

City Clerk File No. Ord. 11-012

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-012

TITLE: **ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE**

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

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

*

Chief Landscape Architect

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

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

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

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For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

**Pursuant to N.J.S.A. 40:69A-43a.*

JM/he
1/18/11

02 11014

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required

Not Required

City of
JERSEY CITY
JERRAMIAH T. HEALY, Mayor
280 Grove Street
Jersey City, New Jersey 07302

(201) 547-5000
Fax (201) 547-4288

E.O. _____

_____, 2011

**EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY**

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L. 1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade

Title

34

Chief Landscape Architect

This order shall take effect immediately.

Very truly yours,

JERRAMIAH T. HEALY, MAYOR

JTH/he

cc: John Kelly, Business Administrator
William T. Matsikoudis, Corporation Counsel
Robert Byrne, City Clerk
Paul Soyka, Chief Financial Officer
Larry Ross, Personnel Director

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch 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 state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

Chief Landscape Architect

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

Larry Ross, Personnel Director

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

To establish a new title in accordance with New Jersey Department of Personnel Rules and Regulations.

Reasons for the Proposed Program, Project, Etc.:

Brian Weller Title Change from Landscape Architect to Chief Landscape Architect -

To assume many of the duties of former employee Glenn Wrigley- Chief Architect

Anticipated Benefits to the Community:

Cost of Program, Project, Etc. : (Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: _____

Anticipated Completion Date: _____

Person Responsible for Coordinating Proposed Program, Project Etc.: _____

Additional Comments:

Union Affiliation- Mgt Labor Grade - 34

I Certify That All Facts Present Herein Are Accurate.

1/5/11
Date

Rodney Adley
Department Director

Date Submitted to Business Administrator 1/5/11

NEW TITLE

TITLE: CHIEF LANDSCAPE ARCHITECT

LABOR GRADE: 34

MIN. \$23,400 MAX. \$70,895

UNION: MGMT.

DEPT.: PUBLIC WORKS

BRIAN WELLER

Salary: \$68,600 + 200

I N T E R**MEMO****Department of Public Works
Office of the Director**

O F F I C E

To: Mayor Jeremiah Healy

From: Rodney Hadley, Director, Department of Public Works

Subject: Change of Title: Brian Weller

Date: January 12, 2011

I am recommending that Mr. Brian Weller's title of Landscape Architect be changed to Chief Landscape Architect filling management role vacated by former Chief Architect Glenn Wrigley. Kindly note there is no additional salary increase.

Since the departure of Chief Architect, Glenn Wrigley, there has been a void left in the daily operation of Division of Architecture.

Mr. Weller has the necessary credentials and experience to handle this position. This title change will allow Mr. Weller to effectively manage and discipline employees within Division of Architecture.

I am hopeful that upon completion of your review, you will find Mr. Brian Weller acceptable and render him eligible for the position of Chief Landscape Architect.


Rodney Hadley, Director,
Department of Public Works

RH/sac

City Clerk File No. Ord. 11-013

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 11-013

TITLE: ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF THE TAX EXEMPTION AND FINANCIAL AGREEMENT FROM 70 HUDSON STREET URBAN RENEWAL ASSOCIATES, LLC, TO RT 70 HUDSON URBAN RENEWAL, LLC, PURSUANT TO SECTION 9.1 OF THE FINANCIAL AGREEMENT AND N.J.S.A. 40A:20-22 OF THE LONG TERM TAX EXEMPTION LAW

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

WHEREAS, 70 Hudson Street Urban Renewal Associates, LLC, is an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity owns certain property known as Block 5, Lot 30 (formerly known as Block 5, Lots 1, 2, 3, 4 and A2) on the City's Official Tax map, consisting of approximately 1.16 acres, and more commonly known by the street address of 70 Hudson Street, Jersey City, New Jersey [Property], all of which is located within the boundaries of the Colgate Redevelopment Plan; and

WHEREAS, by the adoption of Ordinance 99-044 on April 14, 1999, the Municipal Council of the City of Jersey City approved a 20 year tax exemption and authorized the execution of a financial agreement for a project to consist of a 12 story building to contain approximately 394,296 gross square feet of office space; and

WHEREAS, the Entity proposed to pay a service charge calculated as 2% of total project cost, which sum is subject to Staged Adjustments and Periodic Increases over the term of the tax exemption; and

WHEREAS, the Entity and the City executed a Financial Agreement on October 20, 1999 [Financial Agreement], with an estimated annual service charge of \$1,059,527 plus an administrative fee; and

WHEREAS, on November 30, 2010, the Entity applied to the City for its consent to the sale of the project to RT 70 Hudson Urban Renewal LLC, urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq.; and

WHEREAS, the New Entity has agreed to assume all obligations of the Entity under the Financial Agreement; and

WHEREAS, pursuant to Section 9.1 of the Financial Agreement, upon written application by the Entity, the City is required to consent to the sale or transfer of a tax exemption if: 1) the New Entity does not own any other tax exempt project; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of its financial agreement or the Law; and 4) the New Entity agrees to assume all obligations of the existing Entity; and

ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF THE TAX EXEMPTION AND FINANCIAL AGREEMENT FROM 70 HUDSON STREET URBAN RENEWAL ASSOCIATES, LLC, TO RT 70 HUDSON URBAN RENEWAL, LLC, PURSUANT TO SECTION 9.1 OF THE FINANCIAL AGREEMENT AND N.J.S.A. 40A:20-22 OF THE LONG TERM TAX EXEMPTION LAW

WHEREAS, the New Entity will continue to pay a service charge of 2% of total project cost which in 2010 was approximately \$1,170,327.

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

A. The Application of 70 Hudson Street Urban Renewal Associates, LLC, an urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. attached hereto, for Block 5, Lot 30 (formerly known as Block 5, Lots 1, 2, 3, 4 and A2), and more commonly known by the street address of 70 Hudson Street, to sell the project and transfer the tax exemption, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a consent to assignment and assumption agreement with RT 70 Hudson Urban Renewal, LLC, as well as any other documents appropriate or necessary to effectuate the sale and transfer of the Project and the tax exemption financial agreement, and the purposes of this ordinance.

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

D. 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.

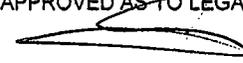
E. This ordinance shall take effect at the time and in the manner provided by law.

F. 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.

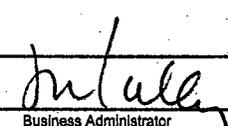
NOTE: All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he
1-19-11

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

**CONSENT TO ASSIGNMENT OF FINANCIAL AGREEMENT
AND
ASSUMPTION OF FINANCIAL AGREEMENT,
BETWEEN
RT 70 HUDSON URBAN RENEWAL, LLC
AND
THE CITY OF JERSEY CITY**

THIS AGREEMENT dated the ____ day of _____, 2011, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302 and **RT 70 HUDSON URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at c/o K&L Gates, LLP, One Newark Center - Tenth Floor, Newark, New Jersey 07102-5252.

WHEREAS, pursuant to N.J.S.A. 40A:20-22 of the Long Term Tax Exemption Law, and Ordinance 99-044 adopted on April 14, 1999, the City approved a Long Term Tax Exemption and the execution of a Financial Agreement with 70 Hudson Street Urban Renewal Associates, LLC [Entity], for the construction of a project consisting of a 12 story building to contain approximately 394,296 gross square feet of office space, and more particularly described as Block 5, Lot 30 (formerly known as Block 5, Lots 1, 2, 3, 4 and A2), on the official Tax Map of the City of Jersey City [Project]; and

WHEREAS, the City and 70 Hudson Street Urban Renewal Associates, LLC, entered into a financial agreement dated October 20th, 1999, [Financial Agreement]; and

WHEREAS, pursuant to an Agreement of Sale 70 Hudson Street Urban Renewal Associates, LLC, as seller agreed to sell the Project and assign the Financial Agreement to RT 70 Hudson Urban Renewal, LLC [the New Entity]; and

WHEREAS, the Financial Agreement provides that any sale of the Project or Assignment of the Financial Agreement is null and void unless approved by the City in advance; and

WHEREAS, by application dated November 30, 2010, 70 Hudson Street Urban Renewal Associates, LLC, formally requested that the City give its consent and approval to 70 Hudson Street Urban Renewal Associates, LLC, sale of the Project and assignment of the Financial Agreement to RT 70 Hudson Urban Renewal, LLC; and

WHEREAS, by adoption of Ordinance _____ on _____, the Municipal Council of the City of Jersey City: consented to a sale of the Project from 70 Hudson Street Urban Renewal Associates, LLC to RT 70 Hudson Urban Renewal, LLC; consented to the assignment and continuation of all rights and obligations under the Financial Agreement in RT 70 Hudson Urban Renewal, LLC; and authorized the City Business Administrator to execute any documents necessary and appropriate to effectuate the foregoing; and

WHEREAS, the parties hereto now seek to memorialize the consent of the City to the assignment of the Financial Agreement and the assumption of all right and obligations of the Financial Agreement by RT 70 Hudson Urban Renewal, LLC.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by 70 Hudson Street Urban Renewal Associates, LLC, of the Financial Agreement to RT 70 Hudson Urban Renewal, LLC and the continuation of all rights and obligations under the Financial Agreement in RT 70 Hudson Urban Renewal, LLC;
2. RT 70 Hudson Urban Renewal, LLC, hereby assumes all of the rights and obligations of the Entity (as that term is defined in the Financial Agreement) in the Financial Agreement.
3. The City acknowledges that as of the date hereof, the names and the addresses of the parties entitled to receive notice under and pursuant to paragraph 9.1 of the Financial Agreement shall be as follows:

RT 70 Hudson Urban Renewal, LLC
c/o K&L Gates, LLP
One Newark Center - Tenth Floor
Newark, New Jersey 07102-5252

4. Pursuant to Section 9.1 of the Financial Agreement, upon written application by the Entity, the City is required to consent to the sale or transfer of a tax exemption if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of its financial agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity.

5. In addition, pursuant to Section 9.1 of the Financial Agreement and as permitted under N.J.S.A. 40A:20-22, for agreements negotiated prior to the 2003, an Entity seeking to sell a project, is required to pay the City an amount equal to 1% of the actual sales price, which is ordinarily the consideration stated in the deed to the New Entity.

6. The original Financial Agreement dated October 20, 1999, hereby remain in full force and effect.

Any and all capitalized terms in this Agreement shall be defined in accordance with and by reference to the Financial Agreement and/or N.J.S.A. 40A:20-1 et seq.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ATTESTED:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

WITNESS:

**70 HUDSON STREET URBAN
RENEWAL ASSOCIATES, LLC**

WITNESS:

**By: Irwin A. Horowitz
Executive Vice President**

**RT 70 HUDSON URBAN RENEWAL,
LLC**

**By: Philip L. Kianka
Vice President**

City Clerk File No. Ord. 11-014

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 11-014

TITLE: ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF THE TAX EXEMPTION AND FINANCIAL AGREEMENT FROM 90 HUDSON STREET URBAN RENEWAL ASSOCIATES, LLC, TO RT 90 HUDSON URBAN RENEWAL, LLC, PURSUANT TO SECTION 9.1 OF THE FINANCIAL AGREEMENT AND N.J.S.A. 40A:20-22 OF THE LONG TERM TAX EXEMPTION LAW

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

WHEREAS, 90 Hudson Street Urban Renewal Associates, LLC, is an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity owns certain property known as Block 6, Lot 15 (formerly known as Block 6, Lot 1A) on the City's Official Tax map, consisting of approximately 1.15 acres, and more commonly known by the street address of 90 Hudson Street, Jersey City, New Jersey [Property], all of which is located within the boundaries of the Colgate Redevelopment Plan; and

WHEREAS, by the adoption of Ordinance 98-042 on May 13, 1998, the Municipal Council of the City of Jersey City approved a 20 year tax exemption and authorized the execution of a financial agreement for a project to consist of a 12 story office building, and contain 404,000 gross square feet of office space and related parking; and

WHEREAS, the Entity proposed to pay a service charge calculated as 2% of total project cost, which sum is subject to Staged Adjustments and Periodic Increases over the term of the tax exemption; and

WHEREAS, the Entity and the City executed a Financial Agreement on May 13th, 1998 [Financial Agreement], with an estimated annual service charge of \$1,088,336 plus an administrative fee; and

WHEREAS, on November 30, 2010, the Entity applied to the City for its consent to the sale of the project to RT 90 Hudson Urban Renewal LLC, urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq.; and

WHEREAS, the New Entity has agreed to assume all obligations of the Entity under the Financial Agreement; and

WHEREAS, pursuant to Section 9.1 of the Financial Agreement, upon written application by the Entity, the City is required to consent to the sale or transfer of a tax exemption if: 1) the New Entity does not own any other tax exempt project; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of its financial agreement or the Law; and 4) the New Entity agrees to assume all obligations of the existing Entity; and

ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF THE TAX EXEMPTION AND FINANCIAL AGREEMENT FROM 90 HUDSON STREET URBAN RENEWAL ASSOCIATES, LLC, TO RT 90 HUDSON URBAN RENEWAL, LLC, PURSUANT TO SECTION 9.1 OF THE FINANCIAL AGREEMENT AND N.J.S.A. 40A:20-22 OF THE LONG TERM TAX EXEMPTION LAW

WHEREAS, the New Entity will continue to pay service charge equal to 2% of total project cost which in 2010 was approximately \$1,313,295.

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

A. The Application of 90 Hudson Street Urban Renewal Associates, LLC, an urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. attached hereto, for Block 6, Lot 15 (formerly known as Block 6, Lot 1A), and more commonly known by the street address of 90 Hudson Street, to sell the project and transfer the tax exemption, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a consent to assignment and assumption agreement with RT 90 Hudson Urban Renewal, LLC, as well as any other documents appropriate or necessary to effectuate the sale and transfer of the Project and the tax exemption financial agreement, and the purposes of this ordinance.

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

D. 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.

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

F. 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 repealed matter by *italic*.

JM/he
1-19-11

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: *John Callahan*
Business Administrator

Certification Required

Not Required

**CONSENT TO ASSIGNMENT OF FINANCIAL AGREEMENT
AND
ASSUMPTION OF FINANCIAL AGREEMENT,
BETWEEN
RT 90 HUDSON URBAN RENEWAL, LLC
AND
THE CITY OF JERSEY CITY**

THIS AGREEMENT dated the ____ day of _____, 2011, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302 and **RT 90 Hudson URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at c/o K&L Gates, LLP, One Newark Center - Tenth Floor, Newark, New Jersey 07102-5252.

WHEREAS, pursuant to N.J.S.A. 40A:20-22 of the Tax Exemption Law, and Ordinance 98-042 adopted on May 13, 1999, the City approved a Long Term Tax Exemption and the execution of a Financial Agreement with 90 Hudson Street Urban Renewal Associates, LLC [Entity], for the construction of a 12 story office building, to contain 404,000 gross square feet of office space and related parking, and more particularly described as Block 6, Lot 15 (formerly known as Block 6, Lot 1A), on the official Tax Map of the City of Jersey City [Project]; and

WHEREAS, the City and 90 Hudson Street Urban Renewal Associates, LLC, entered into a financial agreement dated May 13th, 1998, [Financial Agreement]; and

WHEREAS, pursuant to an Agreement of Sale 90 Hudson Street Urban Renewal Associates, LLC, as seller agreed to sell the Project and assign the Financial Agreement to RT 90 Hudson Urban Renewal, LLC [the New Entity]; and

WHEREAS, the Financial Agreement provides that any sale of the Project or Assignment of the Financial Agreement is null and void unless approved by the City in advance; and

WHEREAS, by application dated November 30, 2010, 90 Hudson Street Urban Renewal Associates, LLC, formally requested that the City give its consent and approval to 90 Hudson Street

Urban Renewal Associates, LLC, sale of the Project and assignment of the Financial Agreement to RT 90 Hudson Urban Renewal, LLC; and

WHEREAS, by adoption of Ordinance _____ on _____, the Municipal Council of the City of Jersey City: consented to a sale of the Project from 90 Hudson Street Urban Renewal Associates, LLC to RT 90 Hudson Urban Renewal, LLC; consented to the assignment and continuation of all rights and obligations under the Financial Agreement in RT 90 Hudson Urban Renewal, LLC; and authorized the City Business Administrator to execute any documents necessary and appropriate to effectuate the foregoing; and

WHEREAS, the parties hereto now seek to memorialize the consent of the City to the assignment of the Financial Agreement and the assumption of all right and obligations of the Financial Agreement by RT 90 Hudson Urban Renewal, LLC.

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by 90 Hudson Street Urban Renewal Associates, LLC, of the Financial Agreement to RT 90 Hudson Urban Renewal, LLC and the continuation of all rights and obligations under the Financial Agreement in RT 90 Hudson Urban Renewal, LLC;

2. RT 90 Hudson Urban Renewal, LLC, hereby assumes all of the rights and obligations of the Entity (as that term is defined in the Financial Agreement) in the Financial Agreement.

3. The City acknowledges that as of the date hereof, the names an the addresses of the parties entitled to receive notice under and pursuant to paragraph 9.1 of the Financial Agreement shall be as follows:

RT 90 Hudson Urban Renewal, LLC
c/o K&L Gates, LLP
One Newark Center - Tenth Floor
Newark, New Jersey 07102-5252

4. Pursuant to Section 9.1 of the Financial Agreement, upon written application by the Entity, the City is required to consent to the sale or transfer of a tax exemption if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of its financial agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity.

5. In addition, pursuant to Section 9.1 of the Financial Agreement and as permitted under N.J.S.A. 40A:20-22, for agreements negotiated prior to the 2003, an Entity seeking to sell a project, is required to pay the City an amount equal to 1% of the actual sales price, which is ordinarily the consideration stated in the deed to the New Entity.

6. The original Financial Agreement dated May 13, 1998, hereby remain in full force and effect.

Any and all capitalized terms in this Agreement shall be defined in accordance with and by reference to the Financial Agreement and/or N.J.S.A. 40A:20-1 et seq.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ATTESTED:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

JOHN KELLY
BUSINESS ADMINISTRATOR

WITNESS:

90 HUDSON STREET URBAN RENEWAL ASSOCIATES, LLC

By: Irwin A. Horowitz
Executive Vice President

WITNESS:

RT 90 HUDSON URBAN RENEWAL, LLC

By: Philip L. Kianka
Vice President



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-015

TITLE: ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY, AS LESSEE, AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY

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

WHEREAS, the City of Jersey City ("City") has and continues to have need of storage space for equipment used by the City's Fire and Emergency Services; and

WHEREAS, the City has leased approximately 6000 square feet storage space at 46 State Street, Jersey City, New Jersey from 18 Ash Street Realty, LLC which lease will end on December 31, 2010; and

WHEREAS, the City wishes to enter into a new lease with a 5-year term at the same base rent as charged in 2010; and

WHEREAS, the City will, therefore, pay to the lessor the monthly base rent of \$4,400.00, which is \$52,800.00, annually for five (5) years, plus real property taxes which in 2011 are \$7,000.00; 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 \$59,800.00 are available in Account No. 10-17-289-56-000-002.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with 18 Ash St, LLC for storage space for equipment used by the City's Fire and Emergency Services located at 46 State Street, Jersey City, New Jersey.
2. The term of the Lease shall be five (5) years commencing on January 1, 2011 and ending on December 31, 2015.
3. The total rental fee shall not exceed \$52,800 each year for five (5) years and shall be payable in 12 equal installments of \$4,400.00 per month, payable on the first day of each month, together with real estate 2011 taxes in the amount of \$7,000.00 for a total of \$59,800.00.
4. Funds in the amount of \$59,800.00 are available in Account No. 17-289-56-000-002.
- 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

ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY, AS LESSEE, AND 18 ASH STREET REALTY, LLC., AS LESSOR, FOR FIRE AND EMERGENCY STORAGE SPACE IN THE PREMISES LOCATED AT LOCATED AT 46 STATE STREET, JERSEY CITY, NEW JERSEY

- 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 \$59,800.00 are available in Account No.17-289-56-000-002.

JD/jn
1/6/11

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: 
Business Administrator

Certification Required

Not Required

LEASE

This LEASE, made the first day of January, 2011, by and between 18 Ash Street, LLC, having an address of 18 Ash Street, Jersey City, Hudson County, New Jersey (hereinafter referred to as "Landlord"); and the City of Jersey City, a Municipal Corporation, having an address of 280 Grove Street, Jersey City, New Jersey 07302 (hereinafter referred to as "Tenant").

PREAMBLE

Tenant is presently in possession of the Premises described herein. This Lease is intended to continue the existing Landlord-Tenant relationship on the terms provided for herein:

BASIC LEASE PROVISIONS AND DEFINITIONS

In addition to other terms elsewhere defined in this Lease, the following terms whenever used in this Lease shall have only the meanings set forth in this Section, unless such meanings are expressly modified, limited or expanded elsewhere herein.

(1) Premises: The Premises consist of 6,000 square feet located at 46 State Street, Jersey City, Hudson County, New Jersey, identified on the tax maps of the City of Jersey City as Tax Block 8.A, Lot 2018. The Premises are more particularly described on Exhibit 1 attached hereto and made a part hereof.

(2) Commencement Date: The Tenant is presently occupying the Premises; this Lease provides the terms and conditions of Tenant's continued occupation.

(3) Expiration Date: December 31, 2015, unless earlier terminated upon sixty (60) days' written notice to the other party, or unless the term of this Lease shall end sooner under the terms, covenants or conditions of this lease, or pursuant to law.

(4) Term: The Commencement Date through the Expiration Date are referred to herein as the "Term."

(5) Base Rent for the Term: Fifty-Two Thousand Dollars Eight Hundred Dollars (\$52,800.00) per annum, payable each month in advance in equal installments of Four Thousand Four Hundred Dollars (\$4,400.00).

(6) Additional Rent: Shall be the real property taxes payable on the Premises by the Tenant as invoiced by the Landlord with documentation from the City Tax Assessor. (which in the year 2011 are Seven Thousand Dollars (\$7,000.00)). Additional Rent shall also mean the costs of repair of the Premises (except for repair of the roof and major operating systems, which are to be paid by the Landlord) to the extent such costs are not paid by Tenant to the person or entity making such repairs; and the cost of utilities, which shall be payable directly to the applicable utility company as the Premises are separately metered to the extent that such utility payments are not paid directly to the utility company.

(7) Permitted Uses: shall mean a warehouse/garage area to be used by the Jersey City Fire Department for the purpose of storing Tenant's Jersey City Fire Department and Homeland Security equipment, including motor vehicles and any office space or desks associated therewith. The Premises shall not be used for any other purpose.

(8) Designated Broker: N/A

(9) Security Deposit: An amount equal to Seven Thousand Six Hundred Dollars (\$7,600.00) which both parties acknowledge has been paid by the Tenant to the Landlord.

(10) Extension Period: This Lease may be extended by up to two (2) one-year terms provided Tenant is not in default and provided Tenant notifies Landlord in writing of Tenant's desire to so extend on terms to be negotiated, for a first extension, at least sixty (60) days prior to the end of the Lease and, for a second extension, at least sixty (60) days' prior to the end of the first extension period. Landlord shall have no obligation to agree to either extension.

WITNESSETH:

For and in consideration of the Premises and the covenants herein contained, and upon the terms and conditions herein set forth, Landlord and Tenant agree as follows:

1. DESCRIPTION. Landlord hereby leases to Tenant, and Tenant hereby hires from Tenant, the Premises as defined in the Basic Lease Provisions and Definitions under the terms and conditions set forth in this Lease.

2. TERM. The Premises are leased for a term from the Commencement Date, and to end at 12:00 midnight on the date which is five (5) years thereafter (the "Expiration Date"), which may be extended in two (2) one-year Extension Periods, as defined in the Basic Lease Provisions and Definitions, provided Tenant is not in default and the parties agree thereto in writing.

3. BASIC RENT. The Tenant shall pay to Landlord during the Term, the Rent as defined in the Basic Lease Provisions and Definitions (the "Basic Rent"); payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. The Basic Rent is payable in advance on the first day of each calendar month during the Term in the equal monthly installments. Tenant shall pay the Basic Rent to the Landlord at the Landlord's above-stated address, or at such other place as the Landlord may designate in writing. In the event any payment shall be more than ten (10) days late, the Tenant shall pay Tenant shall pay Basic Rent, plus the sum of \$150.00 (the "Late Fee").

4. ADDITIONAL RENT. All sums due from Tenant hereunder, other than the Basic Rent shall be deemed Additional Rent. Any failure by Tenant to pay Additional Rent shall be deemed a failure of Tenant to pay Basic Rent.

5. REAL ESTATE TAXES. The Tenant shall pay to the Landlord the real property taxes due on the Premises as invoiced by the Landlord in accordance with the procedure currently followed by Landlord and Tenant in the tenancy in effect on December 31, 2010.

6. OPERATING AND MAINTENANCE COSTS.

A. Tenant shall, throughout the Term, take good care of the Premises and the fixtures and appurtenances therein, and at Tenant's cost and expense, make all repairs thereto except that Landlord shall be responsible for maintaining the roof and all major systems on the Premises. Tenant agrees to keep the Premises in a clean and sanitary condition and free from trash, flammable material and hazardous materials which Landlord has not specifically permitted Tenant to keep at the Premises. Tenant further agrees to keep the sidewalks and doorways clean and free of obstructions. Notwithstanding anything contained herein to the contrary, Tenant shall not be responsible for any structural repairs unless the need for said repairs is caused by any act or omission of Tenant, Tenant's agents, servants or employees.

B. During the Term, Tenant shall pay directly to the appropriate utility, the gas, electric, heat, water or any other service or utility charge. Landlord shall not be responsible for the disruption of any utility service to the Premises unless the disruption is caused by the Landlord, its members, employees, servants, agents, contractors, invitees or licensees.

C. Any work performed by Tenant on the Premises shall have the prior consent of the Landlord and shall be performed by contractors reasonable acceptable to Landlord prior to the commencement of such work. Tenant must notify Landlord in writing of the necessity of any major repairs to the Premises. All improvements made by Tenant to the Premises, which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall be come the property of Landlord upon expiration or sooner termination of the Term. If Tenant makes improvements at Tenant's expense which are not affixed to the Premises, Tenant may remove any such improvements provided Tenant restores the Premises to its original condition. No later than the last day of the Term, Tenant shall, at Tenant's expense, remove all Tenant's personal property and those improvements made by Tenant which have not become the property of Landlord, including trade fixtures, cabinetwork, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of said property and improvements; and surrender the Premises in as good condition as they were at the

beginning of the Term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Tenant, Tenant's agents, servants, visitors or licensees excepted. All other property of Tenant remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Landlord at Tenant's expense.

7. USE AND OCCUPANCY. Tenant shall only occupy the Premises according to the Permitted Uses. Tenant shall not use the Premises for training purposes.

8. ENVIRONMENTAL LAWS.

Tenant agrees to comply with all environmental laws and regulations, including but not limited to, the Industrial Site Recovery Act of 1993 (N.J.S.A. 13:1K-6 et seq.) ("ISRA") applicable to the Premises or to the Tenant's use or occupancy thereof. Tenant shall not be permitted to generate, store, manufacture, refine, transport, treat, dispose of, or otherwise allow to be Substances typically used in operating, cleaning or maintaining a municipal firefighting equipment present on or about the Premises, any Hazardous Substances with the sole exception of those substances which are needed for fire-fighting purposes. As used herein, "Hazardous Substances" shall be defined as any "hazardous chemical," "hazardous substance" or similar term as defined in the Comprehensive Environmental Responsibility Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.), the New Jersey Industrial Site Recovery Act, as amended, (N.J.S.A. 13:1K-6 et seq.), the New Jersey Spill Compensation and Control Act, as amended (N.J.S.A. 58:10-23.11b, et seq.), any rules or regulations promulgated thereunder, or in any other present or future applicable federal, state or local law, rule or regulation dealing with environmental protection.

9. EVENTS OF DEFAULT.

A. An event of default shall be deemed to have occurred:

(i) If Tenant shall fail to pay any installment of Basic Rent or Additional Rent within ten (10) days after same is due and does not pay same together with the Late Fee (as defined in paragraph 3 herein) within thirty (30) days thereafter;

(ii) If Tenant shall fail to perform any other covenant, condition or agreement within thirty (30) days of its receipt of written notice designating its failure of performance; provided that if any failure cannot reasonably be cured within thirty (30) days then no event of default shall exist;

(iii) If Tenant, or any of Tenant's employees, agents, invitees or licensees, uses the Premises for any illegal purpose(s); or

(iv) If Tenant shall allow the Premises to become vacant, deserted or abandoned; or

(v) If Tenant's interest in this Lease or possession of the Premises shall devolve upon or pass to any person or entity other than a department, division or agency of the City of Jersey City, whether by operation of law or otherwise.

B. Should Tenant be evicted by summary proceedings or otherwise; then, Landlord, may, in addition to any other remedies herein contained or as may be permitted by law, without being liable for prosecution therefore, or for damages, re-enter the Premises and have and again possess and enjoy the same; and re-let the Premises and receiving the rents therefore and apply the same first to the payment of such expenses, reasonable attorneys' fees and costs, as Landlord may have incurred in re-entering and repossessing the same and making such repairs and alterations as may be necessary and second, to the payment of the rents due hereunder. Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to re-entry by Landlord to the extent of the difference between the rents reserved hereunder and the rents, if any, received by Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month. Notwithstanding the foregoing, Landlord has an affirmative duty to mitigate damages by making immediate and on-going good faith efforts to re-let the Premises.

10. DAMAGE TO PREMISES.

A. Repair of Damage. If the Premises shall be damaged by fire or other casualty to the extent that the cost of restoration will not exceed twenty-five percent (25%) of the replacement value of the building in which the Premises are located, then, if the fire damage or other casualty was the fault of the Tenant, Tenant's agents, servants, employees, invitees, visitors or licensees, Tenant shall be responsible for the repair and restoration of the Premises to its condition preceding the damage. The contractors and repair/restoration scope of work will be approved by the Landlord prior to commencement. During any period of Tenant's reparation and restoration, Basic and Additional Rent shall be payable as if said fire or other casualty had not occurred.

If fire or casualty damage to the Premises is not the fault of Tenant, Tenant's agents, servants, employees, invitees, visitors or licensees, but rather the result of an act of nature or resulting from Landlord's acts or omissions (or the acts or omissions of Landlord's members, agents, servants or contractors), then the Landlord shall be required to repair and restore the premises to the extent that the cost of restoration will not exceed twenty-five percent (25%) of the replacement value of the building in which the Premises are located, and Tenant shall pay equitably-reduced Basic Rent for the period of restoration and to the extent to which the Premises (or a portion thereof) are not reasonably usable for the purpose for which they are leased. During restoration, Tenant shall continue to pay the real property taxes and those utilities needed by it to continue its use and operation as a warehouse/office.

B. Termination Option. Anything in subparagraph "A" of this paragraph 10 to the contrary notwithstanding, if the Premises are totally damaged or are rendered wholly untenable, then either party may (not later than sixty (60) days following the damage) give the other party a notice in writing terminating this Lease.

C. Property Loss or Damage. Neither Landlord nor its agents shall be liable to Tenant for any injury or damage to persons or property or interruption of Tenant's business resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances or plumbing works, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature unless such injury or damage is a result of Landlord's failure to maintain the roof and/or the Premise's major operating systems; nor shall Landlord or its agents be liable for any such damage caused by other persons in the Premises, unless such persons are Landlord, its members, employees, agents, invitees, licensees or servants. Tenant shall reimburse and commensurate Landlord as Additional Rent within ten (10) days after receiving a statement for all expenditures made by, or damages or fines sustained or incurred by Landlord due to nonperformance or noncompliance with or breach or failure to observe any term, covenant or condition of the lease upon Tenant's part to be kept, observed, performed or complied with. Tenant shall give immediate notice to Landlord in case of fire or accident in the Premises.

11. EMINENT DOMAIN. If Tenant's use of the Premises is materially affected due to the taking by eminent domain of (a) the Premises or any part hereof or any estate therein; or (b) any common areas necessary to Tenant's business at the Premises; then, in either event, this Lease shall terminate on the date when title vests pursuant to such taking. The Basic Rent, shall be apportioned as of said termination date and any Basic Rent paid for any period beyond said date shall be repaid to Tenant. In the event of a partial taking which does not effect a termination of this Lease but does deprive Tenant of the use of a portion of the Premises, there shall either be an abatement or an equitable reduction of the Basic Rent, depending on the period for which and the extent to which the Premises or a portion thereof so taken are not reasonably usable for the purpose for which they are leased hereunder. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a separate claim against the taking entity for any taking of fixtures and improvements owed by Tenant which have not become Landlord's property, and for moving expenses.

12. INDEMNIFICATION. Tenant shall not do or permit any act or thing to be done upon the Premises which may subject Landlord to any liability or responsibility for injury, damages to persons or property or to any liability by reason of any violation of law or of any legal requirement of public authority, but shall exercise such control over the Premises as to protect Landlord against such liability. Tenant agrees to indemnify and save harmless the

Landlord from and against any loss, liability or damage suffered or incurred as a result of the negligent acts or omissions or the misconduct of Tenant or Tenant's employees, agents and servants.

13. NON-LIABILITY OF LANDLORD. Landlord shall not be liable for (and Tenant shall make no claim against Landlord for) any property damage which or personal injury which may be sustained by Tenant or any other person, as a consequence of the failure, breakage, leakage, inadequacy, defect or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leader, gutters, valleys, down spouts, or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other tenant of Landlord or any other tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with interruption or failure of any services or utilities furnished or supplied by Landlord. Tenant shall give Landlord notice of the occurrence of any event set forth in this paragraph 15 promptly upon becoming aware of same.

14. ASSIGNMENT AND SUB-LETTING. Tenant shall not assign this Lease nor sublet it to any persons or entities. Notwithstanding the foregoing, since Tenant is a subdivision, authority, body, agency, instrumentality or other entity created and/or controlled pursuant to the laws of the State of New Jersey and the ordinances and policies of the City of Jersey City, and/or may also be controlled by the laws, regulations or rules of an intra-state or federal government entity ("Governmental Entity"), the provisions of this paragraph shall not apply to the transfer of any of Tenant's rights to use and occupy the Premises to any other Governmental Entity; however, upon such transfer the provisions of this Lease and Tenant's rights herein shall apply to the Governmental Entity which shall replace to succeed to similar public functions, responsibilities and areas of authority as Tenant, provided that the Tenant shall utilize the premises in a manner substantially similar to Tenant; and shall not utilize the Premises in any manner which, in Landlord's judgment would impair the use or reputation of the Premises

15. CERTIFICATES. From time to time, within ten (10) days following a request by the Landlord, Tenant shall deliver to the Landlord a written statement executed and acknowledged by Tenant, in form satisfactory to Landlord or such mortgage (i) stating that this Lease is then in full force and effect and has not been modified (or, if modified, setting forth all modifications), (ii) setting forth the date to which the Basic Rent, Additional Rent, taxes, utility charges and any other charges hereunder have been paid, together with the amount of fixed base monthly Basic Rent then payable, (iii) stating whether or not, to the best knowledge of Tenant, the Landlord is in default under this Lease, and, if Landlord is in default, setting forth the specific nature of all such defaults, (iv) stating the amount of the security deposit under this Lease, (v) stating whether any Governmental Entities are using the Premises (as contemplated by paragraph 14 of this Lease), (vi) stating the address of the Tenant to which all notices and communications under the Lease shall be sent, the Commencement Date and the Expiration Date and (vii) as to any other matters reasonably requested by the Landlord. Tenant acknowledges that any statement delivered pursuant to this subparagraph may be relied upon by any purchaser or owner of the premises, or by any holder of a Mortgage, or by any assignee of any holder of a Mortgage.

16. RIGHT TO INSPECT AND REPAIR. Landlord may enter the Premises at any reasonable time on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacement or additions, in, to and about the Premises or the Building, as Landlord deems necessary or desirable.

17. RIGHT TO CURE TENANT'S BREACH. If Tenant breaches any covenant or condition of this Lease, Landlord may, on five (5) days' written notice to Tenant (except that no notice shall be given in case of emergency), cure such breach at the expense of Tenant and seek full recompense from Tenant. Notwithstanding the foregoing, Landlord shall have no obligation whatsoever to cure said Tenant breach but may do so at Landlord's sole discretion.

18. RIGHT TO SHOW PREMISES. Landlord may show the Premises to prospective purchasers and mortgagees; and, during the six (6) months prior to termination of this Lease as extended by the exercise of any renewal option hereunder, to prospective Tenants, during

business hours on reasonable notice to Tenant.

19. INSURANCE.

A. Tenant's Insurance. Tenant is a municipal corporation of the State of New Jersey. Pursuant to the authority provided in New Jersey Statutes Annotated 40A:10-1 *et seq.* Tenant established a self-insurance program to provide workers' compensation, general liability and automobile liability protection for the City's operations. The details of this self-insurance program are set forth in Exhibit 2 attached hereto and also provide for insurance over the self-insurance limit.

B. Landlord's Insurance. Landlord covenants and agrees it has insurance on the Premises and that it will continue to maintain same throughout the Term in an amount equal to full replacement value sufficient to avoid co-insurance and public liability insurance in such reasonable amounts but in no event less than Two Million Dollars (\$2,000,000.00) single limit with such reasonable deductible as required by any mortgage or, if there is no mortgage, as would be carried by a prudent owner of a similar building in the area. Landlord may, but shall not be obligated to, take out and carry any other forms of insurance as it or the mortgagee or ground Landlord (if any) of Landlord may require or reasonably determine available.

20. QUIET ENJOYMENT. Landlord covenants that if, and so long as, Tenant pays the Basic Rent, as herein provided and performs the covenants hereof, Landlord shall do nothing to affect Tenant's right to peaceably and quietly have, hold and enjoy the Premises for the Term herein mentioned, subject to the provisions of this Lease and to any mortgage or deed of trust to which this Lease shall be subordinate.

21. NO OTHER REPRESENTATIONS. Tenant is presently occupying the premises under an expiring lease and neither party has made any new representations or promises with respect to the Premises other than what is set forth herein.

22. RULES OF CONSTRUCTION/APPLICABLE LAW. Any table of contents, captions, headings and titles in this Lease are solely for convenience of reference and shall not affect its interpretations. This Lease shall be construed without regard to any presumption or other rule requiring construction against the party causing this Lease to be drafted. Each covenant, agreement, obligation or other provision of this Lease on either party's part to be performed, shall be deemed and construed as a separate and independent covenant of Tenant, not dependent on any other provision of this Lease. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require. This Lease shall be governed and construed in accordance with the laws of the State of New Jersey and by the State Courts of New Jersey. If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision or provisions to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

23. BROKERAGE. Tenant and Landlord warrant and represent to each other neither has dealt with any broker or brokers regarding the negotiation of the within Lease.

24. NOTICES. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by a recognized overnight courier service to sent by registered mail or certified mail in a postpaid envelope, return receipt requested, addressed, if to Tenant, at the above described Premises; if to Landlord, at Landlord's address as set forth above; or, to either at such other address as Tenant or Landlord, respectively, may designate in writing. Notice shall be deemed to have been duly given if delivered personally, or sent by a recognized overnight courier service on delivery thereof, and if mail, certified mail, return receipt requested.

25. SIGNAGE. Tenant shall have the right to have its name included on any monument on the exterior of the Premises. Tenant shall also be permitted to maintain a sign upon the entrance to the Premises in accordance with Landlord's standards for building signage. Subject to municipal approvals and Landlord's prior consent, Tenant shall also have the right to

place its name at the entrance of the Premises. The signage presently in place may remain but Landlord reserves the right to approve the size and placement of any new signage.

26. HOLDOVER. If Tenant shall hold over after the expiration of the term of this Lease or any extensions hereof, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, which tenancy may be terminated as provided by New Jersey state law in an action for possession of the premises. During such tenancy, Landlord and Tenant agree that Tenant will pay to Landlord the Basic Rent in effect on the Expiration Date plus all other sums due hereunder, plus an additional five percent (5%). Tenant shall continue to be bound by all of the terms, covenants and conditions contained in this Lease.

27. TENANT IMPROVEMENTS, ALTERATIONS and INSTALLATIONS: All fixtures, equipment, improvements, alterations, installations which are attached to the Premises, and any additions and appurtenances made by Tenant to the Premises shall become the property of Landlord upon installation unless Landlord shall have previously granted permission in writing for Tenant to remove same. Not later than the last day of the Term, Tenant shall, at its expense, remove from the Premises all of its personal property. Tenant, at its sole cost and expense, shall repair injury done by or in connection with the installation or removal of such improvements. Any equipment, fixtures, goods or other property of Tenant, not removed by Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the Premises by Tenant, or upon Tenant's eviction, shall be considered as abandoned and Landlord shall have the right, without any notice to Tenant, to sell or otherwise dispose of the same, at the expense of Tenant, and shall not be accountable to Tenant for any part of the proceeds of such sale, if any. Landlord may have any such property stored at Tenant's risk and expense.

28. CONSTRUCTION LIEN. Tenant shall not do or cause anything to be done whereby the Premises may be encumbered by a construction lien. If any such lien is filed against the Premises as a result of additions; alterations, repairs, installations, improvements or any other work or act of Tenant, Tenant shall discharge or bond same within fifteen (15) days from the date of the filing of the lien. If Tenant shall fail to timely discharge or bond the lien, Landlord may bond or pay lien or claim for the account of Tenant without inquiring into the validity of the lien or claim and Tenant shall reimburse Landlord upon demand.

29. RULES AND REGULATIONS. Tenant covenants and agrees that Tenant will faithfully observe and comply with the rules and regulations as Landlord hereafter at any time or from time to time may communicate in writing to Tenant, and which, in the reasonable judgment of Landlord, shall be necessary or desirable for the reputation, safety, care or appearance of the Premises or the preservation of good order therein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

WITNESS:

ROBERT BYRNE
CITY CLERK

Landlord
18 ASH STREET REALTY, LLC

BY: _____
PETER GARGIULO
MANAGING MEMBER

Tenant
CITY OF JERSEY CITY

BY: _____
JOHN KELLY
BUSINESS ADMINISTRATOR

City Clerk File No. Ord. 11-016

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 11-016

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF JERSEY CITY ADOPTING AN AMENDMENT TO CHAPTERS 90 ANIMALS AND 345-60 SUPPLEMENTARY ZONING REGULATIONS

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the unintended impact of urbanization can be food insecurity, malnutrition, and lack of recreational open space; and

WHEREAS, the creation of a more sustainable, healthy city includes identifying ways to provide adequate, reliable access to food supplies for all of its residents, maintaining recreational spaces, and revitalizing the urban landscape through waste and water management; and,

WHEREAS, urban agriculture also encompasses urban food production, which will help create food security, generate income for residents, promote healthier lifestyles, and provide opportunities for both environmental education and revitalization; and

WHEREAS, the Planning Board of Jersey City, at its meeting of January 25, 2010, did discuss and approve a motion recommending that the Municipal Council adopt the amendments contained herein; and

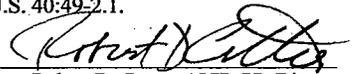
WHEREAS, the amendments to the Jersey City Municipal Code and Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey city that Section 90 Article II and Article V of the Jersey City Municipal Code along with Section 345-60 of the Land Development Ordinance, hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

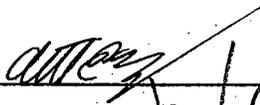
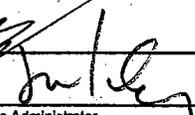
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage the

F. reof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, AICP, 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 JERSEY CITY ADOPTING AN AMENDMENT TO CHAPTERS 90 ANIMALS AND 345-60 SUPPLEMENTARY ZONING REGULATIONS

2. Name and Title of Person Initiating the Ordinance:

Carl Czaplicki, Director, HEDC

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

This Ordinance adopts regulations for the keeping of chickens, other poultry, and bees.

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

Create regulations that facilitate urban agriculture, specifically chicken and beekeeping, throughout Jersey City, as well as enable the NJDA's standards for beekeeping.

5. Anticipated Benefits to the Community:

Enhance the recreational, social, educational, and nutritional needs of local residents.

6. Cost of Proposed Project:

There are no new costs to the City as these are required regulations that will imposed of all development projects, public and private.

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

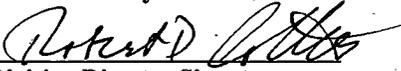
8. Anticipated Completion Date: Not Applicable (This is enabling legislation.)

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

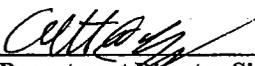
Robert D. Cotter, City Planning Director, 201-547-5050

10. Additional Comments:

I Certify that all the Facts Presented Herein are Accurate.


Division Director Signature

JAN 18, 2011
Date


Deputy Department Director Signature

JAN 18, 2011
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF JERSEY CITY ADOPTING AN AMENDMENT TO CHAPTERS 90 ANIMALS AND 345-60 SUPPLEMENTARY ZONING REGULATIONS

This Ordinance will amend Chapters 90 and Chapter 345-60 of the Jersey City Municipal Code. Chapter 90, Article II will be revised to allow for current standards for chicken and other poultry keeping that will provide a greater opportunity for food production and urban agriculture, but also create standards that would better protect the concern for community health. Chapter 90, Article V will be created to endorse the current permitted standards for beekeeping that are used by New Jersey Department of Agriculture. Revisions to the Land Development Ordinance Chapter 345 Section 60 of the Supplementary Zoning Regulations will provide permission and facilitation of urban agriculture through community gardening and food production.

Proposed Amendments to Chapter 90 – Animals, Article II of the Jersey City Municipal Code

Draft Prepared: January 18, 2011

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

§ 90-6. - Location; number restricted.

~~No pigeons, chickens or other poultry shall be kept within 25 feet of any structure owned by another and used for human habitation, occupation or assembly, provided that in no case shall any person or persons be permitted to keep more than 50 chickens, ducks or other poultry, including pigeons. No pigeons, chickens or other poultry shall be permitted to run, fly or stray within 25 feet of such structure, provided that this shall not apply to homing pigeons.~~

1-7 chickens, and no other poultry or birds

- ***Chickens shall be housed 25 feet away from any structure owned by anyone other than the licensee, and used for human habitation, occupation or assembly. Any distance less than 25 feet shall require a signed and notarized affidavit of consent from the current affected property owner, and renewed with every new owner. Should the new affected property owner disagree to a distance less than the required 25 ft, licensee shall be required to move chickens to the required distance.***
- ***Roosters shall be prohibited.***
- ***Slaughter for commercial purposes shall be prohibited.***
- ***Chickens shall be housed following the requirements of Chapter 90- Article II Section 8.***

8-50 chickens, and other poultry

- ***Shall be permitted provided that they are housed 40 feet away from any structure used for human habitation, occupation or assembly. In no case shall any person be permitted to keep more than 50 chickens, and in no case shall they be kept, permitted to run or stray within less than 40 feet from such structure.***
- ***Chickens and other poultry shall be housed following the requirements of Chapter 90- Article II Section 8.***

§ 90-8. - Requirements for housing or coops.

The following regulations and conditions for the keeping and housing of pigeons, chickens and other poultry shall be complied with.

- A. The house or coop shall be dry and well ventilated, with windows so placed, if possible, as to admit sunlight.
- B. The house or coop shall be well whitewashed or painted therein.
- C. The house or coop shall be cleaned at least once a week between November 1 and May 1, twice a week between May 1 and November 1 and, if necessary, to be cleaned more often and to be disinfected.
- D. Perches shall be removable and kept clean.
- E. Chicken nests shall be removable, cleaned, aired and sunned at frequent intervals.
- F. Drinking fountains in the area where the house or coop is located shall be cleaned and supplied at all times with clean water.
- G. The yard in the area where the house or coop is located shall be *fenced*, clean and free from odors.
- H. *Chickens must remain enclosed in a coop that is secure from predators as well as provides sufficient running room for chickens.*

Proposed Amendments to Chapter 90 – Animals, Article V - Bees of the Jersey City Municipal Code

All bee colonies shall be permitted and shall be registered with the New Jersey Department of Agriculture, where the beekeeper shall be a legally registered New Jersey Beekeeper, with proof of such registry to be filed with the Department of Health, Animal Control. No fees shall be charged by the City of Jersey City for licensing.

Proposed Amendments to Chapter 345 Article V Section 60 – Supplementary Zoning Regulations

§345-60

Q. Chicken, other Poultry, and Bee Keeping. Chicken and bee keeping is permitted in all zones in accordance with Chapter 90 Article II, for Chickens and Other Poultry, and Chapter 90 Article V, for bees, of the Jersey City Municipal Code

R. Community Gardens. Community gardening is permitted in all zones in accordance with the Jersey City "Adopt-A-Lot" Regulations.

R. S. Wireless Communications.

S. T. Group Homes.

T. U. Restaurant Overlay.

U. V. Satellite Earth Stations.

W. Non-conforming Uses, Structures, and Lots

City Clerk File No. Ord. 11-017

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 11-017

TITLE:

ORDINANCE AMENDING CITY ORDINANCE 01-109 AUTHORIZING THE LEASING OF VACANT LAND AND RECREATION AND OPEN SPACE LAND SHOWN TO BE IN NEED OF IMPROVEMENTS TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS FOR PUBLIC PURPOSES IN CONNECTION WITH THE CITY OF JERSEY CITY "ADOPT A LOT" PROGRAM

WHEREAS, the City of Jersey City ("City") is the owner of vacant lots *and open spaces shown to be in need of improvement* located throughout the City; and

WHEREAS, the City desires to ~~create~~ *amend* the "Adopt a Lot" program for the purpose of leasing lots for gardening and recreational purposes which benefit the public; and

WHEREAS, various non-profit corporations and associations ("Lessees") have expressed interest in participating in the "Adopt a Lot" programs; and

WHEREAS, the City desires to execute leases with Lessees desiring to participate in the City's "Adopt a Lot" program; and

WHEREAS, the Lessees shall conform with the material terms and conditions of the sample lease attached hereto; and

WHEREAS, parties interested in participating in the "Adopt a Lot" program shall contact the Director of the Department of Public Works *and the Division of City Planning*; and

WHEREAS, the Director of the Department of Public Works shall be authorized to approve leases with parties who agree to and are able to comply with the terms and conditions of the form of lease agreement for the "Adopt a Lot" programs; and

WHEREAS, the consideration for each lease shall be one dollar (\$1.00) a year and other good and valuable consideration; and

WHEREAS, the lease term shall be for ~~one~~ *two* years subject to the City's right to terminate the lease at its convenience without cause by providing 90 days prior notice; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the cultivation or use of vacant lots and open spaces declared in need of improvement for gardening or recreational purposes pursuant to NJSA 40A:12-14(c) and NJSA 40:A12-15(I); and

WHEREAS, as a condition of granting these leases the Lessees shall comply with all of the terms and conditions of the form of lease agreement attached hereto; and ~~a condition of granting these leases the Lessees shall submit reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program, setting out the use to which the leasehold will be put; the activities of the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted; the approximate~~

value or cost, if any, of such activities in furtherance of such purpose, and if Lessee is a corporation an affirmation of its tax exempt status as a non-profit corporation or association pursuant to both State and Federal laws.

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

- 1) *All parties desiring to participate in the "Adopt a Lot" program shall complete and submit an "Adopt a Lot" application, in writing or electronically, to the Director, Department of Public Works with a copy to the Division of City Planning.*
- 2) *The Director of Department of Public Works and the Division of City Planning are authorized to approve the application and issue the "Adopt a Lot" lease, and the Division of City Planning is authorized to administer the "Adopt a Lot" program.*

- 1) ~~All parties desiring to participate in the "Adopt a Lot" program shall make a written request to do so and file with the Director, Department of Public Works ("Director")~~
- 2) ~~The Director is authorized to approve the participation in the "Adopt a Lot" program of Lessees able to comply with the terms and conditions of the "Adopt a Lot" lease agreement. The Director shall notify the Manager of the City Office of Real Estate of all parties approved for participation in the program.~~
- 3) ~~For all parties approved for the program, the Mayor of Business Administrator shall be authorized to execute lease agreements that are in substantial compliance with the form of lease agreement attached hereto which contains the terms and conditions of the City's "Adopt a Lot" program. At the discretion of the Business Administrator and Corporation Counsel, the lease may include a provision requiring the City to indemnify and hold harmless a Lessee from any and all claims of personal injury, and property damage arising out of the Lessee's occupancy and use of the property.~~
- 4) ~~Before entering and taking possession of leased premises, Lessee shall notify the Director and then a representative of the Lessee and an employee of the Department of Public Works shall inspect the premises together for the purposes of locating and, if feasible, removing from the premises any dangerous materials. If the Director determines that a dangerous condition exists on the premises that cannot be remedied at a reasonable cost, then the City shall have the right to terminate the lease immediately.~~
- 5) ~~The lease term shall begin on the execution date of the lease by the appropriate City officials and shall end one year thereafter with the exception that the City shall have the right to terminate the lease at its convenience without cause by providing 90 days' prior notice.~~
- 6) ~~The consideration for the lease shall be \$1.00 per annum and such other good and valuable consideration benefitting the public at large.~~
- 7) ~~The award of lease shall be subject to submission of reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program setting out the use to which the leasehold will be put the activities that the Lessee will undertake in furtherance of a public purpose for which the leasehold is granted and the approximate value or cost, if any, of such activities in furtherance of such purpose and if Lessee is a corporation said report shall contain an affirmation of the Lessee's tax exempt status as a non-profit corporation pursuant to the both State and Federal Laws.~~
- 8) ~~The Department of Public Works shall be responsible for enforcement of all terms and conditions of the lease.~~
- 9) ~~If corporate charter of a non-profit corporation is revoked during the term of the lease, or if a non-profit corporation or an association ceases to use the property for gardening or recreational purposes which benefit the public, then the lease agreement may be cancelled by the City by providing 10 days written notice.~~
- 10) ~~Lessee shall construct no permanent improvements on the property. This prohibition includes but is not limited to paving the property with concrete, asphalt or other materials. In the event that the lease must be terminated, Lessee must remove all temporary improvements installed on the property by the Lessee at its own cost and expense. The City shall not be responsible for the cost of removing Lessee's temporary improvements.~~

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

NOTE:

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 intended to be enacted.

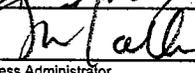

Robert D. Cotter, AICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE AMENDING CITY ORDINANCE 01-109 AUTHORIZING THE LEASING OF VACANT LAND AND RECREATION AND OPEN SPACE LAND SHOWN TO BE IN NEED OF IMPROVEMENTS TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS FOR PUBLIC PURPOSES IN CONNECTION WITH THE CITY OF JERSEY CITY "ADOPT A LOT" PROGRAM

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:

Amends the current city ordinance, which authorizes the lease of vacant city land, to also include open space shown to be in need of improvements, and also to include the revised "Adopt a Lot" lease.

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

The amendments reflect the drastic changes that were made to the "Adopt a Lot" program and lease to provide more resources to the residents that participate in the program and great legal protection for the City in its participation in the program.

5. Anticipated Benefits to the Community:

The amendments will facilitate urban agriculture, community building, food security, environmental education, and healthier residents.

6. Cost of Proposed Plan, etc.:

None

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

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

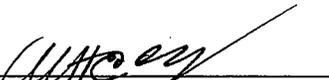
Robert D. Cotter, City Planning Director

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

JAN 18, 2011
Date


Department Director Signature

JANUARY 19, 2011
Date

SUMMARY STATEMENT -

ORDINANCE AMENDING CITY ORDINANCE 01-109 AUTHORIZING THE LEASING OF VACANT LAND AND RECREATION AND OPEN SPACE LAND SHOWN TO BE NEED OF IMPROVEMENTS TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS FOR PUBLIC PURPOSES IN CONNECTION WITH THE CITY OF JERSEY CITY "ADOPT A LOT" PROGRAM

The amendments reflect the drastic changes that were made to the "Adopt a Lot" program and lease to provide more resources to the residents that participate in the program and greater legal protection for the City in its participation in the program.

ADOPT-A-LOT LEASE

This Lease is issued by the City of Jersey City "City"/Department of Public Works "DPW" to _____ ("Lessee") for the operation of an Adopt-A-Lot Garden located at _____ (address) on Block _____ and Lot(s) _____ ("the Garden"). This Lease shall be administered by the Division of City Planning through the Adopt-A-Lot Program Officer ("Officer"), which is currently located at 30 Montgomery Street, Jersey City, NJ 07302.

1. Term

This Lease is issued to Lessee for a term (the "Term") of two years beginning _____ and ending _____ unless earlier terminated. The Lease may be renewed by the Director of the Department of Public Works ("Director") at his discretion if Lessee successfully completes the obligations set forth in this Lessee.

2. Notices and Contact Person

All correspondence, including notices of non-compliance, shall be sent to the person designated by Lessee as its "Contact Person."

Current Contact Person for Lessee: _____

Address: _____

Telephone numbers:

Day: _____

Evening: _____

Weekend: _____

Lessee shall promptly notify DPW and the Division of Planning of any change in contact person or of the address or telephone number(s) provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and installing a plant garden and thereafter maintaining such garden and all plants and structures contained therein (including, but not limited to, all fences, raised plant beds, planters, tables, benches, and other ornamental items) in a safe and orderly condition.

B. Before taking possession of the leased premises, Lessee shall do the following:

a. Lessee shall notify the Director and then the Contact Person and the Officer shall inspect the premises together for the purpose of locating and, if feasible, removing

any dangerous debris, undergrowth, garbage, or other dangerous materials. If the Director determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the Director, then the City shall have the right to terminate the Lease immediately.

- C. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:
 - a. At least two representatives, one being the Contact Person, shall attend an educational workshop, and shall submit proof of such attendance to Division of City Planning.
 - b. Lessee shall post a sign approved and provided by DPW at the Garden explaining that the Garden is a part of the Adopt-A-Lot Program and the Department of Public Works.
 - c. Lessee shall register the Garden with the City's Adopt-A-Lot Jersey City online Green Map.
- D. Within six months of the issuance of this license, or sooner if applicable, Lessee agrees to the following:
 - a. Lessee shall design and install a plant garden.
 - b. Lessee shall nurture and develop the plants in the Garden, including watering, fertilizing, pruning, weeding, and harvesting as required. Any spray or liquid fertilizers or herbicides must be approved by DPW, and notice given to DPW prior to application. DPW reserves the right to determine and prohibit an environmentally harmful fertilizer or herbicide.
 - c. Gardens are required to post signage listing open hours, a schedule of planned activities, and information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer.
 - d. Lessee shall open the Garden to the public, as required by Section 8.
 - e. Lessee shall make gardening plots available to the public on a first come first serve basis, through the use of a waiting list to be posted at the Garden.
- E. Upon execution of the Lease, the Lessee agrees to the following:
 - a. Lessee shall maintain the Garden in a safe condition and take care of all plants and structures contained therein, including all fences, raised beds, tables, benches, and ornamental items.
 - b. Lessee shall keep sidewalks, passageways, and curbs adjacent to and within the Garden clean and free from snow, ice, garbage, debris, and other obstructions.
 - c. Lessee shall comply with all applicable laws, rules, and regulations of the United States, New Jersey State, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by DPW to the extent that they relate to the gardening activities under this Lease or are otherwise applicable to the Lease.
 - d. Lessee shall arrange for the provision of, and pay for any utilities, with the exception of water, necessary for the performance of the activities described herein; provided

however that Lessee shall neither cause nor permit the installation of any such utilities without the prior written approval of DPW.

- e. Provide two reports each year, one in June and one in December, containing the current status of the Garden including, but not limited to, a current color photo, a list of current Garden members, and any current concerns or problems that the Lessee believes DPW should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall continually update City's Adopt-A-Lot Jersey City online Green Map with all events, fundraisers, and public hours.
- g. Lessee shall participate in an annual "Green Your Block" program. Lessee shall notify the Division of City Planning with the date and time of the event, as well as post notice of the event at the Garden and on the City's Adopt-A-Lot Jersey City online Green Map.
- h. Lessee shall notify DPW of any administrative or operational matters constituting any loss, injury, damage or violation within the garden within three days of such occurrence by contacting the DPW and the Officer.

6. Restrictions on Lessee

Lessee agrees to the following restriction on the use of the Garden:

- A. No permanent improvements on the Garden. This prohibition includes but is not limited to paving the Garden concrete, asphalt or other materials.
- B. The Lessee shall make no alterations, additions, or improvements to the Garden without the prior written consent of the DPW.
- C. No permanent structures or murals or other permanent works of art may be built in the Garden without permission from DPW, and, where applicable, the Jersey City Building Department and the Jersey City Division of Cultural Affairs.
- D. No automobiles, trucks, or other motorized vehicles may be stored or parked at any time in the Garden.
- E. There shall be a minimum of 5 Garden members at all times,
- F. No persons shall be allowed to reside in the Garden.
- G. No animals shall reside in the Garden, with the exception bees and chickens that may reside in the Garden when in accordance with Section 9. Dogs may never reside in the Garden.
- H. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Garden.
- I. Garden shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): provided, however, that the City may allow, with prior notice to the Officer, Fundraising events at the Garden solely for the purposes of supporting the operation of the Garden. All agricultural

produce cultivated at the Garden may be sold offsite at a designated Jersey City Farmer's Market.

- J. Lessee shall not create nor suffer to be created any nuisance or danger to public safety in or around the Garden. Lessee shall not cause nor permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Garden.
- K. Lessee shall not sub-let the demised premises for gardening or recreational purposes pursuant to NJSA 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without the prior written consent of the City endorsed hereon.
- L. Lessee may not discriminate in any way against any person on grounds of race, creed, religion, color, sex, age, national origin, disability, marital status, or sexual orientation.
- M. Lessee may not cause or permit gambling or any activities related to gambling in the Garden, or the use of the Garden for any illegal purpose.
- N. If Lessee ceases to use the property for gardening or recreational purposes, the City shall have the right to terminate the lease upon giving 10 days written notice to Lessee prior to the effective date of termination.
- O. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New Jersey.
- P. Lessee shall not abandon the Garden.

7. Failure to Comply with Restriction and Termination

If Lessee violates any covenant or conditions of this lease or of the rules established by the City, and upon failure to discontinue such violation within ten days after notice to the Lessee, this lease shall, at the option of the City, become void. Notwithstanding the above, the DPW and/or City may terminate this Lease without advance notice for any of the following reasons: 1) Use of the Garden for any illegal purpose, including, but not limited to use of drugs, alcohol, gambling, or other illegal activity, or conspiracy to commit same; 2) Creation of danger to the neighborhood, whether through inadequate sanitation, including accumulation of garbage, existence of a fire hazard, or any other condition which may cause harm to the Garden or other persons or property in its vicinity; 3) the City ceases to be the fee owner of the Garden.

The City shall have the right to terminate the lease at its convenience without cause by giving written notice 90 days prior to the effective date of termination. The City shall have no liability of any nature whatsoever by reason of such termination.

8. Access

- A. Gardens are required to keep their gates open for a minimum of 20 hours per week from the first day of May through and including the thirtieth day of November. This can be achieved through posted open hours, community events, workdays, workshops, and all activities that keep gardens open and accessible to the public. Gardens are required to post signage listing open hours, a schedule of planned activities, information on how to join the garden, along with the name and telephone number of the Lessee's contact person and/or the Officer. DPW and the Officer may conduct spot checks to see that the required public access is maintained, and if the Garden is not open at the designated time, may terminate this Lease.
- B. The City, its representatives, the DPW, the City Police and Fire Departments, and other City agency representatives shall have access to the Site at all times for any purpose.

9. Animals

- a. All bee colonies shall be registered with the New Jersey Department of Agriculture, where at least one Garden member shall be a legally registered New Jersey Beekeeper, and proof of such registry shall be filed with the Division of City Planning.
- b. All chickens shall be kept at least 25 feet from any structure used for human habitation. In no case shall any Garden be permitted to keep any roosters or more than 7 chickens. Chickens shall be licensed by Division of Animal Control, and all housing should be held to the standards listed in Chapter 90-8 of the Jersey City Municipal Code.

10. Return of City Property and Surrender of the Garden

Lessee shall surrender the premises at the end of the term in as good condition as reasonable use will permit. In the event that the lease is terminated or expires, the Lessee shall remove all temporary improvements installed on the property by the Lessee at its own cost or expense. Lessee shall also return all tools and other unused items provided by DPW to DPW within thirty days of receipt of a notice of termination. DPW retains the right to keep for its own use any items left in the Garden after this Lease expires or is terminated.

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

11. Indemnification

The City shall indemnify and hold the Lessee and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee

occupancy and use of the leased premises. The City shall defend any suit against the Lessee, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false, or fraudulent.

12. Risk Upon Lessee

The expenditures for gardening activities to be undertaken at Garden are to be made solely and exclusively at the risk and sole cost and expense of Lessee, and no part thereof is, or shall be, reimbursable by the City for any reason whatsoever. The gardening activities to be performed pursuant to this Lease were not and are not directed by DPW and the City, and the City and the DPW assume no obligation or responsibility nor shall have any liability, for any expenditure made hereunder.

13. Modification

This Lease shall not be modified or extended except in writing and when signed by both the City and Lessee. This instrument shall not be changed orally.

14. Conflict of Interest

Lessee warrants that no officer, agent, employee, or representative of the City of Jersey City has received any payment or other consideration for the making of this Lease and that no officer, agent, employee, or representative of the City has any personal financial interest, directly or indirectly, in this Lease.

15. No Assignment

Lessee shall not sell, assign, mortgage or otherwise transfer, or sublicense any interest or right provided for herein, nor shall this Lessee be transferred by operation of law, it being the purpose and spirit of this agreement to grant this Lessee a privilege solely to the Lessee named herein.

16. Employees

All experts, consultants, volunteers or employees of Lessee who are employed by or volunteer their services to Lessee to perform work under this Lease are neither employees of the City nor under contract to the City and Lessee alone is responsible for their work, direction, compensation and personal conduct while engaged under this Lease. Nothing in this Lease shall impose any liability or duty to the City for acts, omissions, liabilities or obligations of Lessee or any person, firm, company, agency, association, corporation or organization engaged by Lessee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent of

for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

17. No Claim Against Officers, Agents, or Employees

No claim whatsoever shall be made by Lessee against any officer, agent or employee of the City for, or on account of, anything done or omitted in connection with this agreement.

18. Representation

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

19. Severability

If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have cause this to be signed and sealed.

DPW Director

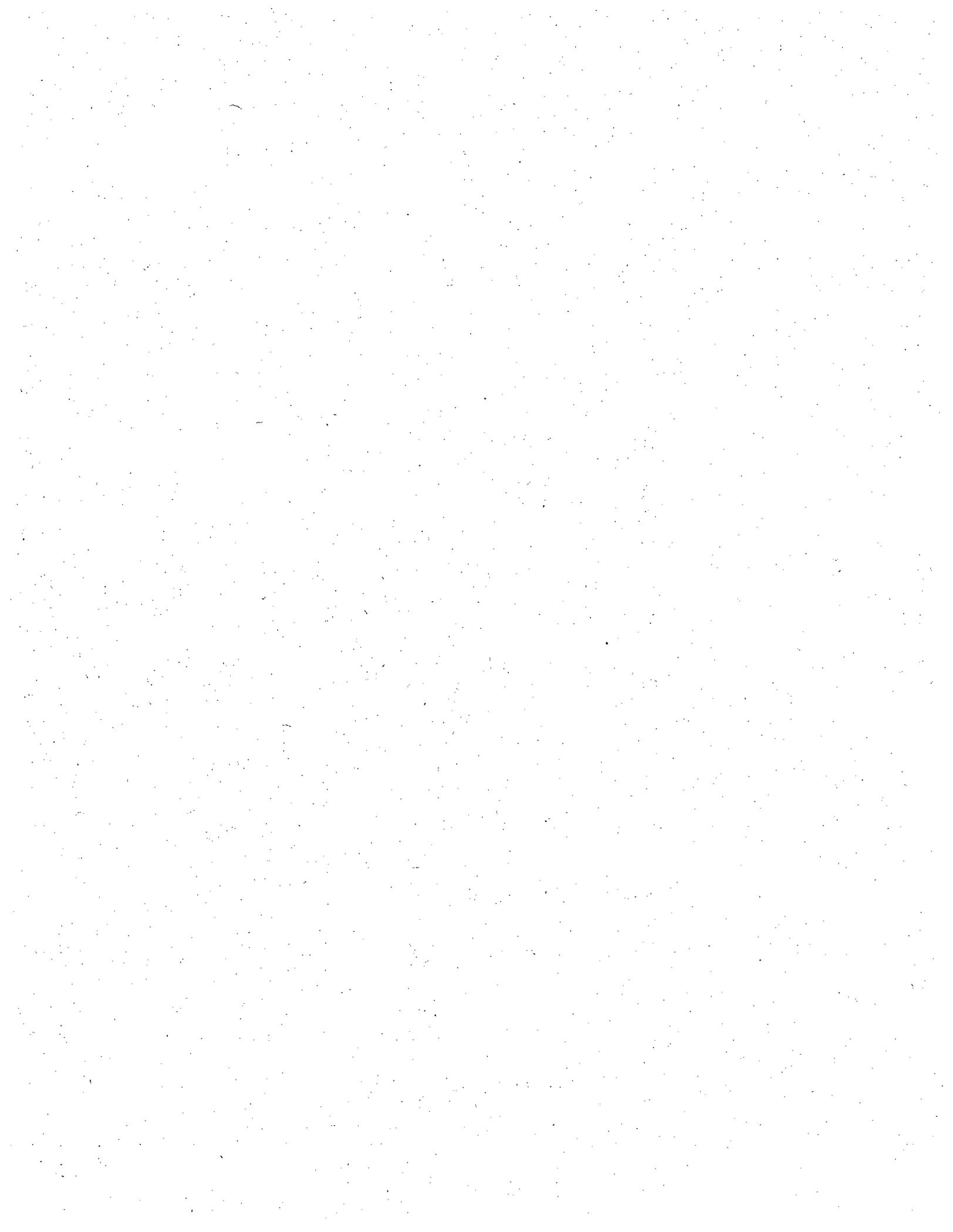
Contact Person

Lessee (Garden or Group Name)

Officer

Approved as to Form

City Clerk



City of Jersey City "Adopt-A-Lot" Program Fact Sheet

JERRAMIAH HEALY, MAYOR

Rodney Hadley, Department Director
PARK MAINTENANCE
575 ROUTE # 440
JERSEY CITY, NJ 07305
(201) 547-4449

Robert Cotter, Division Director
City Planning
30 Montgomery St, Suite 1400
Jersey City, NJ 07302
201-547-5010

1. Only City owned lots and parks may be adopted.
2. Lots may be used for community gardening or recreational purposes.
3. Non-profit corporations or Community associations may submit a written request with a completed application to:

Rodney Hadley, Director
Department of Public Works
575 Route 440
Jersey City, NJ 07305

With a copy to:

Tanya Marione-Stanton
Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302

Or may send an electronic version to:
Tanyam@jcnj.org using the subject "Adopt-A-Lot Request"

4. Applicants whose applications are approved will be sent four (4) original "Lease Agreements" to be completed and returned to:

**DPW / Div. of Park Maintenance
575 Route 440
Jersey City, NJ 07305
Attn: Rodney Hadley, Director
With a copy to:**

**Tanya Marione-Stanton
Division of City Planning
30 Montgomery Street, Suite 1400
Jersey City, NJ 07302**

**Or may send an electronic version to:
Tanyam@jcnj.org using the subject "Adopt-A-Lot Request"**

5. Properly completed Lease Agreements will be forwarded to the Business Administrator (BA) to be executed. The Lease shall be valid for 2 years from the day Lease is executed by the BA.
6. After receiving the Tenant copy of the executed Lease the applicant must notify DPW and together a representative of the applicant and DPW will inspect the site to locate and remove, if feasible, hazardous conditions. If a dangerous condition exists that cannot be remedied at reasonable cost to the City the Lease may be terminated immediately.
7. There is a \$1.00 annual fee per lot.
8. Community groups will be required to abide by the rules and regulations listed in the Lease. This includes attending an educational workshop, registering your garden online, providing a minimum of 20 hours of public access, and participating in an annual Green Your Block program.

**For other questions regarding the program please contact the Department of
Park Maintenance at (201) 547-4449,
or the Division of City Planning at (201) 547-5488**



City of Jersey City

Adopt-A-Lot Application

JERRAMIAH T. HEALY, MAYOR

Rodney Hadley, Director
Department of Public Works
575 Route 440
Jersey City, NJ 07305

Robert Cotter, Director
Division of City Planning
30 Montgomery Street,
Suite 1400
Jersey City, NJ 07302

PLEASE TYPE OR PRINT ALL INFORMATION.

Submit completed ORIGINAL application and plan to the Department of Public Works with a copy to the Division of City Planning at the above address. If applying for more than one lot and lots are not contiguous please fill out a separate application for each.

ORIGINAL applicant and witness signatures must appear on all four copies of the lease agreement (City Clerk, Law, DPW and Tenant).

THANK YOU!

=====
Date: _____

Address of vacant lot(s) and/or Name of Park:

(If Known) Block: _____ Lot: _____
=====

Name of Community Association:

Contact Name:

Mailing Address:

Email Address:

Phone: () _____

Please list the name and titles of your associations officers:

Name

Title

Address

Phone Number

Email Address

Name

Address

Email Address

Title

Phone Number

Please provide a brief history of your association:

1. What public purpose will the adopted site be used for:

2. Describe the activities you will undertake in furtherance of the above purpose:

3. Estimate the approximate value or cost, if any, of the activities you will undertake:

4. If your association is a corporation please attach documentation of nonprofit corporation status.

CERTIFICATION.

I certify that the information provided is true.

Date:

Signature

Printed Name

City Clerk File No. Ord. 11-018

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 11-018

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING UPDATED AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO MURALS

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, on January 27, 2010, the Municipal Council did adopt Ordinance #10-007 amending Article I, Definitions of the Land Development Ordinance to add a definition of Murals and also amending Article V-60 Supplementary Zoning Regulations to include standards for murals and a Certificate of Mural Approval form; and

WHEREAS, the above referenced amendments were recommended by the Planning Board as a means of facilitating the installation of mural art by distinguishing such artwork from signs otherwise regulated by the Division of Zoning; and

WHEREAS, the Division of Planning, the Division of Cultural Affairs and the Division of Zoning have recently undertaken a careful review of the previously adopted amendments pertaining to mural art and jointly recommend the proposed updated amendments; and

WHEREAS, the Planning Board will review the newly proposed updated amendments and consider its recommendation to the Municipal Council at its meeting of February 8, 2011; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

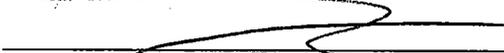
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

BE IT FURTHER ORDAINED THAT:

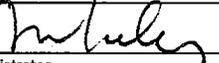
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.


Robert D. Cotter, AICP, 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 ADOPTING UPDATED AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO MURALS

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

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

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

This Ordinance will amend the Land Development Ordinance (Zoning Ordinance) to update the definition and standards for murals.

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

The subject updated amendments reflect the joint considerations of the Division of Planning, the Division of Cultural Affairs and the Division of Zoning and will better facilitate the installation of Mural Art while continuing to distinguish such art from signage otherwise regulated under Chapter 34568 of the Land Development Ordinance.

5. Anticipated Benefits to the Community:

Aesthetic enhancement of the public realm through installation of Mural Art

6. Cost of Proposed Plan, etc.:

None

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

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

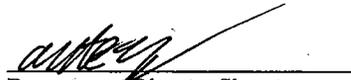
Carl Czaplicki, Director, Dept of HEDC
Robert D. Cotter, City Planning Director
Nick Taylor, Acting Director, Division of Zoning
Maryanne Kelleher, Director, Division of Cultural Affairs

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

JAN 18, 2011
Date


Department Director Signature
READY

JAN 19, 2011
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING UPDATED AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO MURALS

This Ordinance will amend the Land Development Ordinance (Zoning Ordinance) to update the definition and standards for Murals

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:

Section 345-6 Definitions

Mural: an art installation, *visible to the public right-of-way, consisting of paint, and adhered directly to* on the wall of a building or structure

§345-60 Supplementary Zoning Regulations

T. Murals

1. ~~Design standards:~~

- ~~a. Murals must be adhered directly to the structure and project no more than four (4) inches, consisting of paint, canvas, wood, tiles, metal or glass with no electric, electronic, or lighted elements.~~
- ~~b. Murals shall be reversible and shall not permanently damage the façade of the structure being used.~~
- ~~c. Murals shall not advance or promote any business product, activity, or service, and thus shall not contain advertising nor logo insignias with the exception of a sponsorship signature which may be a maximum of 1% of the mural area or 10 sf, whichever is less.~~
- ~~d. Murals shall not provide direct or indirect profit to any party other than the contributing artist(s).~~
- ~~e. Murals shall not depict illegal activity.~~
- ~~f. Murals in historic districts and on buildings listed on, or eligible to be listed on, the national, state, or municipal historic registry, are subject to review and approval by the Historic Preservation Commission.~~

2. ~~Procedures~~

- ~~a. Prior to the installation of a Mural, as defined, a sketch of the proposed artwork is to be provided to the Zoning Officer and the Division of City Planning.~~
- ~~b. If within a historic district or on, eligible to be listed on the national, state, or municipal historic registry, a sketch of the proposed artwork is to be provided to the Historic Preservation Commission.~~
- ~~c. Division of City Planning, and Historic Preservation Commission when required, will review and provide a Certificate of Mural Approval to the Zoning Officer, confirming that the proposal is a mural and not a sign. A Certificate of Mural Approval may then be signed by the Zoning Officer.~~

- 1. Murals that advance or promote a business product and/or activity contained within the building to which it is adhered, or the primary purpose of which is to advertise any product and/or business activity, shall be subject to municipal commercial signage regulation under Section 345-68.**
- 2. Murals proposed to be adhered to buildings or structures located within a designated Historic District, or designated as a municipal, state and/or national landmark shall be referred to the Jersey City Historic Preservation Commission for review and recommendation prior to installation. Such review recommendations shall be limited to the size of the installation and/or the appropriateness of the structure for the placement of art, and shall not be content-based.**
- 3. Murals that are not painted directly on the host structure and thus require the installation of panels, canvases, or other means of display may require review and approval by the Division of Zoning and/or the Office of Construction Code prior to installation.**



JERSEY CITY
DIVISION OF CITY PLANNING
And
DIVISION OF ZONING
CERTIFICATE OF MURAL APPROVAL

Address: _____

Brief Description: _____

A Certificate of Mural Approval is hereby granted for the attached mural.

This Certificate of Mural Approval is issued only for the attached mural draft. Issuance of this Certificate confirms that the installation proposed does not qualify as signage, and meets the definition of a mural in City Code. By accepting this Certificate of Mural Approval, the applicant agrees to notify the Division of City Planning and Division of Zoning if the actual mural or site conditions change. The Division of City Planning and Division of Zoning reserve the right to amend or revoke this Certificate, upon written notice to the applicant, in the event that the actual mural or site conditions are materially different from those described on the attached or disclosed during the review process.

Division of City Planning / Date

Division of Zoning / Date

Historic Preservation Commission / Date