

AN ORDINANCE TO AUTHORIZE A LEASE AGREEMENT WITH UNION COUNTY COLLEGE, 1033 SPRINGFIELD AVENUE, CRANFORD, NEW JERSEY 07016, TO PERMIT THE TEMPORARY USE OF CITY-OWNED PROPERTY WITHIN THE VICINITY OF UNION COUNTY COLLEGE, ELIZABETH CAMPUS, LOCATED AT 12 WEST JERSEY STREET AND 40 WEST JERSEY STREET FOR THE PLACEMENT OF A SELF-CONTAINED 80 FOOT TRAILER TO BE USED TO TRAIN UNEMPLOYED AND UNDER-EMPLOYED RESIDENTS TO BECOME MACHINISTS FROM APRIL 1, 2015 THROUGH SEPTEMBER 30, 2015, AT NO COST TO THE CITY.

WHEREAS, the Business Administrator has requested that your Honorable Body authorize the proper City Officials to enter into a lease agreement with Union County College, 1033 Springfield Avenue, Cranford, New Jersey 07016 for the purpose of staging a self-contained 80 foot trailer on City-owned property located in the vicinity of Union County College, Elizabeth Campus at 12 West Jersey Street and 40 West Jersey Street to train unemployed and underemployed residents to become machinists from April 1, 2015 through September 30, 2015; and

WHEREAS, the Business Administrator has advised that the College is in the midst of a construction project and currently has no available space for a trailer. The trailer is funded by a Federal Trade Adjustment Act Community College Career Training Grant, which provides instructors and will train students in twelve (12) week sequences; now, therefore,

BE IT ORDAINED BY CITY COUNCIL OF THE CITY OF ELIZABETH:

SECTION 1. That the Mayor and Municipal Clerk are hereby authorized to execute a lease agreement with Union County College, 1033 Springfield Avenue, Cranford, New Jersey 07016, for the purpose of staging a self-contained 80 foot trailer on City-owned property located in the vicinity of Union County College, Elizabeth Campus at 12 West Jersey Street and 40 West Jersey Street to train unemployed and underemployed residents to become machinists from April 1, 2015 through September 30, 2015.

SECTION 2. The lease agreement shall provide for an option to cancel by either party on sixty (60) days written notice to the other.

PRESENTED to the Mayor for
APPROVAL or DISAPPROVAL on

MAR 11 2015

City Clerk

SECTION 3. Provision shall be made in the lease for the Union County College to indemnify, defend and hold harmless the City of Elizabeth against all injury, death, damage or loss to persons or property relating to or arising out of the negligence of the use of the trailer. The form and substance of said hold harmless agreement shall be subject to the approval of the City Attorney.

SECTION 4. The original executed lease agreement shall be on file with the Elizabeth City Clerk along with this ordinance.

SECTION 5. In no event shall the lease authorized by this ordinance be for any political, partisan, sectarian, denominational or religious purpose.

SECTION 6. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance be and the same are hereby repealed.

SECTION 7. The effective date of this ordinance shall be at the time and in the manner provided by law.

PASSED:

March 10, 2015



PATRICIA PERKINS-AUGUSTE
President of City Council


APPROVED:

3/11/15



J. CHRISTIAN BOLLWAGE
Mayor

ATTEST:


YOLANDA M. ROBERTS, R.M.C.
Municipal Clerk