



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-126

TITLE:

**REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN  
THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE  
REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY  
BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$13,750,000  
THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO  
EXCEED \$13,750,000 GENERAL IMPROVEMENT REFUNDING BONDS  
OF THE CITY OF JERSEY CITY FOR FINANCING THE COST  
THEREOF**

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$49,215,000 aggregate principal amount of its Qualified General Improvement Bonds, Series 2003B, dated September 1, 2003 (the "General Improvement Series 2003B Bonds"), and \$7,500,000 aggregate principal amount of its Qualified Water Improvement Bonds, Series 2003B, dated September 1, 2003 (the "Water Improvement Series 2003B Bonds"), providing for the financing and refinancing of certain public improvements of the City; and

WHEREAS, the Municipal Council has determined that it is in the best interests of the City to refund all or a portion of the outstanding General Improvement Series 2003B Bonds and Water Improvement Series 2003B Bonds;

NOW, THEREFORE, 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), DO ORDAIN AS FOLLOWS:

Section 1. The City of Jersey City, in the County of Hudson, New Jersey (the "City") is hereby authorized (A) to refund all or part of the General Improvement Series 2003B Bonds and Water Improvement Series 2003B Bonds (collectively, the "Bonds to Be Refunded"), and (B) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general improvement refunding bonds (the "Refunding Bonds")

are hereby authorized to be issued from time to time in the principal amount not to exceed \$13,750,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$200,000 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 4. The purposes for which the refunding bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

Section 5. Certain of the Bonds to Be Refunded may be called for redemption prior to maturity, as provided by subsequent resolution of the Municipal Council. If provided by subsequent resolution of the Municipal Council, all or a portion of the proceeds from the sale of the refunding bonds shall be deposited in a sinking fund in trust to provide for the payment and retirement of the Bonds to be Refunded. Any moneys in such sinking fund may be invested as provided in N.J.S.A. 40A:2-60, and any moneys in excess of the amounts required for such purpose may be used for any lawful purpose of the City.

Section 6. Further provisions as to the terms of sale, deposit, securing, regulation, investment, reinvestment, disposition or application of the proceeds of the refunding bonds, and any matters in connection therewith, shall be determined by resolution of the Municipal Council adopted prior to the issuance of the refunding bonds.

Section 7. All other matters relating to the refunding bonds shall be performed or determined by subsequent resolution of the Municipal Council, or the performance or determination thereof shall be delegated by resolution of the Municipal Council to a financial officer of the City.

Section 8. The full faith and credit of the City are 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. 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.

Section 10. 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:

  
\_\_\_\_\_  
Business Administrator

APPROVED:

\_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

I N T E R

# MEMO

## Department of Administration Division of Management & Budget

O F F I C E

**Date:** October 20, 2011  
**To:** Council President Peter Brennan and Members of the Municipal Council  
**From:** Donna Mauer, Chief Financial Officer   
**Subject:** Refunding Bond Ordinance

The attached Refunding Bond Ordinance will be presented to you for first reading at the next regular meeting on Wednesday, October 26, 2011.

The City holds certain general obligation and water bonds which may be refunded for a lower rate. Due to recent changes in the market, the City looks to save in net present value, approximately \$477,500.00. This refunding will not extend the life of the bonds.

NW Financial, the City's financial advisor will be at the October 24, 2011 caucus meeting to explain this refunding as well as to answer any specific questions you may have.

cc: Robert Byrne, City Clerk  
Jack Kelly, Business Administrator

City Clerk File No. Ord. 11-127

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 11-127

TITLE:

**ORDINANCE ACCEPTING FROM PSEG POWER LLC (PSEG) A DEDICATION OF CERTAIN WATER MAINS LOCATED WITHIN THE PUBLIC RIGHTS OF WAY KNOWN AS DUFFIELD AVENUE, VAN KUREN AVENUE, AND ST. JAMES STREET NEAR THE HUDSON GENERATING STATION**

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

**WHEREAS**, the PSEG POWER LLC (PSEG), a public utility company, was required pursuant to an Administrative Consent Order with the New Jersey Department of Environmental Protection to improve the emissions from the plant smoke stack of the Hudson Generating Station (Project) located in Jersey City; and

**WHEREAS**, the Project required that an existing 8 inch water main in Duffield Avenue be replaced with a 12 inch water main and that a new secondary water main be installed in Van Kuren Avenue and St. James Street; and

**WHEREAS**, PSEG completed the construction of the water mains and they have been approved by the Municipal Engineer; and

**WHEREAS**, PSEG desires to dedicate the new water mains to the City of Jersey City (City); and

**WHEREAS**, PSEG constructed the water mains at no cost to the City for the sum of \$3,040,000; and

**WHEREAS**, the dedication of the improvements will be subject to the terms and conditions of the PSEG Water Main Dedication Agreement which is attached hereto; and

**WHEREAS**, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the dedication of appurtenances for public purposes.

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

1) The new water mains constructed by PSEG in the public rights of way known as Duffield Avenue, Van Kuren Avenue and St. James Street as shown on Exhibit A of the PSE&G Water Main Dedication Agreement, which is attached hereto, be and the same are hereby accepted and dedicated as utilities owned by the City of Jersey City and maintained by the City of Jersey City.

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2) The Mayor or Business Administrator is hereby authorized:

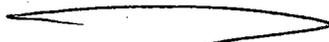
(a) subject to such modifications as deemed necessary and appropriate by the City's Corporation Counsel, execute the PSEG Water Main Dedication Agreement which contains the terms and conditions of this dedication and is attached hereto.

(b) subject to approval and acceptance by the City's Corporation Counsel, execute all other documents necessary to accomplish the dedication of the water mains.

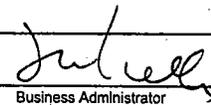
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation 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.

RR  
10-19-11

APPROVED AS TO LEGAL FORM

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

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

APPROVED:   
\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

## Jersey City Law Department Memorandum

**To:** City Council Members

**From:** Raymond Reddington, Supervisory Asst. Corporation Counsel *R.R.*

**Subject:** Ordinance Accepting the Dedication of Certain Water Mains Constructed by PSEG Power LLC within the Public Rights of Way Known as Duffield Avenue, Van Kuren Avenue, and St. James Street

**Date:** October 19, 2011

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PSEG Power LLC (PSEG), the owner of a power generation station in Jersey City, was required pursuant to an Administrative Consent Order with the New Jersey Department of Environmental Protection (NJDEP) to improve the emissions from the plant smoke stack of the Hudson Generating Station (Project) located in Jersey City. As part of the Project, the City of Jersey City (City) required that an existing 8 inch water main in Duffield Avenue be replaced with a 12 inch water main and that a new secondary water main be installed in Van Kuren Avenue and St. James Street.

PSEG constructed the water mains at no cost to the City for the sum of \$3,040,000, and the improvements have been approved by the Municipal Engineer. PSEG has offered to dedicate to the City, for the use and benefit of the public, title in perpetuity to the water mains it constructed in Duffield Avenue, Van Kuren Avenue, and St. James Street. The City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the dedication of appurtenances for public purposes.

**AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND PSEG  
POWER LLC FOR THE DEDICATION OF WATER MAINS LOCATED  
IN THE PUBLIC RIGHTS OF WAY KNOWN AS DUFFIELD AVENUE,  
VAN KUREN AVENUE AND ST. PAULS AVENUE**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011,  
by and between **PSEG POWER LLC**, a Delaware corporation having an office at 80 Park Plaza,  
Newark, New Jersey (PSEG), and the **CITY OF JERSEY CITY**, a public body corporate and  
politic existing under the laws of the State of New Jersey, having its offices at City Hall, 280  
Grove Street, Jersey City, New Jersey 07302 (City).

**WITNESSETH:**

**WHEREAS**, PSEG Power LLC (PSEG), the owner of a power generation station in Jersey City  
was required pursuant to an Administrative Consent Order with the New Jersey Department of  
Environmental Protection (NJDEP) to improve the emissions from the plant smoke stack of the  
Hudson Generating Station (Project) located in Jersey City ( the "Consent Decree"); and

**WHEREAS**, as part of the Project, the City required that an existing 8 inch water main in  
Duffield Avenue be replaced with a 12 inch water main and that a new secondary water main be  
installed in Van Kuren Avenue and St. James Street all of which are shown are Exhibit A  
annexed hereto and made a part hereof; and

**WHEREAS**, PSEG completed the construction of the water mains and they have been approved  
by the Municipal Engineer; and

**WHEREAS**, PSEG constructed the water mains at no cost to the City for the sum of \$3,040,000;  
and

**WHEREAS**, PSEG by this Agreement offers to dedicate to the City of Jersey City (City), for the use and benefit of the public, title in perpetuity to all those constructed water mains owned and controlled by it and more particularly described on Exhibit B annexed hereto and made a part hereof, subject to certain conditions expressed in the this agreement; and

**WHEREAS**, the City is authorized pursuant to N.J.S.A. 40:67-1 and N.J.S.A. 40A:12-5 to accept the dedication of appurtenances for public purposes.

**NOW, THEREFORE**, in consideration of the mutual promises made by each of the respective parties and other good and valuable consideration, the parties to this Agreement hereby agree as follows:

(1) PSEG hereby dedicates to the City ownership of all water mains existing within the public rights of way right as shown on Exhibit A. The City covenants that it shall be obligated to repair, maintain, replace and operate the water mains.

(2) PSEG hereby dedicates to the City ownership of all its rights, title, and interests in and to the installations, pipes, conduits, manholes, equipment, apparatus structures and appurtenances and all other tangible property necessary or desirable for the efficient operation of the water mains.

Notwithstanding, anything to the contrary, PSEG is the owner and shall remain responsible for the repair and maintenance of that portion of the water pipe line constructed from the PSEG property to the water main connections in the public rights of way.

(3) This Agreement shall come into effect and shall thereafter be and remain in full force and effect in perpetuity upon execution of the Agreement.

- (4) This Agreement shall be binding upon the officers, agents, administrators, successors and assigns of the parties hereto.
- (5) PSEG will continue to be fully responsible for monitoring the post-construction activities in compliance with the Consent Decree with NJDEP affecting the water mains to be dedicated. If any portion of the lands wherein the water mains are located are disturbed as a result of PSEG's environmental obligations under its agreement with NJDEP, PSEG is responsible for restoring the water mains and the lands to their original condition. The City shall assume no obligation of PSEG imposed by NJDEP permits which affect the water mains to be dedicated by PSEG to the City under this Agreement.
- (6) The invalidity of any covenant, restriction, condition, limitation or other provision set forth in this Agreement shall not impair or affect in any manner the validity, enforceability, or effectiveness of the balance of this Agreement and each covenant, restriction, limitation or provision shall be enforceable to the greatest extent permitted by law.
- (7) The failure of any party to this Agreement to enforce any covenant created by this Agreement shall not be deemed a waiver of the right to enforce the same thereafter as to any breach thereof, nor as to any breach occurring prior or subsequent thereto. Any waiver made by any party subject to this Agreement must be duly made in writing in order to be considered a waiver of any other provision unless specifically made in writing as aforementioned.
- (8) This Agreement may be amended, or modified in whole or in part, only by written instrument executed by all parties hereto.
- (9) All notices, demands, requests or other communications which may be or are required to be given, served or sent under this Agreement shall be in writing and shall be deemed to have been

properly given or sent:

(a) if personally served upon each of the parties and any other party subject to this Agreement; or

(b) if mailed by registered or certified mail with postage prepaid, return receipt requested, addressed to the other party at each party's respective address as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(10) This Agreement shall be construed and governed by the laws of the State of New Jersey without giving effect to the principles of the conflicts of law.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

WITNESS

\_\_\_\_\_

PSE&G

\_\_\_\_\_

WITNESS

\_\_\_\_\_

CITY OF JERSEY CITY

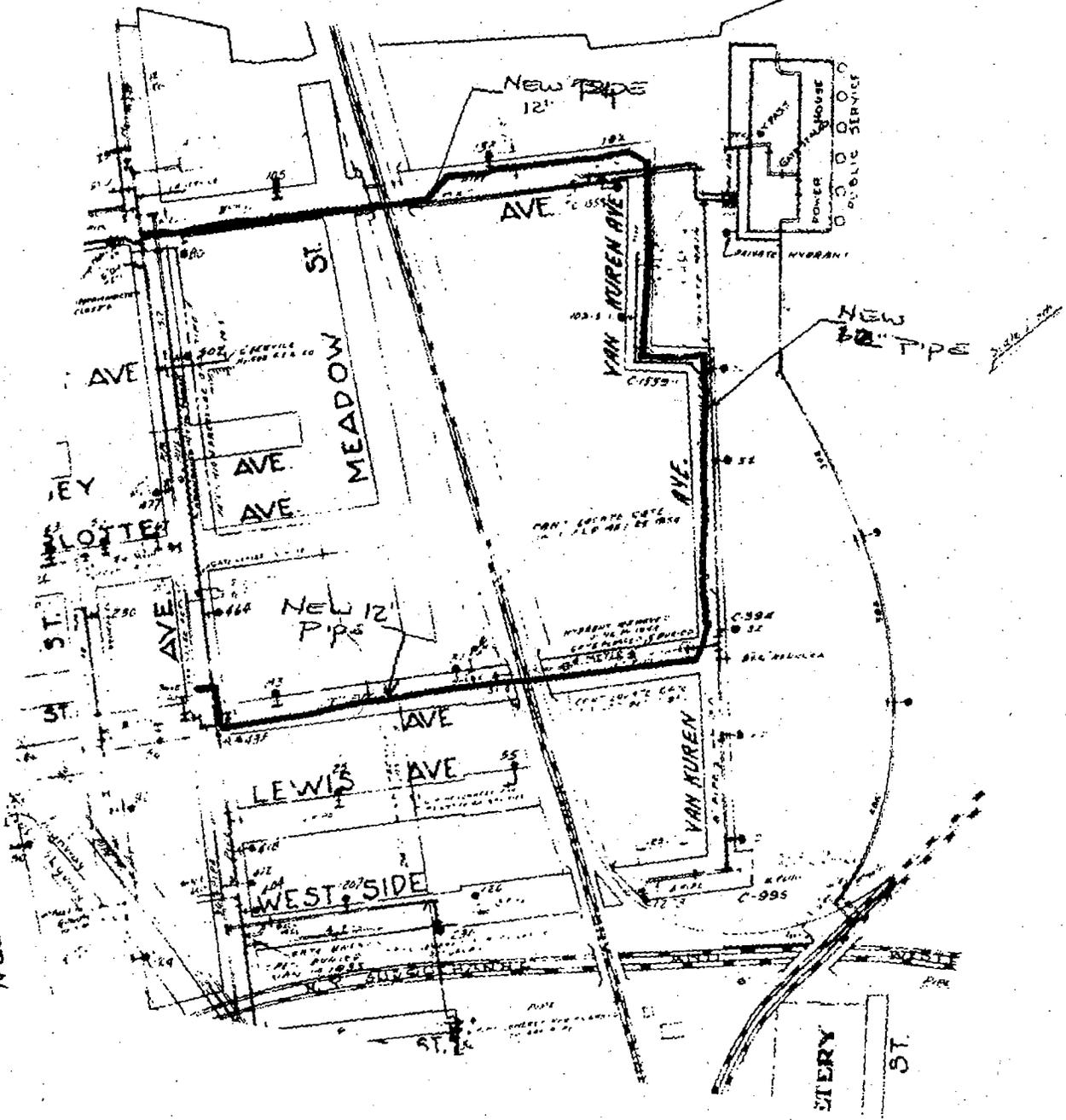
\_\_\_\_\_

RR  
10-19-11

**EXHIBIT A**

PSEG - 12" WATER MAIN Loop

# MENSACK RIVER



**EXHIBIT B**



# JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

555 ROUTE #440 · JERSEY CITY, NEW JERSEY 07305 · TEL: (201) 432-1150 · FAX: (201) 432-1576

DANIEL F. BECHT, ESQ.  
EXECUTIVE DIRECTOR

JOHN D. FOLK, C.P.A.  
DIRECTOR OF FINANCE

## BOARD OF COMMISSIONERS

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WILLIAM CHOPEK, JR.  
COMMISSIONER

Raymond Reddington, Esq.  
Law Department  
Jersey City - City Hall  
280 Grove Street  
Jersey City, NJ 07302

RE: PSEG – Hudson Generating Station  
Duffield Avenue, Van Kuren Avenue and St James Street  
12" Water Main Project

Page 3 of 3

Dear Mr. Reddington;

In regards to your request for information on the above referenced project::

1) *what was constructed*

- 3867 linear feet of 12" diameter water main
- 145 linear feet of 6" diameter water main (hydrant branches)
- 100 linear feet of 10" diameter water service connection to PSEG power plant
- 250 linear feet of 24" diameter HDPE casing under NJ Transit Bridges
- 2 each - 36" x 12" wet taps tees with 12" diameter double disc tapping gate valves
- 4 each - 12" diameter 22 degree bends with rods and thrust blocks
- 22 each - 12" diameter 45 degree bends with rods and thrust blocks
- 1 each - 12" diameter 90 degree bends with rods and thrust blocks
- 14 each – fire hydrants
- 14 each - 12" x 12" x 6" tees for hydrant connections
- 14 each 6" diameter double disc gate valves with valve boxes at hydrants tees
- 13 each - 12" diameter double disc gate valves with valve boxes
- 4 each - 10" diameter double disc gate valves – service lines with valve boxes
- 2 each - 12" x 12" x 10" tees – for service connection to PSEG power plant
- 1 each - 12" diameter blind flange end caps
- 1 each - 36" diameter double disc gate valves – on St Paul's Avenue w/valve boxes
- 10 each ¾" corporation for water service
- 2 each 1" corporation for water service
- 125 linear feet of ¾" diameter water service to replace old water service
- 20 linear feet of 1" diameter water service to replace old water service
- 70 linear feet of 6" diameter water service to replace old water service
- 12 each curb stops for copper water service lines
- 2 each 6" diameter double disc gate valves – on service lines
- 2 each 6" diameter double disc gate valves – at tee in main
- 8 each air release assemblies on 12" diameter water main

RECEIVED  
2011 JUL 14 AM 8:56  
CITY OF JERSEY CITY  
LAW DEPARTMENT



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-128

**TITLE: ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW AND MODERATE INCOME HOUSING PROJECT TO BE CONSTRUCTED BY BERGEN COURT, INC., A QUALIFIED HOUSING SPONSOR UNDER THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ.**

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

**WHEREAS**, Bergen Court, Inc., is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; and

**WHEREAS**, Bergen Court, Inc., is the contract purchaser and will become the owner prior to the date the within tax exemption financial agreement will be executed of certain property known as: Block 1986, Lot 3.A, on City's Tax map and more commonly known by the street address of 242 Bergen Avenue, Jersey City, New Jersey [Property]; and

**WHEREAS**, Bergen Court, Inc., proposes to construct a housing project to be regulated and financed pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq. on the Property; and

**WHEREAS**, Bergen Court, Inc., applied for a 30 year tax exemption to rehabilitate an existing 16-unit multi-family building on the Property to create a total of 12 units of rental housing, consisting of four (4) one-bedroom units for moderate income residents with special needs, and eight (8) two-bedroom units affordable to families of low or very low income; and

**WHEREAS**, Bergen Court, Inc., has agreed to pay a service charge estimated to be \$10,930 or approximately \$911 per unit, which sum is equal to 10% of Annual Gross Revenue per year and to provide employment and other economic opportunities for City residents and businesses in accordance with a Project Employment Agreement; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption for the following reasons:

1. The City will apply to receive credit for creating 4 units of moderate (special need) and 8 units of low or very low income family rental housing against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing;
2. There is an especially compelling need for decent safe and affordable housing for special needs and low or moderate income families; and
3. The construction of the improvements will stabilize the neighborhood and should generate additional tax revenue; and

**WHEREAS**, the City hereby determines that the tax exemption is necessary to insure the success of the project for the following reasons:

1. The reduced tax payments allow the owner to stable its operating budget, allowing a high level of maintenance to the building over the life of the project;

2. The reduction in taxes makes the Project attractive to investors of low income housing tax credits and makes the project eligible for financing from the New Jersey Housing and Mortgage Finance Agency, needed to fund the Project; and
3. The reduced tax payments will allow the owner to maintain the low and moderate income units at the lowest rents possible within the income guidelines; and
4. The project provides 12 units of low income affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

**WHEREAS**, on October 14, 2011, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

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

1. The application of Bergen Court, Inc., a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; for a tax exemption is hereby approved subject to the following terms and conditions:

- (a) Term: 30 years;
- (b) Service Charge: 10% of Annual Gross Revenue, estimated to be \$10,930 or approximately \$911 per unit;
- (c) Project: 12 units of rental housing, consisting of four (4) one-bedroom units for residents with special needs, and eight (8) two-bedroom units affordable to families of very low income; and
- (d) Property: Block 1986, Lot 3.A, on the City's Tax map and more commonly known by the street address of 242 Bergen Avenue, Jersey City, New Jersey.

2. The Mayor or Business Administrator is authorized to execute a tax exemption Financial Agreement, which includes a Project Employment Agreement in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator and Corporation Counsel deems appropriate or necessary.

3. This Ordinance will sunset and the Tax Exemption will terminate unless the Entity receives approval of the low income housing tax credits from the HMFA and a grant from the Jersey City Affordable Housing Trust Fund no later than December 1, 2012.

4. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

5. This ordinance shall be 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.

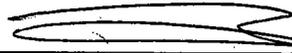
6. This ordinance shall take effect at the time and in the manner provided by law.

7. The City Clerk and 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 that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

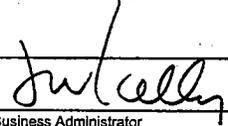
**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
10/18/11

APPROVED AS TO LEGAL FORM

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

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

APPROVED:   
\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

Rev. 10-19-11  
HMFA  
N.J.S.A. 55:14K-1 et seq.

Re: 242 Bergen Avenue  
Block 1986, Lot 3.A  
\_\_\_\_\_Redevelopment Plan Area

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **BERGEN COURT, INC., a Non-Profit Corporation**, is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency N.J.S.A. 55:14K-1 et seq., having its principal office 514 Newark Avenue, Jersey City, New Jersey 07306, and the **CITY OF JERSEY CITY**, a Municipal Corporation in the County of Hudson and the State of New Jersey, [City], having its principal office at 280 Grove Street, Jersey City, New Jersey 07302.

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, the Entity is the Owner under a Deed dated \_\_\_\_\_, of certain property designated as Block 1986, Lot 3.A, more commonly known by the street address of 242 Bergen Avenue, Jersey City, NJ, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the \_\_\_\_\_ Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to rehabilitate an existing 16-unit multi-family building on the Property to create a total of 12 units of rental housing, consisting of four (4) one-bedroom units for moderate income residents with special needs, and eight (8) two-bedroom units affordable to families of low or very low income [Project]; and

**WHEREAS**, on September 20, 2011, the Entity's Application for a tax exemption for the Project was approved by the City by the adoption of Ordinance \_\_\_\_\_; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained,

Rev. 10-19-11  
HMFA  
N.J.S.A. 55:14K-1 et seq.

Re: 242 Bergen Avenue  
Block 1986, Lot 3.A  
\_\_\_\_\_Redevelopment Plan Area

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between **BERGEN COURT, INC., a Non-Profit Corporation**, is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency N.J.S.A. 55:14K-1 et seq., having its principal office 514 Newark Avenue, Jersey City, New Jersey 07306, and the **CITY OF JERSEY CITY**, a Municipal Corporation in the County of Hudson and the State of New Jersey, [City], having its principal office at 280 Grove Street, Jersey City, New Jersey 07302.

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner under a Deed dated \_\_\_\_\_, of certain property designated as Block 1986, Lot 3.A, more commonly known by the street address of 242 Bergen Avenue, Jersey City, NJ, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the \_\_\_\_\_ Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to rehabilitate an existing 16-unit multi-family building on the Property to create a total of 12 units of rental housing, consisting of four (4) one-bedroom units for moderate income residents with special needs, and eight (8) two-bedroom units affordable to families of low or very low income [Project]; and

**WHEREAS**, on September 20, 2011, the Entity's Application for a tax exemption for the Project was approved by the City by the adoption of Ordinance \_\_\_\_\_; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained,

and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

## **ARTICLE I - GENERAL PROVISIONS**

### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq., Executive Order of E.O. 02-003, and Ordinance \_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Agency- The New Jersey Housing and Mortgage Finance Agency.
- ii. Annual Gross Revenue- The total gross income, including any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, laundry, or other services, including any Section 8 certificate revenue derived from the Project, including all rent and other income, with an allowable vacancy rate of up to 5%. It also includes the cost of insurance, gas, electricity, water and sewer charges, other utilities, garbage removal and insurance charges even if paid for directly by the Tenant, if such expense is ordinarily paid for by the Landlord.
- iii. Annual Service Charge -Estimated Service Charge: 10% of Annual Gross Revenue, which is estimated to be approximately \$10,930 each year; in accordance with the financial plan attached hereto as Exhibit 2, which sum is in lieu of any taxes on the Improvements.
- iv. Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also

include a certification of Total Project Cost and clear computation of Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholder's equity, statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items reasonably required by the City or its auditors. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

v. Certificate of Occupancy - Document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vi. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

vii. Entity - The term Entity within this Agreement shall mean Bergen Court, Inc., which Entity is formed and qualified pursuant to Law. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under by Law and the transfer has been duly approved by the City.

viii. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

ix. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

x. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xi. Land Tax Payments - If the law requires, payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xii. Law - Law shall refer to the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; Executive Order 02-003, relating to long term tax exemption, as it may be amended and supplemented; Ordinance \_\_\_\_\_ which authorized the execution of this Agreement.

xiii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total taxes that would have been levied against all real property in the area covered by the Project in the last full tax year preceding the recording of the HMFA mortgage which amount the parties agree is approximately \$10,930. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to the Financial Agreement would be less than the Minimum Annual Service Charge.

xiv. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xv. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

xvi. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 1986, Lot 3.A, more commonly known by the street address of 242 Bergen Avenue, Jersey City,

NJ, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Secretary of State or Office of the Hudson County Clerk.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will rehabilitate an existing 16-unit multi-family building on the Property to create a total of 12 units of rental housing, consisting of four (4) one-bedroom units for moderate income residents with special needs, and eight (8) two-bedroom units affordable to families of low or very low income, all of which is more specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5.

### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be managed and controlled as follows:

1. The Entity shall manage the improvements with regard to the residential dwelling units and retail space.
2. The parking facility will be operated by a third party Lessee pursuant to and in accordance with the terms of a certain lease between the Entity and third-party Lessee.

### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth estimated Total Project

Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

**Section 2.7 Statement of Rental Schedules and Lease Terms**

The Entity represents that its good faith projections of the initial rental schedules and lease terms are set forth in Exhibit 7, attached hereto.

**ARTICLE III - DURATION OF AGREEMENT**

**Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of: thirty three (33) years from the date of the adoption of Ordinance \_\_\_\_\_ which approved this exemption or thirty (30) years from the date of the recording of the HMFA mortgage as funded and approved by the Agency. The tax exemption shall only be effective only while the Project is owned by an entity formed and operating as a housing sponsor under the Law and subject to an HMFA mortgage. Thereafter, the tax exemption shall expire and the land and improvements thereon shall be assessed and taxed according to the general law applicable to other non-exempt property in the City.

**ARTICLE IV - ANNUAL SERVICE CHARGE**

**Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make payment to the City of an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue as set forth in its Financial Plan, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

A Minimum Annual Service Charge shall be due beginning on the date this Agreement is executed. The Annual Service Charge or Minimum Annual Service Charge, as the case may be, shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual

Service Charge or the Annual Service Charge, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

**Section 4.2 Administrative Fee**

The Entity shall also pay an annual administrative fee to the City in addition to the Minimum or Annual Service Charge. This administrative fee shall equal two (2%) percent of the Annual Service Charge and shall be payable and due on or before December 31st of each year and collected in the same manner as the Annual Service Charge.

**Section 4.3 Land Tax Credit**

If the Law requires the Entity to pay Land Taxes in addition to the service charges, then the Entity will be entitled to a land tax credit against the service charges. In order to be entitled to the credit, however, the Entity is obligated to make timely Land Tax Payments, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any year that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that year. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

**Section 4.4 Quarterly Installments**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

**Section 4.5 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including adjustments thereto, Administrative Fees, and any interest thereon, are Material Conditions of this Agreement.

## **ARTICLE V - PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

### **Section 5.1 Project Employment Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment & Contracting Agreement, attached hereto as Exhibit 8.

## **ARTICLE VI - CERTIFICATE OF OCCUPANCY**

### **Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner. The failure to secure the Certificates of Occupancy shall subject the property to full taxation.

### **Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not mitigate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

### **Section 6.3 Construction Permits**

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit(s) for the Project.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that this Agreement shall continue in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to: Rental schedule of the urban renewal Project, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year.

B. Total Project Cost Audit: Within ninety (90) days after the Substantial Completion of the Project, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, certified as to actual construction costs by an independent and qualified architect, utilizing the form attached hereto as Exhibit 9, and as to all other costs, certified its conformance with generally accepted accounting principles, by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, if there has been a change in ownership or interest from the prior year's filing, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time.

### **Section 7.3 Mortgage**

Within ninety (90) days after the date the Entity closes on its loan with the Agency, the Entity shall file with the City a fully executed copy of the Note and a recorded copy of the HMFA Mortgage.

#### **Section 7.4 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City and the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity.

All costs incurred by the City to conduct the audit, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Interest shall accrue at the same rate as for a delinquent service charge.

### **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

#### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity's return on investment shall be limited in accordance with the regulations and conditions imposed by the Agency pursuant to N.J.S.A. 55:14K-7(6) or any other Law applicable.

### **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

#### **Section 9.1 Prior Approval of Sale**

Any change made in the ownership of the Project and sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity is formed and eligible to operate under the Law; 2) the Entity is not then in default of this Agreement or the Law; and 3) the Entity's obligations under this Agreement is fully assumed by the new Entity.

#### **Section 9.2 Transfer or Lease to Tax Exempt Organization or Public Body.**

In the event that the Entity transfers, sells, demises, conveys, or in any manner relinquishes ownership or title, including a lease to the land or improvements, covered by

this tax exemption agreement, to an organization or institution, including any public body, during the term of the tax exemption agreement, that would adversely impact the City's anticipated economic interests by reducing in any way taxes or the service charge due the City under this agreement or by law, it is understood and agreed by the Entity that it first obtain the consent of the City to the transfer or lease. It is further understood that it may be grounds for the City to withhold its approval if the City's economic interests are adversely effected thereby.

**Section 9.3 Severability.**

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Municipal Council by Ordinance, convey, mortgage or transfer, all or part of the Project so as to sever, disconnect, or divide the improvements from the lands which are basic to, embraced in, or underlying the exempted improvements.

**ARTICLE X - COMPLIANCE**

**Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 55:14K-1, et seq., as currently amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

**ARTICLE XI - DEFAULT**

**Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

**Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of

the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default failure to pay any charges defined as Material Conditions in Section 4.5, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Additional Consideration or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI Land Taxes or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No determination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Administrative Fees or Additional Consideration. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no determination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Administrative Fees or Additional Consideration, or for breach of covenant or the resort to any other remedy herein provided for the

recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may after the expiration of one year from the Substantial Completion of the Project notify the City that as of a certain date designated in the notice, it relinquishes its status as a tax exempt Project. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting to the City. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed

and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne equally by the parties. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Article IV, Section 4.5 as Material Conditions.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, in equity, or under any provision of this Agreement.

### **ARTICLE XV - INDEMNIFICATION**

#### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any action (other than an action commenced by the Entity) alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of the Law, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party

thereto, to which intervention the Entity consents; the expense thereof to be borne by the Entity.

## ARTICLE XVI- NOTICE

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Bergen Court, Inc.  
514 Newark Avenue  
Jersey City, NJ 07306

and

Eugene P. O'Connell, Esq.  
853 Summit Avenue  
Jersey City, NJ 07307

and

New Jersey Housing and Mortgage Finance Agency  
637 South Clinton Avenue  
P.O. Box 18550  
Trenton, NJ 08650-2085

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

### **Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity

otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

## **ARTICLE XVII-SEVERABILITY**

### **Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

## **ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

**Section 18.4 Entire Document**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

**Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

**ARTICLE XIX - EXHIBITS**

**Section 19. Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Initial Rental Schedules and Lease Terms;
8. Project Employment & Contracting Agreement;
9. Architect's Certification of Actual Construction Costs;
10. Written approval of HMFA mortgage loan, including the amount and term thereof.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed the day and year first above written.

**ATTEST:**

**BERGEN COURT, INC.**

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**SECRETARY**

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**MEMBER MANAGER**

**ATTEST:**

**CITY OF JERSEY CITY**

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**ROBERT BYRNE  
CITY CLERK**

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**JOHN KELLY  
BUSINESS ADMINISTRATOR**

**PROJECT EMPLOYMENT & CONTRACTING AGREEMENT**

This Project Employment & Contracting Agreement is made on the \_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF JERSEY CITY** [City] and **BERGEN COURT, INC.**, having its principal office at 514 Newark Avenue, Jersey City, New Jersey 07306. Recipient agrees as follows:

**I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 1 Journal Square Plaza, 2<sup>nd</sup> Floor, Jersey City, NJ 07306, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
- a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

**IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

**V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate the earlier of 33 years from the date of the adoption of that Ordinance or 30 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.

- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

**4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

**VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages/Interest:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

**IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.
2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Bergen Court, Inc.  
514 Newark Avenue  
Jersey City, NJ 07306

and

Eugene P. O'Connell, Esq.  
853 Summit Avenue  
Jersey City, NJ 07307

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
1 Journal Square Plaza  
2<sup>nd</sup> Floor  
Jersey City, New Jersey 07306

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne**  
**City Clerk**

\_\_\_\_\_  
**John Kelly**  
**Business Administrator**

**WITNESS:**

**BERGEN COURT, INC.**

\_\_\_\_\_  
**Secretary**

\_\_\_\_\_  
**President**

City Clerk File No. Ord. 11-129

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 11-129

**TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE INDUSTRIAL PROJECT TO BE CONSTRUCTED BY GOYA 75<sup>TH</sup> URBAN RENEWAL CO., LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

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

**WHEREAS**, Goya 75th Urban Renewal Co., LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity has executed an Operating Lease, for at least a term of 20 years (the term of a proposed tax exemption), for certain property known as Block 1002, Lot 99B; Block 1100, Lot 52C; Block 1101, Lots 51A and 7A, on the City's Official Tax map, consisting of approximately 40 acres, and more commonly known by the street address of 360 County Road, and more specifically described by metes and bounds, in the application (Property); and

**WHEREAS**, the Entity has applied for a 20 year long term tax exemption to construct a warehouse and distribution facility on the Property which will have approximately 577,000 square feet of warehouse space and 38,000 square feet of office space for a total of 615,000 gross square feet in a one (1) story building with mezzanines with up to 480 surface parking spaces for automobiles and up to 114 surface parking spaces for trailers [Project]; and

**WHEREAS**, the Property is located within the Hackensack Meadowlands District and governed by N.J.S.A. 13:17-1 et seq.; and

**WHEREAS**, the Property is also in an Urban Enterprise Zone and eligible for tax exemption pursuant to N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

**WHEREAS**, since the Entity estimates construction costs that will exceed \$25 million, the Project shall be subject to a Project Labor Agreement as required by Ordinance 07-123; and

**WHEREAS**, the Project received a zoning certificate from the Hackensack Meadowlands Commission on September 28, 2011, as required by N.J.S.A. 13:17-1 et seq.; and

**WHEREAS**, Goya 75<sup>th</sup> Urban Renewal Co., LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 15% of the Annual Gross Revenue under the Operating Lease, which sum is \$806,400 in years 1 through 6; \$892,950 in years 7 through 12; and \$979,500 in years 13 through 20 of the Financial Agreement, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee, which is initially \$16,128; and
3. provide employment and other economic opportunities for City residents and businesses; and

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**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE INDUSTRIAL PROJECT TO BE CONSTRUCTED BY GOYA 75<sup>TH</sup> URBAN RENEWAL CO., LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

- 4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge, which is initially \$40,320; and
- 5. pay the sum of \$114,700 to the City's Affordable Housing Trust Fund; and

**WHEREAS**, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

- 1. the current real estate taxes generate revenue of only \$299,300, whereas, the Annual Service Charge as estimated, will initially generate revenue of \$806,400 in years 1 through 6;
- 2. it is expected that the Project will create approximately 150 jobs during construction and between 324 and 493 new permanent jobs in Jersey City;
- 3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
- 4. the Project will further the overall redevelopment objectives of a Jersey City Urban Enterprise Zone;
- 5. by the City's analysis, the benefits of the Project outweigh the costs to the City insofar as the Project adds no additional burdens on schools and because the City will retain most of the payment due it from the Hackensack Meadowlands Commission under the Inter-Municipal Tax Sharing Plan.

**WHEREAS**, the City hereby determines that the tax exemption is important in obtaining development of the Project and influencing the locational decisions of the Entity for the following reasons:

- 1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors in the event the Project is financed by a lender;
- 2. the relative stability and predictability of the Annual Service Charges will allow the owner and the Entity to stabilize their operating budgets, allow a high level of maintenance to the building over the life of the Project, insure the likelihood of the success of the Project and the possibility of growth and increased employment at the Project; and

**WHEREAS**, Goya 75<sup>th</sup> Urban Renewal Co., LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

**WHEREAS**, Goya 75<sup>th</sup> Urban Renewal Co., LLC, has agreed to comply with the City of Jersey City's Ordinance 07-123 Requiring Apprenticeships and Project Labor Agreement; and

**WHEREAS**, on October 14, 2011, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

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

A. The application of Goya 75<sup>th</sup> Urban Renewal Co., LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 1002, Lot 99B; Block 1100, Lot 52C; Block 1101, Lots 51A and 7A, more commonly known by the street address of 360 County Road, more specifically described by metes and bounds in the application is hereby approved.

**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE INDUSTRIAL PROJECT TO BE CONSTRUCTED BY GOYA 75<sup>TH</sup> URBAN RENEWAL CO., LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of twenty-five (25) years from the adoption of the within Ordinance or twenty (20) years from the date the Project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to \$299,300, upon Project completion, whether or not the Project is occupied; or
  - (b) 15% of gross revenue, which sum is \$806,400 in years 1 through 6; \$892,950 in years 7 through 12; and \$979,500 in years 13 through 20 of the Financial Agreement, which shall be subject to statutory increases during the term of the tax exemption.
3. Administrative Fee: 2% of the prior year's Annual Service Charge, which is initially \$16,128;
4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County, which is initially \$40,320;
5. Project: A one (1) story building consisting of a warehouse and distribution facility on the Property which will have approximately 577,000 square feet of warehouse space and 38,000 square feet of office space for a total of 615,000 gross square feet with mezzanines and up to 480 surface parking spaces for automobiles and up to 114 surface parking spaces for trailers;
6. Affordable Housing Trust Fund: \$114,700 or \$.10 per square foot of warehouse space (577,000 square feet) and \$1.50 per square foot of office space (38,000 square feet);
7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
8. Execution of a Project Labor Agreement as required by Ordinance 07-123. The Project Labor Agreement shall be in substantially the form on file in the office of the City Clerk.
9. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

F. This ordinance shall be 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.

G. This ordinance shall take effect at the time and in the manner provided by law.

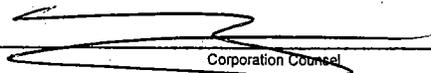
**ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE INDUSTRIAL PROJECT TO BE CONSTRUCTED BY GOYA 75<sup>TH</sup> URBAN RENEWAL CO., LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

H. The City Clerk and 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 that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

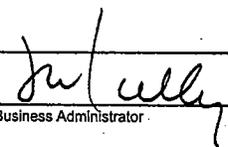
**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

*JM/he*  
*10/14/11*

APPROVED AS TO LEGAL FORM

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

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

APPROVED:   
\_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

Rev. 10-18-11  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(Commercial Building)

Re: 360 County Road  
Block 1002, Lot 99B; Block 1100, Lot 52C;  
Block 1101, Lots 51A and 7A  
Jersey City Urban Enterprise Zone

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_ day of \_\_\_\_\_, 2011 by and between **GOYA 75TH URBAN RENEWAL CO., LLC**, an urban renewal Entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Goya Foods, Inc., 100 Seaview Drive, Secaucus, New Jersey 07094 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Lessee of certain property designated as Block 1002, Lot 99B; Block 1100, Lot 52C; Block 1101, Lots 51A and 7A, more commonly known by the street address of 360 County Road, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement [the Property]; and

**WHEREAS**, this Property is located within the boundaries of the a Jersey City Urban Enterprise Zone; and

**WHEREAS**, the Entity plans to construct a warehouse and distribution facility on the Property which will have approximately 577,000 square feet of warehouse space and 38,000 square feet of office space for a total of 615,000 gross square feet in a one (1) story building with mezzanines and up to 480 surface parking spaces for automobiles and up to 114 surface parking

spaces for trailers [Project]; and

**WHEREAS**, the Project will be sub-leased in its entirety by the Entity to Goya Foods, Inc. [the Operating Lease], for a term at least commensurate with this Agreement; and

**WHEREAS**, on September 22, 2011, the Entity filed an Application with the City for a Long Term Tax Exemption for the Project; and

**WHEREAS**, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only \$299,300 for the Property, whereas, the Annual Service Charge for the Project will generate annual revenue to the City during the term of the Financial Agreement, which sum is \$806,400 in years 1 through 6; \$892,950 in years 7 through 12; and \$979,500 in years 13 through 20 of the Financial Agreement;
2. the Entity shall pay the City the sum of \$114,700, as an affordable housing contribution;
3. it is expected that the Project will result in approximately 150 jobs during construction and between 324 and 493 new permanent jobs being located in Jersey City;
4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the Jersey City residents;
5. the Project will further the redevelopment objectives of the Jersey City Urban Enterprise Zone;
6. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the Project and influencing the locational decisions of the Entity:

1. the relative stability and predictability of the service charges will allow the owner and the Entity to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project, insure that it will have a positive impact on the surrounding area and the possibility of growth and increased

employment at the Project; and

**WHEREAS**, by the adoption of Ordinance 11-\_\_\_\_\_ on November \_\_\_\_, 2011, the Municipal Council approved the above findings and the tax exemption application and authorized the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

### **ARTICLE I - GENERAL PROVISIONS**

#### **Section 1.1 Governing Law**

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor, 02-003, Ordinance 02-075, and Ordinance 11-\_\_\_\_\_, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

#### **Section 1.2 General Definitions**

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per

annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Service Charge - The amount the Entity has agreed to pay the City for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12.

iv. Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

v. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vi. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

vii. Entity - The term Entity within this Agreement shall mean Goya 75th Urban Renewal Co., LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

viii. Gross Revenue - Any and all base rent, not including expenses, derived from or

generated by the Operating Lease (as hereafter defined) of the Project, of whatever kind or amount, the form of which Operating Lease, including the annual rental schedule, is attached as Exhibit 7.

ix. Improvements or Project - Any building, structure or fixture permanently affixed to the land to be constructed and tax exempted under this Agreement.

x. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xi. Land Taxes - The amount of taxes assessed on the value of land, on which the Project is located. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiii. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 02-003, relating to long term tax exemption, as it may be amended and supplemented; Ordinance 02-075, and Ordinance 11-\_\_\_\_\_, which authorized the execution of this Agreement; and Ordinance 07-123, as may be amended or supplemented from time to time, which requires the execution of a Project Labor Agreement, and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xiv. Lease - Refers to that certain sub-lease agreement for the Project made by and between the Entity as Operating Lessor and Goya Foods, Inc., as Operating Lessee, the Operating Lease, a memorandum of which is attached as Exhibit 7. The rent under the Operating Lease shall be a minimum of the amounts stated in the Operating Lease. This Operating Lease will not be amended so as to reduce or limit the Service Charge otherwise due to the City hereunder.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the higher of: a) the taxes levied against the real property in the area covered by the Project in the

last full tax year in which the area was subject to taxation, which amount the parties agree is \$299,300; or b) upon Substantial Completion, \$806,400 irrespective of occupancy. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Gross Revenues of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other Entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other Entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the Entity, or officers, partners or other persons holding a proprietary ownership interest in the Entity.

xvii. Pronouns - He or She or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or

in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h) and the Application, attached as Exhibit 3. There shall be included in Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title.

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby grants its approval for a tax exemption for all the Improvements, constituting the Project to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on a portion of certain property known on the Official Tax Assessor's Map of the City as: Block 1002, Lot 99B; Block 1100, Lot 52C; Block 1101, Lots 51A and 7A, more commonly known by the street address of 360 County Road, Jersey City, New Jersey, and described by metes and bounds in Exhibit 1 attached hereto [Property].

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk,

all in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that, it intends to construct a warehouse and distribution facility, which will have 1 story with mezzanines. The facility will have 577,000 square feet of warehouse space and 38,000 square feet of office space for a total of 615,000 gross square feet, in a one story building with a mezzanine and up to 480 surface parking spaces for automobiles and up to 114 surface parking spaces for trailers, all of which is specifically described in the Application attached hereto as Exhibit 3.

### **Section 2.4 Construction Schedule**

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 10.

### **Section 2.5 Ownership, Management and Control**

The Entity represents that it is the Ground Lessee of the Property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be leased to and operated by Goya Foods, Inc., pursuant to an Operating Lease.

The City acknowledges that the Entity may enter into future management agreements so long as such agreements are not used to reduce the City's revenue or other economic benefits under this Agreement and the management fees to be paid are comparable to those disclosed in the application.

### **Section 2.6 Financial Plan**

The Entity represents that the Improvements shall be operated in substantially accordance with the estimated Financial Plan attached hereto as Exhibit 6. The Plan sets forth estimated Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, if any, the source and amount of paid-in capital, and the terms of any mortgage amortization.

## **ARTICLE III - DURATION OF AGREEMENT**

### **Section 3.1 Term**

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance 11-\_\_\_\_\_ on November \_\_\_\_\_, 2011, which approved the tax exemption or 20 years from the date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall make the following payments to the City:

(i) City Annual Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to fifteen percent (15%) of the Annual Gross Revenue, which will be \$806,400 in years 1 through 6; \$892,950 in years 7 through 12; and \$979,500 in years 13 through 20 of the Financial Agreement. The Annual Service Charge shall be initially billed and increased thereafter in accordance with the Lease and this Agreement.

A Minimum Annual Service Charge calculated under Section 1.2 (xvi) shall be due beginning on the effective date of this Agreement. The greater of the Annual Service Charge or Minimum Annual Service Charge calculated under Section 1.2 (xvi), as the case may be, shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid; and

(ii) County Annual Service Charge: an amount equal to 5% of the Annual Service Charge upon receipt of that charge, for remittance to the County by the City.

##### **Section 4.2 Staged Adjustments**

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption

in accordance with N.J.S.A. 40A:20-12(b) as follows:

- i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 15<sup>th</sup> year, the Annual Service Charge shall be 15% of Annual Gross Revenue;
- ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 16<sup>th</sup> year following Substantial Completion until the last day of the 17<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the value of the land and Improvements;
- iii. Stage Three: Beginning on the 1<sup>st</sup> day of the 18<sup>th</sup> year following the Substantial Completion until the last day of the 18<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the value of the land and Improvements;
- iv. Stage Four: Beginning on the 1<sup>st</sup> day of the 19<sup>th</sup> year following Substantial Completion until the last day of the 19<sup>th</sup> year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the value of the land and Improvements.
- v. Final Stage: Beginning on the 1<sup>st</sup> day of the 20<sup>th</sup> year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the value of the land and Improvements.

### **Section 4.3 Credits**

The Entity is required to pay both the Annual Service Charge, and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that quarter. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. The City shall have, in addition to this remedy and other

remedies, the right to proceed against the Project pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

#### **Section 4.4 Quarterly Installments**

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

#### **Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge. In the event that the Entity fails to timely pay the Administrative Fee, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

#### **Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity shall pay the City the sum of \$114,700 or \$.10 per square foot of warehouse space (577,000 square feet) and \$1.50 per square foot of office space (38,000 square feet), as a contribution subject to the contingencies set forth below. The sum shall be due and payable as follows:

- i. 1/3 (\$38,233) on or before the effective date of the ordinance approving the tax exemption, that is the effective date of the executed Financial Agreement;
- ii. 1/3 (\$38,233) on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement;
- iii. 1/3 (\$38,233) on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

The Entity acknowledges that the City relies on these payments and will enter into agreements in anticipation of receiving such funds in a timely manner.

B. **Remedies.** In the event that the Entity fails to timely pay the contribution, the amount unpaid shall be added to the service charge and shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

**Section 4.7 Material Conditions**

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

**ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

**Section 5.1 Project Labor Agreement and Project Employment and Contracting Agreement**

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 9. In addition, the Entity shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule, attached hereto as Exhibit 10. The Entity's failure to secure the Certificates of Occupancy shall subject the Project to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

**Section 6.2 Filing of Certificate of Occupancy**

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor

and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

## **ARTICLE VII - ANNUAL REPORTS**

### **Section 7.1 Accounting System**

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

### **Section 7.2 Periodic Reports**

A. An Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to: the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project, if any, and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year.

B. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time.

### **Section 7.3 Inspection/Audit**

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City and the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity.

All reasonable costs incurred by the City to conduct the audit, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

## **ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES**

### **Section 8.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue. Pursuant to N.J.S.A. 40A:20-14(b) there is expressly excluded from the calculation of Gross Revenue and Net Profit in the determination of excess profit, any gain realized by the Entity on the sale of any condominium unit, whether or not taxable under federal or state law.

### **Section 8.2 Annual Payment of Excess Net Profit**

In the event the Net Profits of the Entity, in any fiscal year, shall exceed the Allowable Net

Profits for such period, then the Entity, within one hundred and twenty (120) days after the end of such fiscal year, shall pay such excess Net Profits to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xxi) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the Annual Service Charge.

### **Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale**

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the excess Net Profit, if any.

## **ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION**

### **Section 9.1 Approval**

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement is fully assumed by the new Entity, 5) the Entity shall pay the City a transfer fee equal to 2% of the then current Annual Service Charge as required by N.J.S.A. 40A:20-10d.

Nothing herein shall prohibit any transfer of the ownership interests in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the Annual Disclosure statement or in correspondence sent to the City in advance of the filing of the Annual Disclosure Statement, all in accord with the Law.

### **Section 9.2 Fee**

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as currently amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

### **Section 10.2 Disclosure of Lobbyist Representative**

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

## **ARTICLE XI - DEFAULT**

### **Section 11.1 Default**

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

### **Section 11.2 Cure Upon Default**

Should the Entity be in Default, the City shall send written notice to the Entity of the Default

[Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

### **Section 11.3 Remedies Upon Default**

The City shall, among its other remedies, have the right to proceed against the Entity's Project pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI herein, but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other

remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE XII- TERMINATION**

### **Section 12.1 Termination Upon Default of the Entity**

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 12.2 Voluntary Termination by the Entity**

The Entity may after the expiration of one year from the Substantial Completion of the Project notify the City that as of a certain date designated in the notice, it relinquishes its status as a tax exempt Project. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate.

### **Section 12.3 Final Accounting**

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

#### **Section 12.4 Conventional Taxes**

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

### **ARTICLE XIII - DISPUTE RESOLUTION**

#### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne equally by the parties. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Article IV, Section 4.7 as Material Conditions.

### **ARTICLE XIV - WAIVER**

#### **Section 14.1 Waiver**

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, in equity, or under any provision of this Agreement.

### **ARTICLE XV - INDEMNIFICATION**

#### **Section 15.1 Defined**

It is understood and agreed that in the event the City shall be named as party defendant in any

third party action alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, reasonable cost, and expense (including reasonable attorneys' fees and costs, through trial and all stages of any appeal, including the cost of enforcing this indemnity) arising out of Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit on behalf of the City at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

## **ARTICLE XVI- NOTICE**

### **Section 16.1 Certified Mail**

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested or by a recognized overnight carrier.

### **Section 16.2 Sent by City**

When sent by the City to the Entity the notice shall be addressed to:

Goya 75th Urban Renewal Co., LLC  
c/o Goya Foods, Inc.  
100 Seaview Drive  
Secaucus, New Jersey 07094  
Attn: Carlos G. Ortiz, Esq.

and

Connell Foley, L.L.P.  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4029  
Attn: James C. McCann, Esq.

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, if any, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

**Section 16.3 Sent by Entity**

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

**ARTICLE XVII-SEVERABILITY**

**Section 17.1 Severability**

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

**ARTICLE XVIII - MISCELLANEOUS**

### **Section 18.1 Construction**

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 18.2 Conflicts**

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

### **Section 18.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

### **Section 18.4 Entire Document / Prior Agreement**

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

### **Section 18.5 Good Faith**

In their dealings with each other, utmost good faith is required from the Entity and the City.

### **Section 18.6 Effective Date**

The Effective Date shall be the date on which this Agreement is fully executed by all parties thereto.

## **ARTICLE XIX - EXHIBITS and SCHEDULES**

### **Section 19. Exhibits**

The following Exhibits are attached hereto and incorporated herein as if set forth at length



## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF JERSEY CITY** [City] and **GOYA 75TH URBAN RENEWAL CO., LLC**, having its principal office at c/o Goya Foods, Inc., 100 Seaview Drive, Secaucus, New Jersey 07094. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 1 Journal Square Plaza, 2<sup>nd</sup> Floor, Jersey City, NJ 07306, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
  - a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

**IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

**V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

1. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. **Pre-hiring Job Awareness:** At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. **Subcontractor Notification** -- If the Recipient decides to subcontract any portion or all of its

permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

### 4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

**VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may

respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.

6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

### **VIII. Liquidated Damages/Interest:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix

O.

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Goya 75th Urban Renewal Co., LLC  
c/o Goya Foods, Inc.  
100 Seaview Drive  
Secaucus, New Jersey 07094  
Attn: Carlos G. Ortiz, Esq.

and

Connell Foley, L.L.P.  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4029  
Attn: James C. McCann, Esq.

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
1 Journal Square Plaza  
2<sup>nd</sup> Floor  
Jersey City, New Jersey 07306

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the

Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**John Kelly**  
**Business Administrator**

**WITNESS:**

**GOYA 75TH URBAN RENEWAL CO., LLC**

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**Secretary**

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**President**



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-130

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 2101, LOT 18, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 61-69 AMITY STREET, JERSEY CITY**

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

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060 (Section 304-1 et seq. of the Municipal Code), and as amended by Ordinance 07-146, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed industrial, is permitted for a period of five (5) years; and

**WHEREAS**, DeBragga Amity, LLC/American Urban Renewal Associates, is the owner of a newly constructed building with commercial and industrial use, located in Block 2101, Lot 18, on the City's Tax Map and more commonly known by the street address of 61-69 Amity Street, Jersey City, N.J.; and

**WHEREAS**, the Tax Assessor has certified that DeBragga Amity, LLC/American Urban Renewal Associates, substantially completed the improvements and received a Certificate of Occupancy on ; and

**WHEREAS**, on September 19, 2011, the owner filed an application to tax exempt the newly constructed commercial office and industrial building, a copy of which application is attached hereto; and

**WHEREAS**, as determined by the assessor on October 1<sup>st</sup> of the year following completion, the owner proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2012: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2013: the second tax year, 39% of actual full taxes, estimated to be \$41,030;

- (c) 2014: the third tax year, 59% of actual full taxes, estimated to be \$62,070;
- (d) 2015: the fourth tax year, 79% of actual full taxes, estimated to be \$83,111; and
- (e) 2016: the fifth tax year, 80% of actual full taxes, estimated to be \$84,166;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$105,204 a year upon completion; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling and commercial space are eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$105,204.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed building with commercial office and industrial space, located in Block 2101, Lot 18, and more commonly known by the street address of 61-69 Amity Street, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$41,030;
  - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$62,070;
  - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$83,111; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$84,166.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and

regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, and receiving the full benefits of, any other tax preferences provided by law.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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 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 provided by law.

D. The City Clerk and 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 that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he  
10/19/11

\_\_\_\_\_  
Ed Toloza, Tax Assessor

APPROVED AS TO LEGAL FORM

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

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

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

10-19-11

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **DEBRAGGA AMITY, LLC/AMERICAN URBAN RENEWAL ASSOCIATES** [Applicant], whose principal place of business is c/o Schumann Hanlon, LLC, 30 Montgomery Street, Jersey City, NJ 07302.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 61-69 Amity Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 2101, Lot 18, on the Tax Assessor's Map, more commonly known by the street address of 61-69 Amity Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about September 19, 2011, the Applicant applied for a five year tax exemption to construct a new Commercial building with 26,274 square feet of commercial office and industrial space on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new Commercial building with 26,274 square feet of commercial office space and warehouse space [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance \_\_\_\_\_ which

authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar year of 2012, no payment in lieu of taxes;
2. For the full calendar year of 2013, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$41,030;
3. For the full calendar year of 2014, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$62,070;
4. For the full calendar year of 2015, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$83,111; and
5. For the full calendar year of 2016, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$84,166.

In the event a City-wide revaluation results in an increase or decrease in the amount of taxes otherwise due, payment shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant agrees to pay the sum of **\$3,500** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily

mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

#### **ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the

termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 2011 to the date of termination.

### **ARTICLE X: PROJECT EMPLOYMENT AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

### **ARTICLE XI: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

DeBragga Amity, LLC /  
American Urban Renewal Associates  
c/o Schumann Hanlon, LLC  
30 Montgomery Street  
Jersey City, NJ 07302

### **ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.



## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF JERSEY CITY [City]** and **DEBRAGGA AMITY, LLC/AMERICAN URBAN RENEWAL ASSOCIATES**, having its principal office at c/o Schumann Hanlon, LLC, 30 Montgomery Street, Jersey City, NJ 07302. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 121-125 Newark Avenue, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and

construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
  - a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the

Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## **II. Purpose:**

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## **III. Good Faith Goals:**

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom

are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### **IV. Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### **V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance 05-003 approving the tax exemption and terminate the earlier of 5 years from the date of the adoption of that Ordinance or 5 years from the date of Substantial Completion of the Project.

#### **VI. Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### **A. Initial Manning Report:**

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning

Report.

- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and

submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.

- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person

responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### **3. Business Contracting**

Good Faith shall mean compliance with all of the following conditions:

1) **Solicitation of Businesses:**

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
  - i) **Semi-Annual Purchasing Reports:** The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
  - ii) **No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:**

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that

are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

**4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

**VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into

satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

#### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a

letter and a Tenant Employment Services Guide in the form attached as Appendix O.

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

#### **X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

DeBragga Amity, LLC /  
American Urban Renewal Associates  
c/o Schumann Hanlon, LLC  
30 Montgomery Street  
Jersey City, NJ 07302

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
121-125 Newark Avenue  
3rd Floor  
Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

#### **XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

#### **XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**John Kelly**  
**Business Administrator**

**WITNESS:**

**DEBRAGGA AMITY, LLC / AMERICAN  
URBAN RENEWAL ASSOCIATES**

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**Secretary**

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**President**



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-131

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 2058, Lots 18 & S, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 631-645A GRAND STREET**

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

**WHEREAS**, the City of Jersey City as an area in need of rehabilitation, is authorized to adopt an ordinance to utilize tax exemptions pursuant to N.J.S.A. 40A:21-1, et seq., the Five (5) Year Exemption and Abatement Law; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060 (Section 304-1 et seq. of the Municipal Code), and as amended by Ordinance 07-146, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed commercial building, is permitted for a period of five (5) years; and

**WHEREAS**, Hajjar Medical Office Building of Jersey City, LLC is the owner of a newly constructed 31,911 square foot commercial office, located in Block 2058, Lots 18 & S, on the City's Tax Map and more commonly known by the street address of 631-645A Grand Street, Jersey City, N.J.; and

**WHEREAS**, the Tax Assessor has certified that Hajjar Medical Office Building of Jersey City, LLC, substantially completed the improvements and received a Certificate of Occupancy on September 25, 2011; and

**WHEREAS**, on August 29, 2011, the owner filed an application to tax exempt the newly constructed commercial office building, a copy of which application is attached hereto; and

**WHEREAS**, as determined by the assessor on October 1<sup>st</sup> of the year following completion, the owner proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2012: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2013: the second tax year, 39% of actual full taxes, estimated to be \$71,902;

02011203

- (c) 2014: the third tax year, 59% of actual full taxes, estimated to be \$108,778;
- (d) 2015: the fourth tax year, 79% of actual full taxes, estimated to be \$145,654; and
- (e) 2016: the fifth tax year, 80% of actual full taxes, estimated to be \$147,497;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$184,374 a year upon completion; and

**WHEREAS**, the applicant has agreed that in the event the Citywide revaluation results in a decrease in the estimated amount of actual taxes otherwise due, then for purposes of calculating a tax payment hereunder and for the five (5) year term of the tax exemption, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes otherwise due; and

**WHEREAS**, the application for tax exemption was complete and timely filed; the application was approved by the Tax Assessor and the newly constructed multiple dwelling and commercial space are eligible for tax exemption pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code; and

**WHEREAS**, upon the expiration of the tax exemption, the total Project will generate a tax payment of approximately \$184,374.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed three (3) story building with 31,911 square feet of commercial space use, located in Block 2058, Lots 18 & S, and more commonly known by the street address of 631-645 Grand Street, Jersey City, N.J., is hereby approved.
2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$71,902;
  - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$108,778;
  - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$145,654; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$147,497.

The applicant has agreed that in the event the Citywide revaluation results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder; during this five (5) year period, the amount due hereunder shall be calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

- (b) The project shall be subject to all federal, state and local laws, and

regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A.40A:21-11(b).

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, and receiving the full benefits of, any other tax preferences provided by law.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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 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 provided by law.

D. The City Clerk and 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 that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he  
10/18/11

\_\_\_\_\_  
Ed Toloza, Tax Assessor

APPROVED AS TO LEGAL FORM

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

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

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

10-18-11

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **HAJJAR MEDICAL OFFICE BUILDING OF JERSEY CITY, LLC**, [Applicant], whose principal place of business is 15-01 Broadway, Fairlawn, NJ 07410.

**WITNESSETH:**

**WHEREAS**, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

**WHEREAS**, the Applicant is owner of certain property located at 631-645A Grand Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 2058, Lots 18 & S on the Tax Assessor's Map, more commonly known by the street address of 631-645A Grand Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about August 29, 2011, the Applicant applied for a five year tax exemption to construct a new Commercial three (3) story building on the Property with 31,911 square feet of commercial office and industrial space [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

**WHEREAS**, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance \_\_\_\_ on \_\_\_\_\_.

**NOW, THEREFORE, IN CONSIDERATION** of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new Commercial three (3) story building with 31,911 square feet of commercial office and industrial space [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance \_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

The Applicant agrees to make payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar year of 2012, no payment in lieu of taxes;
2. For the full calendar year of 2013, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$71,902;
3. For the full calendar year of 2014, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$108,778;
4. For the full calendar year of 2015, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$145,654; and
5. For the full calendar year of 2016 eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$147,497.

In the event a City-wide revaluation results in an increase or decrease in the amount of taxes otherwise due, payment shall be the higher of either the taxes as estimated above or the amount of actual taxes due after the City-wide revaluation.

## **ARTICLE III: APPLICATION FEE**

The Applicant agrees to pay the sum of **\$3,500** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term

of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

The applicant has agreed that in the event the revalue results in a decrease in the amount of actual taxes otherwise due for purposes of calculating a tax payment hereunder and for the five (5) year period, the amount shall be calculated on the higher of the amount estimated hereunder or the actual taxes.

#### **ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID**

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

#### **ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the

Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 2011 to the date of termination.

#### **ARTICLE X: PROJECT EMPLOYMENT AGREEMENT**

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

#### **ARTICLE XI: NOTICES**

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

Hajjar Medical Office Building  
Of Jersey City, LLC  
15-01 Broadway  
Fairlawn, NJ 07410

**And:**

Eugene P. O'Connell, Esq.  
853 Summit Avenue  
Jersey City, New Jersey 07307

#### **ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

**HAJJAR MEDICAL OFFICE BUILDING  
OF JERSEY CITY, LLC**

\_\_\_\_\_

BY: \_\_\_\_\_  
**John Peterson, Member**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**Robert Byrne  
City Clerk**

BY: \_\_\_\_\_  
**John Kelly  
Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2011, between the **CITY OF JERSEY CITY** [City] and **HAJJAR MEDICAL OFFICE BUILDING OF JERSEY CITY, LLC** [Recipient], having its principal office at 15-01 Broadway, Fairlawn, NJ 07410. Recipient agrees as follows:

### **I. Definitions:**

The following words and terms, when used in this agreement, shall have the following meanings unless the context clearly indicates otherwise.

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 121-125 Newark Avenue, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:
  - a) "African-American" means a person having origins in any of the black racial groups of Africa.
  - b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.
  - c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.
  - d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.
10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.
15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.
21. "Substantial Completion" means the determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

## II. Purpose:

The City wishes to assure continuing employment opportunities for City residents, particularly residents who are Minorities, and business opportunities for Local Businesses, especially Minority and Women Owned Local Businesses, with employers located in or relocating to the City who are the Recipients of Economic Incentives. The City has determined to accomplish that goal by requiring the Recipient of an Economic Incentive to act in Good Faith, as defined herein, and discharge its obligations under this Agreement. To the extent mandated by State and Federal law and so long as the Entity discharges its Good Faith obligations under this agreement, the City acknowledges that the Recipient and its contractors are free to hire whomever they choose.

## III. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI 1., A-L (Construction Jobs) and Section VI, 2., A-J (Permanent Jobs). All goals for Construction Jobs shall be calculated as a percentage of the total number of work hours in each trade from the beginning of the project to its completion.

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.

2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of contracts must still be applied to local vendors.

#### IV. **Recipient Designee:**

The Recipient shall designate a principal officer of its firm to be responsible for administering the agreement detailed herein and to report to and confer with the City in order to discharge its Good Faith obligations as defined in this agreement. This officer should be designated as the Project Employment & Contracting Officer.

The Recipient should send a letter of introduction regarding the "Project Employment & Contracting Compliance Officer" to the Project Employment & Contracting Coordinator prior to any preconstruction meetings. An example of this letter can be found in Appendix A. This principle officer should also be present for all preconstruction meetings.

The Recipient should send a letter regarding the "Project Employment & Contracting Compliance Officer" to the employees of the Recipient's company. An example of this letter can be found in Appendix AZ

#### V. **Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

#### VI. **Good Faith Defined:**

1. **Construction Jobs:** Good Faith shall mean compliance with all of the following conditions:

##### A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Acting Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

Prior to commencement of their work on the Project, each Contractor or Subcontractor must agree in writing to comply with this agreement and the employment goals elaborated herein. An example of this Compliance Statement can be found in Appendix E.

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

The developer shall require that each prime contractor be responsible for the compliance of his/her subcontractors with the aforementioned Project Employment & Contracting requirements during the performance of the contract. Whenever the contractor sub-contracts a portion of the work on the project, the contractor shall bind the subcontractor to the obligations contained in these supplemental conditions to the full extent as if he/she were the contractor.

F. Union Apprentices

The contractor is responsible for assuring that resident and minority apprentices account for at least fifty (50%) percent of the total hours worked by union apprentices on the job in each trade listed in which apprentices are employed, according to the apprentice-to-journey-worker ratio contained in the collective bargaining agreement between the various unions, and shall hold each of his/her subcontractors to this requirement. The Recipient will require the contractor or subcontractor to promptly notify the City of any refusal of a union to utilize resident and minority apprentices.

G. Monthly Manning Report

- i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.
- ii) The report will accurately reflect the total work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. The Monthly Manning Report shall be in the form attached hereto as Appendix G.
- iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

Prior to commencement of work on the Project, the Recipient will request copies of the most recent Local Union Report (EEO-3) and Apprenticeship Information Report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the collective bargaining unit. These reports will be forwarded to the Project Employment & Contracting Monitor within one month of the signing of the Project Employment & Contracting Agreement.

J. Other Reports

In addition to the above reports, the Recipient shall furnish such reports or other documents to the City as the City may request from time to time in order to carry out the purposes of this agreement.

K. Records Access

The Recipient will insure that the City will have reasonable access to all records and files reasonably necessary to confirm the accuracy of the information provided in the reports.

L. Work Site Access For Monitor

- i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.
- ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

2. **Permanent Jobs:** Good Faith shall mean compliance with all of the following conditions:

A. Pre-hiring Job Awareness: At least eight (8) months prior to the hiring of a Recipient's permanent workforce, the Project Employment & Contracting officer for the Recipient will sit down with the head of the Registry to discuss how the Recipient plans to hire its permanent workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

1. Subcontractor Notification -- If the Recipient decides to subcontract any portion or all of its permanent workforce, then the Recipient must receive a signed acknowledgment from the subcontracting party that it will abide by the Project Employment & Contracting Agreement before said subcontractor begins staffing permanent employees. The Recipient must forward a copy of the signed acknowledgment to the Project Employment & Contracting Monitor. An example of this signed acknowledgment can be found in Appendix E.

2. Subcontractor Pre-Hiring Job Awareness Meeting -- Each subcontractor hired to staff permanent job positions must appoint a Project Employment & Contracting Officer to meet with the head of the Registry to discuss the same issues presented above in VI 2.A(I-vi).

3. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors above in Section VI 2.A.

B. Documentation of Hiring Plan--Once the Pre-Hiring Job Awareness Meeting has taken place, the Recipient must put together a document with goals and totals for future permanent employment needs. This plan should summarize all that was discussed in the Pre-Hiring Awareness Meeting, list estimates for manpower needs, set residential and minority employment goals commensurate with the Project Employment & Contracting Agreement, and show how the Recipient plans to meet these goals. An example of this plan is found in Appendix J.

C. Pre-Hiring Notification: At least ten (10) working days prior to advertising for any employees, the Recipient or the Recipient's subcontractor shall provide the Registry with a written notice, which shall state the job title, job description and minimum qualifications, rate of pay, hours of work and the hiring date for each position to be filled, in qualitative and objective terms which will enable the Registry to refer qualified applicants to the Recipient.

D. Advertisement: At the request of the City, or because the City does not have qualified applicants to refer to the Recipient, the Recipient will place an advertisement for the jobs in a newspaper which is regularly published in Jersey City. The Recipient must furnish the Project Employment & Contracting Coordinator in DEO under the Department of Administration with a copy of this advertisement.

E. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it from the Registry, to be maintained by the City or its designee. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

G. Record Access: The Recipient shall provide the City with reasonable access to all files and records including payroll and personnel information reasonably necessary to confirm the accuracy of the information set forth in the semi-annual reports.

H. Work Place Access: The Recipient shall provide the City with reasonable access to the site to physically monitor the work site to verify the accuracy of the information set forth in the semi-annual reports.

I. Other Reports, Documents: In addition to the above reports, the Recipient shall furnish such reports or other documents that the City may request from time to time in order to implement the purposes of this agreement.

J. Incorporation of Agreement: The Recipient shall incorporate the provisions of this Agreement in all contracts, agreements and purchase orders for labor with any service, maintenance, security or management agent or Contractor engaged by the Recipient whose personnel will be assigned to the Recipient project.

### 3. Business Contracting

Good Faith shall mean compliance with all of the following conditions:

1) Solicitation of Businesses:

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.

i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

**4. Summation of Documentation Needed For Compliance with Agreement**

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

**VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Damages:**

While reserving any other remedies the City may have at law or equity for a material breach of the above terms and conditions, the parties agree that damages for violations of this agreement by the Recipient cannot be calculated within any reasonable degree of mathematical certainty. Therefore, the parties agree that upon the occurrence of a material breach of any of the above terms and conditions and after notice and expiration of any period to correct the violation, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

#### **IX. Commercial Tenants at the Project Site:**

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.
3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.
4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

**X. Notices**

Any notice required hereunder to be sent by either party to the other, shall be sent by certified mail, return receipt requested, addressed as follows:

1. When sent by the City to the Recipient it shall be addressed to:

Hajjar Medical Office Building  
 Of Jersey City, LLC  
 15-01 Broadway  
 Fairlawn, NJ 07410

and

Eugene P. O'Connell, Esq.  
 853 Summit Avenue  
 Jersey City, New Jersey 07307

2. When sent by the Recipient to the City, it shall be addressed to:

Project Employment & Contracting Monitor  
 Department of Administration  
 Division of Economic Opportunity  
 121-125 Newark Avenue  
 3rd Floor  
 Jersey City, New Jersey 07302

with separate copies to the Mayor and the Business Administrator; unless prior to giving of such notice, the City or the Recipient shall have notified the other in writing.

**XI. Adoption, Approval, Modification:**

This agreement shall take effect on the date that the Economic Incentive is approved by the Municipal Council.

**XII. Controlling Regulations and Laws:**

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**John Kelly**  
**Business Administrator**

**WITNESS:**

**HAJJAR MEDICAL OFFICE BUILDING**  
**OF JERSEY CITY, LLC**

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**John Peterson, Member**

City Clerk File No. Ord. 11-132

Agenda No. 3.6 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 11-132

TITLE:

## AN ORDINANCE DEDICATING THAT THE INTERSECTION OF ST PAUL'S AVENUE AND HURON AVENUE ALSO BE KNOWN AS **ROBERT G. SACKS WAY**

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Robert G. Sacks was born and raised in Jersey City, New Jersey. He honorably served his country during World War II as a Lieutenant in the US Army. After World War II, Robert joined his father, George Sacks, Sr., in the family real estate business (est. in 1924) and succeeded his father as President of Sacks Realty Co. in the mid 1950's; and

**WHEREAS**, Robert G. Sacks built a full service real estate organization that sold tens of thousands of homes, land development sites, investment and industrial properties. During the late 1960's and 1970's, Sacks Realty was one of the oldest and largest full-service residential and commercial real estate organizations in New Jersey, employing more than 70 people. In addition, Sacks constructed hundreds of homes and multiple dwelling buildings throughout Jersey City, Bayonne, Union City, Ridgewood, Bloomfield and Montclair, N.J., as well as several hundred garden apartment units in Enfield, Connecticut; and

**WHEREAS**, in the early 1980's, the Sacks organization acquired their first apartment complex for condominium conversion in Fort Lee, N.J., successfully selling all 37 units in record time. In the late 1980's, the Sacks organization purchased the St. John's Apartments comprising 829 units in three high-rise apartment buildings located three blocks from Journal Square in Jersey City. Sacks successfully converted these apartment buildings to condominiums in the second largest condo conversion in the State of New Jersey; and

**WHEREAS**, Sacks Realty Co. is headquartered in Jersey City and currently maintains offices in one of the highrise buildings. His son, George Sacks, II, succeeds his father as President of the company; and

**WHEREAS**, Robert G. Sacks departed this life on July 24, 2010. He is survived by his son; George Sacks, daughter-in-law; Mary M. Sacks, his daughter; Catherine Sacks, four grandchildren; Christopher Sacks, Mary Grace Sacks, Julia Mannarino, and Catherine Mannarino, five sisters; Evelyn Fisher, Ethel Holt, Lillian Parseghian, Florence Taylor, brother-in-law; Edward Taylor and Carol Gall and brother-in-law; Robert Gall, eleven nieces and nephews, and his long term friend; Alice Chirichella, Vice President of Sacks Realty.

**NOW, THEREFORE BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and proper to honor Robert G. Sacks by dedicating that the intersection of St Paul's Avenue and Huron Avenue also be known as Robert G. Sacks Way.

- 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 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 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 accidental repealers of existing provisions.

C:\WPDOC\TOLONIA\RESOS\RENAME\Robert G. Sacks Way.wp

APPROVED AS TO LEGAL FORM

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

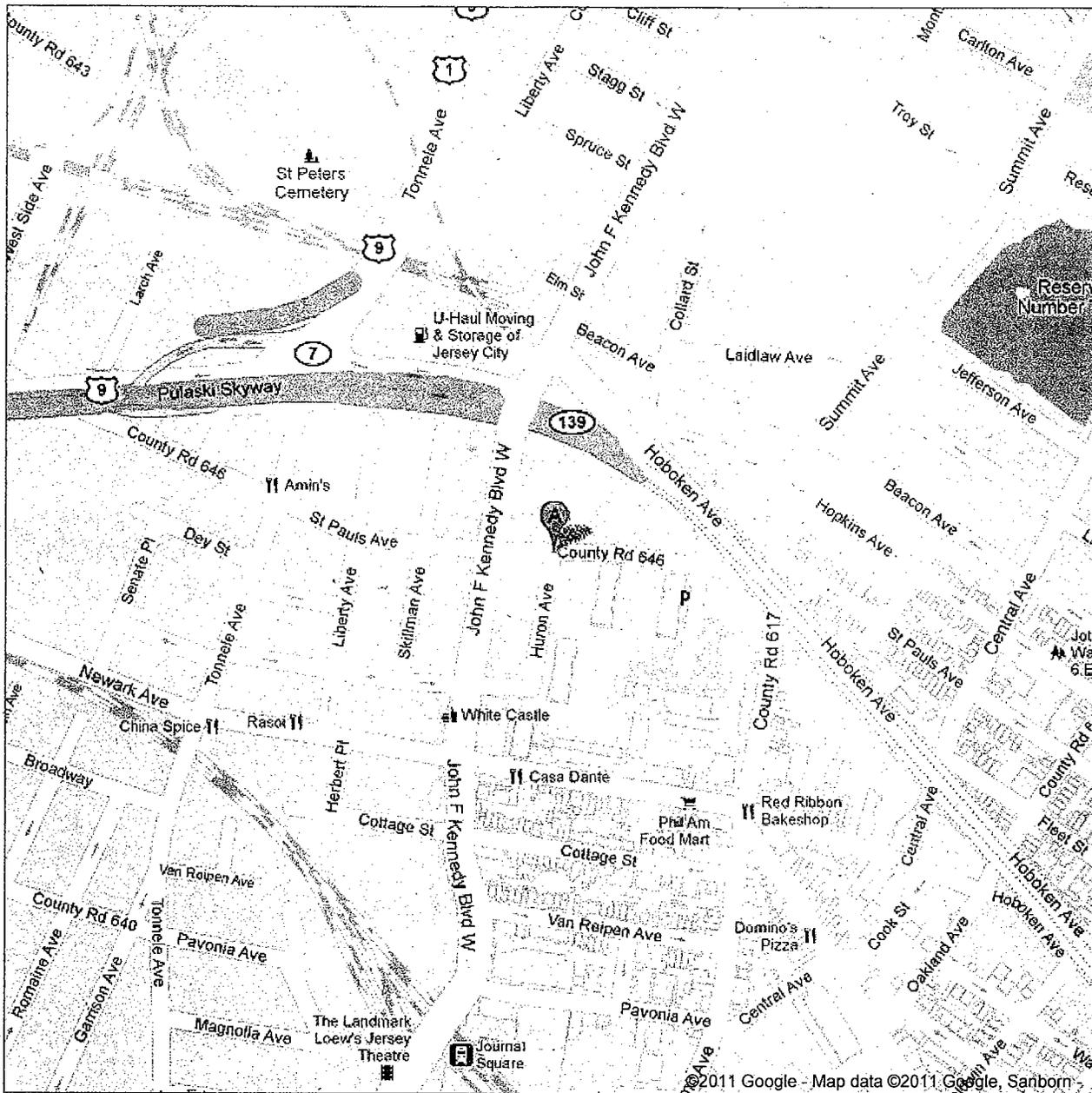
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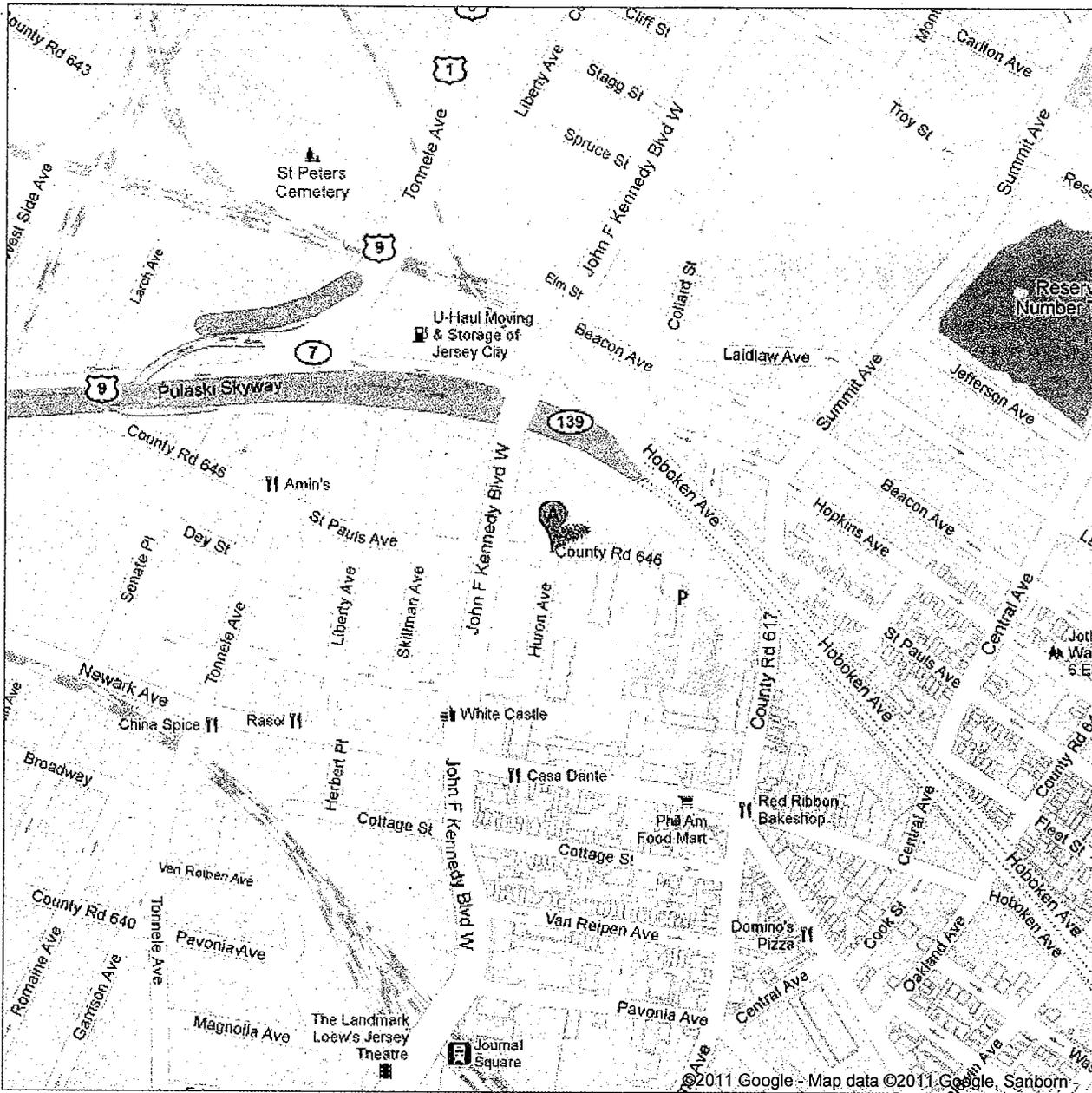
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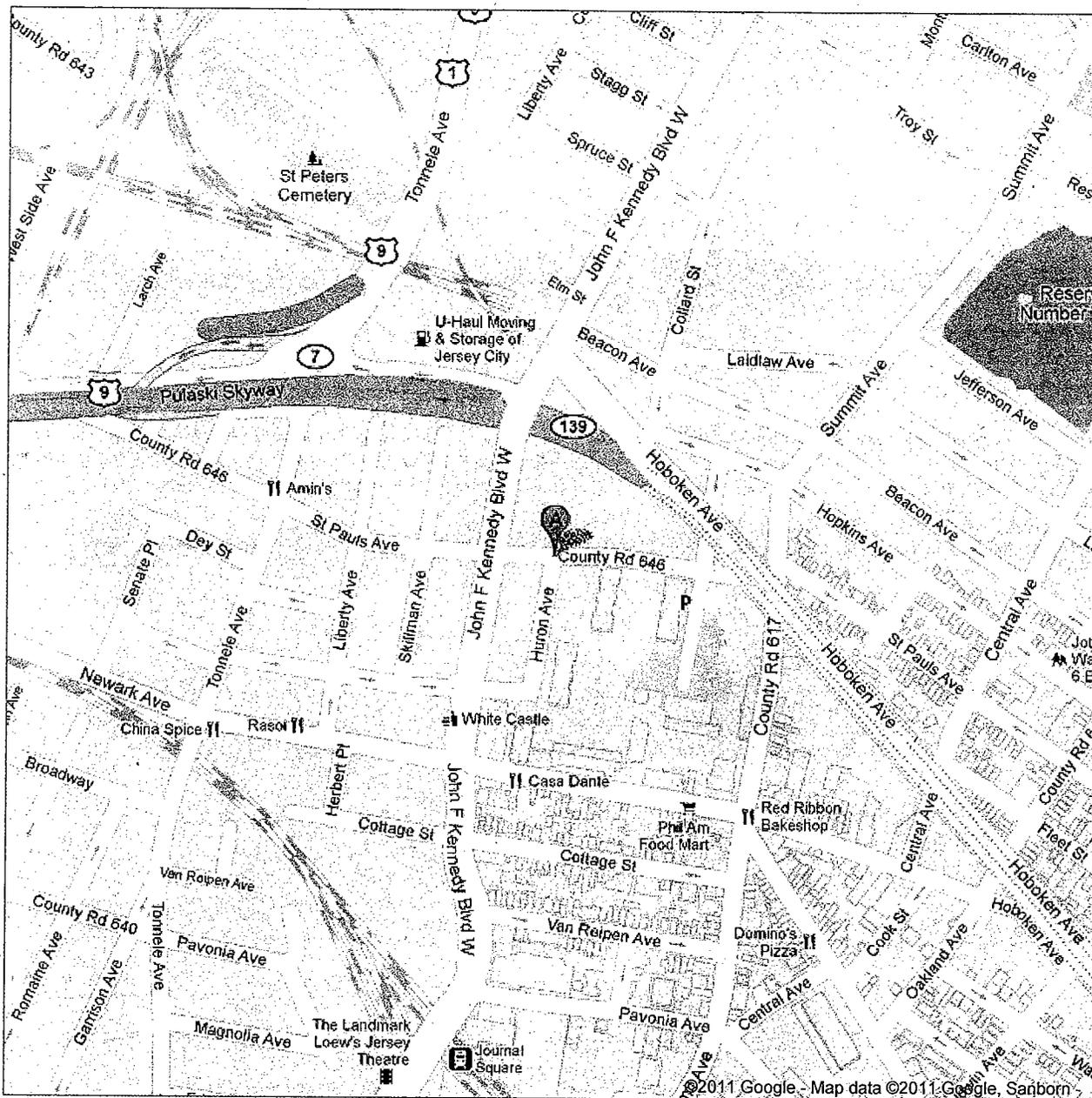
Business Administrator

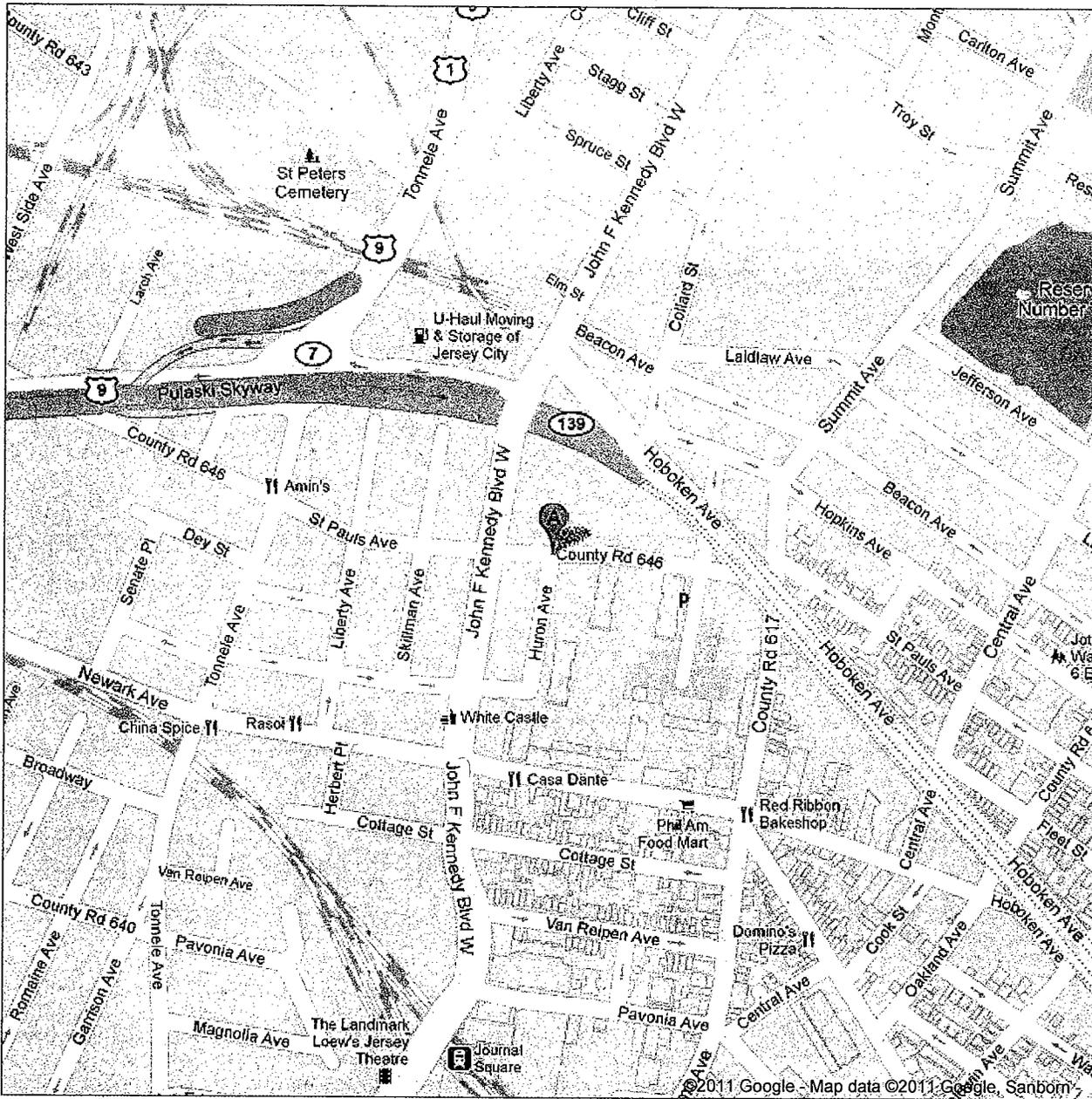
Certification Required

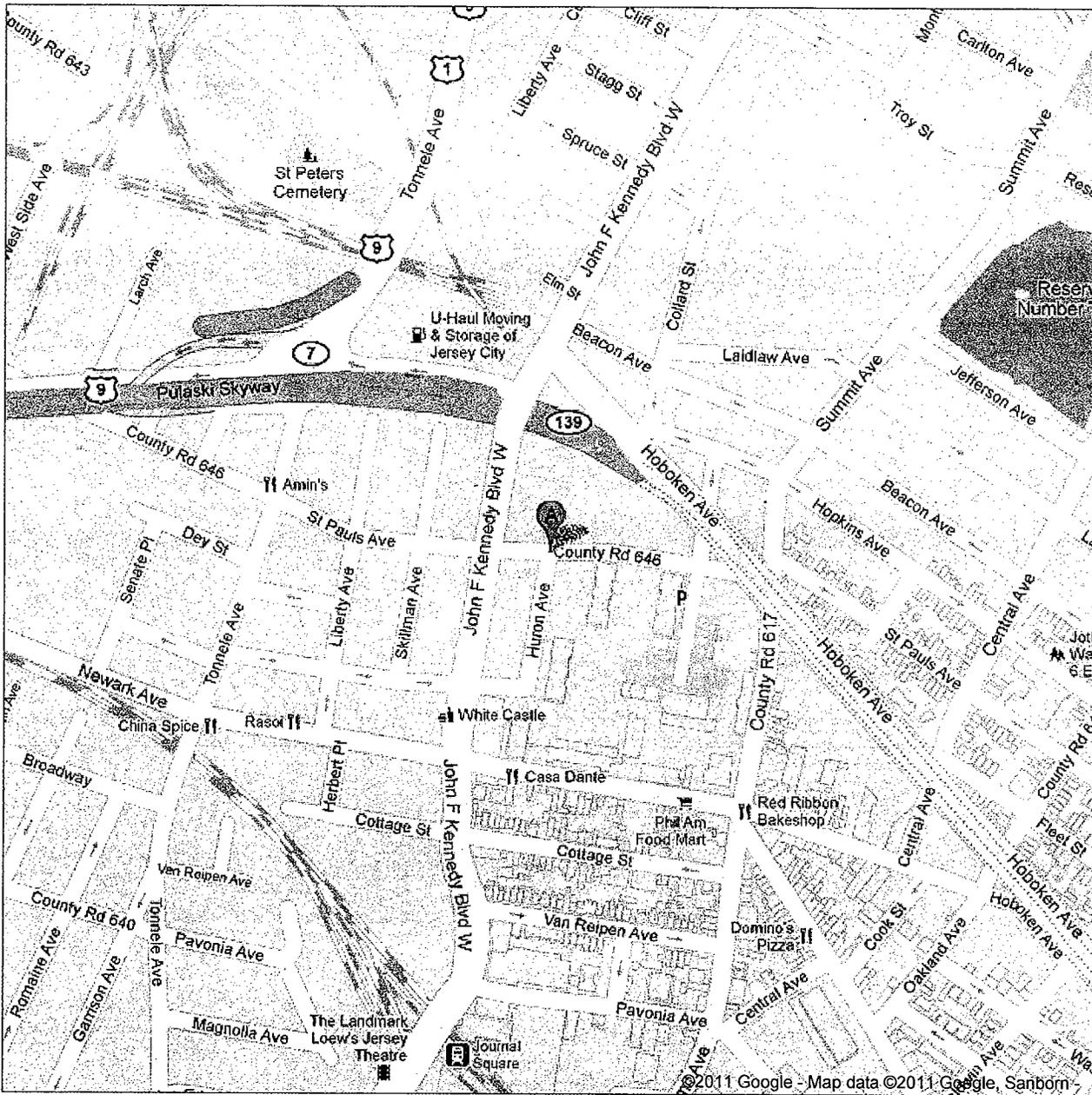
Not Required

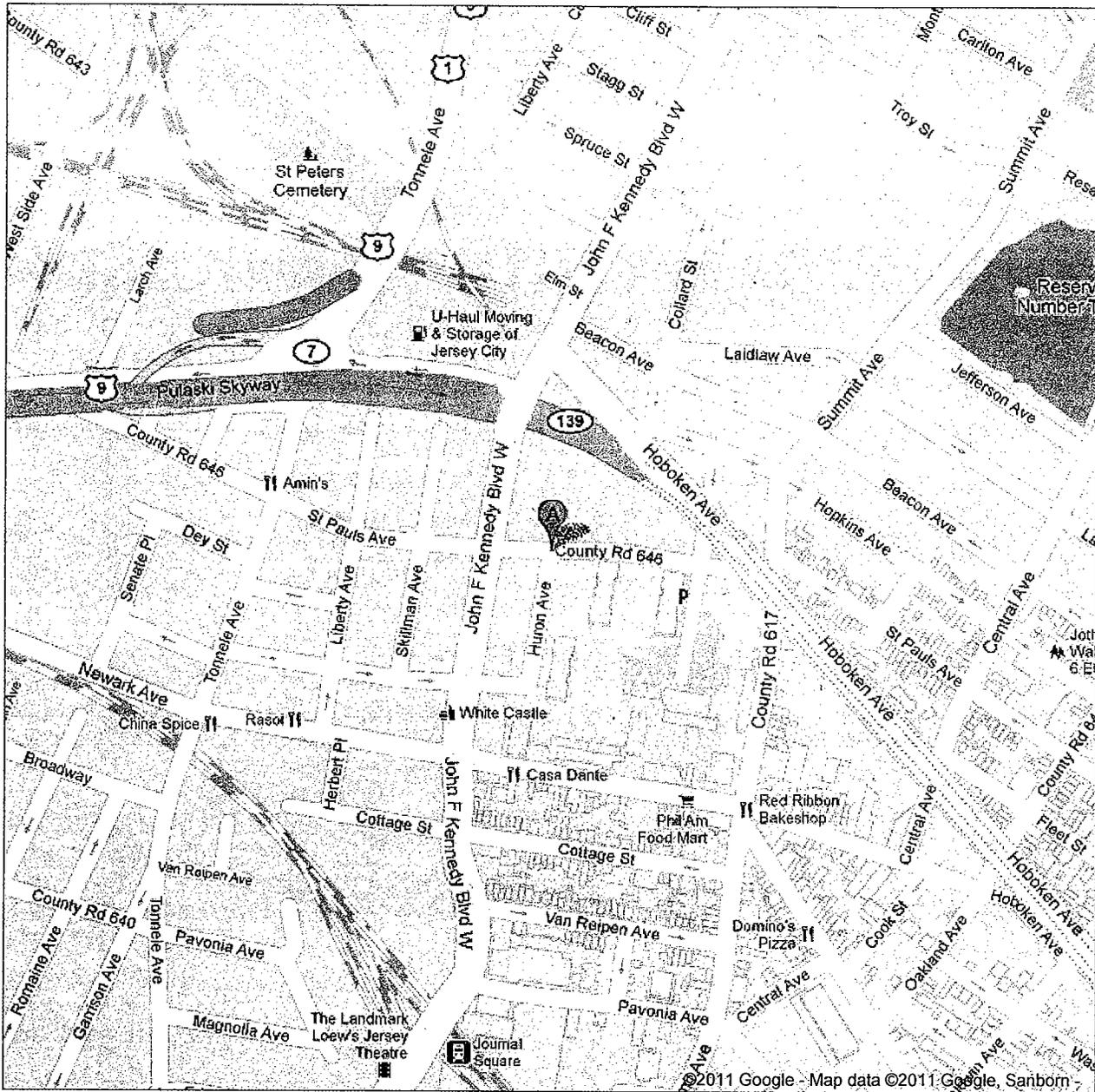


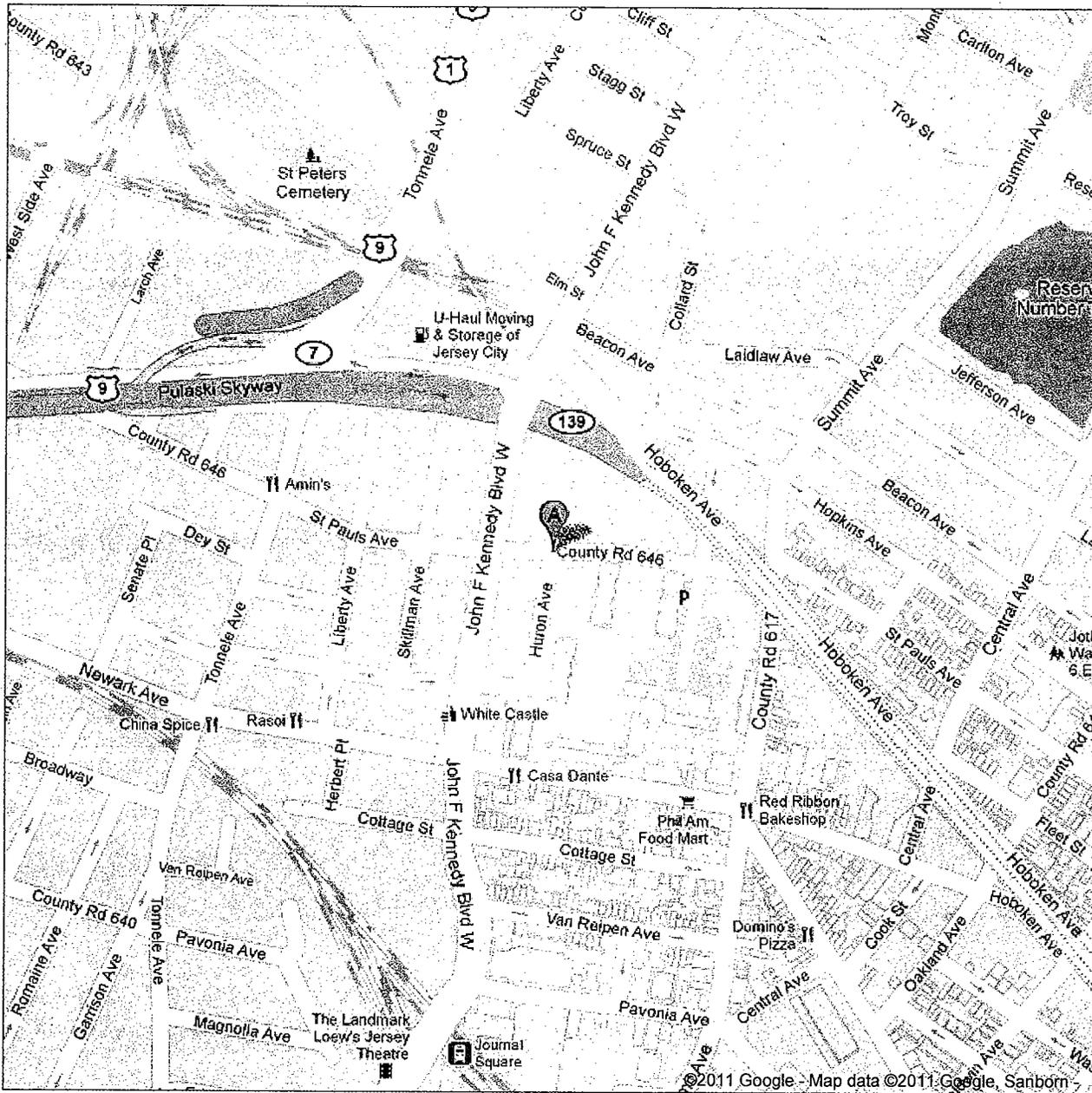


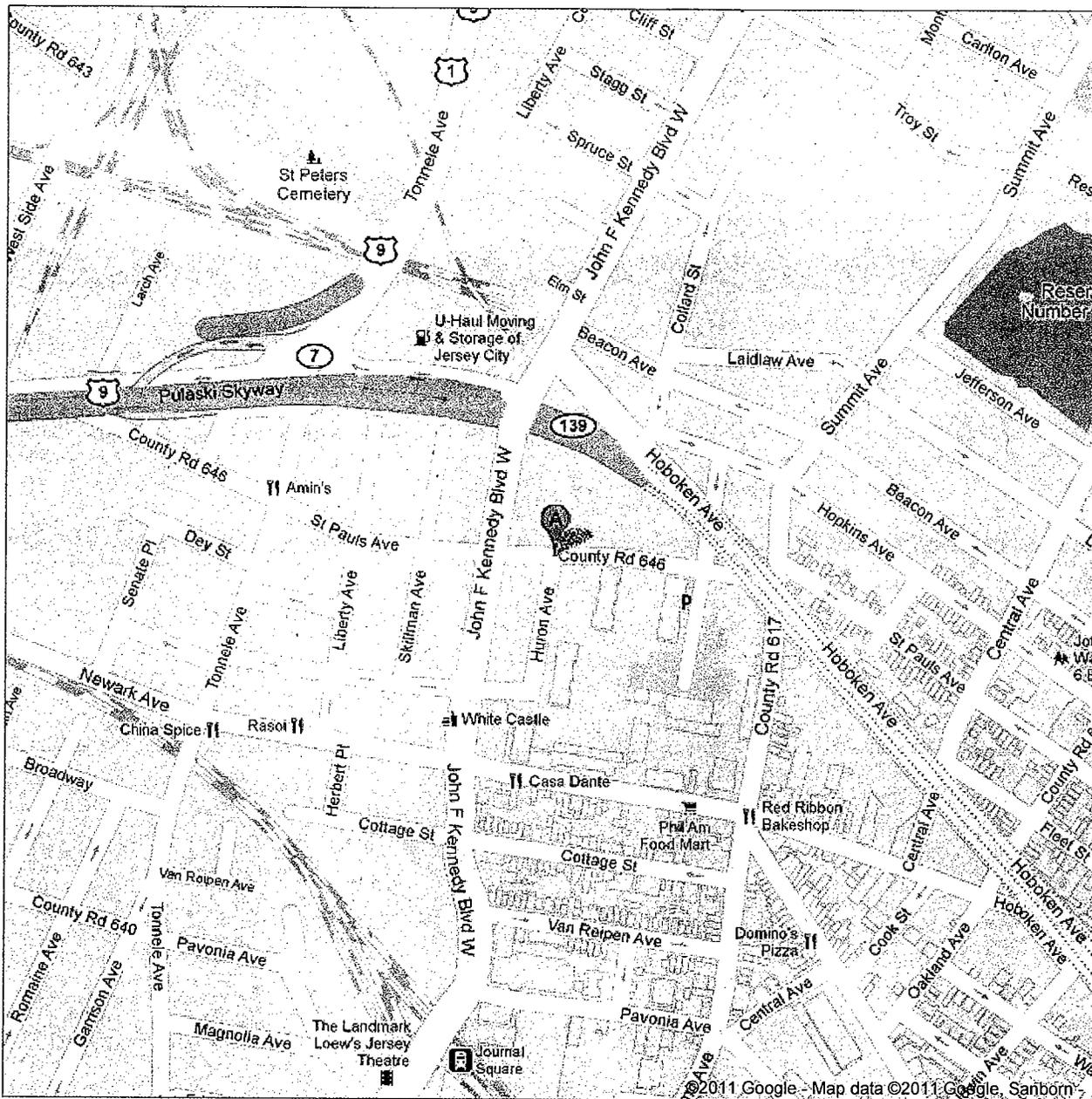


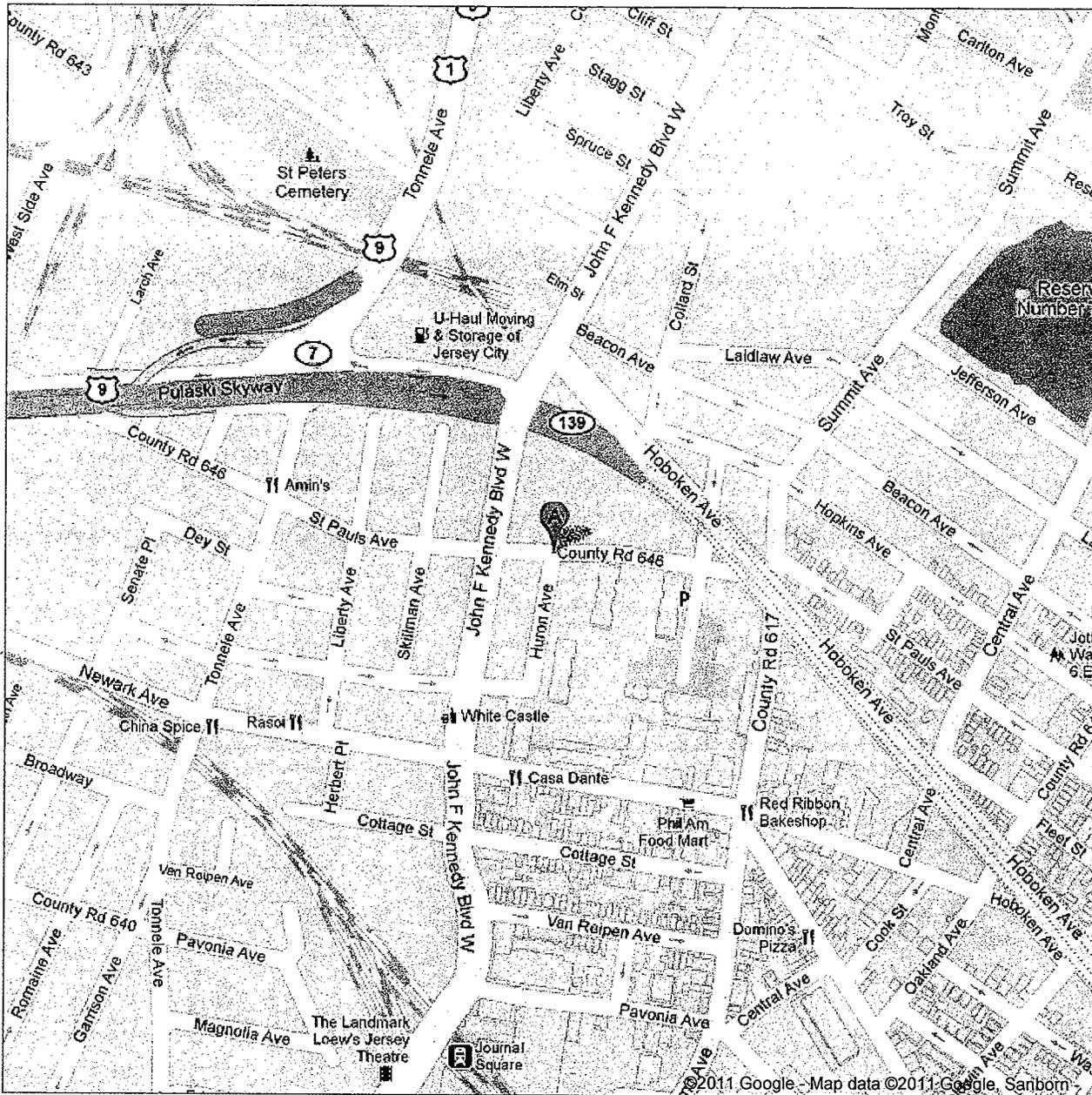


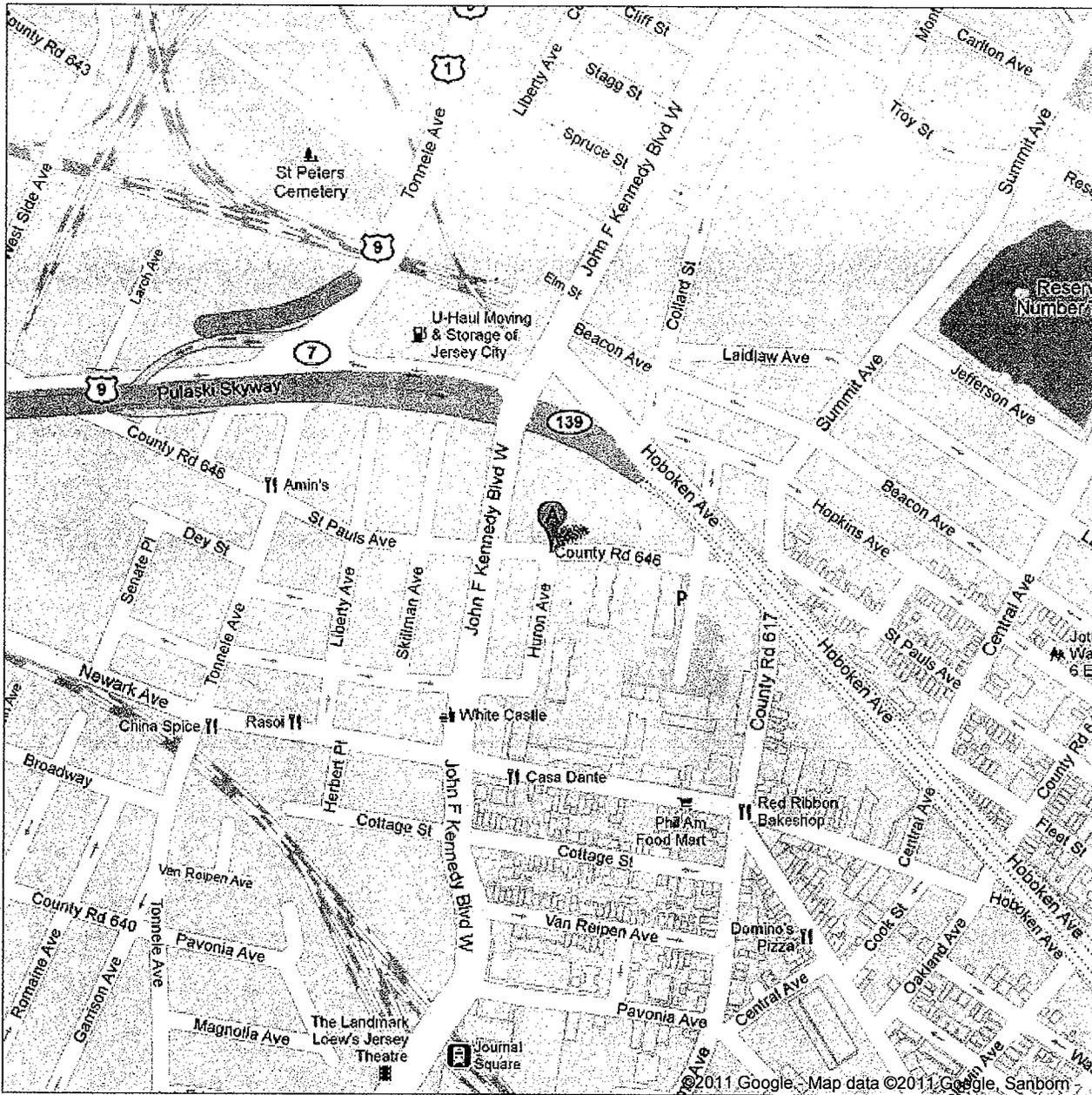














# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-133

TITLE:

## AN ORDINANCE DEDICATING THAT THE INTERSECTION OF SUMMIT AVENUE AND LAIDLAW AVENUE ALSO BE KNOWN AS **MICHAEL MALLOY JR. WAY**

Council as a whole, offered and moved adoption of the following resolution:

**WHEREAS**, Michael Malloy Jr. was born on August 4, 1946 in Jersey City, New Jersey. His parents Michael Sr. and Marie Malloy, descendants from Cork County, Ireland were proud of their heritage; and

**WHEREAS**, Michael Malloy Jr. is a Vietnam veteran. He served as team chief of 14 men at the young age of 19. Michael was the first soldier from the Jersey City Heights to come home alive from Vietnam; and

**WHEREAS**, Michael Malloy Jr. began his employment at Laidlaw Auto Repair in 1967 and seven years later, purchased the business. He has serviced the community for more than 44 years and has maintained more than three generations of customers, as well as a permanent staff for more than 40 years; and

**WHEREAS**, Michael Malloy Jr. was appointed by Mayor Jerramiah Healy to serve as Commissioner of the Jersey City Parking Authority and Jersey City Incinerator Authority. For more than four decades, he has serviced our community by means of repair of police, fire, municipal, Salvation Army, school, and county vehicles; and

**WHEREAS**, Michael Malloy Jr. has sponsored classes for the City of Jersey City and the State of New Jersey, teaching automotive technicians at his business location. He still maintains a full work week while participating in many community events and donating his time to charitable organizations such as the Jersey City Department of Recreation, the Irish Parade Committee and the Christ Hospital Foundation. He also coordinates an annual Monmouth Park Racetrack Day, free of charge, to show appreciation to his loyal customers and friends; and

**WHEREAS**, Michael Malloy Jr.'s 93-year young mother, resides at Grandview Towers on Kennedy Boulevard and has a window looking to the east that proudly displays the "Laidlaw Auto Repair" sign painted on the rear of his repair shop. She's thankful that she gets to appreciate her son's life every day!

**NOW, THEREFORE, BE IT RESOLVED**, that the Municipal Council of the City of Jersey City deems it fitting and proper to honor Michael Malloy Jr. by dedicating that Summit Avenue and Laidlaw Avenue also be known as Michael Malloy, Jr. Way.

- 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 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 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 accidental repealers of existing provisions.

G:\WPDOCS\YOLONDA\RESOS\RENAME\Michael Malloy, Jr

APPROVED AS TO LEGAL FORM

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

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

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

## Tolonda Griffin-Ross

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**From:** Nidia Lopez  
**Sent:** Thursday, September 29, 2011 1:51 PM  
**To:** Tolonda Griffin-Ross  
**Subject:** Resolutions for next meeting

Hi Tolonda,

I spoke with Kevin and Director Hadley, the following was agreed on. Can we get this ready for the next council meeting. Please let me know so I can call the families. Thanks!

Nid ☺

1. ROBERT SACKS – you have the bio – St Paul’s and Huron Street also known as “Robert Sacks Way”
2. SUMMIT AND LAIDLAW AVE, also known as = “Michael Malloy’s Way”

Michael Malloy Jr. was born on August 4<sup>th</sup>, 1946 in Jersey City, New Jersey, descendent of Michael Sr. and Marie Malloy, whose parents came from Cork County, Ireland.

As a Vietnam veteran who served as team chief of 14 men at the young age of 19, he was the first soldier from the Jersey City Heights to come home alive from Vietnam. He went to work for Laidlaw Auto Repair in 1967 and after working there for 7 years, decided to buy the business. He has serviced the community for over 44 years and has maintained over 3 generations of customers, as well as a permanent staff for over 40 years.

Michael has been commissioner of the JCPA and JCIA, appointed by Mayor Healy, and has sponsored classes for both the city of Jersey City and the state of New Jersey, teaching automotive technicians at his business location.

For over 4 decades he has serviced our community by means of repair of police, fire, municipal, Salvation Army, school, and county vehicles, as well as personal vehicles.

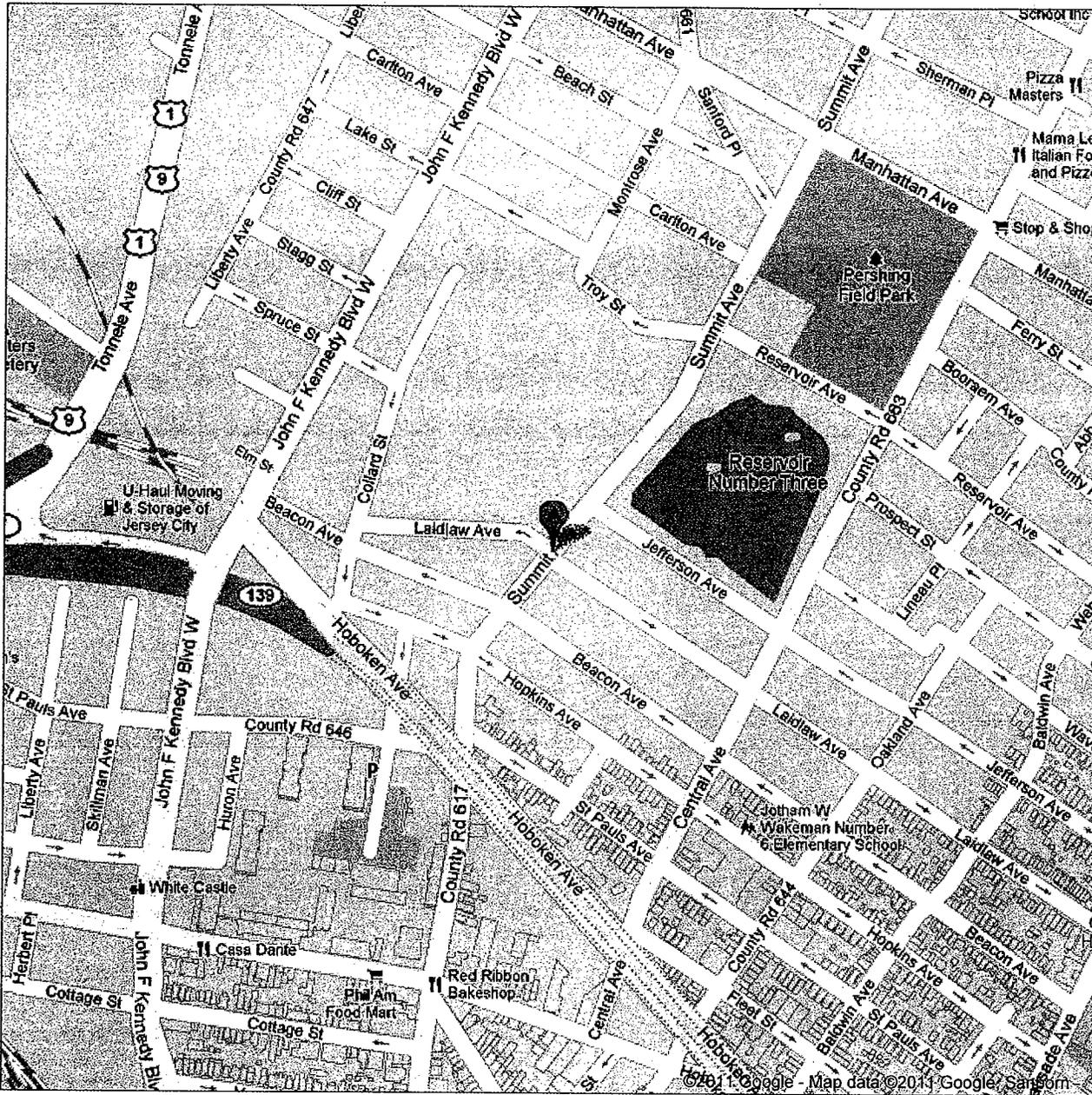
He still maintains a full work week and sponsors such community arenas as the Jersey City Department of Recreation, The Irish Parade Committee, and the Christ Hospital Foundation. He also runs an annual Monmouth Park Racetrack Day- free of charge- to show appreciation to his loyal customers and friends.

Michael’s 93 year young mother resides at Grandview towers on Kennedy Boulevard and has a window looking to the east that proudly displays the “Laidlaw Auto Repair” sign painted on the rear of his repair shop. She’s thankful that she gets to appreciate her son’s life every day!

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City Clerk File No. Ord. 11-134

Agenda No. 3.1 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 11-134

TITLE:

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A FORTY-THREE (43) MONTH LEASE AGREEMENT WITH CENTRAL PARKING SYSTEM OF NEW JERSEY, INC. FOR PARKING SPACES LOCATED AT 2 JOURNAL SQUARE**

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

**WHEREAS**, the City of Jersey City (City) requires a parking facility for employees who work at 1 Journal Square Plaza, Jersey City; and

**WHEREAS**, Central Parking System of New Jersey, Inc. (Central Parking) operates an indoor parking facility at 2 Journal Square a/k/a 2940 Kennedy Boulevard (Facility); and

**WHEREAS**, Central Parking agrees to lease to the City a total of fifty-four (54) nonreserved parking spaces at the Facility; and

**WHEREAS**, the monthly rent shall be as follows:

November 1, 2011 to October 31, 2012; \$100.00 per space per month or \$5,400 monthly;  
November 1, 2012 to October 31, 2013; \$110.00 per space per month or \$5,940 monthly;  
November 1, 2013 to October 31, 2014; \$120.00 per space per month or \$6,480 monthly;  
November 1, 2014 to May 31, 2015; \$125.00 per space per month or \$6,750 monthly; and

**WHEREAS**, the lease term will be forty-three (43) months effective as of November 1, 2011 and ending on May 31, 2015; and

**WHEREAS**, either party shall have the right to terminate the Lease Agreement without cause by providing ninety (90) days' notice to the other party; and

**WHEREAS**, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance acquire property by lease; and

**WHEREAS**, funds are available in Account No. 01-201-31-432-304.

**NOW, THEREFORE BE IT ORDAINED**, by the Municipality of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with Central Parking System of New Jersey, Inc. for fifty-four (54) non-reserved parking spaces at the parking facility located at 2 Journal Square a/k/a 2940 Kennedy Boulevard, Jersey City;
2. The term of the lease shall be effective as of November 1, 2011 and shall end on May 31, 2015;
3. The rent for the parking spaces shall be as follows:

November 1, 2011 to October 31, 2012; \$100.00 per space per month, or \$5,400 monthly  
November 1, 2012 to October 31, 2013; \$110.00 per space per month, or \$5,940 monthly  
November 1, 2013 to October 31, 2014; \$120.00 per space per month, or \$6,480 monthly  
November 1, 2014 to May 31, 2015; \$125.00 per space per month, or \$6,750 monthly; and

- 4. Funding in the amount of \$10,800 is available in Account No. 01-201-31-432-304. The balance of the lease funds shall be made available in the 2012 Fiscal Year Budget and in subsequent Fiscal Year Budgets.
  - 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 shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. 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 that there is 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 indicated by **boldface** and repealed matter by italic.

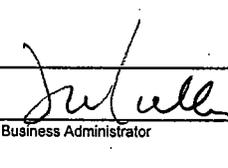
I, \_\_\_\_\_, Donna Mauer, as Chief Fiscal Officer, hereby certify that funds in the amount of \$10,800 are available for this expenditure in Account No. 01-201-31-432-304.

RR/cw  
10/18/11

APPROVED AS TO LEGAL FORM

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

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

APPROVED:   
Business Administrator

Certification Required

Not Required

**LEASE AGREEMENT FOR PARKING SPACES LOCATED AT 2 JOURNAL SQUARE A/K/A 2940 KENNEDY BOULEVARD**

This Lease Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between Central Parking System of New Jersey, Inc. (Landlord) located at 2 Journal Square a/k/a 2940 Kennedy Boulevard and the City of Jersey City (City), having its principal place of business at City Hall, 280 Grove Street, Jersey City, NJ 07302.

Whereas, the City requires parking facilities for employees whose offices are at One Journal Square Plaza, Jersey City; and

Whereas, the Landlord operates an indoor parking lot facility at 2 Journal Square a/k/a 2940 Kennedy Boulevard (Facility); and

Whereas, the Landlord agrees to lease to the City a total of fifty-four (54) nonreserved parking spaces at the Facility;

Whereas, the City and the Landlord desire to enter into this agreement for the leasing of parking spaces effective as of November 1, 2011.

Now, Therefore, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**ARTICLE I**  
**Premises**

The Landlord does hereby lease to the City and the City does hereby rent from the Landlord the following described premises: A total of fifty-four (54) nonreserved parking spaces at the Facility located at 2 Journal Square a/k/a 2940 Kennedy Boulevard. During the lease term, the City shall have the right to reduce or increase the number of parking spaces that it leases by as many as ten (10) parking spaces.

**ARTICLE II**  
**Term**

For a term of forty-three (43) months effective as of November 1, 2011 and ending on May 31, 2015.

ARTICLE III

Use

Under the terms of this lease, the City shall have the right to use and occupy fifty-four (54) nonreserved parking spaces located at the Landlord's Facility.

ARTICLE IV

Payment of Rent

The City covenants and agrees to pay the Landlord as monthly rent for and during the term hereof the following sums:

November 1, 2011 to October 31, 2012: One Hundred Dollars per space per month

November 1, 2012 to October 31, 2013: One Hundred Ten Dollars per space per month

November 1, 2013 to October 31, 2014: One Hundred Twenty Dollars per space per month

November 1, 2014 to May 31, 2015: One Hundred Twenty-Five Dollars per space per month.

In the event that the City exercises its right to decrease or increase the number of parking spaces, the monthly rent shall be reduced/increased accordingly.

ARTICLE V

Assignment Sub-Lease

The City shall not, without the prior written consent of the Landlord, assign, mortgagor hypothecate this Lease, nor sublet or sublease the premises or any part thereof.

ARTICLE VI

Termination

The term of this lease is for forty-three (43) months. Either party shall have the right at its convenience to terminate the lease at any time during its term by giving the other party ninety (90) days' notice prior to the effective date of termination.

ARTICLE VII

Validity of Lease

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unen-

forceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII  
Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

ARTICLE IX  
Entire Contract

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 the City.

ARTICLE X

This Lease may not be filed by the City without the prior written consent of the Landlord.

The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

## ARTICLE XI

1. Landlord shall purchase and maintain the following insurance during the term of this Lease..

A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Landlord with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its employees, its agents, and servants shall be named as additional insured.

B. Automobile Liability Coverage: covering as insured Landlord with not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) combined single limit for Bodily Injury and Property Damage Liability, including non-owned Automobile Liability Coverage.

C. Workmen's Compensation Insurance: benefit securing compensation for the benefit of the employees of Landlord in the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000) (Statutory).

D. Garage Liability Coverage: covering as insured Landlord with no less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its employees, its agents, and servants shall be named as additional insureds.

E. Garage Keepers Liability Coverage: covering as insured Landlord with not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit for Bodily Injury and Property Damage Liability. The City of Jersey City, its employees, its agents, and servants shall be named as additional insureds.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

\_\_\_\_\_

\_\_\_\_\_

ROBERT BYRNE  
City Clerk

JOHN KELLY  
Business Administrator

WITNESS:

CENTRAL PARKING SYSTEM OF  
NEW JERSEY

\_\_\_\_\_

By: \_\_\_\_\_

RR  
10-18-11

CITY OF JERSEY CITY

Requisition #

0155993

Assigned PO #

Requisition

Vendor

Dept. Bill To

REAL ESTATE  
280 GROVE STREET  
JERSEY CITY NJ 07302

Dept. Ship To

280 GROVE STREET  
JERSEY CITY NJ 07302

Contact Info

PEGGY RAUSCH X5234  
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	AS FOLLOWS	01-201-31-432-304	10,900.00	10,900.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY PURPOSES ONLY TO ESTABLISH FUNDING FOR PARKING SPACES FOR CITY EMPLOYEES AT ONE JOURNAL SQUARE.  
 NAME OF CONTRACT: CENTRAL PARKING SYSTEMS OF NEW JERSEY, INC.  
 LOCATED AT: 2 JOURNAL SQUARE  
 A/K/A 2940 KENNEDY BLVD., JERSEY CITY, N.J.  
 DATE OF CONTRACT: \$64,800.00  
 ENCUMBRANCY: \$10,900.00  
 TO COVER FROM 11/1/11 THRU 12/31/11  
 PAYMENTS WILL BE MADE FROM TIME TO TIME ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 10,900.00

Req. Date: 10/18/2011

Requested By: PEGGYR

Approved By: \_\_\_\_\_

Buyer Id:

**This Is Not A Purchase Order**

City Clerk File No. Ord. 11-135

Agenda No. 3.J 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 11-135

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF  
JERSEY CITY ADOPTING THE BRIGHT AND VARICK  
REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, by Resolution 10-213, adopted April 14, 2010, authorized the Jersey City Planning Board to conduct a preliminary investigation and hold a Public Hearing to determine if the area known as the Bright and Varick Study Area met the criteria necessary to be declared an "Area in Need of Redevelopment or Rehabilitation"; and

**WHEREAS**, the Municipal Council, upon the recommendation of the Jersey City Planning Board did declare, by Resolution, the Bright and Varick Study Area to be "an area in need of redevelopment"; and

**WHEREAS**, pursuant to *NJSA 40A:12A-4.a(3)*, the governing body is empowered to adopt a redevelopment plan to regulate development within an area declared in need of redevelopment; and

**WHEREAS**, the Planning Board of Jersey City, at a public hearing on September 13, 2011, reviewed and the proposed Bright and Varick Redevelopment Plan and voted favorably to recommend that the Municipal Council adopt the proposed Bright and Varick Redevelopment Plan; and

**WHEREAS**, the proposed Bright and Varick Redevelopment Plan, attached hereto and made a part hereof is available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the above referenced Bright and Varick Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

**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 Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson 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 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. 40:49-2.1.

*Robert D. Cotter*  
Robert D. Cotter, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Council

APPROVED: *Carl G. Gelich*

APPROVED: *John Tully*  
Business Administrator

Certification Required

Not Required



## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE BRIGHT AND VARICK REDEVELOPMENT PLAN**

This ordinance adopts a redevelopment plan for the Bright and Varick Study Area, a single 100 by 100 foot lot. The Plan permits the development of a residential, mixed use structure up to 5 stories in height with parking.

# **Bright and Varick**

# **Redevelopment Plan**

**as presented to the Jersey City Planning Board**  
**September 13, 2011**



30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323

## I. INTRODUCTION

The Bright and Varick Redevelopment Area (hereinafter the Redevelopment Area or the Area) was determined to be an "area in need of redevelopment," pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) by resolution of the Jersey City Municipal Council following a recommendation by the Jersey City Planning Board.

The Bright and Varick Redevelopment Area consists of a single tax lots at the north-east corner of Bright and Varick Streets in downtown Jersey City just under a half mile walking distance to the Grove Street PATH station and about 1,600 feet to the Jersey Avenue Light Rail Station. The Redevelopment Area bounded on three sides by the Van Vorst Park Historic District.

The Area was previously used as temporary classroom space housed in mobile trailers placed onto the site. After the construction of the new PS #3 and MS #4 across the street, the trailers are not longer necessary for the School District.

It would now appear to be appropriate for the City to take a more pro-active approach to redevelopment in this Area, so as to bring the Area into greater compliance with the recommendations of the Master Plan and redevelop the Area in a manner that is more consistent with redevelopment activities and the historic district in the surrounding community. The Master Plan calls for "station areas" around the PATH stations to be up-zoned to include higher density residential, neighborhood retail, restaurants and other uses combatable with a mixed use transit oriented station area. In addition, parking requirements are to be reduced "to capitalize on the availability of high quality mass transit" and to increase building coverage, floor-area-ratios, and residential density which can be supported by nearby transit facilities.

## II. BOUNDARIES

The Redevelopment Area consists of a single Tax Lot: Block 305, Lot 27 in the Downtown section of Jersey City. The boundary of the Redevelopment Plan Area is also depicted on the Boundary Map.

## III. REDEVELOPMENT PLAN OBJECTIVES

- A. The planning and development of the Redevelopment Area as a primarily residential mixed-use building with ground floor commercial uses or parking.
- B. Reduce on-site parking and maximize the use of mass transit in order to take advantage of local bus routes, the PATH train and Light Rail stations.

- C. To integrate new development within the Area into the surrounding community by encouraging the creation of a mixed use building that will complement the Van Vorst Park Historic District.
- D. The improvement of the pedestrian environment and traffic circulation for the contemplated new development by the provision of new sidewalks, street trees and other pedestrian amenities within the existing street right-of-way.
- E. Removal of the temporary classroom trailers, chain link fencing, and surface parking lot on the site.

#### **IV. GENERAL ADMINISTRATIVE REQUIREMENTS**

The following provisions shall apply to all property located within the Redevelopment Area.

- A. Prior to the commencement of any new construction, reconstruction, or rehabilitation: a site plan for such shall be submitted by the developer or property owner to the Planning Board for review and site plan approval. No temporary or permanent Building Permit shall be issued for any work associated with any of the above actions, without prior site plan review and approval of such work by the Planning Board. Nothing in this section is intended to require site plan review and approval for minor modifications to the interior floor plan, such as the relocation or modification of non-bearing partition walls, which are commonly done to accommodate new tenancies or during lease renewals.
- B. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the original date of approval of this Plan by the Jersey City Municipal Council.
- C. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Submission of a site plan and site plan application shall conform to the requirements of the Jersey City Land Development Ordinance and this Plan.

As part of final site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City, and be in a form approved by the Corporation Counsel or the Planning Board attorney. The amount of any such performance guarantees shall be determined by the City Engineer in conformance with applicable law, and shall be sufficient to assure completion of site improvements within one (1) year of final site plan approval, or such other time period as determined by the Planning Board if particular circumstances dictate a longer time frame.

- D. No development or redevelopment of any parcel in the Redevelopment Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as determined by the Division of Engineering.
- E. The Planning Board may grant deviations from the regulations contained within this Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Plan related to a specific piece of property where the purposes of this Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments. The Planning Board may grant exceptions or waivers from design standards, from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Plan. No deviations may be granted which will result in permitting a use that is not a permitted use within this Plan. An application requesting a deviation from the requirements of this Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.
- F. This Plan shall supersede all provisions of the Jersey City Land Development Ordinance (hereinafter referred to as the "LDO") on matters that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the LDO for clarification. No variance/deviation from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant development decisions and /or deviations from the requirements of this Plan, as provided herein. Upon final

adoption of this Plan by the Jersey City Council ("City Council"), the City's Zoning Map shall be amended to show the boundary of the Redevelopment Area.

- G. No building shall be constructed over an easement in the Redevelopment Area without site plan review and approval of the Jersey City Planning Board and prior written approval of the Division of Engineering.
- H. If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

#### **V. GENERAL DESIGN REQUIREMENTS AND RESTRICTIONS**

The following standards and requirements shall apply to all applications, including but not limited to: developments, re-developments, rehabilitation, and or re-use applications within the Redevelopment Plan area:

- A. All utility distribution lines; utility service connections from such lines to the Redevelopment Area's individual uses; and utility appliances, regulators and metering devices shall be located underground or within the building. No utility boxes or structure shall be permitted in sidewalk areas or exterior to the building. Remote readers are required for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- B. Chain link fencing shall be prohibited within the Redevelopment Area, except during construction. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.
- C. No Billboards shall be permitted on any property contained within the Redevelopment Area.
- D. No signage shall be permitted within the Redevelopment Area that includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials, which sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.
- E. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture.
- F. All trash dumpsters and/or compactors shall be located within the buildings. All outdoor storage shall be prohibited.
- G. The building must display the street address of the building such that it is clearly visible from the adjoining street right of way

## VI URBAN DESIGN REQUIREMENTS

1. All structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings, both existing and in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk. Buildings shall be designed to be attractive from all vantage points, with each street façade being of equal importance.
2. Buildings shall be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment, particularly where building lots front on multiple street. On street frontages where commercial uses are provided, at least seventy (70) percent of the frontage shall be dedicated to commercial uses and/or pedestrian access areas such as retail sales of goods and services, restaurants, building entrances and lobbies; which shall have direct access from the sidewalk area. Main-building entries shall be prominent and easily identifiable, and shall not occur simply as voids within or between buildings. Canopies may be provided at main entrances and must be constructed of materials similar to or compatible with the overall building design.
3. The base of all buildings shall meet the pedestrian level in a human scale and manner. The height of the base must relate to other buildings as well as existing historic architecture and design developed within this Area and must be proportional with the building's overall height.
4. Tops of buildings shall be designed to create architectural interest through the use of a cornice element.
5. The windows and glazing of a building are a major element of style that gives character to the building. Windows and glazing on ground floor commercial uses should be broad and expansive providing views into the store and display areas. At least seventy-five (75%) percent of the storefront façade shall be glass. If security gates are used on any part of the building or window, they shall be installed on the interior side of the window, within the building, hidden from view when closed, and be of the open grate style. Similarly, windows and doors into residential lobby areas should be broad and expansive allowing views to and from the adjoining streets.
6. EIFS (Exterior Insulating Finishing Systems), artificial stone and artificial brick veneer ("Permastone" & "Brickface") materials vinyl siding, or aluminum siding, may not be used on any visible façade within this Redevelopment Area.
7. All mechanical equipment, generators, HVAC equipment and similar equipment shall be acoustically buffered such that any noise generated by the equipment shall be within the applicable standards as defined by the State of New Jersey.

8. All mechanical equipment shall be screened from view, both from the street and existing neighboring buildings. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same materials used in the construction of the building, such that the screening appears to be an integral part of the building. The screening shall not impair the functioning of the equipment. Interior locations must be utilized where mechanically possible.
9. Wherever possible, ventilation equipment required for commercial uses shall be vented through the roof of the building and within the building, especially in new construction. All such equipment ventilated through the roof shall be screened. The necessary incorporation of ventilation grillwork within the storefront façade system shall be limited to no more than 15% of the possible glazing area. Such grillwork shall be architecturally incorporated within the storefront design so as to compliment and add to the overall aesthetic affect of the commercial façade. Exposed ventilation pipes and risers are prohibited.
10. Sidewalk areas must be provided along the street rights of way and shall be properly sized for the safe and convenient movement of pedestrians through and around the Redevelopment Area.
11. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting. Sidewalk concrete must be tinted scotland charcoal or equivalent. White concrete is not permitted.
12. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 35 feet on center. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment. Tree species shall be selected which will achieve a mature height of 50 feet or above and a medium spread. Fast growing trees tend to be weak wooded and inappropriate for street planting. Therefore trees shall be selected that have a medium growth rate. The crown shape of the tree should be selected to compliment the architecture and setting of the buildings.
13. Lighting shall sufficiently illuminate all areas to prevent "dark corners". All lighting sources must be shielded to prevent and eliminate any glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot-candles.

## **VII. SPECIFIC LAND USE REGULATIONS**

1. Principal Permitted Uses
  - a. Residential.
  - b. Retail sales of goods and services on the ground floor.
  - c. Art galleries.

- d. Restaurants, type 1 and 2, provided all ventilation is routed through the building to the roof.
  - e. Appropriate mixes of the above.
2. Uses incidental and accessory to the principal use, including:
- a. Signs.
  - b. Residential storage rooms.
  - c. Automobile parking.
3. Bulk and Density Standards
- a. Minimum lot size: existing lots at the time of adoption are conforming and shall not be reduced in size.
  - b. Minimum lot width: existing lot widths at the time of adoption are conforming and shall not be reduced in size.
  - c. Minimum lot depth: existing lot depths at the time of adoption are conforming and shall not be reduced in size.
  - d. Front yard setback: Must match prevailing setback of historic buildings on each street right-of-way.
  - e. Rear yard setback: none.
  - f. Maximum side yard setback: zero, however light wells must be provided for windows on adjacent properties with a minimum of 5 feet in depth and at least one foot wider on each side of the windows on the adjacent properties in width. 6 feet in depth shall be required if windows are set facing one another.
  - g. Maximum building height: 5 stories and 57 feet, provided that where a property is located within the 100 year Flood Plain, the number of feet required to reach the base flood elevation plus one shall be added to the maximum permitted height of the building. Maximum height exception for the elevator penthouse shall not exceed 25% of building height.
  - h. Maximum building coverage: 100%
  - i. Maximum lot coverage: 100%
  - j. Maximum parking requirement: 1 space per unit, provided below or at grade only.
  - k. Minimum bicycle parking requirement: 1 space per residential unit, located in a convenient and accessible location to the front entry of the building with no more than four vertical steps (ramps may be utilized) between the bicycle room and the sidewalk.
  - l. Required building setback: all floors above the ground floor must provide a 30 foot setback from the north-east corner (interior corner) of the lot.

4. Design Standards:

- a. Front façade design shall be consistent with the design and architecture of proximate historic resources within the Van Vorst Park Historic District with an emphasis on compatibility with late nineteenth century architectural proportions and architectural detail.
- b. Front façade must be primarily brick of a historically appropriate color and size to be consistent with other town homes on this block, to be consistent with those used in paradigmatic nineteenth century resources in the district, and be consistent with the particular stylistic paradigm of the proposed architecture. The remainder of the front facade must be constructed of stone, cast stone, decorative metal, slate or simulated slate shingles, tile, terra cotta or other similar and appropriate materials in an appropriate manner. The use of polyurethane, vinyl, and asphalt shingles at facades visible from the street is prohibited.
- c. Street fronting building facades shall be broken down in scale by dividing the façade into smaller sections to resemble a series of smaller buildings typical of resources in the Van Vorst Park Historic District with an emphasis on vertical proportions.
- d. Window, door, garage, entrance, entablature, lintel, and sill sizes, proportions, and materials must be consistent with those found on this block and in compatible historic resources of note within the district. Windows shall be simulated double or single hung, although casement windows may be permitted where appropriate to the style of the building as an accent, and be consistent with the vertical proportion of windows typical of the resources in the Historic District and common in late 19<sup>th</sup> century vernacular architecture and set in 4" (one brick width) from the face of the brick facade. Snap in and internal muntins and external window screens are not permitted.
- e. A single decorative carriage house style garage door is permitted on the Bright Street facade. The garage door must be partly glazed at the top, and made of wood, and have a vertical proportion.
- f. Appropriate decorative mounted light fixtures are required.
- g. An entry stoop is required with stone or metal railings consistent with other railings in the Historic District. Cast or wrought iron shall be used for railings, fences and gates along the street frontage. The use of mild and tubular steel for fencing and rails is prohibited.
- h. A minimum of two bay windows or oriel are required on each street facade and project a maximum of 36" beyond the building face. Bays shall be constructed of brick, stone and or cast stone decorative metal panels on a masonry base of stone cast stone or brick. Oriels with shall be constructed of decorative metal

- paneling. Metal facing and roofing above the first floor shall be permitted on oriels.
- i. Front landscaping and stoops may project into the right-of-way to align with stoops and other landscaping found on this block and curbed of a minimum of four inches high and four inches wide.
  - j. A building base shall be clearly defined at the first floor level, using an appropriate design methodology such as an alternating brick pattern, shape, style, coursing and/or color and/or a variety of materials such as stone, cast stone and decorative window heads and sills.
  - k. Floors 2, 3, 4, and 5 shall have an appropriate rich texture of brick using different patterns, shapes, colors mortar joints and coursing with decorative window heads and sills. The use of stone, cast stone and tile as design elements is permitted.
  - l. The rooflines shall be clearly defined through the use of decorative cornice lines, detailed brick work, mansard roofs with slate or simulated slate, gables of brick or stone, and dormers with brick, stone or metal detailing and cornices of metal, fiberglass or another appropriate and durable substitute.
  - m. All doors and framing elements must be wood, have a glazing component, and may not be solid. The use of double doors, sidelights, transoms, pilasters, panels, styles and rails and/ or entablatures, etc. in order to emphasize the importance of residential entryways is required.
  - n. Any building over 3 stories must include an elevator.
  - o. Elevator penthouse may exceed the height requirement, but must have an appropriate facing material consistent with the character of the building and the utilitarian nature of the bulkhead. The use of stucco or vinyl or aluminum siding is not permitted.
  - p. All secondary entryways, including fire exits and service entrances at the street frontages must be designed to be compatible with the surrounding architecture.
  - q. All windows opening into a garage must be glazed and include the same treatments as applied to residential windows, such as lintels, sills, simulated divided lights, muntins, mullions etc. However the use of decorative, textured, stained, tinted, or etched glass must be utilized.
  - r. All architectural design must be in accordance with the Historic Design Standards in the Jersey City Land Development Ordinance Chapter 345-71. However, the overall design of buildings in this area shall be consistent with historic design idioms, principals and proportions as demonstrated by residential historic resources in the approximate area within the Van Vorst Park Historic District. The use of modern design elements within this area is discouraged.
  - s. All buildings with a commercial first floor must include a cornice or decorative element above the first floor. Commercial first floors

must be 12 feet floor to ceiling within the first 30 feet from the street facade, and include at least 75% glazing which must begin at no more than 18 inches above the sidewalk level.

- t. All security gates must be inside any glass windows.
- u. Roof top recreation space is required in lieu of a rear yard.
- v. Washer/dryer facilities are required in the building.
- w. Signs must conform to the Historic District zone standards.
- x. All facade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids. Vent grills shall be hidden behind decorative iron or metal work which complements the style of the building.

#### **VIII. ACQUISITION PLAN**

No property within this Redevelopment Plan is listed as "To Be Acquired."

#### **IX. RELOCATION PLAN**

No acquisition is permitted within the Redevelopment Area. The site is uninhabited as of the writing of this plan.

#### **X. OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS**

In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as "The Local Redevelopment and Housing Law", the following statements are made:

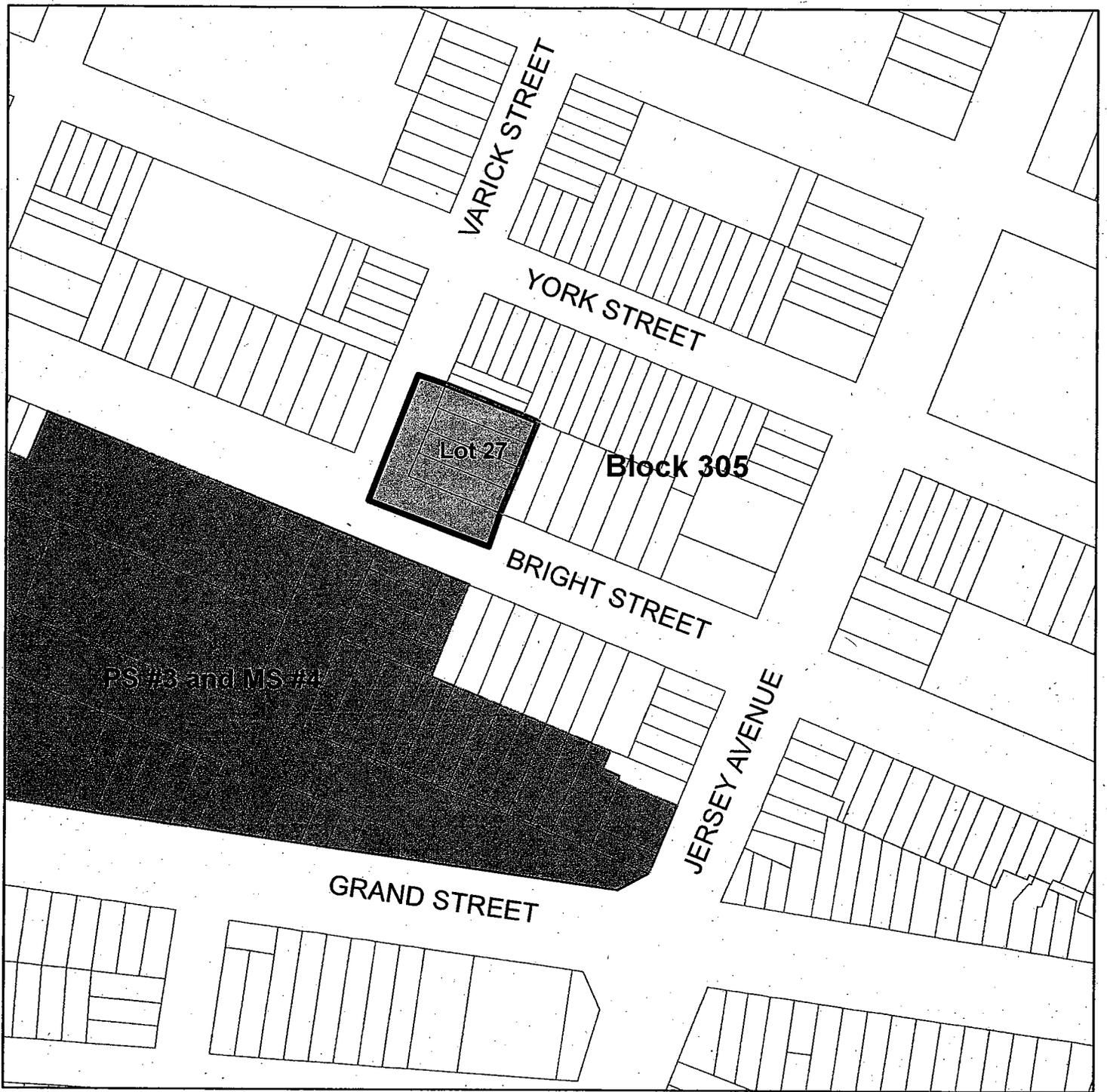
- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.
- C. The Plan has given proposed land uses and building requirements for the Redevelopment Area.
- D. There is no proposed acquisition in this plan.
- E. The Plan is in general compliance with the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan or the Zone Plan. The Master Plan and Zone Plan permits 4 story residential land use only. This Redevelopment Plan, however, introduces one additional story and mixed use in keeping with the Master Plan recommendations for "station areas," given The Plan complies with the goals and objectives of the New Jersey

Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.

- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.

**XI. PROCEDURE FOR AMENDING THE PLAN**

- A. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of five thousand dollars (\$5,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 40A: 12A-1 et. seq., said developer shall pay these costs. If there is no developer the appropriate agency shall be responsible for any and all costs.
- B. No amendment to this Plan shall be approved without the review and recommendation of the Planning Board, and a public hearing and adoption by Municipal Council. A copy of any proposed change to the Plan shall be filed with the Office of the City Clerk.



**BRIGHT AND VARICK REDEVELOPMENT PLAN  
BOUNDARY MAP**

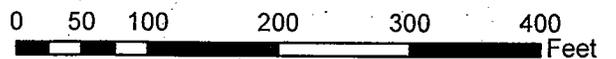
AUGUST 30, 2011



**Legend**

-  STUDY AREA BOUNDARY
-  New Public School Buildings

1 inch = 140 feet



City Clerk File No. Ord. 11-136

Agenda No. 3.K 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 11-136

TITLE: **ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS) ARTICLE II (ITINERANT EATING AND DRINKING ESTABLISHMENTS) SECTION 8 (ITINERANT ESTABLISHMENTS) AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE**

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

- A. The following amendments to Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) of the Jersey City Municipal Code are adopted:

## ARTICLE II Itinerant Eating and Drinking Establishments

§175-8 to §175-15  
REPEALED

### §175-8. Itinerant Catering Establishments.

#### DEFINITIONS:

- A. Food Catering Device (Non-Motorized) - means any food pushcart and moveable stand that does not require on-street parking.
- B. Itinerant Food Catering Truck (Motorized) - means any food vending vehicle that is motor operated and/or requires on-street parking. All car or truck pulled trailers must have a current New Jersey Motor Vehicle Commission issued license plate.
- C. Physically disabled person- means a person with physical impairment(s) which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical disability" shall include coronary conditions. Any such physically disabled person shall submit a certificate from a physician certifying that said disability does exist.

### §175-9. License Required.

- A. No person shall conduct, operate or maintain an Itinerant Food Catering Device or Truck without first obtaining a license to do so. Licenses are for one (1) year and must be renewed by January 31<sup>st</sup> each year.

### §175-9.1. Application.

- A. Application Process.

All current licensees shall be required to submit a completed new application no later than January 31, 2012. All applications that are not approved 60 days from this date, with: 1) proof of existing license; 2) propane license from the Jersey City Fire Department.; 3) Business Registration with the State of NJ; 4) proof of ownership or rental of a truck or device from which food can be sold; 5) Certification from the Health Department approving the sale of food; and 6) proof of liability.

insurance will result in the prior license being declared null and void.

A waiting list shall be established and maintained by the City Clerk for all applicants who wish to be considered for available licenses. Those on the waiting list shall receive a bates stamped cover page indicating the date and time of submission and a notation shall be made indicating their placement on the waiting list.

B. Applicants for a license or permit under this article shall file with the City Clerk a sworn application in writing and pay an application fee of \$75.00. The application shall give the following information:

- (1) Name and physical description of applicant.;
- (2) Complete permanent home and local address of the applicant.;
- (3) A description of the food product to be sold.;
- (4) A list of all business partners and employees;
- (5) The location where food will be prepared prior to sale.;
- (6) A Background Criminal Investigation (BCI) check for all license holders, and upon successful completion of the background check, a Department of Health and Human Services ID card shall be issued. All workers shall obtain an ID card, which should be visibly displayed on the person, at all times while operating an itinerant catering device or truck.;
- (7) A statement as to whether or not the applicant has been convicted of any felony. If there are any outstanding Jersey City municipal violations, the applicant shall present proof that any outstanding fines have been paid in full or that a payment schedule has been established. Moreover, the applicant should also submit a detailed explanation of any mitigating factors that should be considered in the Police Director's evaluation of any prior felonies in the applicant's background. This may include statements of rehabilitation, reference letters, and any other information the applicant deems relevant.;
- (8) A description of where the VIN is located on the truck.;
- (9) A copy of any person with disabilities ID, if applicable.;
- (10) Location of the vehicle when it is not in service.

C. Background Investigation of Applicants.

- (1) Each application shall be referred to the Police Director or his or her designee at the Police Department, who shall immediately institute such investigation of the applicant, if a the applicant has a felony history, as he or she deems necessary for the protection of the public good and should endorse the application in a reasonable period of time after it has been investigated.;
- (2) The applicant shall be finger printed by the Police Director or his or her designee, who shall determine whether fingerprints are necessary for proper identification. Fingerprint records shall be immediately processed for classification and identification by the use of a third party background investigation vendor.;
- (3) If, as a result of the investigation, the applicant is found to be unsatisfactory due to a history or past or recent felony convictions, the Police Director or his or her designee shall endorse on the application his/her disapproval and the reasons for same, and return the application to the City Clerk, who shall notify the applicant that his/her application is disapproved and that no license will be issued. If the applicant has filed a statement of mitigating factors, the Police Director or his or her designee, shall file with his/her statement of disapproval a detailed statement as to why the mitigating factors were not sufficient to allow issuance of the license. The

applicant may file a request for reconsideration with the Police Director or his or her designee, based upon updated mitigating circumstances, which shall promptly be evaluated and a final decision rendered.

(4) No license shall be issued until the application has been approved by the Police Department, allowing adequate time for investigation of the facts stated therein.

**§175-9.2. Education/Training Requirement/Pre-Operation Inspection.**

- A. All approved applicants shall attend a Food Handlers' Course as directed by the Jersey City Division of Health prior to the commencing business.
- B. Upon initial approval of the application, completion of the mandatory seminar, and payment to the Division of Health of the required licensing fee as provided in Chapter 160, Fees and Charges, said applicant shall schedule their pre-operation inspection by the Health Officer.

**§175-9.3. Operation Requirements for all Devices (Push Carts) and Trucks**

- A. All trucks and devices shall comply with City, County, and State law.
- B. Trash and recycling receptacles are required and must be made available by owner/operator, who will then dispose of trash and recycling off site.
- C. Hours of Operation - 6:00 A.M. until 9:00 P.M. No devices or trucks are permitted to stay parked on City streets past 10:00 P.M.
- D. Push carts transported by truck cannot occupy the street and the sidewalk at the same time.
- E. New or replacement devices or trucks must be inspected before operating. No changes can be made to approved devices or trucks without re-inspection by the Div. Of Health.
- F. All trucks and devices are subject to inspection and operational requirements established by the Division of Health and the Jersey City Fire Department;
- G. No truck or device operator is permitted to serve food to a motorist whose automobile is blocking the passage of traffic.

**§175-9.4 Additional Operation Requirements for Devices (Push Carts)**

- A. No devices shall be permitted to occupy street space.
- B. Devices must be self-contained- no coolers are permitted to be placed on City streets or sidewalks.

**§175-9.5. Additional Operation Requirements for Trucks**

- A. The truck must be self-contained- no coolers or generators are allowed to be placed on the sidewalk or street.
- B. No in-truck dining services or sidewalk tables and chairs are allowed.

**§175-10. Licenses Issued; Expiration; Renewal.**

- A. Licenses shall be issued after the completion of the application and education/training process and payment of the required fees. Licenses shall then expire one (1) year from the date of issuance, unless sooner suspended or revoked. Renewals of licenses should be completed prior to the expiration of the previous license term, but in no instances shall renewals be issued beyond sixty (60) days after the expiration of a prior license. The license of any licensee who fails to renew shall lapse and said licensee shall have to reapply for a license and cannot operate until he/she completes and passes the application process anew.

- B. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse or listed business partner upon production of an original death certificate within 90-days of the licensee's death.
- C. No person shall hold more than one license, nor have any interest directly or indirectly, in any other license, unless they meet these application requirements as set forth in 175-9.1. Failure to observe this provision shall result in the revocation of all licenses held in the individual, the business entity, or the name of any other person or entity which allowed for another licensee to hold a direct or indirect interest in another vendor. This determination shall be at a hearing before the Health Officer.

**§175-11. Display Metal Placard for Vehicle or Truck.**

- A. Every person licensed as an itinerant catering device or itinerant truck shall, upon the procurement of the license, obtain from the Health Officer, a metal placard for each such licensed vehicle. The metal placard shall be furnished by the City and shall indicate:
  - (1) The number of the issued license; and
  - (2) The time during which the license will be in force. The licensee shall cause the license plate to remain securely affixed to the curbside of the approved vehicle or truck that is subject to the license. Stickers will be utilized to update the time during which the license shall be in force.
- B. No person shall mutilate, disfigure, loan, sell, or otherwise dispose of any metal placard issued pursuant to paragraph A of this section.
- C. The violation of any portion of this ordinance or N.J.A.C.(8:24) Chapter 24 of the State Sanitary Code, shall result in a fine up to a maximum of \$1,250.00

**§175-12. License Transfers.**

Transfers shall be governed hereunder.

- A. No licenses may be transferred from person to person. The transfer procedure shall be as follows:
  - (1) An application by the licensee to transfer the license to another person shall be submitted to the Health Officer. Said application shall set forth the name of the licensee, the number of the license, the name of the transferee and a consent signed by the licensee to the transfer.

AND

  - (2) The transferee shall submit an application to the Health Officer requesting a transfer of said license to him. Said application shall contain all the application requirements for the issuance of an original license and shall contain a consent in writing of the transferor of the license.
- B. Whenever any licensee shall apply for a person-to-person transfer of his or her license, said license shall be transferred to that individual buyer identified by the selling licensee. If the licensee wishes to transfer, but has not identified a purchaser, the sale shall be to the next person in sequential order of priority at the top of the waiting list.
- C. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse or listed business partner identified in the application to the clerk in accordance with §175-10(c). Otherwise, the license shall be made available to an applicant in the sequential order of priority at the top of the waiting list as set forth in §175-9.1.

**§175-13. Use of Streets and Sidewalks for Itinerant Food Catering Devices (Push Carts); Exemption for Physically Disabled Persons.**

- A. No person conducting, operating or maintaining an itinerant food catering device, except an itinerant food catering device operator as provided for in §175-13(B), shall be permitted to remain in any location for a period exceeding 120 minutes. At the conclusion of 120 minutes, device operators shall be required to move 150 feet.
- B. Physically disabled persons.
- (1) An exemption to the 120-minute regulation shall apply to physically disabled persons who have been issued a specific itinerant food catering device identification card by the Division of Health. The exemption to the regulation shall not apply to any person operating a device on behalf of the physically disabled person. Said exemption shall only apply to one device operated by the physically disabled person personally. The physically disabled person shall not have an exemption for any more than one device. In the event that the physically disabled person is not personally operating that device, then the exemption to the regulation shall not apply.
  - (2) Certification is required by a physically disabled person in order to qualify for the exemption to the regulation which shall contain the precise nature of the disability and shall not be in general terms. It shall also contain a prognosis by the doctor as to the length of time that such disability will exist. A new doctor's certification obtained pursuant to a current or recent examination shall be presented annually with the application for any renewal of a license to a physically disabled person. A copy of this certification shall be filed with the City Clerk at the time of application.
- C. The provisions of these regulations shall be enforced by the Police Department and the Division of Health.
- D. No itinerant food catering device (pushcarts) shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as 25 feet from the corner or crosswalk, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways, any other areas so restricted, prohibited or regulated for the parking of motor vehicles, and all other parking prohibitions pursuant to N.J.S.A. 39:4-138.
- E. Zones Where Operation is Prohibited: Journal Square and Newport Redevelopment Plan Area, which includes:
- (1) Thomas Gangemi Drive: Luis Munoz Marin Blvd. To Washington Blvd.
  - (2) Washington Boulevard: Thomas Gangemi Dr. To 18<sup>th</sup> St.
  - (3) 18<sup>th</sup> Street: Washington Blvd. To Luis Munoz Marin Blvd.
  - (4) Town Square Place: Washington Blvd. To River Drive South
  - (5) River Drive South: Town Square Place to Newport Parkway
  - (6) Newport Parkway: 11<sup>th</sup> Street Viaduct to River Drive South
  - (7) 14<sup>th</sup> Street: Luis Munoz Marin Blvd. To Washington Blvd
  - (8) North Garage.

**§175-14. Use of Streets by Itinerant Food Catering Trucks.**

- A. For reasons of mitigating the obstruction of the flow of pedestrian and vehicle traffic, no person conducting, operating or maintaining an itinerant food catering truck shall be permitted to sell food or drink within two-hundred (200) feet of any licensed eating and drinking establishment. No food trucks shall be permitted to remain in any location for a period exceeding 120 minutes, unless they purchase a permit as indicate in 175-15. . . Otherwise, upon the expiration of 120 minutes, trucks are expected to move one- quarter of a mile from their previous location. The provisions of this section shall be enforced by the Police Department and the Division of Health.
- B. No itinerant food catering truck shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones,

areas where parking is prohibited, such as 25 feet from the corner or crosswalk, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways, any other areas so restricted, prohibited or regulated for the parking of motor vehicles, all other parking prohibitions pursuant to N.J.S.A. 39:4-138.

C. All itinerant food catering trucks shall have displayed prominently, in addition to the itinerant food catering truck metal placard, upon the truck, the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.

D. No itinerant food catering truck shall be permitted to tap into any existing utility lines for the operation of their truck or vehicle.

E. Zones Where Operation Is Prohibited.- Journal Square and any Special Improvement District, including but not limited to, Journal Square, Central Avenue, Newark Avenue and Newport Redevelopment Plan Area, which includes:

- (1) Thomas Gangemi Drive: Luis Munoz Marin Blvd. To Washington Blvd.
- (2) Washington Boulevard.: Thomas Gangemi Dr. To 18<sup>th</sup> St.
- (3) 18<sup>th</sup> Street: Washington Blvd. To Luis Munoz Marin Blvd.
- (4) Town Square Place: Washington Blvd. To River Drive South
- (5) River Drive South: Town Square Place to Newport Parkway
- (6) Newport Parkway: 11<sup>th</sup> Street Viaduct to River Drive South
- (7) 14<sup>th</sup> Street: Luis Munoz Marin Blvd. To Washington Blvd
- (8) North Garage.

F. Truck Size Restrictions- Trucks shall not exceed 37 feet long and 8 feet wide.

**§175-15 Parking Permit Exemption- Itinerant Food Trucks**

A. Itinerant food truck licensees may purchase monthly parking permits at a cost of \$400 per month, for a minimum of three (3) months from the Jersey City Parking Authority under Chapter 332(Vehicles and Traffic), Article VII(Metered Parking), 332-57(On-Street permit parking zones) as amended, which will exempt those licensees from the 120-minute movement requirement enumerated in §175-14 and allow them to stay in one location throughout the day, subject to restrictions set forth in 332-57.

B. Spaces available under this section shall be limited and available on a first-come, first-served basis daily. No specific spots will be designated to any vendors and locations where permit parking is authorized and shall be limited to those identified by ordinance.

C. Areas where permit parking for itinerant food trucks will be authorized pursuant to amendments to Chapter 332,Section 57, shall be limited to:

<b><u>Name of Street</u></b>	<b><u>Limits</u></b>
<u>Columbus Dr</u>	<u>North side: beginning 35 feet east of Marin Blvd and extending 40 feet easterly</u>
<u>Hudson St</u>	<u>East side: beginning at the Light Rail Crossing and extending north to Second Street</u>

**§175-16. Violations and Penalties**

A. Anyone violating any of the provisions of this Article shall be punishable as provided in Chapter 1, General Provisions, §1-25. In the event that an offense is a continuing one, then each day such offense continues shall be deemed a separate and distinct offense and shall be punishable as such as provided herein. Where the offense is a continual one, only one summons and complaint need be issued, provided that there is stated on such documents the charge that each day the violation continues shall be a separate and distinct offense.

B. In addition to the penalties set forth herein, any person operating an itinerant food catering device or truck who violates any provisions of this Article, the device or truck which is being operated as such shall be impounded by either the police or the Division of Health as the case may be. In the event that any such establishment is impounded, the device or truck may be redeemed by the person upon payment of the cost of impounding and the storage charges established by the Department of Police. Said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.

**§175-16.1. License Revocation or Suspension.**

- A. The license of a person who violates any provision of this Article may be revoked, suspended, or they may be fined for violation of this Article or the provisions of N.J.A.C. (8:24)- Chapter 24 of the State Sanitary Code after hearing upon 10 days' notice served upon the licensee. Said notice shall contain the specific provision of this Article or N.J.A.C. Chapter 24, which has been violated and the specifications which shall constitute the violation. The Health Officer and the Chief Registered Environmental Health Specialist, shall conduct the hearings upon any offenses. Licenses may be revoked or suspended for any violation of the Article or for any repeated violations thereof. Any licensee of an itinerant food catering device or truck whose license has been revoked shall not be qualified to receive a new license or have said license restored to said person.
- B. Any licensee who is charged with a violation shall have the right to be represented by an attorney and said facts shall be stated on the notice served upon him.
- C. Any licensee whose license has been revoked or suspended shall have a right to appeal such revocation or suspension to a court of competent jurisdiction in accordance with the rules of the Courts of the State of New Jersey.

B. The following amendments to Chapter 160 (Fees and Charges) of the Jersey City Municipal Code are adopted:

**Fees and Charges**

**§160-1. Fee Schedule Established.**

A. Through O. No Change.

**REPEALED  
160-1 (P)**

P. Chapter 175, Food-Handling Establishments.

(1) No Change.

(2) Article II, Itinerant ~~[Eating and Drinking Establishments]~~ Catering Food Devices and Food Catering Trucks.

~~[(a) Annual license fee for itinerant eating and drinking establishments: \$250.~~

~~(b) License fee for itinerant catering establishments: \$100.]~~

- (a) For 2011: \$200;
- (b) For 2012: \$300;
- (c) For 2013: \$400;
- (d) For 2014; and thereafter: \$500
- (e) Medallion Fee \$30
- (f) Replacement Medallion Fee \$50

(3) No Change.

(4) No Change.

Q. Through UU. No Change.

C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

D. 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.

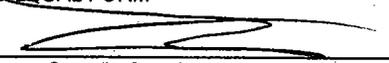
E. This ordinance shall take effect at the time and in the manner as provided by law.

F. 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 that there is 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; deleted matter in ~~brackets~~ For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

AV/he  
10/13/11

APPROVED AS TO LEGAL FORM



Corporation Counsel

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

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

Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 11-137

Agenda No. 3.1 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 11-137

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE VII(METERED PARKING) AMENDING SECTION 332-57(ON-STREET PERMIT PARKING ZONES) DESIGNATING ON-STREET PERMIT PARKING FOR ITINERANT VENDOR TRUCKS, ON THE NORTH SIDE OF COLUMBUS DRIVE BEGINNING 35 FEET EAST OF MARIN BOULEVARD AND EXTENDING 40 FEET EASTERLY AND ON THE EAST SIDE OF HUDSON STREET, BEGINNING AT THE LIGHT RAIL CROSSING AND EXTENDING NORTH TO SECOND STREET, 6:00 A.M. TO 9:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS

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

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing And Stopping) of the Jersey City Code is hereby supplemented as follows:

**Section 332-57 On-street permit parking zones.**

The following public streets are established as on-street permit parking zones:

Pursuant to Chapter 175(Food Handling Establishments) Article II(Itinerant Eating and Drinking Establishments) Section 8(Itinerant Establishments) Section 175-9.3.(Operation Requirements for all Devices (Push Carts) and Trucks). (C) and Section 175-15(Parking Permit Exemption-Itinerant Food Trucks) (C), the monthly permit parking zone issued for use by Itinerant Vendor Trucks will be in effect from 6:00 a.m. to 9:00 p.m., Monday through Friday, except holidays, for the following streets.

Name of Street	Limits
<u>Columbus Dr</u>	<u>North side; beginning 35 feet east of Marin Blvd and extending to 40 feet easterly</u>
<u>Hudson St</u>	<u>East side; beginning at the Light Rail Crossing and extending north to Second Street</u>

- 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 is to be inserted is new and underscored

JDS:pc1  
(10.19.11)

APPROVED AS TO LEGAL FORM

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

APPROVED: \_\_\_\_\_  
Director of Traffic & Transportation

APPROVED: \_\_\_\_\_ 10/19/11  
Municipal Engineer

APPROVED: Lodney Hedley 10/19/11  
Director, Dept. of Public Works

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 VII (METERED PARKING) AMENDING SECTION 332-57 (ON-STREET PERMIT PARKING ZONES) DESIGNATING ON-STREET PERMIT PARKING FOR ITINERANT VENDOR TRUCKS, ON THE NORTH SIDE OF COLUMBUS DRIVE BEGINNING 35 FEET EAST OF MARIN BOULEVARD AND EXTENDING 40 FEET EASTERLY AND ON THE EAST SIDE OF HUDSON STREET, BEGINNING AT THE LIGHT RAIL CROSSING AND EXTENDING NORTH TO SECOND STREET, 6:00 A.M. TO 9:00 P.M., MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of the Mayor's Office

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

Designate On-street permit parking for Itinerant Vendor Trucks, 6:00 a.m. to 9:00 p.m., Monday through Friday, except Holidays on the north side of Columbus Drive beginning 35 feet east of Marin Boulevard and extending 40 feet easterly and on the east side of Hudson Street beginning at the Light Rail Crossing and extending north to Second Street

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

Designate parking spaces for Itinerant Vendor Trucks on the aforementioned sections of Hudson Street and on Columbus Drive. Pursuant to Chapter 175 (Food Handling Establishments) Section 175-9.3. (C) these restricted parking spaces will be in effect 6:00 a.m. to 9:00 p.m., Monday through Friday, except Holidays and Section 175-14(F) the trucks shall not exceed 37 feet long and 8 feet wide

**5. Anticipated benefits to the community:**

Increased traffic safety and circulation and increased pedestrian safety

**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 \$200 for the channel/sign installation  
Approximately 5 signs and 4 channels at a cost of \$900.00

**7. Date proposed program, or project will commence:**

The date the Ordinance takes affect after adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

Approximately a month after the Ordinance goes into Law.

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

The Division of Engineering, Traffic and Transportation will be responsible for the installation and maintenance of the parking signs.

The Jersey City Parking Authority will be responsible for administering the Program, selling the Itinerant Vendor Permits and the pavement markings.

**10. Additional comments:**

Contact person:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492, [PatriciaL@jcnj.org](mailto:PatriciaL@jcnj.org)

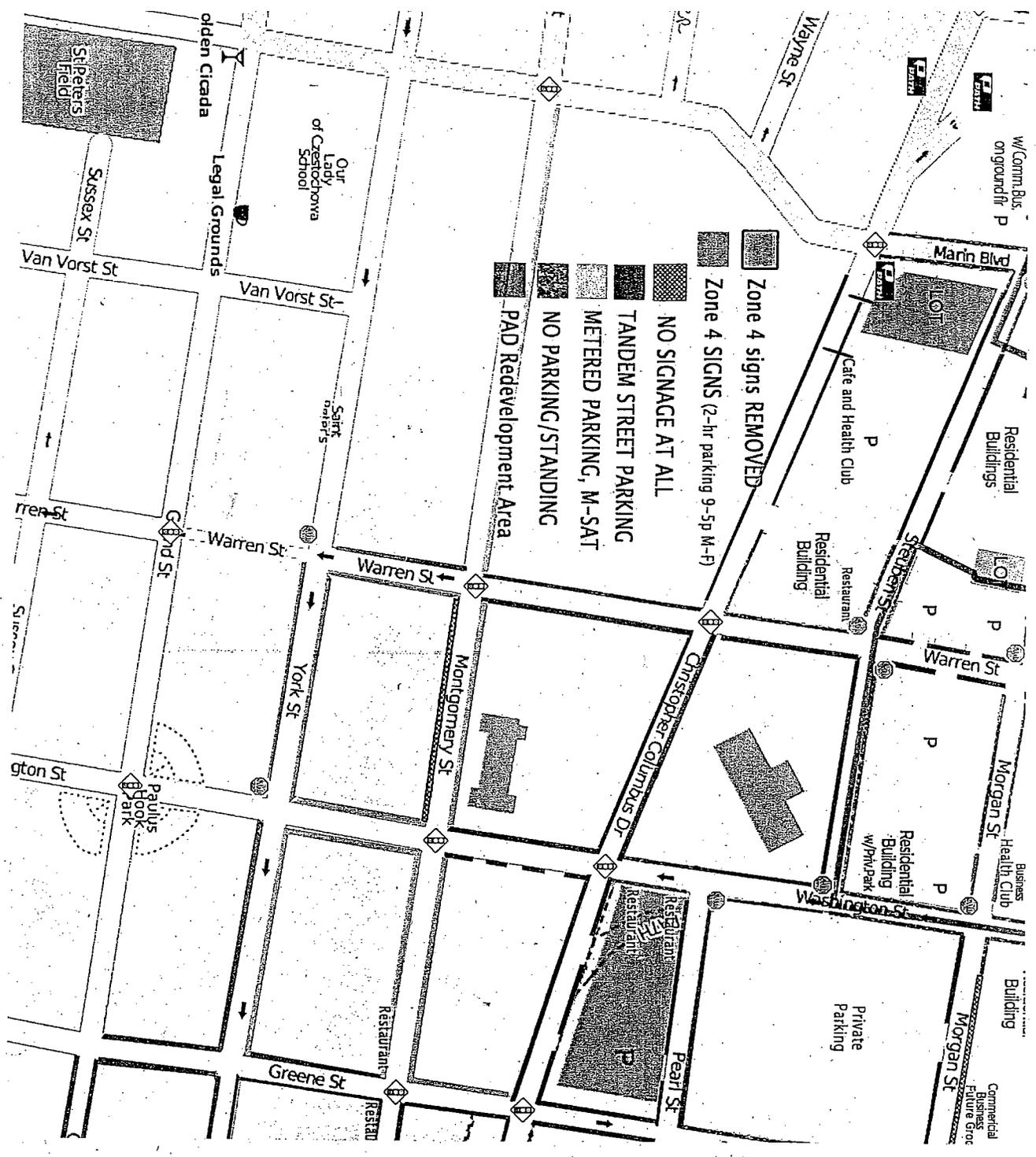
Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.

\_\_\_\_\_  
Municipal Engineer

\_\_\_\_\_  
Signature of Department Director

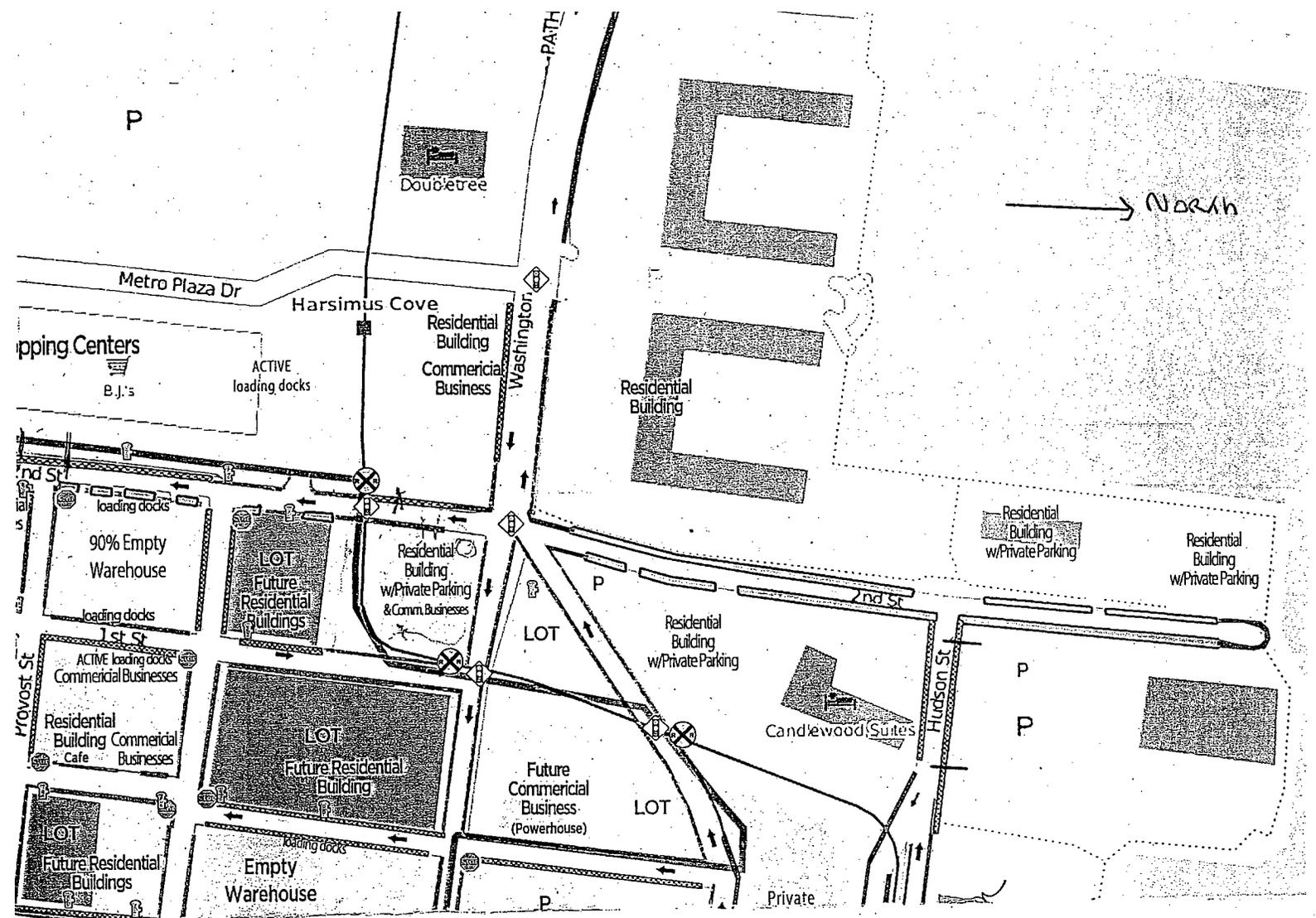
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



- Zone 4 signs REMOVED
- Zone 4 SIGNS (2-hr parking 9-5p M-F)
- NO SIGNAGE AT ALL
- TANDEM STREET PARKING
- METERED PARKING, M-SAT
- NO PARKING/STANDING
- PAD Redevelopment Area

→ NORTH



City Clerk File No. Ord. 11-138

Agenda No. 3.M 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 11-138

TITLE:

**AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) OF THE JERSEY CITY CODE AMENDING SECTION 332-9 (STOP INTERSECTIONS) DESIGNATING COLES STREET AND TENTH STREET AS A MULTI-WAY STOP INTERSECTION**

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

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

Section 332-9

**SCHEDULE  
STOP INTERSECTION**

The intersections listed below are hereby designated as a stop intersection. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
<u>Coles St</u>	<u>South</u>	<u>Tenth St - Multi</u>

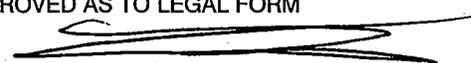
- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- 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.

NOTE: All material to be inserted is new and underscored.

JDS:pcl  
(10.12.11)

APPROVED:   
Director of Traffic & Transportation

APPROVED:  10/12/11  
Municipal Engineer

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED:  10/13/11  
Director, Dept. of Public Works  
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 II (Traffic Regulations) of the Jersey City Code amending Section 332-9 (Stop Intersections) designating Coles Street and Tenth Street as a multi way stop intersection

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Councilman Fulop on behalf of the Constituents in Ward E

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

Designate Coles Street and Tenth Street as a multi way stop intersection

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

Increase traffic and pedestrian safety.

**5. Anticipated benefits to the community:**

Reduce the number of motor vehicle accidents and increased traffic and pedestrian safety at the intersection of Coles Street and Tenth Street. Presently there is a stop sign on each approach of Tenth St at Coles St

**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 \$200.00 per channel/sign post installation.  
Approximately 4 signs and 4 channels for a total of \$800.00

**7. Date proposed program, or project will commence:**

Upon 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, Department of Public Works  
201.547.4492

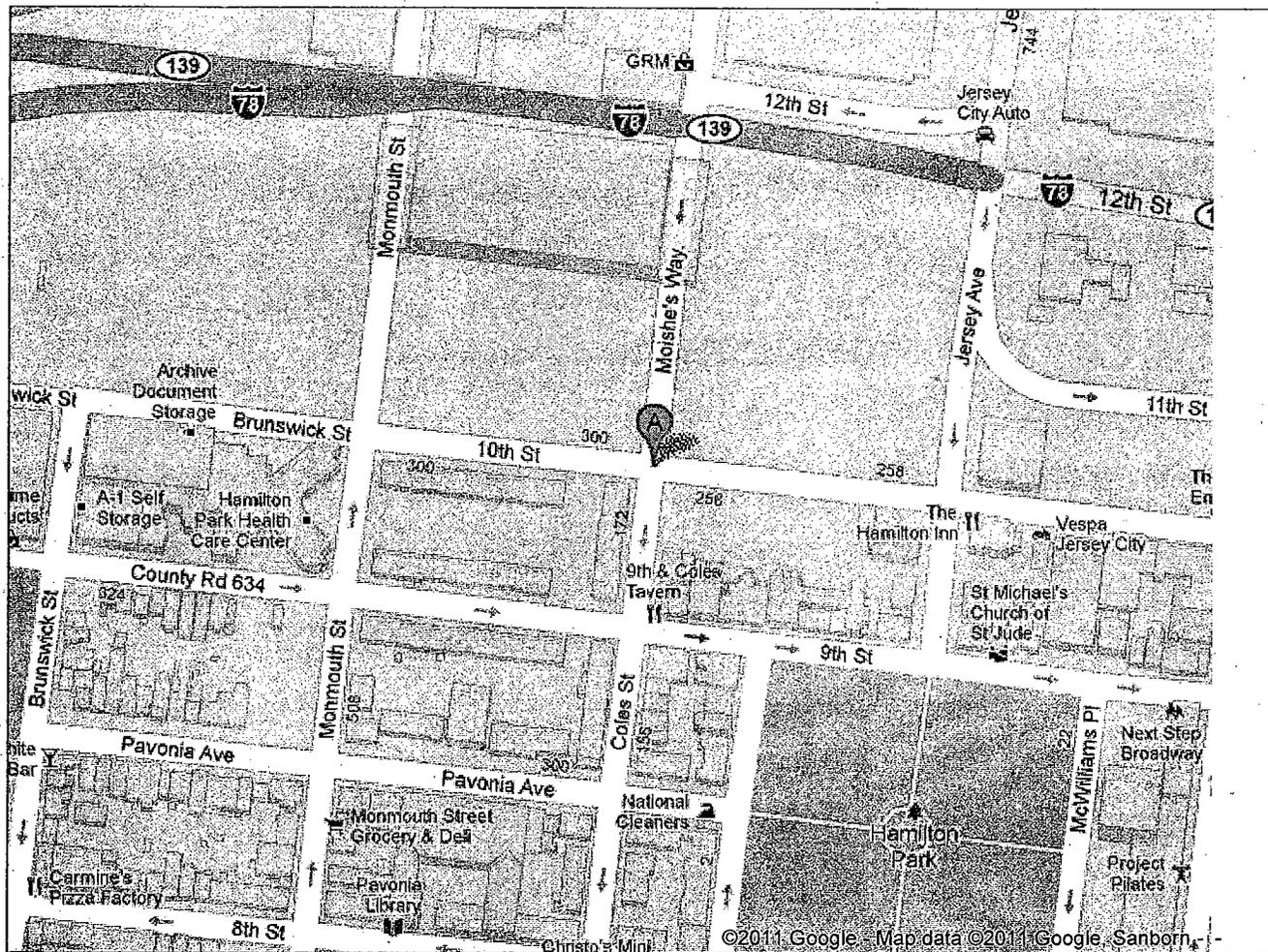
**10. Additional comments:**

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

	10/12/11
Municipal Engineer	Date
	10/13/11
Signature of Department Director	Date



To see all the details that are visible on the screen, use the "Print" link next to the map.



City Clerk File No. Ord. 11-139

Agenda No. 3.N - 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 11-139

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 117 ATLANTIC STREET; 142 BERGEN AVENUE; 130-132 BROADWAY; 301 CLERK STREET; 102 CONGRESS STREET; 214-216 GRANT AVENUE; 153-155 HIGHLAND AVENUE; 489 LIBERTY AVENUE; 124 MERCER STREET; 41 MORTON PLACE; 230-232 PINE STREET; 117-119 TERRACE AVENUE; 81 VAN NOSTRAND AVENUE; 117-121 WADE STREET; 68A-68 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 248 FOWLER AVENUE AND AT 309 WINFIELD AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 347 STEGMAN PARKWAY**

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

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code is hereby supplemented as follows:

Section 332-29 Disabled Parking Manual  
Section 332-69 Restricted parking zones in front of or near residences of disabled drivers.

### PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

<u>Angrani Balraj</u>	<u>117 Atlantic Street</u>
<u>Alexander Jimenez</u>	<u>142 Bergen Avenue</u>
<u>Hussein Gouda</u>	<u>130-132 Broadway</u>
<u>Solomon Wade</u>	<u>301 Clerk Street</u>
<u>Antonio Plaza</u>	<u>102 Congress Street</u>
<u>Rene Fuentes [Remedios Reside]</u>	<u>248 Fowler Avenue</u>
<u>Christopher Hayes</u>	<u>214-216 Grant Avenue</u>
<u>Caralos Gamboa Jr.</u>	<u>153-155 Highland Avenue</u>
<u>Gary Schaffner</u>	<u>489 Liberty Avenue</u>
<u>Jennifer Herrmann</u>	<u>124 Mercer Street</u>
<u>Mozell Evans</u>	<u>41 Morton Place</u>
<u>Josefina Fontanez</u>	<u>230-232 Pine Street</u>
<u>Frank Busnelli</u>	<u>117-119 Terrace Avenue</u>
<u>Grady Carpenter</u>	<u>81 Van Nostrand Avenue</u>
<u>Cem Kipri</u>	<u>117-121 Wade Street [347 Stegman Parkway]</u>
<u>Daniel Butler [Florence Botti]</u>	<u>309 Winfield Avenue</u>
<u>Anita McCarthy</u>	<u>68-68A Zabriskie Street</u>

Continued.....

JDS:PCL  
(10.13.11)

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

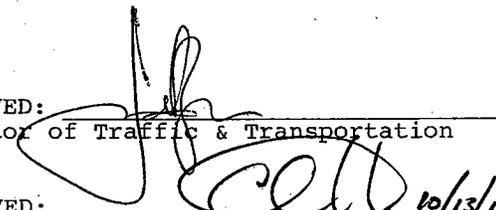
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

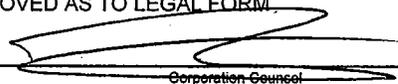
4. This ordinance shall take effect at the time and in the manner as prescribed by law.

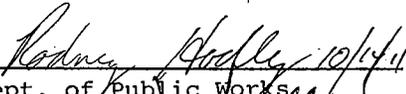
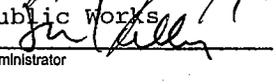
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

JDS:pcl  
(10.13.11)

APPROVED:   
Director of Traffic & Transportation  
APPROVED:  10/13/11  
Municipal Engineer

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED:  10/14/11  
Director, Dept. of Public Works  
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:**

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 117 ATLANTIC STREET; 142 BERGEN AVENUE; 130-132 BROADWAY; 301 CLERK STREET; 102 CONGRESS STREET; 214-216 GRANT AVENUE; 153-155 HIGHLAND AVENUE; 489 LIBERTY AVENUE; 124 MERCER STREET; 41 MORTON PLACE; 230-232 PINE STREET; 117-119 TERRACE AVENUE; 81 VAN NOSTRAND AVENUE; 117-121 WADE STREET; 68A-68 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 248 FOWLER AVENUE AND AT 309 WINFIELD AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 347 STEGMAN PARKWAY

**2. Name and title of person initiating the ordinance:**

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works on behalf of the Municipal Council Committee for Disabled Parking

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

Designate a reserved parking space for the disabled at various locations throughout the City, for those disabled individuals whose applications have been reviewed and approved by The Municipal Council Committee for Disabled Parking. Remove from the Disabled Parking Manual reserved parking signs that are no longer warranted and the signs have been removed.

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

To provide a reserved parking space for a disabled individual who has documented that his or her disability is severe enough to limit his mobility or so severe that he or she cannot be left unattended while the designated driver brings the vehicle to him or her or parks the vehicle.

**5. Anticipated benefits to the community:**

Allow those disabled individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space designated at his or her residence, therefore, improving the quality of his or her life.

**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 \$200.00 per sign/post installation for an approximate total of \$6,800.00  
31 disabled parking signs @ \$100.00 ea. \$3,100.00  
27 channels (approximate count) @ \$100.00 ea. \$2,700.00

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

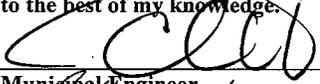
Twenty days after adoption by the Jersey City Municipal Council

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

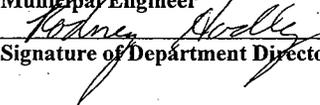
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation ex. 4492

**10. Additional comments:**

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

10/13/11  
Date

  
Signature of Department Director

10/14/11  
Date



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-140

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-22 (PARKING PROHIBITED AT ALL TIMES) REPEALING THE NO PARKING ANYTIME PROHIBITION ON THE NORTH SIDE OF BAY STREET, BEGINNING 240 FEET WEST OF THE WESTERLY CURB LINE OF PROVOST STREET TO MARIN BOULEVARD; EXTENDING THE NO PARKING PROHIBITION ON THE NORTH SIDE OF MORGAN STREET FROM PROVOST STREET, EAST TO WARREN STREET; REPEALING THE NO PARKING ANY TIME PROHIBITION ON BOTH SIDES OF PROVOST STREET, SECOND STREET TO MORGAN STREET; DESIGNATE NO PARKING ANY TIME ON THE WEST SIDE OF PROVOST STREET FROM BAY STREET TO MORGAN STREET AND REPEALING THE NO PARKING ANY TIME PROHIBITION ON SECOND STREET, BOTH SIDES, PROVOST STREET TO MARIN BOULEVARD AND ON THE NORTH SIDE, WARREN STREET TO WASHINGTON STREET; AMENDING SECTION 332-27 (ANGLE PARKING) REPEALING ANGLE PARKING ON THE NORTH SIDE OF FIRST STREET FROM WASHINGTON STREET TO WARREN STREET, 90 DEGREES; SUPPLEMENTING ARTICLE VII(METERED PARKING) AMENDING SECTION 332-48 (DESIGNATION OF PARKING SPACES) DESIGNATING THE NORTH SIDE OF MORGAN STREET, GREENE STREET TO WASHINGTON STREET, AS METERED PARKING; AND AMENDING SECTION 332-57(ON-STREET PERMIT PARKING ZONES) DESIGNATING ON-STREET PERMIT PARKING, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 7:00 P.M. EXCEPT HOLIDAYS ON THE SOUTH SIDE OF MORGAN STREET, WASHINGTON STREET TO GREENE STREET AND ON WASHINGTON STREET FROM COLUMBUS DRIVE TO STEUBEN STREET**

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

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing And Stopping) of the Jersey City Code is hereby supplemented as follows:

**Section 332-22 - Parking prohibited at all times.**  
No person shall park a vehicle on any of the streets or parts thereof described.

Name of Street	Side	Limits
Bay St	[North	240 feet west of the westerly curb line of Provost St to Marin Blvd]
	South	130 feet west of the westerly curb line of Provost St to Marin Blvd
Morgan St	North	Marin Blvd to [Provost St] Warren St
	South	Warren [Av] St to Washington St

Continued.....  
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(10.11.11)

**Section 332-22 Parking prohibited at all times.**

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

Name of Street	Sides	Limits
Provost St	[Both West	Second St to Morgan St Bay St to Morgan St
[Second St	Both North	Provost St to Marin Blvd Warren St to Washington St]

**Section 332-27. Angle parking**

No person shall park a vehicle upon any of the streets or parts thereof listed below except at the angle designated.

Name of Street	Side	Angle (degrees)	Limits
[First St	North	90	Washington St and Warren St]

2. Chapter 332 (Vehicles and Traffic) Article VII (Metered Parking) of the Jersey City Code is hereby supplemented as follows:

**Section 332-48 Designation of parking spaces.**

**A. On-street parking meter zones.**

Parking or standing a vehicle in a parking meter space in the on-street parking meter zones described below shall be lawful during the hours specified only upon the deposit of such amount as is indicated for each specified period of time:

Name of Street	Limits	Parking Meter Zones
Morgan St	North side;	Greene St to Washington St

**Section 332-57 On-street permit parking zones.**

The following public streets are established as on-street permit parking zones:

The monthly permit parking zone will be in effect from 7:00 a.m. to 7:00 p.m., Monday through Friday, except holidays, for the following streets.

Name of Street	Limits
Columbus Dr	Marin Blvd to Hudson St
Hoboken Av	South side; beginning at a point 73 feet east of Oakland Av and extending to Baldwin Av
Hoboken Av	North side; beginning at a point 246 feet east of Oakland Av and extending to Baldwin Av
Morgan St	South side; Washington St to Greene St
Steuben St	Entire length
Warren St	From Montgomery St to Morgan St
Washington St	From Montgomery St to [Columbus Dr] Steuben St

Continued.....  
JDS:pcl  
(10.11.11)

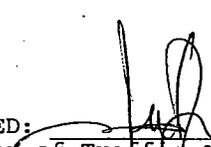
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. 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.

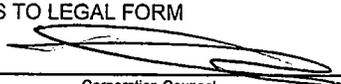
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

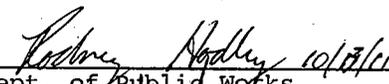
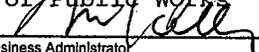
**NOTE:** All new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

JDS:pcl  
(10.11.11)

APPROVED:   
Director of Traffic & Transportation

APPROVED:   
Municipal Engineer

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

APPROVED:   
Director, Dept. of Public Works  
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 III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-22. (PARKING PROHIBITED AT ALL TIMES) REPEALING THE NO PARKING ANYTIME PROHIBITION ON THE NORTH SIDE OF BAY STREET, BEGINNING 240 FEET WEST OF THE WESTERLY CURB LINE OF PROVOST STREET TO MARIN BOULEVARD; EXTENDING THE NO PARKING PROHIBITION ON THE NORTH SIDE OF MORGAN STREET FROM PROVOST STREET, EAST TO WARREN STREET; REPEALING THE NO PARKING ANY TIME PROHIBITION ON BOTH SIDES OF PROVOST STREET, SECOND STREET TO MORGAN STREET; DESIGNATE NO PARKING ANY TIME ON THE WEST SIDE OF PROVOST STREET FROM BAY STREET TO MORGAN STREET AND REPEALING THE NO PARKING ANY TIME PROHIBITION ON BOTH SIDES OF SECOND STREET, PROVOST STREET TO MARIN BOULEVARD AND ON THE NORTH SIDE, WARREN STREET TO WASHINGTON STREET; AMENDING SECTION 332-27 (ANGLE PARKING) REPEALING ANGLE PARKING ON THE NORTH SIDE OF FIRST STREET FROM WASHINGTON STREET TO WARREN STREET, 90 DEGREES; SUPPLEMENTING ARTICLE VII(METERED PARKING) AMENDING SECTION 332-48 (DESIGNATION OF PARKING SPACES) DESIGNATING THE NORTH SIDE OF MORGAN STREET, GREENE STREET TO WASHINGTON STREET, AS METERED PARKING; AND AMENDING SECTION 332-57(ON-STREET PERMIT PARKING ZONES) DESIGNATING ON-STREET PERMIT PARKING, MONDAY THROUGH FRIDAY, 7:00 A.M. TO 7:00 P.M. EXCEPT HOLIDAYS ON THE SOUTH SIDE OF MORGAN STREET, WASHINGTON STREET TO GREENE STREET AND ON WASHINGTON STREET FROM COLUMBUS DRIVE TO STEUBEN STREET**

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation Department of Public Works at the request of Councilman Fulop on behalf of the constituents in the PAD District

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

Repeal the "no parking any time" prohibition on the north side of Bay St beginning 240 feet west of Provost St extending to Marin Blvd.  
Extend the "no parking any time" prohibition on the north side of Morgan St from Provost St east to Warren St  
Repeal the "no parking any time" prohibition on both sides of Provost St from Second St to Morgan St  
Designate a "no parking any time" prohibition on the west side of Provost St from Bay St to Morgan St  
Repeal the "no parking any time" prohibition on both sides of Second St from Provost St to Marin Blvd and on the north side of Second St from Warren St to Washington St  
Repeal the 90 degree angle parking on the north side First St from Washington St to Warren St  
Designate metered parking on the north side of Morgan St from Greene St to Washington St  
Designate an On-street permit parking zone on the south side of Morgan St from Washington St to Greene St and extend the On-street permit parking zone on the Washington St from Columbus Dr to Steuben St

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

Increase parking availability on the streets in the PAD neighborhood for use by the residents in the area.  
Designate metered parking on the north side of Morgan St to accommodate the commercial business in the Trump building.  
Prevent commuters from occupying parking spaces in the PAD District.  
Have Chapter 332 of the City Code match what exists on the street.

**5. Anticipated benefits to the community:**

Increase traffic safety in the PAD neighborhood, increase available parking to residents of the PAD neighborhood, and provide for metered parking on Morgan St.

**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 \$200 for the channel/sign installation.

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

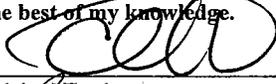
Twenty days after adoption by the Jersey City Municipal Council

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

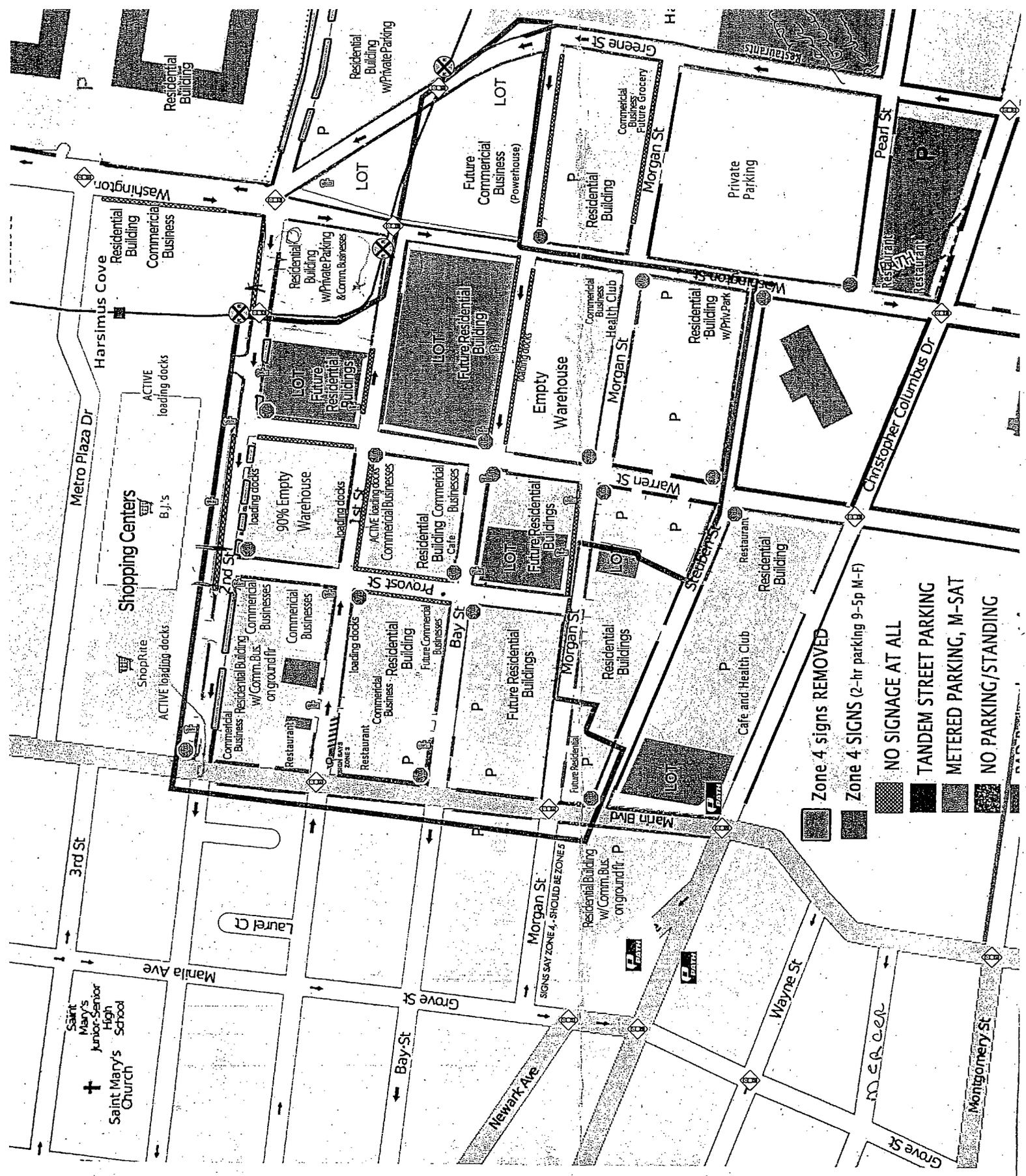
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works  
201.547.4492

**10. Additional comments:**

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

	10/13/11
_____ Municipal Engineer	_____ Date
	10/13/11
_____ Signature of Department Director	_____ Date

NORTH



- Zone 4 signs REMOVED
- Zone 4 SIGNS (2-hr parking 9-5p M-F)
- NO SIGNAGE AT ALL
- TANDEM STREET PARKING
- METERED PARKING, M-SAT
- NO PARKING/STANDING

SIGNS SAY ZONE 4 - SHOULD BE ZONE 3