



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-082

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CLAREMONT REDEVELOPMENT PLAN PERMITTING RECREATION AND ENTERTAINMENT USES**

**WHEREAS**, the Municipal Council of the City of Jersey City, adopted the Claremont Redevelopment Plan at its meeting of December 4, 1984; and

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

**WHEREAS**, the Municipal Council seeks to permit recreation and entertainment uses in the Plan area; and

**WHEREAS**, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ.; and

**WHEREAS**, the following amendments to the Claremont Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of June 15, 2010; and

**WHEREAS**, the Planning Board voted unanimously to recommend adoption of these amendments by the Municipal Council;

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

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

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

APPROVED: [Signature]  
Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CLAREMONT REDEVELOPMENT PLAN PERMITTING RECREATION AND ENTERTAINMENT USES**

**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 Program, Project or Plan Proposed in the Ordinance:**

This amendment will permit recreation and entertainment uses in the industrial subdistrict of the Claremont Redevelopment Plan area and provides parking and sign standards for such uses.

**4. Reasons for the Proposed Project:**

To permit additional uses for currently vacant warehouse buildings and provide a location for recreation and entertainment uses.

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

This amendment will provide a quality location for recreation and entertainment uses.

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

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

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

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


Robert D. Cotter, Director, City Planning 547-5050  
Jeff Wenger, City Planning 547-5453

**10. Additional Comments:** None

**I Certify that all the Facts Presented Herein are Accurate.**

  
Division Director

June 16, 2010  
Date

  
Department Director Signature

6/16/2010  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE CLAREMONT REDEVELOPMENT PLAN PERMITTING RECREATION AND ENTERTAINMENT USES**

The amendment will permit recreation and entertainment uses in the industrial subdistrict of the Claremont Redevelopment Plan and provides for parking and sign standards for this use.

# PROPOSED AMENDMENTS TO THE CLAREMONT REDEVELOPMENT PLAN

AS RECOMMENDED BY THE JERSEY CITY PLANNING BOARD ON JUNE 15, 2010

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

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

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

## VII. LAND USE PLAN – INDUSTRIAL DISTRICT

### A. Permitted Principal Uses –

1. Offices;
2. Light Industry or Manufacturing: Fabrication and/or Assembly and/or Processing where the only activity involved is one of the fabricating or the assembling of standardized parts as contrasted to a processing activity which would involve a physical or chemical process which would change the nature or character of the product or raw material;
3. Scientific or Research Laboratories devoted to research, design or experimentation, and processing and fabricating incidental thereto, provided that no materials or finished products shall be manufactured, processed or fabricated on said premises for sale, except such as are incidental to said laboratory activities or are otherwise permitted in this District;
4. Warehousing provided such activity and inventory is conducted entirely within an enclosed structure;
5. Public and Semi Public Uses.
6. **Recreation and Entertainment Uses**

### B. Accessory Uses –

1. Off-street parking
2. Fences and walls
3. Loading areas
4. Security stations
5. Storage and wholesaling – not open to the public – of goods and services
6. Utilities
7. ***Green roofs and photovoltaic arrays***

C. Coverage –

The maximum amount of land covered by buildings shall not exceed seventy percent (70%).

D. Parking – *minimum requirements*

1. One (1) space per four hundred (400) square feet for offices;
2. One (1) space per five thousand (5000) square feet for warehouses;
3. One (1) space per one thousand (1000) square feet for manufacturing and laboratories. However, a developer may present a parking needs analysis prepared by a Professional Engineer or Planner in lieu of strict adherence to the above requirements. Upon presentation of such analysis the Planning Board may reduce the requirement for a particular development.
4. *0.8 space per one thousand (1000) square feet for recreation and entertainment uses. However, a developer may present a parking needs analysis prepared by a Professional Engineer or Planner in lieu of strict adherence to the above requirements. Upon presentation of such analysis the Planning Board may reduce the requirement for a particular development.*

E. Building Height –

Maximum building height permitted shall be sixty (60) feet except on the south side of Caven Point Road east of Commercial Street to the north side of the Turnpike right-of-way where the maximum building height permitted shall be seventy (70) feet as measured from the finished floor to the average roof pitch (not including rooftop mechanicals or mechanical sheds).

F. Yards –

Principal structure may be located up to any street line.

G. Landscaping –

A minimum of fifteen percent (15%) of any lot area shall be landscaped. This amount may be reduced on site provided the applicant can demonstrate that land constraints such as, but not limited to, topography, environmental hazards and/or lot configuration exist and provided that an equivalent amount of offsite landscaping be provided by the applicant at the discretion of the Planning Board.

H. Signs –

Each building shall be permitted no more than two (2) signs; a primary and a secondary sign. The primary sign shall not exceed 100 square feet or 10 percent of the area of the front of the building, whichever is less. Signs shall be encouraged to be attached to the building, and in no case shall a sign be located in a required setback area. The sign may be internally or externally illuminated but no glare from external project identification sign may be located at each entrance of an industrial park providing that such does not exceed sixty (60) square feet in area.

***Recreation and entertainment uses greater than 60,000 square feet are permitted one additional single free standing sign not to exceed 200 square feet in area and not to exceed twenty (20) feet above the adjacent turnpike road surface, built on a removable structure that is required to be removed when the entertainment or recreation use is vacated. The Planning Board may require bonding to assure compliance with this requirement. Such signs may be externally lighted with down lights. No external upward glare shall be allowed to escape from the lighting fixtures to prevent "sky-glow."***

I. Loading –

1. Manufacturing, Warehouses and Laboratories:

<u>Gross Floor Area</u>	<u>Number of Offstreet Loading Spaces</u>
Less than 10,000 square feet	1 Space
Each additional 20,000 square feet Feet up to 100,000 square feet	1 Space
Each additional 40,000 square feet	1 Space;

2. Offices:

<u>Gross Floor Area</u>	<u>Number of Offstreet Loading Spaces</u>
Less than 25,000 square feet	0 Space
25,000 to 100,000 square feet	1 Space
Each additional 100,000 square feet	1 Space;

Adequate provisions shall be made for the maneuvering of all vehicles.

City Clerk File No. Ord. 10-083

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 10-083

**TITLE:**

**ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS OF WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND LEXENT METRO CONNECT, LLC TO PERMIT THE INSTALLATION OF FIBER OPTIC CABLING THROUGH EXISTING INNERDUCTS LOCATED IN EXISTING UNDERGROUND CONDUITS WITHIN CERTAIN PUBLIC RIGHTS OF WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES**

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

**WHEREAS**, Lexent Metro Connect, LLC (Lexent), 90 White Street, New York, New York, is a telecommunications carrier authorized to provide services such as dark fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

**WHEREAS**, Lexent has requested that the City of Jersey City (City) grant it permission to run fiber optic cabling through existing innerducts located in existing underground conduits located in the public rights of way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

**WHEREAS**, Lexent agrees to execute the forty (40) year Rights of Way Use Agreement that is attached hereto; and

**WHEREAS**, Lexent agrees to pay the City \$1,500.00 to cover the administrative expenses incurred by the City for engineering and legal review of Lexent's Project; and

**WHEREAS**, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for public utility lines in its public rights of way; and

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry, particularly its commercial and industrial citizens, for the City to grant consent to Lexent to use the public rights of way within the City; and

**WHEREAS**, the granting of such consent is conditioned upon Lexent's compliance with all existing City ordinances and its execution of the attached Rights of Way Use Agreement; and

**WHEREAS**, Lexent agrees to indemnify, defend and hold the City harmless as to all claims and

liability resulting from any injury or damage which may arise from the installation, operation, repair, and maintenance of its telecommunications system within certain public rights of way and provide liability insurance coverage for personal injury and property damage.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JERSEY CITY THAT:**

- 1. Non-exclusive consent is hereby granted to Lexent to use certain public rights of way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of forty (40) years, subject to the mutual covenants and obligations as set forth in the Rights of Way Use Agreement attached hereto;
  - 2. The within granted permission is conditioned upon Lexent's executing the Rights of Way Use Agreement attached hereto and providing liability and property damage insurance; and
  - 3. The Mayor or Business Administrator is authorized to execute the attached Rights of Way Use Agreement or such substantially similar agreement as approved by the City's Corporation Counsel.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR  
6-16-10

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

*[Signature]*  
Business Administrator

Certification Required   
Not Required

## **RIGHTS OF WAY USE AGREEMENT**

THIS RIGHTS OF WAY USE AGREEMENT (“Use Agreement”) is dated

(The “Effective Date”), and entered into by and between the City of Jersey City (“City”), a New Jersey municipal corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and Lexent Metro Connect, LLC (“Lexent”), with offices located at 90 White Street, New York, New York.

### **RECITALS**

**WHEREAS**, Lexent is a telecommunications carrier authorized to provide services such as dark fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

**WHEREAS**, Lexent has requested that the City grant it permission to run fiber optic cabling through existing innerducts located in existing underground conduits located in the public rights of way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

**WHEREAS**, Lexent agrees to execute the forty (40) year Rights of Way Use Agreement that is attached hereto; and

**WHEREAS**, Lexent agrees to pay the City \$1,500.00 to cover the administrative expenses incurred by the City for engineering and legal review of Lexent’s Project; and

**WHEREAS**, Lexent agrees to pay the City’s reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review; and

**WHEREAS**, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for public utility lines in its public rights of way; and

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry, particularly its commercial and industrial citizens, for the City to grant consent to Lexent to use the public rights of way within the City; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon Lexent's compliance with all existing ordinances of the City and its entering into the attached Right of Way Use Agreement with the City; and

**WHEREAS**, Lexent agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights of way and provide liability insurance coverage for personal injury and property damage.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Lexent hereby agree to and with each other as follows:

**Section 1: Definitions**

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "Lexent" is the grantee of rights under this Rights of Way Use Agreement and is known as Lexent Metro Connect, LLC, its successors and assigns.
- c. "City" is the grantor of rights under this Rights of Way Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights of Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted

meaning, any wires or cable placed therein and any replacement thereof which are similar in construction and use.

**Section 2: Grant of Consent.**

The City hereby grants Lexent its municipal consent for the non-exclusive use of the public rights of way within the City for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system, subject to the mutual covenants and obligations as set forth in this Right of Way Use Agreement.

**Section 3: Public Purpose.**

It is deemed to be in the best interests of the City and its citizenry, particularly including commercial and industrial citizens, for the City to grant consent to Lexent to occupy said public rights of way within the City for this purpose.

**Section 4: Project Description and Notice to and Approval of City**

Lexent will be running fiber optic cabling through existing innerducts located in existing underground conduits located in the public rights of way as shown of Exhibit "A" attached hereto. Any construction to be undertaken for the purposes described herein shall require prior notice by Lexent to the City. Lexent shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

**Section 5: Scope of Use Agreement.**

Any and all rights expressly granted to Lexent under this Right of Way Use Agreement, which shall be exercised at Lexent's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights of way exclusively or concurrently with any other person or persons, and shall be further subject

