

Ordinance of the City of Jersey City, N.J.

File No. Ord. 25-041
Agenda No. 3.13 (1st Reading)
Agenda No. 4.11 (2nd Reading and Final Passage)



AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE WITH 167 MCADOO AVENUE CONDOMINIUM ASSOCIATION FOR THE USE OF BLOCK 26301, LOT 28, MORE COMMONLY KNOWN AS 142 MCADOO AVENUE.

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

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

WHEREAS, the City of Jersey City ("City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street in Jersey City; and

WHEREAS, the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant lots and open spaces for gardening or recreation purposes pursuant to N.J.S.A. 40 A:12-14(c) and N.J.S.A. 40 A:12-15(j); and

WHEREAS, the City adopted Ordinance 96-123 which authorized the establishment of an "Adopt A Lot Program", and was subsequently amended by Ordinances 01-109, 15-088 and 23-024; and

WHEREAS, the City owns Block 26301, Lot 28 on the official tax map of the City and which is more commonly known as 142 McAdoo Avenue; and

WHEREAS, the 167 McAdoo Avenue Condominium Association is a 501(c)(3) non-profit corporation with offices located at 167 McAdoo Avenue in Jersey City is interested in leasing Block 26301, Lot 28 from the City pursuant to the City's "Adopt A Lot Program" in order to use the lot for a community garden; and

WHEREAS, the 167 McAdoo Avenue Condominium Association wishes to enter into a lease for one (1) year term in order to operate a community garden at 142 McAdoo Avenue pursuant to the City's "Adopt A Lot Program"; and

WHEREAS, the 167 McAdoo Avenue Condominium Association ("Lessee") understands that the properties leased to non-profit corporations or associations participating in the City's "Adopt a Lot Program" are to be used for gardening and for no other purpose whatsoever; and in particular may not be used for any commercial, business trade, manufacture, wholesale, retail or any other profit-making enterprises; and

WHEREAS, the Lessee also understands that it must submit an annual report to the officer, employee or agency designated by the governing body, setting out the use to which the leasehold was put during each year, the activities of the lessee undertaken in furtherance of the public purpose for which the leasehold was granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and an affirmation of the continued tax exempt status of the non-profit corporation pursuant to both state and federal law; and

WHEREAS, the lease term will be for one (1) year effective as of February 15, 2025, and ending on February 15, 2026, subject to the City's right to terminate the lease at its convenience without cause by providing thirty (30) days' prior notice; and

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

APPROVED AS TO LEGAL FORM

A handwritten signature in black ink, appearing to be "JMA", written over a horizontal line.

Business Administrator

A handwritten signature in black ink, appearing to be "B. M. King", written over a horizontal line.

Corporation Counsel

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NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

1. The Business Administrator is hereby authorized to execute a lease with 167 McAdoo Avenue Condominium Association for the use of Block 26301, Lot 28 on the official tax map of the City and more commonly known as 142 McAdoo Avenue for the purpose of creating a community garden thereon through the City's "Adopt A Lot Program";

2. The term of the Lease Agreement shall be one (1) year effective as of February 15, 2025, and terminating on February 15, 2026, for one dollar (\$1.00) a year; and

3. The form of the Lease is attached hereto as Exhibit "A" and shall be subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel or the Business Administrator.

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

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

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

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

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RECORD OF COUNCIL VOTE ON INTRODUCTION – Mar 26 2025						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	8-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	ABSENT	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES	AYE	

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING – Apr 9 2025						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY –						
RIDLEY		SALEH		DEGISE		
PRINZ-AREY		SOLOMON		RIVERA		
BOGGIANO		GILMORE		WATTERMAN, PRES.		

RECORD OF FINAL COUNCIL VOTE – Apr 9 2025						
RIDLEY	AYE	SALEH	AYE	DEGISE	AYE	9-0
PRINZ-AREY	AYE	SOLOMON	AYE	RIVERA	AYE	
BOGGIANO	AYE	GILMORE	AYE	WATTERMAN, PRES.	AYE	

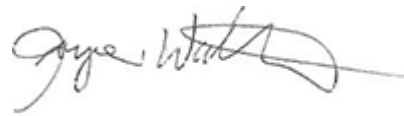
Adopted on first reading of the Council of Jersey City, N.J. on **Mar 26 2025**

Adopted on second and final reading after hearing on **Apr 9 2025**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on Apr 9 2025



City Clerk



Joyce E. Watterman, President of Council
Approved: Apr 9 2025



Steven M. Fulop, Mayor
Date to Mayor: Apr 10 2025
Approved: Apr 10 2025

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FACT SHEET -

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

Project Manager

Walter Kierce, Director OEMHS	2015475681	wkierce@njcps.org
Department	Department of Public Works	
Division	Office of the Director of Public Works	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Meeting	Regular Meeting of Municipal Council - Mar 26 2025
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Purpose

An Ordinance Authorizing the City of Jersey City to Enter into a Lease with 167 Mcadoo Avenue Condominium Association for the use of Block 26301, Lot 28, More Commonly Known as 142 Mcadoo Avenue.

Cost (Identify all sources and amounts)

0

Contract term (include all)

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ATTACHMENTS:

McAdoo Community Garden Lease 2025 Amended 3-10-2025
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Approved by
Walter Kierce, Director OEMHS
Ray Reddington, Attorney
John Metro, Business Administrator

Status:
Approved - Mar 07 2025
Approved - Mar 10 2025
Approved - Mar 19 2025



W. GREG KIERCE
DIRECTOR

CITY OF JERSEY CITY
DIVISION OF RECYCLING

MUNICIPAL SERVICES COMPLEX
13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: (201) 547-4400 | E: JerseyCityRecycling@jcnj.org



SONIA MARTE DUBLIN
DIRECTOR

ADOPT-A-LOT LEASE

This Lease is issued by the **CITY OF JERSEY CITY ("CITY")** to 167 McAdoo Avenue Condo Association
C/O Barry McKenzie ("LESSEE") with offices located
at 167 McADOO AVE - UNIT 1 JERSEY CITY for the operation of an Adopt-A-Lot Garden located at
142 McADOO AVE - JERSEY CITY 07305 (address) on Block 26301 and Lot(s) 28 ("the
Garden"). This Lease shall be administered by Department of Public Works ("DPW") through the Adopt-
A-Lot Program Officer ("Officer"), with an office located at 13-15 Linden Avenue East, 3rd Fl. Jersey
City, NJ 07305.

1. Term

This Lease is issued to Lessee for a term (the "Term") beginning February, 15 2025 and ending
February 15, 2026 unless terminated earlier. The Lease may be renewed in February by the
Municipal Council upon the recommendation of the Adopt-A-Lot Program Officer provided that
the Lessee meets the obligations set forth in this Lease.

2. Notices and Contact Person

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

Lessee: 167 McAdoo Avenue Condo Association C/O Barry McKenzie

Address: 167 McADOO AVE. UNIT 1, JERSEY CITY NJ
07305

Telephone numbers: (347) 668 4123

Contact Person for Lessee: CAMILLE MCKENZIE

Address: 167 McADOO AVE - UNIT 1, JERSEY CITY
NJ 07305

Telephone numbers: 917 596 7049

Day: ✓

Evening: ✓

Weekend: ✓

Email address: Bmck50@gmail.com

Lessee shall promptly notify the Adopt-A-Lot Program Officer of any change in the contact information provided above. Notice to the listed Contact Person shall be deemed notice to the Lessee.

3. Obligations of the Lessor/City

The City may provide each year to an Adopt A-Lot Community Garden depending on its size: Compost, Soil, Mulch, and Wood Chips. Refer to the D.P.W Division of Recycling Adopt A-Lot Annual Supply Form.

4. Obligations of Lessee/Use of Premises

A. This Lease is specifically entered into for the purpose of Lessee's designing and cultivating a plant garden and maintaining the adopted lot and all plants or structures contained therein (including, but not limited to, the City-supplied shed, all the tools contained therein, any fence, raised plant beds, planters, tables, benches, and other ornamental items, if applicable) in a safe and orderly condition.

1. Before entering into a Lease, the prospective Lessee must have a non-profit sponsor. It is not required for the prospective Lessee to create and register its own non-profit entity, unless it chooses to do so. Documentation indicating a Lessee is recognized by the state as having started the process of becoming a non-profit can also fulfill this requirement.

Sponsor Information:
Name: 167 McADOO AVE CONDOMINIUM ASSO. LLC
Contact Number: 347 668 4123
Email: 167MCADOOCHOA@GMAIL.COM

2. The prospective Lessee shall also notify the Adopt-A-Lot Program Officer to arrange for an inspection the premises for the purpose of locating, and, if feasible, removing any dangerous debris, undergrowth, garbage, or other dangerous materials.
3. If the Adopt-A-Lot Program Officer determines that a dangerous condition exists on the premises that cannot be remedied at a cost deemed reasonable by the

Adopt-A-Lot Program Officer, then the City shall refuse to consummate the Lease.

B. The prospective Lessee must select and initial any and all activities intended to accomplish for the adopted lot below:

BM Vacant lot maintenance

BM Urban farming activities

BM Community engagement activities and programs

BM Environmental education

BM Creating green spaces

BM Improving flood resilience

1. If “Community engagement” or “Environmental education” is selected above, the prospective Lessee is required to acknowledge the obligation to host or participate in a minimum of six (6) public educational workshops on various environmental stewardship topics, such as urban gardening, composting, recycling, nutrition, etc.
2. Prospective lessees must submit an annual budget estimate for their desired activities or plans before 03/01/2025, to be reviewed by the City. City will provide a template for submissions. City will set up a meeting to review the annual plan with the Lessees and detail the extent of support or Resources City would be able to provide.
3. No other activities or plans will be funded or supported once annual programs are reviewed and discussed.
4. Any other activities or plans intended by Lessee would be at their own cost and risk.

C. Within two months of the issuance of this Lease, or sooner if applicable, Lessee agrees to do the following:

1. Lessee shall post a sign provided by DPW at the Lot explaining that the Lot is a part of the Adopt-A-Lot Program.

D. Within three months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

1. Lessee shall design and install a plant garden according to city guidelines for raised bed plantings for consumable foods.
2. 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.

E. Within four months of the issuance of this Lease, or sooner if applicable, Lessee agrees to the following:

1. Lessee shall design and install a plant garden. If plantings are for consumption, they must meet the City's guidelines for raised bed plantings.
2. Gardens are required to post signage of planned activities, and information on how to join the garden, along with the name, email and telephone number of the Lessee's contact person and/or the
3. Officer Lessee shall make gardening plots available to the public on a first come, first serve basis through the use of a waiting list process to be posted at the Garden.

F. 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, the State of New Jersey, and the City of Jersey City, and with other such rules, regulations, orders, terms and conditions as may be set or required by the Adopt-a-Lot program 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 the Adopt-A-Lot Program Officer.
- e. Provide one report this year to the Adopt-A-Lot Program Officer, one in October, containing the current status of the Garden including, but not limited to:

- A current color photo
 - A list of current Garden members
 - Any current concerns or problems that the Lessee believes the Adopt-A-Lot Program Officer should be made aware of or a problem fulfilling any of the requirements specified in this lease.
- f. Lessee shall notify the Adopt-A-Lot Program Officer of any administrative or operational matters constituting any loss, injury, damage, or violation within the garden within three days of such occurrence by contacting to the Adopt-A-Lot Program Officer.
- g. Lease renewal will be submitted to Lessee before expiration date.

5. Restrictions on Lessee

1. Lessee agrees to the following conditions on the use of the Lot:

- a. No permanent improvements on the Lot. This prohibition includes but is not limited to paving the Lot's concrete, asphalt or other materials.
- b. The Lessee shall make no alterations, additions, or improvements to the Lot without the prior written consent of the Adopt-A-Lot Program Officer.
- c. No permanent structures, murals, or other permanent works of art may be built in the Lot without permission from the Adopt-A-Lot Program Officer and where applicable, the Jersey City Department of Public Works, Division of Cultural Affairs, and Construction Code.
- 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 five (5) active Lot volunteers registered with the Program including their emails, addresses, and phone numbers.
- f. No persons shall be allowed to reside in the Garden.

2. Prohibitions.

- a. No animals (including dogs or cats) shall reside in the Garden.
- b. No drugs or alcohol may be used, consumed, stored, sold, or distributed in the Lot. Any violation would result in immediate termination of this Lease.

- e. Lot shall not be used for any commercial purpose (including, but not limited to, the sale or advertisement of any goods or services): unless with prior notice to the Officer, City permitted fundraising events at the Lot may be allowed solely for the purposes of supporting the operation of the Lot.
- d. Lessee shall not create or condone the creation of any nuisance or danger to public safety in or around the Lot. Lessee also shall not cause or permit the accumulation of garbage or debris in the Garden. Lessee shall not commit or cause any waste of or to the Lot.
- e. Lessee shall not sub-let the Lot for any purposes pursuant to N.J.S.A. 40A12-15(I). Lessee shall not use or permit the premises to be used for any other purpose without obtaining the written and endorsed consent of the City.
- f. 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.
- g. Lessee may not cause or permit gambling, or any activities related to gambling in the Lot, or the use of the Lot for any illegal purpose.
- h. If Lessee ceases to use the property for the selected and intended purposes, City shall have the right to terminate the lease upon giving thirty (30) days written notice to Lessee prior to the effective date of termination.
- i. Lessee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar flammable substances or explosives of any kind, and any substance or item prohibited in the standard policies of insurance companies in the State of New Jersey.
- j. Lessee shall not abandon the Lot.
- k. No soil testing is allowed. If violated by the lessor this will be ground for immediate termination of the lease.
- l. No cannabis can be grown on the Lot.

6. 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 (10) days after notice to the Lessee, this Lease shall, at the option of City, become void. Notwithstanding the above, City may terminate this Lease without advance notice for any of the following reasons:

- a. 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.
- b. 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 Lot or other persons or property in its vicinity.
- c. City ceases to be the fee owner of the Lot.
- d. City shall have the right to terminate the Lease at its convenience without cause by giving written notice thirty (30) days prior to the effective date of termination to the designated contact person. City shall have no liability of any nature whatsoever by reason of such termination.

7. Access

1. The City and its representatives, i.e. the DPW, health department, the Police and Fire Departments, and other City agency representatives shall have access to the leased premises at all times for any purpose.

8. 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 referenced in Section 3 of this Lease and other unused items provided by the City, to DPW within thirty days of receipt of a notice of termination.

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/her 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.

9. Indemnification

The Lessee shall indemnify and hold the City 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.

10. 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 the City, and the City assumes no obligation or responsibility nor shall have any liability, for any expenditure made here under.

11. 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.

12. 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.

13. 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.

14. 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.

15. Waiver, Release and Consent Agreement

Prior to accessing or using the land, equipment or facilities provided, Lessee agrees to sign the "**Jersey City Adopt-A-Lot waiver and release of liability/medical authorization & consent**" agreement provided by the City. Failure to do so constitutes a breach of this Agreement and, in particular, voids the promise by the City to indemnify Lessee as described in Section 8.

16. 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.

17. Severability

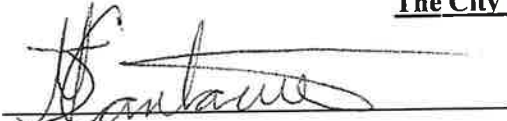
If any provision(s) of this Lease is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

18. Choice of Law

This agreement shall be governed by and constructed in accordance with the laws of the State of New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to the exclusive jurisdiction of the State and/or Federal courts located in New Jersey. Any dispute arising under or in connection with this agreement or related to any matter which is the subject of this agreement shall be subject to mandatory mediation or arbitration clause forcing the lessee to talk to the City to resolve any issue prior to seeking a day in court.

In witness whereof, the parties hereto have cause this to be signed and sealed.

The City of Jersey City




ADOPT-A-LOT PROGRAM OFFICER

DATE 2/04/2025



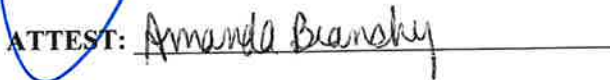
Division of Recycling Director

DATE 2/04/25



Business Administrator

DATE 2/20/2025

ATTEST: 

Amanda Bransky
Deputy City Clerk

LESSEE



AUTHORIZING OFFICIAL/TITLE

167 McAdoo Condo Assn. LLC

Garden or Group Name

DATE: 2/4/25

