

City Clerk File No. Ord. 11-090

Agenda No. 3.B 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-090

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE ZONING MAP OF THE LAND DEVELOPMENT ORDINANCE
EXPANDING THE RESTAURANT OVERLAY ZONE**

WHEREAS, the Municipal Council, pursuant to NJSA 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, the Land Use Element of the Jersey City Master Plan references the creation of a "restaurant row" through the adoption of the Restaurant Overlay Zone (ROZ) within the downtown Newark Avenue Neighborhood Commercial District; and

WHEREAS, a Master Plan Reexamination Report recommending the expansion of the ROZ boundaries was adopted by the Planning Board on July 26, 2011; and

WHEREAS, amendments to the Zoning map implementing the recommendations of the Reexamination Report were recommended by the Planning Board for adoption by the Municipal Council on July 26, 2011; and

WHEREAS, the subject map amendments are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

WHEREAS, the City Planning Division has given notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning Board;

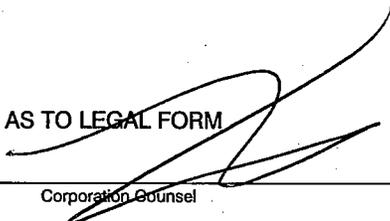
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

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- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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. 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.

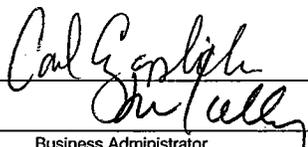

Robert D. Cotter, AICP, PP, Director

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED:

APPROVED:


Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE ZONING MAP OF THE LAND DEVELOPMENT ORDINANCE EXPANDING THE RESTAURANT OVERLAY ZONE

2. Name and Title of Person Initiating the Ordinance, etc.:

Carl Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Plan Proposed in the Ordinance:

It expands the boundaries of the Restaurant Overlay Zone west along Newark Avenue south along Jersey Avenue, and south along Grove Street.

4. Reasons (Need) for the Proposed Program, Project, etc.:

The expanded boundaries reflect already existing restaurant development along Jersey and Newark Avenues and Grove Street and will encourage increased restaurant development along Newark Avenue.

5. Anticipated Benefits to the Community:

It will increase opportunities for small business expansion to meet the growing demand for restaurants in downtown Jersey City.

6. Cost of Proposed Plan, etc.:

None

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

9. Persons Responsible for Coordinating Proposed Program, Project, etc.:

Carl Czaplicki, Director, Dept of HEDC
Robert D. Cotter, City Planning Director
Nick Taylor, Acting Director, Division of Zoning

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

2 Aug 2011
Date


Department Director Signature

8/2/11
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE ZONING MAP OF THE LAND DEVELOPMENT ORDINANCE EXPANDING THE RESTAURANT OVERLAY ZONE

This Ordinance will expand the boundaries of the Restaurant Overlay Zone west along Newark Avenue south along Jersey Avenue, and south along Grove Street.

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

ORDINANCE NO. Ord. 11-090
 TITLE: 3.B. AUG 1 0 2011 4.A. AUG 3 1 2011



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the zoning map of the land development ordinance expanding the Restaurant Overlay Zone.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 1 0 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 3 1 2011 9-0											
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

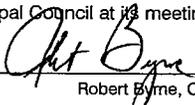
RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

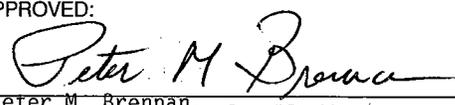
✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 3 1 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

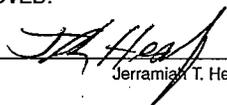
✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 1 0 2011
 Adopted on second and final reading after hearing on AUG 3 1 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 3 1 2011

 Robert Byrne, City Clerk

APPROVED:

 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 3 1 2011
 APPROVED:

 Jerramiah T. Healy, Mayor

Date SEP -9 2011

Date to Mayor AUG 3 1 2011

City Clerk File No. Ord. 11-091

Agenda No. 3.C 1st Reading

Agenda No. 4.B. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-091

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN TO PERMIT EMERGENCY AND AMBULANCE DISPATCH CENTERS AND TO REMOVE OUTDATED PROCEDURES FROM THE PLAN

WHEREAS, the Municipal Council of the City of Jersey City, adopted the Montgomery Gateway Redevelopment Plan in August of 1978 and it has been amended several times since; and

WHEREAS, the Planning Board, at its meeting of July 12, 2011, determined that the Montgomery Gateway Redevelopment Plan would benefit from amendments to permit emergency and ambulance dispatch centers in the Commercial Reuse District; and

WHEREAS, the Planning Board also determined that the age of the Plan has resulted in outdated procedures and language that should be removed to bring the Plan to modern standards; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Montgomery Gateway Redevelopment Plan is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

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

BE IT FURTHER ORDAINED THAT:

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

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN TO PERMIT EMERGENCY AND AMBULANCE DISPATCH CENTERS AND TO REMOVE OUTDATED PROCEDURES FROM THE PLAN

2. Name and Title of Person Initiating the Ordinance, Resolution, etc.:

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

The amendment will add permit Emergency and ambulance dispatch centers in the Commercial Reuse district of the Redevelopment Plan. Additionally, outdated procedures outlined in the plan have been removed to bring it up to modern standards.

4. Reasons (Need) for the Proposed Program, Project, etc.:

To retroactively permit the already-existing ambulance dispatch center.

5. Anticipated Benefits to the Community:

Accommodation of a service important to the community and reuse of a building which may otherwise remain vacant.

6. Cost of Proposed Program, Project, etc.:

No expense to the city. All work done by in house staff.

7. Date Proposed Program or Project will commence:

Upon approval of the redevelopment plan amendment.

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050
Kristin Russell, City Planning 547-5010

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

July 14, 2011
Date


Department Director Signature

7/14/11
Date

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

ORDINANCE NO. Ord. 11-091
 TITLE: 3.C. AUG 10 2011 4.B. AUG 31 2011



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Montgomery Gateway Redevelopment Plan to permit Emergency and Ambulance Dispatch Centers and to remove outdated procedures from the plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>SOTTOLANO</u>				moved, seconded by Councilperson <u>GAUGHAN</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne, City Clerk

APPROVED: Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011
 APPROVED: Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date: SEP - 8 2011

Date to Mayor AUG 31 2011

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN TO PERMIT EMERGENCY AND AMBULANCE DISPATCH CENTERS AND TO REMOVE OUTDATED PROCEDURES FROM THE PLAN

The amendment will add permit Emergency and ambulance dispatch centers in the Commercial Reuse district of the Redevelopment Plan. Additionally, outdated procedures outlined in the plan have been removed to bring it up to modern standards.

Montgomery Gateway Redevelopment Plan

Adopted: August 1978

Amended: July 1979

January 1980

June 1982

December 1982

December 1983

April 1986

March 1987

May 1998

May 11, 2011

Recommended by Planning Board 7/12/11

I. DESCRIPTION OF PROJECT BOUNDARY DESCRIPTION

AMENDED BOUNDARIES: Dated September 20, 1978
 Dated January 24, 1980

BLOCKS: 306,307,343,344,345,376,377,378,379,380,381,403,404,405,406,425,2142

BEGINNING, at a point at the intersection of the centerline of Grand Street and Bates Street, thence in a northerly direction along the arching centerline of Bates Street to a point at its intersection with the centerline of Colgate Street, thence in a northerly direction along the centerline of Colgate Street to a point at its intersection with the centerline of York Street, thence in a westerly direction along the centerline of York Street to a point at its intersection with the centerline of Center Street, thence in a northerly direction along the centerline of Center Street to a point at its intersection with the centerline of Montgomery Street, thence in an easterly direction along the centerline of Montgomery Street to a point at its intersection with the centerline of Colgate Street, thence in a northerly direction along the centerline of Colgate Street to a point at its intersection with the centerline of Mercer Street, thence in an easterly direction along the centerline of Mercer Street to a point at its intersection with the centerline of Brunswick Street, thence in a northerly direction along the centerline of Brunswick Street to a point at its intersection with the centerline of Wayne Street, thence in an easterly direction along the centerline of Wayne Street to a point at its intersection with the extension of the western lot line of Plot B, Block 381, thence in a southerly direction along the western lot line of Plot B, Block 381, to a point at its intersection with the southern lot line of Plot B, Block 381, thence in an easterly direction along the southern lot line of Plot B, Block 381 to a point at its intersection with the western lot line of F -1 Block 381, thence in a southerly direction along the eastern lot line of Lot F -1, Block 381 to a point at its intersection with the southern lot line of Lot F -1, Block 381, across Monmouth Street to a point at its intersection with the eastern lot line of Lot N, Block 345, thence in a southerly direction along the eastern lot line of Lot N, Block 345 to a point at its intersection with the centerline of Mercer Street, thence in an easterly direction along the centerline of Mercer Street to a point at its intersection with the extension of the eastern lot line of Lot 11, Block 344 thence in a southerly direction along the eastern lot line of Lot 11, Block 344 to a point at its intersection with the southern lot line of Lot 11, Block 344, thence in an easterly direction along the southern lot line of Lot 11, Block 344 to a point at its intersection with the eastern lot line of Lot 20, Block 344, thence in a southerly direction along the eastern lot line of Lot 20, Block 344 to a point at its intersection with the centerline of Montgomery Street, thence in an easterly direction along the centerline of Montgomery Street to a point at its intersection with the extension of the western lot line of Lot 24, Block 307, thence in a northerly direction along the western lot line of Lot 24, Block 307, to a point at its intersection with the northern lot line of Lot 24, Block 307, thence in an easterly direction along the northern lot line of Lot 24, Block 307, to a point at its intersection with the eastern lot line of Lot 0, Block 307, thence in a southerly direction along the eastern lot line of Lot 0, Block 307, to a point at its intersection with the centerline of Montgomery Street, thence in a westerly direction along the centerline of Montgomery Street to a point at its intersection with the extension of the eastern line lot of Lot A, Block 306 to a point at its intersection with the southern lot line of Lot A, Block 306, thence in a westerly direction along the southern lot line of Lot A, Block 306, to a

point at its intersection with the western lot line of Lot 4, Block 306, thence in a northerly direction along the western lot line of Lot 4, Block 306 to a point at its intersection with the centerline of Montgomery Street, thence in a westerly direction along the centerline of Montgomery Street to a point at its intersection with the extension of the western lot line of Lot 13, Block 343, thence in a southerly direction along the western lot line of Lot 13, Block 343 to a point at its intersection with the southern lot line of Lot 13, Block 343, thence in an easterly direction along the southern lot line of Lot 13, Block 343 to a point at its intersection with the eastern lot line of Lot 20, Block 343, thence in a southerly direction along the eastern lot line of Lot 20, Block 343, across York Street to a point at its intersection with the northern lot line of Lot R, Block 342, thence in a westerly direction along the northern lot line of Lot R, Block 342 to a point at its intersection with the western lot line of Lot R, Block 342, thence in a southerly direction along the western lot line of Lot R, Block 342 to a point at its intersection with the southern lot line of Lot R, Block 342, thence in an easterly direction along the southern lot line of Lot R, Block 342 to a point at its intersection with the centerline of Varick Street, thence in a southerly direction along the centerline of Varick Street to a point at its intersection with the centerline of Bright Street, thence in a westerly direction along the centerline of Bright Street to a point at its intersection with the centerline of Monmouth Street, thence in a southerly direction along the centerline of Monmouth Street to a point at its intersection with the centerline of Grand Street, thence in a westerly direction along the centerline of Grand Street, to a point at its intersection with the centerline of Bates Street, the point and place of BEGINNING.

II. REDEVELOPMENT PLAN GOALS AND OBJECTIVES

Renewal activities for the Montgomery Street Project will be undertaken in conformity with, and will be designed to meet the following goals and objectives of the Redevelopment Plan.

A. GOALS

- 1) To comprehensively redevelop the Montgomery Street Project Area through selective restoration and rehabilitation of existing residential, commercial and industrial uses, by the elimination of negative and blighting influences and by providing new construction and site improvements where appropriate.
- 2) To provide for a variety of residential uses and housing types for both existing residents and prospective occupants in order to meet the housing needs of low, moderate and upper income households.
- 3) To effectively achieve quality historic preservation of architecturally significant structures located within the project area and to minimize the alteration of such structures where feasible.
- 4) To provide for the improvement of the functional and physical layout of the project area for contemplated redevelopment and the removal of impediments for land disposition.

5) To provide for the overall improvement of traffic circulation through the elimination of unnecessary streets wherever possible, and the development of new vehicular and pedestrian circulation systems which provide for the separation of vehicular and pedestrian traffic, as well as to provide for the maximum use of public transportation.

6) To provide for the maximization of private investment through the attraction of qualified developers capable of securing private financing commitments.

7) To provide for the stabilization and the increase of the tax base of the project area and the entire city by redeveloping non-revenue producing areas and by reestablishing investment confidence on the part of existing and future residents both within the area and in contiguous neighborhoods.

8) To provide for the coordination of redevelopment activities to promote a uniform attack on blight which reinforces already existing renewal and improvement programs in adjacent areas in accordance with a plan that integrates the Montgomery Street Project with the existing physical and social fabric of the City of Jersey City.

B. OBJECTIVES

1) To rehabilitate a portion of multi-family residential rental units for low and moderate income households through the use of Jersey City's Section 8 Demonstration Rehab allocation.

2) To construct new family housing for home ownership through a combination of private development financing and the selective use of Section 235 assistance.

3) To construct new residential rental housing for low and moderate income families through the Section 8 program.

4) To assist private owner occupants who wish to improve their structures through a rehabilitation incentive program.

5) To provide construction related (temporary) jobs, and permanent jobs through housing rehabilitation and construction of new housing and public improvements.

6) To assist small neighborhood commercial uses by providing relocation opportunities for the few commercial businesses located in the area designed for new residential development.

7) To provide necessary site improvements for both proposed and existing residential uses as well as commercial and industrial firms, including new streets and sidewalks, street alignment, off-street parking, open space, pedestrian malls, recreational areas, new trees and selected planting materials where necessary.

8) To provide for shopping and office facilities designed to serve the needs of the immediate neighborhood.

9) To promote balanced development in accordance with the Fair Housing Act, NJSA 52:27d-311, and the housing element and fair share plan of the city of Jersey City Master Plan.

III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Montgomery Street Project through a combination of redevelopment actions. These will include but not be limited to: 1) clearance of dilapidated structures; 2) retention and construction of sound compatible uses; 3) assembly into developable parcels the vacant and underutilized land now in scattered and varied ownership; and 4) provisions for a full range of public infrastructure necessary to service and support the new community.

IV. REHABILITATION OBJECTIVES

A portion of the areas designated for rehabilitation contain properties recognized by the City of Jersey City as being of a historic nature. These parcels are located in what is commonly referred to as the Van Vorst Park Historic District. Therefore, in order to preserve the character and special identity of these structures, and others of a similar nature throughout the balance of the study area, the following fundamental concepts shall be followed to the extent possible.

A. Rehabilitation work shall not destroy the distinguishing qualities or character of the property and/or its environment. The removal or alteration of any historic material or architectural features shall not be permitted. The structure's historic characteristics shall be rebuilt to its original profile, to the maximum extent possible.

B. Deteriorated architectural features shall be repaired and restored rather than replaced, wherever possible. In the event that replacement becomes necessary, the new material shall match the material being replaced in composition, design, color, texture and other visual qualities.

Repair or replacement of missing architectural features shall be based upon accurate duplications of original features, substantiated by physical or pictorial evidence rather than on conjectural designs.

C. Distinctive stylistic features or examples of skilled craftsmanship which characterize older structures and often predate the mass production of building materials, shall be treated with sensitivity and preserved where feasible.

D. All structures shall be recognized as products of their time period. Alterations to create modern appearances shall be prohibited.

E. Contemporary design of new construction in old neighborhoods and additions to existing buildings or landscaping shall not be discouraged if such design is compatible with the size, scale, color, material and character of the neighborhood, building, or its environment.

F. Wherever possible, new additions or alterations to buildings shall be constructed in such a manner that if removed at a future date, the essential form and integrity of the original structure will be unimpaired.

G. Elevators shall be installed where feasible in buildings of four (4) or more stories. A single elevator may be used to service more than one structure, if proper access is provided to all units, and the ingress and egress to both the buildings and apartments are acceptable to the Jersey City Division of Planning.

H. The obsolete "railroad room" arrangement shall be eliminated to provide for the more efficient use of interior space in terms of light and fresh air. Interior demolition may be required to ensure proper light and ventilation.

I. Rear facades of existing structures shall be improved so as to provide an attractive view from the associated parking areas. Proper access shall also be provided from the parking area to the building interior.

V. BUILDING DESIGN OBJECTIVES FOR NEW CONSTRUCTION

A. All structures within the project area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air, and usable open space, access to public right-of-ways and off-street parking, height and bulk.

B. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.

C. Buildings should be designed so as to be attractive from all vantage points.

~~D. Building setbacks should be varied to the extent practicable in order to provide an interesting interplay of buildings and open space.~~

~~D.E.~~ Access by the elderly, physically handicapped and/or disabled shall be encouraged. Design standards shall meet, at a minimum, federal and state regulations

VI. SPECIFIC OBJECTIVES

The following objectives shall apply to the entire study area. The proposals for each reuse parcel shall also conform, where appropriate, to the General Goals and Objectives discussed previously.

A. SUBMISSION OF REDEVELOPMENT PROPOSALS

Prior to commencement of construction, architectural drawings, specifications, and site plans for the construction of improvements to the redevelopment area shall be submitted by the developers for review and approval by the Planning Board of the City of Jersey City ~~and the Board of Commissioners of the Jersey City Redevelopment Agency.~~

B. ADVERSE INFLUENCES

No use or reuse shall be permitted, which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxic or noxious fumes, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, obnoxious dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

C. RESTRICTION OF OCCUPANCY OR USE

There shall be no restriction of occupancy or use of any of the project area on the basis of race, creed, color or national origin.

D. CIRCULATION AND OPEN SPACE DESIGN OBJECTIVES

Unless paved, all open space areas shall be landscaped and maintained in an attractive condition.

Open spaces for both residential rehabilitation and new construction shall be provided where feasible and be so located as to provide for maximum usability by tenants, and to create a harmonious relationship of buildings and open space through the project area.

Sidewalk areas shall be adequately provided for the movement of pedestrians through and around the site.

Sidewalk areas shall be attractively landscaped and durably paved and shall be provided with adequate lighting.

Trees and shrubs shall be planted along the curb line at not more than 30 foot centers ~~or in groupings~~, in a regularly spaced pattern to further increase the aesthetic quality of redevelopment activities.

Areas designated as improved open space shall be in addition to all parking, loading, yard and setback requirements.

E. OFF-STREET PARKING AND LOADING OBJECTIVES

Off-street parking and loading areas shall be coordinate with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction to pedestrian walks and thorough-fares.

Any surface parking facilities shall be landscaped; large concentration of parking shall be avoided; poured in place concrete curbing shall be used in parking areas to prevent vehicles from encroaching upon planted areas.

All parking and loading areas abutting streets or residential zones shall be landscaped about their periphery with berms, shrubs, trees and/or ground cover.

All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded, paved with a durable dust-free surface, adequately drained, well landscaped, and all access points shall be defined and limited in accordance with the zoning *Land Development* Ordinance of the City of Jersey City.

F. LANDSCAPE DESIGN STANDARDS

All open space, including yards, shall be landscaped with lawns, trees, shrubbery and other appropriate plant material, unless said open space is specifically designated for other activities which require paving or other treatment. All screen planting shall be evergreen and only species with proven resistance to the urban environment in this area will be acceptable.

Screen planting shall be a minimum of four (4) feet high. Material shall be planted, balled, and burlapped and be heavy and of specimen quality as established by the American Association of Nurserymen.

At initial planting the material shall provide a screen from the top of the screen from the top of the shrub to within six (6) inches of grade. Other plant materials shall be heavy and of specimen quality determined as above. All trees shall be a minimum of three and one-half (3-1/2) inches in caliper. All plants, trees and shrubs shall be installed in accordance with the Division of Planning planting schedules.

Prior to commencement of construction, architectural drawings, specifications, and site plans for the construction of improvements to the project area shall be submitted by the developers to the ~~Board of Commissioners of the Jersey City Redevelopment Agency and to the~~ Planning Board of the City of Jersey City for review and approval so that compliance of such drawings, specifications, and plans to the Redevelopment objectives can be determined.

G. Interim Uses

Interim uses *not to exceed three (3) years* may be established, subject to agreement by the developers with the Planning Board, that such uses will not have an adverse effect upon existing or contemplated development during the interim use period.

H. Underground Utility Placement

All utility distribution lines and utility service connections from such lines to the project area individual uses shall be located underground.

VII. GENERAL PROVISIONS

A. The regulations and controls in this section (Section VII General Provisions) will be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.

B. The redeveloper shall begin and complete the development of land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time was determined in the said disposition contract between the Jersey City Redevelopment Agency and the designated developer.

C. The redeveloper shall agree to retain the interest acquired in the project land until the completion of the construction and development in the area required by this plan and the disposition instruments, and the redeveloper shall further agree not to sell, lease, or otherwise transfer the interest acquired or any part thereof without prior written approval of the Jersey City Redevelopment [Plan.] Agency.

D. No covenant, lease, conveyance or other instrument shall be affected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency or the redeveloper upon the basis of race, creed, color, or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments.

E. No building shall be constructed over an easement in the project area without prior written approval of the ~~Jersey City Redevelopment Agency and the Jersey City Department of Engineering~~.

F. ~~The Jersey City Redevelopment Agency and the Jersey City Planning Board shall specifically reserve the right to review and approve the Redevelopers' plans and specifications with respect to their conformance to the Redevelopment Plan. Such a review shall be on the basis of a site plans and/or construction plans submitted to both departments. No additional construction or alteration to existing or proposed construction shall take place until a site plan reflecting such additional or revised construction shall have been submitted to, and approved by, both the Jersey City Redevelopment Agency and the Planning Board. This pertains to revisions or additions prior to, during and after completion of the improvements.~~

Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.

As part of any site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees

shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

~~Site Plan review shall be conducted by the Jersey City Planning Board pursuant to N.J.S.A. 40:55D-1 et. al. Site plan review shall consist of a preliminary site plan application and a final site plan application.~~

~~Preliminary site plan approval shall entitle an applicant to building permits. Final site plan approval shall not be submitted unless or until a development is substantially completed. No certificate of occupancy of any type shall be issued for such a development unless or until the Planning Board of the City of Jersey City has given final site plan approval. As part of the final site plan approval, the Jersey City Planning Board may require a developer to furnish performance guarantees pursuant to N.J.S.A. 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City and in a form approved by either the Corporation Counsel of the City of Jersey City or the Planning board attorney of the City of Jersey City.~~

~~The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of improvements within one (1) year of final site plan approval.~~

Any subdivision of lots and parcels of land within the redevelopment area shall be in accordance with the requirements of this plan and the land subdivision ordinance of the City of Jersey City.

G. The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of (40) years from the date of approval of this plan by the City Council of the City of Jersey City.

H. All residential redevelopment proposals and construction plans shall meet applicable F.H.A. and/or M.F.A. minimum room size requirements prior to approval by the Redevelopment Agency and Planning Board.

VIII. GENERAL LAND USE PLAN

A. Land Use Map: Proposed land uses shall be shown on ~~Map Number 3~~ "Land Use Map".

B. Land Use Provisions and Building Requirements

1. Residential - New Construction District

a. Permitted Principal Uses

one (1), two (2), and three (3) family detached dwellings
one (1), and two (2) family attached dwellings
Garden Apartments

Townhouses
Single family rowhouse and two family rowhouses
Houses of Worship
Public Uses

b. Accessory Uses Permitted

Off-street parking and loading
Fences and walls
Designed open space
Utilities

c. Condition Uses

Professional offices
Retail stores as defined in this urban renewal plan

d. Regulations and Controls

Parcels designated residential shall be designed utilizing various materials to form a compatible overall architectural scheme.

Designed open space shall be developed as an integral part in the overall design scheme.

Houses of Worship shall be in accordance with the *Zoning Land Development Ordinance* of the City of Jersey City.

Where any questions arise in terms of definitions or terminology the *Land Development Zoning Ordinance* of the City of Jersey City shall govern.

Utilities shall be defined as: water, sewer, telephone, gas or electric service from a public or private utility company under the regulations of the New Jersey Public Utilities Commission.

e. Maximum Height

Residential uses shall not exceed four (4) stories or forty (40) feet.

Houses of Worship and Public Uses shall not exceed four (4) stories or forty (40) feet except that said building may have additional stories up to sixty (60) feet in height over not more than 50% of the foundation area.

f. Area, Yard and Bulk

One, two, and three family detached dwellings:

Maximum Building Coverage: 60%
Minimum Lot Width: 30 feet
Minimum Lot Depth: 80 feet
Minimum Lot Area: 2,400 square feet
Maximum Density: 35 units per acre
Minimum Front Yards: 5 feet
Minimum Side Yards: 5 feet (each side)
Minimum Rear Yards: 10 feet

One and two Family attached dwellings:

Maximum Building Coverage: 70%
Minimum Lot Width: 20 feet
Minimum Lot Depth: 80 feet
Minimum Lot Area: 1,600 square feet
Maximum Density: 40 units per acre
Minimum Front Yards: 5 feet
Minimum Side Yards: 0 feet (each side)
Minimum Rear Yards: 10 feet

Garden Apartments:

Maximum Building Coverage: 30%
Minimum Lot Width: 100 feet
Minimum Lot Depth: 100 feet
Minimum Lot Area: 10,000 square feet
Maximum Density: 75 units per acre
Minimum Front Yards: 25 feet
Minimum Side Yards: 20 feet
Minimum Rear Yards: 10 feet

Townhouses, rowhouses and two-family rowhouses:

Maximum Building Coverage: 70%
Minimum Lot Width: 14 feet/unit
Minimum Lot Depth: 30 feet
Minimum Lot Area: 1,100 sq. ft./unit
Maximum Density: 40.00 units/acre
Minimum Yards: Front 0 feet
Side 0 feet
Rear 10 feet

Townhouses, rowhouses, and two family rowhouses:*

Maximum Building Coverage: 70%

Minimum Lot Width: 14 feet/unit
Minimum Lot Depth: 50 feet
Maximum Density: 40 units/acre
Minimum Yards: Front 0 feet
Side 0 feet
Rear 10 feet

*Section 3a shall apply only to properties located within City Tax Block 405.

Houses of Worship:

Maximum Building Coverage: 50%
Minimum Lot Width: 100 feet
Minimum Lot Depth: 100 feet
Minimum Lot Area: 10,000 sq. ft.
Minimum Yards: Front 25 feet
Side 10 feet
Rear 25 feet

Public Uses:

Area, yard and bulk requirements shall not apply to existing structures that are to be rehabilitated. However, the developer shall be responsible for providing such yards where feasible. All rehabilitation proposals shall be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey City Redevelopment Agency.

Maximum Building Coverage: 80%
Minimum Lot Width: 20 feet
Minimum Lot Depth: 100 feet
Minimum Lot Area: 2,000 square feet

g. Minimum Off-Street Parking

All residential uses shall provide a minimum of 0.5 stalls per dwelling unit.

Houses of Worship shall provide one space per each ten (10) seats, not counting the first one hundred (100) seats. one seat shall be considered twenty-two (22) inches in calculating the capacity of pews or benches.

Public uses, excluding museums or related facilities, parks and playgrounds, shall be provided with a minimum of one (1) space per each 600 square feet of gross floor area, excluding the first 5,000 square feet of gross floor area for that use, plus one space for each official car assigned to that use.

h. Minimum Off-Street Loading: Off-street loading shall conform to Article IV of the Zoning ordinance of the City of Jersey City.

i. Maximum Sign Area

All residential uses one (1) sign not to exceed two (2) square feet.

Billboards are expressly prohibited throughout the entire Redevelopment Area.

Houses of Worship: one (1) sign not to exceed twenty (20) square feet.

Museums shall be permitted (2) two identification signs, each not to exceed (50) fifty square feet. They shall also be permitted additional banners, signs, flags, and other forms of announcements indicating educational or cultural special events, displays and services provided by the museum.

2. Residential - Rehabilitation District

a. Permitted Principal Uses

Multi-family rehabilitation and infill extension

Mixed use commercial/residential

Public Uses

Management offices for designated urban renewal developers

Community facilities for residential tenants of urban renewal development.

b. Accessory Uses Permitted

Off-street parking and loading

Fences and walls

Designed Open Space

Utilities

c. Conditional Uses: None permitted

d. Regulations and Controls

Parcels designated residential shall be designed utilizing various materials to form a compatible overall design scheme.

Designed open space shall be developed as an integral part in the overall design scheme and be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey city Redevelopment Agency.

Utilities shall be defined as water, sewer, telephone, gas or electric service from a public or private utility company under the regulations of the New Jersey Public Utilities Commission.

Offices as a home occupation shall be defined as places for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail sales are offered, and shall be limited to licensed doctors, lawyers, architects, engineers and planners, and limited to multi-family rehabilitation.

Each developer shall provide parking at a ratio of (.5) spaces per dwelling unit.

Yard requirements shall not apply to existing rehabilitation structures.

Mixed use residential/commercial, shall limit commercial activities to the ground floor, and provide separate ingress and egress for the residential uses and shall be limited to multifamily rehabilitation.

Multi-family rehabilitation shall refer to those existing apartment structures which are to be renovated into modern sanitary housing.

Retail sales of goods and services shall be defined as grocery stores and pharmacies, where all sales are under roof, cleaning establishments such as dry cleaners and Laundromats with attendants but in no instance shall bars, service stations, or auto body shops be considered retail shops.

Infill extensions refers to new construction added to existing multi-family buildings to be rehabilitated on sites previously occupied by structures of similar type.

e. Maximum Height

Residential uses shall not exceed five (5) stories.

Mixed use Residential/Commercial and Multi-family rehabilitation and infill extension shall not exceed five (5) stories.

f. Area, Yard and Bulk

Yard requirements shall not apply to existing residential structures that are to be rehabilitated. However, the developer shall be responsible for providing front, side and rear yards where feasible. All rehabilitation proposals shall be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey City Redevelopment Agency.

Public Uses:

Maximum Building coverage: 30%
Minimum Lot Width: 100 feet
Minimum Lot Depth: 100 feet
Minimum Lot Area: 10,000 sq. ft.
Minimum Yards: Front 25 feet
 Side 10 feet
 Rear 25 feet

g. Density

There shall be no maximum density except as regulated by the minimum acceptable F.H.A. and H.F.A. room size standards. Also all rehabilitation projects shall be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey City Redevelopment Agency.

h. Minimum Off-Street Parking

All residential uses shall be provided with a minimum of one-half (0.5) spaces per dwelling units. Such spaces may be leased offsite.

Retail sales limited to the ground floor of multi-family rehabilitation shall be provided with a minimum of one (1) space per six hundred (600) square feet of gross floor area.

Public uses, excluding museums or related facilities, parks and playgrounds, shall be provided with a minimum of one (1) space per each six hundred (600) square feet of gross floor area, excluding the first 5,000 square feet of gross floor area, plus one space for each official car assigned to that use.

Existing structures to be rehabilitated under this plan are exempt from the parking requirements. However, if the existing number of dwelling units is increased as part of the rehabilitation, a minimum of 0.5 parking spaces per swelling units shall be provided for those units in excess of the existing number of units such parking maybe leased off-site.

i. Minimum Off-Street Loading: Off-street loading shall conform to Article IV of the Zoning Ordinance of the City of Jersey City.

j. Maximum Sign Areas

One (1) sign not to exceed twenty (20) square feet for all public uses and utilities. This sign shall be attached to any building facade but shall not be located upon roof.

All residential uses and offices as a home occupation, one (1) sign not to exceed two (2) square feet.

Mixed use residential/commercial, one (1) sign not to exceed ten (10) square feet and/or one (1) banner not to exceed twenty-four (24) square feet, such banner shall conform to the regulations established in Section XI Definitions and shall be subject to approval by the Planning Board ~~and the Board of Commissioners of Redevelopment Agency of the City of Jersey City.~~

Billboards are expressly prohibited throughout the Redevelopment Area.

Museums shall be permitted (2) two identification signs, each not to exceed (50) fifty square feet. They shall also be permitted additional banners, signs, flags, and other forms of announcements indicating educational or cultural special events, displays and services provided by the museum.

3. Commercial Reuse District

a. Permitted Principal Uses

First floor residential unit(s)
Rehabilitation and infill extension of existing structures for use as a business incubator
Retail Sales
Office Uses
Financial Institution
Restaurants
Public Uses
Management offices for designated urban renewal developers.
Community facilities for residential tenants of urban renewal development.
Emergency and ambulance dispatch centers, including ambulance storage and maintenance

b. Accessory Uses Permitted

Residential units above first (1st) floor
Off-street parking and loading
Parking garages and lots

c. Conditional Uses: None permitted

d. Regulations and Controls

Retail sales of goods and services shall be defined as grocery stores, and pharmacies, where all sales are under roof, cleaning establishments such as dry cleaners and Laundromats with attendants, but in no instance shall bars, auto body shops, or service stations be considered retail sales.

Commercial operations for the sale of retail goods and services may have residential units located above the first floor provided: (1) the residential units shall be provided with separate ingress and egress other than that which is used for the purposes of the commercial operations; and 2) the parking for residential dwelling units shall be counted separate and apart from any commercial parking.

Public uses shall be limited to parks, playgrounds, museums and associated accessory cultural facilities, and governmental uses.

e. Maximum Height

Rehabilitated structures four (4) stories or fifty five (55) feet in height.

Commercial buildings, community facilities and management offices three (3) stories

f. Area: Yard and Bulk

Area, yard and bulk requirements shall not apply to existing commercial rehabilitation structures that are to be rehabilitated. However, the developer shall be responsible for providing such yards where feasible. All rehabilitation proposals shall be subject to approval by both the Planning Board and the Board of Commissioners of the Jersey City Redevelopment Agency. All other new commercial buildings, community facilities, or management offices, shall conform to the following regulations:

Maximum Building Coverage: 80%

Minimum Lot Width: 20 feet

Minimum Lot Depth: 100 feet

Minimum Lot Area: 2,000 square feet

g. Minimum Off-Street Parking

Retail sales of goods and services; one (1) space per 600 square feet of gross floor area.

Restaurants: one (1) space per each four (4) seats.

Existing structures which are rehabilitated under this plan shall be exempt from on-site parking requirements.

Office and financial institutions; one (1) space for each 1,000 square feet of gross floor area.

Mixed use commercial/residential; one (1) space per 600 square feet of gross floor area for commercial use plus 0.5 space per each dwelling unit.

Public uses, excluding museums or related facilities, parks and playgrounds, shall be provided with a minimum of; one (1) space per each 600 square feet of gross floor area, excluding the first 5,000 square feet of gross floor area for that use plus one space for each official car assigned to that use.

h. Minimum Off-Street Loading

Off-street loading shall conform to Article IV of the Zoning Ordinance of the City of Jersey City.

Rehabilitation of existing structures shall be exempt from the loading requirements.

i. Maximum Sign Area

Billboards are expressly prohibited throughout the entire Redevelopment Area.

Each business establishment shall be permitted not more than ~~one (1) two (2)~~ signs per store ~~street~~ frontage. ~~Wall signs~~ Signboards parallel to the facade shall not be ~~internally~~ illuminated in any way. ~~Wall signs~~ shall not exceed ~~twenty (20) square feet one foot six inches (1 ft. 6 in)~~ in height by the length of facade and may not project more than twelve (12) inches.

~~If more than one (1) sign is provided on any facade, one (1) sign shall be perpendicular to that facade. It shall not exceed five (5 sq. ft.) in area on anyone (1) surface and must comply with the following:~~

- ~~1. It may not exceed one (1) foot in height.~~
- ~~2. It must be arranged to allow a minimum of eight feet six inches (8 ft. 6 inches) to the sidewalk below.~~
- ~~3. It may be internally illuminated but may not be flashing or illusory in nature.~~
- ~~3.4. Only one (1) such sign will be permitted on each street frontage of the establishment.~~
- ~~4. 5. It may not move or have any moving parts as elements.~~

Under no circumstances shall fluorescent or glowing paint be permitted for any signage within the area. No signs or window graphics other than those specifically enumerated herein shall be permitted.

All signage shall be subject to site plan review and approval by the Planning Board.

Any signage presently existing within the commercial reuse or new commercial area shall be considered non-conforming upon adoption by the Municipal Council

of this urban renewal plan and shall be removed within eighteen (18) months of the adoption by the Municipal Council of this urban renewal plan.

Museums shall be permitted (2) two identification signs, each not to exceed (50) fifty square feet. They shall also be permitted additional banners, signs, flags, and other forms of announcements indicating educational or cultural special events, displays and services provided by the museum.

4. Community Commercial District

a. Permitted Principal Uses

Community Commercial Facilities
Offices

b. Accessory Uses

Off-street parking and loading
Fences and walls
Designed open space
Utilities

c. Regulations and Controls

All development shall be designed utilizing materials indigenous to the immediate area so as to form an architectural scheme which is compatible with the surrounding Historic District.

Designed open space shall be developed as an integral part of the overall design scheme.

Utilities shall be defined as water, sewer, telephone, gas or electric service from a public or private utility company under the regulations of the New Jersey Public Utilities Commission.

Supermarkets may not use cart corrals without prior approval of the Jersey City Planning Board.

Supermarkets shall provide public restrooms available from the public area of the shopping center for the use of the general public. These facilities shall be maintained by the operator of the supermarket.

Walk-up and/or drive-through windows or service areas shall be permitted as part of single, free standing structures.

The perimeter of the Community Commercial District shall be adequately fenced with ornamental steel and/or brick fencing or other materials determined to be acceptable by the Planning Board.

Such fence shall be continuous, except for necessary openings to allow vehicles and pedestrian traffic to safely enter and exit the site.

Community commercial facilities shall include retail sales of goods and services but shall expressly exclude automotive service stations, indoor recreation facilities including video game arcades, and taverns, while not excluding restaurants that also serve alcoholic beverages.

d. Maximum Height

Community commercial structures shall not exceed thirty (30) feet.

Offices shall not exceed forty-five (45) feet.

e. Area, Yard and Bulk

Maximum Building Coverage: 25% of the total area within the community commercial district. However, individual lots may be created on which building coverage exceeds 25%, provided that the overall building coverage within the community commercial district does not exceed 25%.

Minimum Lot Width: 100 feet

Minimum Lot Depth: 100 feet

Minimum Lot Area: 10,000 square feet

Minimum Yards: A setback of ten (10) feet shall be established along the perimeter of any such use.

f. Minimum off-Street Parking

Community commercial facilities shall provide at a rate of 4.5 spaces per 1000 square feet of gross floor area or 450 total spaces, whichever is less. In addition to these spaces, community commercial facilities shall provide fifty (50) employee parking spaces, which spaces shall be designated as employee spaces.

Offices shall provide parking at a rate of one (1) space per 600 square feet of gross floor area or a maximum of thirty-five (35) spaces, whichever is less.

g. Minimum Off-Street Loading: Off-street loading shall conform to Article IV of the *Zoning Land Development* Ordinance of the City of Jersey City.

h. Signs

Community commercial facilities shall be allowed one (1) primary sign for each facility or store which sign shall be attached flat against the building or flat against or under a canopy attached to the front wall of, such facility or store.

Stores within the corner unit of a shopping center may attach one (1) sign on each building face provided that the side facade to which the sign is attached provides and contains full size storefront/display windows along at least half of the width of the side facade; which windows shall remain unobstructed and open to full view from inside and outside the premises.

Such sign(s) may be lighted and the lettering area may not exceed twenty percent (20%) of the first story portion of the wall to which it is attached.

One entry sign designating the name of the development, if any, may be located, subject to Planning Board approval, at the main entrance. Directional signs without wording may be located whenever necessary for traffic control.

Offices shall be permitted one (1) sign which shall be attached flat against the front wall or canopy of the building. Such sign may not exceed twenty (20%) percent of the first story of the wall to which it is attached.

Roof signs are not allowed.

Billboards are expressly prohibited.

Flashing or animated signs are expressly prohibited.

All signage shall require Planning Board site plan review

5. Public Areas (open and available to all residents of Jersey City)

a. Permitted Principal Uses

Softball and/or Baseball Fields
Football and/or Soccer Fields
Other active and passive recreation

b. Accessory Uses

Landscaping
Benches, tables and bleachers
Parking
Fences
Walls
Park structure such as bathrooms, equipment storage, concession stands.

- c. Maximum Height: One (1) story or ten (10) feet
- d. Yards and Setbacks: All yards shall be fifteen (15) feet
- e. Off-Street Parking: Not required
- f. Landscaping: Area not used for fields or court sports shall be appropriately landscaped.

6. Saint Bridget's Adaptive Reuse District

a. Permitted Principal Uses

1. Multi-family housing
2. Senior housing
3. Community facilities
4. Senior supportive services
5. Child daycare facilities
6. Educational facilities
7. Neighborhood retail and services
8. Offices
9. Restaurant/café
10. Appropriate Mixes of the above
11. Existing houses of worship as such or adaptively re-used with any of the above

b. Accessory Uses Permitted

1. Off-street parking and loading
2. Passive open space
3. Playgrounds

c. Regulations and Controls

1. This district shall include the adaptive reuse of the Saint Bridget's Church, School, Convent and Rectory, and associated open space.
2. The adaptive reuse of existing facilities shall be consistent with the goals and objectives of the Van Vorst Park Historic District, as well as the Secretary of the Interior's Standards for the Treatment of Historic Properties, when applicable.
3. New additions shall be permitted in the District, when serving the overall needs of the project, such as a means to physically link and combine separate existing facilities, or as a means to provide new, contemporary facilities, which will add to the effectiveness of the overall project scheme. Such new construction

shall read as new, separate and distinct from the existing Saint Bridget's historic fabric.

4. Where any questions arise in terms of definitions or terminology, the Land Development Ordinance of the City of Jersey City shall govern.

5. Utilities shall be defined as: water, sewer, telephone, gas, and electric or data service from a public or private utility company under the regulations of the New Jersey Public Utility Commission.

e. Maximum Height

1. The present height of existing facilities within the district shall govern the maximum allowable heights, with the exception of necessary elevator and stair bulkheads, mechanical equipment and the like, which may exceed current existing heights. Any new construction shall not exceed these limitations.

f. Area, Yard and Bulk

1. Allowable area, yard and bulk shall be defined by the current existing facilities, with the exception of any new construction as defined above in Regulations and Controls.

g. Minimum Off-Street Parking

1. There shall be no minimum requirement for off-street parking. If provided, off-street parking shall not exceed .25 spaces per dwelling unit.

h. Minimum Off-Street Loading

1. Not required

i. Maximum Sign Area

1. Maximum permitted sign area shall be the same as the Commercial Reuse District.

IX. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

A. The various elements of this Redevelopment Plan set forth above are in compliance with the requirements of State and Local law and there are no additional requirements with respect to a Redevelopment Plan which have not been complied with.

B. The Redevelopment Plan contains all provisions necessary to fulfill statutory requirements of the City of Jersey City.

C. The Redevelopment Plan proposes to attain identifiable local objectives as to appropriate land use, density of population, improved public utilities, traffic circulation, recreational and community improvements, and other public renovations.

D. The following text referencing provision for the temporary relocation and permanent re-housing of persons residing within the Montgomery Street Study Area Redevelopment Project is presented to comply with statutory requirements of the State of New Jersey. The City of Jersey City through the services of the Jersey City Redevelopment Agency staff, will provide displaced families and individuals with the opportunity of being relocated into decent, safe and sanitary housing which is within their financial means. This office will be staffed by qualified personnel who will actively assist the families and individuals being displaced in finding adequate accommodations. All families and individuals being displaced will be interviewed to determine their re-housing requirements. In addition, a list of privately owned houses and apartments which have been inspected and certified as being safe, decent and sanitary will be maintained by the relocation staff from which individuals will be referred to such dwelling units which are within their financial means.

X. PROCEDURE FOR AMENDING THE APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of the law. A fee of \$500 ~~\$1,000~~ 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 40:55C-1 et seq., said developer shall pay these costs.~~

XI. DEVIATIONS

The Planning Board may grant deviations from the regulations contained within this Redevelopment 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 Redevelopment 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 such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. An application for a deviation from the requirements of the redevelopment plan shall provide public notice of such application in accord with the requirements of public notice as set forth in NJSA 40:55D-12.a. & h.

XII. DEFINITIONS

1. Banners: A banner shall be any announcement, declaration, demonstration display, illustration or insignia used to advertise or promote the interest of any person or product when the same is placed to be seen by the general public. The banner shall not exceed 24 square feet in area, shall not be lower than 8 feet above finished sidewalk elevation nor higher than 18 feet above finished sidewalk elevation. The banner shall not extend more than 8 feet from any building to which it is affixed. The banner may be attached flush to any building wall or extend perpendicular to any wall so long as it conforms to all other sections of this definition. The banner may be fabricated of any natural or synthetic fabric.

2. Business incubator: A physical facility whose main purpose is to nurture small enterprises and business startups, by improving the chances of resident businesses to succeed and accelerating their growth. A business incubator must offer more than the normal amount of services, such as shared secretarial or other skills, liberal lease terms, flexible space, management assistance, financing and job training. The term "small business" or "small enterprise" shall be consistent with the U.S. Small Business Administration size requirements.

3. Density: A number expressing dwelling units per gross acre.

4. Garden Apartments: A multi-family Structure, a maximum three stories or thirty-five (35) feet in height, where apartments may be grouped into separate buildings containing a minimum of four (4) dwelling units and a maximum of twenty (20) dwelling units with two (2) to four (4) units adjacent to a stairway.

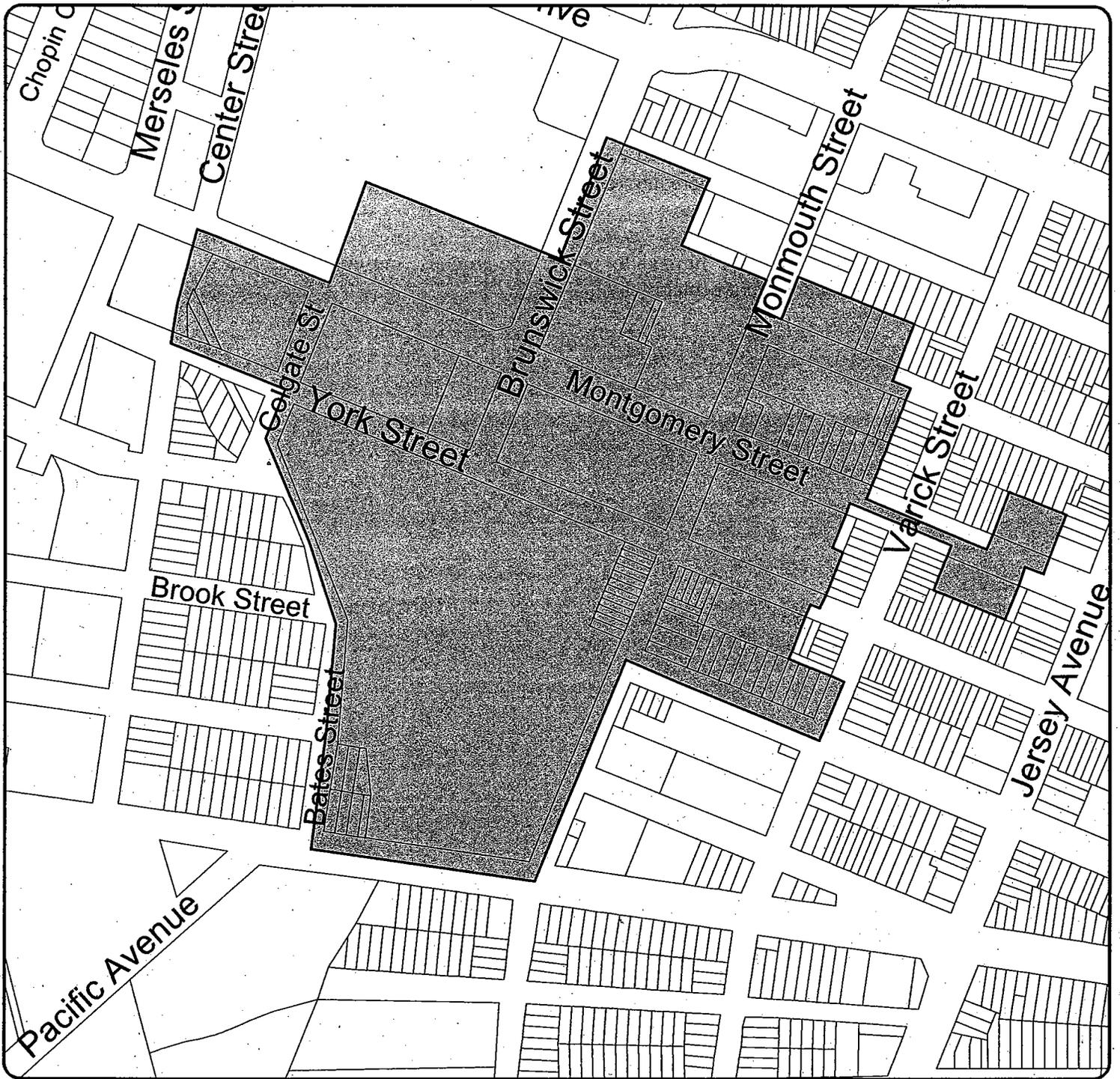
5. Home Occupation: An occupation being conducted wholly or in part from a residence or its residential lot as an accessory use. Such occupations shall be conducted solely by resident occupants of the residential building, except that no more than two persons not a resident of the building may be employed and provided also that no more than 900 square feet, or the equivalent of the first floor area of the building, whichever is smaller, shall be used for such purpose; that the livable floor area for the residence shall remain at least as large as that required of residences; that no display of products shall be visible from the street; that the residential character of the building shall not be changed; that no sign shall be displayed exceeding the maximum area permitted for signs on each of two sides and said sign shall be placed inside the building or, if located outside, shall be attached flat against the building; that the occupation shall be conducted entirely within either the dwelling unit or an accessory building, but not both; that no occupational sounds shall be audible outside the building, that no machinery or equipment shall be used which will cause interference with radio and television reception in neighboring residences; and that the use does not reduce the parking or yard requirements of the principal use.

6. Infill Extension: Refers to new construction or extensions to existing structures to be rehabilitated on sites previously occupied by structures of similar type.

7. Multi-family rehabilitation structures: Shall be those residential or mixed use commercial/ residential structures that contain 4 or more dwelling units and are able to be rehabilitated into modern sanitary housing.

8. Office: A place for the transaction of business where reports are prepared, records kept, and services rendered, but where no retail sales are offered and where no manufacturing, assembly or fabricating takes place.

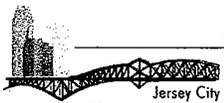
9. Public uses: Shall be limited to parks, playgrounds, museums, associated accessory cultural facilities, and governmental uses.



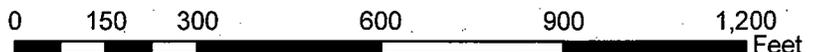
**MONTGOMERY GATEWAY REDEVELOPMENT PLAN AREA
BOUNDARY MAP**

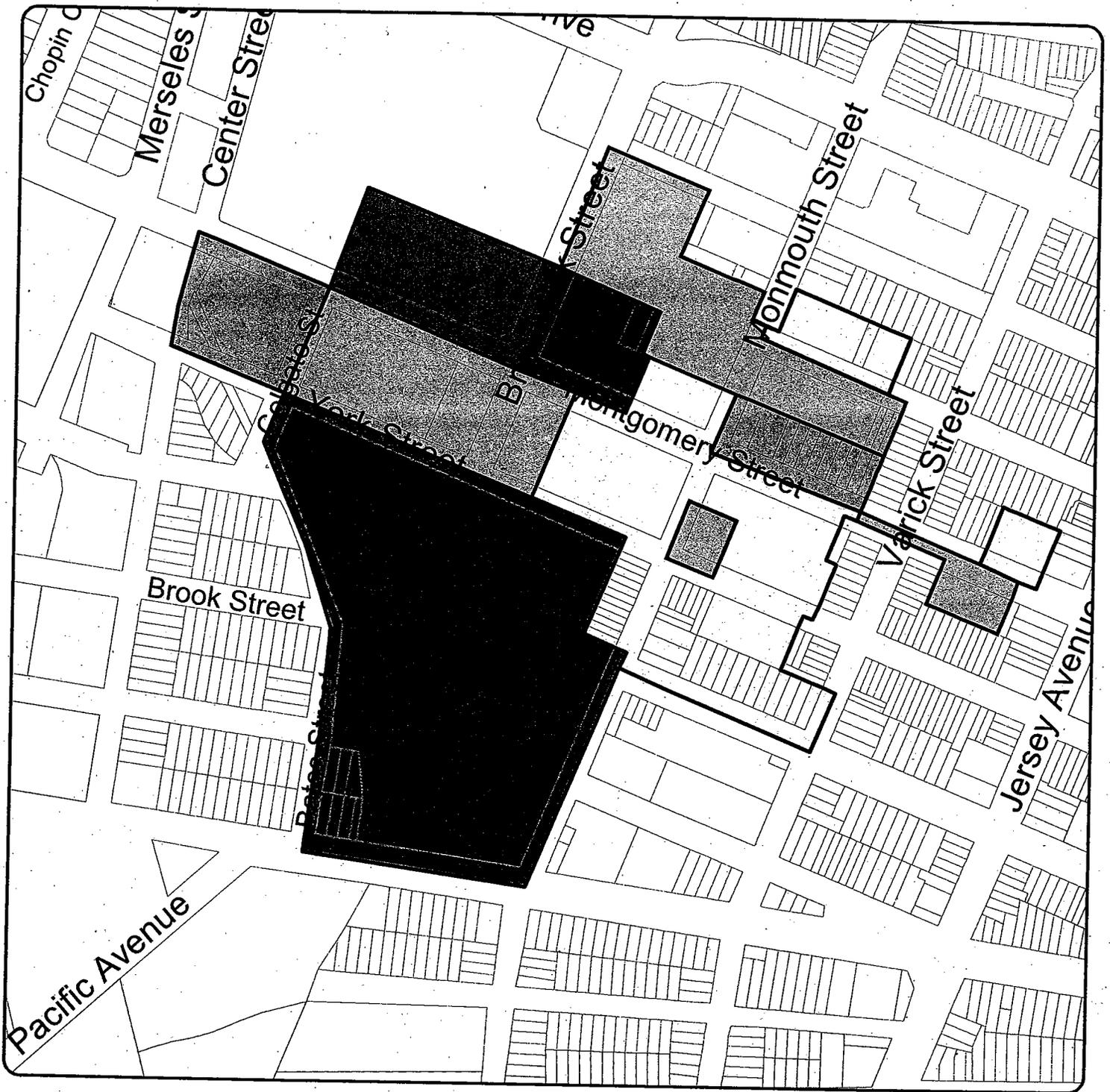
APRIL 18, 2011




 Jersey City
City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302-3821
 Phone: 201.547.5010
 Fax: 201.547.4323

1 inch = 300 feet





**MONTGOMERY GATEWAY REDEVELOPMENT PLAN AREA
BOUNDARY MAP**

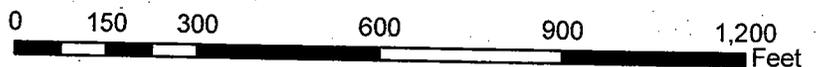
APRIL 18, 2011

Legend

-  Adaptive Reuse
-  Commercial Reuse
-  Community Commercial
-  Public
-  Residential New Construction
-  Residential Rehabilitation



1 inch = 300 feet





City Clerk File No. Ord. 11-092

Agenda No. 3.D 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-092

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE MONTICELLO AVENUE REDEVELOPMENT PLAN
TO ALLOW A SHOPPERS PARKING LOT AS A CONDITIONAL USE**

WHEREAS, the Municipal Council of the City of Jersey City adopted the Monticello Avenue Redevelopment Plan in November of 1987, and amended the Plan numerous times subsequently, most recently on August 6, 2008; and

WHEREAS, the Planning Board, at its meeting of July 12, 2011, determined that the Monticello Avenue Redevelopment Plan would benefit from amendments to allow a shopper's parking lot on block 1930, lots .3 and Z.4, specifically to serve customers at a new, nearby supermarket; and

WHEREAS, a copy of the Planning Board's recommended amendments to the Monticello Avenue Redevelopment Plan is attached hereto, and made a part hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

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

BE IT FURTHER ORDAINED THAT:

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTICELLO AVENUE REDEVELOPMENT PLAN TO ALLOW A SHOPPERS PARKING LOT AS A CONDITIONAL USE

2. Name and Title of Person Initiating the Ordinance, etc.:

Carl Czaplicki, Director of Housing, Economic Development, and Commerce

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance:

This ordinance allows a parking lot as a conditional use on Block 1930, Lots Z.3 and Z.4 to serve customers of a new, nearby supermarket on the Avenue.

4. Reasons (Need) for the Proposed Program, Project, etc.:

Parking on Monticello Avenue is extremely limited.

5. Anticipated Benefits to the Community:

Convenient parking for supermarket customers.

6. Cost of Proposed Plan, etc.:

\$0.00. Plan was prepared by Division of City Planning staff.

7. Date Proposed Plan will commence:

Upon Adoption.

8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments:

I Certify that all the Facts Presented Herein are Accurate.


Division Director

July 14, 2011
Date


Department Director Signature

7/14/11
Date

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

ORDINANCE NO. Ord. 11-092
 TITLE: 3.D. AUG 10 2011 4.C. AUG 31 2011



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Monticello Avenue Redevelopment Plan to allow a shoppers parking lot as a conditional use.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>SOTTOLANO</u>				moved, seconded by Councilperson <u>RICHARDSON</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne
 Robert Byrne, City Clerk

APPROVED: Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011
 APPROVED:

Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date: SEP -8 2011

Date to Mayor AUG 31 2011

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE MONTICELLO AVENUE
REDEVELOPMENT PLAN TO ALLOW A SHOPPERS PARKING LOT AS A
CONDITIONAL USE**

This ordinance allows a parking lot as a conditional use on Block 1930, Lots Z.3 and Z.4 to serve customers of a new, nearby supermarket on the Avenue.

MONTICELLO AVENUE REDEVELOPMENT PLAN

Adopted November 1987

Amended September 1988

Amended April 25, 2007 – Ord. # 07-062

Amended August 6, 2008 – Ord. # 08-099

Recommended by Planning Board 7/12/11

City of Jersey City
Division of City Planning

Table of Contents

INTRODUCTION.....	3
II. BOUNDARY DESCRIPTION.....	4
III. REDEVELOPMENT PLAN GOALS & OBJECTIVES.....	5
IV. IMPLEMENTATION OF THE REDEVELOPMENT PLAN.....	6
V. GENERAL PROVISIONS.....	16
VI. GENERAL LAND USE.....	18
VII. MONTICELLO AVENUE REDEVELOPMENT AREA DESIGN GUIDELINES.....	27
VIII. ACQUISITION PLAN.....	48
IX. OTHER PROVISIONS TO MEET STATE AND LOCAL Requirements.....	49
X. PROCEDURE FOR AMENDING THE PLAN.....	50

INTRODUCTION

The first **Monticello Avenue Redevelopment Plan**, written in 1987 and amended in 1988, lacked substance in that it failed to provide comprehensive development guidelines and any real vision for Monticello Avenue's revitalization. The city has worked closely with the **Monticello Community Development Corporation (MCDC)** in rewriting the Monticello Avenue Redevelopment Plan (hereinafter referred to as the **Plan**) that now provides more comprehensive development guidelines and a "neighborhood shopping district with an arts overlay" concept for redevelopment. The MCDC is comprised of commercial and residential property owners, community leaders, business owners and residents, all of whom live on, around or do business in the Monticello Avenue area. The MCDC is a successor to the Monticello Steering Committee, a group formed in the spring of 2001, after the Jersey City Planning Division, along with the Ward F Councilperson, initiated neighborhood meetings to bring the community together to galvanize a unified "vision" for the Monticello Avenue corridor.

The community was asked their ideal vision for Monticello Avenue and the surrounding area. The response was that Monticello Avenue should be historically preserved and revitalized as a gathering place, cultural center and vital neighborhood. This vision is attainable as a result of the development boom on the waterfront in Jersey City. Development is now progressing to the inner city neighborhoods making Monticello Avenue a potential beneficiary of the downtown expansion. This expansion has created many investment and funding opportunities for preserving and developing Monticello Avenue as a neighborhood-shopping district with an "arts overlay" concept.

As detailed in the original plan, the amended Plan's project area encompasses 19 blocks geographically located in the center of Jersey City. The northern boundary begins on the north side of Fairmount Avenue and runs along both sides of Monticello Avenue south to Communipaw Avenue. At Communipaw the Plan's southern boundary continues on the northern side of Communipaw one block east to Crescent Avenue and one block west to Bergen Avenue. Monticello Avenue is part of the Bergen Hill Historic District, an established neighborhood of brick row houses and brownstones, contiguous to the Martin Luther King, Jr. Drive Hub and McGinley Square commercial districts.

Monticello Avenue was at one time a preeminent shopping district in Jersey City, known for its quality clothing and apparel stores. Retail and commercial activity substantially declined over the past three decades leaving Monticello Avenue with few viable businesses, numerous storefront churches, many unattractive residential units, and several vacant and blighted properties. The community is hopeful that implementation of the Plan, in coordination with redevelopment of the historic Jersey City Medical Center and other development plans in the area, will transform Monticello Avenue into a unique place where community and culture meet.

Physical Development

It is desired that the Redevelopment Area will:

- (a) Rehabilitate existing historical structures;
- (b) Rehabilitate non-historical structures to compliment the above;
- (c) Develop historically compatible infill construction on vacant parcels;
- (d) Demolish unsafe and obsolete structures and replaced in a timely fashion;
- (e) Develop commercial use on street level.

Economic Development

- (a) Attract new businesses and artists;
- (b) Stabilize existing businesses;
- (c) Pursue private and governmental resources;
- (d) Engage in strategic planning with other development areas, and
- (e) Develop relationships with governmental agencies and private companies to build the infrastructure.

This Plan will regulate future development activities through comprehensive guidelines that ensure proper re-habilitation and future developments, which will create a vital community corridor.

II. BOUNDARY DESCRIPTION

The Redevelopment Plan Area is essentially a "corridor" plan area. Its boundary is somewhat irregular and can best be described in the **Boundary Map** at the end of this document. At the time this Plan was first adopted in 1987, it contained the following blocks and lots. (Block and lot designations change. The use of the Boundary Map to delineate the boundary of the redevelopment plan area assures accuracy over time.)

<u>Block</u>	<u>Lots</u>
1907	A, B
1908	7, 7A, 8(259 Fairmount Ave.), 8 (237 Monticello Ave.), 9, 9A, 10, 10A, 11, 12, 13, 14, 15, 16A, 16B, 27
1909	A1, A2, B, C, D, E, F, G, H
1910	A1, A2, A, 1, 2, 3A, 3B, 4A, 4B, 5A, 6, 7, 8
1911	A, B, E, G, F, 125, 126, 127
1912	21, 22, 23, 24A, 25A, 26, 109, 111A, 113A, 115, 117, 119
1918	A, B, C, D, E2, E3, E4
1919	01, D2, 03, D4, 05, E, F, G, H, K
1920	A, B, C, D, E, 1A, 17A, 18A, 19A, 20A, 90, 92, 94, 96A, 98, 100, 102, 104, 106, 108, 110A
1921	50B, 52B, 54A, 56, 58, 60, 62, 64, 66, 68, 70, 72A, 74A, 74B
1922	A, B, C, 0, J, 61A, 63A, 69A, 71A, 73, 75
1927	A, B, C, D1, E1, F1, G1, H1, J1, K1, 33, 35, 37, 39, 41, 43A, 45A,
1928	1A, 1B, 2, 3A, 4, 5, 6, 8A
1929	A1, B1, C1, 01, 34, 36, 38, 40, 42, 44
1930	V6, V7, V8, V9, V10, W1, X1, Y1, Z3, Z4

- 1931 A, B, C, D, E, 1, 1A, 3A, 3B, 4A, 4B, 5B, 60, 7, 8, 9, 11C, 13, 14B, 15, 16, 17, 21A, 22, 23, 24, 25, 26, 27, 28, 29A, 29B
- 1932 A, B, C, 0, E, F, G, H, H2, H3, H4 (All lots on block.)

III. REDEVELOPMENT PLAN GOALS & OBJECTIVES

Revitalizing Monticello Avenue as a neighborhood-shopping district with an eye towards a specialization in the arts is the overall goal of this Plan. It is community-driven and reflects the dreams, visions and aspirations of residents, business owners, property owners and other stakeholders committed to supporting long-term redevelopment efforts. The Plan's objectives for achieving the overall goal is to preserve the historical character of the corridor, rejuvenate existing commercial businesses while attracting new ones, and through comprehensive planning, provide an environment designed to sustain economic stability, growth, and development.

The Plan encompasses a relatively small redevelopment area with a tremendous amount of resources that will correspond with the following:

GOAL: To create a neighborhood-shopping district that provides quality goods and services.

OBJECTIVE: Revitalize and stabilize existing businesses and attract new businesses that adhere to the Plan.

GOAL: To create a unique economic and cultural identity through the use of an arts "overlay" for Monticello Avenue.

OBJECTIVE: Attract multi-faceted arts-related ventures with economic incentives.

GOAL: To preserve the historical character of buildings along Monticello Avenue.

OBJECTIVE: Ensure the preservation of historical and architectural elements by incorporating them into the Plan's design guidelines.

GOAL: To encourage the multi-cultural identity of the Monticello neighborhood.

OBJECTIVE: Maintain, support and promote the diversity of the neighborhood.

GOAL: To create a neighborhood where residents and visitors feel safe.

OBJECTIVE: Develop a comfortable, lively and attractive pedestrian environment.

GOAL: To create and develop jobs, and stabilize the neighborhood.

OBJECTIVE: Allow for a mix of commercial, office, retail, residential, and cultural uses, which provide support for the Plan's initiatives.

GOAL: To link Monticello Avenue with neighboring shopping districts of MLK Drive, McGinley Square, Journal Squares and Lafayette.

OBJECTIVE: Develop economic and marketing strategies that complement but do not compete

with each other.

GOAL: To improve the mass transit system to bring shoppers and visitors to the neighborhood from surrounding communities and the greater metropolitan region.

OBJECTIVE: Provide multiple transportation options that expand, connect or complement the Light Rail, Path and bus routes.

GOAL: To create a destination as well as a desirable neighborhood.

OBJECTIVE: Market Monticello Avenue amenities as a destination in Jersey City.

GOAL: Improve the existing traffic flow and parking opportunities on and around Monticello Avenue.

OBJECTIVE: Address the current and future vehicular needs and seek alternative ways to provide ample parking for commercial and resident uses.

IV. IMPLEMENTATION OF THE REDEVELOPMENT PLAN

Critical Factors to Be Considered

Jersey City has been in an economic flux for at least the past forty years. Those who have resided here long enough have witnessed affluent communities become dilapidated, while dilapidated communities have become affluent. Over the last fifteen years the city has experienced a wave of economic growth, thanks to a renewed interest in waterfront properties and other potentially valuable land. The combination of prestigious locations and tax abatements has made these areas very inviting to developers and has been an overall success thus far.

The major challenge is to create a plan that will allow inner city neighborhoods to experience some of the economic rebirth that the waterfront communities have enjoyed. In spite of redevelopment plans written for inner city areas, urban renewal has proven to be much more difficult. Areas such as Monticello Avenue, Martin Luther King Drive, Communipaw Avenue, and large parts of Bergen Avenue, are only some that have yet to fully benefit from the economic development that other parts of Jersey City have seen.

History has proven that it is not enough to just construct new buildings in bad neighborhoods. In order to achieve true change, Jersey City must address the social infrastructure of these communities; otherwise new buildings will end up dilapidated in short periods of time.

When observing any neighborhood that is crime ridden and drug infested, the first question to ask is "why"? Once the reasons have been determined, the solution is much clearer. Real work starts with the implementation of these solutions. This plan has been constructed to be the link between problems and actions that will take place to solve these problems.

In order to achieve success for Monticello Avenue, Jersey City must be realistic about what transforms a blighted neighborhood into a safe and prosperous one. The first thing is to look at the positive aspects that currently exist. Strategies are set forth in this Plan to assist and enhance the positive factors favoring success. The driving force for the Monticello area is the people. Most

people want to see change, and strong community involvement can make the change happen. Current business and property owners must be held to higher standards and made accountable for the appearance of their properties. Community organizations such as MCDC can facilitate business and property owners taking responsibility and making positive contributions to the community.

Crime is an issue in this area. It is important that community organizations correspond frequently with local police to ensure that specific problem areas are better monitored. Social programs should still be included, but it is unrealistic to think that everything or everyone can be rehabilitated. Unlike other plans, this Plan focuses on more than just heavy policing and social work.

Along with implementing initiatives to strengthen the existing community, there must be a strong focus on making Monticello Avenue attractive to newcomers. In order for the area to prosper, people need to have a reason to want to live, invest, and open businesses in the redevelopment area. Like waterfront properties, prospective Monticello Avenue business owners need to be given tax incentives in exchange for opening businesses on Monticello. Businesses that provide basic neighborhood needs should be the initial target, such as a quality grocery store. The MCDC and other interested community stakeholders, will begin to use aggressive marketing techniques aimed at developers that share the same vision for this historical corridor.

Programs designed to attract artists such as painters, sculptors, filmmakers, photographers, musicians, and performers must be identified and supported. Historically, the migration of artists into economically deprived areas has proven to be an excellent launch pad for an economic rebound.

If this core area of Jersey City is to ever meet its full potential, transportation and parking issues must be addressed. Different options, such as a monorail or light rail, need to be considered. More direct bus routes from this area into New York and downtown Jersey City are other options that should be studied. Easy access is essential to an urban commercial/residential district. This Plan will work to improve transportation by encouraging residents and community groups to work diligently with Jersey City officials to see that these needs are met. The neighborhoods surrounding Monticello must also work closely with the Jersey City Parking Authority to make sure that adequate parking for residents and visitors is assured.

People need to have a reason to visit and spend money in this historical district. Monticello Avenue is in the heart of Jersey City and should be treated as such. The community's goals can be achieved with dedicated assistance and support from City officials and agencies. The following strategies outline in greater detail the means to reaching these achievable goals.

A. MONTICELLO COMMUNITY EMPOWERMENT

To maintain community empowerment in the redevelopment of the Plan Area, the Redevelopment Area community established a single community based development coalition, for the purpose of community inclusion and the decision making process of the Redevelopment Plan.

1. The Redevelopment Area community, including residents, property owners, business owners, and community leaders have taken an active role in the development of this Plan.

2. In order to maintain this community empowerment in the continuing development process the Redevelopment Area community has established the Monticello Community Development Corporation (MCDC).
3. MCDC shall maintain a democratic structure and include the area from: east to west – Summit Avenue to Bergen Avenue; north to south – from Montgomery Street to Communipaw Avenues. The MCDC shall conduct quarterly, annual and special meetings, all of which are to be open to the community, and shall be comprised of members who are Redevelopment Area residents, property owners, business owners, community leaders and other relative stakeholders.
4. Due to the Monticello Avenue district being named one of New Jersey’s “Main Street Communities,” it is essential that the architectural integrity of Monticello’s streetscape remain intact. To assist with this task, this Plan encourages the Jersey City Planning Board to work with an Architectural Review Committee (ARC), comprised of members of the Monticello Community Development Corporation. The ARC will work with staff for the planning board and redevelopment agency and prospective redevelopers and their design professionals to achieve the desired character for reinvestment in the Redevelopment Plan Area. The MCDC ARC will provide a designated agent with a mailing address and telephone number to the Division of City Planning. It shall be the responsibility of the aforementioned designated agent to maintain current contact information with the Division of City Planning. Nothing herein will prevent other interested parties from the affected community from having an opportunity to comment on any proposed projects within the Plan Area.
5. In addition to the planning board’s site plan review process that is required by this Plan and the zoning ordinance, any applicant for development in the Redevelopment Area shall mail or personally serve a copy of the site plan and application for development to the designated agent of the MCDC ARC. In order to provide a meaningful review timeframe and to allow the parties to meet and discuss alternatives, submission of any such site plans and applications shall be made at least 45 calendar days before any anticipated hearing before the Jersey City Planning Board. Proof of submission of site plan and application to the aforementioned agent shall be submitted to the Division of City Planning not less than 21 calendar days prior to a scheduled hearing before the planning board. These advance submission requirements may be waived by the Planning Board for a specific redevelopment project if the MCDC has submitted to the Planning Board, in writing, its approval of that project.
6. The Division of City Planning and the Jersey City Redevelopment Agency shall each designate an agent to serve as liaison to the MCDC. It shall be the responsibility of these agents to ensure that the requirements of paragraphs 4 and 5 above are met, and that the MCDC is apprised of events as they occur throughout the redevelopment process.
7. No development should be delayed due to lack of existence of a MCDC, or due to failure of an agent of the MCDC to register current contact information with the Division of City Planning and Redevelopment Agency.

B. Economic Development

Jersey City Economic Development

The Jersey City Economic Development Corporation (JCEDC) has played a pivotal role in providing incentives and resources toward the economic betterment for the Monticello Avenue area. JCEDC retained the services of a consultant, **JGSC Group, LLC** to identify and recruit retailers from the most sustainable retail categories to fill commercial vacancies in the zone, and restore commercial vitality to the neighborhood. Their extensive survey of neighborhood shoppers, merchants, and residents coupled with data about the Monticello Avenue trade area resulted in conclusions regarding the wants and needs of the people of our community. Those conclusions are found in a report entitled "**Bringing Business Back to Monticello Avenue: Phase 1 Report, Analysis and Assessment**" (hereinafter, the "Phase 1 Report"), dated June 23, 2005, and MCDC embraces that report. This redevelopment plan has been drafted to be consistent with those conclusions.

JCEDC also provides direct services that are critical to the revitalization of Monticello Avenue. The following represent a few of the wide range of services available to merchants and developers.

New Jersey Main Street Program: Economic Restructuring Component

MCDC, as managers of the Monticello Avenue Main Street Program, is charged with identifying new market opportunities, finding new uses for historic commercial buildings, and stimulating investment and re-investment within the district.

Urban Enterprise Zone (UEZ) Program

Certain commercial areas of Jersey City have been designated State Urban Enterprise Zones. Monticello Avenue is within the Jersey City UEZ. The UEZ program is able to offer businesses the following special benefits:

- Exemption from state sales taxes on purchases related to running the business
- Exemption from state taxes on construction materials
- Wage tax credits for the hiring of employees from Jersey City
- Reduction of unemployment tax charges
- Worker recruitment and training

In addition, retailers relocating to, or currently located within the Monticello Avenue Redevelopment Area, who sign on with the UEZ program, will be able to charge their customers 50 percent less (3.5 %) than the otherwise applicable sales tax (7 %) on most items. The tax charged will, in addition, be deposited by the State in a Zone Assistance Fund, and will be used for improvements within the UEZ, including Martin Luther King Drive.

Block Front Program

This commercial revitalization program is aimed at buildings, which are in need of facade improvements due to "modernization" techniques, which changed the original appearance of the building's facade. Funds can be applied to the storefront portion of the building for new signage, glass, building materials, or paint, to name a few applications, and to upper story building repairs involving the facade. Those who wish to participate in the program must comply with the: Design Guidelines for Building Rehabilitation section of the Monticello Avenue Redevelopment Plan and request a pre-construction design consultation with the City's Division of City Planning to discuss renovation and design plans. Grants of up to \$2,500 are available per application.

Implementation

In order *for* these programs to be effective, maximum participation is needed. EDC, through the Monticello Main Street Program will undertake an extensive community outreach program to notify property owners and merchants of the available programs and the City's intent to revitalize Monticello Avenue.

C. Residential Strategy

Monticello Avenue has fallen victim to inappropriate housing developments and commercial to residential conversions on the ground level. Unfortunately, the previous Redevelopment Plan did not classify Monticello Avenue as a commercial district, thereby providing developers with the freedom to create damaging gaps in the commercial street wall along the corridor.

Residential Rehabilitation

The housing strategy for this area focuses on rehabilitation of existing buildings along Monticello Avenue by licensed professional engineers and/or architects, who will determine which buildings are structurally sound and worth saving, and which should be demolished.

All existing residential space that was converted from prior commercial ground level space will be grandfathered in, with the condition that in the event of vacancy of said residential space, the property owner must convert any such residential space back to commercial use and actively pursue commercial rental of that space. Further, wherever possible, residential units that now exist at grade on Monticello Avenue and become available for sale should be sold to developers that will replace them with buildings that feature commercial uses at grade, consistent with this plan.

Residential In-fill Strategies: New Construction

This Plan prohibits the development of new housing below the second floor on Monticello Avenue. It also prohibits conversions of ground floor commercial space into residential space, with the exception for rear facing space that does not front on Monticello Avenue and has no impact of lessening the integrity of the established or potential commercial character of the "Main Street" part of the Area.

Employment and Housing

It is recommended that development and redevelopment of commercial enterprises, with or without housing above the first floor, be conducted as expeditiously as possible. The Plan calls for the rehabilitation of existing structures along Monticello Avenue, rather than new construction, wherever possible. This is not only because of the historic character of the buildings, but also because of the desire to promote a strategy that can increase employment opportunities for community residents.

The neighborhood development corporation, if it becomes a redeveloper, can have much to say in the awarding of contracts to construct and renovate. The caliber of craftsmanship, the quality of materials and techniques, and the local labor component would be considered

before contracts are awarded. It becomes clear that the issue of local employment cannot determine the type of construction, but must drive the selection of contractors and sub-contractors.

Housing, Income and the Marketplace

For the most part, the Plan envisions housing in the form of apartments over commercial space. In the traditional pattern of urban development, proprietors often reside in the apartments over their shops. This Plan aims to restore that tradition by introducing initiatives to encourage entrepreneurial investment to rehab an entire building for both living and working purposes. The end result could be a ground level business for community-based entrepreneurs who might also reside in the quarters above or behind the commercial storefront.

Mandated Rehabilitation

In the interest of rebuilding this community in the shortest possible timeframe, some limits on deferral of rehabilitation should be established.

An Acquisition Map has been developed and is attached hereto, with properties designated as "To Be Acquired If Not Rehabilitated Within Two Years," and targeted for this mandated rehabilitation program. The conditions of these select properties are such that it is recognized that two years is the maximum timeframe of deferred rehab that can be allowed without causing significant detriment to the public good. The owners of properties mapped under this heading must commence rehabilitation, within the guidelines established by this Plan, within two years of the effective date of this Plan. If such rehabilitation has not commenced by that date, the City, through the JCRA, would be empowered to begin procedures to acquire the property by eminent domain, if necessary.

D. Public Safety

The physical and economical improvements within the Monticello Avenue Redevelopment Area will assist in diminishing crime and inappropriate activity that is a deterrent to good commerce and denigrates the quality of life of this neighborhood. The goal of the plan is to rid these factors from the area and change the perception that this area is overwhelmed with crime. It will be through improved communication and the development of a better working relationship between the West District Precinct and the community, that will further the solution to the problem.

E. Land Use Strategies

The MARP emphasizes land use options that are designed to create and attract business development. In order to accomplish the goal of revitalizing the Monticello Avenue Redevelopment Area, it is essential that there be a well-ordered blending of new and old, mixed with community and municipal resources.

It is proposed that the following types of land uses be implemented:

- 1 Commercial infill areas along Monticello Avenue, where new mixed-use commercial development shall have commercial use at grade, and residential or

- office use above grade.
- 2 Commercial infill areas along Communipaw Avenue, with multiple level commercial spaces.
- 3 Special, mixed-use areas, where existing commercial and residential buildings can continue to thrive, subject to design and use controls.
- 4 Streetscape controls which guide future construction and rehabilitation.

Clearly, attracting new development and rehabilitation to the area will be dependent upon public and private investment in the area, along with the implementation of certain pre-conditions and strategies which must be met for this redevelopment to tap the spending potential that is currently going elsewhere. They are as follows:

1. Commercial Infill Areas

Given that the Phase 1 Report prepared by JGSC Group found that the greatest untapped demand in the Monticello Avenue trade area is for grocery, full-service restaurants, and limited-service restaurants, the Plan focuses on the creation of a Monticello Avenue that will capitalize both on grocery and neighborhood necessities, as well as on dining, entertainment, and retail specialty items. To be successful, this multi-functional Monticello Avenue must be characterized by both daytime and night-time activity generators, which will give the community residents a special place for social gathering, shopping and leisure time activities. It must also be aesthetically pleasing. The following development mix is recommended for Monticello:

- As an immediate goal, a full service supermarket which will carry basic national-brand quality food and household items as well as a specialized product mix such as ethnic foods, a delicatessen, fresh meat, fish and produce and prepared foods. Due to size constraints presented by the zone, it is likely that this development will be a cluster of small special purpose merchants (baker, fish market, butcher, etc) adjacent to a main grocery. The supermarket must maintain strong ties with the community.
- As a longer term goal, Monticello Avenue should also contain cultural/entertainment facilities (a nightclub, a theater, and ethnic market place) mixed in with restaurants, which will contribute to the ambience of the area, as well as provide for nighttime and weekend pursuits both enriching and community-based. The Phase 1 Report shows that restaurants would be supported now, but that cultural/entertainment facilities are not currently supported by the trade area. Revitalization of Monticello Avenue with grocery and dining retail will pave the way for future cultural/entertainment opportunities.
- A provision for ample parking, enabling people to come from around the City to utilize the many facilities and activities that Monticello Avenue will have to offer. This is also a longer term goal; in the near

term, Monticello Avenue will have neighborhood retail designed to service neighborhood needs, and most users of the Avenue will walk there from their neighborhood residence.

- Coordination and implementation of the new streetscape amenities, expanded parking facilities, upgrades to the water and sewer systems, and street and intersections improvements. Complete coordination of all municipal services is needed to provide efficient, cost-effective and rapid renewal.

2. Special Mixed Use Development Areas

The redevelopment Plan calls for the strengthening and preservation of existing retail businesses of quality goods and services at reasonable prices. The plan, in addition, is to attract new entrepreneurs who can offer a wide selection of goods and services. It is understood that this is an extensive capital improvement program that calls for an upgrade to the infrastructure, vacant lots and streetscape.

The Phase 1 Report has confirmed that the current mix of retail stores on Monticello Avenue fails to meet the demand of basic shopping needs of the neighborhood; particularly for fresh food and quality groceries. At the same time, commerce on the Avenue is hampered by uses that are inappropriate; particularly the churches that have occupied storefront retail space. Moreover, the vacancy rate for commercial space is so high, that the lengthy gaps in storefronts discourage shoppers from walking the Avenue. Trash, dirt, poor exterior maintenance, and fortress-like security gates convey a message of blight and insecurity, further discouraging residents from shopping on the Avenue.

The revitalization strategy focuses on a three-fold approach:

1. Renovating existing mixed-use buildings to their former state by utilizing a sensitive rehabilitation approach as outlined in the Design Guideline section, and by encouraging the redevelopment of vacant buildings and lots for new retail uses, professional services, apartments, and/or community and educational facilities, with a requirement that only retail shopping and dining facilities be permitted at grade.
2. Encouraging reinvestment in the area through educating property and business owners about various incentives offered by the city, state and area financial institutions.
3. Active recruitment of new retail stores and retention of existing sustainable stores by MCDC (supported by JGSC Group), followed by the marketing of Monticello Avenue as a destination to the Monticello trade area.

3. Streetscape and Façade Design Standards

A list of design parameters has been included to assure continuity in

In the case of variances approved by the Zoning Board of Adjustment prior to the adoption of this Plan, any request to expand or modify such approved sites, within the parameters of this Plan, shall be brought to the Planning Board after review and approval. No use variances shall be permitted under this Plan. Any question regarding the interpretation of this Plan and its requirements shall be directed to the Planning Board for its determination,

- Q. Upon demolition of any existing structures, as an interim measure, the site shall be graded, planted and seeded within one (1) month of completion of demolition. Maintenance of lot shall be the responsibility of the property owner. Maintenance shall include mowing, planting, removal of litter and keeping the property safe for the public.
- R. Interim uses may be established, subject to review and approval of the Jersey City Planning Board that such use will not have an adverse effect upon existing or contemplated development during the interim use period. Interim uses shall include any signage necessary for project identification. Interim uses must be approved by the Planning Board, which may establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional renewals of an interim use.
- S. The developer(s) shall begin and complete the development of the land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time as determined in the said disposition contract between the Jersey City Redevelopment Agency and the designated developer. In no case shall a developer take more than 180 days after the issuance of requisite permits or approvals to initiate site preparation and construction of an improvement in the zone.
- T. The developer(s) shall agree to retain the interest acquired in the project land until the completion of construction and development in the area required by this plan and the disposition instruments, and the developer shall further agree not to sell, lease, or transfer the interest acquired or any part thereof without prior written approval of the Jersey City Redevelopment Agency.
- U. All trash and recyclable receptacle areas shall be enclosed and adequately screened. Redevelopment projects within the zone should be designed, where possible, to accommodate trash and recyclables on service alleys, or on sidestreets intersecting with Monticello Avenue, rather than placing them on Monticello Avenue. City ordinances regarding placement of trash and recyclables at curbside will be strictly enforced in the zone.
- V. All mechanical systems, including but not limited to HVAC systems, antennae, and satellite dishes that must be located on the roof of a structure, and must be properly screened so not to be visible from the Monticello Avenue cartway.

VI. GENERAL LAND USE

Overview: The Land Use Plan provides zoning regulations and design guidelines, which will regulate future development and growth for the Monticello Avenue Redevelopment Area. The Monticello Redevelopment Plan Area is a neighborhood-shopping district with a complimentary land use for an arts overlay. While the goal of these efforts will be to encourage building restoration and contiguous infill construction, a significant objective is the establishment of a neighborhood-shopping district that will serve as a commercial anchor and catalyst for reinvestment and stabilization of the entire area. In addition to providing the neighborhood's basic needs and services, additional development or non-traditional building use for arts-related venues and activities aims to create an eventual cultural hub.

The Monticello Avenue Redevelopment Area has a specified land use plan, providing a list of permitted uses, bulk and area requirements. Deviation from these requirements shall not be permitted unless otherwise noted herein.

A. School 18 Site (Block 1907, Lots A and B)

Former Public School No. 18 was adaptively re-used for residential purposes in 1990. The approvals granted by the Planning Board for this project remain in effect and shall be used to guide any request for further approvals. The site shall remain as is with parking and open space as part of the approved site plan. No additional bulk may be added to the building and no reduction in the amount of green space provided by the site plan approval granted in 1989 shall be permitted.

B. Neighborhood Shopping District with an Arts Overlay

Neighborhood Shopping Purpose: This district is designed to protect and promote the existing mix of use (ground floor retail with residential uses above ground floors) character of this neighborhood. The guidelines are written to create a balance between preservation and restoration of existing structures and the need to provide residents with a variety of goods and personal services that cater to recurring needs. The district regulations are, therefore, designed to strengthen convenience shopping by mandating continuous retail frontage at grade level, while allowing residential apartments and condominiums to be located above the stores.

Commercial uses that require curb cuts and create a negative impact on the surrounding land uses are prohibited from locating in this district. Such uses can be determined by evaluating whether the use detracts from the livability of the district or adjacent residential areas by causing traffic congestion, offensive noise, odors or annoying lighting, particularly in the late night and/or early morning hours. To achieve this neighborhood shopping purpose, it is necessary to create a walkable community, in which walking is encouraged. To that end, design should accommodate the pedestrian rather than the motorist.

Neighborhood Revitalization and Arts Overlay Purposes: This Plan is designed to develop a mix of uses, including commercial, cultural and residential which will tend to re-enforce and support each other. Development will be mixed throughout Monticello Avenue and on the north side of Communipaw Avenue between Bergen and Crescent Avenues. Much of this has occupied buildings that have commercial/retail space on the ground floor level and residential units on the upper levels. This Redevelopment Plan seeks to restore the vitality of this neighborhood by re-introducing retail that caters to the necessities of the residents—particularly their need for fresh quality food and groceries at reasonable prices. The Plan also seeks to add to their quality of life by making it possible to walk in comfort and security, to browse the storefronts, to dine in restaurants, and to meet friends at coffee shops. The Plan will allow this community to clear away the tired, dirty appearance acquired through years of neglect; to move inappropriate uses out of the spaces intended for stores, and fill vacant storefronts with new stores and restaurants in a long, uninterrupted business district streetscape; and to create new dwelling spaces above the stores designed for a mix of people with varied incomes and circumstances, so that Monticello Avenue will become a neighborhood of true diversity and appeal. Once this improvement has been established, the Plan allows for the implementation of an Arts Overlay concept as a way to enhance our community with cultural/entertainment

opportunities. The Arts Overlay will diversify Jersey City while not siphoning off businesses at the MLK or McGinley Square shopping districts by offering its residents a reason to stay within the city, spending their money where they live instead of giving it to another municipality or state.

1. Permitted Principal Uses at Grade Level:

The following uses are permitted; however, MCDC/*Main Street Program* shall actively recruit retailers from the categories of retail that were identified by the Phase 1 Report as sustainable, and discourage the recruitment of retail businesses that are over-supplied on the Avenue.

- a. Retail ~~sales of stores selling~~ lawful merchandise including but not limited to specialty or comparison goods such as specialty and ethnic foods, dry goods, apparel and accessories
- b. ~~Retail Non-professional~~ services, including but not limited to dry cleaning, hair care, or shoe repair
- c. Stores selling collectible merchandise, including antique stores which sell goods that by virtue of their age or unusual character, are generally considered to be of historical and/or artistic interest
- d. Specialty Outlets selling designer clothes, accessories and housewares
- e. Food Sales, limited to:
 - (1) Supermarkets, specialty food stores, vegetable/fruit markets, and outdoor farmer's markets that are permitted by the City
- f. Eating and Drinking Establishments, limited to:
 - (1) Restaurants/Cafes, sit down and/or take-out only; but specifically excluding any drive-in or drive thru restaurants (Category 3, per Chapter 345 JC Code)
- g. Banks, limited to full service and walk-up and Automatic Teller Machines
- h. ~~Art and cultural, or educational~~ uses *and arts and cultural education*, including, but not limited to:
 - (1) Art galleries, live performance venues
 - (2) *Arts related classroom/lecture facilities/studio space*
- i. Parking garages (at, below or above grade) as part of any permitted principal use
- ~~j. Public safety uses limited to lots fronting on Communipaw Avenue~~
- k. One (1) ground floor residential unit may be permitted provided the following conditions are met:
 1. Ground floor residential is only permitted if necessary to meet the requirements of the Americans with Disabilities Act, and there is no elevator access.
 2. The unit must be a studio design of 600 square feet or less and located at the rear of the building.
 3. The building must maintain a minimum of 600 square feet of retail space at grade level and at the front of the building.
 4. The building must incorporate a cellar not less than 600 square feet or 50% of the building's footprint, whichever is greater, to provide storage space for the retail use and for the location of trash rooms, mechanical rooms, meters or other infrastructure needs of the

building so as to maximize available retail space at the ground floor level. Additional space may be allocated to residential tenants.

2. Permitted Principal Uses Above Grade Level:

Any use in this section may be incorporated above grade level into a single building and mixed with other uses in this section, and with other uses in section 1 at grade.

- a. All uses provided in Section 1. above
- b. Residential
- c. Licensed Professional services (lawyers, doctors, accountants, etc.)
- d. General office use
- e. Day Care Centers
- f. Houses of worship
- g. *Classroom/lecture/training facilities*

3. Prohibited Uses

- a. Automotive service stations
- b. Store-front conversions from commercial use to residential
- ~~c. National and regional franchises for fast food restaurants~~
- ~~c.d. Liquor stores~~
- ~~e. Pool Halls, Massage Parlors, Video Arcades~~
- df. Pornographic or Adult movie theaters, adult bookstores, massage parlors, and venues offering nude or topless dancing
- eg. Used goods and *used* appliance stores
- fh. Funeral Homes
- gi. New and used car sales and/or rental lots
- hj. Salvage type operations and junkyards
- ik. Schools other than arts related
- jl. Surface parking lots as a principal use *except as outlined below*

4. Conditional Uses

- a. *Surface parking lot on Block 1930 Lots Z.4 and Z.3 (105 & 107 Monticello Avenue) subject to the following conditions:*
 - (1) *Surface parking is only permitted in connection with the supermarket located at 113-115 Monticello Avenue (Block 1929, Lot B1.99). In the event of that the supermarket closes, the surface parking lot will no longer be permitted and must cease use.*
 - (2) *Parking stall dimensions shall comply with this Plan*
 - (3) *Parking aisle width shall be a minimum of 20 (twenty) feet due to the irregular shape and angle of the lot.*
 - (4) *Fencing*
 - a. *Surface parking lot must be enclosed by an iron picket style fence along public rights-of-way and board-on-board fencing along adjacent lots. Other decorative fencing may be approved by the Planning Board.*
 - b. *Fencing shall not exceed 4 (four) feet in height along public rights-of-way and six (6) feet in height along adjacent lots. Chain link fencing is prohibited.*

(5) Landscape buffers

- i. Along Monticello Avenue, parking lots shall be screened via a dense planting of evergreen shrubs, other than arborvitae, parallel to the fencing, a minimum of 30 inches high when planted. The maximum height of such screening shall be 42 inches, as maintained.*
- (6) A minimum of three trees shall be planted (minimum 3.5" caliper). Trees shall be placed in landscaped planting areas that are separated from the parking area by poured in place concrete curbing.**
- (7) One parking lot sign is permitted, not to exceed 6 (six) sf which may be flush mounted to the fence and which shall not be lit. Freestanding signs are prohibited.**
- (8) Egress to and from the parking lot must be from Brinkerhoff Street. Curb cuts and driveways onto Monticello Avenue are prohibited. Driveway curbcut shall not exceed 12 (twelve) feet.**
- (9) Any lighting used to illuminate off-street parking shall be arranged and shielded to prevent the spillage of light off-the premises and shall be in accordance with the lighting requirements of the Jersey City Zoning Ordinance. Fixtures shall be as low to the ground as practicable. Cobra head lighting is prohibited.**

45. Site Development Regulations - Bulk controls and regulations regarding street walls and building configuration define each building's placement and its coordination and compatibility with adjacent development, the streets and open space. These controls are the most important tool for preventing any single building from dominating others. These regulations are to be applied to all new construction within the district.

a. Area, Yard and Bulk Regulations

- (1) Infill Projects on lots less than 50 feet in width shall not exceed 85% lot coverage, *except conditional use parking lots.***
- (2) Block front projects that include an entire block front along Monticello or Communipaw may cover up to 100% of the lot for not more than the first two stories, if there is parking provided within such building. After the first two stories, such buildings may not exceed 85% lot coverage.**
- (3) There is no minimum lot size, but no lot that existed at the time of the adoption of this Plan may be reduced in size by subdivision.**
- (4) All structures fronting on Monticello Avenue shall be built to the street line on all street frontages.**
- (5) All structures shall be built to the side lot lines running off Monticello Avenue for a depth of at least 10 feet (to provide a continuous street wall along Monticello).**
- (6) The planning board may waive the "build to" requirements in the paragraphs (4) and (5) above for reasons of safety or a superior urban design. This is not envisioned for any building fronting on Monticello Avenue.**
- (7) Infill buildings should match the height of one of the abutting buildings, if there be one, but no building may be less than three stories nor more than four.**

- (8) Block front projects that include an entire block front along Monticello Avenue may be up to 5 stories tall if there is parking provided within such building.
- (9) Block 1908, shall be permitted to have an eight story residential building above a five level parking structure, provided one of the parking levels is below grade and the residential building does not exceed 65 % coverage of the lot, and provided further that the roof of any such parking structure is landscaped and is available for use by the residents of the building.
- (10) No portion of the façade of a structure on Block 1908 fronting on Bergen Avenue may exceed the height of the taller of its adjacent neighbors.

65. Urban Design Requirements - (applicable to all construction – new and rehab)

Urban design requirements are intended to complement and augment the development regulations and relate to the physical design and appearance of the structure. The requirements set forth design controls that are not typically addressed by the zoning. They establish a level of quality that sets a precedent for future development to enhance the value of property and protect the investment of each property owner. These guidelines govern the siting and design of buildings proposed for the Neighborhood Shopping District on Monticello Avenue, from Communipaw Avenue north to Fairmount Avenue. The regulations provide a discipline for all subsequent development to be built there.

- (a) Buildings shall be designed so that their appearances reflect the historic development patterns of the older mixed-use buildings on Monticello Avenue. All new construction and/or exterior improvements to mixed use buildings shall be designed so as to be harmonious with the neighboring buildings in terms of material, height, scale, façade proportions, window patterns, decorative features and architectural styles. Masonry work shall be limited to stone or brick, or to materials that reasonably simulate, in both durability and quality of appearance, the finish of stone or brick.
- (b) At the top of the base, a visual cue or indicator such as belt coursing, a change in glass-to-solid ratio, or any other indicator consistent with the design, proportions, and materials of the base shall be provided.
- (c) The roofline of the structure shall be designed with architectural features in harmony with that of the adjacent buildings. Mansard roofs shall not be permitted.
- (d) Buildings shall be designed for mixed uses, with retail or commercial use at grade, and retail, commercial, office and/or residential use above grade.
- (e) The storefront proportion of the building should have a definable base façade and shall adhere to the Storefront and Signage Regulations as outlined in the Design Objectives of the plan.
- (f) Rear of buildings: Building façades not controlled by principle building plan designations shall appear similar to other building façades and be of

high quality construction.

- (g) Display windows: All retail uses shall have display windows constituting a minimum of seventy percent (70%) glass, open to Monticello Avenue, and the bottom edge of the display window(s) shall be no more than four (4) feet in height above grade. The glass is to be clear and not tinted; film to block ultra-violet sunlight is permitted provided that it is not tinted and does not obscure the view of the interior of the store from the sidewalk immediately adjacent. The name and/or logotype of the establishment are permitted to be applied to the window. All window frames shall be of a complementary color. Product displays and/or store signage should be appropriate for the product or service being sold, and should occupy no more than a reasonable area of the display window(s). The display window area shall allow for a clear view into the interior of the store.
- (h) All roofs shall be flat. All roofs shall be internally drained and have parapets.
- (i) Security gates shall be power operated, open linkage and placed on the interior of the window glass and/or entry door(s). Solid, full metal security gates are expressly prohibited.
- (j) Lighting:
 - i. Internal display window lighting: All shop windows are to be internally lit with spotlights of an incandescent type, and shall remain lit during the night to provide added security on the street for the shops.
 - ii. Exterior façade lighting: Overhead lights that project from above the signboard are strongly recommended to provide for additional street lighting. The style of such overhead lights may be the owner's preference, provided that the fixtures are the same on the building, and are of a type that is on a list of approved fixtures maintained by the Monticello Community Development Corporation. The use of fluorescent, flashing or blinking lights is prohibited, as is the use of multicolored lights, except for temporary seasonal displays.
 - iii. Security lighting: All exterior spaces, both public and private, must be furnished with an adequate level of lighting relative to police and community surveillance. All exterior lights shall be designed to be photocell controlled. All interior security lights inside the entrances to the residential units shall also be photocell controlled.
- (k) Canopies/Awnings: Each building may have canopies/awnings of the owner's preference, provided that all canopies/awnings on that building are of the same fabric, and the color or design of that fabric is included in a list of approved canopy/awning fabrics maintained by the Monticello Community Development Corporation. All canopies and awnings at grade level must be fully retractable. Canopies/awnings must allow for a minimum of seven (7) feet clearance from the lowest point of the canopy/awning to the ground and must extend horizontally from the vertical

surface of the building no more than three (3) feet six (6) inches. The vertical distance from the top to the bottom of any canopy or awning shall not exceed four (4) feet, including valance. The canopy/awning must be permanently attached to the building and made of flexible materials. Canopies/awnings must be properly maintained and cleaned at least once a year. Signage on the canopy/awning is limited to the street number (example: "57", not "57 Monticello Avenue"), and/or the name and/or logotype of the store only.

(l) Signs:

- i. Projecting or "blade" signs shall be permitted, provided that they allow for a minimum of seven (7) feet clearance from the lowest point of the sign to the ground and extend horizontally from the vertical surface of the building no more than five (5) feet. Blade signs may display the name and/or logotype of the business, and/or may display a graphic representation of the nature of the business (for example, a bunch of fruit could represent a produce market, or a hammer could represent a hardware store). The blade sign must be harmonious with the other signage created for the building, and with the overall appearance of the façade. Blade signs shall be illuminated at night.
- ii. Band signs shall be permitted in the sign band area above the display window(s). Band signs shall display the name and/or logotype of the store only, and the content of the band sign shall occupy no more than two-thirds (2/3) of the total width of the sign band. Band signs shall be illuminated at night. Attached wall signs shall be limited to the building's sign band. The sign band shall be limited to an area not less than ten (10) feet and not greater than fifteen (15) feet above grade level. In addition, all signs shall set back a minimum of two (2) feet from each side of the building. Where it is not feasible to apply the sign band regulation to an existing structure within the district, the Planning Board, as part of its site plan review, may permit a variation of the minimum and maximum distance requirements. In such a case, all signs shall be placed no lower than the top of the doorway or transom (if applicable) and shall not cover or interfere with the second story windows. No sign shall exceed a height of five (5) feet. Sign lettering within the sign band may also be applied directly onto the building surface, rather than onto a sign board.
- iii. Freestanding "sandwich board" signs are not permitted, unless it can be demonstrated to the Monticello Community Development Corporation that the placement of the sign will not interfere with the flow of pedestrian traffic, and that the sign is necessary to advertise frequently changed product offerings (for example, a sign advertising daily lunch specials for a restaurant). Sandwich board signs that are permitted by MCDC shall only be allowed to be in place during the business hours of the store displaying the sign.
- iv. Temporary signs affixed to the exterior or to the inside of the display window(s) or entry door(s) of the building shall be displayed for no

more than 30 days unless otherwise authorized by MCDC.

Temporary signs are not permitted to be hand-written (unless done in calligraphy), and are not permitted to be affixed to the display window(s) or entry door(s) with tape. Temporary signs must be removed no later than 3 days after the conclusion of the event advertised by the sign. No more than four (4) permits for temporary event signs shall be issued for the same premises within one (1) calendar year.

- v. All signs created under this section must be made of high-quality materials that are durable against the effects of weather and sunlight, and that are designed applying styles and colors that will be harmonious with the decorative features and architectural styles of the Neighborhood Shopping District. Creativity and individuality of design are encouraged, insofar as the sign design does not clash with the harmonious appearance of the district.
 - vi. All signs concerning the sale or lease of real estate in the district shall be no greater than six (6) square feet in size, and shall be attached to the premises to which they pertain. No person, including but not limited to the agent or employee of the realtor, shall exhibit more than one (1) sign per premise to which it applies.
 - vii. All temporary signs related to new construction may be up to twenty-four (24) square feet in size, and up to one site per building may be erected on the building construction site, and shall be permitted from the date of issuance of the building permit, until the date of issuance of the certificate of occupancy. Also, one banner no larger than four (4) feet by thirty (30) feet may be erected adjacent to the site, no less than fifteen (15) feet above and across the cartway of Monticello Avenue, for a period of ninety days (90) following substantial completion of construction. Any temporary event sign which is permitted by the Director of Buildings to extend over or onto a public right-of-way shall be erected and maintained in such a manner as to not interfere or obstruct access, activity, or vision along any such public right-of-way.
 - viii. In addition to any sign permits that may be required by the City of Jersey City, all commercial signs described in this section should be authorized by the Monticello Community Development Corporation prior to installation.
 - ix. Upper-story windows: Window signs shall be permitted on any upper floor of a structure that a business occupies. Such signs shall be of a non-illuminated nature. The letters are to be painted, stenciled or engraved onto the glass display window and shall not exceed twenty percent (20%) of the window surface to which it is affixed.
- (m) Window flower boxes; planters: Flower boxes are permitted and encouraged, provided that the box protrudes no more than eight inches (8") from the façade of the building. It is the responsibility of the owner to maintain the live plantings in any window boxes or planters; in the event that plants, boxes, or planters are not maintained, or are permitted to become receptacles for trash.

- (n) Outdoor tables and chairs: Restaurants, cafes, and other eateries are encouraged to provide outdoor seating when weather allows for their patrons, subject to the laws of the City of Jersey City.

C. Open Space Requirements

1. Private developers are required to construct and maintain the required sidewalk areas along each parcel's street frontage according to the Urban Design Guidelines as states in Chapter VIII.
2. The established design pattern for spacing of street trees and streetlights must be maintained and building entrances and utility hook-ups must be coordinated with that pattern.
3. All developers are required to plant approved street trees on all sidewalk areas fronting on streets as required in the streetscape plan. The types of trees and pattern of spacing are indicated in Chapter VIII, Section N., entitled "Landscaping Design Guidelines"

D. Deviation Requests

The Planning Board may grant requests to deviate from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of the 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 Redevelopment 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 such relief to an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without subsequent detriment to the community and will not substantially impair the intent and purpose of this Redevelopment Plan. An application for a deviation from the requirements of this redevelopment plan shall provide public notice in accord with the requirements of public notice as set forth in NJSA 10-55D-12.a. & b.

VII. MONTICELLO AVENUE REDEVELOPMENT AREA DESIGN GUIDELINES

Monticello Avenue Redevelopment Area Design Guidelines establish the design criteria and presentation standards by which ALL future development and rehabilitation to properties on Monticello and Communipaw Avenues will be determined. This guideline's purpose is to provide a structure for building a visually pleasing and effective Monticello Avenue Redevelopment Area.

The Plan aims for design uniformity by requiring the preservation and restoration of the historic physical fabric, as well as the inclusion of a coordinated open space plan which emphasizes pedestrian and streetscape amenities that enhance the appearance of the street and the quality of life of the people who live, work, and visit the community.

A. Historical Overview:

As a mixed commercial/residential street, it became the shopping street of the Bergen Hill Neighborhood. This is indicated by the advertisements in the 1910 St. John's Bazaar Catalogue. The Monticello Theatre was constructed before 1910. Pictured in the St. John's Bazaar Catalogue, it showed movies and gave vaudeville shows, as did many neighborhood theaters all over Jersey City at the turn of the century.

The streetscape along Monticello Avenue is rather complex, containing a variety of architectural styles in various stages of repair. At its southern end, the intersection of Communipaw Avenue, there are two large buildings on either side of the street. On the west is a building with a considerable variety of shops and offices. It has been painted in a rather unsympathetic manner, but it is important in that it, and the Monticello Theatre across the street define this edge of the streetscape and the boundary of the district itself. The preservation of the Theatre and No. 85 across the street are essential to maintain a strong architectural gateway to the Monticello Avenue commercial district of Bergen Hill.

Proceeding north, are structures in varied condition. INDEPENDENT BEAUTY SUPPLY, at 89-97 and HUDSON FURNITURE at ADDRESS have been recently rehabilitated with great attention to the details of the original design of the buildings. They date from 1910-1920.

The handsome Trust Company of New Jersey building (currently a North Fork Bank) is located on the north corner. This building is in an exceptional state of preservation and is a two-story bank in the Neo-Classical style.

On the east side of the Avenue, from Brinkerhoff to Astor Place stands a nearly complete row of commercial and mixed-use buildings. The extent of alteration varies, but most units retain the character of their original designs. The most important group of structures is the line of 8 three-story buildings at the north end of the block. (Nos. 128-142) Most of these are unaltered above the ground floor and in various states of alteration and disrepair on the storefront level.

One of the most potentially impressive facades of the Monticello commercial structures is the Lichtenthal/Simonetti building (No. 137). It is the only commercial building within the district that demonstrates a stylistic linkage to the long blocks of row houses that make this district noteworthy.

Also of note is 220 Monticello Avenue, which is a corner building with striking decorative brickwork along the side and front, and a generously proportioned, intricately designed cornice which is in need of restoration.

At the intersection of Fairmount is a large parking lot, which is essential to a developing commercial district. Currently it is in disrepair, but as the only large parking area in the vicinity, its importance is noteworthy. It is intended to replace it with structured parking and a taller, mixed-use building, as per the design regulations herein.

In general, the buildings on Monticello are mixed use buildings, with commercial space on the ground floor, and residential units above. Some buildings have been altered to exclusively residential use. Their ground floor shop fronts have been removed and the openings have been walled up.

The buildings as a whole run the gamut from recently restored to various states of disrepair. Some buildings have been modernized inappropriately, and others have been "maintained" without a significant degree of alteration to the original design.

B. Design Goals and Objectives

Goals

Establish a design standard, which enhances the entire Monticello Corridor and its Communipaw Gateway, which will highlight the best characteristics of each architectural composition.

Objective

To ensure the goal of revitalizing the Monticello Redevelopment Plan Area into an appealing neighborhood commercial district, it is necessary to mandate that all property owners undertake restoration of their buildings in a manner which is consistent with a set of established standards. The use of these standards will encourage the renovation of individual commercial buildings, as well as create a positive identity for the Area.

Design standards are structured in the following manner:

- 1 Existing Buildings Rehabilitation Standards
- 2 New Building Design Objectives
- 3 Commercial Storefronts
- 4 Signage Regulations

C. Rehabilitation Standards - Existing Buildings

Goals

To preserve and rehabilitate existing structures using combinations of existing and new materials and components, which will enrich the character of plan area.

- a. Restoration: Returning a building to its documented past appearance by removing later work, and repairing and replacing distinctive features.
- b. Preservation: Maintaining a building's current appearance through diligent maintenance and repairs. Historic preservation means saving valuable building and architectural details.
- c. Rehabilitation: Repairing and altering a structure to make it livable (or usable) again. Distinctive architectural features are preserved when possible.
- d. Remodeling: changing a building without regard to its architectural features or style - until recently, the most popular "improvement" technique used in shopping districts. Evidence includes the use of aluminum or vinyl siding on the upper portions of buildings to cover up the brickwork and upper story windows in need of repair. The use of oversized signs, disproportional to the storefront, and which often cover architectural features of the building, is another popular method of "improving" commercial facades buildings.

Storefront windows are often made smaller than originally intended to increase security. Ground floor conversions to residential or religious uses have resulted in the removal of some storefronts altogether. The resulting look is one of a complete lack of harmony in building facades, which results in an incoherent and largely unattractive shopping district.

1. The purest technique, restoration, often is impractical because it involves replacement of all original features which have been removed or deteriorated. The Uniform Building Code establishes standards for rehabilitation that must be met in order to make the building usable.
2. A more practical approach is sensitive rehabilitation. This means making sure that renovation plans are compatible with the character of existing buildings, materials and the street as a whole. Sensitive rehabilitation is the technique outlined and recommended by the United States Secretary of the Interior's Standards for Rehabilitation, and the techniques mandated by this Plan.
3. The Secretary of the Interior's Standards: The Secretary of the Interior's Standards, Ten Basic Principles for Sensitive Rehabilitation, condensed here, will serve as a broad overview for any rehabilitation project. They are as follows:
 - a. Make every effort to use the building for its original purpose. (ground-floor retail, residential above)
 - b. The historical features of a property shall be preserved. Removal/destruction of original features such as moldings, cornices, and windows will be prohibited. Do not destroy distinctive original features, such as moldings, cornices, transom windows.
 - c. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken. Recognize all buildings as products of their time.
 - d. Changes to a property that have obtained historic significance will be retained and preserved. Recognize and respect changes that have taken place over time.
 - e. Distinguishing materials, characteristics, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved. Treat sensitively, distinctive stylistic features or examples of skilled craftsmanship.
 - f. Deteriorated historic features will be repaired rather than replaced. If deteriorated feature calls for replacement, the new feature will be the equivalent the old in design, color, texture, and, where possible, materials. Documentation and physical evidence should substantiate

any feature replacement.

- g. Protect and preserve affected archeological resources. The protection and preservation of archeological resources will be in place. If such resources must be disturbed, improvement measures will be undertaken.
 - h. When cleaning facades, the gentlest methods should be used. Sand blasting bricks or the use of harsh chemicals should never be used.
 - i. Compatible contemporary modifications are acceptable if it does not destroy the historical or architectural fabric or cover up any of the original window openings.
 - j. New additions and adjacent or related new construction will be designed in such a manner that, if removed in the future, the fundamental form and integrity of the property and its environment would be unimpaired.
4. These guidelines are stated in general terms. Its function is to assist in the creation of harmonious appearances, and not to restrict creativity, individuality or variety. Their use is also recommended for design concepts for new structures along the Monticello Avenue corridor.
5. Sensitive Rehabilitation: As a tool for community revitalization, saves energy, cuts costs, and allows building owners and the public to enjoy irreplaceable assets which link each block to its history. The proper application of the standards can increase a building's value and its lifespan. It also demonstrates the pride and commitment of property owners to the community and to their businesses. Sensitive rehabilitation also plays an important marketing role by creating handsome buildings, which advertise the quality of their services and products, thus helping to attract new merchants to locate on the street. Finally, diverse older buildings act as symbols of the community, as well as of each business, and differentiate the lively and interesting inner city commercial street from the more anonymous shopping mall.

D. Sensitive Rehabilitation Guidelines

Goals

Preserve original materials, components, historically appropriate colors and textures, externally and internally in existing buildings on Monticello and Communipaw Avenues.

- 1. Existing buildings in need of rehabilitation or restoration, archival photographs of the street should be reviewed to ensure historical accuracy in terms of design and use of materials. The Jersey City Tax Assessor's Office in City Hall has photos of most properties taken by WPA workers in the 1930's. Some 1960's era photos are also available.
- 2. Generally, the first step is to investigate the building thoroughly and set

priorities before beginning work. Many alteration materials have obscured serious structural or cosmetic problems. Before removing the current surface, determine the condition of materials underneath. Use this information to assess the costs of rehabilitation.

3. Plan to repair structural problems first, such as, obvious cracks, sagging beams or damaged roof rafters, and then move on to cosmetic improvements. For example, imagine a building where plywood panels have been applied over the windows of unoccupied upper stories. While removal of these panels would be a dramatic visual improvement, it would necessitate costly window repair. At the same time, the building has a leaking roof and requires storefront improvements. The first priorities for this example would be to repair the roof and to refinish the storefront to improve business. An interim solution for the upper story windows would be to paint and caulk the plywood until window replacement becomes feasible.
4. Stabilize the building. Take necessary measures to repair structural problems to protect the building from any further deterioration. Attend to leaking roofs, broken windows and foundation problems first. Provide proper site and roof drainage to assure that water does not splash against building or foundation walls, nor drain toward the building.
5. Preserve the existing roof shape when adding structural reinforcement. Retain the existing roofing material, whenever possible. Replace deteriorated roof coverings with new material that matches the original in composition, size, shape, color, and texture.
6. Preserve or replace, where necessary, all architectural features that give the roof its essential character, such as dormer windows, cupolas, cornices, brackets, chimneys, cresting, weather vanes, gutters, downspouts and lightning rods.
7. Safeguard and retain special features such as the size, scale, mass, color, and building materials that give the building a distinctive look. Do not make permanent alterations, which remove original features, such as cornices, projecting bays, storefront elements, transom windows or ornamentation. Removal of any of these elements destroys part of what is valuable about the building.
8. Select materials and colors sensitively. Alterations, repair and new construction should make use of materials, which are as similar as possible to the original materials used on the street. Replace missing architectural features, such as cornices, brackets, and railings, only when necessary, and use new materials that duplicate the original in size, texture and appearance. These can be duplicated or repaired by using a combination of materials, such as brick, stone, sheet metal, cast aluminum, plaster, wood, or fiberglass.
9. Color can also create continuity on the street, while enhancing individual buildings and accenting ornamental features, such as the cornice, decorative moldings, and window frames. Cooperation between neighbors is encouraged

to produce a harmonious shopping district.

10. Retain signs that reflect the property's history and development.
11. Retain existing window and door openings, including transom windows, sash, glass, lintels, sills, architraves (door surround moldings), shutters, doors, pediments, hoods and all hardware.
12. Install storm windows, or insulate windows when old glass, art glass, or fragile sash requires protection from the weather. Protective windows should be as unobtrusive as possible and should be removable without damaging original fabric of the structure.
13. Retain existing masonry and mortar, whenever possible, without the application of any surface treatment.
14. Re-point only those mortar joints where there is evidence of moisture problems, or where sufficient mortar is missing to allow water to stand in the mortar joint. Duplicate old mortar in composition, color, and texture.
15. Retain the original or early color and texture of masonry surfaces wherever possible. Brick or stone surfaces may have been painted for practical and aesthetic reasons. It is better to repaint the brick than to try to remove the paint.
16. Clean exterior of facade carefully. Improper cleaning techniques can cause irreparable damage to a building. The gentlest methods should be tried first, such as, low-pressure water and soap and soft natural bristle brushes. Abrasive methods such as sandblasting will strip away the waterproofing surface of the brick, causing permanent and costly damage.

E. The Shop Front -Rehabilitation of Existing Storefront

1. **Scale and Proportion:** When renovating an existing storefront every effort shall be made to restore or preserve the original storefront opening, profile and proportion of glass. This type of restoration is less expensive and helps to maintain the historical, visual and physical integrity of the building. A storefront, which extends beyond its boundaries, or has its windows enclosed or made smaller, is out of scale and is expressly prohibited.
2. **Construction Materials:** Historically, the storefront display window comprised about seventy percent (70%) of the facade and was framed by wood, brick, stone, cast iron or aluminum. Avoid using materials that were unavailable when the storefront was constructed; this includes vinyl, plastic, aluminum siding, anodized aluminum, mirrored or tinted glass, artificial stone, stucco, and brick veneer. If the original display window was covered up or enclosed with inappropriate materials, remove all contemporary materials. Restore and display all original openings and architectural features of the lower and upper portions of the building. This includes the storefront's transom window, pilasters or columns, lower window panel, and signboard, and upper story windows.

3. Bulkheads: wherever possible, the original bulkhead materials should be preserved to maintain the historical character of the street. The types of historical materials to be preserved include wood, cast iron, cast aluminum, pigmented structural glass (Carrara or Vitrolite), terra cotta, porcelain enamel, ceramic tile, decorative brick, marble and granite.
 - a. In restoring the bulkhead of the storefront, replace missing sections with original material, if possible. If it is not available, the following substitutions can be made for those materials no longer manufactured. In all cases, make sure to duplicate the profile of the original store's bulkhead.
 - 1 Cast Iron can be replaced by cast aluminum, wood or fiberglass
 - 2 Terra Cotta by fiberglass
 - 3 Pigmented Structural Glass by Spandrel Glass (plate glass with a colored ceramic backing)
 - b. In making repairs to an original storefront or installing a new one, the use of the following materials is prohibited: wood shingles, artificial brick or stone, anodized aluminum. The windows can simply be framed in aluminum and another more appropriate material can be used for the bulkhead. For example, a new wood bulkhead can be constructed and finished with plywood and stock moldings and trim.

F. The Storefront -Elements Common to Both Rehabilitation and New Construction

1. Colors -No more than three colors are recommended for the storefront portion of the building. Complementary historic colors are recommended for highlighting architectural features of the building (upper and lower cornices, moldering, lintels, sign band, etc.).
2. Window Displays - Use window displays to communicate information. A window display can project the store's image and tell potential customers more about available products than any number of signs. Do not try to place as many items as possible on shelves on display racks in the store window. Aim for simplicity; it generally insures successful displays. Good color schemes and good lighting are essential. At night, windows should be lit using soft spot lights rather than bright or colored lights. Change the display periodically to reflect new merchandise, seasons, and holidays.
3. Security Gates - while security gates deter crime, they can also have a negative effect on business and the overall image of the street at night. Gates, which are left in place during the day, are prohibited, for they obscure the shop window and make it seem that the shop is closed, and that the neighborhood is unsafe. Steel gates with solid slats are prohibited because they create an even stronger negative statement about community safety. The use of open mesh gates prevents entry and allows for light to illuminate the street during the evening hours. All security gates must be installed to the interior of windows and doors.

4. Illumination -It shall be required that the merchant install interior display lights in the display window to provide for increased illumination on the street at night. Adjustable incandescent lamps or spots are recommended. Fluorescent, flashing, neon, or blinking lights are prohibited on any part of the storefront. In addition, it is recommended that overhanging lamps facing down, be installed over the sign band, below the second story windows to provide increased security on the street and for the building.

G. Infill/ New Construction:

Goals

To enhance established patterns of architectural scale, proportion, and composition and to produce new architecture which compliments and enlivens the district.

1. New buildings will be part of an existing pattern of development. New designs and alterations should be compatible with existing buildings in the Area. This does not mean limiting the architectural variety or interest of the street, but rather that designs should respect existing buildings and strive for visual harmony with neighboring buildings in terms of material, height, scale, facade proportions, window patterns, and architectural style.
2. New building blocks should have similar scale, proportion, and height as the structures in neighboring blocks.
3. Infill buildings shall be sited so that the front facades line up with the existing street wall of adjacent buildings. They should appear harmonious with adjacent buildings in terms of design, materials, location of entryway, and design of the storefront portion of the building. The front of the new structure should abut the front property line.
4. Cooperation among building owners is also encouraged in the choice of signage, awnings and security gates. Merchants shall neither compete with each other nor hide the district's distinctive architecture.
5. Buildings should be designed so as to have an attractive, finished appearance when viewed from all vantage points.
6. All new commercial buildings should be constructed of masonry and have a brick veneer, exterior cladding. The storefront portion of the building shall resemble the original storefronts on Monticello Avenue in terms of architectural style, proportions, and percentage of window glass to base facade (see storefront regulations).
7. All mechanical equipment located on the roof of any building shall be set far enough back from the front of the building such that they are not visible from the cartway, or screened from view with materials harmonious with those used in the building's facade. The screening shall not impair the functioning of the equipment.
8. Parapet line(s) and spandrel band(s) of new buildings in existing blocks should

match those in adjacent structures.

H. Facade Easements

Goals

To preserve and enhance the character of the old shop fronts to provide a renewed "Main Street" shopping experience. Existing facades should be restored or renovated with the entire building whenever possible.

1. Existing facades may be conserved under public easement. Facade easements may be utilized for total building renovation projects. They may also be used to preserve particularly dramatic or important facades, where only the facade can be saved. In such cases, the facade may act like a wall or fence around an open space. Where a new building rises in the footprint of one that has been demolished, becoming part of the new building's facade may preserve the old facade. Original height, roofline, openings, and materials must be retained wherever a facade is incorporated into new building composition. Enough of the old wall structure must be retained in the easement to safely support remaining openings and veneer material. New structure may be erected to support the facade as long as the new members do not change the street side composition.

I. The Storefront - New Construction:

1. Where an architecturally or historically significant storefront no longer exists or is too deteriorated to save, a new storefront shall be designed which is compatible with the size, scale, materials, color, and character of the upper half of the building or the adjacent buildings. The use of wood, brick or stone masonry, or materials that reasonably simulate, in both durability and quality of appearance, the finish of stone or brick, or fiberglass is deemed appropriate for the framing of a new storefront. This will provide visual harmony to the entire streetscape.
2. All retail uses shall have windows installed facing the street and shall be at least seventy (70%) percent open to perpendicular view, and be located so that the windowsill is no more than four feet in height above grade. The glass is to be clear, not tinted, except for etchings or gold lettering on the interior of window.

J. Signage

Goal

To improve the quality of signs used to advertise on-premise businesses; to reduce the overall size and number of signs.

1. **Design Intent:** A good sign can help a business by making it distinctive. A good sign should pinpoint the store's location and make the business easy to find. It should create an attractive image for the store and encourage pedestrians to venture inside. When considering a new sign, it is important to remember that bigger is not better and that the typical, mass-produced white plastic panel, which is illuminated from fluorescent tubes inside, does not last longer or appear more distinctive to potential customers.

2. **Design Requirements:** The three most important criteria to consider in selecting a sign are:
- The size and position of the sign,
 - Design and materials, and its
 - Illumination
3. **Approvals:** All identification, business, advertising or other signs placed on public or private property, hereafter erected, displayed or repaired (defined as more than fifty percent [50%] of the cost of replacement) shall conform with the provisions of this subsection of the Monticello Avenue Redevelopment Plan.
- a. All signs and awnings that conform to the requirement of this Plan shall be subject only to normal permitting by the Buildings Division. Conformance shall be determined by the City Planning Division, which may consult with the MCDC ARC.
 - b. Planning Board review and approval will be required where it is unfeasible to apply the sign band regulation to an existing structure.
 - c. The Planning Board, as part of site plan review, may grant waivers from the minimum and maximum size requirements herein. In such a case, all signs shall be placed no lower than the top of the doorway or transom (if applicable) and shall not cover or interfere with the second story windows.
 - d. No sign shall exceed five (5) feet of vertical dimension.
 - e. All signs shall be removed upon cessation of any business occupancy of any premise within the Plan Area. Thereafter, all signs shall comply with the requirements of this Plan.
4. **Permitted Permanent Signs:**
- a. Identification and/or business signs of the following type:
 - 1) Wall signs
 - 2) Window signs
 - 3) Projecting signs which display a trade symbol, business name, or logo
 - 4) Signs indicating time, temperature and date may be exempt from these provisions, subject to Planning Board approval.
 - b. Projecting signs are to be located perpendicular to the building and the lowest portion of the sign shall be at least seven (7) feet above grade level, but below the windows of the second story.
5. **Size and Proportion:** Sign measurements shall be based on the entire area of the sign, with a continuous perimeter enclosing the extreme limits of the actual sign surface. Signs on adjacent storefronts should be coordinated in height and proportion and, wherever possible, use the same sign format. At a minimum, they

should both employ identical background colors.

- a. Wall signs should be between 18 inches and 26 inches vertical dimension and shall be set back a minimum of 2 feet from each side of the building.
 - b. Window signs shall not exceed 20% of the window surface to which it is affixed.
 - c. Projecting signs shall be limited to a maximum area of 16 square feet. Three-dimensional objects can have an area no greater than 9 square feet at their largest cross section.
6. **Design & Materials:** Monticello Avenue can be noted for its distinct architectural style. The mixed-use buildings are largely brick Italianate, and with the exception of ornamentation and later alterations, there is uniformity in proportion and style.
- a). Signage should be uniform from block to block and the materials should be consistent with, or at least complement, the original construction materials and architectural style of the building facade.
 - b). Natural materials such as wood and metal are more appropriate than plastic. Internally lit, plastic signs are expressly prohibited.
7. **Sign Band:** A sign should identify the name, function and the street number of a business. This information can be conveyed through visual devices: words, pictures, names symbols and logos. The most important point is to keep the sign simple.
8. **Lettering:** Lettering should be kept simple and clear and complement the style and period of the building on which it appears. To avoid a cluttered appearance, no more than two (2) different typefaces may be used on the same sign, and wording shall be limited to no more than 60% of the total sign area. Letters or symbols shall range from eight (8") to twelve inches (12") in height and shall not project more than six inches (6") from the building surface. Sign lettering within the sign band may also be applied directly onto the building surface, rather than onto a sign board.
9. **Color:** No more than three colors per sign. Dark backgrounds with light letters are recommended.
10. **Illumination:** External illumination, such as overhead spot lights directed toward the sign, is recommended. This type of light can illuminate portions of the building as well as the sign, and make it possible to balance the color and intensity of the light with those located in the display windows. All stores shall maintain lights within their shop windows around the clock to provide light on the street at night.
11. **Prohibited Signs:**
- a). Billboards, signboards, streamers, pennants, ribbons, spinners or other similar devices, and all roof signs. Exceptions include all flags

and banners exhibited to promote the shopping district or commemorate special holidays, events, or sales days. These are subject to the approval of the local Monticello Avenue Main Street Program

- b). Flashing, blinking, neon or otherwise animated lights and/or signs. Signs containing moving parts, and signs containing reflective elements, that sparkle or twinkle in sunlight.
- c). Freestanding signs shall be prohibited.
- d). Internally illuminated box signs.

K. Awnings

- 1. Only RETRACTABLE CANVAS AWNINGS ARE PERMITTED. All portions of any permitted awning shall be not less than 7 (seven) feet above the finished grade, excluding any variance, which shall not be less than seven feet above the finished grade.
- 2. No portion of any awning shall be higher than the windowsill level of the second story of the building and shall not block the window or windows on the upper half of the building.
- 3. The horizontal projection of any awning shall not exceed three (3) feet, six (6) inches from the face of the building.
- 4. The vertical distance from the top to the bottom of any awning shall not exceed 4 feet, including any valance.
- 5. No lettering or business names are permitted on the main face of the retractable awning. The property street number is permitted on the valance portion of the awning.

L. Open Space Design Guidelines

Goals

Encourage the development of high quality, user-friendly public open space. Encourage safe and comfortable surroundings for rest and passive recreation.

- 1. Design Intent: The plan calls for a combination of parks, plazas and landscaped streets which will add visual excitement and uniformity to Monticello Avenue while addressing the need for a place for social gathering and a reprieve from the urban setting.
- 2. Buildings are to be orientated to the street and, where appropriate, shall be oriented to give character to the public open spaces within the district. The relationship between streets and public plazas and parks is very important. The intent is to obscure the legal boundary between the street right-of-way and the plaza. Any proposed parks, community gardens or plazas are to be

fully integrated with the street to assure high visibility and accessibility, preventing them from being isolated and unsafe.

3. To create variety, interest and comfort, street furnishings and colorful landscaping are encouraged within public spaces. Unity is to be achieved by providing certain uniform elements such as lighting, paving materials, furnishings and plantings.
4. Specific requirements for the design and orientation of each open space are provided within each district's regulations within this Plan. General guidelines are provided here to establish the scope, range and design criteria for elements of streetscape and street furniture to be used throughout the ten-block area.
5. All designs of streetscape or specific sidewalk elements should reflect the unique physical and social characteristics of Monticello Avenue, its historical associations and its potential for future growth and change. All design concepts shall focus on the creation of public open spaces that are aesthetically pleasing while providing for the functional needs of the people using them.
6. All sidewalks and public places will be designed to provide both security and safety to pedestrian users and to minimize conflict with vehicular traffic. All streets, transit stops, parking bays, servicing areas, drop-off zones and any other street related conditions will be designed to provide safe vehicular use and minimize conflict with pedestrians.
7. All streets, sidewalks and public places will be accessible to the physically challenged, to baby strollers and to children. Ensure the safety of pedestrians and the visually impaired, in particular. Contrasting color, texture or materials should define all abrupt changes in elevation of pedestrian surfaces.
8. All materials used in the construction of street elements must be as vandal resistant as possible. Materials should also be fade or bleach resistant. All elements and components will be maintenance free or designed for low cost maintenance, ease of replacement and repair.
9. Public plazas shall provide visual and functional elements such as benches, low walls, focal points, refuse containers and shade trees which increase the usability of the space at different times of the year.
10. Adequate lighting shall be provided to encourage active uses and a sense of security in the open space.
11. Open spaces such as public plazas shall be located so as to provide maximum usability and provide support to the surrounding land uses.

M. Landscaping Design Guidelines

Goals

Provide a coordinated landscape program for the redevelopment area and public plazas. To provide a system for creating pedestrian amenities such as comfortable walking surfaces, shelters, shade of street trees and locations for street furniture. To provide visual richness, color, spatial definition and scale to the hard urban environment. To provide shade from the hot summer sun and reduce glare. To provide windbreak from cold winter winds. Reduce air pollution. Separate and buffer pedestrians from vehicular flow. Allow sunshine to penetrate to pedestrian areas in winter.

1. Design Requirements:

- a). All site plans shall include plans for landscaping indicating the location, size and quantity of the various species to be used.
- b). Landscaping shall be required for any part of any parcel not used for building, off street parking, loading space and/or paved or otherwise surfaced open space.
- c). The pattern for tree plantings, sidewalk types and paving materials shall extend throughout the district to achieve the greatest degree of uniformity and identity.
- d). All plant materials used must be able to withstand the urban environment. All planting shall be guaranteed for at least one (1) year after planting. If plantings are damaged, die or are removed for any reason, the developer or property owner is to replace these as soon as possible.

2. Street Trees -large canopy trees suitable for use in an urban environment.

- a). A major function of street trees is to help buffer vehicular and pedestrian movement on city streets. Street trees provide a basis for a citywide pedestrian linkage system.
- b). Street trees will be planted directly in-ground with tree grates placed in the surrounding pavement. Tree roots will be encouraged to grow and expand naturally to allow the street tree to attain a maximum mature size. Basements, vaults, and utility lines may be a constraint to planting in-ground in some locations. Early investigation into existing conditions will be made to determine the extent of these constraints. In no case shall "street trees" be planted in confined, above grade planters.
- c). Tree grates will be installed in all tree pits. They shall sit on a shelf of metal or masonry. They will be a minimum of fifteen (15) square feet, and may be rectangular, circular or square. They must be fitted with removable or expandable centers for future growth and will be integrated into the sidewalk-scoring pattern. The use landscape cloth and red, gray or black pea gravel as mulch in the tree grate is encouraged to prevent the accumulation of trash and debris in tree

grate wells. Vertical tree grills may be combined with in-ground tree grates, if appropriate to the streetscape design in a particular development, and is approved by the Planning Board.

- d). Typical street tree spacing, depending on the species and canopy of the mature tree, will be in a range of 20 to 30 feet on center. This allows for a degree of canopy overlap in a relatively short period. To provide adequate clearance for passing vehicles, a minimum of 12 feet of clearance will be maintained under overhanging branches.
- e). Minimum caliper of street trees shall be 3.0 to 3.5 inches.

3. Small Trees -smaller trees typically used for color and richness in groupings.

- a). Small trees should be used selectively for color and accent, and only in passive or semi-active off-street spaces. Clustering of small trees will maximize their impact.
- b). In general, small trees will be planted in-ground to maximize growth potential. Exceptions will be made only in special situations such as plazas or large spaces where above-grade planters will not restrict pedestrian flow.
- c). Minimum caliper of small trees shall be a minimum of 2.0 to 2.5 inches in caliper.

4. Shrubs -Low level plantings used for richness and visual separation.

- a). Except in rare cases, shrubs will be planted in raised planters to help protect them from damage inherent in high volumes of pedestrian traffic. Methods of discouraging use of raised planters as trash receptacle will be employed. If used in clusters, visual impact will be maximized.
- b). Shrub plantings shall not obstruct the sightline of an average person, parallel to the ground plane. This will encourage a general feeling of spaciousness through the project area and will increase the sense of personal security.
- c). Maximum height shall be 4 foot above grade.

5. Ground Cover/ Annuals/Perennial Vines -ground level plantings used in special areas for color and accent.

- a). Ground cover/annuals/perennials/vines can be effectively used for color and accent in pedestrian and vehicular areas. When located at activity points, a concentration of colorful, low-scale planting can reinforce the active nature of the space. Color plantings will be used

only to emphasize and highlight areas of special design significance.

- b). As with shrubs, color plantings will be set in raised planters to help protect them from pedestrian traffic. Planting in clusters will maximize visual impact.

6. General Landscaping Requirements

- a). It is essential that all landscape installation be accomplished in a way that will facilitate a viable and economic program of proper and regular maintenance after planting to ensure the best growth and performance of landscape plantings.
 - b). All landscape plantings, other than street trees, will be watered by a fully automated irrigation system. The type of system selected for use will provide for the lowest possible maintenance requirements.
 - c). All trees and shrubs provided within public plazas shall be irrigated by means of a fully automated irrigation system unless an area maintenance person is provided to provide daily watering.
 - d). A back-up system of "quick coupler" hose bibs shall be included in all construction plans. Hose bibs will be located, one at each block end and one at mid-block, at intervals no greater than 100 feet.
 - e). If spray type emitters are employed, they will be located, so that neither pedestrians nor vehicles are sprayed.
 - f). In all cases, landscape plantings will be planted in a sufficient amount of an appropriate planting mixture. This planting mix will be permeable enough to prevent an excessive build-up of standing water. In no case will plants be planted in un-amended soil.
7. **Recommended Trees and shrubs** -The Division of Parks and Forestry will assist in tree selection.

N. Parking and Loading Regulations

Goal

Provide additional parking facilities on and off Monticello Avenue to existing total and residential uses and proposed new development.

Parking Structure Requirements

- 1. All parking structures are to be designed to disguise the parking use within. It is preferred that all levels of a parking structure be internally mechanically ventilated. Where ventilation is not proposed, any exposed garage exterior wall shall not be detectable as a garage at the ground floor level. All parking related and mechanical related areas shall be wrapped on all sides by occupied active building uses, such as commercial storefronts with the

exception of the location of the vehicular and pedestrian entrances and exits that serve the parking structure. Automobile parking related areas on the ground level shall only be permitted when its placement does not detract from the amount of ground floor retail, restaurant, and lobby spaces to be established at that level. Parking structures with frontage on Monticello or Communipaw Avenues should be designed for mixed use, with retail space at grade level.

2. Utility rooms may occupy no more than fifteen (15%) percent of any single facade. Blank walls shall be prohibited above the ground floor level, and all openings in the parking structure facade shall be of the punched style. These openings shall be consistent with the rhythm and size of the window openings serving the principal uses within the building. They shall be covered by glass or metal in such a way that the exterior design, including window frame and window divisions, appears the same as the actual windows of the building. Only the glass tint and/or reflectivity may be different so as to decrease the visibility of the garage use within. In lieu of glass, the openings may be covered by a hinged solid metal plate/shutter, or recessed decorative grill over a louvered opening as described below. Blind windows, where appropriate shall also be permitted.
3. Where louvers are needed or proposed, decorative gills shall be installed over functional louvers, or other comparable decorative material shall be used in openings or portions of the openings resembling the windows provided above and/or below parking levels.
4. The parking structure must be adequately illuminated to maintain a safe and secure environment. The source of lighting within any level of the parking structure shall not be visible from the exterior of the building, either from the street or from other surrounding buildings and properties. Identification of the location and design of the internal lighting fixtures must be provided to the Planning Board for review, at the time of site plan application and review, in order for any site plan application containing a parking structure to be deemed complete.
5. Valet parking may be permitted when it can be demonstrated to the Planning Board that an efficient and safe means of operation will be provided. A valet parking layout/stripping plan must be submitted for site plan review and approval.
6. The redeveloper with Planning Board approval may arrange monthly rental usage of the parking structure by residents of the area. Parking spaces shall be provided for shoppers and visitors of the district only. Commuter parking is prohibited.
7. All parking shall have pedestrian entrances that give direct access onto a public sidewalk.
8. Rooftop parking is prohibited. Roofs of parking decks are to be landscaped and used for active and passive recreation, planting areas and open space, or

outdoor restaurant seating space.

9. Where a restaurant or retail use occupies lower floor space in a parking structure or any other structure, all vents and exhausts from such uses shall be bundled to pierce the roof or walls through shared chimneys.
10. Shoppers' parking lots and service access areas shall be clearly designated and designed so as to avoid the backing in and out of vehicles onto the public right-of-way.
11. Shared use of accessory parking facilities shall be encouraged in areas adjacent to underutilized parking facilities.
12. Off-street parking shall be coordinated with the public street system in order to avoid conflicts with through traffic or obstructions to pedestrian circulation.
13. Off-street parking shall be properly graded, paved, drained, and lighted in accordance with the Jersey City Land Development Ordinance.
14. All surface parking areas for more than two (2) vehicles must utilize poured-in-place concrete curbing to prevent vehicles from encroaching upon planted areas.
15. All required parking spaces shall average nine (9) feet in width and eighteen (18) feet in depth.
16. Aisle widths shall conform to the following standards:

90 degree parking	22' wide two-way aisle
60 degree parking	18' wide one-way aisle
45 degree parking	15' wide one-way aisle
30 degree parking	12' wide one-way aisle
17. All one-way aisles shall be clearly designated.
18. A minimum of eight (8%) percent of any surface parking facility shall be landscaped. For large surface parking lots, where more than twenty cars are to be parked, it is required that a landscape median be provided which calls for one (1) shade tree for every seven (7) parking places.
19. Landscape buffers, a minimum three (3) feet in width, shall be provided around the perimeter of all parking lots, except where access point intervenes.
 - a). Along street rights-of-way, such parking shall be screened via a dense planting of evergreen shrubs, a minimum of 30 inches high when planted. The maximum height of such screening shall be 42 inches, as maintained. A solid steel wrought iron type fence, a minimum of 42 inches and a maximum of 60 inches in height shall

protect all such screen planting along street lines.

- b). Along all other property lines, such buffers shall consist of evergreen shrubs and fences. The fences shall be mild steel, wrought-iron type, a minimum 42 inches and a maximum 72 inches high. No barbed or "concertina" type razor wire will be permitted.
 - c). A planting and maintenance schedule shall be provided by the developer and approved by the Planning Board as part of site plan review.
20. Lighting used to illuminate off-street parking and loading areas shall be arranged and shielded to prevent the spillage of light off-the premises and shall be in accordance with the lighting requirements of the Jersey City Land Development Ordinance.
21. Loading: an applicant according to an anticipated need should demonstrate the number and design of off-street loading spaces. All loading activities should be encourage to be restricted to early morning and/or late evening hours if possible to avoid conflicts with vehicular traffic.
22. Off-street loading facilities should be located so that no vehicle being loaded or unloaded, maneuvering into a loading space or waiting to be parked into a loading space shall interfere with any traffic flow on a street, sidewalk, parking space, aisle, fire lane, driveway, or turning area, nor shall they occupy any part of required improved open space areas.
23. Specific Modifications to the Parking Regulations
- a. Residential dwelling units built within any residential district shall adhere to the specific parking requirements of that district.
 - b. Restaurants shall not be required to provide a minimum number of parking spaces. It is recognized that the district is an urban setting, and that most patrons will be neighborhood residents that will walk to the restaurant. Other patrons will obtain parking on the street, or in off-site parking areas from which they will walk to the restaurant.
 - c. Restaurants/Cafes built as part of a principal use, or within an existing building, shall be exempt from all parking requirements.
 - d. Retail uses with total square footage in excess of five thousand (5,000) square feet (such as a supermarket or outlet store) shall provide a minimum of one (1) parking space per seven hundred and fifty (750) square feet of gross floor area.
 - e. The number of off-street loading spaces should be demonstrated by an applicant according to an anticipated need. All loading activities should be encouraged to be restricted to off-peak hours to avoid traffic congestion. The design and number of off-street loading shall

be subject to review and approval of the Planning Board.

24. Service Bays

Goal

Provide adequate on-street loading and off-loading space for servicing existing properties where no off-street loading facilities exist. Locate and design bays so that the free flow of vehicular or pedestrian traffic is impeded to an absolute minimum. Design and locate service bays, which are compatible with the character and function of the sidewalks.

Design Requirements:

- a). Where possible, drop-offs may be combined with service bays and any conflict resolved by regulatory signage and strict enforcement of servicing hours.

O. Waste and Recycling

1. All trash receptacles shall be adequately secure, enclosed and screened on all sides by opaque fencing and/or evergreens. Chain link fencing with slat inserts is not an acceptable screening material.
2. All development shall make provisions for solid waste recycling in accordance with the City's recycling program.

P. Maintenance Requirements

1. The Redeveloper, and any subsequent owner or owners, shall be responsible for maintenance of the Redevelopment Area improvements and the sidewalk and street area directly adjacent to their site.
2. All signage, banners, awnings and canopies shall be replaced prior to significant fading or tearing.
3. Storefronts and building facades shall be maintained so that the window displays are clean and are behind clean, unobstructed windows. Exterior cladding, paint and other associated facade elements shall be kept clean and in good repair.
4. Roadways, sidewalks, pathways and pedestrian crossings shall be maintained with a safe and smooth surface; healthy street trees and other plantings shall be properly maintained and cared for; and a properly functioning lighting and signalization system shall be maintained.
5. Landscaping and watering systems shall be maintained to insure that all elements are in working order. The property owners shall provide continual replacement of all planted material as approved by the site plan if there is any loss of the original planted material.

6. Plaza surfaces, sidewalks, and street furniture damaged or worn shall be replaced or repaired to their original profile, stability and appearances. Any damaged street furniture shall be replaced or repaired as soon as practicable.
7. Historic resources shall be regularly maintained to prevent the deterioration or loss of the historic fabric.
8. Vacant lots shall be kept free and clear of weeds higher than ten inches (10”), litter, garbage and debris.

VIII. ACQUISITION PLAN

Block	Lot	Property Location	Adm. Lots
1908	7	241 Fairmount Ave	L8Dup.TO16B
1908	7.A	Monticello Ave	
1908	27	690 Bergen Ave	
1909	H	225.5-231 Monticello Ave	LG-F-E
1910	1	226 Monticello Ave	
1910	2	224 Monticello Ave	
1910	3.A	222 Monticello Ave	
1910	3.B	220A Monticello Ave	
1910	4.A	236 Monticello Ave	
1910	4.B	220 Monticello Ave	
1910	5.A	234 Monticello Ave	
1910	A	238 Monticello Ave	
1910	A.1	12 Fairview Ave	
1910	A.2	8 Fairview Ave	
1910	12	227 Fairmount Ave	B1,6,7,8
1910	13	230 Monticello Ave	B1,6,7,8
1912	109	200 Monticello Ave	
1912	115.1A	206 Monticello Ave	
1912	115.1B	206 Monticello Ave	
1912	115.2A	206 Monticello Ave	
1912	115.2B	206 Monticello Ave	
1912	115.3A	206 Monticello Ave	
1912	115.3B	206 Monticello Ave	
1912	120	212 Monticello Ave	
1912	121	214 Monticello Ave	
1912	122	216 Monticello Ave	
1912	123	218 Monticello Ave	
1912	124	17 Fairview Ave	
1912	125	15 Fairview Ave	
1920	C	163 Monticello Ave	
1920	E	167 Monticello Ave	
1920	90	169 Monticello Ave	
1920	104	183 Monticello Ave	
1918	A	178 Monticello Ave	

1919	H	174 Monticello Ave	
1921	56	137 Monticello Ave	
1921	64	145 Monticello Ave	
1921	66	147 Monticello Ave	
1921	68	149 Monticello Ave	
1921	70	151 Monticello Ave	
1921	72.A	153 Monticello Ave	
1929	B1.99	113-115 Monticello Ave	
1929	D.1	117 Monticello Ave	
1929	40.99	125-127 Monticello Ave	
1927	35	120 Monticello Ave	
1927	37	122 Monticello Ave	
1927	39	124 Monticello Ave	
1930	Z.3	107 Monticello Ave	
1930	Z.4	105 Monticello Ave	
1931	1.A	520 Bergen Ave	
1931	3.A	646 Communipaw Ave	
1931	3.B	644 Communipaw Ave	
1931	4.A	642 Communipaw Ave	
1931	11.C	630 Communipaw Ave	
1931	21.A	616 Communipaw Ave	
1931	22	93 Harrison Ave	
1931	23	614 Communipaw Ave	
1931	24	612 Communipaw Ave	
1931	25	91 Harrison Ave	
1931	26	610 Communipaw Ave	
1931	27	608-606 Communipaw Ave	
1931	28	604 Communipaw Ave	
1932	1	568-572 Communipaw Ave	
1932	C	574 Communipaw Ave	
1932	G	566 Communipaw Ave	
1932	H.2	564 Communipaw Ave	
1932	H.3	560 Communipaw Ave	
1932	H4.99	558 Communipaw Ave	

IX. 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:

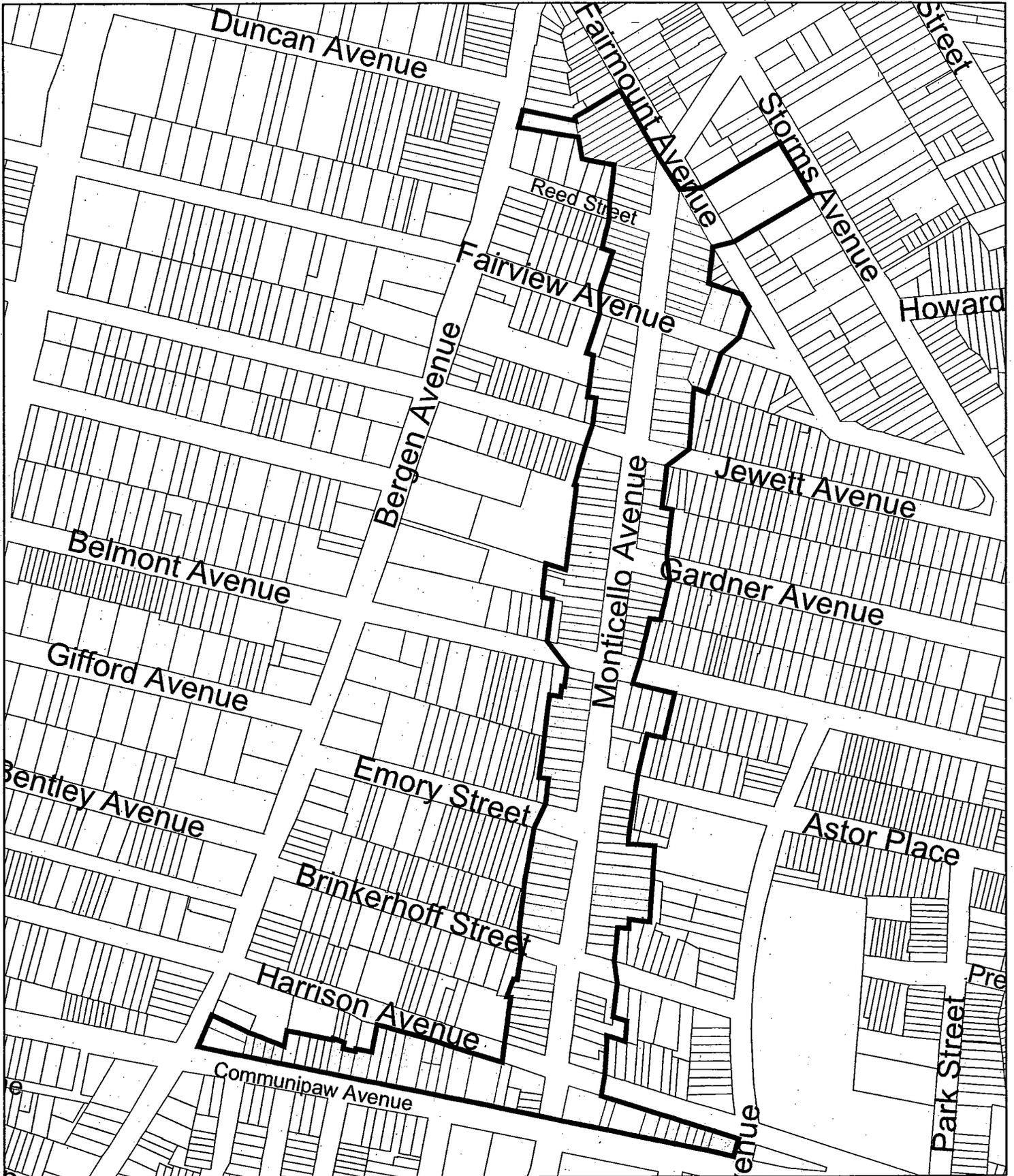
- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies 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. The Acquisition Plan indicates all property to be acquired as a result of this Plan.
- E. The Plan is in general compliance with the Jersey City Master Plan and the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City

Master Plan. 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 the Monticello Avenue Redevelopment Area, and all former zoning will be voided.

X. 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 hundred dollars (\$500), plus all costs for copying and transcripts shall be payable to the City of Jersey City by any for-profit entity requesting to amend this Plan. There will be no fee for the City Planning Division, JCRA or the MCDC should they request amendments hereto.
- 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.



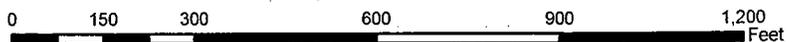
**Monticello Avenue Redevelopment Plan Area
Acquisition Map**

Legend

 To be Acquired



1 inch equals 300 feet



June 15, 2008





City Clerk File No. Ord. 11-093

Agenda No. 3.E 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-093

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO HISTORIC SIGNAGE

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance relating to the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article V includes Signage Standards for all districts, including the Historic (H) districts; and

WHEREAS, the existing Signage Standards for the Historic Districts would benefit from amendments to bring them into closer conformity with existing and appropriate signage already in the neighborhoods; and

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-64, has sought and received the recommendations of the Jersey City Planning Board relative to these issues; and

WHEREAS, prior to being heard by the Planning Board, this Historic Preservation Commission at its meeting of June 13, 2011 did vote to recommend the amendments to the Planning Board; and

WHEREAS, the Planning Board at its meeting of July 12, 2011 did vote to recommend that the Municipal Council amend the Land Development Ordinance Section V as it pertains to Signage; and

WHEREAS, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

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, AICP, PP, Director
Division of City Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO HISTORIC SIGNAGE

2. Name and Title of Person Initiating the Ordinance, etc.:

Carl Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Plan Proposed in the Ordinance:

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the Signage Standards within Historic (H) districts to bring them more into conformity with existing and appropriate signage already in the neighborhoods.

4. Reasons (Need) for the Proposed Program, Project, etc.:

The amendments allow more appropriate and historically typical signs in the Historic districts.

5. Anticipated Benefits to the Community:

Improved signage standards for residents and businesses.

6. Cost of Proposed Plan, etc.:

None

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

9. Persons Responsible for Coordinating Proposed Program, Project, etc.:

Carl Czaplicki, Director, Dept of HEDC
Robert D. Cotter, City Planning Director
Nick Taylor, Acting Director, Division of Zoning

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

July 14, 2011

Date



Department Director Signature

7/14/11

Date

Jersey City - Sign Matrix

Material indicated by strikethrough like this is existing material that is intended to be deleted.
 Material indicated by bold italic like this is new material that is intended to be enacted.
 Amend. 6/16/11

Use	Type of Signage	Maximum Area (sq. feet)	Maximum Number	Max. Height of sign from grade (feet)	Minimum Setbacks of freestanding signs (feet)	Notes
Historic District Design standards in §345-68 shall apply						
Townhouses	Nameplate only	1	1	N/A	N/A	Nameplate must be attached to the building
Schools, Houses of Worship, Governmental Uses	Freestanding (monument only) or	2-20	1	8-4	1/2 of required front yard setback	no backlit signage on freestanding or building signage
	Building	24-20, sum of all signage	2	N/A	N/A	
Bed & Breakfast Inns	Building	2-4	1	N/A	N/A	
Commercial	Building (primary facade)	20% of 5% of ground floor facade, whichever is less 1 sf for each linear foot of frontage	1	N/A	N/A	
	Building (secondary facade)		1 per streetfront	N/A	N/A	
	Window	1/2 the width of the primary facade — to match the size of historic sign as documented by site or photograph evidence. If no historic sign, .5 sf for each linear foot of secondary storefront	N/A	N/A	N/A	Must be metal paint, etched glass, or other treatment approved by HPO for CoNE or HPC for COA. May project a maximum of 8-4 feet from the building. Minimum distance between grade the floor and the bottom of the sign shall be 8 feet. Must be hung by brackets at right angles to the facade.
	Projecting Sign	No more than 25% of total glazed area	1 per facade	N/A	N/A	

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO HISTORIC SIGNAGE

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to modify the Signage Standards within Historic (H) districts to bring them more into conformity with existing and appropriate signage already in the neighborhoods.

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

ORDINANCE NO. Ord. 11-093
 TITLE: 3.E. AUG 10 2011 4.D. AUG 31 2011



Ordinance of the Municipal Council of the City of Jersey
 City adopting amendments to the Land Development
 Ordinance pertaining to Historic Signage.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>SOTTOLANO</u>				moved, seconded by Councilperson <u>GAUGHAN</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote N.V.-Not Voting (Abstain)

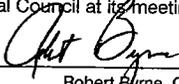
RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

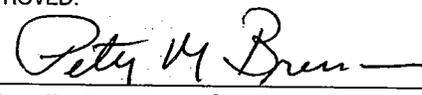
Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011

Adopted on second and final reading after hearing on AUG 31 2011

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



 Robert Byrne, City Clerk

APPROVED:


 Peter M. Brennan, Council President

*Amendment(s):

Date: _____
 APPROVED:


 Jeramiah T. Healy, Mayor

SEP - 8 2011

Date _____

Date to Mayor AUG 31 2011

City Clerk File No. Ord. 11-094

Agenda No. 3.F 1st Reading

Agenda No. 4.E. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 11-094

TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO REQUIRED SETBACKS FOR ZONES AND REDEVELOPMENT PLANS THAT ABUT OR ARE IN CLOSE PROXIMITY TO ROUTE 440, ROUTES 1&9T, AND A PORTION OF COMMUNIPAW AVENUE

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-62, may adopt or amend a zoning ordinance regulating the nature and extent of the uses of land and of buildings and structures thereon, and pursuant to N.J.S.A. 40A:12A-4 and N.J.S.A. 40A:12A-7 may adopt or amend a redevelopment plan regulating the nature and extent of the uses of land and of buildings and structures thereon; and

WHEREAS, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Code of the City of Jersey City, on April 11, 2001, (Ordinance No. 01-042), and several amendments since then; and

WHEREAS, Article V of Chapter 345, the Land Development Ordinance, establishes required setbacks in zones citywide, including various zones abutting or in close proximity to Route 440, Route 1&9T and Communipaw Avenue; and

WHEREAS, the Municipal Council adopted various Redevelopment Plans that abut or are in close proximity to Route 440, Route 1&9T and Communipaw Avenue, which establish required setbacks; and

WHEREAS, the final report for the Route 440/Routes 1&9T Multi-Use Urban Boulevard and Through Truck Diversion Concept Development Study dated May 2011 prepared by Jacobs Engineering recommended the creation of a boulevard and complete street along the entire Route 440/Routes 1&9T corridor in Jersey City between the Bayonne border and Route 7; and

WHEREAS, the Circulation Element of the Master Plan calls for development of a Boulevard and Complete Street for Route 440 and Routes 1&9T in accordance with the concept design that is recommended by the Concept Development study; and

WHEREAS, the boulevard and complete street will serve as a new main street for anticipated redevelopment in the Western Waterfront; and

WHEREAS, the Boulevard and Complete Street that is recommended by the Concept Development Study and the Circulation Element of the Jersey City Master Plan will be constructed wholly within the existing right-of-way in some sections of the Route 440 and Routes 1&9T corridor (mainly to the south of a point that is in the approximate location of Society Hill Drive, and for most of the section between Communipaw Avenue and Duncan Avenue), and it will require widening beyond the existing right-of-way along other sections (mainly between a point that is to the south of Society Hill Drive and a point that is to the north of Communipaw Avenue, and from Duncan Avenue to Route 7), and the proposed required setbacks delineate the outer edges of the future boulevard and complete street where it is wider than the existing right-of-way; and

WHEREAS, it is necessary to preserve land in certain sections along Route 440, Routes 1&9T and a portion of Communipaw Avenue for the future boulevard and complete street that is necessitated by the multi-modal mobility, safety, access and circulation needs of anticipated future development along the roadway; and

02011129

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:** **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO REQUIRED SETBACKS FOR ZONES AND REDEVELOPMENT PLANS THAT ABUT OR ARE IN CLOSE PROXIMITY TO ROUTE 440, ROUTES 1&9T, AND A PORTION OF COMMUNIPAW AVENUE**

2. **Name and Title of Person Initiating the Ordinance:**

Douglas Greenfeld, AICP/PP, Supervising Planner, (201) 547-4284

3. **Concise Description of the Proposed Program, Project or Plan:**

This ordinance amends the Land Development Ordinance to add required setbacks along portions of the Route 440, Routes 1&9T, and Communipaw Avenue near the intersection with Route 440 and Routes 1&9T.

4. **Reasons (Need) for the Proposed Program, Project, etc.:**

The required setbacks are needed to reserve land for a future boulevard and complete street that is necessitated by the multi-modal mobility, safety, access, and circulation needs of anticipated future development along the roadway.

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

A few of the many benefits of the boulevard and complete street include the following: creation of a new "Main" Street for the western waterfront of Jersey City, improvement to traffic operations and safety over current conditions, accommodation of anticipated future traffic volumes, accommodation of bikes and pedestrians, mitigation of traffic noise from cars and trucks, creation of a calm environment and attractive public realm to support new neighborhoods along the western waterfront, more frequent and safer crossings of the corridor for pedestrians and bicyclists.

6. **Cost of Proposed Program or Project:**

There is no cost to amend the Land Development Ordinance.

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

The required setbacks will become effective upon adoption.

8. **Anticipated Completion Date:**

N/A

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

Robert D. Cotter, AICP/PP Planning Director
Nick Taylor, Zoning Officer

10. **Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.


Division Director Signature

Aug 1, 2011
Date


Department Director Signature

August 1, 2011
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO REQUIRED SETBACKS FOR ZONES AND REDEVELOPMENT PLANS THAT ABUT OR ARE IN CLOSE PROXIMITY TO ROUTE 440, ROUTES 1&9T, AND A PORTION OF COMMUNIPAW AVENUE

This Ordinance will amend Article V, §345-60 Supplementary Zoning Regulations of the Land Development Ordinance (Zoning Ordinance) to create a new subsection “§345-60.2 Required setbacks for zones and redevelopment plans that abut or are in close proximity to Route 440, Route 1&9T, and a portion of Communipaw Avenue,” in order to reserve land for a future boulevard and complete street along Route 440, Route 1&9T and a portion of Communipaw Avenue that is necessitated by the multi-modal mobility, safety, access, and circulation needs of anticipated future development along the roadway.

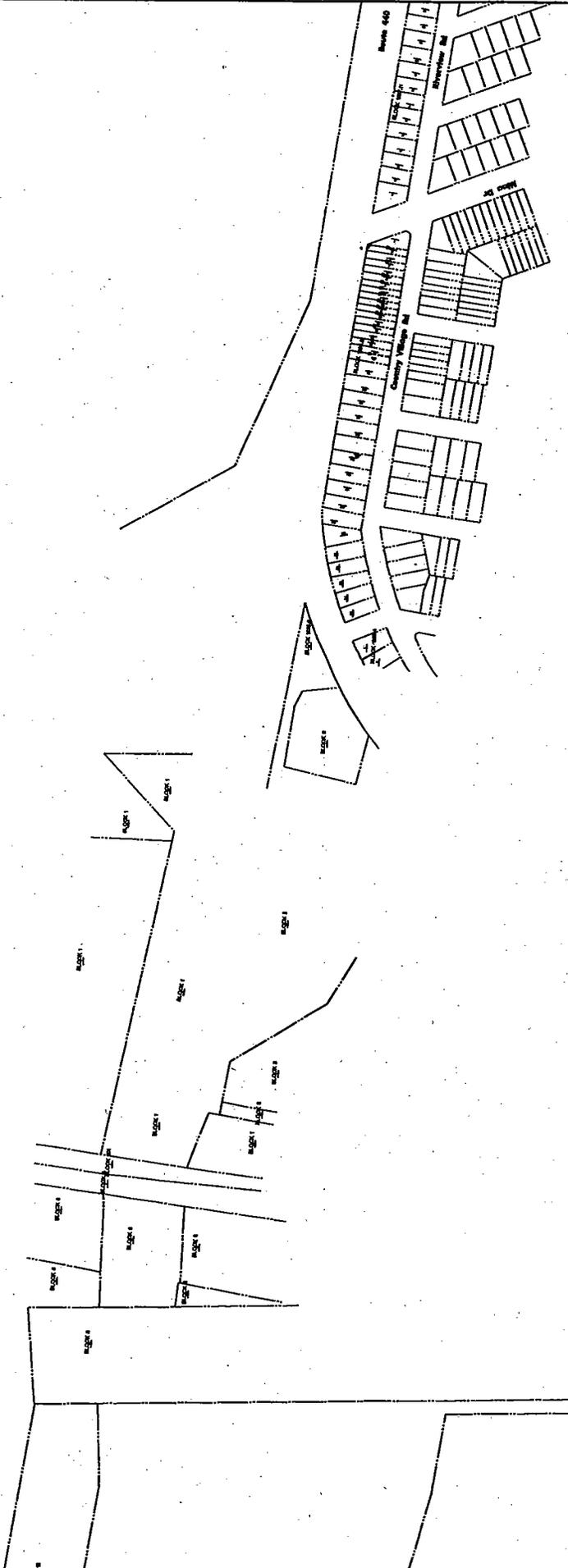
Recommended by the Planning Board on July 12, 2011 for adoption by the Municipal Council:

Material indicated by bold italic *like this* is new material that is intended to be enacted.

ARTICLE V Zoning and Design Standards

§ 345-60.2. Required setbacks for zones and redevelopment plans that abut or are in close proximity to Route 440, Route 1&9T, and a portion of Communipaw Avenue.

- A. The purpose of this Subsection is to reserve land for a future boulevard and complete street along Route 440 and Route 1&9T that is necessitated by the multi-modal mobility, safety, access, and circulation needs of anticipated future development along the roadway.**
- B. There is hereby established within the City of Jersey City required setbacks for all zones and redevelopment plans that abut or are in close proximity to New Jersey State Route 440, New Jersey State Route 1&9T, and a portion of Communipaw Avenue, which shall be known as the "Route 440 / Route 1&9T and Communipaw Avenue Required Setbacks."**
- C. The Route 440 / Route 1&9T and Communipaw Avenue Required Setbacks are established on the map entitled, "Route 440 / Route 1&9T / Communipaw Avenue Required Setbacks", prepared by Jacobs Engineering, and dated July 12, 2011, which includes required setbacks, lot lines, measurements and coordinates, and which is attached hereto and made a part hereof, and which a 1"=200' scale paper copy of the map shall be kept on file and available for public inspection at the office of the Jersey City Division of City Planning.**
- D. The Route 440 / Route 1&9T and Communipaw Avenue Required Setbacks shall prevail upon all land regulated under this Chapter, as well as those properties within a duly adopted redevelopment area. Redevelopment Plans shall be amended, or initially written, as the case may be, to refer to or include the requirements of this Subsection.**
- E. The Zoning map of the City of Jersey City shall be annotated as follows: "Pursuant to § 345-60.2, the Route 440 / Route 1&9T and Communipaw Avenue Required Setbacks shall prevail upon all land regulated under this Chapter, as well as those properties within a duly adopted redevelopment area.**
- F. The Route 440 / Route 1&9T and Communipaw Avenue Required Setbacks shall be delineated on the survey and site plan for all proposed development on all property with frontage on Route 440 or Routes 1&9T, or on Communipaw Avenue where it is within eight hundred (800) feet of Route 440, or within one hundred (100) feet of Route 440 or Routes 1&9T, or within one hundred (100) feet of Communipaw Avenue where it is within eight hundred (800) feet of Route 440.**

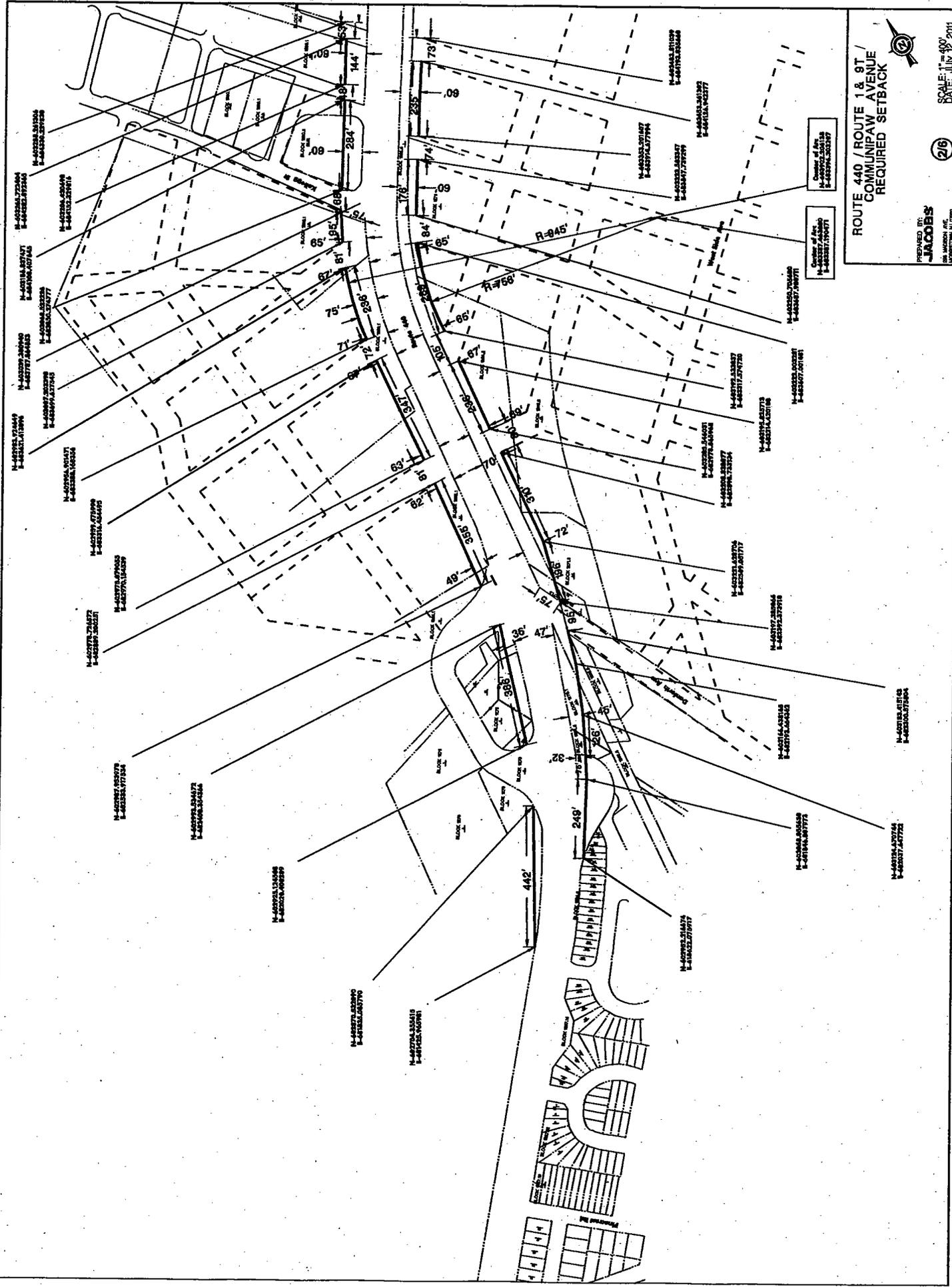


ROUTE 440 / ROUTE 1 & 9T /
COMMUNIPAW AVENUE
REQUIRED SETBACK

PREPARED BY
JACOBS
200 N. MICHIGAN AVE.
ANN ARBOR, MI 48106

SCALE: 1" = 400'
DATE: July 12, 2011

116



ROUTE 440 / ROUTE 1 & 9T /
 COMMUNIPAW AVENUE
 REQUIRED SETBACK



PREPARED BY
JACOBS
 100 MADISON AVE.
 HARTFORD, CT 06103

2/6

SCALE: 1" = 40'
 DATE: July 12, 2011

County of Ave
 M-402284.01524
 M-402284.01525

County of Ave
 M-402284.01526
 M-402284.01527

County of Ave
 M-402284.01528
 M-402284.01529

County of Ave
 M-402284.01530
 M-402284.01531

County of Ave
 M-402284.01532
 M-402284.01533

County of Ave
 M-402284.01534
 M-402284.01535

County of Ave
 M-402284.01536
 M-402284.01537

County of Ave
 M-402284.01538
 M-402284.01539

County of Ave
 M-402284.01540
 M-402284.01541

County of Ave
 M-402284.01542
 M-402284.01543

County of Ave
 M-402284.01544
 M-402284.01545

County of Ave
 M-402284.01546
 M-402284.01547

County of Ave
 M-402284.01548
 M-402284.01549

County of Ave
 M-402284.01550
 M-402284.01551

County of Ave
 M-402284.01552
 M-402284.01553

County of Ave
 M-402284.01554
 M-402284.01555

County of Ave
 M-402284.01556
 M-402284.01557

County of Ave
 M-402284.01558
 M-402284.01559

County of Ave
 M-402284.01560
 M-402284.01561

County of Ave
 M-402284.01562
 M-402284.01563

County of Ave
 M-402284.01564
 M-402284.01565

County of Ave
 M-402284.01566
 M-402284.01567

County of Ave
 M-402284.01568
 M-402284.01569

County of Ave
 M-402284.01570
 M-402284.01571

County of Ave
 M-402284.01572
 M-402284.01573

County of Ave
 M-402284.01574
 M-402284.01575

County of Ave
 M-402284.01576
 M-402284.01577

County of Ave
 M-402284.01578
 M-402284.01579

County of Ave
 M-402284.01580
 M-402284.01581

County of Ave
 M-402284.01582
 M-402284.01583

County of Ave
 M-402284.01584
 M-402284.01585

County of Ave
 M-402284.01586
 M-402284.01587

County of Ave
 M-402284.01588
 M-402284.01589

County of Ave
 M-402284.01590
 M-402284.01591

County of Ave
 M-402284.01592
 M-402284.01593

County of Ave
 M-402284.01594
 M-402284.01595

County of Ave
 M-402284.01596
 M-402284.01597

County of Ave
 M-402284.01598
 M-402284.01599

County of Ave
 M-402284.01600
 M-402284.01601

County of Ave
 M-402284.01602
 M-402284.01603

County of Ave
 M-402284.01604
 M-402284.01605

County of Ave
 M-402284.01606
 M-402284.01607

County of Ave
 M-402284.01608
 M-402284.01609

County of Ave
 M-402284.01610
 M-402284.01611

County of Ave
 M-402284.01612
 M-402284.01613

County of Ave
 M-402284.01614
 M-402284.01615

County of Ave
 M-402284.01616
 M-402284.01617

County of Ave
 M-402284.01618
 M-402284.01619

County of Ave
 M-402284.01620
 M-402284.01621

County of Ave
 M-402284.01622
 M-402284.01623

County of Ave
 M-402284.01624
 M-402284.01625

County of Ave
 M-402284.01626
 M-402284.01627

County of Ave
 M-402284.01628
 M-402284.01629

County of Ave
 M-402284.01630
 M-402284.01631

County of Ave
 M-402284.01632
 M-402284.01633

County of Ave
 M-402284.01634
 M-402284.01635

County of Ave
 M-402284.01636
 M-402284.01637

County of Ave
 M-402284.01638
 M-402284.01639

County of Ave
 M-402284.01640
 M-402284.01641

County of Ave
 M-402284.01642
 M-402284.01643

County of Ave
 M-402284.01644
 M-402284.01645

County of Ave
 M-402284.01646
 M-402284.01647

County of Ave
 M-402284.01648
 M-402284.01649

County of Ave
 M-402284.01650
 M-402284.01651

County of Ave
 M-402284.01652
 M-402284.01653

County of Ave
 M-402284.01654
 M-402284.01655

County of Ave
 M-402284.01656
 M-402284.01657

County of Ave
 M-402284.01658
 M-402284.01659

County of Ave
 M-402284.01660
 M-402284.01661

County of Ave
 M-402284.01662
 M-402284.01663

County of Ave
 M-402284.01664
 M-402284.01665

County of Ave
 M-402284.01666
 M-402284.01667

County of Ave
 M-402284.01668
 M-402284.01669

County of Ave
 M-402284.01670
 M-402284.01671

County of Ave
 M-402284.01672
 M-402284.01673

County of Ave
 M-402284.01674
 M-402284.01675

County of Ave
 M-402284.01676
 M-402284.01677

County of Ave
 M-402284.01678
 M-402284.01679

County of Ave
 M-402284.01680
 M-402284.01681

County of Ave
 M-402284.01682
 M-402284.01683

County of Ave
 M-402284.01684
 M-402284.01685

County of Ave
 M-402284.01686
 M-402284.01687

County of Ave
 M-402284.01688
 M-402284.01689

County of Ave
 M-402284.01690
 M-402284.01691

County of Ave
 M-402284.01692
 M-402284.01693

County of Ave
 M-402284.01694
 M-402284.01695

County of Ave
 M-402284.01696
 M-402284.01697

County of Ave
 M-402284.01698
 M-402284.01699

County of Ave
 M-402284.01700
 M-402284.01701

County of Ave
 M-402284.01702
 M-402284.01703

County of Ave
 M-402284.01704
 M-402284.01705

County of Ave
 M-402284.01706
 M-402284.01707

County of Ave
 M-402284.01708
 M-402284.01709

County of Ave
 M-402284.01710
 M-402284.01711

County of Ave
 M-402284.01712
 M-402284.01713

County of Ave
 M-402284.01714
 M-402284.01715

County of Ave
 M-402284.01716
 M-402284.01717

County of Ave
 M-402284.01718
 M-402284.01719

County of Ave
 M-402284.01720
 M-402284.01721

County of Ave
 M-402284.01722
 M-402284.01723

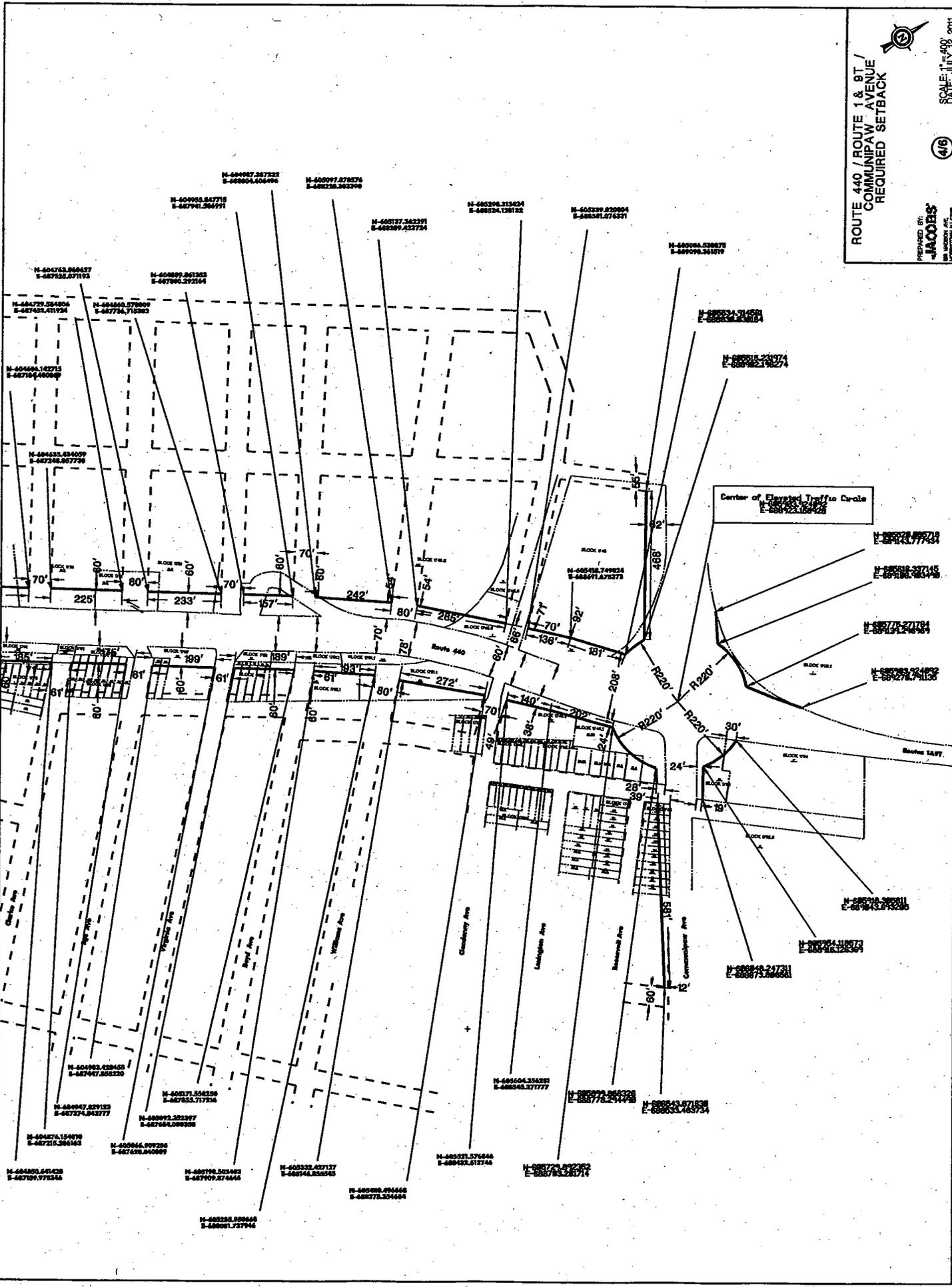


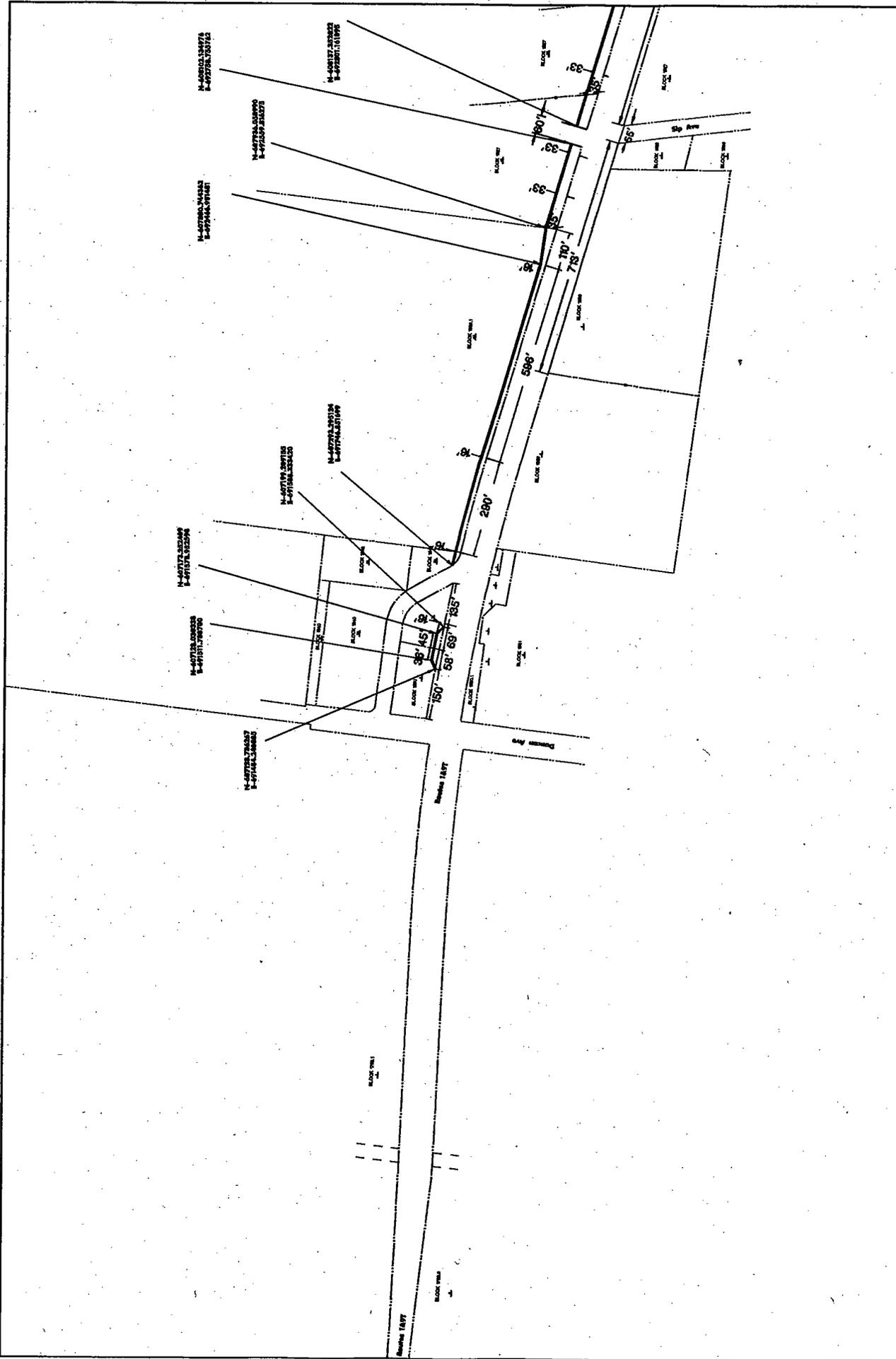
ROUTE 440 / ROUTE 1 & 81 /
COMMUNIPAW AVENUE
REQUIRED SETBACK

SCALE: 1"=40' DATE: JULY 12, 2011

416

PREPARED BY:
JACOBS
100 WILSON AVE
MIDDLETOWN, CT 06457





ROUTE 440 / ROUTE 1 & RT.
 COMMUNIPAW AVENUE
 REQUIRED SETBACK

PREPARED BY:
JACOBS
 SAN JOSE, CA
 WASHINGTON, DC

SCALE: 1"=400'
 DATE: JULY 18, 2011

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

ORDINANCE NO. Ord. 11-094
 TITLE: 3.F. AUG 10 2011 4.E. AUG 31 2011



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Land Development Ordinance pertaining to required setbacks for zones and redevelopment plans that abut or are in close proximity to Route 440, Routes 1&9T and a portion of Communipaw Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP				AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

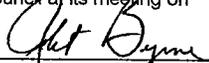
✓ Indicates Vote

N.V.-Not Voting (Abstain)

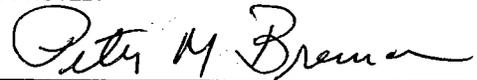
Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011

Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011


 Robert Byrne, City Clerk

APPROVED:



Peter M. Brennan, Council President

Date: AUG 31 2011

APPROVED:



Jeremiah T. Healy, Mayor

SEP - 8 2011

Date _____

Date to Mayor AUG 31 2011



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-095

TITLE: ORDINANCE AMENDING ORDINANCE 11-035 TO AUTHORIZE THE CONVEYANCE OF 242 BERGEN AVENUE TO BERGEN COURT INC. A NON PROFIT CORPORATION FOR THE PURPOSE OF CONSTRUCTING 12 UNITS OF AFFORDABLE RENTAL HOUSING.

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

WHEREAS: Ordinance 11—035, adopted on March 23,2011, authorized the transfer of Block 1986, Lot 3.A, also known as 242 Bergen Ave. (Property), from the City of Jersey City (City) to the Jersey City Episcopal Community Development Corp (JCECDC), a non profit 501 (c)3 corporation, whose corporate purpose is to construct residential housing; and

WHEREAS, the conveyance approved by the adoption of Ordinance 11-035 was authorized pursuant to NJSA 40A: 12-21(1) of the Local Lands and Buildings Law which allows a municipality to negotiate a sale for nominal consideration to a nonprofit housing corporation for the purpose of constructing housing for low and moderate income persons; and

WHEREAS, pursuant to Ordinance 11-035 JCECDC agreed to construct 12 units of low and moderate income housing with 30 year affordability controls, together with onsite parking; and

WHEREAS, it is necessary to and Ordinance 11-035 and the Development Agreement dated February 9, 2010 between the City and JCECDC to include the above amendments.

WHEREAS, JCECDC has secured \$360,000.00 in Hudson Cares 1 Funds from New Bridge Services Inc. to partially finance the property

WHEREAS, in order to fund the project **START EASY EAGLE DEVELOPMENT CORP. (SEED)**, a 501 (c)3 Non Profit Corporation must be part of the ownership entity.

WHEREAS, JCECDC and SEED have established Bergen Court Inc. a Non Profit Corporation wholly owned by JCECDC and SEED both 501 (c)3 corporations.

WHEREAS, is necessary to amend Ordinance 11-035 and the Development agreement dated 2.9.2010 between the city and JCECDC to include the above amendment.

NOW, THEREFORE BE IT ORDAINED, by the Municipal council of the City of Jersey City:

1) The conveyance of Block 1986, Lot 3.A, also known as 242 Bergen Ave. (Property) , from the City of Jersey City (City) to Bergen Court Inc. for the sum of \$110,000.00, pursuant to NJSA 40 A: 12.21 (1) , is hereby approved.

ORDINANCE AMENDING ORDINANCE 11-035 TO AUTHORIZE THE CONVEYANCE OF 242 BERGEN AVENUE TO BERGEN COURT INC. A NON PROFIT CORPORATION FOR THE PURPOSE OF CONSTRUCTING 12 UNITS OF AFFORDABLE RENTAL HOUSING.

2) Bergen Court shall construct 12 units on the property; units shall be deed restricted as low and moderate income affordable rental units for a period of 30 years.

3) The Mayor or Business Administrator is authorized to execute an Amended and Restarted Development Agreement, in substantially the form attached here, subject to such modifications as the Business Administrator or Corporation Counsel deems appropriate or necessary and any other documents appropriate or necessary to effectuate the purpose of the within ordinance.

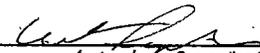
A) All ordinances, specially Ordinance 11-035, and parts of ordinances inconsistent herewith are hereby repealed.

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 the manner as prescribed by law.

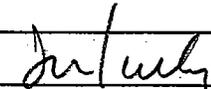
D) The City Clerk and the Corporation Counsel be and they are hereby authorizing and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, the order to avoid confusion and possible accidental repealers of existing provisions.

APPROVED AS TO LEGAL FORM



A. S. F. Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 11-095
 TITLE: 3.G. AUG 10 2011 4.F. AUG 31 2011



Ordinance amending Ordinance 11-035 to authorize the conveyance of 242 Bergen Avenue to Bergen Court Inc. a Non-Profit Corporation for the purpose of constructing 12 units of affordable rental housing.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>BRENNAN</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011

Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan, Council President

Date: AUG 31 2011

APPROVED:

Jerramiah T. Healy, Mayor

Date: SEP - 8 2011

Date to Mayor AUG 31 2011

*Amendment(s):

City Clerk File No. Ord. 11-096

Agenda No. 3.H 1st Reading

Agenda No. 4.G 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

VETOED BY MAYOR
SEPTEMBER 8, 2011

CITY ORDINANCE 11-096

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL)
ARTICLE III (EMPLOYEE REGULATIONS) OF THE JERSEY CITY MUNICIPAL CODE**

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

A. The following amendments and supplements to Chapter 53 (Personnel) Article III (Employee Regulations) Section 26 (Use of City-Owned Vehicles) of the Jersey City Municipal Code are adopted:

ARTICLE III Employee Regulations

§ 53-26. Use of city-owned vehicles.

- A. Vehicles assigned to city employees for use in connection with their duties may be used for city business only. No city employee may use a city vehicle for any personal or unauthorized purpose. Any employee who uses a city vehicle for any personal or unauthorized purpose may be subject to discipline and shall be required to reimburse the city for the equivalent rental value of the vehicle.
- B. Every employee who is assigned a city vehicle for use in connection with his or her duties must return the vehicle to the Department of Public Works compound or a facility designated by his or her Department Director at the end of his or her work day. Employees who are on call on a twenty-four-hour basis shall be exempt from this requirement. Vehicles which are not returned to city facilities during nonbusiness hours may not be used for personal or nonbusiness purposes.
- C. Each Department Director shall file with the City Clerk the names of employees within his or her department who are assigned city vehicles, the make, model and license plate number of the vehicle and the purpose for which the vehicle is assigned. As to each employee the Department Director shall indicate whether the assigned vehicle bears the Jersey City identification required by Subsection D and whether the employee is subject to duty twenty-four (24) hours per day.
- D. Each city vehicle assigned to an employee, unless ~~exempted by the Mayor and Business Administrator~~ a designated police vehicle, shall bear the City Seal and the following identification on each side in letters at least three (3) inches high:

CITY OF JERSEY CITY
FOR OFFICIAL USE ONLY

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL)
ARTICLE III (EMPLOYEE REGULATIONS) OF THE JERSEY CITY MUNICIPAL CODE**

C. 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.

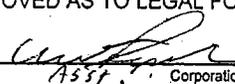
D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel 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*.

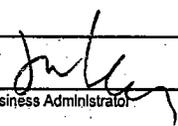
WM/igp/he
3/4/10
8/02/11

APPROVED AS TO LEGAL FORM



1554 Corporation Counsel

APPROVED: _____


APPROVED: _____
Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 11-096
 TITLE: 3.H. AUG 10 2011 4.G. AUG 31 2011



Ordinance amending and supplementing Chapter 53
 (Personnel) Article III (Employee Regulations) of the
 Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 7-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ		✓	

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>BRENNAN</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote JOHN SEBOROWSKI N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

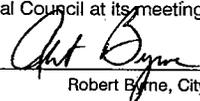
✓ Indicates Vote N.V.-Not Voting (Abstain)

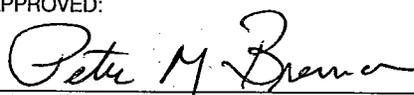
RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 5-4											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO		✓		GAUGHAN		✓		BRENNAN		✓	
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ		✓	

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011


 Robert Byrne, City Clerk

APPROVED:

 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011

APPROVED:
VETOED BY MAYOR
 Jerramiah T. Healy, Mayor

Date SEPTEMBER 8, 2011

Date to Mayor AUG 31 2011

CITY OF JERSEY CITY



JERRAMIAH T. HEALY
MAYOR

CITY HALL
JERSEY CITY, NJ 07302
TEL: (201) 547-5200
FAX: (201) 547-4288

September 8, 2011

Robert Byrne, Municipal Clerk
280 Grove Street
Jersey City, N.J. 07302

**Re: Veto of Ordinance No. 11-096
Use of City-owned Vehicles**

Dear Mr. Byrne:

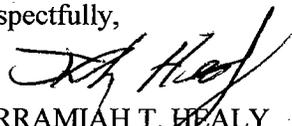
Pursuant to N.J.S.A. 40:69A-41, I am returning Ordinance No. 11-096 without my approval.

The ordinance contravenes the provisions of the Faulkner Act regarding the executive authority vested in the Mayor. Under the Faulkner Act, the Mayor rather than the Municipal Council has the authority to "supervise the care and custody of all municipal property." N.J.S.A. 40:69A-40(F), the Municipal Council has no authority over property except that which has been assigned them by the Mayor. As the New Jersey Supreme Court pointed out in City of Newark v. James, 183 NJ 361, 371 (2005), "where one branch of government has been specifically vested with the authority to act in a prescribed manner, neither of the other branches may usurp that authority."

The 1985 amendments to the Optional Charter Law, otherwise known as the Faulkner Act, N.J.S.A. 40:69A-32 et seq., clarified these separation of powers between the legislative and executive branches of local government. (See statement to Senate Bill No. 1206-L. 1985, c. 374). The Faulkner Act vests the Mayor with the executive functions and the Municipal Council with the legislative functions of local government. Thompson v. City of Atlantic City, 190 NJ 359 (2007).

Accordingly, I herewith return Ordinance No. 11-096 without my approval. Recently, the City Council passed an ordinance making the use of a City car part of their compensation, and any City Council members who wish to place a City Seal Insignia on their cars are free to do so and the Department of Public Works would be happy to affix the decals.

Respectfully,


JERRAMIAH T. HEALY
MAYOR

cc: Members of the Municipal Council
Robert Byrne, City Clerk
John Kelly, Business Administrator
William C. Matsikoudis, Corporation Counsel

City Clerk File No. Ord. 11-097

Agenda No. 3.I 1st Reading

Agenda No. 4.H 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-097

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING THE SOUTH SIDE OF COMMUNIPAW AVENUE FROM BERRY LANE TO 107 FEET EASTERLY AS NO PARKING, MONDAY THROUGH FRIDAY, 6:00 A.M. TO 5:00 P.M.

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 332-24 **PARKING PROHIBITED CERTAIN HOURS**

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
Communipaw Av	North	All days	7:00 a.m. to 9:00 a.m.	Crescent Av 148 feet east of Monticello Av
			4:00 p.m. to 6:00 p.m.	
	North	M - F	8:00 a.m. to 5:00 p.m.	119 feet west of Manning Av 22 feet west
			7:00 a.m. to 9:00 a.m.	
	North	All days	4:00 p.m. to 6:00 p.m.	270 feet west of Kennedy Blvd 155 feet east of West Side Av
			<u>6:00 a.m. to 5:00 p.m.</u>	
South	M - F	<u>6:00 a.m. to 5:00 p.m.</u>	<u>Berry Lane 107 feet east</u>	
South	M-F	All days	8:00 a.m. to 5:00 p.m.	102 feet east of Manning Av 40 feet west
			7:00 a.m. to 9:00 a.m.	
			4:00 p.m. to 6:00 p.m.	

Continued.....

JDS:pcl
(7.26.11)

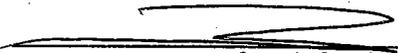
- 2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- 4. The City Clerk and the Corporation Counsel may change any chapter 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.

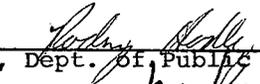
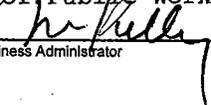
NOTE: All new material to be inserted is underscored.

JDS:pcl
(07.26.11)

APPROVED: 
 Director of Traffic & Transportation

APPROVED: 
 Municipal Engineer 7/26/11

APPROVED AS TO LEGAL FORM

 Corporation Counsel

APPROVED:  7/27/11
 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 III(Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24(Parking Prohibited During Certain Hours) designating the south side of Communipaw Avenue from Berry Lane to 107 feet easterly as no parking, Monday through Friday, 6:00 a.m. to 5:00 p.m.

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 Karl Tenn on behalf of the Tenmarc Building, 480 Communipaw Avenue

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Designate the south side of Communipaw Avenue beginning at Berry Lane and extending 107 feet easterly, Monday through Friday, 6:00 a.m. to 5:00 p.m.

4. Reasons (need) for the proposed program, project, etc.:

The Tenmarc Building has an expanded loading dock constructed at 480 Communipaw Avenue. To facilitate trucks entering and exiting this loading area it is necessary to clear the parking lane on the opposite side of the street with no parking, during the hours of operation, Monday through Friday, 6:00 a.m. to 5:00 p.m.

5. Anticipated benefits to the community:

Improve traffic safety, reduce the risk of accidents.

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:

At approximately \$200.00 per sign/post installation, \$400.00, (2 channels & 2 signs required)

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

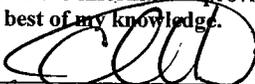
9. Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works, 201.547.4492

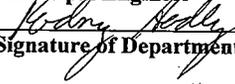
10. Additional comments:

This parking restriction was submitted to the Planning Board at the time of the application for site plan approval for the Tenmarc Building.

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

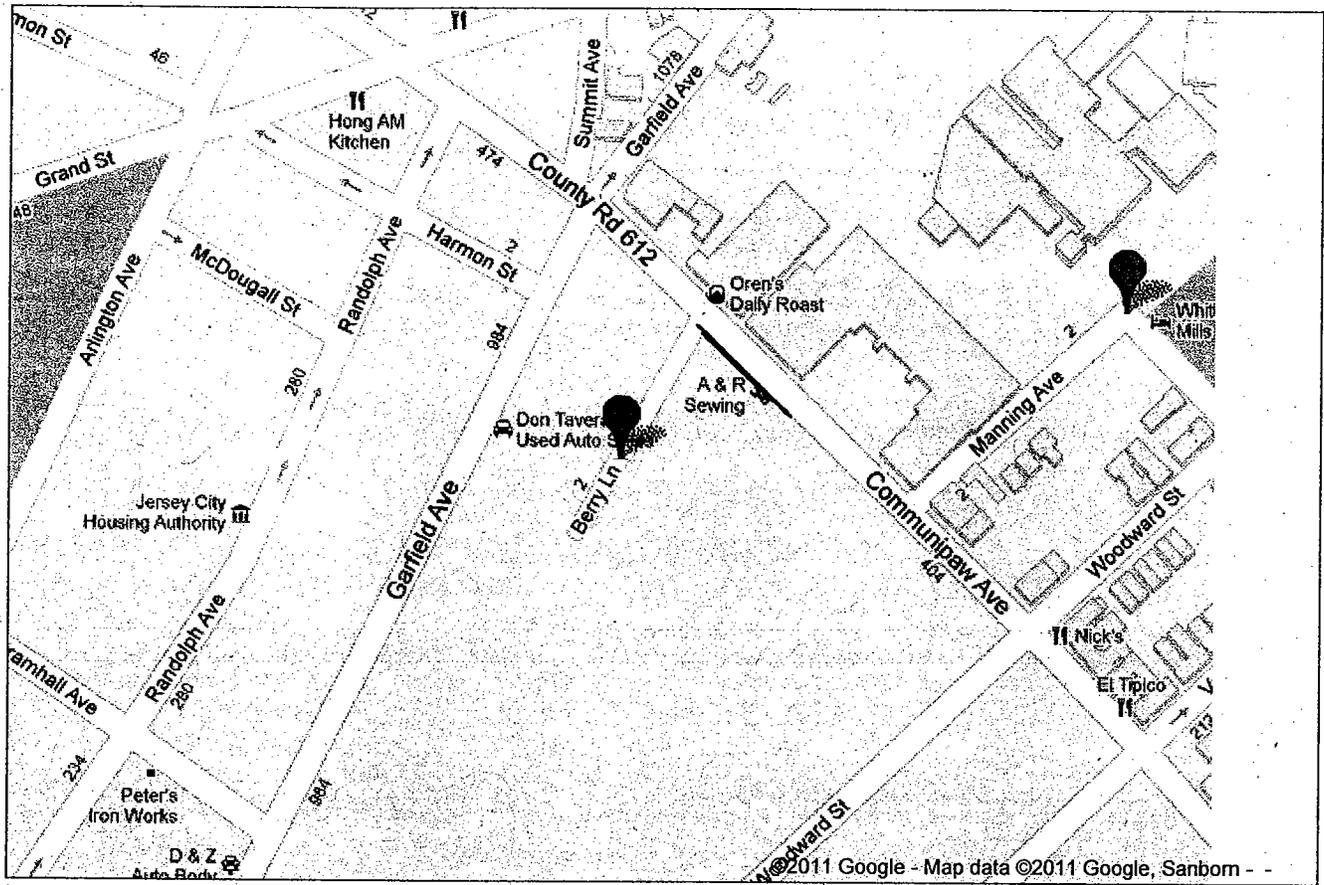
7/26/11
Date


Signature of Department Director

7/27/11
Date

Google maps

To see all the details that are visible on the screen, use the "Print" link next to the map.



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

ORDINANCE NO. Ord. 11-097
 TITLE: 3.I. AUG 10 2011 4.H. AUG 31 2011



An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code amending Section 332-24 (Parking Prohibited Certain Hours) designating the south side of Communipaw Avenue from Berry Lane to 107 feet easterly as (No Parking, Monday through Friday, 6:00 a.m. to 5:00 p.m..)

RECORD OF COUNCIL VOTE ON INTRODUCTION											
				AUG 10 2011 8-0							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
				AUG 31 2011 9-0							
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>BRENNAN</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
				AUG 31 2011 9-0							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011

APPROVED:

Jerramiah T. Healy, Mayor
SEP - 8 2011

Date _____

Date to Mayor AUG 31 2011

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) Section 332-7 (Prohibited Turns at Intersections) of the Jersey City Code repealing the left turn prohibition for vehicles northbound on Herbert Place to westbound on Newark Avenue, Daily, 7:00 a.m. to 10:00 p.m. and southbound on Liberty Avenue to eastbound on Newark Avenue, Daily, 7:00 a.m. to 10:00 p.m.

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 Councilwoman Lopez on behalf of the Newark Avenue Merchants

3. Concise description of program, project or plan proposed in the ordinance/resolution:

Repeal the left turn prohibition for vehicles north on Herbert Place turning west on Newark Avenue and for vehicles south on Liberty Avenue turning east on Newark Avenue.

4. Reasons (need) for the proposed program, project, etc.:

Liberty Avenue is no longer a "one way south", it is now a "one way north", therefore, this prohibition shall be repealed.

Since Liberty Avenue is a "one way north" traveling away from Newark Avenue, there is no longer a conflict between vehicles turning left on to Newark Avenue from Herbert Place and from Liberty Avenue

Also, by allowing the northbound traffic on Herbert Place to turn west on to Newark Avenue the traffic volume traveling east on Newark Avenue towards Kennedy Boulevard will be reduced.

5. Anticipated benefits to the community:

Improve traffic circulation and traffic 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, \$100.00 to cover the cost of the labor required to remove the sign.

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

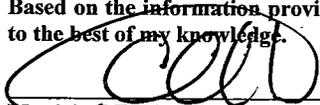
Twenty days after adoption by the Jersey City Municipal Council

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

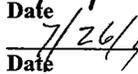
10. Additional comments:

Based on the information provided to me, I certify that all the facts presented herein are accurate, to the best of my knowledge.


Municipal Engineer


Date


Signature of Department Director


Date

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

ORDINANCE NO. Ord. 11-098

TITLE:

3.J. AUG 10 2011 4.I. AUG 31 2011

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-7 (Prohibited turns at Intersections) of the Jersey City Traffic Code repealing the left turn prohibition for vehicles northbound on Herbert Place to westbound on Newark Avenue, Daily 7:00 a.m. to 10:00 p.m. and southbound on Liberty Avenue to eastbound on Newark Avenue, Daily, 7:00 a.m. to 10:00 p.m..



RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>BRENNAN</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011

Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011
APPROVED:

Jeremiah T. Healy, Mayor

Date SEP - 8 2011

Date to Mayor AUG 31 2011

City Clerk File No. Ord. 11-099

Agenda No. 3.K 1st Reading

Agenda No. 4.J. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-099

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 408-410 BERGEN AVENUE; 542-546 BERGEN AVENUE; 127-129 CARLTON AVENUE; 100-98 COTTAGE STREET; 226 HANCOCK AVENUE; 84-86 HARMON STREET; 16-18 NEW STREET; 55-57 OCEAN AVENUE; 330-332 PAVONIA AVENUE; 331-333-333 ½ PAVONIA AVENUE; 40-42 RANDOLPH AVENUE; 299-301 SECOND STREET; 155-155A SHERMAN AVENUE; 35 STEVENS AVENUE; 90-88 THORNE STREET; 175-177 VAN HORNE STREET; 194-196 VAN NOSTRAND AVENUE; 126-128 WAYNE STREET AND 44-46 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 333 CLAREMONT AVENUE; 364 FULTON AVENUE AND 41 MADISON AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 242-244 FOWLER AVENUE; 67 GRANT AVENUE AND 27 MONITOR STREET

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>Jeneva Ray</u>	<u>408-410 Bergen Avenue</u>
<u>Joyce Johnson</u>	<u>542-546 Bergen Avenue</u>
<u>Raymond Quintana</u>	<u>127-129 Carlton Avenue</u>
<u>[Major] Joan Brown</u>	333 Claremont Avenue
<u>Michael Blischak</u>	<u>100-98 Cottage Street</u>
Remedios Reside	<u>248 Fowler Avenue [242-244]</u>
<u>Alex Malast</u>	364 Fulton Avenue
<u>Carmelo Soto</u>	<u>226 Hancock Avenue</u>
Tina Wilson	<u>84-86 Harmon Street [27 Monitor Street]</u>
<u>[Jessie] Thaddeus Smith</u>	41 Madison Avenue
Sabe Penn	<u>16-18 New Street [67 Grant Avenue]</u>
<u>Rosa Silva</u>	<u>55-57 Ocean Avenue</u>
<u>Michael Sielski</u>	<u>330-332 Pavonia Avenue</u>
<u>Michael Giordano</u>	<u>331-333-333 ½ Pavonia Avenue</u>

Continued.....
JDS:pcl
(08.02.11)

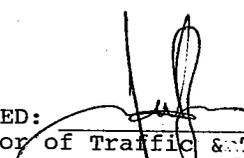
Maurice Long
David Quy
Julie Castelluzzo
Venies Polite
Lorraine Zadroga
Rene Berrios
Catherine Hill
Jose Perez
Tina Colon

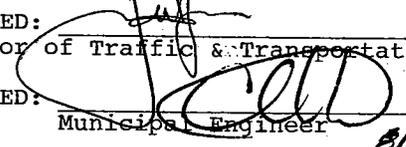
40-42 Randolph Avenue
299-301 Second Street
155-155A Sherman Avenue
35 Stevens Avenue
90-88 Thorne Street
175-177 Van Horne Street
194-196 Van Nostrand Avenue
126-128 Wayne Street
44-46 Zabriskie Street

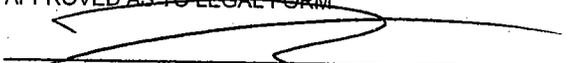
- 2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- 4. This ordinance shall take effect at the time and in the manner as 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.

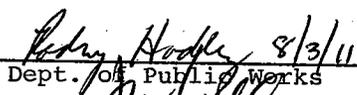
NOTE: The new material to be inserted is underscored; the material to be repealed is in *[brackets]*.

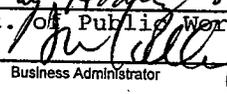
JDS:pcl
(08.02.11)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer *8/2/11*

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Director, Dept. of Public Works *8/3/11*

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 408-410 BERGEN AVENUE; 542-546 BERGEN AVENUE; 127-129 CARLTON AVENUE; 100-98 COTTAGE STREET; 226 HANCOCK AVENUE; 84-86 HARMON STREET; 16-18 NEW STREET; 55-57 OCEAN AVENUE; 330-332 PAVONIA AVENUE; 331-333-333 1/2 PAVONIA AVENUE; 40-42 RANDOLPH AVENUE; 299-301 SECOND STREET; 155-155A SHERMAN AVENUE; 35 STEVENS AVENUE; 90-88 THORNE STREET; 175-177 VAN HORNE STREET; 194-196 VAN NOSTRAND AVENUE; 126-128 WAYNE STREET AND 44-46 ZABRISKIE STREET AND AMEND THE RESERVED PARKING SPACE AT 333 CLAREMONT AVENUE; 364 FULTON AVENUE AND 41 MADISON AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 242-244 FOWLER AVENUE; 67 GRANT AVENUE AND 27 MONITOR STREET

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
39 disabled parking signs @ \$100.00 ea. \$3,900.00
29 channels (approximate count) @ \$100.00 ea. \$2,900.00

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8. Anticipated completion date:

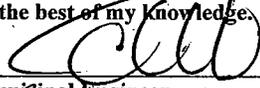
Twenty days after adoption by the Jersey City Municipal Council

9. Person responsible for coordinating proposed program, project, etc.:

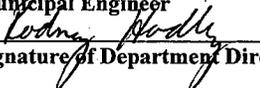
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation ex. 4492

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
Date 8/2/11



Signature of Department Director
Date 8/3/11

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

ORDINANCE NO. Ord 11-099

3.K **AUG 10 2011** 4.J. **AUG 31 2011**

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 408-410 Bergen Avenue; 542-546 Bergen Avenue; 127-129 Carlton Avenue; 100-98 Cottage Street; 226 Hancock Avenue; 84-86 Harmon Street; 16-18 New Street; 55-57 Ocean Avenue; 330-332 Pavonia Avenue; 331-333-333 1/2 Pavonia Avenue; 40-42 Randolph Avenue; 299-301 Second Street; 155-155A Sherman Avenue; 35 Stevens Avenue; 90-88 Thorne Street; 175-177 Van Home Street; 194-196 Van Nostrand Avenue; 126-128 Wayne Street and 44-46 Zabriskie Street and amend the reserved parking space at 333 Claremont Avenue; 364 Fulton Avenue and 41 Madison Avenue and repeal the reserved parking space at 242-244 Fowler Avenue; 67 Grant Avenue and 27 Monitor Street.



RECORD OF COUNCIL VOTE ON INTRODUCTION											
								AUG 10 2011 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
								AUG 31 2011 8-0			
Councilperson <u>SOTTOLANO</u> moved, seconded by Councilperson <u>GAUGHAN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
								AUG 31 2011 9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:
Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011
 APPROVED:
Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date SEP -1 2011

Date to Mayor AUG 31 2011



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-100

TITLE: **An Ordinance Dedicating that Erie Street
From Ninth Street to Pavonia Avenue Also be Known as
PRINCIPAL MARVIN A. STRYNAR DRIVE**

WHEREAS, **Marvin A. Strynar**, a lifelong resident of Jersey City, is a graduate of Abraham Lincoln High School and Jersey City Junior College (now known as New Jersey City University); and

WHEREAS, **Marvin A. Strynar** furthered his education at New York University and Columbia University. **Mr. Strynar** is certified by the State of New Jersey as a School Administrator; and

WHEREAS, **Marvin A. Strynar** began his career with the Jersey City Public Schools in 1956 as an elementary school teacher. His desire to achieve and his love for education earned him promotions which culminated in his appointment as Principal of P.S. #37, the "Rafael Cordero School" on August 26, 1970; and

WHEREAS, **Marvin A. Strynar** has devoted himself to the cause of education and has developed the Cordero School as a model for the City of Jersey City and the State of New Jersey. He has instituted many programs at the Cordero School with such success as that they were adopted by the entire school system; and

WHEREAS, **Marvin A. Strynar** is recognized and credited for the development of a "School-Within-A-School," accredited by the Middle School National Association; the creation of the Cordero Learning Center, an evening homework helping program; School Council Leadership, a site based management system which became the first of its kind in the system; and the creation of C.A.S.P.E.R., the Children's After School Program for Education and Recreation; and

WHEREAS, during his fifty-five (55) years of service to the school system and forty-one (41) years as principal, **Marvin A. Strynar** is considered as an educational visionary. His pioneering efforts have been recognized and he has been the recipient of numerous awards and honors during his tenure. Under his leadership, the Cordero School has received many accolades and is the recipient of grants from the State of New Jersey Department of Education and the Dodge Foundation.

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council of the City of Jersey City deems it fitting and proper to honor **Marvin A. Strynar** by dedicating that Erie Street from Ninth Street to Pavonia Avenue also be known as **Principal Marvin A. Strynar Drive**.

- 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\JANET\ORD\STRYNAR, MARVIN A.-wpd

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

mt all
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 11-100
 TITLE: 3.L. AUG 10 2011 4.K. AUG 31 2011



An ordinance dedicating that Erie Street from Ninth Street to Pavonia Avenue also be known as Principal Marvin A. Strynar Drive.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
				AUG 10 2011				8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
				AUG 31 2011				8-0			
Councilperson <u>BRENNAN</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	ABSENT			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)
LAVERN WEBB WASHINGTON
JOSEPH KRATNIK

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
				AUG 31 2011				9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011
Robert Byrne
 Robert Byrne, City Clerk

APPROVED:
Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 31 2011
 APPROVED:
Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date: SEP - 8 2011

Date to Mayor: AUG 31 2011

City Clerk File No. Ord. 11-101
Agenda No. 3.M 1st Reading
Agenda No. 4.L. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-101

TITLE: ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY GENESIS OCEAN ASSOCIATES 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, Genesis Ocean Associates 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 owns certain property known as Block 1332, Lots 1, 2, A, B, C, 20.99 and 18.92, on the City's Official Tax map, more commonly known by the street addresses of 441-443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, and more specifically described by metes and bounds, in the application (Property); and

WHEREAS, the Property is located within an Urban Enterprise Zone and the Morris Canal Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, on July 25, 2011, the Entity applied for a 30 year long term tax exemption to develop an affordable housing project pursuant to and in furtherance of the objectives of the Turnkey Redevelopment Plan, consisting of a five (5) story multifamily building containing 64 affordable residential rental dwelling units, containing 24 one(1) bedroom units, 20 two(2) bedroom units and 20 three(3) bedroom units to be occupied by and affordable to families of low income within the meaning of the Law, and approximately 4,465 square feet of office/retail space on the ground floor with 22 on-site parking spaces; and

WHEREAS, Genesis Ocean Associates Urban Renewal Co., LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 8% of Annual Gross Revenue for the residential units, which sum is estimated to be \$40,033, and 15% of Annual Gross Revenue for the commercial space, which sum is estimated to be \$5,168, 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, or \$904; and
3. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge, or \$2,260; and
4. provide employment and other economic opportunities for City residents and businesses; and

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

0 2 0 1 1 1 3 0

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY GENESIS OCEAN ASSOCIATES 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.

1. the property is currently exempt and generates no revenue for the City; however, based on the current assessment, the real estate taxes would generate revenue of only \$7,669, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$45,202 to the City;
2. it is expected that the Project will create approximately 100 jobs during construction and 4 new part-time permanent jobs;
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 an Urban Enterprise Zone and the Morris Canal Redevelopment Plan;
5. the project provides 64 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, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Genesis Ocean Associates Urban Renewal Co., LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing a letter in the Office of the City Clerk; and

WHEREAS, because total development costs are estimated to be \$17.3 million, Genesis Ocean Associates Urban Renewal Co., LLC, will not need to comply with the City of Jersey City's Ordinance 07-123 Requiring Apprenticeships and Project Labor Agreement; and

WHEREAS, on August 4, 2011, the Tax Exemption Committee met and voted to recommend 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 Genesis Ocean Associates 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 1332, Lots 1, 2, A, B, C, 20.99 and 18.92, more commonly known by the street addresses of 441-443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, and more specifically described by metes and bounds in the application is hereby approved.

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:

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY GENESIS OCEAN ASSOCIATES 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.

- 1. Term: the earlier of 33 years from the adoption of the within Ordinance or 30 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 \$7,669 upon Project Completion, whether or not the Project is occupied; or
 - (b) 8% of Annual Gross Revenue from the residential units, estimated at \$40,033, and 15% of Annual Gross Revenue for the commercial space, which sum is estimated to be \$5,168, 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, or approximately \$904; and
- 4. Pay to the City, for remittance to Hudson County: 5% of the Annual Service Charge, or approximately \$2,260; and
- 5. Project: A five-story 64 unit residential building consisting of 24 one bedroom, 20 two bedroom and 20 three bedroom units of rental housing to be occupied by and affordable to families of low income with and approximately 4,465 square feet of commercial office/retail space on the ground floor with 22 on-site parking spaces;
- 6. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- 7. 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 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.

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

E. 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.

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

G. 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
8/04/11

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 11-101

TITLE: 3.M. AUG 1 0 2011 4.L. AUG 3 1 2011



Ordinance approving a 30 year tax exemption for an urban renewal affordable housing project to be constructed by Genesis Ocean Associates 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.

RECORD OF COUNCIL VOTE ON INTRODUCTION AUG 1 0 2011											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	<i>ABSENT</i>			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 3 1 2011 9-0											
Councilperson <u>SOTTOLANO</u>				moved, seconded by Councilperson <u>RICHARDSON</u>				to close RH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE AUG 3 1 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 1 0 2011

Adopted on second and final reading after hearing on AUG 3 1 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 3 1 2011

Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan

Peter M. Brennan, Council President

Date: AUG 3 1 2011

APPROVED:

Jerramiah T. Healy

Jerramiah T. Healy, Mayor

Date

SEP - 1 2011

Date to Mayor AUG 3 1 2011

Rev. 8-04-11

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

(Affordable Residential Rental)

Re: 441-443, 445, 447, 449, 451-457 Ocean Avenue
and 79-81 Dwight Street
Block 1332, Lots 1, 2, A, B, C, 20.99 and 18.92
An Urban Enterprise Zone and the
Morris Canal Redevelopment Plan Area

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made as of this ___ day of _____, 2011, by and between **GENESIS OCEAN ASSOCIATES 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 594 Broadway, Suite 1107, New York, NY 10012 [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 1332, Lots 1, 2, A, B, C, 20.99 and 18.92, more commonly known by the street addresses of 441-443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is an affordable housing project located within the boundaries of an Urban Enterprise Zone and the Morris Canal Redevelopment Plan Area; and

WHEREAS, the Entity plans to develop an affordable housing project pursuant to and in furtherance of the objectives of the Turnkey Redevelopment Plan, consisting of a five (5) story multifamily building containing 64 affordable residential rental dwelling units, containing 24 one(1) bedroom units, 20 two(2) bedroom units and 20 three(3) bedroom units and approximately 4,465 square feet of office/retail space on the ground floor with 22 on-site parking spaces [Project]; and

WHEREAS, on July 25, 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 would generate \$7,669, if the property were subject to conventional taxes, whereas, the Annual Service charge as estimated, and will generate revenue to the City of approximately \$45,201;
2. it is expected that the Project will create approximately 100 jobs during construction and 4 new permanent part-time jobs;
3. 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 new residents;
4. the project provides 64 units of 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

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner 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 and insure that it will have a positive impact on the surrounding area; and

WHEREAS, by the adoption of Ordinance _____ on _____, 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 _____, 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. Affordable Low or Moderate Income - A Person or Household whose total Gross Annual Income is equal to between 30% and 80% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the New Jersey Council on Affordable Housing or as it may be amended pursuant to N.J.A.C. 5:92-12.
- ii. 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).
- iii. 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.
- iv. 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.

v. 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.

vi. 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.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt for the project for a period equal to the term of this agreement.

viii. 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.

ix. Entity - The term Entity within this Agreement shall mean Genesis Ocean Associates 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.

x. Gross Revenue - 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, health club user fees or other services (such as lease premiums for views, fireplaces, etc.). No deductions will

be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party, except for customary operating expenses of commercial tenants such as utilities, insurance and taxes (including payments in lieu of taxes) which shall be deducted from Gross Revenue based on the actual amount of such costs incurred.

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

xiii. 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.

xiv. Land Taxes - The amount of taxes assessed on the value of land, if any, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes may be exempt; however, if Land Taxes are levied, Entity shall receive a credit against the Annual Service Charge.

xv. 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.

xvi. 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 _____ 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.

xvii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, or in the case of tax exempt property, the projected tax levy based upon the assessed value for the year in which the application is filed, which amount the parties agree would be \$7,669.

The Minimum Annual Service Charge shall be paid in each year in which the Annual

Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Annual Service Charge.

xvii. 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.

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

xix. 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.

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

xxi. 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). 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. The Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

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 1332, Lots 1, 2, A, B, C, 20.99 and 18.92, more commonly known by the street addresses of 441-443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, 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 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 to develop an affordable housing project consisting of a five (5) story multifamily building containing 64 affordable residential rental dwelling units, containing 24 one(1) bedroom units, 20 two(2) bedroom units and 20 three(3) bedroom units and approximately 4,465 square feet of office/retail space on the ground floor with 22 on-site parking spaces, 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 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:

The Entity represents that it is the owner of the Land upon which the project is to be constructed and will manage and control the Project. The City acknowledges that the Entity may enter into a management agreement for the Project and will pay a management fee in accordance with HUD regulations as provided in the Entity's agreement with HUD, which fee was disclosed in its tax exemption application. 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 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 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.

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 33 years from the date of the adoption of Ordinance _____ on _____, 2011, which approved the tax exemption or 30 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 Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 8% of the Annual Gross Revenue for low and moderate income units and 15% for the commercial/retail space. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue which shall not be less than the its estimate of 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 effective date of this Agreement. The Annual Service Charge 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.

(ii) County 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 first day of the month following Substantial Completion until the last day of the fifteenth year, the Annual Service Charge shall be 8% of Annual Gross Revenue for the low and moderate income units and 8% for the commercial/retail space;

ii. Stage Two: Beginning on the 1st day of the 16th year following Substantial Completion until the last day of the 21st 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 1st day of the 22nd year following the Substantial Completion until the last day of the 27th 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 1st day of the 28th year following Substantial Completion until the last day of the 29th 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 1st day of the 30th 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. 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 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 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 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 so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the property 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: condominium unit purchase price, 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. 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 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 (xx) 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 not unreasonably withhold its 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.

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 4.8, 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, 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 or which, under the terms hereof, would in the future become due as if there had been no termination. 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.

Section 12.5 Termination Payment

In addition to any other remedies available to the City upon termination whether voluntary or upon default, the Entity shall pay to the City an amount equal to the difference between the service charge actually paid and the service charge that would have been due had each adjustment period provided in Section 4.2 hereof, been of the shortest duration permitted by law, thereby generating the most accelerated increases, permitted by law.

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 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, cost, 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 at its own expense, counsel to be selected by the City, subject to the reasonable consent of the Entity. 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.

Section 16.2 Sent by City

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

Genesis Ocean Associates Urban Renewal Co., LLC
594, Broadway – Suite 1107
New York, NY 10012
Attn: Karim Hutson

and

Garcia & Turula, LLC
Harborside Plaza 10
3 Second Street – Suite 1201
Jersey City, New Jersey 073011

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 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

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 Pending Litigation

The Entity fully and freely holds the City harmless and assumes any risk that may effect the present or future validity of the within financial agreement, arising from any other litigation.

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. Good Faith Estimate of Initial Rental Schedule and Lease Terms;
8. Project Employment and Contracting Agreement & Project Labor Agreement;
9. Architect's Certification of Actual Construction Costs.

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

ATTEST:

**GENESIS OCEAN ASSOCIATES URBAN
RENEWAL CO., LLC**

ATTEST:

CITY OF JERSEY CITY

**Robert Byrne
City Clerk**

**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 **GENESIS OCEAN ASSOCIATES URBAN RENEWAL CO., LLC**, having its principal office at 594 Broadway, Suite 1107, New York, NY 10012. 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, 2nd 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:

Genesis Ocean Associates Urban Renewal Co., LLC
594 Broadway – Suite 1107
New York, NY 10012

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
2nd 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:

GENESIS OCEAN ASSOCIATES
URBAN RENEWAL CO., LLC

Secretary

President

City Clerk File No. Ord. 11-102
Agenda No. 3.N 1st Reading
Agenda No. 4.M 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-102

TITLE: **ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW INCOME SENIOR CITIZEN AND SPECIAL NEEDS AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY THE OCEAN GREEN SENIOR APARTMENTS, L.P., 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, Ocean Green Senior Apartments, L.P., 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 1999, Lots 12.E and 34, on City's Tax map and more commonly known by the street address of 742-748 Ocean Avenue, Jersey City, New Jersey [Property]; and

WHEREAS, Ocean Green Senior Apartments, L.P., 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, Ocean Green Senior Apartments, L.P., 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, Ocean Green Senior Apartments, L.P., applied for a 30 year tax exemption to construct a five (5) story building on the Property to create a total of 44 units of housing to be occupied by and at rents affordable to low income families, especially senior citizens, including five (5) special needs units and one (1) superintendent unit, and 23 off street parking spaces; and

WHEREAS, Ocean Green Senior Apartments, L.P., has agreed to pay a service charge estimated to be \$27,911 or approximately \$634 per unit per year, 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 44 units of low income 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 low income families, especially for special needs persons, who are currently paying over 30% of their income for housing; and
3. The construction of the improvements will create 80 construction jobs and 4 full-time jobs and stabilize the neighborhood; 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;

0 2 0 1 1 1 3 1

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 income units at the lowest rents possible within the income guidelines; and

WHEREAS, Ocean Green Senior Apartments, L.P., site plan application was approved on August 3, 2011; and

WHEREAS, on August 4, 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 Ocean Green Senior Apartments, L.P., 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 \$27,911 or approximately \$634 per unit per year;
- (c) Administrative Fee: 2% of the prior year's Annual Service Charge, or \$558;
- (d) Project: 44 units of rental housing for low income families, especially senior citizens and special needs persons; and
- (e) Property: Block 1999, Lots 12.E and 34, on the City's Tax map and more commonly known by the street address of 742-748 Ocean 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 financing from the NJHMFA, which must occur no later than September 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.

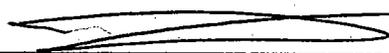
6. This ordinance shall take effect at the time and in the manner provided by law.

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*.

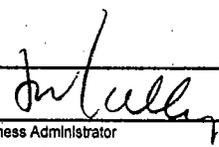
JM/he
7/28/11

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: 

Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 11-102
 TITLE: 3.N. AUG 10 2011 4.M. AUG 31 2011



Ordinance approving a 30 year tax exemption for a low income senior citizen special needs affordable housing project to be constructed by the Ocean Green Senior Apartments, LP a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
				AUG 10 2011				8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
				AUG 31 2011				9-0			
Councilperson			moved, seconded by Councilperson						to close RH.		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
Councilperson <u>RICHARDSON</u>			moved, seconded by Councilperson <u>SOTTOLANO</u>						to close RH.		
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson			moved to amend* Ordinance, seconded by Councilperson						& adopted		
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
				AUG 31 2011				9-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

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

Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan, Council President

*Amendment(s):

Date:

APPROVED:

Jerramiah T. Healy, Mayor

Date

SEP - 1 2011

Date to Mayor

AUG 31 2011

Rev. 7-27-11

HMFA

N.J.S.A. 55:14K-1 et seq.

Re: 742-748 Ocean Avenue
Block 1999, Lots 12.E and 34
_____ Redevelopment Plan Area

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] made this ____ day of _____, 2011, by and between **OCEAN GREEN SENIOR APARTMENTS, L.P.**, 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 853 Summit Avenue, Jersey City, New Jersey 07307, 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 1999, Lots 12.E and 34, more commonly known by the street address of 742-748 Ocean 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 construct certain improvements on the Property to create a total of 44 units of low income senior citizen and special needs rental housing with 23 parking spaces [Project]; and

WHEREAS, on _____ 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, or any other revenue from any source, 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 - 10% of Annual Gross Revenue estimated to be a total of \$27,911 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 Ocean Green Senior Apartments, L.P., 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; and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and/or regulations.

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 \$15,649.10. 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 1999, Lots 12.E and 34, more commonly known by the street address of 742-748 Ocean 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 construct a five(5) story building on the Property to create a total of 44 units of rental housing and 23 parking spaces, 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 substantial completion or the recording of the HMFA mortgage as funded and approved by the Agency, whichever first occurs. 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. 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 a tax exempt non-profit 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:

Ocean Green Senior Apartments, LP
853 Summit Avenue
Jersey City, NJ 07307
Attn: Eugene P. O'Connell, Esq.

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:

OCEAN GREEN SENIOR APARTMENTS, LP

SECRETARY

MEMBER MANAGER

ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**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 **OCEAN GREEN SENIOR APARTMENTS, L.P.**, having its principal office at 853 Summit Avenue, Jersey City, New Jersey 07307. 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, 2nd 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:

Ocean Green Senior Apartments, L.P.
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
1 Journal Square Plaza
2nd 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:

OCEAN GREEN SENIOR APARTMENTS, L.P.

Secretary

President

City Clerk File No. Ord. 11-103

Agenda No. 3.O. 1st Reading

Agenda No. 4.N. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE *11-103*

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL
AUTHORITIES) ARTICLE II (INCINERATOR AUTHORITY)**

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

- A. The following amendments to Chapter 12 (Municipal Authorities) Article II (Incinerator Authority) are hereby adopted:

MUNICIPAL AUTHORITIES

ARTICLE II

Incinerator Authority

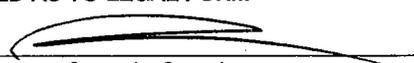
§12-2. - Authority established; membership.

- A. No Change.
- B. No Change.
- C. The Board may provide its members with compensation for their services in the form of ~~individual not dependent~~, medical health care, prescription, optical or dental insurance coverage. Effective ~~June 1, 2010~~ as of the date of adoption of the within Ordinance, ~~all board members, including existing board members, shall be required to pay twenty percent (20%) of the premium paid by the Board for such insurance coverage~~ no new board member shall receive compensation of any kind, including but not limited to, salary, medical health coverage, life insurance, prescription, optical or dental coverage. No board members shall receive any other compensation of any kind whatsoever, except as provided herein. Existing board members as of the effective date of this ordinance will continue to receive medical health care, prescription, optical or dental insurance coverage through December 31, 2011.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. 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.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel 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*.

JM/he
8/02/11

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: _____

APPROVED: _____


Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 11-103
 TITLE: 3.0. AUG 10 2011 4.N. AUG 31 2011



Ordinance amending and supplementing Chapter 12
 (Municipal Authorities) Article II (Incinerator Authority).

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 10 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 31 2011 9-0											
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>VELAZQUEZ</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
AUG 31 2011											
Councilperson <u>FULOP</u>				moved to amend* Ordinance, seconded by Councilperson <u>LOPEZ</u>				& adopted <u>7-1</u>			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN		✓		BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	ABSENT		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 31 2011 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN		✓		BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:
Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):
NO NEW BOARD MEMBERS SHALL RECEIVE BENEFITS. EXISTING BOARD MEMBERS RETAIN BENEFITS THROUGH DECEMBER 31, 2011.

Date: AUG 31 2011
 APPROVED:
Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date: SEP - 8 2011

Date to Mayor AUG 31 2011

City Clerk File No. Ord. 11-104

Agenda No. 3.P. 1st Reading

Agenda No. 4.0. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE *11-104*

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL AUTHORITIES) ARTICLE IV (MUNICIPAL UTILITIES AUTHORITY)**

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

A. The following amendments to Chapter 12 (Municipal Authorities) Article IV (Municipal Utilities Authority) are hereby adopted:

MUNICIPAL AUTHORITIES

ARTICLE IV

Municipal Utilities Authority

§12-6. - Members.

The Jersey City Municipal Utilities Authority shall consist of members of the Sewerage Authority holding office at the time of this reorganization, together with any successors in such membership appointed as if said Sewerage Authority had originally been created pursuant to the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-4).

The Municipal Utilities Authority is established pursuant to Law N.J.S.A. 40B-1 et seq.

The Board may provide its members with compensation for their services in the form of ~~individual not dependent~~, medical health care, prescription, optical or dental insurance coverage. Effective ~~[June 1, 2010]~~ as of the date of adoption of the within Ordinance, ~~[all board members, including existing board members, shall be required to pay twenty percent (20%) of the premium paid by the Board for such insurance coverage]~~ no new board member shall receive compensation of any kind, including but not limited to, salary, medical health coverage, life insurance, prescription, optical or dental coverage. No board members shall receive any other compensation of any kind whatsoever, except as provided herein. Existing board members as of the effective date of this ordinance will continue to receive medical health care, prescription, optical or dental insurance coverage through December 31, 2011.

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

C. 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.

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

E. The City Clerk and the Corporation Counsel 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*.

^{JM/he}
APPROVED: [Signature]
Corporation Counsel

APPROVED: _____
APPROVED: [Signature]
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 11-104
 TITLE: 3.P. AUG 10 2011 4.O. AUG 31 2011



Ordinance amending and supplementing Chapter 12
 (Municipal Authorities) Article IV (Municipal Utilities
 Authority).

RECORD OF COUNCIL VOTE ON INTRODUCTION								AUG 10 2011 8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING								AUG 31 2011 9-0			
Councilperson <u>VELAZQUEZ</u>				moved, seconded by Councilperson <u>SOTTOLANO</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY								AUG 31 2011			
Councilperson <u>SOTTOLANO</u>				moved to amend* Ordinance, seconded by Councilperson <u>FULOP</u>				& adopted <u>8-0-1</u>			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSTAIN			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE								AUG 31 2011 8-0-1			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSTAIN			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011

Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:
Peter M. Brennan
 Peter M. Brennan, Council President

*Amendment(s):

*NO NEW BOARDMEMBERS
 SHALL RECEIVE BENEFITS.
 EXISTING BOARDMEMBERS
 RETAIN BENEFITS THROUGH
 DECEMBER 31, 2011.*

Date: AUG 31 2011

APPROVED:
Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

Date: SEP -8 2011

Date to Mayor AUG 31 2011

City Clerk File No. Ord. 11-105

Agenda No. 3.0 1st Reading

Agenda No. 4.P. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-105

TITLE:

Ordinance Dedicating that the
Waterfront Walkway at York Street be Known as
**"Spc. Marlon P. Jackson &
Spc. Rafael A. Nieves, Jr. Walkway"**

WHEREAS, Marlon P. Jackson was born in Mandeville, Jamaica. He was adopted by Leighton Jackson and Lois LaGrenade. Marlon attended lived in Jersey City, NJ. Jackson loved basketball. He enjoyed deejaying at parties and was a reggae connoisseur. Marlon regularly attended St. Aedan's Church. After graduating from Hudson Catholic High School in 1997, he attended Hudson County Community College majoring in political science. In 1999, Marlon enlisted in the United States Army; and

WHEREAS, after doing basic training at Missouri's Fort Leonard Wood and service at Hawaii's Schofield Army Base, Jackson was deployed to Viiseck, Germany. During his breaks before shipping off to Europe, Jackson would return to Jersey City and seek out Vanessa Selby and her similarly aged children, Khalia and Kajbir. Marlon met the Selbys during his childhood and slowly became part of the Selby family; and

WHEREAS, Spc. Jackson, a combat engineer for the A Company in the 94th Engineer Battalion of the 130th Engineer Brigade spent some time Kuwait before being deployed to Iraq in February 2003. In a letter he sent home, written in April from Baghdad, Jackson had a modest request: he wanted newspaper clippings reporting on the NBA playoffs, and a few issues of Source and Vibe magazines; and

WHEREAS, on November 11, 2003, Veterans Day, Spc. Marlon Jackson, died from injuries he sustained when a roadside bomb exploded on a roadside outside the Iraqi capital, Baghdad; and

WHEREAS, it was almost a full week before his parents and the Selbys were notified that he had been killed. Jackson had given the Army Vanessa Selby's address because he had been staying with her and her family in Jersey City during his leaves since joining the army in 1999. His father now lives in Barbados, where he teaches law school. His mother, a doctor, lives in Chevy Chase, Maryland; and

WHEREAS, the Jersey City soldier was honorably laid to rest on November 23, 2005.

WHEREAS, Rafael A. Nieves, Jr., was born on July 23, 1988. He grew up in Jersey City, where he attended Public Schools #33 and #24, and Lincoln High School. He also attended Guilderland High School in Guilderland, a town in Albany County, New York; and

WHEREAS, Rafael A. Nieves, Jr. was always passionate about joining the Army and enthusiastically joined in August 2009. He was on his first tour in Afghanistan. He served an infantryman with the 1st Battalion, 506th Infantry Regiment, 4th Brigade Combat Team, and 101st Airborne Division; and

WHEREAS, Army SPC. Rafael A. Nieves, Jr., aka: 'King Joker' was killed on active duty while serving his country in the United States Army in the Paktika province of Afghanistan on Sunday, July 10, 2011, of wounds suffered when enemy forces attacked his vehicle with small-arms and rocket-propelled grenade fires; and

WHEREAS, Army SPC. Rafael A. Nieves, Jr. as honorably laid to rest on Thursday, July 21, 2011; and

WHEREAS, Army SPC. Rafael A. Nieves, Jr. will be greatly missed and forever remembered for his charming smile and respectful manner. He was an avid Harry Potter fan and enjoyed reading and video games; and

WHEREAS, Army SPC. Rafael A. Nieves, Jr. was the beloved husband of Sarah A. (McKinney) Nieves; a dear son to Rafael A. Nieves Sr., and Tina Roman and his stepfather Thomas Priolo; a loving father to Rafael A. Nieves III (Tres), and Emma Grace Nieves; a beloved brother to Matthew Nieves, Angel Santiago, Ashley Marie Santiago, and Life Nieves; a stepbrother to Ky Bowen; and adored grandson to his grandmothers, Priscilla and Haydee. Army SPC. Rafael A. Nieves, Jr. is also survived by many aunts, uncles, 20 cousins and many, many friends; and

WHEREAS, Army SPC. Rafael A. Nieves, Jr.'s awards and decorations include, Army Commendation Medal; Afghanistan Campaign Medal with Bronze Service Star; North Atlantic Treaty Organization Medal; National Defense Service Medal; Global War on Terrorism Service Medal; and Army Service Ribbon.

NOW, THEREFORE BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it fitting and most appropriate to preserve the memories of fallen soldiers Army Specialist Marlon P. Jackson and Army Specialist Rafael A. Nieves, Jr. by dedicating that the waterfront walkway at York Street be known as "SPC Marlon P. Jackson & SPC Rafael A. Nieves, Jr. Walkway." They will continue to be remembered for their bravery and sacrifices in support of America and Operation Iraqi Freedom.

- A. All ordinances and parts of ordinances herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as through codified and fully set forth therein. The City shall have the 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\londona\resos\rename\Sp. Marlon P. Jackson & Sp. Rafael A. Nieves, Jr. Walkway

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

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

ORDINANCE NO. Ord. 11-105
 TITLE: 3.Q. AUG 1 0 2011 4.P. AUG 3 1 2011



Ordinance dedicating that the waterfront walkway at York Street be known as "Spc. Marlon P. Jackson & Spc. Rafael A. Nieves, Jr. Walkway."

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 1 0 2011 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 3 1 2011 9-0											
Councilperson <u>RICHARDSON</u>				moved, seconded by Councilperson <u>BRENNAN</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

JOSEPH KRATNIK

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson				moved to amend* Ordinance, seconded by Councilperson				& adopted			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 3 1 2011 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 1 0 2011

Adopted on second and final reading after hearing on AUG 3 1 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 3 1 2011

Robert Byrne
Robert Byrne, City Clerk

APPROVED: Peter M. Brennan
Peter M. Brennan, Council President

*Amendment(s):

Date: AUG 3 1 2011

APPROVED: Jerramiah T. Healy
Jerramiah T. Healy, Mayor

Date: SEP -1 2011

Date to Mayor AUG 3 1 2011

City Clerk File No. Ord. 11-106

Agenda No. 3.R 1st Reading

Agenda No. 4.Q. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-106

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL) OF THE JERSEY CITY MUNICIPAL CODE, IMPLEMENTING ARTICLE XIII (RETIREE HEALTH AND MEDICAL BENEFITS) REQUIRING ALL RETIREES TO PAY TO RETAIN A TRADITIONAL HEALTH BENEFIT PLAN

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

WHEREAS, given the dismal global economy, and the City of Jersey City's declining State aid, and notwithstanding recent tax increases, the costs of operating municipal government have sharply increased; and

WHEREAS, the City of Jersey City has an obligation to reduce or minimize its present and future costs whereas possible; and

WHEREAS, one area of costs that has been subject to an especially sharp increase are those associated with retiree health benefits; and

WHEREAS, New Jersey law authorizes local governments such as the City of Jersey City, to pay the cost of medical and health insurance coverage, including premiums for Part B of the Federal Medicare Program, for certain eligible retired employees, including their spouses and dependents, as defined therein; and

WHEREAS, the statutory authorization to pay for such coverage extends both to municipalities which are members of the New Jersey State Health Benefits Commission, pursuant to N.J.S.A. 52:14-17.38 and to those municipalities which are not members, pursuant to N.J.S.A. 40A:10-23; and

WHEREAS, in 1973 pursuant to N.J.S.A. 52:14-17.38, the City of Jersey City adopted a resolution, as a then member of the New Jersey State Health Benefits Commission, and committed itself to paying the cost of such coverage for eligible retirees, their spouses and dependents; and

WHEREAS, in addition, in 2007 the City of Jersey City withdrew from the New Jersey State Health Benefits Program, and the Municipal Council approved a group contract to provide medical and health insurance coverage to both current employees and its eligible retirees through Horizon Blue Cross/Blue Shield of New Jersey, pursuant to N.J.S.A. 40A:10-23; and

WHEREAS, in 2008, the State Health Benefits Commission eliminated traditional medical and health benefits [Traditional Plan] for its members, including any retirees; and

WHEREAS, because the City of Jersey City had already withdrawn from the State Health Benefits Program, the City collective bargaining removed all active employees from the Traditional Plan; and

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL) OF THE JERSEY CITY MUNICIPAL CODE, IMPLEMENTING ARTICLE XIII (RETIREE HEALTH AND MEDICAL BENEFITS) REQUIRING ALL RETIREES TO PAY TO RETAIN A TRADITIONAL HEALTH BENEFIT PLAN

WHEREAS, effective January 1, 2011 no active City employee will be covered by a Traditional Plan; and

WHEREAS, the cost of continuing a Traditional Plan for those who have already retired alone cost the City of Jersey City approximately \$3 Million Dollars a year; and

WHEREAS, accordingly, effective October 1, 2011 the City of Jersey City shall only pay the premium for the Point of Service or Preferred Provider Health Plan for retirees, past and future, and any retirees wishing to retain or enroll in a Traditional Plan, shall be required to pay the cost differential between the two plans.

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

A. The following amendments and supplements to Chapter 53 (Personnel) and of the Jersey City Code are adopted.

ARTICLE XIII
Retiree Medical and Health Benefits

§53-84 Provision of Retiree Medical and Health Benefits.

The City will pay the entire cost of medical and health benefits, including the premium charges for Part B of the Federal Medicare Program, for certain Eligible Employees, as defined hereinafter, who retire or have retired from the City, pursuant to N.J.S.A. 40A:10-23.

§53-84.1 Retiree Medical and Health Benefits Plans.

Effective October 1, 2011, the City will not pay the premium for a Traditional Indemnity Health Insurance Plan. All retirees will be automatically enrolled in a Point of Service or Preferred Provider Health Plan or its substantial equivalent. Those employees who have already retired, may elect to retain or enroll in a Traditional Plan but only if they pay any difference in cost between the premiums for the Traditional Plan and Point of Service or Preferred Provider Health Insurance Plan.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. 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.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel 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.

8/05/11
Corrado

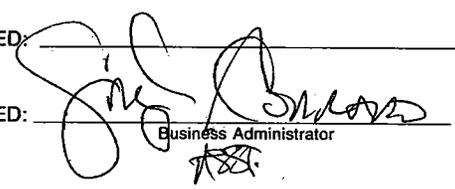
APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required



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

ORDINANCE NO. Ord. 11-106
 TITLE: 3.R. AUG 10 2011 4.Q. AUG 31 2011



Ordinance amending and supplementing Chapter 53
 (Personnel) of the Jersey City Municipal Code,
 implementing Article XIII (Retiree Health and Medical
 Benefits) requiring all retirees to pay to retain a Traditional
 Health Benefit Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION AUG 10 2011 5-2-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	ABSENT			BRENNAN	✓		
DONNELLY	✓			FULOP	ABSTAIN			AHMAD	✓		
LOPEZ		✓		RICHARDSON		✓		VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 31 2011 9-0											
Councilperson <u>FULOP</u>				moved, seconded by Councilperson <u>BRENNAN</u>				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			AHMAD	✓		
LOPEZ	✓			RICHARDSON	✓			VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

JOSEPH W. KRAJNIK *TIM DOWD*
RICH BOGGIANO *MARK RAZZOLI*
JERRY DeCICCO

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____				moved to amend* Ordinance, seconded by Councilperson _____				& adopted _____			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				AHMAD			
LOPEZ				RICHARDSON				VELAZQUEZ			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE AUG 31 2011 5-4											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP		✓		AHMAD		✓	
LOPEZ		✓		RICHARDSON		✓		VELAZQUEZ	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 10 2011
 Adopted on second and final reading after hearing on AUG 31 2011

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 31 2011

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

Peter M. Brennan
 Peter M. Brennan, Council President

Date: AUG 31 2011

APPROVED:

Jerramiah T. Healy
 Jerramiah T. Healy, Mayor

SEP - 8 2011

Date _____

Date to Mayor AUG 31 2011