

O-23-20  
5/17/23

**AN ORDINANCE**

**TO LEASE THE PREMISES AT 591 BROADWAY, BAYONNE, NEW JERSEY, ALSO KNOWN AS LOT 9 IN CITY BLOCK 171 ON THE OFFICIAL TAX MAP OF THE CITY OF BAYONNE, TO THE BAYONNE COMMUNITY DAY NURSERY, A NONPROFIT CORPORATION ESTABLISHED FOR A PUBLIC PURPOSE, PURSUANT TO N.J.S.A. 40A:12-14, ET. SEQ.**

**WHEREAS**, the Bayonne Community Day Nursery is a non-profit corporation established on July 6, 1969 for a public purpose; and

**WHEREAS**, by way of verbal lease, the Bayonne Community Day Nursery has been occupying the City owned premises located at 591 Broadway also known as Lot 9 in Block 171, and any appurtenant portions of related City owned property necessary for the operations of the Bayonne Community Day Nursery on the official tax map of the City of Bayonne (the "Premises") for the purpose of providing day care services to low and moderate income families of Bayonne regardless of their ability to pay; and

**WHEREAS**, the City of Bayonne and the Bayonne Community Day Nursery (the "Parties") desire to enter into a formal Lease Agreement setting forth the rights and obligations of both Parties in connection with said use and occupancy of the Premises; now, therefore,

**THE MUNICIPAL COUNCIL OF THE CITY OF BAYONNE DOES ORDAIN:**

Section 1. That the premises at 591 Broadway, also known as Lot 9 in City Block 171 (formerly Lot 38B-1 in City Block 224), and any appurtenant portions of related City-owned property necessary for the operations of the Bayonne Community Day Nursery, on the official tax map of the City of Bayonne, not needed for public use, be leased to the Bayonne Community Day Nursery, for a term expiring **June 30, 2033**, at a cost of \$1.00 per year, retroactive to **April 3, 1982**, providing that the Bayonne Community Day Nursery will provide child day care services to the community in accordance with N.J.S.A. 30:9A-1, et seq., and that said lease to contain the following provisions:

- a. Bayonne Community Day Nursery will provide and pay for all utilities, such as gas, electric, heat, repairing and alterations;
- b. The City of Bayonne may terminate said lease upon the issuance by the City of a **one year** notice of termination;
- c. Any structural alterations to the subject premises shall be made at the expense of the Bayonne Community Day Nursery, providing the said alterations meet with the requirements and regulations of the Building

Department, Health Department, and Police and Fire Departments of the City of Bayonne;

d. Bayonne Community Day Nursery Center will submit annually a report to the City Clerk of the City of Bayonne, setting forth the use to which the leased premises was put during the 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 nonprofit corporation pursuant to both State and Federal law;

e. Bayonne Community Day Nursery will insure said premises with liability insurance coverage of at least \$1,000,000.00, adding the City of Bayonne as an additional insured. Evidence of said insurance coverage shall be delivered to the Law Department;

f. Bayonne Community Day Nursery will defend, indemnify and hold harmless the City of Bayonne from any and all claims for injury and damage to persons or property arising from the use of the Premises;

g. The use of said premises by the lessee is to provide child care services to the community in accordance with N.J.S.A. 30:9A-1, et. seq.

JFC:nmi