

City Clerk File No. Ord. 09-028
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 09-028

TITLE:

**REFUNDING BOND ORDINANCE PROVIDING FOR
PAYMENT OF AMOUNTS OWING TO OTHERS FOR
TAXES LEVIED IN AND BY THE CITY OF JERSEY CITY,
IN THE COUNTY OF HUDSON, NEW JERSEY,
APPROPRIATING \$11,471,819 THEREFOR AND
AUTHORIZING THE ISSUANCE OF \$11,471,819 BONDS
OR NOTES OF THE CITY OF JERSEY CITY FOR
FINANCING THE COST THEREOF.**

**BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all
members thereof affirmatively concurring) AS FOLLOWS:**

Section 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") is hereby authorized to pay an aggregate amount not exceeding \$11,471,819 for amounts owed by the City to the owners of various properties for taxes levied in the City, as more particularly described on the List of Owners and Properties involved in Tax Appeals available for inspection in the office of the City Clerk, which list is hereby incorporated by reference as if set forth at length herein, and which amounts are due and owing from the City on or before June 30, 2009.

Section 2. An aggregate amount not exceeding \$350,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 3. In order to finance the cost of the project described in Section 1 hereof, negotiable refunding bonds are hereby authorized to be issued in the principal amount of \$11,471,819 pursuant to the Local Bond Law.

Section 4. In anticipation of the issuance of the refunding bonds, negotiable bond anticipation notes are hereby authorized to be issued pursuant to and within the limitations prescribed by the Local Bond Law. All refunding bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer, provided that no note

shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with notes issued pursuant to this ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations.

All notes issued hereunder may be renewed from time to time, but all such notes including renewals shall mature and be paid no later than the tenth anniversary of the date of the original notes; provided, however, that no notes shall be renewed beyond the first or any succeeding anniversary date of the original notes unless an amount of such notes, at least equal to the first legally payable installment of the bonds in anticipation of which the notes are issued, determined in accordance with the maturity schedule for the bonds approved by the Local Finance Board, is paid and retired on or before such anniversary date; and provided, further, that the period during which the bond anticipation notes and any renewals thereof and any permanent bonds are outstanding, shall not exceed the period set for the maturity of the bonds by the Local Finance Board.

The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the notes sold, the price obtained and the name of the purchaser.

Section 5. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the Chief Financial Officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein. Such statement shows that the gross debt of the City as defined in the Local Bond Law is increased by the authorization of the bonds and notes provided in this refunding bond ordinance by \$11,471,819, but that the net debt of the City determined as provided in the Local Bond Law is not increased by virtue of a deduction pursuant to N.J.S.A.

40A:2-52.

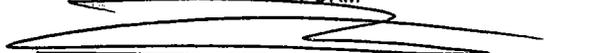
Section 6. To the extent the refunding bonds or notes authorized hereunder are issued as tax-exempt obligations, the City hereby covenants to take any action necessary or refrain from taking such action in order to preserve the tax-exempt status of the refunding bonds and notes authorized hereunder as is or may be required under the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "Code"), including compliance with the Code with regard to the use, expenditure, investment, timely reporting and rebate of investment earnings as may be required thereunder. The City reasonably expects to expend general funds or other available moneys for the purpose described in Section 1 hereof prior to the issuance of refunding bonds or notes hereunder. To the extent such funds are spent, the City further reasonably expects to reimburse such expenditures from the proceeds of the refunding bonds or notes authorized by this refunding bond ordinance, in an aggregate not to exceed the amount of refunding bonds or notes authorized in Section 3 hereof.

Section 7. The City hereby covenants to comply with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 to the extent applicable to the issuance of refunding bonds or notes issued pursuant to this refunding bond ordinance.

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

Section 9. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

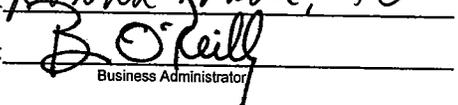
APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED:



APPROVED:


Business Administrator

Certification Required
Not Required



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-029

TITLE:

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

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

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

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

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

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

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

WHEREAS, Saint's John's Baptist Church has submitted a report to the Real Estate Office setting out the use to which the leasehold will be put, the activities which will be undertaken in furtherance of the public purpose, the approximate value or cost, of such activities, and an affirmation of its tax exempt status as non-profit corporation pursuant to state and federal law; and

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

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

B.B.
2-26-09

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

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

1. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel the Mayor or Business Administrator is authorized to execute the attached one year lease agreement for the premises known as 826 Ocean Avenue with Saint John's Baptist Church (a copy of which is on file in the City Clerk's office).
2. The term of the lease shall be for (1) year beginning on the date of the execution of the lease by City Officials and the City reserves the right to terminate the lease as convenience cause without cause by providing thirty (30) days notice prior to the effective date of termination.
3. The consideration for this lease shall be one dollar (\$1.00) and such other good and valuable consideration benefitting the public at large.
4. The Office of Real Estate shall be responsible for enforcement of all conditions of the lease attached hereto.
5. This lease is authorized under the provision of N.J.S.A. 40A: 12-14(c) and N.J.S.A. 40A: 12-15(j) which permits a non-profit corporation to use city-owned vacant land for recreational purposes. If the corporate charter of Saint John's Baptist Church is revoked during the term of this lease, or if Saint John's Baptist Church stops providing a recreational program, the City shall have the right to terminate the lease by providing fifteen (15) days written notice prior to the effective date of termination.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the jersey city Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.

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

APPROVED: Ann Marie Miller APPROVED AS TO LEGAL FORM
 Ann Marie Miller, Real Estate Manager

APPROVED: B. O'Keefe [Signature]
 Business Administrator Corporation Counsel

Certification Required
 Not Required

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

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

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cathaline McKay
Deaconess President

Priscilla Gaillard
Church Clerk

February 20, 2009

*Ms. Ann Marie Miller
City Hall
Real Estate Office
280 Grove Street
Jersey City, NJ 07302*

Dear Ms Miller

I trust that this communication finds you and yours well and prospering.

In keeping with our previous years of usage, the St. John's Baptist Church would like to lease for another year the vacant lot at 826 Ocean Avenue in Jersey City, block 1963-lot 12.A.

The sole purpose we would like to use the lot for would be a recreation facility for our youth such as: a Basketball Court, Volleyball Court, Racket Ball and other youth activities.

Should you need any additional information, please contact me as indicated.

Yours In Jesus The Christ

Nolan M Doby/ok
Rev. Nolan M. Doby, Pastor

*Deacon Oliver King
Board of Deacons*

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

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

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

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

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

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

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

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

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

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

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any, as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and

cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

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

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

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

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

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

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

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the

parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

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

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

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

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

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

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS :

Saint John's Baptist Church

BY: _____
DEACON OLIVER KING

LEASE AGREEMENT

THIS LEASE, dated the day of 2009

Between

THE CITY OF JERSEY CITY (CITY)

(Landlord / Lessor ; and

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

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

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

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

The annual rent shall be one dollar (\$1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various recreational programs to approximately 40 to 50 children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall have the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

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

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

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

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

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

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

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

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

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

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

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

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any, as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and

cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

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

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

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

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

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

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

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the

parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

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

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

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

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

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

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS :

Saint John's Baptist Church

BY: _____
DEACON OLIVER KING

LEASE AGREEMENT

THIS LEASE, dated the _____ day of _____ 2009

Between

THE CITY OF JERSEY CITY (CITY)

(Landlord / Lessor ; and

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

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

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

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

The annual rent shall be one dollar (\$1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various recreational programs to approximately 40 to 50 children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall have the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

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

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

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

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

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

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

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

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

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

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

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

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any, as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and

cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

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

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

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

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

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

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

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the

parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

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

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

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

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

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

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

BRIAN O'REILLY
BUSINESS ADMINISTRATOR

WITNESS :

Saint John's Baptist Church

BY: _____
DEACON OLIVER KING

City Clerk File No. Ord. 09-030

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-030

**TITLE: ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT)
ARTICLE XII (DEPARTMENT OF FIRE AND EMERGENCY SERVICES) OF THE
JERSEY CITY CODE**

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

A. The following amendments to Chapter 3 (Administration of Government) Article XII (Department of Fire and Emergency Services) of the Jersey City Code are hereby adopted:
Chapter 3

ADMINISTRATION OF GOVERNMENT

ARTICLE XII.

Department of Fire and Emergency Services

§3-95.1. Fire Prevention Code

The following provisions are adopted as Jersey City amendments and supplements to the New Jersey Uniform Fire Code, N.J.A.C. 5:70-1.1 et seq. as authorized by the provisions of N.J.A.C. 5:70-1.4 (c) and N.J.S.A. 52:27D-202.

A. No Change.

B. No Change.

C. No Change.

D. Other fees as follows:

1. The delivery of flammable and combustible liquids:

All tank vehicles delivering flammable or combustible liquids to premises within the city of Jersey City are required to be registered with the Jersey City Fire Prevention Division and shall be subject to inspection at any time; providing that no registration shall be required for deliveries made to bulk plants having suitable fire control equipment.

Registration Fee.....\$100.00
Fee per tank vehicle.....\$ 40.00

2. Welding and Cutting Operations:

All welding and cutting operations shall be required to be registered and obtain a Type 1 Permit per vehicle with the Fire Prevention Division for use throughout the City of Jersey City.

Registration Fee.....\$ 50.00

ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF FIRE AND EMERGENCY SERVICES) OF THE JERSEY CITY CODE

3. Smoke Detector and Carbon Monoxide Alarm compliance
 - a. If more than ten (10) business days prior to change of occupancy.....\$ 60.00
 - b. Within four-ten (4-10) business days prior to change of occupancy.....\$ 90.00
 - c. Fewer than four (4) business days prior to change of occupancy.....\$125.00
4. Property Search fee.....\$ 40.00
5. Fire Incident report
 - Two (2) pages or less.....\$ 5.00
 - For additional pages over two (2).....\$ 2.00
6. Fire Investigation Reports
 - Two (2) pages or less\$ 5.00
 - For additional pages over two (2)\$ 2.00
7. Fire Code Status Inspection is as follows:
 - a. One to nine family Residential.....\$150.00
 - b. Ten (10)family or more Residential.....\$250.00
 - c. Commercial.....\$250.00
 - d. High Rise Building.....\$350.00
 - e. Hotel, Motel, Rooming House.....\$350.00
 - f. Factory or Industrial Complex.....\$350.00
 - g. Condominium (Common Area).....\$150.00
8. Apparatus Stand-By.....\$300.00 per hour per piece of apparatus

Includes fire apparatus utilized for fireworks, helicopter operations (minimum two apparatus), standpipe flow tests or any other operation deemed necessary by the Fire Official that requires Fire Department monitoring. It shall be the discretion of the Fire Official as to the number of apparatus required.

~~[9.]~~ ~~[Inspector Stand-By]~~

~~[Supervisor\$ 60.00 per hour]~~
~~[Inspector\$ 50.00 per hour]~~

~~[It shall be the discretion of the Fire Official, when an operation or event requires monitoring by a certified Fire Inspector. It shall be the Fire Official's responsibility to designate the number of monitors needed and the time frame required.]~~

~~[10.]~~ Fire Suppression Costs

An owner who has been given notice of a violation shall be responsible for a penalty not exceeding \$150,000 or the costs of suppressing any fire which directly or indirectly results from the violation, whichever is greater. To create an obligation, the violation need not have been the initial cause of the fire; it is sufficient if the violation's existence has increased the intensity of the fire or the difficulty of its extinguishment. This penalty is independent of any penalty issued in accordance with N.J.A.C.5:70-2.12 for failure to abate the violation. Suppression costs may be imposed for a fire which occurs during the period allowed for abatement.

The suppression costs shall include, but not be limited to, costs of labors, equipment and material incurred by the Jersey City Fire Department involved in suppressing the fire, as well as any other actual expenses, including attorney fees, incurred for the collection of the penalty. If a compensatory penalty in excess of \$150,000 is sought, the cost of

ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF FIRE AND EMERGENCY SERVICES) OF THE JERSEY CITY CODE

suppression shall be certified to the Fire Official of the area in which the fire occurred by the chiefs of the suppression units involved.

The fire official shall serve notice on the owner and order payment. The notice shall state the violations justifying imposition of the penalty. If payment is not received within 30 days, the Fire Official shall pursue collection in the manner specified herein for penalties. The monies collected shall be paid to the City of Jersey City and appropriated in accordance with N.J.A.C. 5:70-2.12A(b).

E. Variances

Upon the application of a property owner or lessee with the consent of the owner, the Fire Official may grant a variance from the requirements of these regulations. Any such variance shall be in accordance with the provisions of the Uniform Fire Code as same may be amended and supplemented by N.J.A.C. 5:70-2.14. The Fire Official may grant a variance upon application in writing by the owner, lessee, or his duly authorized agent when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit and the intent of the code shall be observed, the public safety secured, and substantial justice done. The particulars of such modifications when granted or allowed and the decision of the Fire Official thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

F. Imminent Hazards

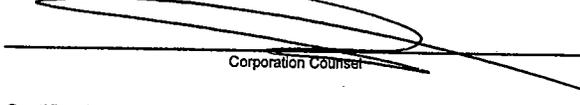
In the event of an Imminent Hazard due to inadequacy of any required Fire Protection System as set forth in the Uniform Fire Code N.J.A.C. 5:70-2.16, the Fire Code Official is empowered, pursuant to the Uniform Fire Code N.J.A.C. 5:70-2.17, to order an immediate evacuation of a premises. As an alternative to the evacuation of an unsafe premises the Fire Official may order a Fire Watch, if requested in writing by the owner. It shall be the Fire Official's responsibility to designate the number of monitors needed and the time frame required. It shall be the responsibility of Property Owner or Lessee, with the consent of the owner of the subject property, to provide said monitors. Monitors shall comply with all Fire Watch procedures as established by the Fire Official. Any failure to comply with the obligation to supply monitors shall subject said owner and or lessee with any appropriate penalty provisions pursuant to the Uniform Fire Code.

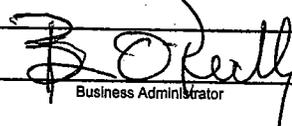
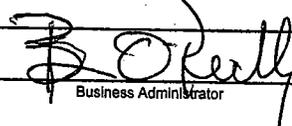
- B. All ordinances and parts of ordinances inconsistent hereby with are hereby repealed.
- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City 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 a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

ADS/he
12/19/08

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 
APPROVED: 
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 09-031

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 09-031

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE 24 (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE REPEALING THE NO PARKING ANY TIME PROHIBITION ON THE WEST SIDE OF MARIN BOULEVARD FROM GRAND STREET, SOUTH, TO THE LIGHT RAIL CROSSING

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

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

Section 332-98

SCHEDULE 24

PARKING PROHIBITED AT ALL TIMES

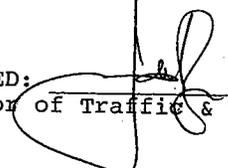
No person shall park a vehicle any of the streets or parts thereof described.

Name of Street	Sides	Location
Marin Boulevard	East	<u>Grand Street, south, to the Light Rail Crossing</u>
	[Both]	<i>Grand Street, south, to the Light Rail Crossing</i>
	East	Grand Street to York Street Mercer Street to Morgan Street 6 th Street to the Hoboken City Line
	West	Montgomery Street to Morgan Street From 6 th Street to a point approximately 625 feet north of 18 th Street From a point approximately 805 feet north of 18 th Street and extending to the Hoboken City Line

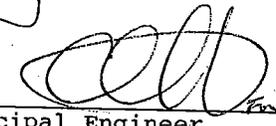
- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- The City Clerk and the Corporation Counsel may change any chapter numbers,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

NOTE: All material to be inserted is underscored, all material to be repealed is in *[brackets]*.

JDS:pcl
(03.05.09)

APPROVED:  (3/5/09)
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED:  3/5/09
Municipal Engineer

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

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

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

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article VI(Schedules) Schedule 24 (Parking Prohibited At All Times) of the Jersey City Code repealing the No Parking Any Time prohibition on the west side of Marin Boulevard from Grand Street, south to the Light Rail Crossing

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

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

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

Repeal the No Parking Any Time prohibition on the west side of Marin Boulevard from Grand Street, south, to the Light Rail crossing.

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

Provide more parking to the residents moving in to the new construction in the area.

5. Anticipated benefits to the community:

Increase parking availability

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

Approximately \$300 for the sign installation (3 signs needed)

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

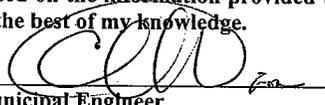
9. Person responsible for coordinating proposed program, project, etc.:

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

10. Additional comments:

Ordinance proposed at the request of Councilman Fulop

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


Municipal Engineer

3/5/09
Date

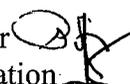
Signature of Department Director

Date

CITY OF JERSEY CITY
Division of Engineering
Traffic and Transportation
MEMORANDUM

DATE: March 5, 2009

TO: Robert Byrne, City Clerk
Councilman Steven Fulop, Ward E

FROM: Patricia Logan, Supervising Traffic Investigator 
Joao D'Souza, Director of Traffic & Transportation 

SUBJECT: MARIN BOULEVARD - NO PARKING ANY TIME 

At the request of Councilman Fulop, please be advised that this Division has proposed legislation (for the Council's consideration) amending Chapter 332, Schedule 24 of the Jersey City Traffic Code.

The proposed legislation has been forwarded to the Business Administrator for his review and signature.

The recommended amendments should appear on the next Council Meeting Agenda.

Schedule 24
No Parking Any Time
Amendment

Name of Street	Side	Location
Marin Boulevard	<u>East</u>	<u>Grand Street, south, to the Light Rail Crossing</u> [Both <u>Grand Street, south, to the Light Rail Crossing</u>]



William R. Goble, P.E., Municipal Engineer

c: Chuck F. Lee, P.E., Asst. City Engineer
Brian O'Reilly, Business Administrator
Chief Executive Officer Mark Russ, J.C.P.A.

Council President Vega, Jr.	Councilman Brennan	Councilwoman Flood
Councilman Sottolano	Councilwoman Spinello	Councilman Lipski
Councilman Gaughan	Councilwoman Richardson	