



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-052

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

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

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

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

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

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

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

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

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

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

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

BE IT FURTHER ORDAINED THAT:

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: Robert D. Cotter
Robert D. Cotter, PP, AICP
Planning Director

APPROVED: Gregory J. Brennan
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

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

2. Name and Title of Person Initiating the Ordinance:

Joseph Beckmeyer, PE, Chief Engineer

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

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

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

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

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

5. Anticipated Benefits to the Community:

N/A, existing ordinance

6. Cost of Proposed Project:

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

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

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

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

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

10. Additional Comments:

I Certify that all the Facts Presented Herein are Accurate.


Division Director Signature

APRIL 15, 2009
Date


Department Director Signature

4/15/09
Date

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

§ 2. Definitions.

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

G. Stormwater Runoff Quality Standards.

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

Table 1: Water Quality Design Storm Distribution

TABLE INSET:

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

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

Insert Table 1:

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

City Clerk File No. Ord. 09-053

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 09-053

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

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

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

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

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

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

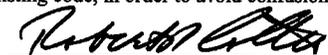
WHEREAS, pursuant to NJSA 40A:12A-1 et seq., the Planning Board has reviewed these proposed amendments and recommended their adoption by the Municipal Council at their meeting of April 14, 2009; and

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

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

BE IT FURTHER ORDAINED THAT:

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


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

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
APPROVED: 

Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

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

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

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

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

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

4. Reasons for the Proposed Project:

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

5. Anticipated Benefits to the Community:

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

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

7. Date Proposed Program or Project will commence: Upon Adoption

8. Anticipated Completion Date: N/A

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

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

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

APRIL 15, 2009
Date

Carl Czaplicki
Department Director Signature

4/15/09
Date

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

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

City Clerk File No. Ord. 09-054

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 09-054

TITLE:

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

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

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

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

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

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

BE IT FURTHER ORDAINED THAT:

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

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

APPROVED AS TO LEGAL FORM

Maureen Monahan
Corporation Counsel

APPROVED: Paul Gappichia

APPROVED: [Signature]
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

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

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

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

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

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

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

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

5. Anticipated Benefits to the Community:

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

6. Cost of Proposed Plan, etc.:

\$0.00 all work performed in house

7. Date Proposed Plan will commence:

Upon approval

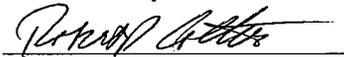
8. Anticipated Completion Date: N/A

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

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

10. Additional Comments: None

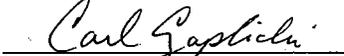
I Certify that all the Facts Presented Herein are Accurate.



Division Director

APRIL 13, 2009

Date



Department Director Signature

4/13/09

Date

Summary

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

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

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

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

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

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

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

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

Page 10:

VIII. SPECIFIC LAND USE REGULATIONS

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

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

B. Permitted Principal Uses are as follows:

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

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

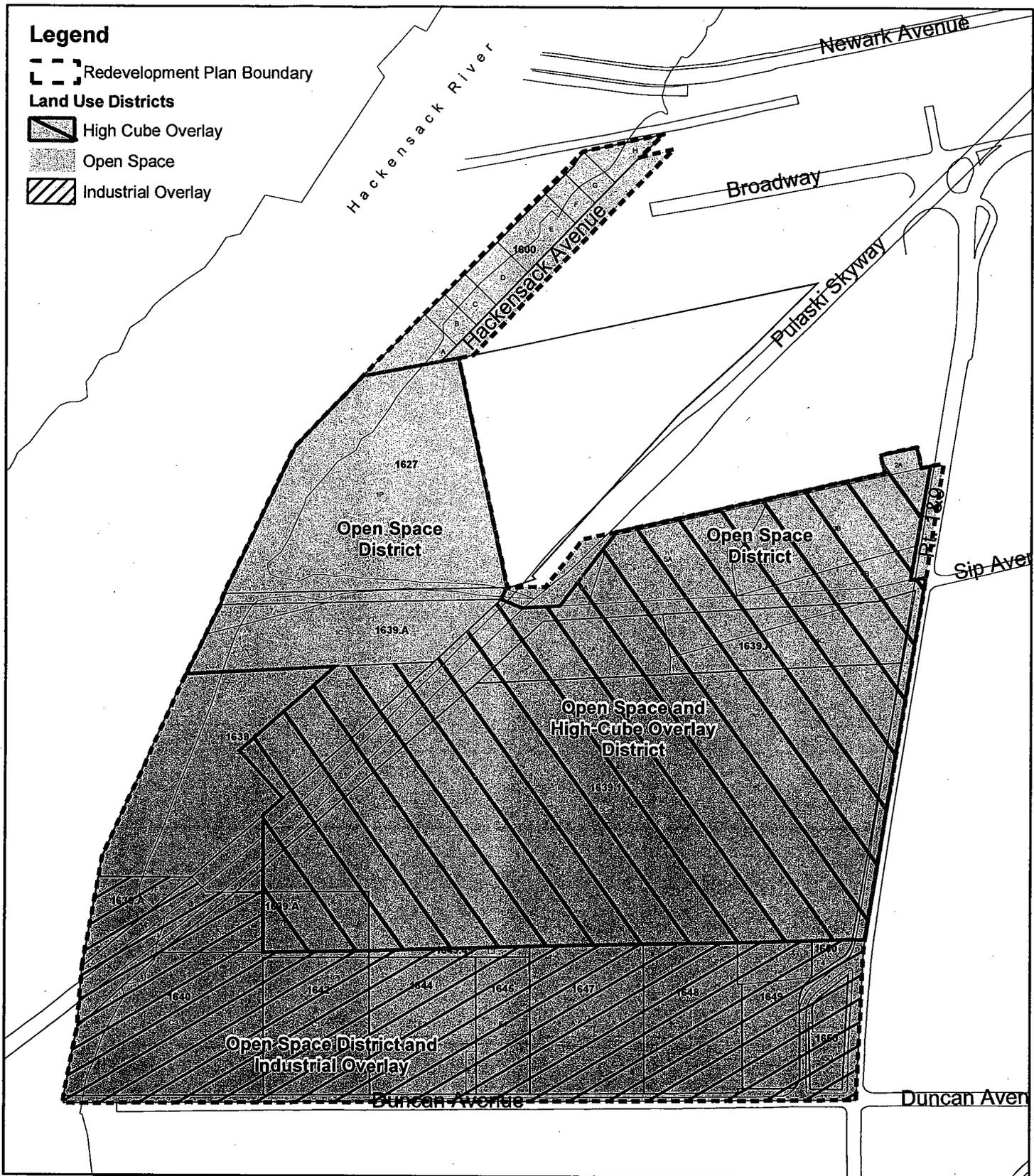
1. **Off-street parking and loading.**
2. **Fences and walls.**
3. **Signs.**
4. **Guardhouses and employee cafeterias.**
5. **Garages for parking and storage of vehicles.**
6. **Offices.**

D. Bulk Standards for Industrial District.

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

E. Parking Standards for Industrial District.

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



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



City Clerk File No. Ord. 09-055

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 09-055

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

COUNCIL offered and moved adoption of the following Ordinance:

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

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

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

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

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

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

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

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

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

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

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

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

JM/he
4/07/09

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: B. O'Reilly
Business Administrator

Certification Required
Not Required

COOPERATION AGREEMENT

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

RECITALS

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

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

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto, do mutually covenant, promise and agree as follows:

ARTICLE 1

PURPOSE OF AGREEMENT

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

ARTICLE 2

TERMS OF SALE

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

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

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

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

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

ARTICLE 3
DURATION OF AGREEMENT

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

ARTICLE 4
COMPENSATION AND PAYMENT

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

ARTICLE 5
CHOICE OF LAW

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

ARTICLE 6
NOTICES

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

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

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

ARTICLE 7
REPORTS

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

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Brian O'Reilly
Business Administrator

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

Bob Antonicello, Exec. Dir. JCRA

10.01

BENTLEY AVE.

WELSH LA.

BERGEN

BRINKERHOFF

HARRISON

COMMUNIPAW

SACKETT ST.

SIEDLER ST.

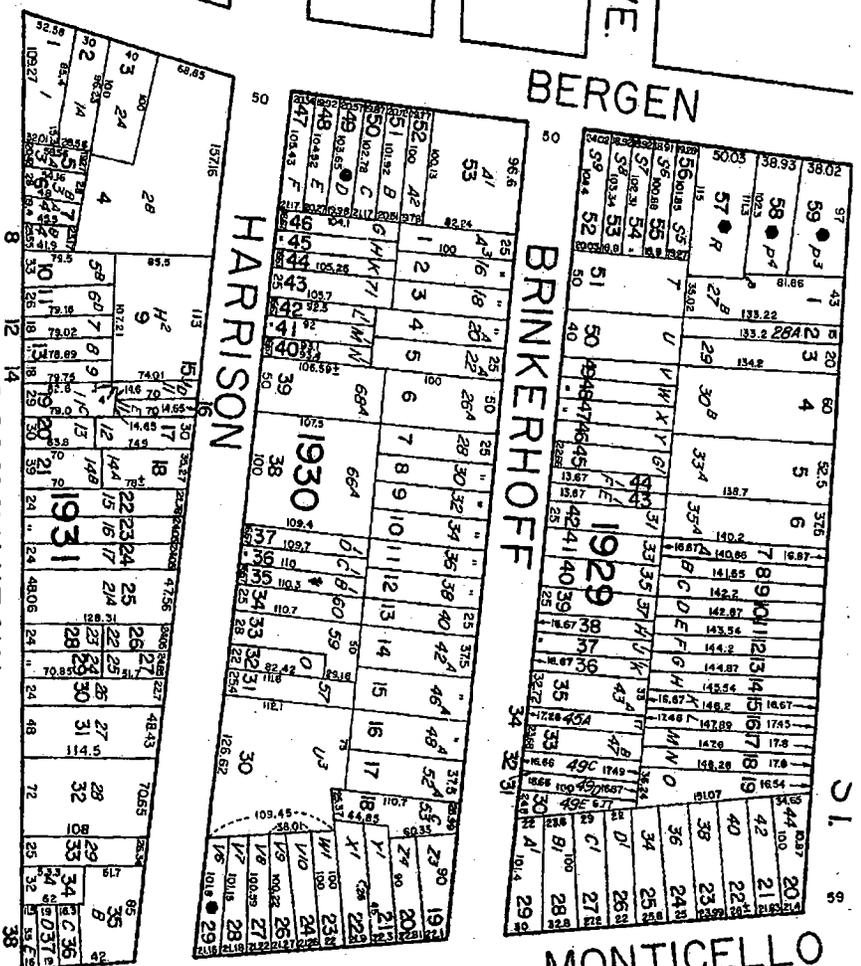
CLINTON AVE.

JACKSON AVE.

11.05

MADISON AVE.

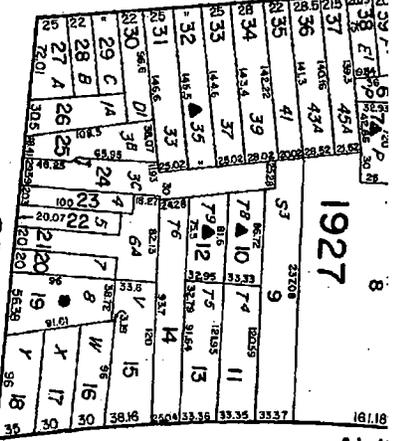
CRESCENT AVE.



MONTICELLO

ST.

CRESCENT



AVI

19

EA

6

City Clerk File No. Ord. 09-056

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 09-056

TITLE:

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

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

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

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

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

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

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

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

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

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

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

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

RR/cw
04/14/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

 _____
Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

LEASE AGREEMENT

between

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

and

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

DATED: April ____, 2009

Prepared by:

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

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

WITNESSETH:

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

**ARTICLE I
GRANT AND TERM**

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

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

**ARTICLE II
RENT AND REAL ESTATE TAXES**

SECTION 2.01. BASE RENT.

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III THE PERMITTED USE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE V INSURANCE AND INDEMNITY

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

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

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

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

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

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

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

prohibited by Landlord's insurance policies or any endorsements or forms attached thereto, or which will increase any insurance rates and premiums on the Leased Premises, the Building and Property or the Building.

SECTION 5.03. INDEMNIFICATION. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, actions, damages, liability, arbitration awards, judgments, fines, penalties and expense in (including, without limit, attorneys and expert fees and costs) (hereinafter the "Claims") connection with loss of life, personal injury and/or property damage arising from or out of any occurrence in, upon or about the Leased Premises, or on the sidewalks adjoining the same, or the occupancy or use by Tenant of the Leased Premises or any part thereof or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, invitees, contractors, undertenants, concessionaires or licensees or arising from any breach or default on the part of Tenant in performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease. The comprehensive general liability coverage maintained by Tenant pursuant to Section 5.01(a) shall specifically insure the contractual obligations of Tenant as set forth in this Section 5.03. In addition, such policy shall not provide for any "care, custody and control" exclusion. Tenant and Landlord waive any and all subrogation rights, and waive the right of recovery against each other or each other's agents, employees or representatives, for any loss, damage or injury of any nature whatsoever to person or property for which each is insured. The policy shall contain, and each party shall obtain from each other's insurance carrier and deliver to each other, waivers of the subrogation rights under the respective policies.

ARTICLE VI UTILITIES

SECTION 6.01. UTILITY CHARGES. Tenant shall be solely responsible for and shall promptly pay, as and for Additional Rent, as set forth in Section 2.03 when same shall become due and payable, all charges for heat, ventilating, air conditioning, electricity, gas, steam, water and sewage or any other utility used or consumed in the Building, irrespective of whether any or all of same shall be supplied by Landlord, a private utility company, municipality or governmental authority, including all hookup charges and any required deposits. In the event any of the 5th, 6th or 7th floors of the Building are leased during the Term hereof, charges for such utilities applicable to the Leased Premises shall then be proportionately divided among the tenants in the Building. Landlord shall have the right, in its sole discretion, to install an electrical checkmeter or submeter to monitor electrical use at the Leased Premises. In no event shall Landlord be liable for any interruption or failure in the supply of any such utilities to the Leased Premises whether or not such utilities are being furnished by Landlord or a third party and no such interruption or failure shall relieve Tenant from the performance of any of its obligations pursuant to this Lease. Tenant shall pay and be responsible for all costs and expenses in connection with the installation, maintenance and operation of checkmeters or submeters, separately metering the Leased Premises for heating, ventilating, air-conditioning, gas, steam, electricity, water and sewage or any other utility used or consumed in the Leased Premises.

ARTICLE VII TRANSFER OR MORTGAGE OF BUILDING

SECTION 7.01. (a) TENANT'S CERTIFICATE. Tenant agrees to execute and deliver to Landlord within ten (10) days after request therefor a statement, in writing and in recordable form, certifying: (i) that this Lease is in full force and effect; (ii) the commencement and expiration dates of the term of this Lease; (iii) that rental payments are current without any off-set or defense thereto; (iv) the amount of Base Rent, if any, paid in advance; (v) that the Lease has not been modified, or if such modifications have occurred, that the Lease has not been modified except as specifically set forth therein; (vi) that Landlord is not in default in performance of Landlord's obligations under this Lease or if Landlord is in default, specifying the respects in which Landlord is in default; (vii) any forms required by any governmental agency; and (viii) any other matter relating to the status of this Lease which may be reasonably requested by Landlord.

(b) Tenant's failure to comply with the provisions of Section 7.01(a) above shall, at Landlord's option, constitute an event of default hereunder.

SECTION 7.02. SUBORDINATION. Tenant hereby subordinates its rights hereunder to the lien of any and all mortgage or mortgages, ground or underlying lease, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Building and Property of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. Should Landlord or any mortgagees desire confirmation of such subordination, then Tenant, within ten (10) days following Landlord's written request therefor agrees to execute and deliver, without charge, all documents (in form satisfactory to Landlord and mortgagee) subordinating this Lease and Tenant's rights hereunder.

ARTICLE VIII ASSIGNMENT AND SUBLETTING

SECTION 8.01. NO ASSIGNMENTS. Tenant shall have absolutely no right to assign this Lease, in whole or in part, or to sublet all or any part of the Leased Premises, or to license concessions, or to any interest in the Leased Premises. This prohibition includes any subletting or assignment which would otherwise occur by operation of law, merger, consolidation, reorganization, transfer or other change of Tenant's corporate or proprietary structure, or an assignment or subletting to or by a receiver or trustee in any federal or state bankruptcy, insolvency or similar proceeding.

SECTION 8.02. ACCEPTANCE OF RENT FROM TRANSFEREE. The acceptance by Landlord of the payment of rent following any assignment or other transfer prohibited by this Article shall not be deemed to be a consent by Landlord to any such assignment or other transfer nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder.

ARTICLE IX DESTRUCTION

SECTION 9.01. TOTAL OR PARTIAL DESTRUCTION. In the event that the Leased Premises shall be partially or totally destroyed by fire or other casualty insurable against under a standard fire insurance policy with standard extended coverage endorsement as to become partially or totally untenable. Landlord, at Landlord's option, may terminate this Lease on thirty (30) days notice to Tenant given within ninety (90) days after the occurrence of any damage or destruction. In the event that Landlord terminates the Lease hereunder, rent shall be adjusted as of the date of such termination. In the event Landlord does not terminate this Lease and fails to commence rebuilding the Leased Premises within ninety (90) days from the date of said damage or destruction, then Tenant may cancel this Lease upon thirty (30) days prior written notice to Landlord.

ARTICLE X EMINENT DOMAIN

SECTION 10.01. TOTAL CONDEMNATION OF LEASED PREMISES. If the whole or any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose (hereinafter referred to as a "Taking"), then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid up to that date.

SECTION 10.02. LANDLORD'S AND TENANT'S DAMAGES. All damages awarded for any Taking, whether for a total or partial Taking, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for diminution in the value to the leasehold or to the fee of the Leased Premises. Tenant shall have no claim against Landlord or the condemning authority for the value of any unexpired term of this Lease, or for any other damages to or interest in the

Leased Premises, except as specifically provided in this Section. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant on account of the taking of, or removal costs for Tenant's stock and trade fixtures if such award or awards would not diminish the award payable on behalf of the land and improvements taken if such claim for removal costs or stock and fixtures would not have been made.

ARTICLE XI
DEFAULT OF TENANT

SECTION 11.01. EVENTS OF DEFAULT. Landlord shall have the option of canceling this Lease upon the occurrence of any one or more of the following events:

(a) (i) Default in the payment of the Base Rent or any item of Additional Rent or any part of either; or (ii) default in the due observance of any of the other terms, covenants and/or conditions of this Lease and such default shall continue for more than thirty (30) days after written notice from Landlord of such default; or (iii) if the Leased Premises shall be abandoned or vacated; or (iv) if Tenant shall attempt to assign, sublease or otherwise transfer this Lease, unless otherwise permitted under this Lease; or (v) if the Leased Premises shall be occupied by someone other than Tenant, except as otherwise permitted by Landlord; or (vi) if Tenant shall make any assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be adjudicated a bankrupt or insolvent by any Court or be dissolved voluntarily or involuntarily, or if a receiver or trustee shall be appointed over Tenant and/or Tenant's property in any proceeding other than bankruptcy proceedings and such appointment, if resulting from an action instituted by Tenant, shall not be vacated within ten (10) days after date of entry of order or appointment, or if resulting from an action instituted by other than Tenant, shall not be vacated within forty-five (45) days after entry of order of appointment; or (vii) if Tenant shall fail to take possession of the Leased Premises upon the delivery of possession by Landlord, of which fact Landlord shall be the sole judge; or (viii) Tenant shall record or attempt to record this Lease. This Lease shall terminate upon Landlord giving Tenant written notice to that effect and the Term shall terminate upon the date specified in the notice, which shall be not less than three (3) days after the date of mailing of such notice by Landlord to Tenant. The Term shall then cease and expire, with the same force and effect as though the date specified were the date set forth as the date of expiration of the term (but Tenant shall remain liable to Landlord). No demand for the rent nor demand for reentry nor breach of covenant nor notice to quit, or for possession or any other notice shall be necessary to enable Landlord to recover possession. Tenant hereby waives all right to any such demand for possession, reentry or notice to quit or for possession or notice of breach of covenant.

(b) In case of any such default, reentry, expiration and/or dispossession by summary proceedings or otherwise, Tenant shall pay as rent to Landlord as a condition precedent to the dismissal of any summary dispossession or other proceeding or action for damages, at the election of Landlord: A sum which at the time of such termination of this Lease or at the time of any such re-entry by Landlord, as the case may be, represents the fair market value of the amount of the rent which would be paid by a tenant for the Leased Premises for the period commencing with such earlier termination of this Lease or the date of any such re-entry, as the case may be, and ending with the Expiration Date.

(c) In the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if reentry, summary proceedings and other remedies were not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy in law or in equity.

(d) No receipt of rent by Landlord from Tenant after the termination in any way of this Lease, or after giving any notice, shall reinstate, continue or extend the terms, or affect any notice. No receipt of rent after the commencement of suit, or after final judgment for possession of the Leased Premises, shall reinstate, continue or extend the term or affect said suit or said judgment.

(e) For purposes of this Section, the term "Tenant", shall also include any guarantor(s) of Tenant and any obligations, duties or covenants of Tenant which extend to any guarantor of this Lease, in addition to Tenant.

(f) Tenant hereby expressly waives the service of process or intention to reenter or to institute legal proceedings for reentry and any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the term in accordance with the provisions of this Lease or upon the entry of judgment for recovery of possession through any action or proceeding.

(g) In the event that Landlord shall re-rent, after default by Tenant, after payment of all Reletting Expenses, in an amount net to Landlord, in excess of the amount for which Tenant would be obligated, Landlord shall be entitled to keep such excess, and Tenant shall have no claim to that amount.

SECTION 11.02. LEGAL EXPENSES. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all of Landlord's expenses incurred therefor, including, without limit, attorneys' and experts' fees and costs.

SECTION 11.03. WAIVER OF JURY TRIAL; COUNTERCLAIMS. To the extent permitted by law, the parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damages. In the event Landlord commences any proceeding for non-payment of rent, Tenant will not interpose any counterclaim, set-off or defense of whatever nature or description except payment in any such proceeding. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by Tenant.

ARTICLE XII

LEASE RENEWAL / LEASE CANCELLATION / LEASE EXPANSION

SECTION 12.01. Provided Tenant is not in default, Tenant shall have the right to renew this Lease by written notice to Landlord, given not later than twelve (12) months prior to the Expiration Date, for an additional five (5) year period (the "Renewal Period"). The Base Rent during the Renewal Period shall be in the amount set forth on Exhibit B hereof. All other terms and conditions of this Lease, except for the Base Rent and this renewal provision, shall remain in full force and effect.

SECTION 12.02. Provided Tenant is not in default, Tenant shall have the right to cancel this Lease upon the giving of twelve (12) months prior written notice, setting forth the early termination date. Upon receipt of such written notice, the date set forth shall be henceforth deemed the Expiration Date and all other provisions of this Lease shall continue to be in full force and effect until the Expiration Date.

SECTION 12.03. Landlord hereby grants to Tenant a right to expand the Leased Premises to include the entire fifth (5th), sixth (6th) and/or seventh (7th) floors upon prior written notice to Landlord (the "Expansion Notice") as part of the Leased Premises. Tenant shall have a right to expand on not less than a full floor basis provided, however, such right to expand shall not apply to any of such floors leased to a third party prior to the date of the Expansion Notice. The Base Rent shall be the Base Rent set forth in Exhibit B on a square footage basis. By way of illustration only, if Tenant decides to expand the Leased Premises in the third year of the Lease, the Base Rent would be calculated at \$14.85 per s.f.

ARTICLE XIII
MISCELLANEOUS

SECTION 13.01. ACCESS BY LANDLORD. Tenant acknowledges that it is Landlord's intention to construct, reconstruct, rehabilitate and renovate the Building for residential or commercial use. Landlord and Landlord's agents may enter the Leased Premises at all reasonable times (and in emergencies at all times) to examine the same, and to show them to prospective purchasers, mortgagees or ground lessees of all or a portion of the Building, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord and Landlord's agents may bring all materials onto the Leased Premises which may be required to effect such repairs, alterations, improvements or additions without the same constituting an eviction of Tenant in whole or in part. The rent reserved herein shall in no wise abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Tenant, its licensees, concessionaires or otherwise. During the six (6) months prior to the expiration of the term of this Lease, Landlord may exhibit the Leased Premises to prospective tenants and place upon the premises the usual notices "To Let" or "For Rent", which notices Tenant shall permit to remain thereon.

SECTION 13.02. RESERVATION FOR PIPES AND UTILITIES. Landlord reserves from the demise hereunder the right to construct, install, maintain, use, repair and replace pipes, ducts, conduits, plumbing, vents, wires, walls, electrical lines and other utilities, and structural elements on, through, under, above or about the Leased Premises and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the Building in which the Leased Premises are located or any other portion of the Property. All such work shall be done, so far as practicable, in such manner as to avoid unreasonable interference with the Permitted Use of the Leased Premises.

SECTION 13.03. SIGNS.

(a) Tenant will not place or suffer to be placed or maintained on the Leased Premises any sign, or advertising matter or other similar material visible from outside the Leased Premises without first obtaining Landlord's prior written approval and all municipal approvals and consent. Tenant further agrees to maintain any sign, advertising matter or other thing as may be approved in good condition and repair at all times.

(b) Tenant shall not place in any display case or other area visible to public view from the outside of the Leased Premises (i) any so-called "flashing" or "animated" sign or one which otherwise has variations in the intensity of illumination without first obtaining Landlord's approval; or (ii) any other sign without obtaining Landlord's approval as to the number, size, type, intensity (if illuminated) and location thereof. Tenant shall not, after obtaining such approval, change any sign in any respect whatsoever without first obtaining from Landlord a further approval.

(c) As used in this Section 13.02, the word "sign" shall be construed to include any placard, light or other advertising symbol or object irrespective of whether same be temporary or permanent.

SECTION 13.04. SURRENDER OF PREMISES. At the expiration or earlier termination of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear, damage by unavoidable casualty and all alterations to the Leased Premises to remain pursuant to the terms of Section 4.03 (b). Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. If the Leased Premises be not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Leased Premises including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Section shall survive the expiration or sooner termination of the Lease Term.

SECTION 13.05. RULES AND REGULATIONS. The rules and regulations appended to this Lease are hereby made a part of this Lease and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Landlord reserves the right from time to time to amend or supplement said rules and regulations applicable to the Leased Premises and the Building. Notice of such additional rules and regulations and amendments and supplements, if any, shall be given to Tenant and Tenant agrees to comply with and observe all such rules and regulations and amendments thereto and supplements thereof.

SECTION 13.06. AUTHORIZATION. The persons executing this Lease on behalf of Tenant hereby warrant and represent that Tenant is duly authorized to sign and execute this Lease for and on behalf of Tenant.

SECTION 13.07. LOSS AND DAMAGE. Landlord shall not be liable for any damage to property of Tenant or of others located on or about the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosions, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by other cause of whatsoever nature. Landlord shall not be liable for any such damage caused by other tenants or persons in the Building or the public, or caused by operations in construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in the Leased Premises or in the Building. All property of Tenant kept or stored shall be at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord. Tenant shall give immediate notice to Landlord in case of fire, accidents or defects in and to the Leased Premises of in the building of which the Leased Premises are a part or in any fixtures or equipment thereon.

SECTION 13.08. HOLDING OVER. Any holding over after the Expiration Date or earlier termination of this Lease, without the consent of Landlord, shall be construed as a tenancy from month to month at a monthly rental equal to Two Hundred (\$200.00) Dollars per square foot per annum (the "Holdover Rent"), payable monthly on the 1st day of the month after the Expiration Date and shall otherwise be on the terms and conditions herein specified, so far as applicable. Acceptance of Holdover Rent by Landlord shall in no way prejudice Landlord or be construed as a waiver by the Landlord of its rights under Article XI or any other rights it might have at law or in equity.

If the Leased Premises are not so surrendered, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Leased Premises. Tenant's obligations under this Section 13.08 shall survive the vacation of the Leased Premises.

SECTION 13.09. SUCCESSORS AND ASSIGNS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Landlord's successors and assigns, and shall be binding upon Tenant and Tenant's heirs, executors,

administrators, successors and assigns, but shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been approved by Landlord.

SECTION 13.10. QUIET ENJOYMENT. This Lease is subject to all liens, encumbrances, easements, restrictions, covenants and zoning laws and all regulations affecting or governing the Leased Premises, provided that upon payment by Tenant of the rents herein provided, and upon the observance and performance of all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Leased Premises for the term hereby Leased without hindrance or interruption by Landlord or any other person or persons lawfully or equitably claiming by, through or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease and to any mortgage to which this Lease is subordinate.

SECTION 13.11. CUMULATIVE REMEDIES. No reference in this Lease to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either under this Lease or at law or in equity.

SECTION 13.12. NO WAIVER OR ACCORD AND SATISFACTION. The waiver by either party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. No covenant, term or condition of this Lease shall be deemed to have been waived by either party, unless such waiver be in writing and signed by a duly authorized agent of such party.

SECTION 13.13. NOTICES. All notices required to be sent under this Lease shall be in writing and shall be sent by U.S. certified mail, return receipt requested, by a nationally recognized overnight courier, by facsimile or by hand delivery addressed as follows (or to such other address as either party shall later designate by written notice to the other):

If intended for Tenant:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, NJ 07302

If intended for Landlord:

George Filopoulos
Baldwin Asset Associates Urban Renewal Company, LLC
731 Lexington Avenue
New York, NY 10022
Facsimile No. 212-644-2790

With a copy to:

Eugene T. Paolino, Esq.
Schumann Hanlon LLC
30 Montgomery Street, 15th Floor
Jersey City, NJ 07302
Facsimile No. 201-938-1503
Email: etpaolino@shdlaw.com

All notices shall be deemed to have been given when received or when delivery is refused. Notwithstanding the foregoing, all default notices shall be given only by U.S. certified mail, return receipt requested. Notices may be given by an attorney representing the party giving such notice.

SECTION 13.14. LIMITATION OF LIABILITY. It is specifically understood and agreed that there shall be no personal liability of Landlord or any individual or member of a joint venture, tenancy-in-common, trustee, corporation, limited liability company, partnership or other person or entity who succeeds to the interests of Landlord in respect to any of the covenants, conditions or provisions of this Lease. In the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to Landlord's interest in the Building for the satisfaction of Tenant's remedies. The foregoing provisions are not intended to relieve Landlord from the performance of any of Landlord's obligations under this Lease, but only to limit the personal liability of Landlord in case of recovery of a judgment against Landlord; nor shall the foregoing be deemed to limit Tenant's rights to obtain injunctive relief or specific performance or to avail itself of any other right or remedy which may be awarded Tenant by law or under this Lease. Tenant shall litigate any claim which Tenant is unable to resolve with Landlord and shall not make any deduction from Base Rent, Additional Rent or other charges due hereunder on account of any claim.

SECTION 13.15. ENVIRONMENTAL MATTERS.

(a) As used in this Lease:

"Environmental Laws" means any federal, state or local law, ordinance, rule, regulation, policy, order, permit, license, decree, common law, or treaty now or hereafter in force, including, without limit, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") 42 U.S.C. 9601-9657 (the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. 6901-6987, the Industrial Site Recovery Act of 1983 ("ISRA") N.J.S.A. 13:1K-6 *et seq.* and the Spill Compensation and Control Act, N.J.S.A. 58:10-23.1 *et seq.*, regulating, relating to or imposing liability or standards concerning materials or substances known or suspected to be toxic or hazardous to health or safety, the environment or natural resources, including without limitation, regulation of releases and disposals to air, land, water and groundwater.

"Hazardous Materials" means any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product or substance, including without limitation, asbestos, polychlorinated biphenyls, petroleum (including crude oil or any fraction or byproduct thereof), and any material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of which is prohibited, controlled, limited or regulated in any manner under any Environmental Laws.

"Release" means any spill, leak, emission, discharge or disposal of Hazardous Materials into the environment except for those made pursuant to and in compliance with valid permits issued under applicable Environmental Laws.

"Remediate" or "Remediation" shall have the meaning ascribed to such term under the Environmental Laws, of the laws of the State of New Jersey, and shall include, without limitation: environmental investigation, monitoring and sampling; installation, maintenance and removal of monitoring wells; storage of excavated materials; and installation, maintenance, storage and removal of machinery and equipment used in connection with the Remediation.

(b) Tenant agrees and covenants that:

(i) Tenant shall not engage in activities or operations on the Leased Premises that involve the generation, manufacturing, refining, transportation, treatment, storage, disposal, handling or Release of Hazardous Materials on the Leased Premises.

(ii) At all times following the date Tenant takes possession of the Leased Premises, Tenant shall obtain, maintain in effect and comply with all permits, licenses and other requirements pursuant to any Environmental Laws relating to activities on the Leased Premises by Tenant.

(c) Tenant shall indemnify, defend and hold harmless Landlord, its officers, partners, directors, shareholders, employees and agents, from any Claims and Losses arising from, on account of, or in connection with (1) the violation of any Environmental Law by Tenant, (2) the presence, use, generation, storage, or Release of Hazardous Materials in, on, under, or above the Leased Premises, to the extent occurring as a result of the acts or omissions of Tenant, and (3) any violation of the obligations of Tenant contained in this Article.

(d) Upon the occurrence of any event requiring Tenant's compliance with the Environmental Laws, or if Landlord by reason of any act or omission or failure to act or not act on the part of Tenant, shall be required to comply with the Environmental Laws, including, without limit, Remediation, at its sole cost and expense, of any Release in, on, about or under the Leased Premises, the Building or the Development caused by Tenant. Tenant shall make all necessary filings with the New Jersey Department of Environmental Protection ("DEP") and any other relevant federal, state, county or municipal legal authority and, at its own expense, shall cause all necessary tests and studies to be performed. Landlord shall complete such documents and otherwise cooperate (provided such cooperation does not subject Landlord to any fee, cost, expense or liability or require performance by Landlord of Tenant's obligation hereunder) as may be reasonably requested by Tenant or required by the DEP. In the event an environmental clean-up is required, the Landlord shall have an unrestricted right to inspect, as often as it deems necessary in its sole discretion, during and after such clean-up.

(e) Tenant hereby agrees to execute such documents and provide such information as Landlord reasonably requires to assure compliance with the Environmental Laws, and rules or regulations of any other relevant federal, state, county or municipal legal authority. Tenant shall bear all costs and expenses incurred by Landlord associated with any required compliance with the Environmental Laws resulting from Tenant's use of the Demised Premises or any acts and/or omissions which Tenant, its agents, employees, invitees or independent contractors initiate, including, without limitation, state agency fees, engineering fees, clean-up costs, filing fees and suretyship expenses. As used in this Lease, compliance with the Environmental Laws shall include applications for determinations of non applicability from the appropriate legal authority.

(f) Tenant shall immediately provide Landlord with copies of all correspondence, reports, notices, orders, findings, declarations and other materials pertinent to Tenant's compliance hereunder or any other environmental enforcement requirements under any Environmental Laws as they are issued or received by Tenant. More specifically, but not limiting the foregoing, Tenant shall promptly provide Landlord with: (i) all documentation and correspondence provided to DEP pursuant to the Worker and Community Right to Know Act, *N.J.S.A. 34:5A-1 et seq.* and the regulations promulgated thereunder; (ii) all reports and notices made by Tenant pursuant to the Hazardous Substance Discharge-reports and Notices Act, *N.J.S.A. 13:1K-15 et seq.* and the New Jersey Spill Compensation and Control Act, *N.J.S.A. 58:10-23.11 et seq.*, and the regulations promulgated thereunder; and (iii) any notices, correspondence and submissions made by Tenant to DEP, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other legal authority which requires submission of any information

concerning environmental matters of hazardous wastes or substances, and any notices, correspondence, documents and directives received by Tenant from any of said authorities.

(g) In addition to any other remedies of Landlord pursuant to this Lease, Tenant's failure to abide by the terms of this Lease shall survive the expiration of the terms of this Lease. Tenant's failure to abide by the terms of this Article shall be restrainable by injunction.

SECTION 13.16. RECORDING. Tenant shall not record this Lease or a memorandum or short form thereof without the consent of Landlord.

SECTION 13.17. PARTIAL INVALIDITY. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

SECTION 13.18. RELATIONSHIP OF PARTIES. Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

SECTION 13.19. EFFECT OF OCCUPYING THE LEASED PREMISES. By occupying the Leased Premises, Tenant shall be deemed to have accepted the Leased Premises.

SECTION 13.20. FLOOR LOADS. Tenant shall not place a load upon any floor that such exceed the floor load per square foot that such floor was designed to carry or which is allowed by law.

SECTION 13.21. THE DEVELOPMENT. Tenant acknowledges the importance of the construction, maintenance and operation of the Development to Landlord, its successors and assigns. Accordingly, Tenant shall take no action which may in any way impair, diminish, or otherwise adversely affect the reputation, marketability, construction, maintenance or operation of the Development (including the Building and the Leased Premises).

SECTION 13.22. ENTIRE AGREEMENT. This Lease, including any exhibits, riders or attachments thereto, sets forth the entire understanding between Landlord and Tenant concerning the Leased Premises and the Building and Property and there are no understandings, either oral or written, between them other than are herein set forth. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the day and year first above written.

Attest:

Attest:

Landlord:

THE ROXY URBAN RENEWAL COMPANY,
LLC

By: _____

Name: George Filopoulos
Title: Member

Tenant:

CITY OF JERSEY CITY

By: _____

Name: Brian O'Reilly

Title: Business Administrator

RULES AND REGULATIONS

Tenant agrees as follows:

- (1) All loading and unloading of goods shall be done only at such times, in the loading areas only, and through the entrances designated for such purposes by Landlord.
- (2) The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operations of the Leased Premises or Building and Property.
- (3) All garbage and refuse shall be kept in the kind of container specified by Landlord, and shall be placed outside of the Leased Premises prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. Tenant shall be responsible for any damage to the Common Area caused by Tenant's private carting service.
- (4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No antenna shall be erected on the roof or exterior walls of the Leased Premises, or on the grounds. Any antenna so installed without such written consent shall be subject to removal without notice at any time.
- (5) No loud speakers, televisions, stereos, radios or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord.
- (6) Tenant shall not place or permit any obstructions or merchandise in any areas exterior to the Buildings without the prior written consent of Landlord.
- (7) The plumbing facilities shall not be used for any other purposes than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
- (8) Tenant shall promptly comply with all laws, ordinances, rules and regulations of Governmental Authorities (including zoning laws and building codes) affecting the Leased Premises.
- (9) Tenant shall take no action which would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of the Landlord or any condominium unit owner, tenant or occupant in the Building and Property or with the rights and privileges of any customer or other person(s) lawfully in and upon said Building and Property; nor cause any impairment or reduction of the good will of the Building and Property.
- (10) Tenant shall not operate on the Leased Premises or in any part of the Building and Property any coin or token operated vending machine or similar devices (including, without limitation, pay lockers and amusement devices) except for pay telephones and machines for the sale of beverages, food, candy or cigarettes.
- (11) Tenant shall not use or occupy the Leased Premises for any purpose calculated to injure the reputation of the Leased Premises, and/or the Building, Property or Development in which the same are located or to presently or in the future, impair the value of Leased Premises and/or the Building, Property or the Development. Tenant will not use or permit any person

to use, in any manner whatsoever, the Leased Premises for any purpose, trade, business, occupation or vocation whatever, which may be in any way disreputable, immoral or pornographic in nature.

- (12) In the event that this Lease so permits, and Tenant engages in the preparation of food or packages of foods, Tenant shall install chemical extinguishing devices (such as ansal) approved by the Fire Insurance Rating Organization and keep such devices under service as required by such organization.
- (13) Tenant will not permit or cause any odors, vapors or any change in temperature to emanate from the Leased Premises.
- (14) Tenant will keep and maintain in full force and effect a service contract covering repair and replacement of parts of the heating-air conditioning unit installed by Landlord in the Leased Premises. Such contract shall be reasonably acceptable to Landlord as to form and substance, and Tenant shall give evidence of existence of same to Landlord prior to the commencement of the term hereof, and given thereafter on an annual basis.
- (15) Tenant will participate in any reasonable window cleaning program that may be established by Landlord.
- (16) Tenant will not install, operate or maintain in the Leased Premises any electrical equipment which will overload the electrical system therein of the Building.

EXHIBIT A

DESCRIPTION OF LEASED PREMISES

EXHIBIT B
BASE RENT
(38,891 s.f.)

A. Initial Term

Year	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
1	\$544,474.00	\$45,372.83
2	560,808.22	46,734.02
3	577,632.47	48,136.04
4	594,961.44	49,580.12
5	612,810.28	51,067.52

B. Renewal Term

6	\$631,194.59	\$52,599.55
7	650,130.43	54,177.54
8	669,634.34	55,802.86
9	689,723.37	57,476.95
10	710,715.07	59,201.26

City Clerk File No. Ord. 09-057

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 09-057

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE XI(SCHEDULES) AMENDING SCHEDULE 24(PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING THIRTY-FIVE (35) FEET AT THE ENTRANCE TO 88 MORGAN STREET AS NO PARKING ANY TIME

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

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

Section 332-98

SCHEDULE 24

PARKING PROHIBITED AT ALL TIMES

No person shall park a vehicle any of the streets or parts thereof described.

Name of Street	Sides	Location
Morgan Street	North	Marin Boulevard to Warren Street
	<u>North</u>	<u>Beginning at a point beginning 75 feet east of the easterly curb line of Washington Street and extending to a point 35 feet easterly therefrom</u>
	South	Warren Street to Washington Street

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 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.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is underscored.

JDS:pcl
(04.15.09)

APPROVED: _____ (4/15/09)
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: William R. Spivey 4.15.09
Municipal Engineer

Corporation Counsel

APPROVED: B. O'Keilly
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 VI(Schedules) Schedule 24 (Parking Prohibited At All Times) of the Jersey City Code designating thirty-five (35) feet at the entrance to 88 Morgan Street as No Parking Any Time

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

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

Designate the thirty-five (35) feet at the entrance to 88 Morgan Street as "no parking any time".

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

Provide an area for pick-up and drop-off at the entrance to 88 Morgan Street.

5. Anticipated benefits to the community:

Increase traffic safety

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

Approximately \$200 for the channel/sign installation (2 channels & 2 signs needed)
Approximate Cost: \$400.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

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

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

10. Additional comments:

Ordinance proposed at the request of James C. McCann, Esq on behalf of Vector 1 Urban Renewal Associates, LLP, the developer for 88 Morgan Street @ Washington Street.

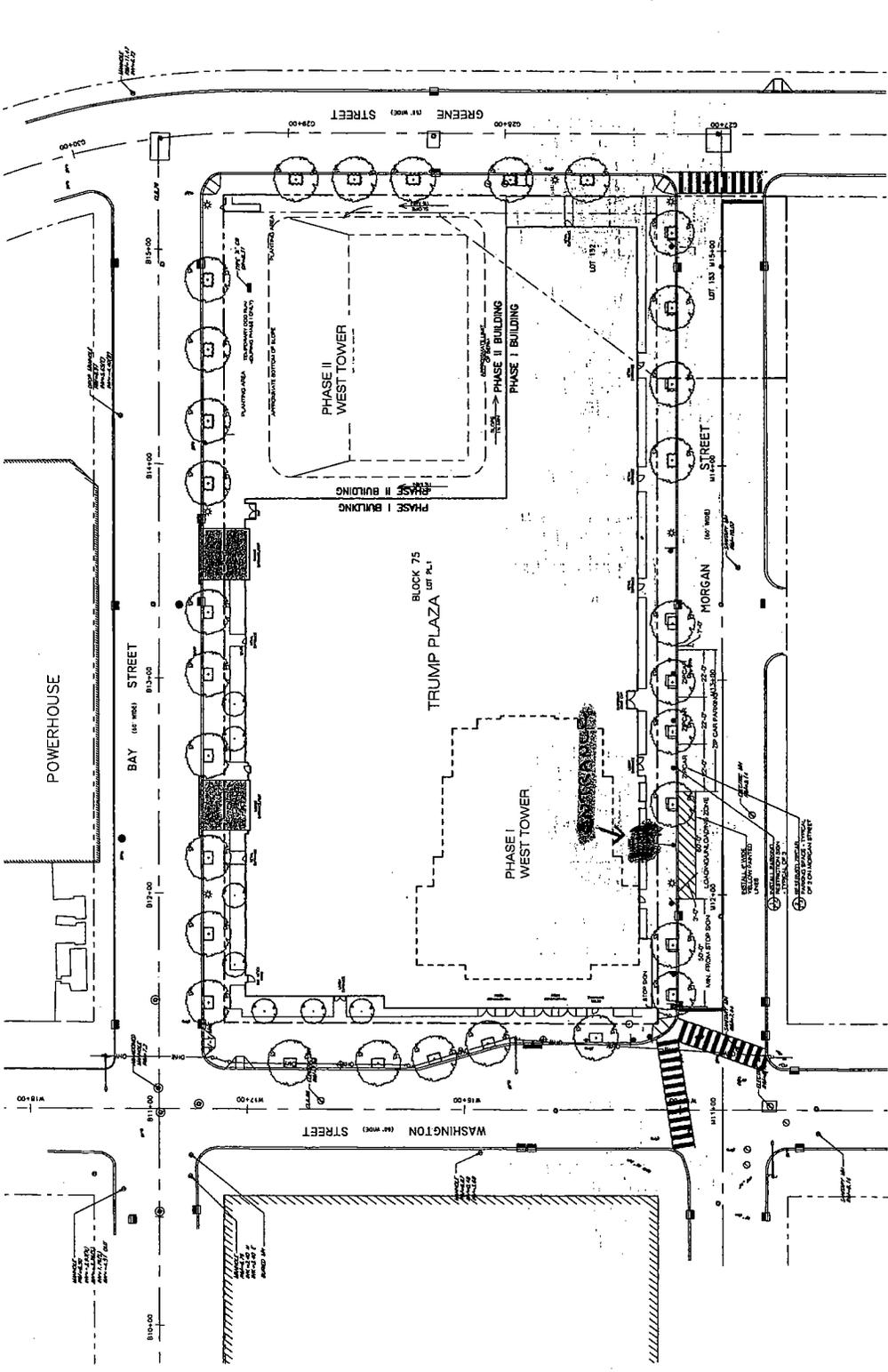
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

Wm R. Boble 4.15.09
Municipal Engineer Date

Signature of Department Director Date

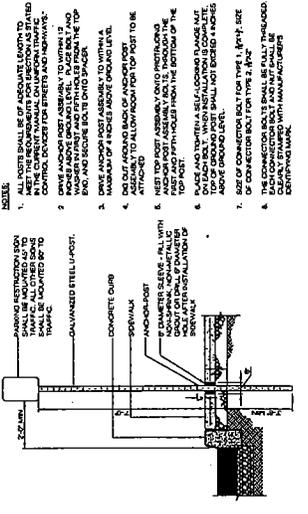
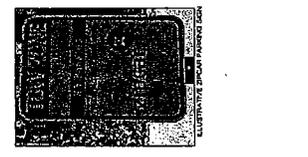
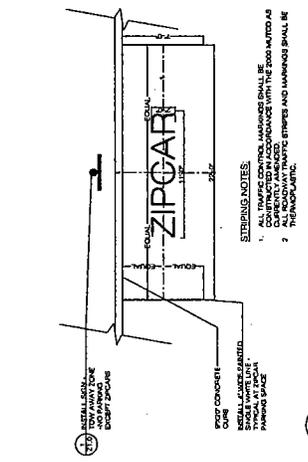


NOTICE:
 1. ALL OTHER TRAFFIC CONTROL DEVICES SHOWN HEREON AS
 REQUIRED BY THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
 DATED MAY 23, 2006.



DRESDNER ROBIN ARCHITECTS 1000 MARKET STREET, SUITE 200 JERSEY CITY, NEW JERSEY 07310 TEL: 201-992-1100 FAX: 201-992-1101 WWW.DRESDNERROBIN.COM	
TRUMP PLAZA JERSEY CITY, NEW JERSEY PROJECT NO. 151-152-001 DESIGN NO. 151-152-001-01 DATE: 03/21/08	
JERSEY CITY BLOCK 75, LOTS 151 & 152 HUDSON COUNTY, NEW JERSEY ZIP CAR PARKING AND UNLOADING ZONE PLAN	
SHEET NO. 151-152-001-01 DATE: 03/21/08 DRAWN BY: [Name] CHECKED BY: [Name]	SCALE: 1" = 20'-0" NORTH ARROW 

NO.	DESCRIPTION	QUANTITY
1	ZIP CAR SIGN	1
2	ZIP CAR SIGN	1



2. ZIPCAR PARKING SPACE MARKING
 SCALE: 1" = 20'-0"

1. TRAFFIC SIGN BREAK-AWAY U-POST INSTALLATION DETAIL
 SCALE: 1" = 12'-0"

City Clerk File No. Ord. 09-058

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-058

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE 25 (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 48 BRIARWOOD ROAD; 249-251 CLERK STREET; 134 LEONARD STREET; 52-54 PATERSON STREET; 102-104 PATERSON STREET AND 285 VIRGINIA AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 48 COUNTRY VILLAGE ROAD

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

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

Section 332-77

SCHEDULE 25 PARKING FOR THE DISABLED

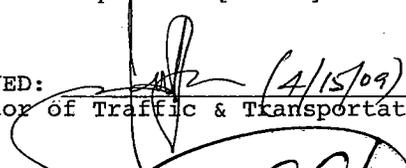
Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Maude Mason</u>	<u>249-251 Clerk Street</u>
Anne Marie Lavelle	<u>48 Briarwood Road [48 Country Village Road]</u>
<u>Jairo A. Pagan</u>	<u>134 Leonard Street</u>
<u>Joseph Lisi</u>	<u>52-54 Paterson Street</u>
<u>Joel Fernandez</u>	<u>102-104 Paterson Street</u>
<u>Anna Sardoni</u>	<u>285 Virginia Avenue</u>

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

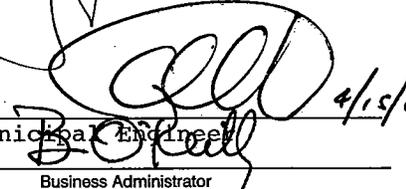
NOTE: The new material to be inserted is underscored; the material to be repealed is in [brackets].

JDS:pc1
(04/15/09)

APPROVED:  (4/15/09)
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:  4/15/09
Municipal Engineer
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:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article VI(Schedules) Schedule 25(Parking for the Disabled) of the Jersey City designating a reserved parking space for the disabled at 48 Briarwood Road; 249-251 Clerk Street; 134 Leonard Street; 52-54 Paterson Street; 102-104 Paterson Street and 285 Virginia Avenue and repeal the reserved parking space at 48 Country Village Road

2. Name and title of person initiating the ordinance:

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

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

Designate a reserved parking space for the disabled at various locations throughout the City, for those disabled individuals whose applications have been reviewed and approved by The Municipal Council Committee for Disabled Parking.

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

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

5. Anticipated benefits to the community:

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

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

Approximately \$200.00 per sign/post installation for a total of \$2,400.00
12 reserved parking signs and 12 channels

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

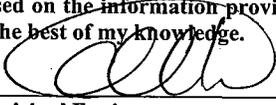
9. Person responsible for coordinating proposed program, project, etc.:

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

10. Additional comments:

Ordinance proposed at the request of The Municipal Council Committee for Disabled Parking

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

4/15/09

Date

Signature of Department Director

Date

City Clerk File No. Ord. 09-059

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 09-059

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE XI(SCHEDULES) OF THE JERSEY CITY CODE AMENDING SCHEDULE 16(PARKING PROHIBITED DURING CERTAIN HOURS, DAILY, EXCEPT SATURDAYS, SUNDAYS AND HOLIDAYS) DESIGNATING 25 FEET IN FRONT OF 191 PALISADE AVENUE AS NO PARKING, MONDAY THROUGH SATURDAY, 8:00 A.M. TO 8:00 P.M.

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

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

Section 332-10

SCHEDULE 16

PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified any day (except Saturdays, Sundays and Holidays) upon any of the streets or parts of streets described

Name of Street	Sides	Hours	Location
Palisade Avenue	East	8:00 a.m. to 4:00 p.m. School Days	Beginning at a point approximately 205 feet north of Newark Avenue and extending north to Washburn Street
	West	7:00 a.m. to 7:00 p.m. Monday thru Friday	Beginning at the curb line of State Highway 139 to a point 100 feet northerly therefrom
	West	<u>8:00 a.m. to 8:00 p.m. Monday thru Saturday</u>	<u>Beginning at a point approximately 25feet north of the of Laidlaw Avenue and extending to a point 25 feet northerly therefrom.</u>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 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.
- 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 inserted is new and underscored.

JDS:pc1
(04.14.09)

APPROVED: [Signature] (4/15/09)
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature] 4/15/09

Corporation Counsel

APPROVED: [Signature]
Municipal Engineer
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 VI(Schedules) of the Jersey City Code amending Schedule 16(Parking Prohibited During Certain Hours, Daily, Except Saturdays, Sundays and Holidays) 25 feet in front of 191 Palisade Avenue as no parking, Monday through Saturday, 8:00 a.m. to 8:00 p.m.

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation

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

Prohibit 25' of parking at the entrance of the Physical Medicine & Rehabilitation Services of Hudson County, P.A. @ 191 Palisade Avenue, 8:00 a.m. to 8:00 p.m., Monday through Saturday

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

The parking prohibition is necessary to facilitate the patients that are paralyzed, with hemiplegia; amputees and wheelchair bound have access to and from the Medical building. There has been an elevator constructed to aid these patients.

5. Anticipated benefits to the community:

Improve traffic safety and reduce the risk of accidents.

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

Approximately \$200.00 per sign/post installation. (2 channels & 2 signs required)
Total Estimate: \$400.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

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

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

10. Additional comments:

Ordinance proposed at the request of Monica Mehta, M.D., P.A. Physical Medicine and Rehabilitation Services of Hudson County, P.A., 191 Palisade Avenue, JCNJ 07307, and 201.656.4324

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

4/15/09
Date

Signature of Department Director

Date

MONICA MEHTA, M.D.
MEDICAL DIRECTOR

Physical Medicine & Rehabilitation Services of Hudson County, P.A.

DOCTORS OFFICE BUILDING

191 ~~100~~ PALISADE AVENUE
JERSEY CITY, N.J. 07306

TREATMENT OF PAIN
& DISABILITY
FROM NERVE MUSCLE
BONE & JOINT DISORDERS
& INJURIES

PHONE (201) 656-4324
FAX (201) 656-4019

Attn: Mr. Joao D'Souza
Director of Traffic Transportation
Public Works Complex,
575 Route 440
Jersey City, NJ 07305
Tel#: 201-547-4470

**Re: Request for loading and unloading zone
permit**

Sent by Fax#: 201-547-4703

Sent Cert Mail P.R.R.
7005 3110 000069973575

February 5, 2009,

Dear Mr. D'Souza,

Please be advised that I have a medical building at 191 Palisade Avenue which will be ready for occupancy by 02.28.09.

It has an elevator for accessibility for my paralyzed patients, patients with hemiplegia, amputees, and wheelchair bound patients.

It is across from the emergency room at Christ Hospital. The emergency room patients also come to my office for evaluation and pain and disability management and treatment.

These patients are brought to my office by ambulance or invalid vans.

At the present time it appears that the accessibility to the elevator is blocked by cars that are parked in front of my building.

I respectfully request a loading and unloading zone permit so that the front entrance can be used only for patient drop off and pick up and not for cars to be parked and blocking accessibility to the entrance.

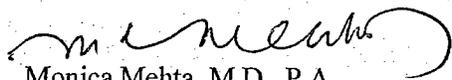
My hours of operation are 8:00 a.m. to 8:00 p.m. and of course the cars can be parked after and before the hours of operation. - *Monday through Saturday*

I plead your consideration for the same.

Please advise if you need anything from me. Thank you.

FEB 11 AM 9:30

Remain yours sincerely,



Monica Mehta, M.D., P.A.
Physical Medicine and Rehabilitation Services of Hudson County, P.A.

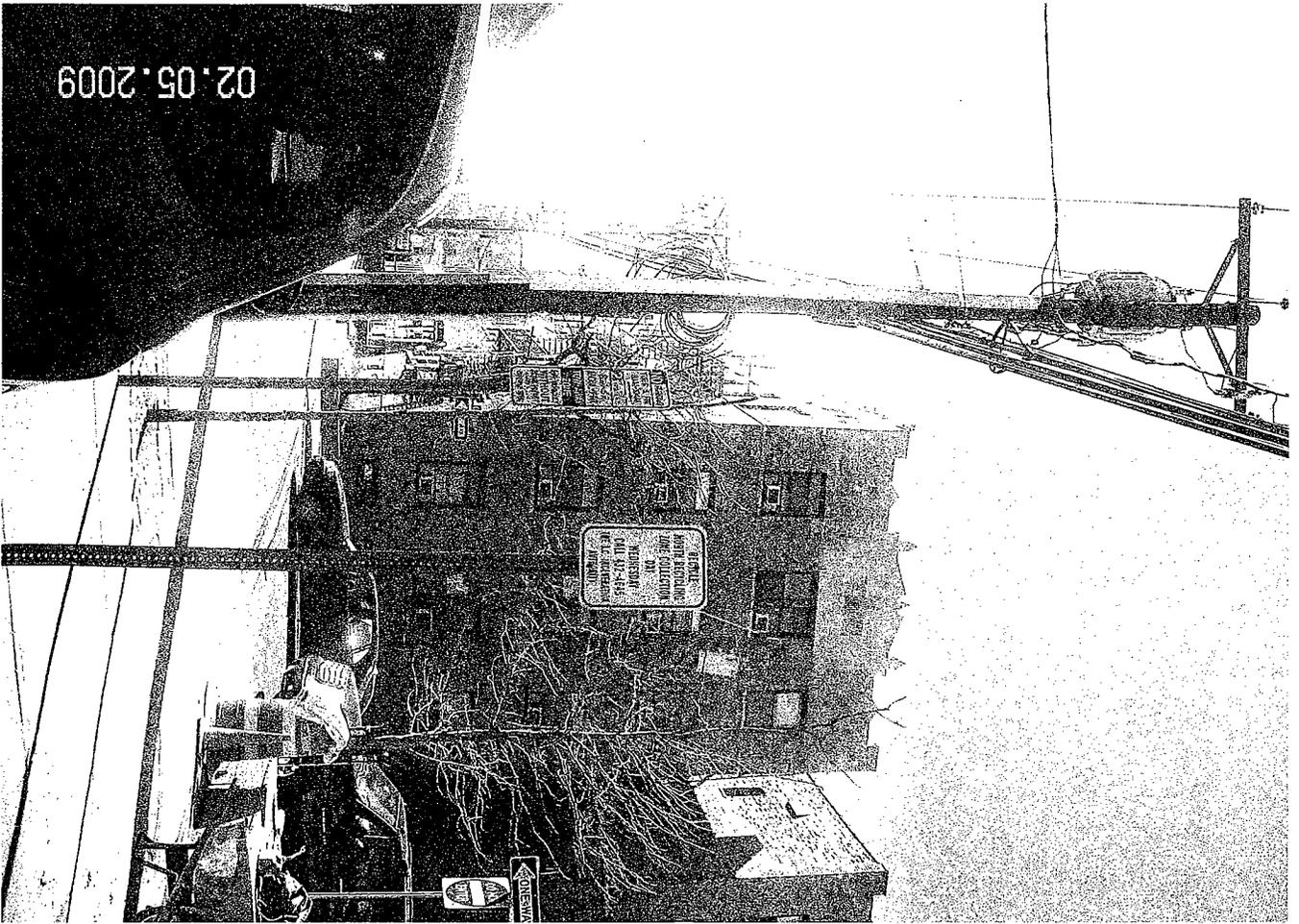
MM/rmv

Dictated: 02.05.09

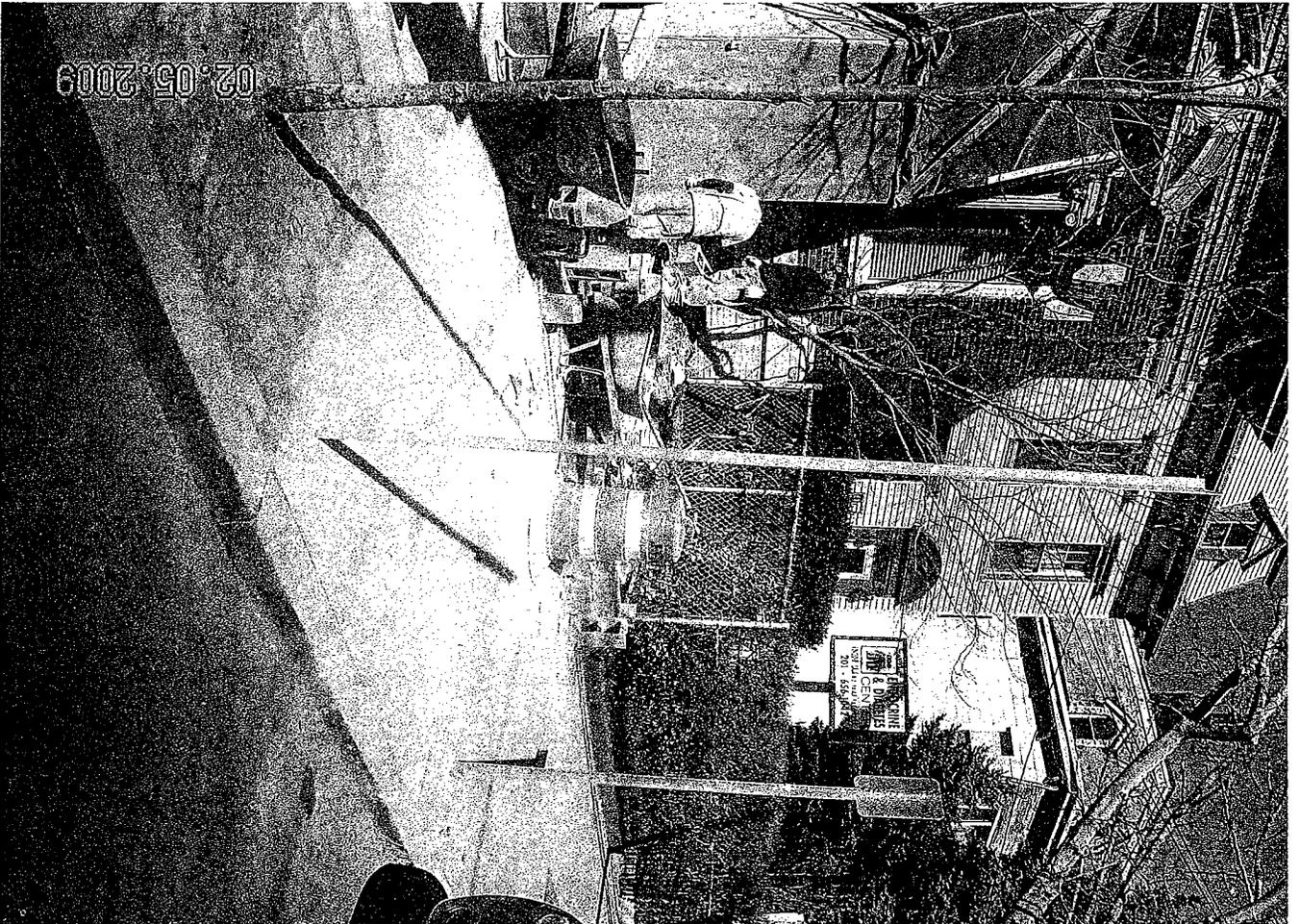
Transcribed but not proofread for grammatical, typographical, omission and commission errors: 02.05.09

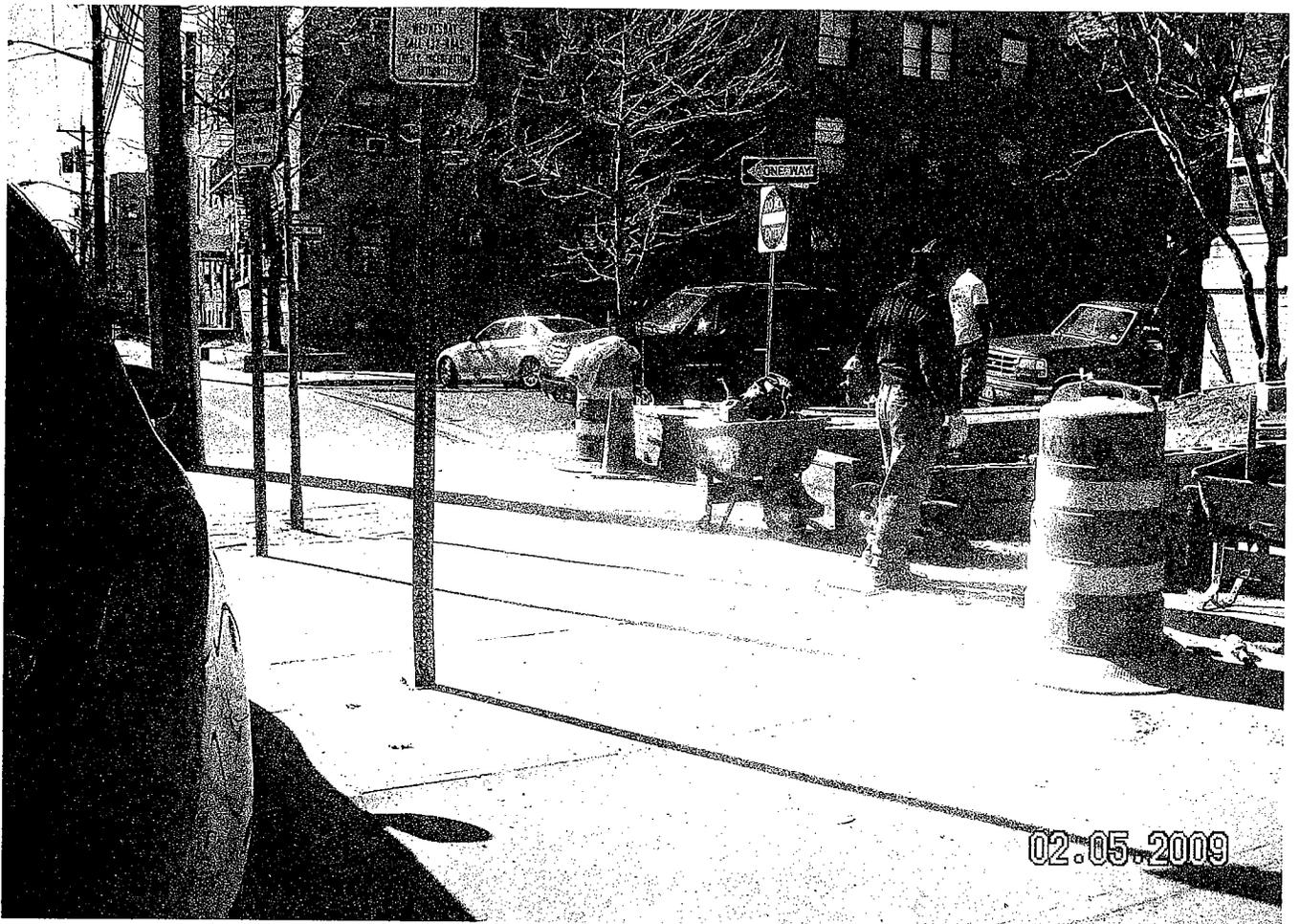
*Group of Doctors
Pain Management Center
Peds. facility*

02.05.2009



02.05.2009







ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-060

TITLE: A FRANCHISE ORDINANCE GRANTING PERMISSION TO MOHAMMAD HAMAMI TO CONSTRUCT FENCED YARD/PLANTED AREA AND STOOP EXTENDING 4'-0" WITHIN THE PUBLIC RIGHT OF WAY FOR EACH OF TWO (2) ATTACHED TOWNHOUSES ON FOURTH STREET, LOTS 11 AND 12 IN BLOCK 246 KNOWN AS 210-212 FOURTH STREET

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

WHEREAS, Petitioner is the owner of real property in Jersey City known as 210-212 Fourth Street and designated Lots 11 and 12 in Block 246 on the current tax map; and

WHEREAS, Petitioner has filed a petition with the Municipal Council of Jersey City requesting a franchise as shown on a Site Plan prepared by Peter Lund Jensen, AIA on file with the Office of the City Clerk, requesting a franchise giving permission to use certain areas, each encroaching 4.0 feet into the public right-of-way of Fourth Street, more particularly described in the metes and bounds descriptions on the survey prepared by Koestner Associates Consulting Engineers & Surveyors attached hereto as Exhibit "A," as and for the construction of a fenced yard/planted area and stoop as depicted in the site plan; and

WHEREAS, Petitioner has made application to the Municipal Council of Jersey City by written Petition for the franchise herein referred to, indicating that the property is situate within the Harismus Cove Historic District, where such fenced yard/planting areas and stoops are typical of the existing structures. So as to preserve the unique character of this historic area/block, the granting of a franchise to construct a fenced yard/planting area and stoop partially in the public right of way is one of the conditions imposed by the Historic Preservation Commission; and

WHEREAS, the proposed fenced yard/planting area and stoop are consistent with the setbacks presently prevailing setbacks on the block; and

WHEREAS, the rights of the public are not injuriously or adversely affected by the requested relief.

WHEREAS, a franchise ordinance is required to permit the private improvements within the public right-of-way.

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

- SECTION 1:** Permission is hereby granted to Mohammad Hamami, his successors or assigns, to construct a fenced yard/planting area and stoop partially in the public right of way as depicted in the Site Plan approved by the Historic Preservation Commission and on file with the Office of the City Clerk.
- SECTION 2:** This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. The City of Jersey City reserves the right to cancel this Ordinance without cause by giving written notice to the Petitioner, his successors or assigns, one year prior to the date of cancellation.
- SECTION 3:** Only with prior written consent and approval by the City Council of the City of Jersey City, which consent shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

A FRANCHISE ORDINANCE GRANTING PERMISSION TO MOHAMMAD HAMAMI TO CONSTRUCT FENCED YARD/PLANTED AREA AND STOOP EXTENDING 4'-0" WITHIN THE PUBLIC RIGHT OF WAY FOR EACH OF TWO (2) ATTACHED TOWNHOUSES ON FOURTH STREET, LOTS 11 AND 12 IN BLOCK 246 KNOWN AS 210-212 FOURTH STREET

- SECTION 4:** In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, Mohammad Hamami, his successors or assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installations, maintenance and use and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use for the term of this Ordinance and so long as he is in title. Mohammad Hamami, his successors or assigns, shall maintain in effect during the term of this franchise, liability insurance naming the City of Jersey City, its officers and employees, as insured, covering the use and occupancy of the franchised portion of Fourth Street and shall provide the Jersey City Risk Manager with a Certificate of Insurance in the amount of \$1,000,000 as evidence thereof.
- SECTION 5:** All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. After construction there shall remain no damage to the area or interference with the free and safe flow of pedestrian traffic. The Petitioner, his successors or assigns, shall maintain all improvements installed by it for the entire term of this franchise at no cost to the City.
- SECTION 6:** The costs and expenses incidental to the introduction, passage and publication of this Ordinance shall be paid by Petitioner.
- SECTION 7:** The Ordinance shall not be effective unless an acceptance hereof in writing is filed by the Petitioner.
- SECTION 8:** In the event that the Petitioner shall not file with the City Clerk its acceptance, in writing, of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.
- SECTION 9:** For the franchise herein granted, the Petitioner shall pay annually to the City of Jersey City the sum of ONE DOLLAR (\$1.00), which payment shall be made in advance to the City Finance Director, at his/her office at City Hall, on the first day of January in each year after this Ordinance becomes effective and remains in force.
- SECTION 10:** This Franchise Ordinance shall be subject to the following conditions:
- a) An easement upon the portion of the Property subject to this Franchise Ordinance is hereby reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to the City of Jersey City or public utility companies', use or operation of water or utility lines.
 - b) No building or structure of any kind may be constructed over the water or sewer utilities within the area subject to this franchise without the consent of the Municipal Engineer of the City of Jersey City.

A FRANCHISE ORDINANCE GRANTING PERMISSION TO MOHAMMAD HAMAMI TO CONSTRUCT FENCED YARD/PLANTED AREA AND STOOP EXTENDING 4'-0" WITHIN THE PUBLIC RIGHT OF WAY FOR EACH OF TWO (2) ATTACHED TOWNHOUSES ON FOURTH STREET, LOTS 11 AND 12 IN BLOCK 246 KNOWN AS 210-212 FOURTH STREET

- c) All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- d) 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.
- e) This Ordinance shall take effect the same time and in the same manner provided by law.
- f) The City Clerk and the Corporation Counsel are 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 accidental replacement of the existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required

Not Required

MAMAMI

PROPER TY IN THE CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY.

OUTLINE SURVEY of lot 12 in Block 246 on the Tax Map of the City of Jersey City, Hudson County, New Jersey.

Certified to MOHAMMAD MAMAMI to be correct.

Scale 1" = 20 feet.

Steven L. Koestner

STEVEN L. KOESTNER, P.E. & L.S. LIC. #27901

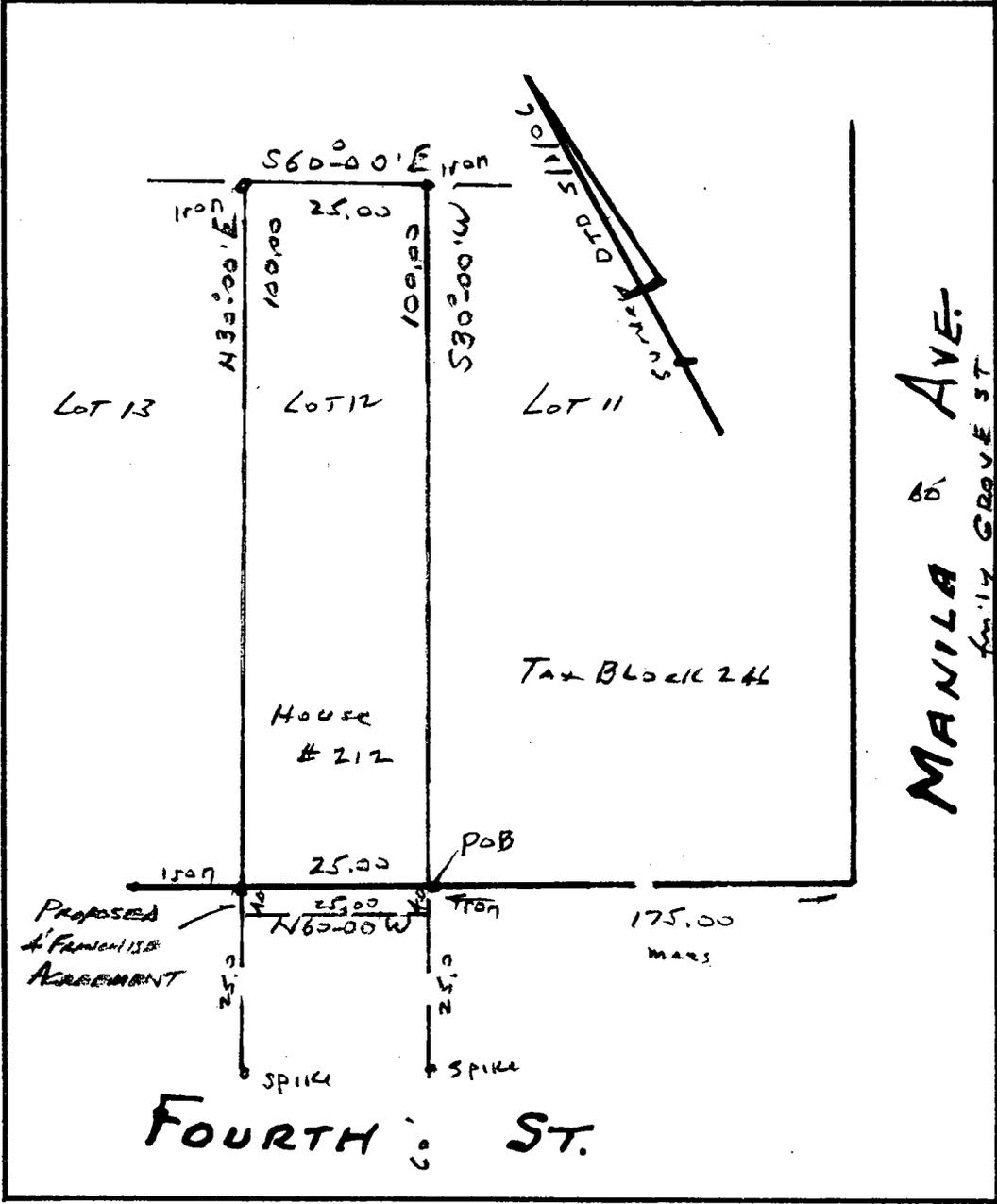
KOESTNER ASSOCIATES

PROFESSIONAL ENGINEERS & LAND SURVEYORS

HACKENSACK, N.J. 07602

July 28, 2008

REVISED TO SHOW FRANCHISE AGREEMENT - FEBRUARY 19, 2009



308/59-60

PETITION FOR FRANCHISE ORDINANCE

To: THE HONORABLE MAYOR AND MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY, NEW JERSEY

Your Petitioner, Mohammad Hamami, his successors or assigns, residing at 2828 Kennedy Boulevard, No. 133, Jersey City, New Jersey, respectfully says that:

1. The petitioner is the owner of real property in Jersey City known as 210 Fourth Street, designated Lot 11 in Block 246 on the current tax map.
2. The petitioner is also the owner of the adjoining real property in Jersey City known as 212 Fourth Street, designated Lot 12 in Block 246 on the current tax map.
3. Both lots are presently vacant although petitioner has applied for a permit(s) for the infill construction of two (2) attached three (3) family townhouses.
4. The subject site is in the Harismus Cove Historic District.
5. No variances are required for the proposed construction; however a Certificate of Appropriateness from the Jersey City Historic Preservation Commission is required.
6. The Historic Preservation Commission approved the Site Plan subject to conditions.
7. The granting of a franchise to construct a fenced yard/planting area, and stoop partially in the public right of way is one of the conditions imposed by the Historic Preservation Commission.
8. The facade of the each townhouse is to be constructed at the city property line. This zero setback is consistent with the prevailing setback of the existing historic structures on Fourth Street. The Jersey City zoning ordinance requires new construction match the prevailing setback in the area.
9. Each townhouse is to have a fenced yard/planted area approximately 17 feet wide and a stoop approximately 8 feet wide. The yard and stoop extend onto city property 4 feet which is typical of the historic buildings on the block.

10. The zero setback, fenced yard/planting area, and stoop are all characteristic of this historic block. The granting of the franchise agreement for these infill townhouses will enable the unique character of this historic block to be maintained. It is for this reason that the Historic Preservation Commission is requiring the franchise agreement.

WHEREFORE, Petitioner, his successors or assigns, respectfully pray for permission to construct the proposed fenced yard/planted area and stoop extending 4'-0" within the public right of way for each of the two (2) attached townhouses on Fourth Street in accord with the Site Plan and a Franchise Ordinance to be adopted by the City Council of the City of Jersey City.

Respectfully submitted,

Hamami
Mohammad Hamami, Petitioner



KOESTNER ASSOCIATES

Established 1914

CONSULTING ENGINEERS & SURVEYORS

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SUCCESSORS TO G.M. FOULDS
1914-1936

GEORGE R. SCHEVON
SANITARY CONSULTANT
SURVEYS THROUGHOUT
NORTHERN NEW JERSEY
LAND SURVEYING
SITE PLANS
DRAINAGE, SEWERAGE AND
DISPOSAL SYSTEMS
SUBDIVISIONS
PROFESSIONAL PLANNERS

February 19, 2009

ORIGINAL

DESCRIPTION OF FRANCHISE AGREEMENT IN THE CITY OF JERSEY CITY HUDSON COUNTY, NEW JERSEY

ALL that tract or parcel of land and premises, situate, lying and being in the City of Jersey City, County of Hudson and State of New Jersey, more particularly described as follows:

Being known and designated as Lot 12 in Block 246 as shown on the Tax Map of the City of Jersey City, County of Hudson, and State of New Jersey and described as follows:

BEGINNING at a point in the northeasterly line of Fourth Street, where the same is intersected by the division line of lots 11 and 12 in Block 246, as shown on the aforementioned tax map, which point is distant 177.50 feet per Deed, 175.00 feet as measured, northwesterly from the corner formed by the intersection of the northeasterly line of Fourth Street with the northwesterly line of Manila Avenue, and from thence running;

- (1) North 60° 00' West and along Fourth Street, 25.00 feet to a point in the division line of lots 12 and 13 as shown on said Tax Map, thence
- (2) South 30° 00' West and along the projection of said division line of lots 12 and 13, 4.00 feet to a point, thence
- (3) South 60° 00' East and parallel to the northeasterly line of Fourth Street, 25.00 feet to a point in the projection of the aforementioned division line of lots 11 and 12, thence
- (4) North 30° 00' East and along the projection of the division line of lots 11 and 12, 4.00 feet to the northeasterly line of Fourth Street and the point or place of BEGINNING.

Being known as 212 Fourth Street, Jersey City, New Jersey.

All in accordance with a survey prepared by KOESTNER ASSOCIATES, Professional Engineers & Land Surveyors, Hackensack, New Jersey, dated July 28, 2008, revised February 19, 2009.


Lic # 29901



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 09-061

TITLE: AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LEASE, BY WAY OF A MEMORANDUM OF UNDERSTANDING, FOR THE LOEW'S THEATER, BLOCK 1863, LOT N24, TO THE FRIENDS OF THE LOEW'S INC., A NON-PROFIT CORPORATION

COUNCIL offered and moved adoption of the following Ordinance:

WHEREAS, the City of Jersey City executed a lease on October 15, 2004, with the Friend of the Loew's, Inc., for Block 1863, Lot N24 (the Loew's Theater); and

WHEREAS, by the adoption of Ordinances 04-033, amended by Ordinance 04-073, the City of Jersey City approved the execution of a lease with the Friends of the Loew's, Inc.; and

WHEREAS, the ordinances were authorized pursuant to N.J.S.A. 40A:12-14 of the Local Lands and Buildings Law (Law), which permits a Municipality to lease property to a non-profit corporation for nominal consideration for a public purpose as defined in N.J.S.A. 40A:12-15(i), subject to certain conditions; and

WHEREAS, the purpose of the lease was to enable Friends of the Loew's Inc., a non-profit organization of the State of New Jersey, to renovate the Property in accordance with the Construction Code, and operate and maintain the Property as a multi-cultural arts and entertainment center; and

WHEREAS, as the result of subsequent negotiations over the lease terms, the parties have agreed to modify the Lease by the execution of a Memorandum Of Understanding.

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 an amendment to the October 15, 2004 lease, by way of a Memorandum Of Understanding, with Friends of the Loew's, Inc., a non-profit corporation, which shall contain at a minimum the following mandatory terms and conditions of N.J.S.A. 40A:12-14 and N.J.S.A. 40A:12-15:
 - a) The property will be used solely for the following public purposes:

renovation of the Property in accordance with the Construction Code, and operate and maintain the Property as a multi-cultural arts and entertainment center, as more fully described in paragraphs 2 and 3 of the lease.
 - b) Friends of the Loew's, Inc. will submit an annual auditor's report to the City Clerk and a semi-annual report to the Business Administrator stating:
 - (i) the names and addresses of the principals of the corporation;
 - (ii) the use to which the leasehold was put, including the number of persons benefitting from the public purpose and whether they reside within or with the City;

AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE LEASE, BY WAY OF A MEMORANDUM OF UNDERSTANDING, FOR THE LOEW'S THEATER , BLOCK 1863, LOT N24, TO THE FRIENDS OF THE LOEW'S INC., A NON-PROFIT CORPORATION

- (iii) the activities undertaken in furtherance of the public purpose;
 - (iv) the approximate value or cost of such activities; and
 - (v) an affirmation of the continued tax exempt status of the non-profit corporation pursuant to state and federal law.
2. The Memorandum Of Understanding shall be in substantially the form attached, subject to such modification as the Corporation Counsel or Business Administrator deems appropriate or necessary.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner provided by law.
 - D. The City Clerk and 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 amended matter by italic.

JM/he
4/17/09

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

MEMORANDUM OF UNDERSTANDING (1/30/09)

The City of Jersey City (the "City") is the owner of the property known as the Loew's Jersey Theater, 54 Journal Square, Jersey City, New Jersey. The Friends of Loew's, Inc. is a New Jersey not for profit corporation formed for the sole purpose of the restoration and operation of the theatre for the benefit of the public. It is essential that a working relationship exists between the City and the Friends of Loew's, as the City's tenant, such that the interests of the public are protected and served with regard to the theatre, and that the theatre is restored to an active and attractive venue for entertainment and the arts.

Differences have arisen in the past between the City and the Friends of Loew's which both parties now seek to resolve, such that the required working relationship can be established and maintained.

Therefore, the parties wish to memorialize the understanding they have reached.

1) The relationship of Landlord and Tenant exists between the City and the Friends of Loew's.

2) This relationship is defined by the Lease between the parties dated October 15, 2004, which remains in full force and effect. The parties agree that this Lease is valid and binding and in full force and effect.

3) The Board of Trustees of the Friends of Loew's is responsible for the management of the theatre.

4) The Board of Trustees for the Friends of Loew's shall not exceed twenty-four (24) members, seventeen (17) members whom shall be selected by the Friends of Loew's for terms of five (5) years, two (2) members, who shall be appointed by the City Council President and shall serve at the pleasure of the Council President, but for a period of at least one (1) year; and, five (5) members, who shall be appointed by the Mayor and shall serve at the pleasure of the Mayor. The number of Board members shall not change for a period of three (3) years from the final date of adoption of the Memorandum of Understanding.

5) The balance of the Board consists of volunteers who are selected based upon their talents in management, the arts, or other areas which are important to the restoration and operation of the theatre.

6) The accomplishment of the aims and objectives of the Friends of Loew's and the Lease between the City and the Friends of Loew's consists of the following parameters:

A) Adequate planning, such that the financial needs of the project including without limitation capital improvements, are made known to the City sufficiently in advance that the City can take appropriate and effective steps to provide for funding in the

future municipal budgets, in compliance with the relevant statutes. As to the sources of funding outside of the usual budgetary process, such as the 111 First Street funds and UEZ funding, the City will cooperate with the Friends of Loew's to identify and/or raise such funds and/or to disburse such funds in a timely manner, to insure that the funds are used as intended for the work contemplated in the lease. Nothing contained herein shall be deemed to commit the City to encumber funds in any proposed municipal budget for the financial requirements of the theater.

- B) The provision of anticipated services, such as utilities, maintenance and repair, insurance and, if necessary, replacement of fixtures and equipment (but not capital improvements) as required under this Lease.
- C) Cooperation between the parties in the planning and execution of necessary restorative work on the theatre itself.
- D) Cooperation between the parties in the booking of events, such that the Friends of Loew's are able to accommodate such events without concern over the physical condition of the theatre or conflicts with City Sponsored Events, as defined in the Lease.
- E) The holding of regular meetings of the Board to discuss current issues affecting the building, its operation, restoration and maintenance, and events to be held there.
- F) The fostering of a spirit of mutual cooperation consistent with the duties and obligations of the Friends of Loew's and the City of Jersey City.
- G) The creation and maintenance of open channels of communications to supplement the regular Board meetings.

7) It is agreed by both parties that the terms and conditions of the Lease apply to both parties and that each party will abide by the terms and conditions of the Lease.

8) As to the dealings between the parties, each will act in good faith and will deal fairly with the other.

9) The City shall make good faith efforts to secure and provide all funding called for in the lease including capital improvements operating capital and master planning. The City shall undertake the capital improvements as defined under the Lease, subject to Council appropriation and/ or approval, only if good faith efforts to locate funding for the capital improvements are unsuccessful. The City shall undertake said

capital improvements in conjunction and coordination with the Friends of the Loew's. The failure to provide funding as defined under the Lease or the failure of the Friends of the Loew's to meet deadlines specifically related to the City's failure to provide funds shall not be deemed to be a default of the Tenant under the terms of the Lease.

10) The City will take such steps as are necessary to accomplish the securing of funds from sources other than the City, as contemplated by the Lease, including without limitation:

- A) The appropriation of \$50,000.00 by the appropriate City parties/agencies/officials from the tax abatement extension resolution of the ADP Building matter upon the submission of a spending plan by Friends of Loew's, shall be expended in accordance with the spending plan and all actions shall be governed by all applicable Federal/State laws, including, but not limited to, the Local Public Contracts Law;
- B) The appropriation of the remaining funding received by the City from the New Gold Equities agreement once said funds have been received by the City and a new building at 111 First Street is approved. Friends of Loew's shall be entitled to \$333,000 payment from the City within ninety (90) calendar days from receipt by the City of said monies from New Gold Equities, which is triggered by site plan approval for a new building at 111 First Street. Friends of Loew's shall be entitled to an additional \$167,000 payment from the City within ninety (90) calendar days from receipt by the City of said monies from New Gold Equities, which will be triggered by the issuance of the Construction Permit for the new building at 111 First Street. Said monies shall then be appropriated by the applicable City parties/agencies/officials once it receives the submission of a spending plan by the Friends of Loew's and said monies shall be expended in accordance with the spending plan and all actions shall be governed by applicable Federal/State law, since these monies are deemed by law to the public funds under law; including, but not limited to, the Local Public Contracts Law; and,
- C) The applications for funds from the Jersey City Urban Enterprise Zone.
- D) The obligation of the City to cooperate with the Friends of Lowes in the making and prosecution of applications for UEZ funding shall continue throughout the term of the Lease and any extensions thereof.

- E) Within sixty (60) days of the final execution of the Memorandum of Understanding, the City shall provide Friends of Loew's with a written statement containing:
 - a) a specific timetable for the filing of funding applications with the UEZ as to capital improvements, operating capital and master planning; and,
 - b) the identities of alternate sources of funding, if UEZ funding is not available.
- F) Any capital improvement amounts set forth in the original Lease shall be increased by twelve (12%) percent to take into account increased costs since the original Lease.

11) Friends of Loew's will make all reasonable efforts to obtain funds from donations, ticket receipts, theatre rentals, grants and any other sources to supplement the funds provided by the City.

12) As to funds to be provided by the City, it will act promptly and in compliance with all applicable statutes and ordinances in providing these funds. The City will also take these commitments into account in drafting and adopting its annual budget.

13) The Friends of Loew's will cooperate with the City to insure that all contracts entered into by Friends of Loew's are negotiated in such a manner as to keep the City fully advised, through the City's members on the Board, of such negotiations; to abide by all terms and conditions under such contracts, including the requirements of governmental and quasigovernmental entities in connection with such contracts, as may be applicable; and to keep appropriate and accurate books and records such that the use of such funds can be accounted for. The Friends of Loew's agree that they shall be bound by the requirements of any and all applicable laws, ordinances, rules and regulations particularly as to the Local Public Contracts Law, especially as it relates to the expenditure of all public funds and/or any requirement under the Lease. Contracts for the rental of the theater shall be excluded from the provisions of this paragraph.

14) The parties will cooperate in the design, planning, phasing and scheduling and execution of work on the theatre structure and systems, as described in the Lease as Phase IA Construction. As to public funds, and/or any other situation required by this Lease, the Friends of Loew's shall be bound by any and all applicable laws, at any government level, particularly the Local Public Contracts Law.

15) The final plans and specifications developed by the Friends of Loew's' architect will be submitted to the City for the drafting of appropriate Requests for Proposals for such work, and the awarding of contracts by the City, while the direct oversight and management of such work will be done by the Friends of Loew's's architect in cooperation with the appropriate City offices and agencies. However, the plans and specifications developed by the Friends of Loew's' architect shall not be subject to

substantial and material modification without the approval of Friends of Loew's and the City, which shall not be unreasonably withheld.

16) The City shall exercise good faith in the oversight of the bidding process. No decision shall be made on such bids unless and until they have also been reviewed by the Friends of Loew's' architect, to insure that the bids meet such architect's approval on specific and material points, which shall not be unreasonably withheld. The City shall, with regard to the Friends of Loew's, exercise good faith and fair dealing in its review of bids, and will not exercise its right to reject any and all bids in a manner which predominantly delays or frustrates the purposes of the Friends of Loew's.

17) "Direct oversight and management" of work by Friends of Loew's' architect shall specifically include: scheduling and phasing of work; procurement of materials; site inspections; approval of submittals; authorization to proceed with specific tasks; the issuance of stop work and change orders; partial, conditional and final approvals of work; and, the like.

18) The City shall, where applicable and appropriate, promptly process such payments to contractors as are approved in writing by Friends of Loew's' architect and applicable City officials/professionals, upon such architect's/officials/professionals certifications that the work has been performed in compliance with the plans and specifications. The City will not arbitrarily or capriciously withhold such approval of payment. All requests for approval for payment will be processed by the City within fifteen (15) business days (Saturday, Sundays and holidays excluded) of receipt by the appropriate City officials and either approved for payment to be submitted to the City Council thereafter, or disapproved for payment. If payment is disapproved, the City shall specify, in writing, the reason(s) for disapproval with reference to the work performed and the non-compliance of the contractor. If the City fails to provide said written reason(s) by the close of business on the fifteenth (15th) business day (Saturday, Sunday and holidays excluded) following submission of the request for approval to the appropriate City officials, then the request shall be deemed approved for payment to be submitted to the City Council thereafter. The term "applicable and appropriate" shall mean that the Friends of Loew's' architect has certified that such work has been completed in accordance with specifications and that the City has no specific dispute that the work has not been certified in accordance with such specifications.

19) The parties recognize that the State of New Jersey has entered into a grant agreement with the City which, upon the execution of a subgrant agreement between the City and Friends of Loew's, will make funds available for improvements to make the theater accessible to persons with physical or developmental limitations. A resolution as to the subgrant agreement has been passed by the City Council, notwithstanding that the terms of the subgrant agreement have not been finalized. The parties will cooperate in a prompt and timely manner to insure that the terms of the subgrant agreement are finalized and the funds made available. Further, the parties will cooperate to insure that such funding remains available from the State of New Jersey.

20) The City and the Friends of Loew's mutually agree that HMR Architects is acceptable to both parties. The City and Friends of Loew's shall apply to the

Jersey City Urban Enterprise Zone and/or other non City funding sources and/or the City for the direct appropriation and approval, by the City Council, for funding for HMR. The relationship of architect and client shall be between HMR Architects and the Friends of Loew's.

21) Friends of Loew's' architect will render all invoices in such form as the City may require to insure prompt processing and compliance with all applicable laws and regulations.

22) Friends of Loew's shall be copied on all written communications between the City and Friends of Loew's' architect.

23) The City recognizes the autonomy of the Friends of Loew's and will not interfere with its right to enter into contracts and/or agreements which are not contrary to law (where applicable), contrary to the Lease and contrary to this memorandum, including contracts with licensed professionals.

24) In the event of disputes, the City and Friends of Loew's will make good faith efforts to resolve such disputes by consent, in an equitable and prompt manner, before recourse to the courts.

25) As to any technical defect in the Lease between the parties, such as the attestation of the same by the City Clerk, the City and Friends of Loew's will promptly attend to the remediation of such defect.

26) The Mayor and Council will take immediate steps to appoint members to the Board of Trustees.

27) Seven (7) days notice of the meeting of the Board of Trustees will be given to its members and the City. Seven (7) days notice of Council meetings and/ or Council resolutions/ ordinances shall be given to the Friends of the Loew's regarding Loew's/ Friends of the Loew's' issues.

28) The parties will cooperate to insure that the Board holds regular meetings at least quarterly and emergent meetings as needed.

29) Upon execution, this Memorandum will be deemed to be an addendum to the Lease between the parties, and all terms of the Lease inconsistent with this Memorandum shall be deemed subject to the provisions of this Memorandum.

30) The City, subject to the availability of funds, will fund the retention of a consultant, selected and hired by the Friends of Loew's in consultation with the City to advise on the master plan for the future operation of the Theatre. The City will not arbitrarily reject the Friend's of Loew's' choice. Subject to the approval of the consultant by the City Council and providing that funding is available from the City and that the funding has been appropriated for the purpose prior to retention, Friends of Loew's shall retain said consultant within one hundred eighty (180) calendar days of the full execution of this Memorandum of Understanding. This consultant shall not be a substitute for the

master plan process contemplated in the Lease nor shall the hiring of the consultant be deducted from the funds designated by the Lease for the master plan. Nothing herein shall be deemed to have the Friends of Loew's bound by the recommendations of the Consultant and the Friends of Loew's reserves the right to challenge any recommendations of the Consultant.

31) Three (3) representatives of the Friends of Loew's and three (3) representatives of the City shall meet not more than every two (2) months, or more frequently if mutually agreed to, with regard to meetings of a general nature. The same number of representatives from the Friends of Loew's and the City shall meet not more than monthly, or more frequently if mutually agreed to, to address issues concerning construction as well as to address Lease Agreement timelines/bench marks. Construction items shall take priority at said meetings. The parties agree, after the first year anniversary of the final execution of the Memorandum, to meet quarterly during the remainder of the Lease Agreement. The parties will endeavor to distribute a written agenda to each party at least three (3) business days prior to the meeting.

32) The provisions in Section 24 of the Lease, as to insurance covering "Products/Completed Operations Aggregate Limit" shall be reduced from \$2,000,000 to \$1,000,000.00.

33) The annual audit called for in Section 49 of the Lease shall be completed, and a copy forwarded to the City, through its Business Administrator, by June 1st of the year following the year in which the audit covers (i.e. an audit for 2008 must be done and forwarded by June 1, 2009).

34) The parties agreed that funding from The County of Hudson Open Space Trust Fund would be sought for the replacement of the side exit doors and the repair of the fire escapes, since UEZ funding originally budgeted for these items and become unavailable. The County did grant funds for the replacement of some of the doors, while indicating that a subsequent application for the balance of the doors and the fire escapes would be viewed favorably. As part of these changes, the City agrees to submit, within sixty (60) days of the final execution of the Memorandum of Understanding, an application to the UEZ Authority, or if the City deems appropriate, alternative funding source for funds to cover the air conditioning installation over and above \$600,000.00 currently granted from The County of Hudson Open Space Trust Fund for said work. Friends of the Loew's is presently in the design phase of that project and the City agrees, as part of the Memorandum, that said monies for air conditioning installation necessary to complete the project shall be funded as described above.

35) Recognizing that there have been and will be contracts entered into by the Friends of Loew's for events at the Theatre and that some of the work to be done would preclude the use of the Theatre for such events, the work would be scheduled around these bookings. Both sides would cooperate in such a way as to minimize the adverse impact of such work on the operations of the Theatre. On the City's part, this would require that the processing of applications for permits and the like, as well as the scheduling and completion of required inspections, would be done in a prompt and diligent manner. On the part of the Friends of Loew's, the Friends would allow adequate time for

the completion of work between bookings and will consult with the architect, the contractors and the City's Construction Official to insure that the time allowed is sufficient for the work being done.

36) The City shall provide the Friends of Loew's with written responses within thirty (30) calendar days of final execution of this Memorandum of Understanding as to any outstanding questions the Friends of the Loew's have regarding the status of a Livable Cities Grant received by the City for the purposes of making ADA related improvements to the Loew's Theatre, monies received by the City for the Loew's Theatre as part of a tax abatement extension granted to the ADP building in Journal Square, and funds from the 111 First Street settlement. The answers provided by the City shall include description of all information that Friends of the Lowe's must provide when making an application to the City or other appropriate entity for the provision/ use of these various funds.

In conclusion, the parties recognize that the Loew's Jersey Theatre was a landmark public resource for generations of the residents of Jersey City and the surrounding area which fell into disrepair and disuse due to changes in the entertainment industry and the general deterioration of the Journal Square area, which had been a regional center of commerce and retail services. Now that the City and Journal Square are experiencing a renaissance, the parties will work to restore the theatre to its original place or importance as a popular and cultural resource consistent with its former ranking among the great theatres of America.

IN WITNESS WHEREOF, the parties have hereto set their hands and seal, or caused those present to be signed by the appropriate corporate officers as of the dates set forth below.

ATTEST:

CITY OF JERSEY CITY,
a municipal corporation of the
State of New Jersey

Robert Byrne, City Clerk

By: _____
Jeremiah Healy, Mayor

Dated: _____

ATTEST:

FRIENDS OF LOEW'S, INC.

Dated: _____

By: _____
President

City Clerk File No. Ord. 09-062

Agenda No. 3.K 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-062

**TITLE: ORDINANCE IMPLEMENTING THE JERSEY CITY MUNICIPAL CODE CREATING
THE ANIMAL CONTROL COMMISSION**

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

A. The following implementing the Jersey City Municipal Code are hereby adopted:

ANIMAL CONTROL COMMISSION

Purpose: The purpose of the Animal Control Commission shall be to develop and track measurable objectives to ensure a competent Animal Control program.

Powers and Duties of Commission: The Animal Control Commission shall be empowered to:

- A.) Assess existing policies and procedures for their relevance to community needs, and adherence to the requirements of state and local laws;
- B.) Identify existing needs within the community for an improved Animal Control response;
- C.) Ensure the municipality has a vital Animal Control program, which includes setting standards for Animal Control Officers consistent with those established by state law and making recommendations for continuing education;
- D.) Review complaints and work with the Division of Animal Control to ensure the appropriate response;
- E.) Advise as to better compliance with the requirements of the State Sanitary Code and all applicable state and local laws, and make recommendations to the Director of the Department of Health, Business Administrator, Mayor and Council for appropriate action to ensure compliance and correct noncompliance;
- F.) Make recommendations to the Mayor and Council concerning the development of codes, regulations and legislation to authorize and guide the practice of Animal Control;
- G.) Review the City's animal shelter management contract when it comes up for renewal, and make recommendations to the Mayor and Council concerning the terms thereof and compliance therewith, including advising the Business Administrator concerning the development of any Request for Proposals issued by the City;

ORDINANCE IMPLEMENTING THE JERSEY CITY MUNICIPAL CODE CREATING THE ANIMAL CONTROL COMMISSION

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of 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 is new. Therefore, underlining has been omitted.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

ORDINANCE IMPLEMENTING THE JERSEY CITY MUNICIPAL CODE CREATING THE ANIMAL CONTROL COMMISSION

- H.) Advise as to better compliance with the City's animal shelter management contract and issue an annual report to the Mayor and Council.

Membership; Appointments: The Animal Control Commission shall consist of nine (9) members, appointed as follows:

- 1.) One (1) member appointed by the Mayor;
- 2.) One (1) member from each of the six wards shall be appointed by the Ward Council person;
- 3.) Two (2) ex officio members consisting of the Director of the Department of Health and Human Services; and Chief Animal Control Officer for the Division of Animal Control. Any ex officio member may designate a member of his or her staff to attend a meeting of the Commission as a representative of the ex officio member;
- 4.) All members to the extent practicable shall consist of representatives from various segments of the community, including but not limited to veterinarians, dog trainers, animal shelter personnel, animal rescue volunteers, disaster planning and response volunteers, and should be affiliated with animal welfare organizations concerned with the health, legal, and housing needs of domesticated animals. Preference should be given to those individuals who have satisfactorily completed the Animal Control Officers' Certification course established by N.J.S.A. 4:19-15.16;
- 5.) Of the members first appointed, five (5) shall serve for a term of two (2) years; and four (4) shall serve for three (3) years. Thereafter, each member shall be appointed for a three (3) year term and shall serve until a successor is appointed. Vacancies caused by resignation or otherwise shall be filled for the unexpired term by the Mayor or Ward Council person, as appropriate; and
- 6.) The Commission shall elect a Chairperson, Vice Chair person, and Executive Secretary, who shall serve for a term of one year, at the pleasure of the Commission, and without compensation.

Meetings: The Commission shall meet at least once every month at a time fixed by the members of the Commission. The Chairperson, or in the absence of the Chairperson the Vice Chairperson, may call special meetings.

Cooperation of City Departments and Agencies:

- A.) The Mayor shall through the Director of Health and Human Services, subject to available appropriation, provide for the adequate functioning of the Commission;
- B.) All City departments and agencies shall cooperate with the Commission;
- C.) The Director of the Department of Health, the Health Officer, and the Chief Animal Control Officer for the Division of Animal Control shall provide and make available to the members of the Commission copies of relevant