

City Clerk File No. Ord. 12-123

Agenda No. 3.A 1st Reading

Agenda No. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-123

TITLE: REFUNDING BOND ORDINANCE OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, PROVIDING FOR THE REFUNDING OF ALL OR A PORTION OF VARIOUS SERIES OF CITY BONDS, APPROPRIATING AN AMOUNT NOT EXCEEDING \$40,000,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$40,000,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF JERSEY CITY FOR FINANCING THE COST THEREOF

WHEREAS, pursuant to the Local Bond Law (N.J.S.A. 40A:2-1 et seq.), the City of Jersey City, in the County of Hudson, New Jersey (the "City") has heretofore issued \$69,625,000 aggregate principal amount of its Qualified Public Improvement Refunding Bonds, Series 2004A, dated October 15, 2004 (the "Public Improvement Bonds") and \$30,175,000 aggregate principal amount of its Qualified Water Improvement Refunding Bonds, Series 2004C, dated October 15, 2004 (the "Water Improvement Bonds"), providing for the refinancing of certain public and water improvements of the City; and

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

NOW, THEREFORE, THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), DO ORDAIN AS FOLLOWS:

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

Section 2. In order to finance the cost of the purpose described in Section 1 hereof, one or more series of negotiable general obligation refunding bonds (the "Refunding Bonds") are hereby authorized to be issued from time to time in the principal amount not to exceed \$40,000,000 pursuant to the Local Bond Law.

Section 3. An aggregate amount not exceeding \$750,000 for items of expense listed in and permitted under N.J.S.A. 40A:2-51(b) has been included in the aggregate principal amount of refunding bonds authorized herein.

Section 4. The purposes for which the refunding bonds are to be issued are (i) refunding the Bonds to Be Refunded and (ii) to provide for the payment of the costs of issuing the refunding bonds (including printing, advertising, accounting, financial and legal services, and further including bond insurance premium (if any) and underwriting compensation).

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

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

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

Section 8. The full faith and credit of the City are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by this refunding bond ordinance. The obligations shall be direct, unlimited obligations of the City, and the City shall be obligated to levy ad valorem taxes upon all the taxable real property within the City for the payment of the obligations and the interest thereon without limitation of rate or amount.

Section 9. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the chief financial officer of the City as to the indebtedness to be financed by the issuance of the refunding bonds authorized herein.

Section 10. This refunding bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the

consent of the Local Finance Board has been endorsed upon a certified copy of this ordinance as finally adopted.

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: *[Signature]* CFO
APPROVED: *[Signature]* Business Administrator
REST.

Certification Required
Not Required

City Clerk File No. Ord. 12-124

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-124

TITLE:

ORDINANCE AMENDING ORDINANCE 12-076 AUTHORIZING A THIRD AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B TO INCLUDE THE CONSTRUCTION OF IMPROVEMENTS BY THE LANDLORD AS ADDITIONAL RENT

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

WHEREAS, the City of Jersey City [City] needs office space for various Departments; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease of real property if it determines it is needed for municipal purposes; and

WHEREAS, Journal Square Plaza Urban Renewal Associates is the owner of Block 586.5, Lot Plot. B, more commonly known by the street address of One Journal Square Plaza (Property); and

WHEREAS, by the adoption of Ordinance 05-015, the City approved a lease with Journal Square Plaza Urban Renewal Associates [Landlord] for ten (10) years for approximately 28,202 square feet of space at the Property, consisting of the entire 2nd and 3rd floors of the Property; and

WHEREAS, the lease expires on May 31, 2015; and

WHEREAS, the rent for the space was \$21.25 per square foot or \$599,292.50 per year for the last five (5) years of the term of the lease; and

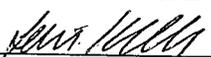
WHEREAS, by the adoption of Ordinance 06-008 the parties amended the lease, effective March 1, 2006, and increased the Premises by 3,200 square feet, located on the 4th floor; and

WHEREAS, by the adoption of Ordinance 12-076, the parties amended the lease, effective June 1, 2012, to add the remainder of the 4th floor, which increases the total leased premises consisting of all of the 2nd, 3rd and 4th floors of the property to 42,326 square feet; and

WHEREAS, the total annual rent for the entire 42,326 square feet, shall be \$787,456.50 each year; and

WHEREAS, in addition, the Landlord will construct improvements to the Premises for the benefit of the City provided the City pays for same as additional rent; and

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required

Not Required

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ORDINANCE AMENDING ORDINANCE 12-076 AUTHORIZING A THIRD AMENDMENT TO THE CITY'S LEASE WITH JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES FOR ONE JOURNAL SQUARE PLAZA, BLOCK 586.5, LOT PLOT .B TO INCLUDE THE CONSTRUCTION OF IMPROVEMENTS BY THE LANDLORD AS ADDITIONAL RENT

WHEREAS, the renovations to be performed by Landlord are itemized in the proposal dated September 18, 2012, attached hereto as Exhibit A; and

WHEREAS, the total construction costs are estimated at \$212,152.25, which shall be payable to Landlord upon the completion of the improvements; and

WHEREAS, the costs have been reviewed by the City's Division of Architecture and determined to be reasonable and necessary for the use by the various Departments utilizing the Premises; and

WHEREAS, funds in the amount of \$75,000 are available in **Account No. 16-286-56-000-801** to pay in part, the cost of the within Ordinance; and

WHEREAS, funds in the amount of \$140,000 are available in **Account No. 01-201-31-432-304** to pay the balance of the cost of the within Ordinance.

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

1. The Mayor or Business Administrator is authorized to execute a Third Amendment to the Lease Agreement with Journal Square Plaza Urban Renewal Associates to include the construction costs of improvements to the Premises estimated at \$212,152.25 as additional rent and payable to the Landlord upon the completion of the improvements.
2. The Third Amendment to the Lease shall be in substantially the form attached, subject to such modifications as may be deemed necessary or appropriate by the Business Administrator or Corporation Counsel.
3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
4. 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.
5. This Ordinance shall take effect at the time and in the manner as provided by law.
6. 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. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I hereby certify that there are sufficient funds available in Account No. 16-286-56-000-801 in the amount of \$75,000 and Account No. 01-201-31-432-304 in the amount of \$140,000 for payment of this Ordinance.

Donna Mauer, Chief Financial Officer

THIRD AMENDMENT TO THE LEASE BETWEEN JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES [LANDLORD] AND THE CITY OF JERSEY CITY [TENANT]

WHEREAS, by Lease Agreement dated March, 2005, [the Lease] Landlord leased certain Premises, including the entire second and third floors of the building and outside parking spaces commonly known as One Journal Square Plaza, Jersey City, New Jersey [the Premises] to Tenant; and

WHEREAS, the lease expires on May 31, 2015; and

WHEREAS, by the First Amendment to the Lease effective as of March 1, 2006, the Lease was amended so as to add a portion of the 4th floor of the Premises consisting of an additional 3,200 square feet of space, which increased the Tenant's Rent and share of Additional Rent, as more particularly set forth therein; and

WHEREAS, by the Second Amendment to the effective June 1, 2012, the Lease was amended to include the fourth floor, increasing the total leased premises by Tenant to 42,326 square feet and the annual rent to \$787,456.50; and

WHEREAS, in addition, the Landlord will construct improvements to the Premises for the benefit of Tenant provided Tenant pays for same as additional rent; and

WHEREAS, the total construction costs are estimated at \$212,152.25, which shall be payable to Landlord upon the completion of the improvements; and

WHEREAS, the improvements shall be paid in part by the Jersey City Police Department in the amount of \$75,000 and by the City's Division of Real Estate in the amount of \$140,000; and

NOW THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

1. Commencing _____, 2012, the Lease is modified as follows:
 - (a) Landlord will construct improvements at the Premises for the benefit of Tenant provided Tenant pays for same as additional rent; and
 - (b) The renovations to be performed by Landlord at the Premises are itemized in the proposal dated September 18, 2012, attached hereto as Exhibit A; and
 - (c) Tenant shall reimburse Landlord for the costs of all improvements to the Premises estimated at \$212,152.25 and payable, upon the completion of said improvements by Landlord.
2. This Third Amendment shall become effective only after execution hereof by both

Landlord and Tenant.

3. Except as herein modified, all of the terms and conditions of the Lease and the First and Second Amendments to Lease shall remain in full force and effect.

WITNESS:

Landlord
Journal Square Plaza Urban Renewal Associates
By: JSQ REALTY, LLC, General Partner

By: _____
Joseph A. Panepinto, Managing Member

WITNESS:

Tenant
City of Jersey City

Robert Byrne
City Clerk

John Kelly
Business Administrator

Triple S Building & Electrical Service, LLC

98 East Pierrepont Avenue
Rutherford, New Jersey 07070
(201) 842-1695

September 18, 2012

Mr. Brian Weller
City of Jersey City
DPW, Division of Architecture
575 Route 440
Jersey City, New Jersey 07305

The following is the breakdown for the 2nd, 3rd & 4th floors at 1 Journal Square Plaza. This proposal reflects blueprint changes to the 4th floor work dated August 9, 2012 prepared by LWDNR & Associates. No Changes have been made to the May 26, 2012 blueprints for the 2nd and 3rd floors. All work related to the lobby has also been deleted from this proposal. A proposal for the roll down or sliding security gate in front of the police desk will be provided at a later date, if required.

2nd Floor

Demolition of the existing 12' wall and debris removal. (Already completed)
625.00

Constructed a 9' x 36' wall to the under-side of the suspended ceiling with 5/8" sheetrock and sound insulation. New wall had been taped but only first coat of spackle had been applied. (Already completed). Wall was not ready for paint. 4,890.00

Furnished and installed 1 – 3-0 x 6-8 solid core birch door with metal frame, lock and hardware. (Already completed).
860.00

Rough wiring has been done for 4 new receptacles and 1 new switch to separate existing light fixtures in Nydia Lopez' office. (Already completed). 1,250.00

Note: All work was done on a Saturday to avoid interference with people working in the area and for safety concerns.

Exhibit A

September 18, 2012

Mr. Brian Weller

Page 2.

Work needed to finish on 2nd floor: Finish coat of spackling on new wall. Installation of receptacles and switches. Cut and properly install ceiling tiles and vinyl base trim along new wall. (The cost of these items is included above)

Cost for 2 nd Floor	\$7,625.00
15% Profit, Overhead & Insurance	1,143.75
Total Cost 2 nd Fl	\$8,768.75

3rd Floor

Remove approximately 15' of base and top cabinets from the 3rd floor kitchen and debris removal.

675.00

Cap the existing plumbing pipes (hot & cold water and vent pipe).

350.00

Remove approximately 520 sq. ft. of ceramic tiles in the kitchen.

2,700.00

Patch floor where needed and supply & Install new carpeting to match Lori Disbrow's office.

2,350.00

Remove the double doors as per the new floor plan and construct new offices and record room for new layout. All new walls will be built to under-side of the ceiling with metal framing, 5/8" sheet rock, sound insulation and metal door frames. Walls will be prepped and ready for paint.

8,965.00

Supply and install 4 solid core pre-finished birch doors with locks and hardware.

3,440.00

Install 7 new receptacles and 4 new light switches to separate existing light fixtures in the newly constructed rooms and offices.

2,750.00

Note: For safety reasons, most of the work will take place on Saturdays.

Cost for 3 rd Floor	\$21,230.00
15% Profit, Overhead & Insurance	3,184.50
Total Cost 3 rd Fl	\$24,414.50

September 18, 2012

Mr. Brian Weller

Page 3.

4th Floor

Demolition as per plan (includes walls, ceilings, removal of carpeting, etc.).
9,600.00

Electrical work includes the wiring of 3 new bathrooms and all other areas within the new floor plan (disconnecting and removal of light fixtures, switches, receptacles and emergency / exit lights. Installation of new electrical wiring and fixtures as required).
17,250.00

Construction costs include labor & material as per plan including new walls, new ceiling (to match existing), installation of doors with frames, standard hardware including locks at new construction. (Note: Providing doors and hardware at existing walls is not included). Furnish and install new kitchen cabinets. Install sheetrock, tape and patch in new construction only. Install bathroom accessories, signs for 3 bathrooms and all related work to complete the job. Saturday work will be necessary.
43,915.00

Plumbing for 3 new bathrooms – 3 new toilets, 3 new sinks and (Chief's request) 1 shower area (all ADA fixtures). Plumbing for 2 bathrooms @ \$5,400.00, bathroom w/shower \$6,600.00).
17,400.00

Prep floor to receive new tiles in the 3 new bathrooms. Furnish and install new 8x8 ceramic floor tiles and 4" sanitary base. Includes labor & Material for the new shower in one of the bathrooms (as requested by the Chief). Floor tile installation for each of 2 bathrooms @\$1,475.00; bathroom w/ tiled shower area \$2,450.00.
5,400.00

Bathroom accessories for each bathroom: new mirrors, grab bars, toilet paper holders, soap dispensers and other related items. Garbage disposal cans not included. Cost per bathroom approximately \$935.00).
2,800.00

Connect new sink in 4TH floor kitchen.
425.00

Supply and install medium grade carpet squares (in customer color choice) throughout the 4th floor.
32,000.00

Allowance for HVAC for 4th floor
9,500.00

September 18, 2012

Mr. Brian Weller

Page 4.

Furnish and install new rooftop exhaust fan with timer for the 3 new bathrooms. Includes all required piping for proper ventilation of the bathrooms. 4,450.00

Furnish and install in each bathroom 1 smoke detector, pull station and horn/strobe. 3,800.00

(As per Chief's request) Supply and install pre-finished hardwood flooring in both the Chief and Deputy Chief's office. 3,460.00

(As per Chief's request) Supply power and raceway for data company to install their jacks at 4 locations in the conference room. Requires drilling 5 holes through the conference room floor to the 3rd floor ceiling access and supply and install flush mount receptacles and data jacks in the conference room table. 3,250.00

Cost for 4 th Floor	\$153,250.00
15% Profit, Overhead & Insurance	22,987.50
Total Cost 4 th Fl	\$176,237.50

Note: Does not include any painting of walls or door frames. Also, most work will be done on Saturdays for safety reasons.

Total Cost for 2 nd , 3 rd & 4 th Floors	\$209,420.75
Permit Fees	<u>2,731.50*</u>
TOTAL:	<u>\$212,152.25</u>

*Permit fees based on construction costs of \$182,105.00.

Deposits in the amount of \$45,000.00 have already been received toward this job.

Note: The above construction estimate is based on the floor plan provided by the City of Jersey City for the 2nd and 3rd floors and LWDMR & Associates for the 4th floor. Any and all additional work requested by Tenant and/or required by the Jersey City Building Department, not specified in the attached plans, will be considered a "Change Order" and the cost of said "Change Order" will be submitted to Tenant and Landlord for approval prior to work commencing. The cost of any such "Change Order" will be in addition to the above Total Cost of Labor & Material of \$209,420.75 and will be billed separately.

City Clerk File No. Ord. 12-125

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-125

**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 55 FEET IN THE VICINITY OF THE ENTRANCE TO HAMILTON
PARK MONTESSORI SCHOOL, 1 McWILLIAMS PLACE AS NO PARKING 8:30 A.M.
TO 9:30 A.M., MONDAY THROUGH FRIDAY, EXCEPT PUBLIC HOLIDAYS**

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

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-24 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
<u>McWilliams Pl</u>	<u>East</u>	<u>M - F</u> <u>Except</u> <u>Public</u> <u>Holidays</u>	<u>8:30 a.m. to</u> <u>9:30 a.m.</u>	<u>35 feet north of Eighth St to 55 feet north</u>

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 material to be inserted is new and underscored.

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

APPROVED: _____

APPROVED: _____

[Signature]
Business Administrator

Certification Required

Not Required

FACT SHEET

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 CERTAIN HOURS) DESIGNATING 55 FEET IN THE VICINITY OF THE ENTRANCE TO HAMILTON PARK MONTESSORI SCHOOL, 1 McWILLIAMS PLACE AS NO PARKING 8:30 A.M. TO 9:30 A.M., MONDAY THROUGH FRIDAY, EXCEPT PUBLIC HOLIDAYS

2.Name and title of person initiating the ordinance/resolution, etc.:

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works, at the request of Alexa Huxel, Director of School, Hamilton Park Montessori School, 1 McWilliams Place, JCNJ 201.533.1910

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

Prohibit parking in the vicinity of 1 McWilliams Pl, beginning 35 feet north of Eighth Street and extending 55 feet northerly, Monday through Friday, except Public Holidays, 8:30 a.m. to 9:30 a.m.

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

The parking prohibition is necessary to facilitate dropping off children attending the Hamilton Park Montessori School, 1 McWilliams Place between the hours of 8:30 a.m. and 9:30 a.m. This "drop-off" area will keep parents from double parking their vehicles at the school.

5. Anticipated benefits to the community:

Improve traffic safety and 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:

Approximately \$200.00 per sign/post installation. (1 channel & 2 signs required)
Total estimated cost: \$\$300.00

7.Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date:

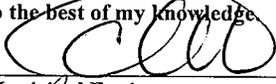
Twenty days after adoption by the Jersey City Municipal Council

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

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

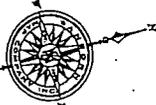
10.Additional comments:

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

	<u>9/18/12</u>
Municipal Engineer	Date
	<u>9/18/12</u>
Signature of Department Director	Date

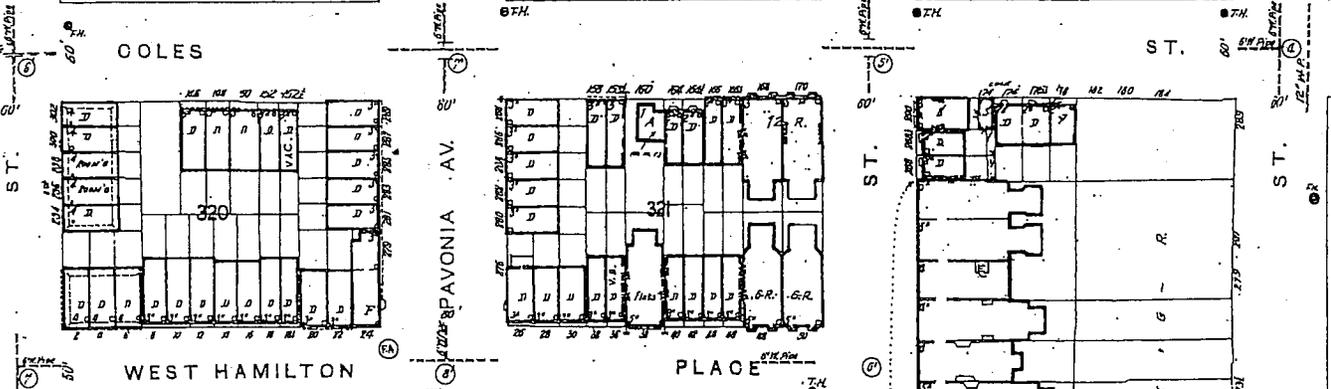
ENTIRE SHEET
URBAN RENEWAL SITE

36



COLES

ST.



WEST HAMILTON

PLACE

HAMILTON

PARK

JERSEY

AVE.

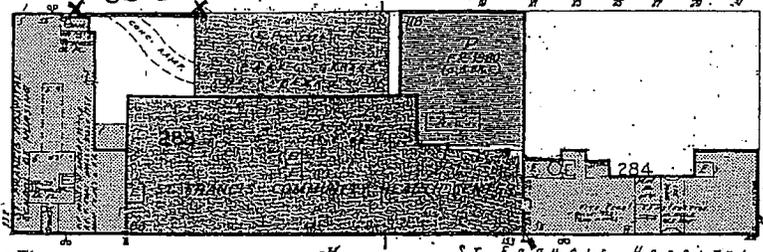
MR WILLIAMS PL.

(EAST HAMILTON PL.)

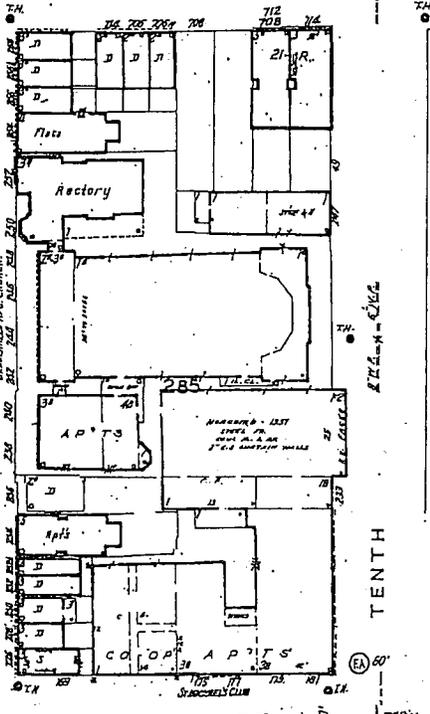
EIGHTH

NINTH

TENTH



ST. FRANCIS HOSPITAL



City Clerk File No. Res. 12-126

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-126

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO REDEVELOPMENT PLAN BLOCKS 1, 3, AND 19 THROUGH 27

WHEREAS, the Local Redevelopment and Housing Law, NJSA 40A:12A-1et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment" and "in need of rehabilitation"; and

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Liberty Harbor North Redevelopment Plan Area on March 2, 1983; and

WHEREAS, the Liberty Harbor North Redevelopment Plan has been amended periodically since its adoption with sweeping changes made in 2002 by the adoption of the Duany Plater-Zyberk Master Plan; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to assure continued high quality design and development within the Liberty Harbor North Redevelopment Plan area; and

WHEREAS, the Municipal Council of the City of Jersey City is considering two sets of amendments that complement one another; and

WHEREAS, the first proposed amendment in addition to minor editing adjustments throughout the plan alters the bulk and square footage use allocation, and increases the height and permitted residential units for redevelopment plan Block numbers 19 through 23, 25 & 27 to create the Tidewater Basin District; and changes Block 27 into a large waterfront park; and

WHEREAS, this amendment significantly increases the land area devoted to public parks and improve the connection of the waterfront street to Jersey Avenue; and

WHEREAS, the Planning Board of Jersey City, at its meeting of May 19, 2009, reviewed this first amendment and approved a motion to recommend favorable action to the Municipal Council with the addition of an Art Deco design component building for Block 18; and

WHEREAS, the second proposed amendment alters the bulk and square footage use allocation, and increases the height and permitted residential units for Redevelopment Plan Blocks 24 and 1; and changes Redevelopment Plan Block 3 into a Park. It changes the building classes required for each Block. It requires the widening of Marin Boulevard in front of Blocks 24 and 25, and Park Avenue North of Block 24. It changes the thoroughfare standards to reflect these adjustments. The amendment does not add any new Square Footage to the overall development to the plan; and

WHEREAS, at its meeting of September 18, 2012, the Jersey City Planning Board, reviewed the amendment for Blocks 1, 3 and 24 and approved a motion to recommend favorable action to the Municipal Council; and

WHEREAS, the Planning Board found there to be many advantages to the proposed amendments and unanimously recommended that the Municipal Council adopt the proposed amendments; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to proceed with the redevelopment of the Liberty Harbor North site making certain the desirable new-urbanist neighborhood planned for the Liberty Harbor North moves forward to its completion;

WHEREAS, both proposed amendments, are attached and made a part hereof and are available for public inspection at the Office of the City Clerk in 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 proposed Amendments and Map revisions, attached hereto, as Recommended by the Jersey City Planning Board on May 19, 2009 and September 18, 2012 be, and hereby is, adopted.

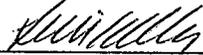
BE IT FURTHER ORDAINED THAT:

- 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, FAICP, PP, Director
 Division of City Planning

APPROVED AS TO LEGAL FORM



 Corporation Counsel

APPROVED:



 APPROVED: 

 Business Administrator
 ASSS

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 LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO REDEVELOPMENT PLAN BLOCKS 1, 3, AND 19 THROUGH 27

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: This ordinance adopts amendments to the bulk and square footage use allocation, and increases the height and permitted residential units for Redevelopment Plan Blocks 24 and 1; and changes Redevelopment Plan Block 3 into a Park. It also changes the building classes required for each Block. It requires the widening of Marin Boulevard in front of Blocks 24 and 25, and Park Avenue North of Block 24. It changes the thoroughfare standards to reflect these adjustments. The amendment does not add any new square footage to the overall development of the plan.

This ordinance adopts amendments to restructure the zoning of the southernmost portion of the redevelopment plan area involving Blocks 19 through 23, 25 and 27 to create the Tidewater Basin District. It re-distributes building size and increases height and unit count, required park land area, and the cultural & entertainment use requirements and eliminates a 45 plus story building to become parkland. It also proposes minor design adjustments throughout the plan, such as but not limited to: eliminating illustrations that no longer apply, and clarifying the Development Intensity Summary Chart footnotes.

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

1. Responds to the reality of changing unit sizes in the current residential market;
2. Allow for the development on Block 24 to move forward without cost to the City;
3. Requires concurrent improvements to Marin Blvd and Park Avenue;
4. Elimination of a long boxy building along Jersey Avenue and Marin Blvd.;
5. Creation of a new park along with Phase 1 of the project
6. Creates greater park land along the canal and park waterfront where the 45 story building was removed
7. Re-configure the building types and layout to create a distinct and identifiable new neighborhood along the Liberty Harbor North waterfront
8. Improve the vehicular connections to Jersey Avenue and resolve other minor street connections.

5. Anticipated Benefits to the Community:

1. Allows for the continued investment into this plan area,
2. Improved street connections.
3. Improved pedestrian and vehicular circulation.
4. Addition of another 3 acres of Green space within the City
5. Improved Civic space within the Plan area
6. Create several unique and distinct neighborhoods,
7. Allows for more building variation, resulting in neighborhoods being more natural and more suited to the existing fabric of the City's downtown districts.

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

No expense to the city.

7. Date Proposed Program or Project will commence:

It 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
Maryann Bucci-Carter, City Planning	547-4499

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

Sept 19, 2012
Date

Carl Czaplicki
Department Director Signature

9/19/12
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LIBERTY HARBOR NORTH REDEVELOPMENT PLAN RELATING TO REDEVELOPMENT PLAN BLOCKS 1, 3, AND 19 THROUGH 27

The Liberty Harbor North Redevelopment Area is approximately bounded by Grand Street on the North, Jersey Avenue on the West, the Tidewater Basin to the South and Luis Munoz Marin Boulevard on the East.

This ordinance adopts amendments to the bulk and square footage use allocation, and increases the height and permitted residential units for Redevelopment Plan Blocks 24 and 1; changes Redevelopment Plan Block 3 into a Park; and changes the building classes required for each Block. It requires the widening of Marin Boulevard in front of Blocks 24 and 25, and Park Avenue North of Block 24. It changes the thoroughfare standards to reflect these adjustments. The amendment does not add any new square footage to the overall development in the plan area.

This ordinance adopts amendments to restructure the zoning of the southernmost portion of the redevelopment plan area involving Blocks 19 through 23, 25 and 27 to create the Tidewater Basin District. It re-distributes building size and increases height and unit count, required park land area, and the cultural & entertainment use requirements and removes a 45 plus story building to become a park. It also proposes minor design adjustments throughout the plan, such as, but not limited to: eliminating illustrations that no longer apply, and clarifying the Development Intensity Summary Chart footnotes.

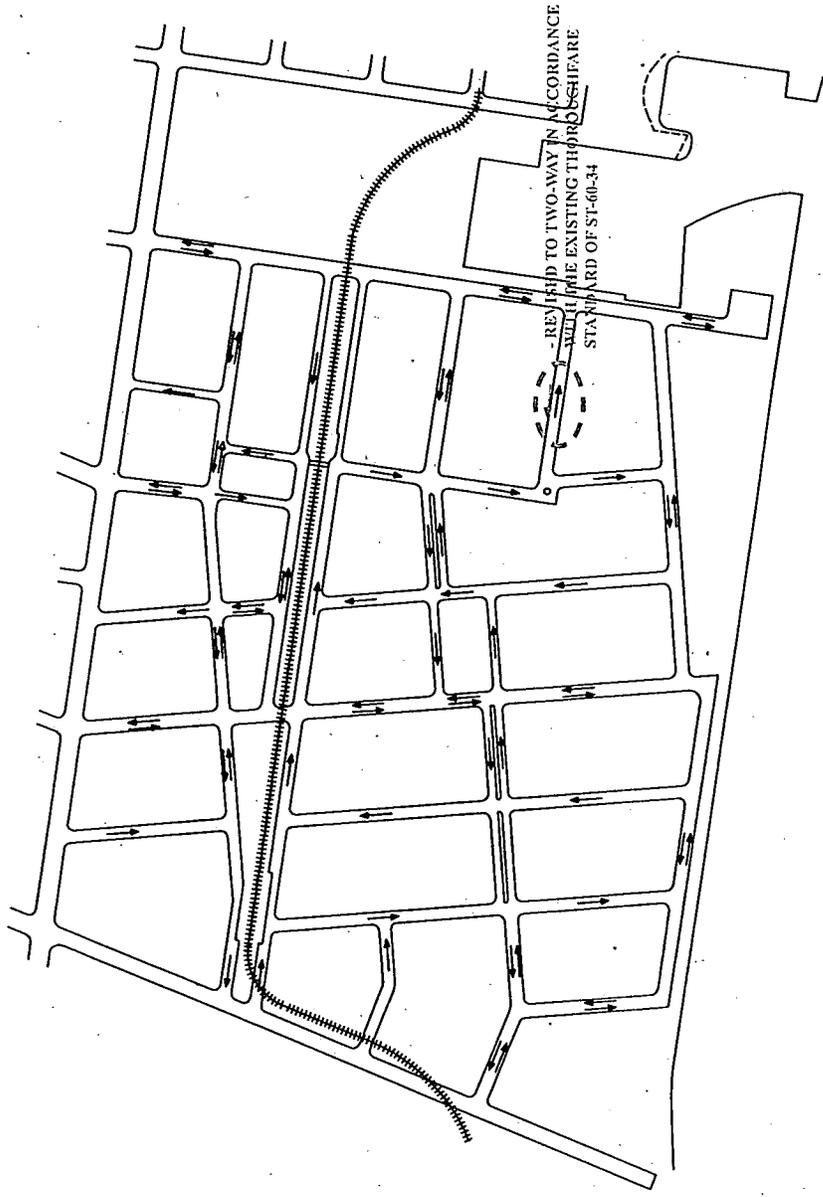
VEHICULAR CIRCULATION

LIBERTY HARBOR NORTH

Similar to much of Manhattan's grid, streets that pass the ends of blocks carry two-way traffic, while the more frequent cross-streets are largely one-way. One-way streets are typically provided in pairs, so that lengthy loops are avoided.

All streets shall be improved to the satisfaction of the Municipal Engineer and developed to municipal standards and shall be maintained without gates and open to public vehicles and pedestrians.

*The vehicular traffic directions identified here reflect directions at total build-out. Traffic direction may change during various phases of completion, pursuant to Planning Board approval.



REGULATING PLAN: HEIGHTS

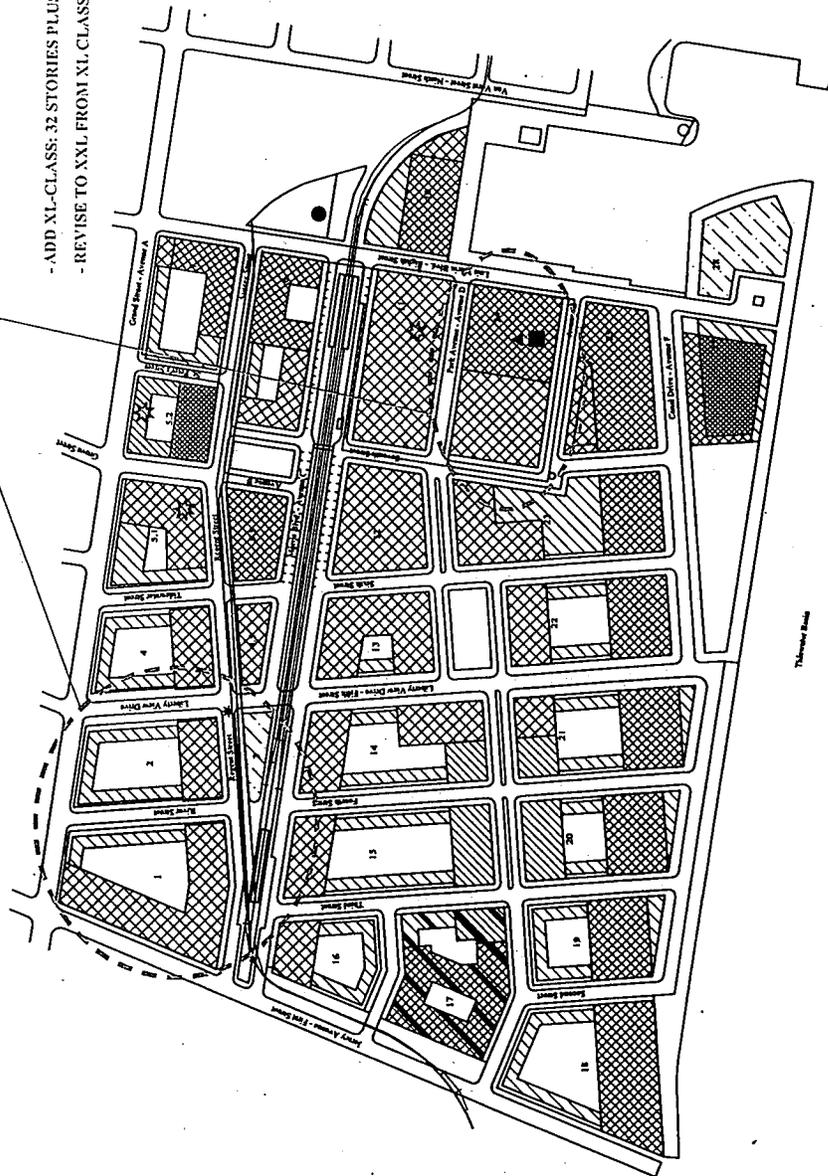
ORIGINAL REDEVELOPMENT PLAN

-REVISED HEIGHTS
PARCEL BROKEN DOWN INTO
DIFFERENT CLASS SECTIONS
SEE NEXT DRAWING

-ADD XL-CLASS: 32 STORIES PLUS CUPOLA
-REVISE TO XXL FROM XL CLASS

-  XS-Class Buildings: 2 Stories, Max. height limit 40' Restaurant, Retail and Entertainment uses only on Block 28.
-  S-Class Buildings: 4 Stories plus Attic
-  SM-Class Buildings: 6 Stories plus Attic
-  M-Class Buildings: 8 Stories plus Attic
-  L-Class Buildings: 16 Stories plus Towers/Penthouse
-  XL-Class Building: 45 Stories plus Cupola
-  Civic-Class Buildings: 2 Stories of max. 20' each, plus roof articulations above if desired. (no above-grade parking)
-  Civic Class Base within S, SM, & L-Class Building: (As many as 3 stories shall be civic) OR as alternative, S, SM, & L-Class Building only.
-  Mid-Block Parking: open space at block centers may be used for parking lots of a max. height determined by the Urban and Architectural Regulations. A minimum of 20% of this midblock area will be dedicated to open space, primarily in the form of townhouse rear yards, as discussed in III.L of the General Regulations.
-  Possible exception to story-height requirement as discussed in Urban and Architectural Regulations.
-  Zoning for this area to match corresponding area in the Tidewater Basin Redevelopment Plan, Grand and Main district, and R.O.W.'s.
-  Required Hotel
-  This area shall be a maximum of 3 stories and a height limit of 80'.
-  Up to 12-stories maximum to be permitted on a project designed to be LEED Certified by the U.S. Green Building Council. *F3 (see footnote)

- REMOVING TEXT
- 
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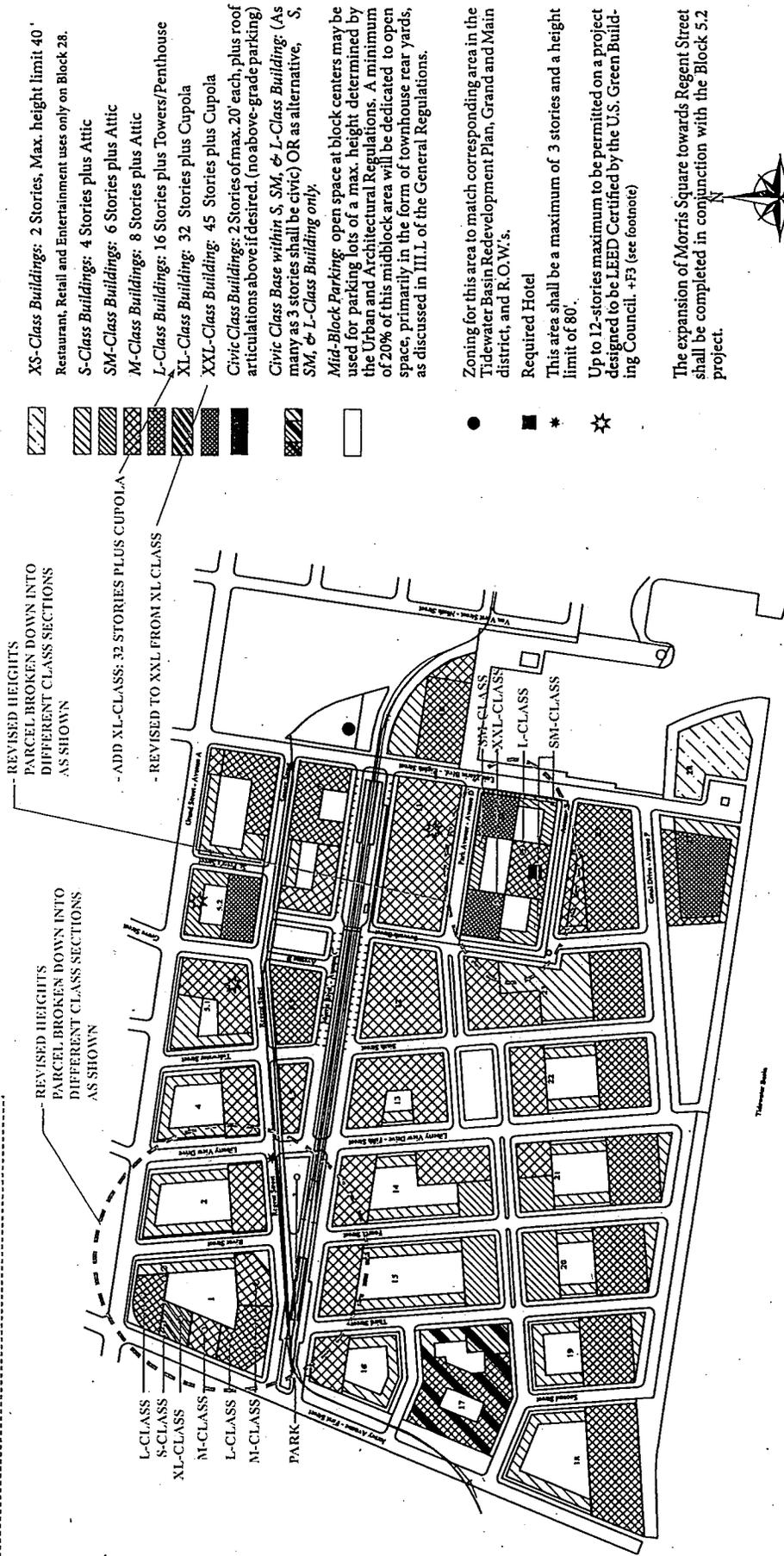
The expansion of Morris Square towards Regent Street shall be completed in conjunction with the Block 5.2 project.



REGULATING PLAN: HEIGHTS

LIBERTY HARBOR NORTH

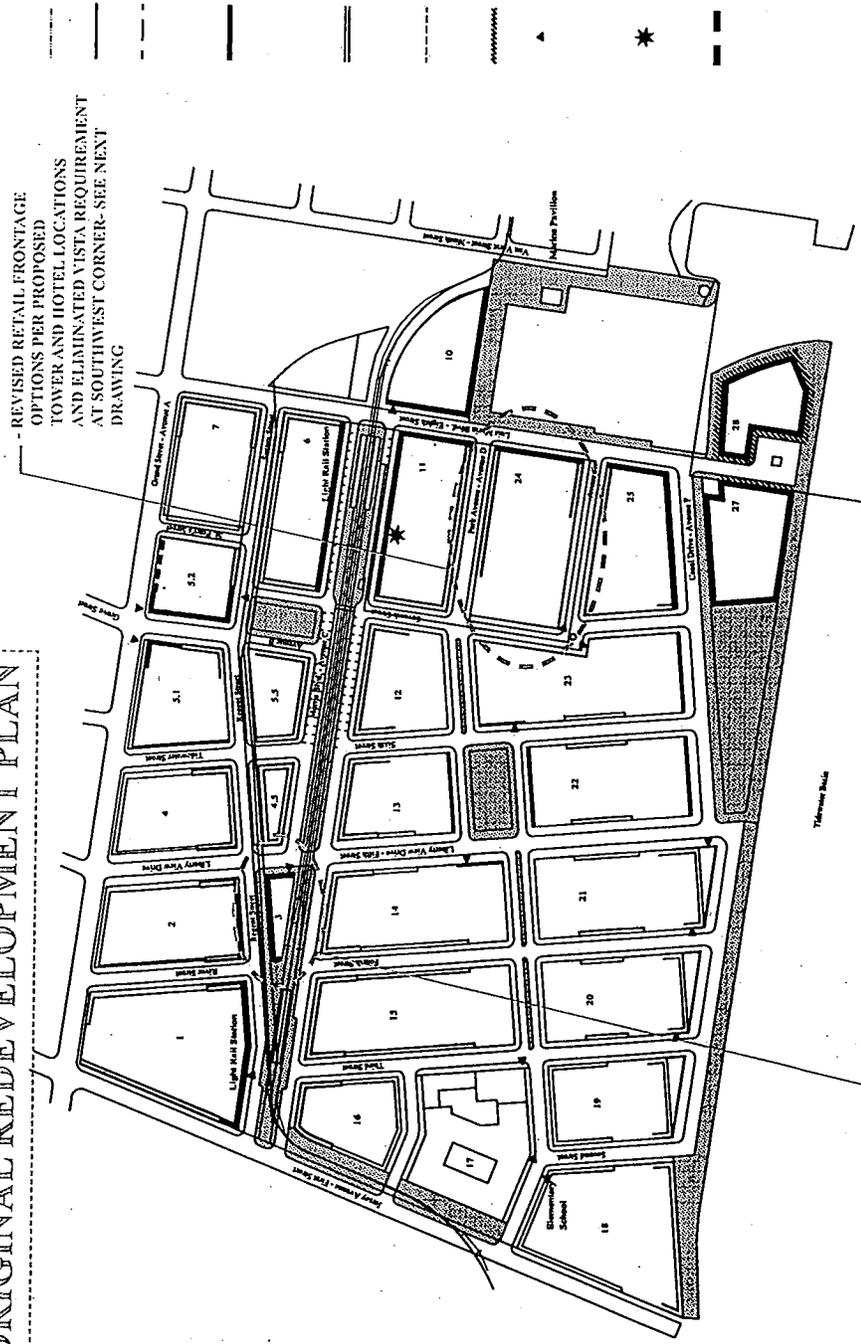
PROPOSED AMENDMENT



LIBERTY HARBOR NORTH

REGULATING PLAN: FRONTAGES

ORIGINAL REDEVELOPMENT PLAN



REVISED RETAIL FRONTAGE
 OPTIONS PER PROPOSED
 TOWER AND HOTEL LOCATIONS
 AND ELIMINATED VISTA REQUIREMENT
 AT SOUTHWEST CORNER-SEE NEXT
 DRAWING

ELIMINATE RETAIL FRONTAGE
 REQUIREMENT WITH INCLUSION OF
 PARK. ALSO ELIMINATE 'TERMINATED
 VISTA' SYMBOL SINCE THERE WILL
 BE NO BUILT STRUCTURE ON THIS BLOCK

Property Line: those lines designating private property boundaries. (These lines are often obscured by Frontage Lines)

Frontage Line: where buildings must place their facades, as described in the Regulating Plan.

B Frontage Line: those Frontage Lines designated on the Regulating Plan (on Seventh Street and Avenue E) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.

Retail Frontage Required: those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Marin Boulevard south of Morris Boulevard must face Marin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.

Retail Frontage Optional: those Frontage Lines designated on the Regulating Plan that are allowed to provide a shopfront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).

Residential-Only Frontage Line: those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.

Arcade Frontage: one-story arcade required over full width of sidewalk.

Terminated Vista: a location at the axial termination of a thoroughfare. A building located at a terminated vista must receive the axis with an appropriately scaled articulation of the facade and/or roofline.

* NOTE: In addition to residential frontages identified on this map, buildings fronting on Canal Drive and the Central Square shall be residential only for blocks 19, 20, and 21.

An alternative 2-story civic use shall be permitted on the western half of the Morris Boulevard frontage on Block 11 - (see footnote #F3)

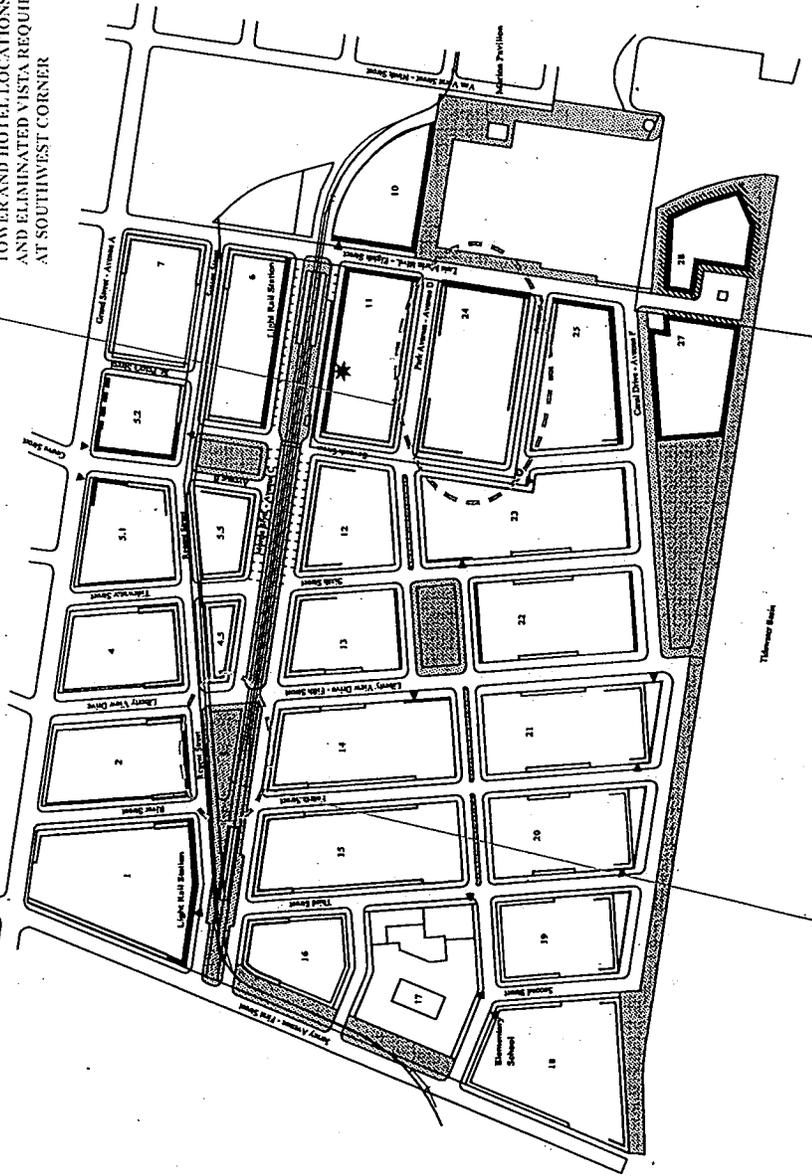
Residential Entry Stoop Frontage Line: those Frontage Lines designated on the Regulating Plan that require individual residential private entry stoops appropriately scaled and articulated along the facade.

REGULATING PLAN: FRONTAGES

LIBERTY HARBOR NORTH

PROPOSED AMENDMENT

- REVISED RETAIL FRONTAGE
OPTIONS PER PROPOSED
TOWER AND HOTEL LOCATIONS
AND ELIMINATED VISTA REQUIREMENT
AT SOUTHWEST CORNER



- ELIMINATED RETAIL FRONTAGE
REQUIREMENT WITH INCLUSION OF
PARK. ALSO ELIMINATED TERMINATED
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LIBERTY HARBOR NORTH

URBAN AND ARCHITECTURAL REGULATIONS

THESE WRITTEN URBAN AND ARCHITECTURAL REGULATIONS ARE TO BE USED IN CONJUNCTION WITH THE GRAPHIC REGULATING PLANS.

(1 OF 3)

MANDATORY

- responsible for all additional costs of this lighting.
- **Utilities:** Transformers, dumpsters, junction boxes, lift stations, electrical meters, condensers, signal boxes, other such machinery, and the mechanical controls for same shall be below ground or interior to the block and masked from frontages by building elements in a manner consistent with the design of the building, incorporating false windows and dispersed venting to maintain the window rhythm and building pattern design. (A wall of venting for mechanical rooms is not acceptable). Any louvers must be screened with decorative grates. When a mid-block location is incorporated into the project or phase, above referenced utilities shall be located mid-block if technologically possible.
- **Street Signage:** Public signage shall be consolidated and affixed onto lamp posts wherever possible.
- **Obstructions:** Mailboxes, bicycle racks, and other pedestrian impediments shall be located at the outer edge of the sidewalk. Exceptions: Sidewalk dining may encroach the majority of the sidewalk providing that a 5' clear aisle is maintained. Benches shall be placed against building walls as people dislike sitting with motion behind them.
- **Building Depth:** Buildings of class SM, M, and L may not reach beyond the depths indicated in the Regulating Plan, but they may choose to pull back at midblock to create rear courtyards.
- **Building Frontages:** Buildings are required to place their front walls along the Frontage Lines indicated in the Regulating Plan along at least 80% of their frontage. The remaining 20% allows for architectural articulations such as recessed walls.
- **Building Attachments:** Arcades, Awnings, Bay Windows, Balconies, Roof Overhangs, Stoops and Porches, may encroach into private property in front of the Frontage Line, provided they are conforming to the maximum attachment dimensions listed below, and those are found responsible for all additional costs of this lighting.
- **Additional Regulations:** These Regulations supplement the General Regulations also contained in this plan, which should be read in conjunction with these pages.
- **Streetscape Materials:** Vehicular carparks shall be constructed of asphalt. The main portion of sidewalk shall be constructed in concrete with mica added to sparkle at night. The outer 4'-5' of sidewalks shall be constructed of bricks (or similar pavers) between flush-mounted metal tree grates. (Tree grates shall be maintained regularly to avoid trunk restriction). Curbs shall be vertical without horizontal lips (no gutter pans).
- **Street Planting:** The street-tree pattern shall be regularly spaced at the distance specified in the Thoroughfare Standards.
- **Street Lighting:** Street lights shall be located at the outer edge of all sidewalks, and shall correspond to the Regulating Plan as follows:
 - **Required Retail Frontages:** One lighting standard (no more than 15' tall) for every 30 linear feet of sidewalk average.
 - **Optional Retail Frontages:** One lighting standard (no more than 15' tall) for every 30 linear feet of sidewalk average.
 - **Undesignated Frontages:** One lighting standard (no more than 20' tall) for every 70 linear feet of sidewalk average.
 - **Residential-Only Frontages:** One lighting standard (no more than 25' tall) for every 90 linear feet of sidewalk average.
 These requirements may be adjusted relative to one another in response to the photometric specifications of the chosen light standards. Street lights shall be placed by beginning at corners (without blocking crosswalks) and then working inward to the block middle. Street lights shall produce a spectrum in the daylight-incandescent range. (Bluish and very yellowish lamps are not allowed). All street lighting shall be of decorative design, and shall comply with the approved fixture type. The developer is
- acceptable by the Planning Board, receiving site Plan approval as required by this plan. Of the above, all may also encroach into public rights of way in front of the Frontage Line.
- **Attachment Dimensions:** Arcades shall cover all but the outer 2' of the adjoining sidewalk. Awnings shall be 5 to 10 feet deep and may place supports upon the public sidewalk. Bay Windows shall be a maximum depth of 4'. Balconies shall be a maximum depth of 2'. Roof Overhangs under 20' in height shall not encroach a vehicular carpath. Porches shall be 7' to 12' deep.
- **Building Height:** Maximum building height shall be specified in number of stories as shown in the Regulating Plan. Minimum Building height shall be three quarters of the maximum.
- **Story Height:** Each story shall not be less than 9' from floor to floor, with the exception of the ground-level retail story, which may reach 20' from floor to floor (and may include a mezzanine within). On Block 24, the height of the first floor and the second floor of the hotel may each be increased to a maximum of 25 feet (floor to floor) to accommodate banquet space and some mezzanine areas for their service and a grand lobby space. On Block 11 ground floor level may reach up to 30 feet (and may include a mezzanine within) - (see footnote #F3). Buildings that do so by reducing the number of stories. For example, an M-Class building may not exceed $20' + (7 \times 15') = 125'$ in height (plus attic), even if it contains less than 8 stories. For further clarification: Maximum Height is guided by both Maximum Height in distance and Maximum Number of stories simultaneously. Therefore, if a floor to floor height of 10 feet were provided, the resulting number of stories could not be increased to fill the bulk of what a floor to floor height of 15 would have achieved.
- **ELIMINATE EXCEPTION**
 - ~~Exception to the only exception to the number of stories rule is the eastern portion of Block 34 fronting on Martin Boulevard, Park Avenue and Avenue E extending only to the center of the block as depicted on the Regulating Plan: Height - This exception is not to be allowed when the initial use is a Class K hotel incorporating a minimum~~
- total of 50,000 sq. ft. of indoor swimming, banquet, and meeting rooms, swimming pool, fitness center, tennis courts, and other retail shops and services which must be incorporated into any project taking advantage of this exception at this location. This is the only location within the development area where a hotel is required. The plan revisions to allow use of hotel residential buildings at this location. This exception shall only permit the construction of additional floors dedicated to hotel use. No more than 10 floors may be dedicated to residential dwelling units. All floors must conform to the minimum and maximum floor heights as stipulated above except that the height of the first and second floors of the hotel may be increased to a maximum of 25 feet in order to provide sufficient height and volume for banquet and convention facilities, and may include a mezzanine level. The maximum height of the buildings shall not exceed 245 feet which is the maximum height which would otherwise be allowed pursuant to the requirements of this section. (see footnote #F2).
- **Story Height Variety:** The first above-ground story of a building shall be a minimum of 1' taller than the upper stories.
- **Tower Stories:** L-Class Buildings facing the Tidewater Basin are permitted to include one or two towers each. These towers shall have a footprint no larger than 6400 s.f. for a maximum of four stories. Above that height, they may continue to rise within a roof or stepback at a maximum average slope between 6:12 and 24:12. No tower shall contain more than 60,000 s.f. total occupied space.
- **ADDED XXL**
 - **Cupola Stories:** XL and XXI-Class buildings are allowed to rise above their required height within a roof or stepback at a maximum average slope of between 6:12 and 12:12.
 - **Attic Story:** S, SM, and M-Class buildings may contain a single attic story located above the cornice or behind the parapet, within the sloped roof, which receives its light exclusively through dormer windows and/or skylights. As an alternative, this story may have (windowed) walls perpendicular to the ground if it is set back a minimum of 10' from the Frontage Line, creating a roof deck.
- **Penthouse Story:** L-Class buildings may contain a penthouse story located above the roof. Penthouse shall be setback from the main building frontage line a minimum which assures clearance of any visual site lines from the midpoint of the sidewalk across the street at eye-level. Penthouse does not require to be duplex.
- **XS-Class Building Height:** The XS-Class is reserved for commercial buildings of quasi-civic use (market halls, etc.) that are intended to have a civic presence. These buildings are limited to two stories in height but have no story-height limits.
- **First-Floor Ground Heights:** A building's first floor shall be located between 0' and 7' above the sidewalk. Retail first floors shall be located at sidewalk height. Residential first floors shall be located a minimum of 2' above the sidewalk, with window sills a minimum of 5' above the sidewalk.
- **Building Entries:** Every use within a building, except for indoor accessory swimming pool amenities, shall have a primary point of pedestrian ingress and egress to the street. All buildings shall place their primary entrance at one street frontage, although additional secondary entrances shall be permitted. Every apartment and office within a building shall be provided with a path to and from the sidewalk that does not pass through a parking garage that shall serve the primary prominent entrance. Every retail and commercial (including entertainment) establishment within a building shall place its primary entrance at the sidewalk. This is true of hotel restaurants and gift shops as well.
- **Prominent Entries:** Main building entries shall be easily identifiable as such from the sidewalk, and may not occur simply as voids between buildings.
- **Facade Articulation:** Buildings shall have a clear base, middle, and top by providing string courses and/or horizontally differentiating surface treatment, as further required below. (For example, a building could have a suco base and a string course between a brick middle and top.) Transition locations: XS: exempt.

LIBERTY HARBOR NORTH URBAN AND ARCHITECTURAL REGULATIONS

(2 OF 3)

included). Any towers shall contain an additional articulation within the top 2 stories.

- ADDED XXI

XI & XXI: once at the eighth floor, once again 2 to 4 stories from the top.

• **Facade Articulation, Specific:** In order to create certain unified streetscapes, the facade articulations required above are further specified to include a cornice, balcony, slight setback, or heavy string course at precisely the following heights. These articulations shall substitute for, or be in addition to, those discussed above.

- Marin Boulevard:** 80' above sidewalk grade.
- Canal Drive:** 160' above sidewalk grade.
- Park Avenue:** 60' above sidewalk grade.
- Morris Boulevard:** 70' above sidewalk grade.

Buildings at corners shall transition gracefully between articulations required at different heights.

• **Facade Ratio:** The percentage of void area (windows and other openings) in a building facade shall be between 20% and 60%, except at street-level retail Frontages, where it shall not be lower than 75%.

• **Facade Composition:** "Scattered-window" facades shall not be allowed at Frontages. Each facade shall present a unified, rational composition.

• **Facade Materials:** To avoid busyness, facades shall consist of no more than three materials, textures or colors (windows and framing not counted). Any changes in primary wall material shall occur across a horizontal line, with the heavier-appearing material below the lighter (for example, wood over bricks, or bricks over stone).

• **Facade Color:** The color of building walls shall be within the white-to-russet quadrant of the color wheel, including cream, beige, tan, gray, yellow, ochre, red, and brown.

• **Blank Walls:** Walls at Frontages may not be blank at the street level; first floor walls at Frontages shall have at least one window per structural bay, in a pattern that suggests habitation. Exposed basement walls at Frontages shall have at least one small window per structural bay as appropriate to an occupied foundation.

• **Parking Frontage:** Where parking structures directly enfront the sidewalk, they shall be articulated to resemble habitable buildings with vertically proportioned openings at every level (smaller at grade, larger above).

• **Parking Entrances:** Mid-block parking structures shall be treated not through gaps between buildings, but through vehicular openings in the Frontage-line wall of the liner building (not applicable on B-Street Frontages). Mid-block parking structures shall provide direct pedestrian access to sidewalks so that residents may exit the parking lot without entering a building. Such vertical circulation, if located within the liner building, shall be fenestrated to approximate a residential stairwell, and shall be lit in the daylight-incandescence range.

• **Simple Skylines:** Hyperactive parapets and roofs are not allowed. Any breaks in these elements (height changes, for example) shall be limited to corners, vista terminations, and required setbacks.

• **Courtyard Dimensions:** All courtyards shall maintain a minimum width:height ratio of 1:3 in at least one dimension, in order to avoid lightwell conditions.

• **True Muntins:** Windows with muntins shall be true divided lights, or shall include exterior snap-in muntins that cast a shadow on the exterior glass.

• **Expansion Joints - Facades** shall be designed so that any expansion joints are rationalized by the logic of the composition, and thus made less obvious. Expansion joint gaps shall be colored to match the surrounding wall.

• EIFS: are prohibited.

• **Dish Antennas:** Dish antennas are prohibited where visible from any public area or R-O-W.

are often enough.

• **Awnings:** Retail establishments should use awnings at their Frontages. Awnings shall be 5'-10" deep, retractable, and rectangular with no side panels or lettering.

RECOMMENDED

• **Variety:** No architectural firm shall complete the schematic design of more than one (adjacent) block. However, a single firm may prepare construction drawings consolidating the schematic designs of a number of independent firms.

• **Shopfronts:** Successful shopfronts glint, with high-gloss paint. Adjacent stores should have their fronts designed individually rather than according to a repeated template.

• **Simple Facades:** The major articulation of facades should be confined to the corners of the urban block, the area around entries, and at designated vista terminations.

• **Aligned Openings:** The tops of windows and doors should be aligned to avoid confusing perspectival views.

• **Sill Emphasis:** Window sills should be emphasized more than window headers. The bottom of the window can use the emphasis of the shadow line, while the top already has one.

• **Soffit Emphasis:** In most buildings, the underside of the overhang is more visible than the roof. The soffit should therefore receive a greater amount of attention and budget than it is typically afforded.

• **Mullions:** Mullions and muntins provide privacy by diffusing problematic views. They should be used on residential windows facing onto side-walks and courts, but they should be avoided on retail windows, which require transparency.

• **Courtyard Landscaping:** The landscaping of courtyards should be simple. Brick paving, large trees, and benches

LIBERTY HARBOR NORTH

THOROUGHFARE STANDARDS

(4 OF 4)

THOROUGHFARE TYPE

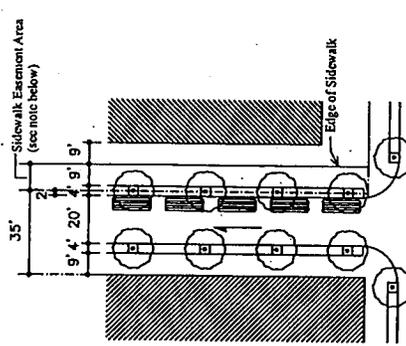
DR: Drive

BV: Boulevard

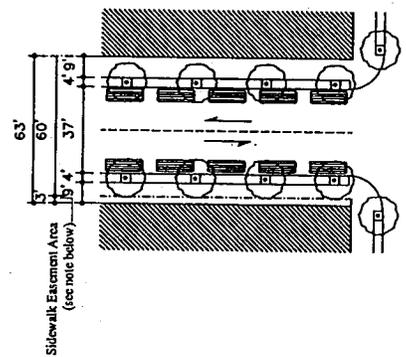
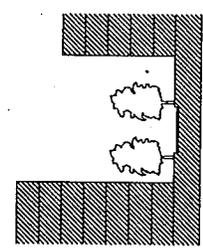
AV: Avenue

ST: Street

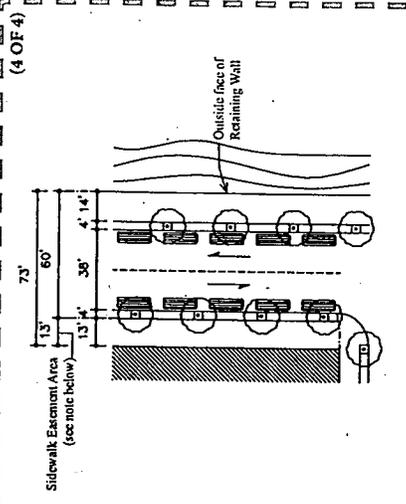
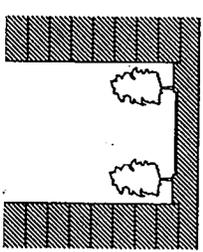
AV-30-34



ADDED THOROUGHFARE STANDARDS



PROPOSED AMENDMENT



Type	ST: Peter's Street
Movement	Free Movement
Traffic Lanes	One Way
Parking Lanes	One Side
R.O.W. Width	35 feet
Pavement Width	20 feet
Vehicle Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	5.7 seconds
Planter Width	13 feet
Planter, Boulevard Treatment	4 feet
Planting Interval	Square tree grate in paving stone
Tree Spacing	24' o.c. AVR
Other	TBD

Sidewalk easement required from Block 60.05 for 5' in addition to the 35 ft R.O.W. in order to achieve 13' feet sidewalk width on the east side.

Type	Park Avenue
Movement	Free Movement
Traffic Lanes	Two Way
Parking Lanes	Both Sides
R.O.W. Width	63 feet
Pavement Width	37 feet
Vehicle Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	5.7 seconds
Planter Width	13 feet
Planter, Boulevard Treatment	4 feet
Planting Interval	Square tree grate in paving stone
Tree Spacing	24' o.c. AVR
Other	TBD

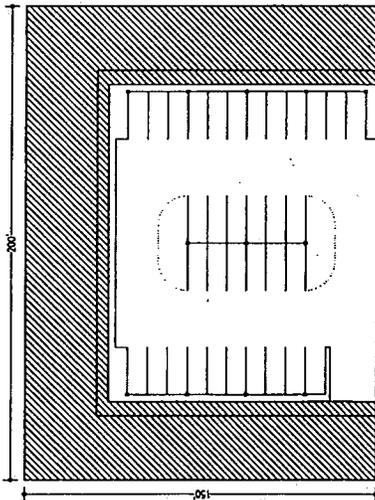
3.0 Sidewalk easement required from Block 24 in addition to the 60.0 R.O.W. in order to achieve 37 feet pavement width on Park Avenue. The 13' feet sidewalk width includes the 17' feet sidewalk width on the east side.

Type	Main Boulevard
Movement	Free Movement
Traffic Lanes	Two Way
Parking Lanes	Both Sides
R.O.W. Width	75 feet
Pavement Width	38 feet
Vehicle Design Speed	15 feet
Pedestrian Crossing Time	25 MPH
Sidewalk Width	5.7 seconds
Planter Width	17 feet
Planter, Boulevard Treatment	4 feet
Planting Interval	Square tree grate in paving stone
Tree Spacing	24' o.c. AVR
Other	TBD

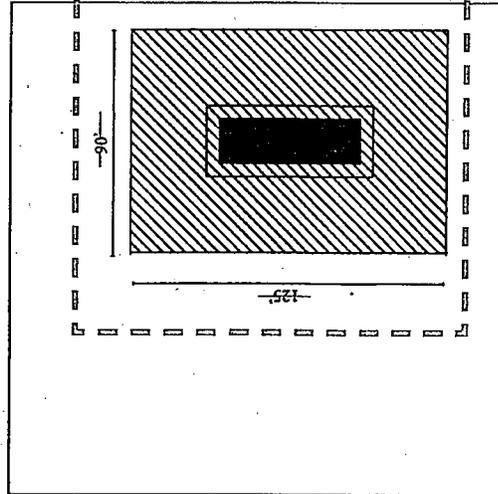
13.0 Sidewalk easement required from Block 24 in addition to the 60.0 R.O.W. in order to achieve 17 feet sidewalk width on the west side of Main Blvd. The 17' feet sidewalk width includes the 17' feet sidewalk width on the east side.

LIBERTY HARBOR NORTH

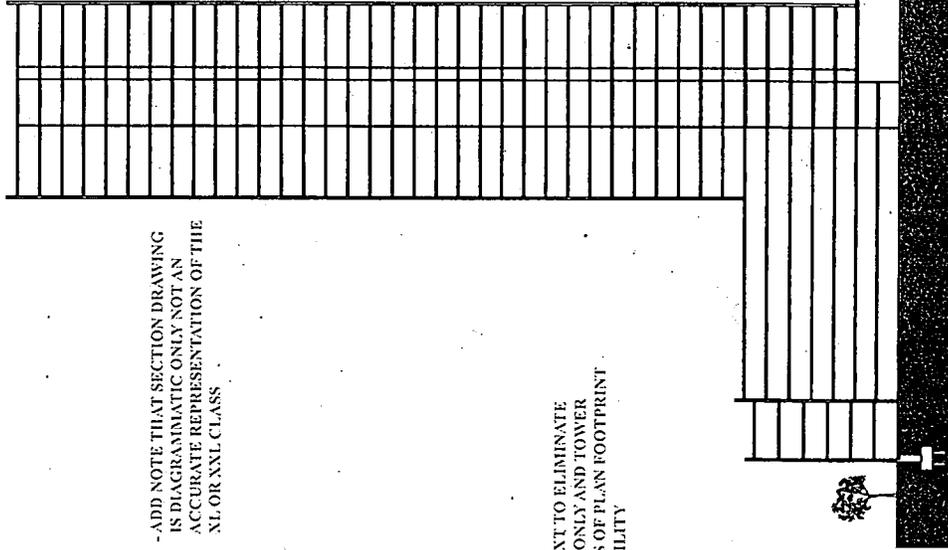
ORIGINAL REDEVELOPMENT PLAN



Lower Story

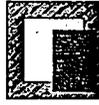


Upper Stories



Section B

Point Tower with hallway system and embedded parking structure



-REVISED ALL TEXT FOR 'XL' CLASS & 'XXL' DISTINGUISH BLOCK 5.2 FROM GENERAL.

-ADD NOTE THAT SECTION DRAWING IS DIAGRAMMATIC ONLY NOT AN ACCURATE REPRESENTATION OF THE XL OR XXL CLASS

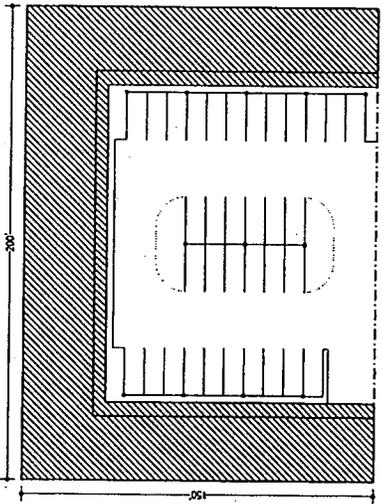
The XL-Class Tower on Block 5.2 shall be permitted to rise to a maximum of 45 stories for a project designed to achieve a LEEDs certification from the U.S. Green Building Council. The Building shall contain a podium that is SM-Class with a mid-block parking structure. Individual residential units on the first floor at Grand Street shall be accessed directly from the exterior with stoops. The building shall incorporate architectural fenestration and elements that respect the characteristic of the surrounding historic district. The XL Tower on Block 5.2 shall be situated as depicted on the Height Regulating Plan Map. The tower footprint shall be no greater than 125' x 90'. The building shall be designed as a signature building with a distinctive design theme. The tower shall be a terminated vista for southbound vehicular and pedestrian travelers on Grove Street. The design shall take this characteristic into consideration during design and, all building sides shall be distinctive with no side of lesser design value than the other. The building shall contain a detectible base, middle and crown. Detailed rooftop features are required to insure the building becomes an iconic marquee building within the downtown neighborhood.

BUILDING TYPES

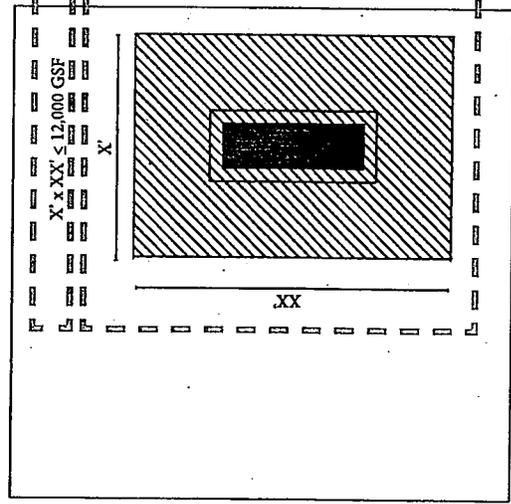
LIBERTY HARBOR NORTH

PROPOSED AMENDMENT

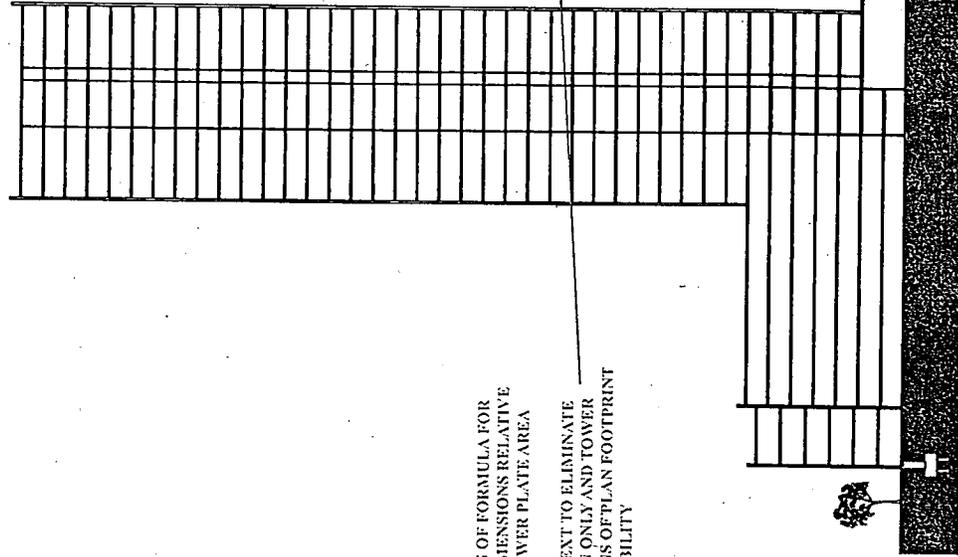
Point Tower with *Failway system and embedded parking structure*
 XL-Class & XXL-Class



Lower Story



Upper Stories



NOTE: SECTION IS DIAGRAMMATIC
 Section B



-REVISED ALL TEXT FOR 'XL' CLASS TO 'XXL' DISTINGUISH BLOCK 5.2 FROM GENERAL

Block 5.2

The XXL-Class Tower on Block 5.2 shall be permitted to rise to a maximum of 45 stories for a project designed to achieve a LEED certification from the U.S. Green Building Council. The Building shall contain a podium that is SM-Class with a mid-block parking structure. Individual residential units on the first floor at Grand Street shall be accessed directly from the exterior with stoops. The building shall incorporate architectural fenestration and elements that respect the characteristic of the surrounding historic district. The XXL Tower on Block 5.2 shall be situated as depicted on the *Height Regulating Plan Map*. The tower footprint shall have dimensions that total a gross tower floor plate area of no greater than or equal to 12,000 gsf. The building shall be designed as a signature building with a distinctive design theme. The tower shall be a terminated vista for southbound vehicular and pedestrian travelers on Grove Street.

-DISTINGUISHED NOTES FOR BLOCK 5.2 & GENERAL

GENERAL

All XL & XXL-Class Towers shall be permitted to rise to the number of stories as depicted in the Heights Regulating Plan Map. The Building shall contain a podium with a mid-block parking structure. The tower footprint shall have dimensions that total a gross tower floor plate area of no greater than or equal to 12,000 gsf. The building shall be designed as a signature building with a distinctive design theme. The tower shall be a terminated vista for vehicular and pedestrian travelers from all approaches. The design shall take this characteristic into consideration during design and, all building sides shall be distinctive with no side of lesser design value than the other. The building shall contain a detectable base, middle and crown. Detail of rooftop features are required to insure the building becomes an iconic marquee building within the downtown neighborhood.

INCLUSION OF FORMULA FOR TOWER DIMENSIONS RELATIVE TO AVG TOWER PLATE AREA

REVISED TEXT TO ELIMINATE DIMENSION ONLY AND TOWER DIMENSIONS OF PLAN FOOTPRINT FOR FLEXIBILITY

CAPACITY SUMMARY

LIBERTY HARBOR NORTH

Block #	Maximum Allowable:		Housing in SF		Housing in Units		Other Uses					TOTAL BUILDING AREA		
	User	Other	User	Other	User	Other	Total	Retail	School	Hotel	Office**	Garage	Original Redevelopment Plan	Revised Building Areas Proposed Amendment
1	107,372	257,250	300,000	0	0	0	0	0	0	0	0	0	300,000	300,000
2	107,372	257,250	300,000	0	0	0	0	0	0	0	0	0	300,000	300,000
3	122,345	153,800	275,145	0	0	0	0	0	0	0	0	0	275,145	275,145
4	103,250	163,800	267,050	0	0	0	0	0	0	0	0	0	267,050	267,050
4.5	0	118,547	118,547	0	85	0	85	15,000	0	0	0	0	120,000	120,000
5.1	144,000	392,000	536,000	0	280	0	280	15,000	0	0	0	0	551,000	551,000
5.2	0	770,000	770,000	0	550	0	550	15,000	0	0	0	0	785,000	785,000
5.5	0	293,817	293,817	0	300	0	300	30,000	0	0	0	0	330,000	330,000
6	187,000	252,000	439,000	0	110	0	110	45,000	0	0	0	0	484,000	484,000
7	100,000	367,000	467,000	0	88	0	88	20,000	0	0	0	0	487,000	487,000
10	0	0	0	0	0	0	0	45,000	0	0	0	0	45,000	45,000
11	0	900,000	900,000	0	585	0	585	30,000	40,000	0	0	0	1,175,000	1,175,000
12	0	412,002	412,002	0	284	0	284	35,000	0	0	0	0	447,000	447,000
13	24,000	374,094	398,094	0	281	0	281	20,000	0	0	0	0	418,000	418,000
14	74,350	374,752	449,102	0	44	0	44	20,000	0	0	0	0	469,000	469,000
15	113,485	295,358	408,853	0	278	0	278	15,000	0	0	0	0	423,000	423,000
16	110,545	123,237	233,782	0	65	0	65	15,000	0	0	0	0	248,000	248,000
17	0	445,696	445,696	0	318	0	318	0	175,000	0	0	0	620,000	620,000
18	84,730	722,828	807,558	0	516	0	516	25,000	0	0	0	0	832,000	832,000
19	81,325	489,056	570,381	0	349	0	349	15,000	0	0	0	0	585,000	585,000
20	51,870	610,584	662,454	0	436	0	436	15,000	0	0	0	0	677,000	677,000
21	71,220	631,000	702,220	0	493	0	493	15,000	0	0	0	0	717,000	717,000
22	45,460	651,000	696,460	0	465	0	465	15,000	0	0	0	0	711,000	711,000
23	178,345	601,674	780,019	0	105	0	105	15,000	0	0	0	0	795,000	795,000
24	0	92,500	92,500	0	0	0	0	0	0	0	0	0	92,500	92,500
25	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	1,604,530	10,492,750	12,097,280	0	5,070	0	5,070	700,000	215,000	570,000	9,649,625	3,930,000	15,074,625	17,871,625
Total	1,601,320	10,600,250	12,271,630	0	871	0	871	685,000	215,000	242,500	3,643,625	3,930,000	17,871,625	17,871,625

Notes: ATTENTION: These notes are essential components of the requirements of this table.

- Maximums are per use, and will thus add up to a figure above the total block area in mixed-use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right-hand column. *F2 (see footnote) Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria; such that the maximums indicated in the above chart may not be practically achievable.
- By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require the reduction of the maximum in another column.
- The number of units is determined based upon an average unit size of 1700 sq ft for other units, 1400 sq ft for other units; *F2 (see footnote) except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary chart above.
- Areas designated as office may be converted to residential or hotel use as well, but such additional housing shall average no less than 1400 sq ft/unit. *F2 (see footnote) except on Block 24 where no additional housing units over the maximum permitted in the Capacity Summary chart shall be permitted.
- If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced accordingly.
- Parking garages are only to be counted as a part of building area when they are contained within the building. *F2 (see footnote) Maximum square footage for parking garages is 100,000 sq ft per building.
- Maximum office area for Block 24, which totals 300,000 sq ft, may be distributed differently among the listed blocks as long as the total office area is not exceeded.
- The required hotel on Block 24 shall contain a minimum of 350, 150 rooms; and shall also contain a full service restaurant, bar and lounge area, retail shops services (including concierge & room service), meeting rooms and banquet rooms, *F2 (see footnote) swimming pool, fitness center and salon services.

PROPOSED AMENDMENT

ORIGINAL REDEVELOPMENT PLAN
 REVISED BUILDING AREAS TO TRANSFER TO BLOCK 1 WITH CONVERSION TO PARK - PROPOSED AMENDMENT
 ORIGINAL REDEVELOPMENT PLAN
 REVISED BUILDING AREAS TO TRANSFER TO BLOCK 1 WITH CONVERSION TO PARK - PROPOSED AMENDMENT
 ORIGINAL REDEVELOPMENT PLAN
 REVISED BUILDING AREAS PER USE & UNIT COUNTS TO OTHER SINCE LINER RELATES ONLY TO S-CLASS - PROPOSED AMENDMENT
 ORIGINAL REDEVELOPMENT PLAN
 REVISED TOTAL PER PROPOSED AMENDMENT
 CLARIFIED NOTE TO EXCLUDE GARAGE AREA FROM TOTAL BUILDING AREA - PROPOSED AMENDMENT
 REVISED MIN ROOM COUNT & ELIMINATED RETAIL SHOPS & SWIMMING POOL USE - PROPOSED AMENDMENT

INTENSITY SUMMARY

Block Number	Size in Square Feet		Size in Acres		Ratio		Max Housing		Max S.F.		Units/Acre		FAR	
	Gross	Net	Gross	Net	Gross/Net	Net	#Units	Total S.F.	ALL USES	Gross	Net	Gross	Net	
1	183,092	112,595	4.20	2.58	1.63	1.60	108	390,640	980,000	97	136	3.71	8.04	
2	113,776	71,320	2.61	1.64	1.60	1.59	182	276,145	305,000	70	117	2.66	4.28	
3	30,375	11,543	0.70	0.26	2.69	2.63	178	267,050	285,000	0	0	0.00	0.00	
4	97,216	58,590	2.23	1.35	1.66	1.66	85	119,547	120,000	0	0	0.00	0.00	
5.1	46,978	13,283	1.08	0.30	3.54	3.54	365	538,000	704,625	79	280	2.55	9.03	
5.2	94,148	56,343	2.16	1.29	1.67	1.67	550	770,000	985,000	169	282	7.48	12.51	
6	68,446	38,780	1.53	0.89	1.71	1.71	300	300,000	300,000	381	618	14.82	25.40	
7	56,492	28,213	1.30	0.65	2.00	2.00	290	439,000	445,000	231	463	5.31	10.63	
8	154,176	67,064	3.54	1.54	2.30	2.30	350	467,000	467,000	158	237	4.84	7.27	
9	96,406	64,260	2.21	1.48	1.50	1.50	278	408,853	440,000	0	0	4.69	11.81	
10	133,256	52,904	3.06	1.21	2.52	2.52	585	900,000	1,175,000	181	327	8.35	15.10	
11	140,690	77,834	3.23	1.79	1.81	1.81	294	412,002	490,000	125	237	4.76	9.07	
12	102,917	54,028	2.36	1.24	1.90	1.90	281	398,094	445,000	102	223	3.70	8.08	
13	120,381	55,067	2.76	1.26	2.19	2.19	311	449,102	525,000	89	150	3.45	5.80	
14	152,161	90,593	3.49	2.08	1.68	1.68	468	664,504	795,000	155	270	5.04	10.51	
15	161,838	102,149	3.72	2.34	1.58	1.58	493	702,220	835,000	138	246	5.39	9.58	
16	101,288	47,253	2.33	1.08	2.14	2.14	492	696,460	830,000	115	267	4.44	10.34	
17	141,437	72,035	3.32	1.65	2.01	2.01	535	780,019	1,070,000	111	234	5.12	10.77	
18	167,065	108,605	3.84	2.49	1.54	1.54	900	392,500	1,210,000	254	404	7.84	12.46	
19	116,084	64,122	2.66	1.47	1.81	1.81	0	0	1,190,000	0	0	0.00	0.00	
20	131,533	75,611	3.02	1.74	1.74	1.74	0	0	1,330,000	0	0	0.00	0.00	
21	155,005	87,136	3.56	2.00	1.78	1.78	0	0	85,000	0	0	0.00	0.00	
22	186,741	90,303	4.29	1.84	2.33	2.33	0	0	0	0	0	0.00	0.00	
23	208,951	99,369	4.80	2.28	2.10	2.10	0	0	0	0	0	0.00	0.00	
24	134,383	97,090	3.54	2.23	1.59	1.59	0	0	0	0	0	0.00	0.00	
25	120,265	70,449	2.76	1.62	1.71	1.71	0	0	0	0	0	0.00	0.00	
26	100,382	60,332	2.30	1.39	1.66	1.66	0	0	0	0	0	0.00	0.00	
27	86,227	40,080	1.98	0.92	2.15	2.15	0	0	0	0	0	0.00	0.00	
28	3,063,355	1,055,069	70.20	24.00	1.04	1.04	0	0	0	0	0	0.00	0.00	
Total	3,422,688	1,856,951	78.57	42.63	1.84	1.84	9,176	12,271,653	17,971,625	107	196	5.34	9.62	

COMPOSITION OF SITE AREA

AREAS	Sq. Feet	Acres	Percentage
Open Space	175,132	4.02	4.97%
Street ROW	1,010,034	23.19	28.47%
Transit ROW	113,720	2.61	3.21%
Private Water	115,184	2.64	3.25%
Chic Buildings	201,188	4.62	5.87%
All other Buildings	1,750,780	40.19	49.37%
TOTAL	3,547,904	81.45	100.00%

PROPOSED AMENDMENT

ORIGINAL REDEVELOPMENT PLAN
REVISED BUILDING AREAS & UNIT COUNTS
PROPOSED AMENDMENT
- ORIGINAL REDEVELOPMENT PLAN
REVISED BUILDING AREAS & UNIT COUNTS
PROPOSED AMENDMENT

ORIGINAL REDEVELOPMENT PLAN
REVISED BUILDING AREAS & UNIT COUNTS
PROPOSED AMENDMENT

ORIGINAL REDEVELOPMENT PLAN
REVISED TOTAL PER PROPOSED AMENDMENT
AREAS & UNIT COUNTS

ORIGINAL REDEVELOPMENT PLAN
REVISED TOTALS PER PROPOSED AMENDMENT

ORIGINAL REDEVELOPMENT PLAN
REVISED TOTALS PER PROPOSED AMENDMENT

Recommended for Approval on May 19, 2009

LIBERTY HARBOR NORTH
JERSEY CITY, NEW JERSEY
REDEVELOPMENT PLAN

DUANY PLATER-ZYBERK AND COMPANY
ARCHITECTS AND TOWN PLANNERS

UPDATED BY

A. NELESSEN ASSOCIATES, INC.

DEAN MARCHETTO ARCHITECTS, P.C.

PRESENTED TO AND APPROVED BY
THE JERSEY CITY PLANNING BOARD
FEBRUARY 23, 2001

ADOPTED BY CITY COUNCIL
MAY 16, 2001

REVISED BY CITY COUNCIL

JANUARY 9, 2002

MARCH 22, 2005

APRIL 12, 2006

FEBRUARY 28, 2007

JUNE 27, 2007

ACKNOWLEDGEMENTS

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L. Harvey Smith, At Large
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Mary Donnelly, Ward B
Arnold Bettinger, Ward C
William A. Gaughan, Ward D
Mariano Vega, Jr., Ward E
Melissa Holloway, Ward F

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2009 Plan and Titlewater Basin District Revisions
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Special Thanks to:

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A new transit-oriented city neighborhood.

The Liberty Harbor North Redevelopment Plan Area was first created in March of 1973. It was part of a larger redevelopment plan known then as the Liberty Harbor Redevelopment Plan. The Liberty Harbor Redevelopment Plan area, as first adopted in 1983, covered over 3,000 acres of Jersey City. It was an ambitious plan that was based on a Federal Program, *New Towns in Town* that no longer exists.

A great deal has happened in Jersey City since the adoption of the Liberty Harbor Redevelopment Plan and the subsequent amendment that created the Liberty Harbor North Redevelopment Plan within a portion of its original boundaries. The rebirth of the waterfront, the historic Van Vorst Park area and the continued development in the historic Paulus Hook neighborhood has generated nearby residential development, renovations and adaptive re-use on an unprecedented scale.

The New Liberty Harbor North Redevelopment Plan, as proposed within, anticipates the continuation of this development trend and provides regulations that will assure quality development which exemplifies the principles of the "New Urbanism" and "Traditional Neighborhood Development" techniques. The objective is to compliment and enhance the historic renewal and rehabilitation efforts in the neighborhoods to the north and east of the project area. The proposed new plan standards recognize that the project area will be a new neighborhood embracing the significant mass transit advantages, waterfront views and civic pride that the project area offers.

When completed, the neighborhood of Liberty Harbor North will perhaps be the most thorough exemplification to date of the principles of the New Urbanism. Due to its high-density housing, its multiple transit connections, its pedestrian-oriented mixed-use streetscape, and its inner-city location,

this development is likely to serve as a textbook model for healthy urban growth in the future.

The eighty-acre former industrial site is located on the north bank of the Tidewater Basin, just across from Liberty State Park, which will provide a permanent greenscape to the south. Just half a mile west of the Hudson River, the site provides dramatic views of Lower Manhattan to the east and the Statue of Liberty to the south. A new light rail provides two stops on the site, which is also only a five minute walk from the Grove Street PATH Train Station, providing service to both Lower Manhattan and Midtown. New York Waterways currently serves the site, offering a large-scale ferry service as well. The site is bordered by two historic neighborhoods worthy of emulation—the Paulus Hook neighborhood to the east, and the Van Vorst Park neighborhood to the north.

Even when provided in extremely high densities, much new housing has pulled back from the street and surrounded itself with parking, often behind a private gate. While new streetscapes have included sidewalks and expensive street furniture, the high-speed trajectory of the roads and the lack of accessible destinations have resulted in a largely non-pedestrian environment.

Both the re-developers and the City have the same objective for this project, which is to create a self-sufficient and vital neighborhood that makes the most of its waterfront location and its excellent transit service. With that goal in mind, the plan is modeled after the most successful urban neighborhoods—not just Jersey City's historic districts, but also places like Greenwich Village and the Upper West Side of Manhattan.

The plan is an open network of small city blocks, with the majority of the streets oriented southwards towards the waterfront. These streets are relatively intimate in scale, with the central street aimed directly at the Statue of Liberty. Running east-west, three larger-scale thoroughfares cross the site. To the north is Morris Boulevard, which contains the new light-rail tracks in its median in the traditional manner, and frames views of New York's lower Manhattan. To the south is Canal Street along which there are provisions for a variety of waterfront experiences; a linear park on the waterfront edge, a large plaza node for neighborhood gathering, and an entertainment destination surrounded by a waterfront walkway. Between the two is Park Avenue, which connects a small marina at the east through the central square to Jersey Avenue at the west. The organization resembles most clearly that of the Upper West Side, in which a few wide avenues lined with tall buildings are connected by many narrow streets lined with townhouses.

The spatial characteristics of the street grid, the project height, bulk, and functional nodes, generally referred to as the grain of the site is fairly consistent, with a few exceptions such as the retail locations that are placed at both rail stations. The western location serves primarily the needs of the neighborhood and the adjacent medical center. The eastern location is developed into a shopping/dining/entertainment destination, taking advantage of two anchors—the rail stop to the north, and a large restaurant and ferry berth to the south and a proposed hotel site facing the marina. Small plazas and greens are distributed evenly throughout the site, but focused in specific locations such as the existing Boys and Girls Club to the north, and the proposed elementary school, to be located in the base of a residential building to the west. Large-scale active recreation is available in the Liberty State Park just across the canal.

Buildings, which are all designed to hide their parking from the street, have been distributed according to four basic categories: S, M, L and XL. Small buildings (S), at the townhouse scale, line the majority of the north-south streets. Medium buildings (M), roughly twice that size, line the Boulevard and the Avenue. Large buildings (L), roughly twice again that size—16 stories—line Murfin Boulevard and other select locations. A series of extra-large (XL) buildings, varying in height, front Canal Street with its views, much in the same way that similar buildings face New York's Central Park West.

These four types are modulated by an intermediate type: Small/Medium (SM) buildings at 6 stories. In addition, there is a final building type XS, which is limited to two prominent retail locations on the site. These buildings, such as the marketplace at the Marina, are to be retail and entertainment buildings; they are only allowed two stories or three stories as set forth in the regulating plan.

The combination of the four different classes of buildings across the site is expected to produce approximately 8,000 - 10,000 residential units while also providing significant Office, Hotel and Retail space. As currently allocated, the plan provides for over 600,000 sq. ft. of shops, approximately 500,000 sq. ft. of Hotel, and multiple opportunities for office space. (Due to the mixed-use nature of the re-development, these numbers could shift somewhat.)

This plan embodies the objective of creating a place of true character within the realities of modern development practice. To begin this process, the firms of Victoria Casasco, Walter Chatham, Alexander Gorlin, Elizabeth Guyton, John Massengale, and Robert Orr produced designs based loosely upon the urban requirements of the plan. The Liebman Melling Partnership assisted in the development of the

PROJECT DESCRIPTION

(2 OF 2)

LIBERTY HARBOR NORTH

building types and began the work of coordinating the many participating architects. These designs are appended to this plan as Section IX Architectural Proposals.

This plan was initially produced in March 1999 during a week-long design charrette that brought a team of twenty-five planners, architects, landscape architects, engineers, artists, and computer specialists to Jersey City. Since then it has been repeatedly refined, to ensure the document presented here is for approval. In 2009, the Tidewater Basin District was created to regulate the development of the Area's waterfront. Specific regulations pertaining to this District are contained in Section VIII of the Plan: Tidewater Basin District.

The plan is truly a product of the joint vision of the developer and planning staff of Jersey City. All of its concepts, goals, and requirements are made a part of, and incorporated herein as, the Liberty Harbor North Redevelopment Plan.

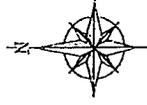
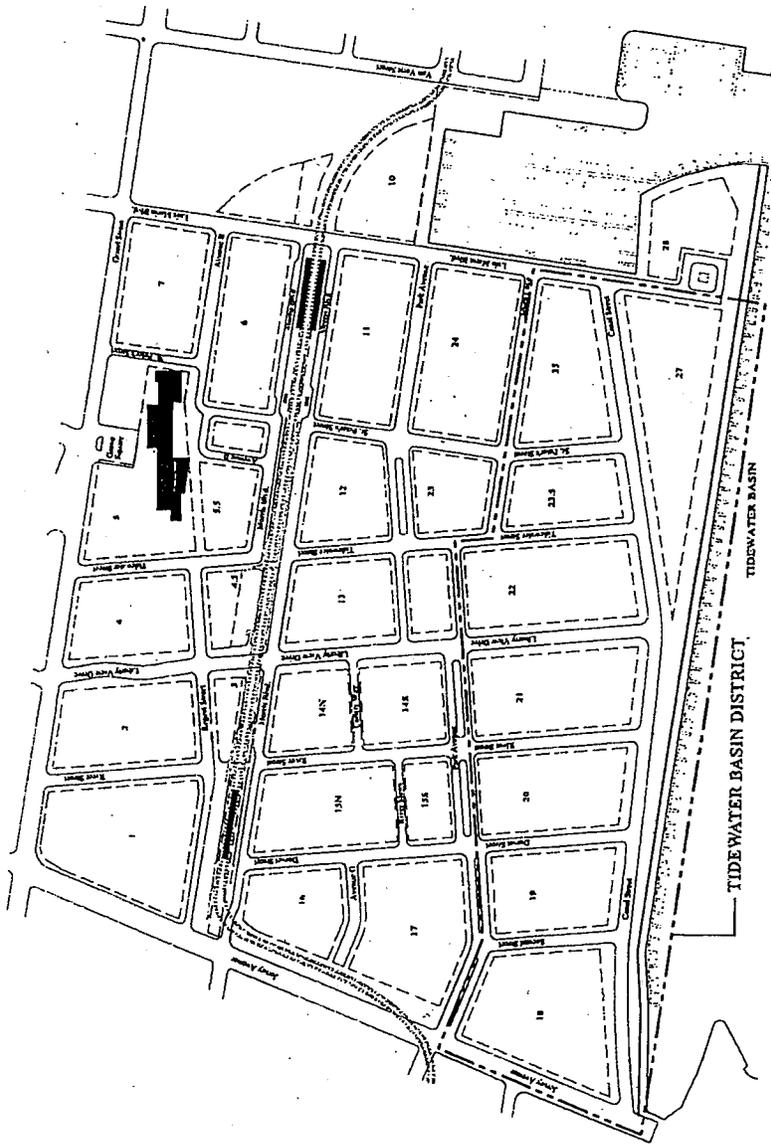
LIBERTY HARBOR NORTH

I. SITE PLANS

Right-of-Way Lines

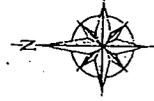
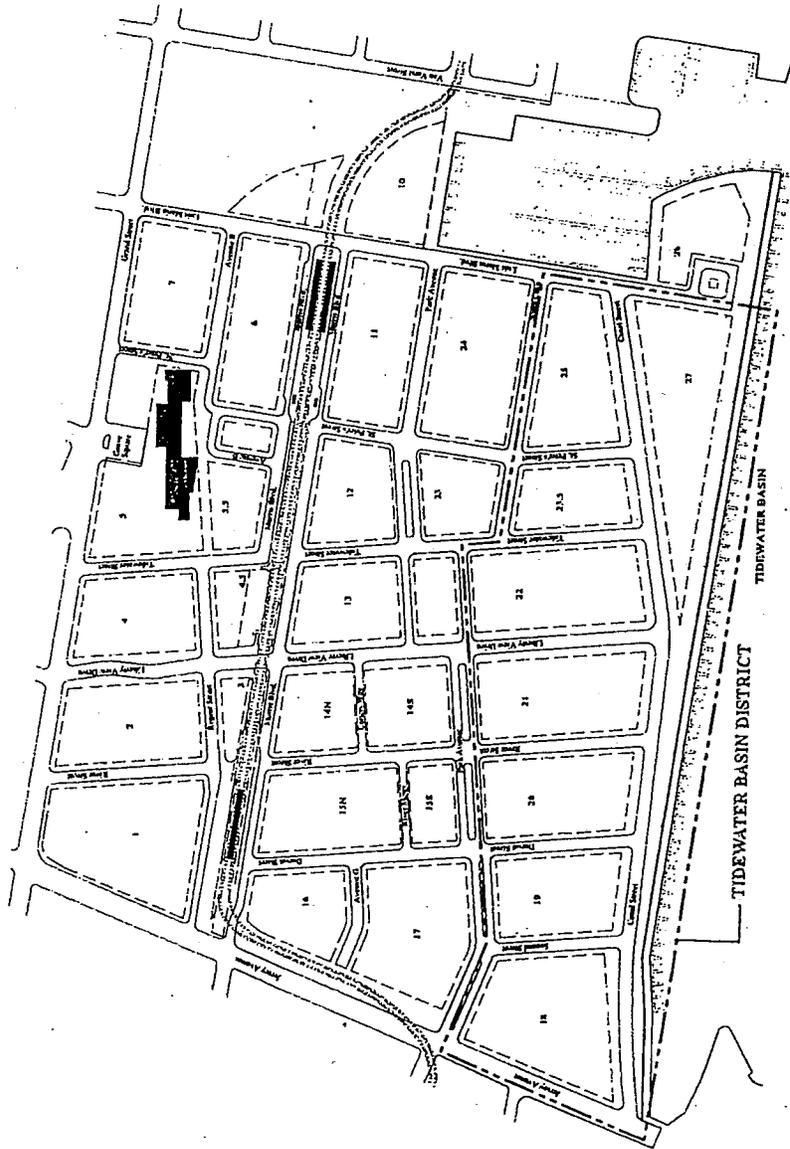
The plan has been modified somewhat since the charrette in response to new survey information and the request of the City. The largest park along Canal Street has been enlarged to the west in order to meet Liberty View Drive, the main north-south axis in the center of the plan. Liberty View Drive has its vista focused on the Statue of Liberty, while Morris Boulevard frames a view of lower Manhattan.

*NOTE: Street names are for Redevelopment Plan reference only. Actual street names, after construction, shall be chosen from, and guided by the circa 1874 grid plan of this area.



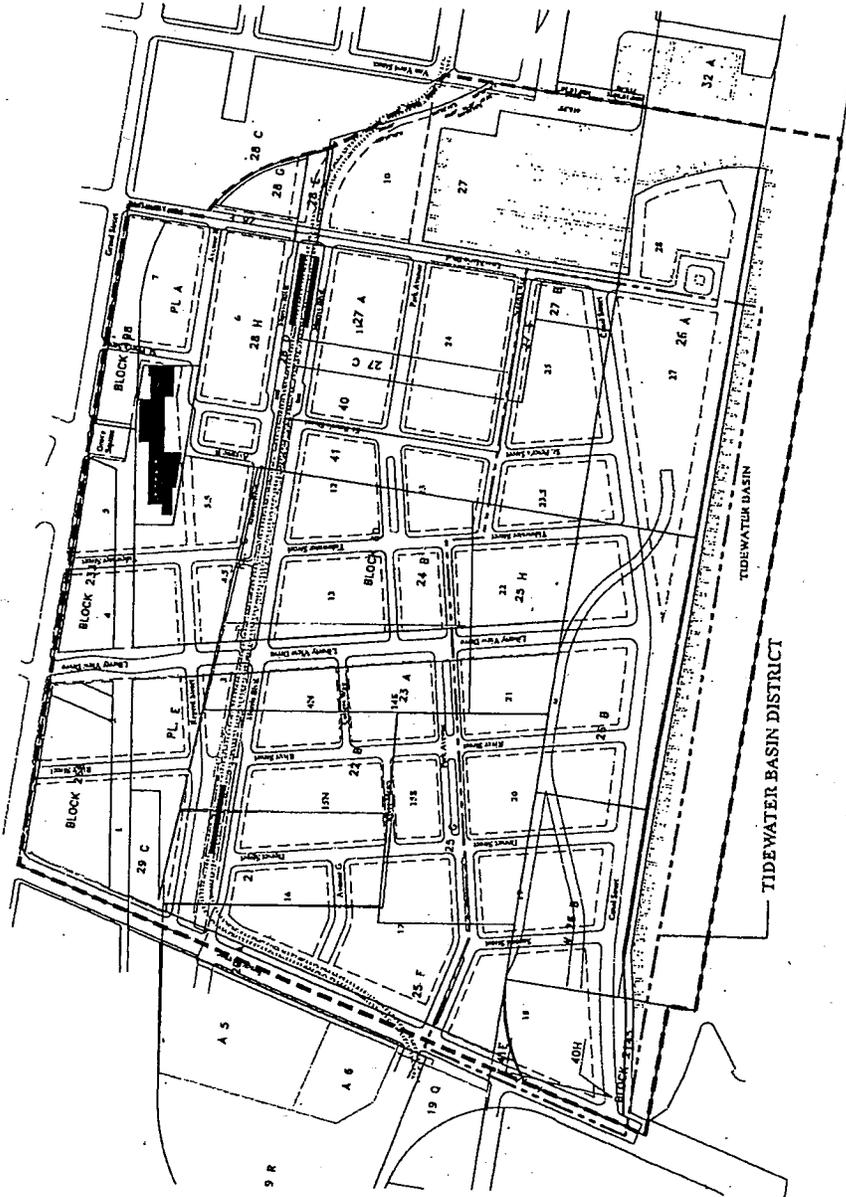
BLOCK IDENTIFICATION PLAN

The block numbers shown here do not form a consecutive sequence, as some blocks have been eliminated and added during the process of development of this plan.



The drawings superimposes the Boundary Survey and the Current Plan. The two blocks just south of the light rail and just west of the Marina can be seen to have been configured in order to correspond with existing property divisions.

* NOTE: There may be further potential subdivisions of property lot lines that are not current in this drawing.

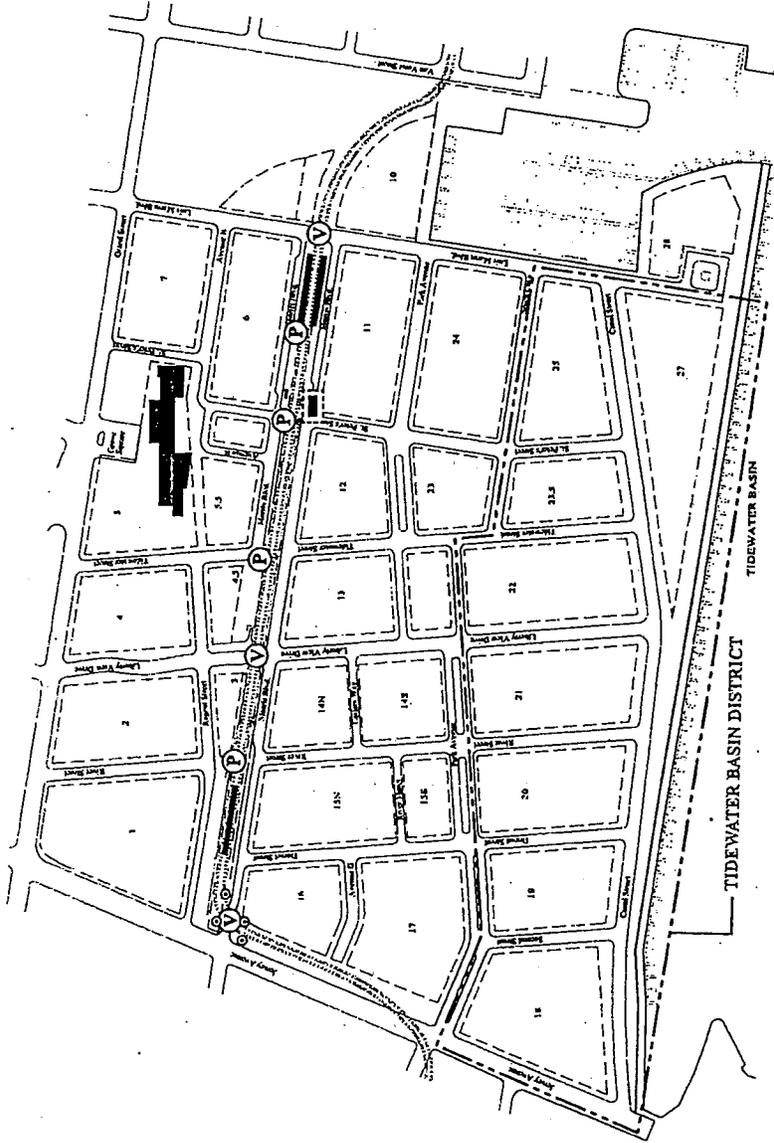


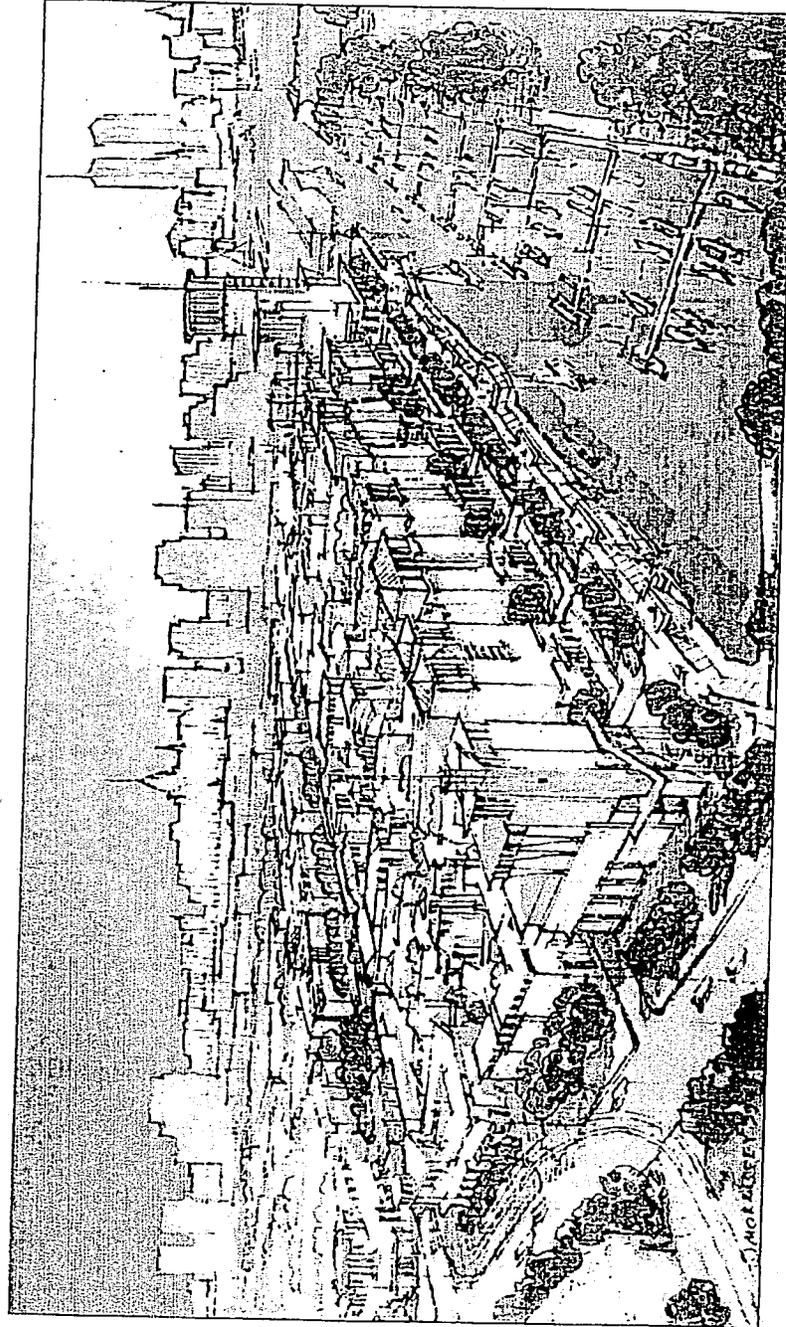
LIBERTY HARBOR NORTH

LIGHT RAIL TRANSIT CROSSINGS

- Approximate Station Location
- Ⓟ Pedestrian Crossing of Tracks
- Ⓥ Vehicular & Pedestrian Crossing
- ⊙ Relocate Cantenary Poles if Necessary
- ⋯ Relocate or rehouse mechanical equipment in decorative enclosure to be approved by the Jersey City Planning Board during the design and construction approval for Morris Boulevard.

The vehicular and pedestrian crossing points shown here are the result of consultations among the re-developer, the City, and New Jersey Transit. While they are far from ideal—more frequent crossings would make the project more walkable—they represent an acceptable minimum standard. An unsightly mechanical shed has been located within the desired roadway trajectory, visible just below the central pedestrian crossing. This structure, if it cannot be moved, shall be rehoused in an enclosure appropriate to its prominent location.





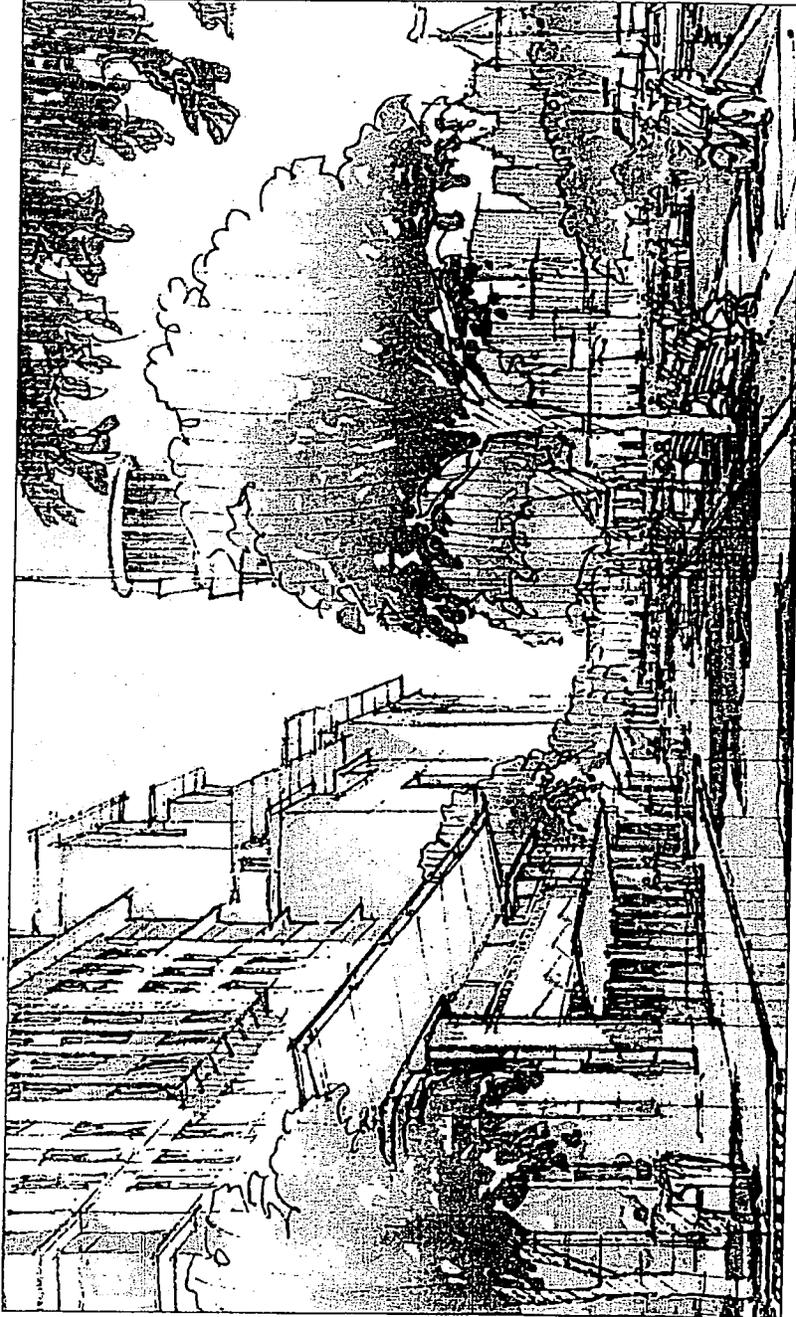
Taken from the southwest, this view shows the general massing of the site, with its firm edge against the Tide Water Basin. Inspired by Central Park West, 16-story slabs with towers front a public street and waterfront linear park. Given its southern exposure, this edge of downtown Jersey City would be in sunlight for the entire day. Like in the best older cities, the amenity of the canal is made entirely public. Towards the eastern edge of the canal is a 32-story office building. In the foreground is a small tower at the corner of the site which is on axis with the Empire State building as one approaches the site on the New Jersey Turnpike, as shown. The light rail can be seen entering Morris Boulevard at left.

For illustrative purposes only and not a specific representation of the plan area, yard, and bulk.

APPENDIX

CANAL DRIVE WATERFRONT

LIBERTY HARBOR NORTH



Looking east along Canal Drive, one sees the bases of the 16-story "Large"-class buildings, where awnings and other architectural detail shall relate to the pedestrian scale. As requested by the New Jersey Department of Environmental Protection, the linear park along the canal includes landscaped areas as well as a continuous foot- and bicycle-path. The marina across the canal is visible at right.

For illustrative purposes only and not a specific representation of the plan area, yard, and bulk.

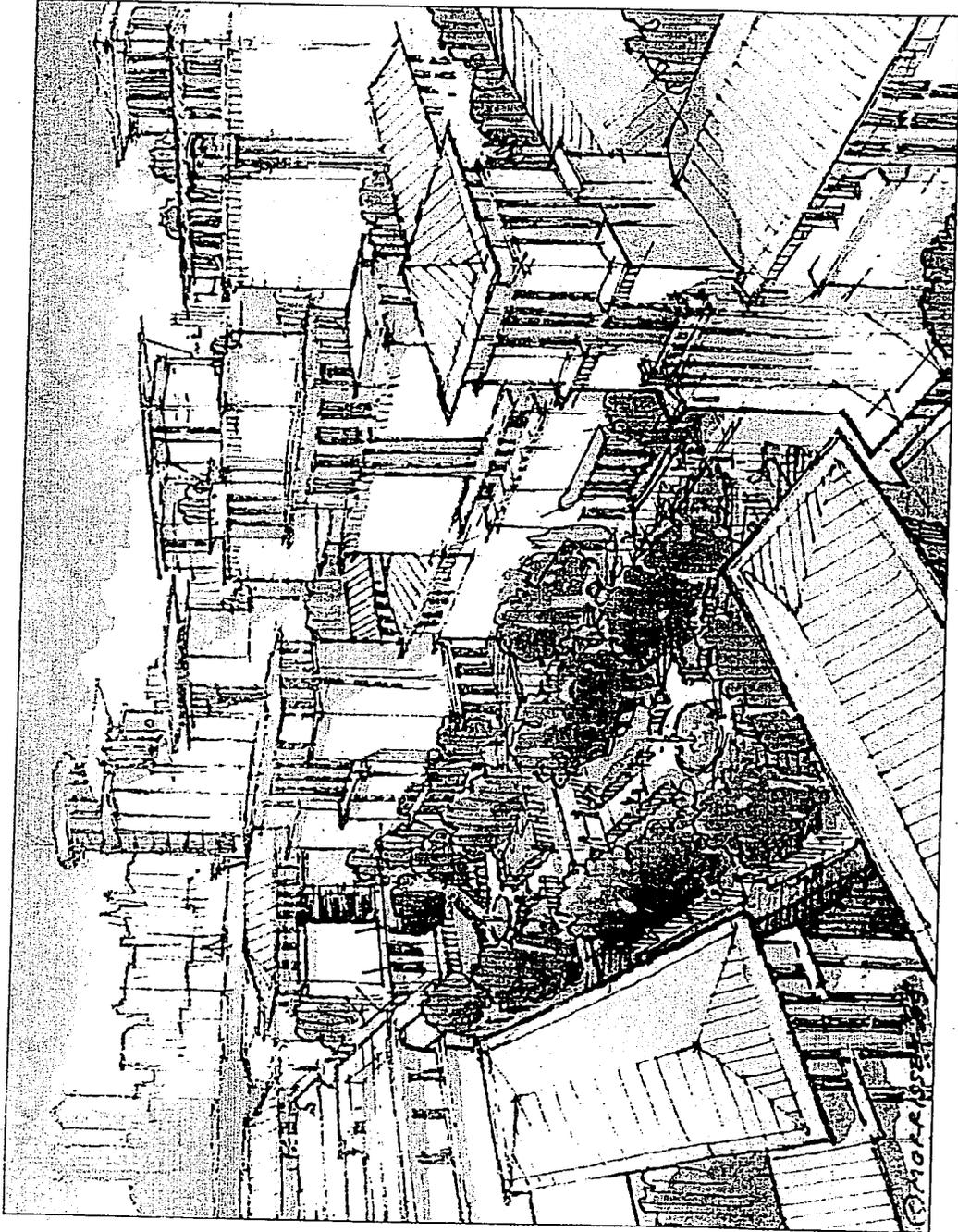
APPENDIX

LIBERTY HARBOR NORTH

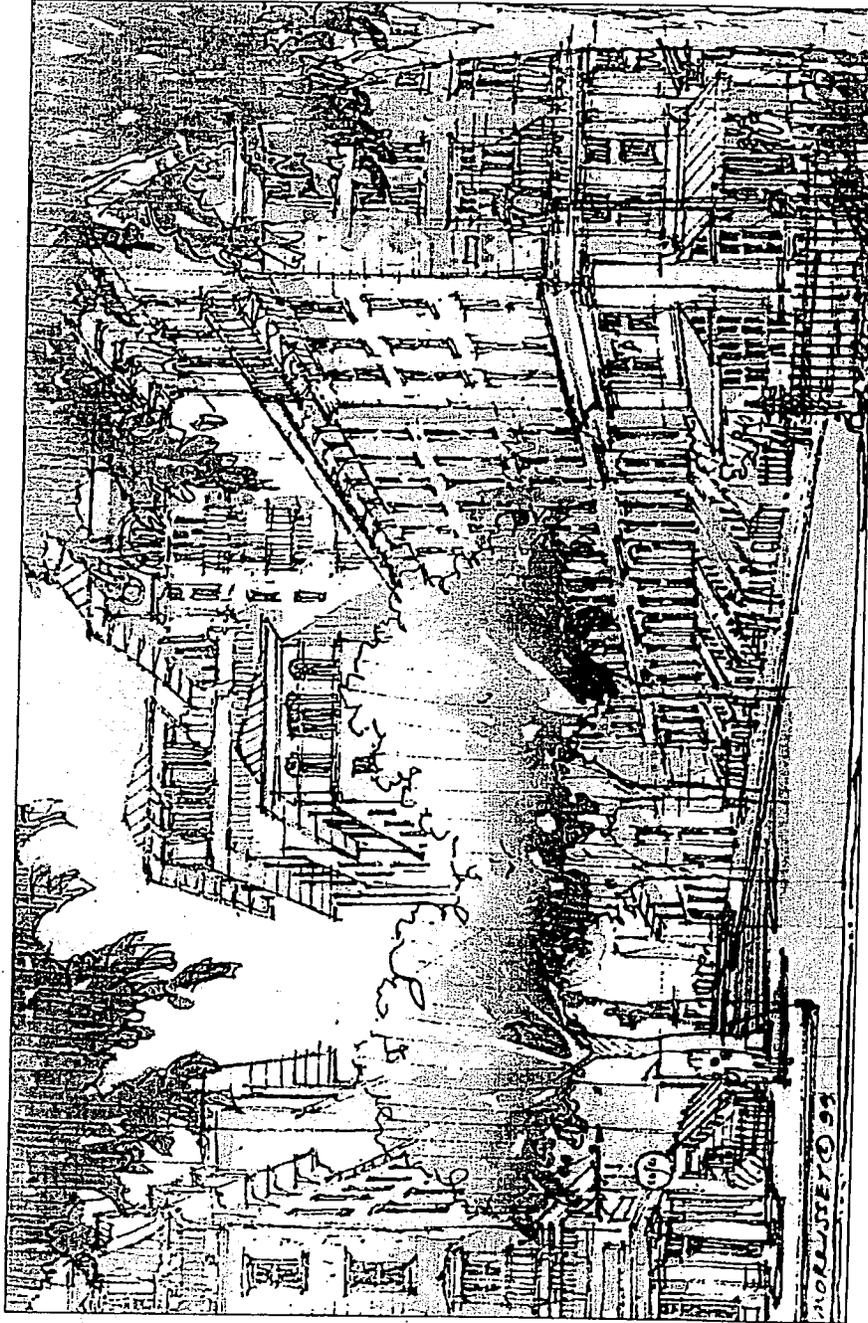
THE CENTRAL SQUARE

Inspired by nearby Hamilton Square and also by New York's Gramercy Park, the neighborhood's central square is located within a five-minute walk of all residences. This view is taken from the northwest.

For illustrative purposes only and not a specific representation of the plan area, yard, and bulk.



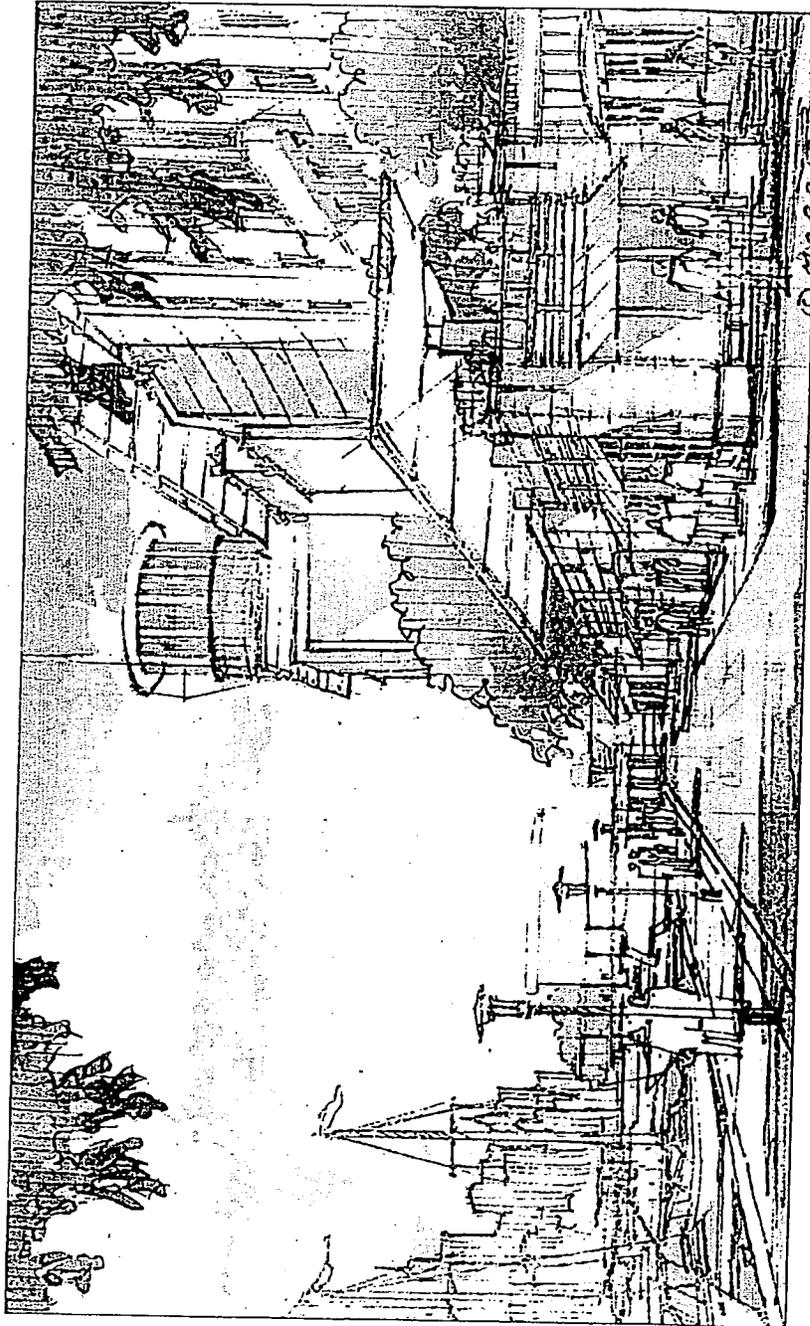
APPENDIX



The street network is organized so that views down Liberty View Avenue — the primary north-south route through the center of the site — terminate directly on the Statue of Liberty. This picture is taken from the Central Square looking south. Medium-size buildings surround the square and large buildings front the canal, while the street is flanked by small townhouse-scale buildings.

For illustrative purposes only and not a specific representation of the plan area, yard, and bulk.

APPENDIX



Walking south on Luis Marin Boulevard from the light-rail stop to the tower and restaurants, one passes the hotel facing the marina. The hotel must be designed with retail facing the street in order to provide a continuous shopping axis between the two destinations. It would also benefit from an upstairs deck overlooking the marina, although this is not required. In the distance are the arched bases of the buildings surrounding the waterfront plaza, and the single tall Beacon office building.

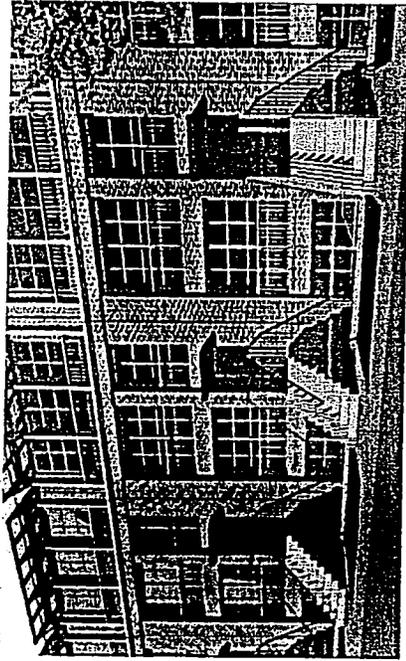
For illustrative purposes only and not a specific representation of the plan area, yard, and bulk.

APPENDIX

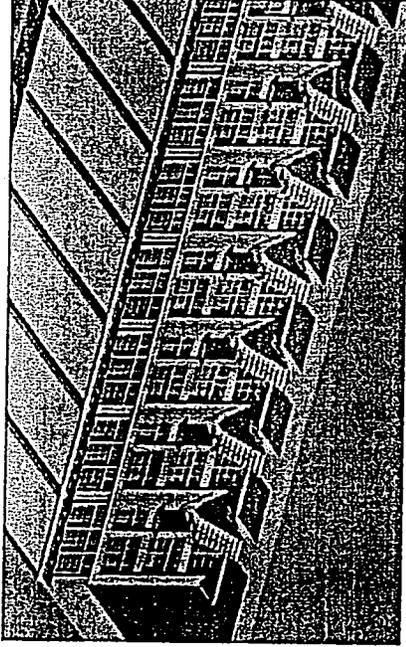
i	PROJECT DESCRIPTION	
I	SITE PLANS	
1	REDEVELOPMENT AREA DISTRICTS	
2	CURRENT PLAN	
3	BLOCK IDENTIFICATION PLAN	
4	EXISTING BOUNDARY SURVEY	
5	ACQUISITION MAP	
6	SUPERIMPOSED MAP	
7	LIGHT RAIL TRANSIT CROSSINGS	
II	ILLUSTRATIONS	
1	AERIAL VIEW	
2	CANAL DRIVE WATERFRONT	
3	THE CENTRAL SQUARE	
4	LIBERTY VIEW AVENUE	
5	THE MARINA	
III	DIAGRAMS	
1	STREET NETWORK	
2	VEHICULAR CIRCULATION	
3	RECREATIONAL AND COMMUNITY FACILITIES SPACES	
4	PEDESTRIAN SHEDS	
IV	LANDSCAPE	
1	PARK AVENUE LANDSCAPE PLAN	
2	CANAL STREET LANDSCAPE PLAN	
3	CANAL STREET SECTIONS	
5	TIDE WATER BASIN PARK	
6	ELEMENTARY SCHOOL YARD	
7	CENTRAL PARK	
8	GROVE AND MORRIS SQUARES	
V	REGULATIONS AND STANDARDS	
1	GENERAL REGULATIONS	
7	REGULATING PLAN: HEIGHTS & BUILD TO LINES	
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9	URBAN AND ARCHITECTURAL REGULATIONS	
11	USE STANDARDS	
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16	MORRIS BOULEVARD SECTIONS	
VI	BUILDINGS	
1	ELEMENTARY SCHOOL	
2	BUILDING TYPES	
VII	CAPACITY CALCULATIONS	
1	CAPACITY SUMMARY	
2	INTENSITY SUMMARY / SITE AREA	
3	NET BLOCK AREA	
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VIII	TIDE WATER BASIN DISTRICT	
1	DISTRICT DESCRIPTION	
2	ILLUSTRATION	
3	LANDSCAPE	
4	REGULATING PLAN: HEIGHTS	
5	REGULATING PLAN: FRONTAGES	
6	URBAN AND ARCHITECTURAL REGULATIONS	
7	BUILDINGS	
8	CAPACITY CALCULATIONS	
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IX	ARCHITECTURAL PROPOSALS	
1	ALEXANDER GORLIN	
3	ELIZABETH GUYTON	
6	JOHN MASSENGALE	
8	ROBERT ORR	

APPENDIX

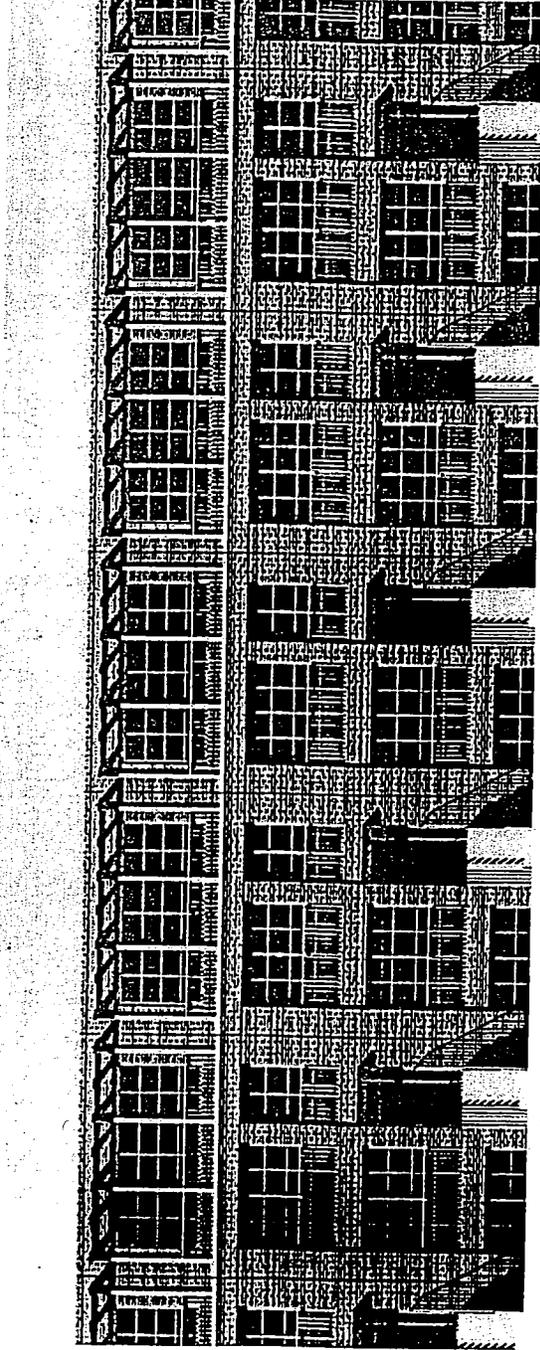
Items in RED to be moved to Appendix



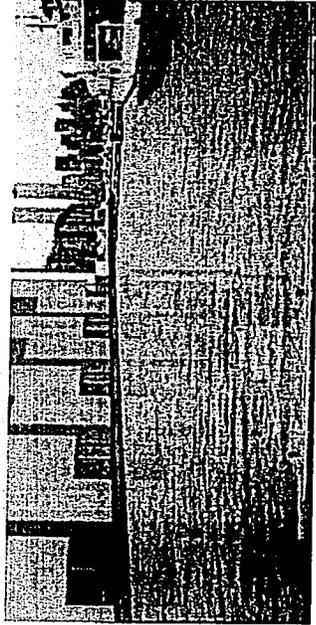
S-Class Buildings: Rowhouses



Rowhouse Aerial



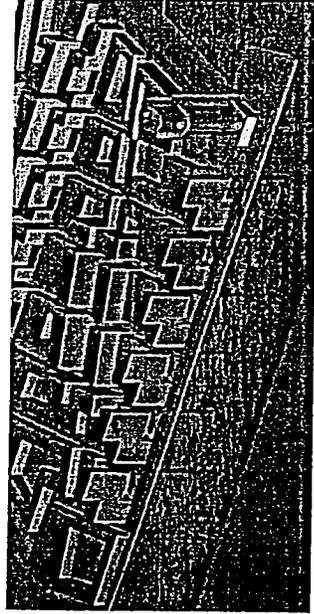
Rowhouse Elevation



Canal Basin



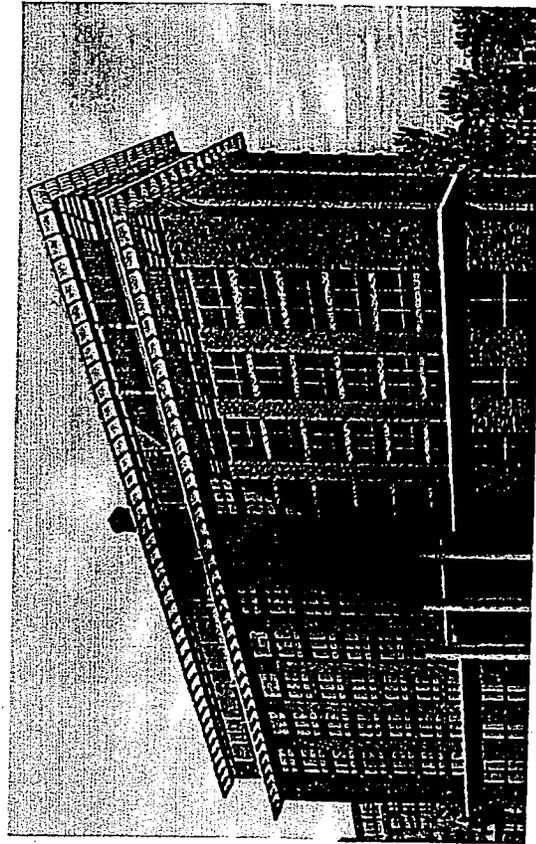
Canal Basin



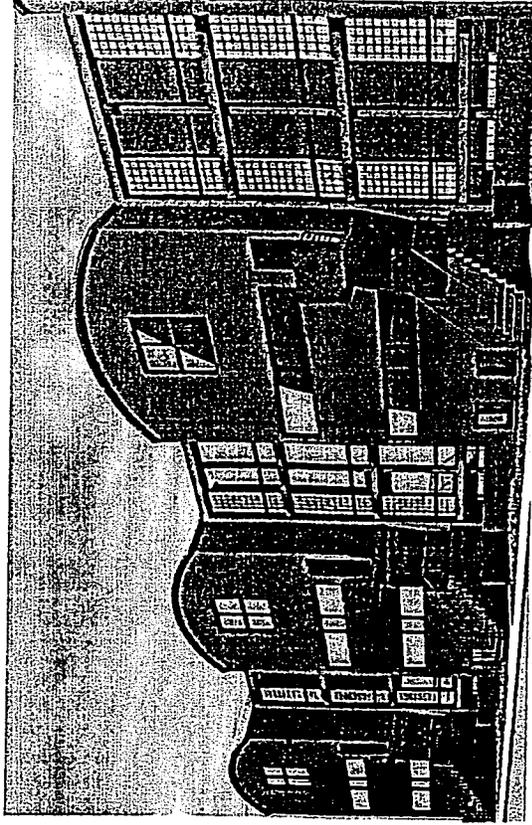
Aerial View



Aerial View



M-Class Building: Apartment House



S-Class Building: Rowhouses

ELIZABETH GUYTON (LOF)

Our presentation focused on three major issues under consideration at this stage of the planning process, and is based upon factual information shared by *charrette* members during our introductory session. The issues we addressed were: what is the future overall character of Liberty Harbor North; how do we resolve a number of site and building specific problems; and, what will the detailed solutions to these problems actually look like from the sidewalk and adjacent buildings?

Overall Character

When we speak of overall character, what we are really proposing is that Liberty Harbor North create its own genesis story that becomes the touchstone from which a variety of decisions can be made as the project grows in the future. For example, when faced with the myriad of choices as to window types, curb materials, or even street light fixtures, the viable options are narrowed greatly due to the fact that only a few samples actually contribute to this pre-established character. Therefore, not only are many kinds of decisions actually easier to make due to the narrowing down of choices, but the entire project gains a certain coherence of place, readily perceived by potential customers.

One obvious option to the possibilities of imbuing the project with character presents itself through the history of the 80 acre site; the context of the surrounding neighborhoods; the aesthetic tastes of "young urban hipsters" who comprise 75% of our market; and, the economics of certain building materials, construction methods and housing types. All of these topics lead us to the idea of re-embracing the industrial heritage of the site while transforming the adjacent domestic forms into modern, light-filled, open plan apartments.

Some specific industrial character making elements would include large pivot style warehouse windows, exposed structural bays and expressed structural elements, and loading dock style awnings. The buildings would be simple rectangular volumes, with bases, middles and tops. The bases could be snugged over block in special areas, the middle sections expressed in brick facing, while the tops lead to parapet roofs with simple cornice lines.

Another positive aspect of embracing an industrial style is that special buildings, whether High Modern or High Classical, can coexist beautifully within a fabric of this character. This alleviates any concern that might exist when different

architects are used for particular buildings, and also helps to create a certain organic complexity to Liberty Harbor North which is often missed in other large master planned developments.

Turning Problems into Assets

Another item of focus was to resolve several perceived problems inherent in ground floor spaces for both retail and residential uses. These problems include issues of handicap accessibility, the lack of privacy found in ground floor apartments, the economic inefficiency of providing multiple doorways leading to the sidewalk which help activate the streets, and the difficulty of embedding structured parking into the lower floors of 8, 12 and 16 story buildings.

In addition, ground floor retail uses usually follow the market but will not function properly before a project is fully inhabited. Therefore, how do you create desirable spaces which can evolve into retail uses over time?

We started with the physical conditions of double loaded corridors and efficient floor to floor heights, and joined these to the idea of providing access to some units solely from the sidewalks. And, the result is a live-work, loft style unit which incorporates double height spaces adjacent to the front sidewalk entry and transitioning to two stories in the rear. Bedrooms and bathrooms are located upstairs and kitchens, dining areas, half baths and storage areas are placed below. The highly desirable double height spaces operate as cozy incubators for small businesses, great locations for mom and pop shops, or as light filled studios for artists.

The front doors are at grade with the sidewalks for accessibility purposes, privacy is regained by placing the domestic realm upstairs and towards the back of the units, and multiple doorways regain efficiency for a variety of reasons. The parking garages are out of site, embedded behind these units which, in effect, perform as activity liners for the streets.

By retaining ownership of specific units adjacent to prime retail locations, the developers can ensure the evolution of these spaces towards future retail uses to satisfy market demand. The future interior modifications necessary would focus on renovating the rear domestic realms into offices, storerooms, kitchens, mezzanine sales floors, and other support areas.

The Family of Buildings

In our attempt to illustrate the concepts of establishing an industrial character while resolving additional problems, we provided three schematic design examples which are based upon the list of desired building types included in the *charrette* team manual.

The first building type is the Apartment House, conceived as a combination of duplexes and flats and placed mid-block, adjacent to the townhouse type buildings. The example here reflects a building plan which measures 105 feet by 70 feet, and includes a double loaded corridor providing access to 36 units in six floors. The exterior is clad in brick and the roof is flat and expressed by a parapet wall. The windows are horizontal in format, as warehouse windows are, and large in scale. The central entry to the building is flanked by individual entrances at either side. These entrances lead to the live/work units, which in this case could simply be wonderful apartments with sunny, double height living rooms.

The second example depicts the Apartment Slab, located at block ends and typically facing the future rail system. This plan also measures 105 feet by 70 feet, but rises 14 floors to provide 82 units with entry through a double loaded corridor. These types are located in highly desirable future retail areas, and therefore the ground floor is punctured by several doors which lead to the live/work units. The three story bases are also differentiated from the bricked middle part by a stucco finish, and the transition to the top area occurs with banding and other small special features. The windows follow the proscribed format and work as patterning elements and rhythm makers to the simple flat building volume.

The last drawing reflects the exploration of the double tower type, which is envisioned to face the historic Morris Canal Basin. Rising 21 floors with 75 foot square tower plans, the two towers sit upon a seven story base which measures 220 feet by 70 feet with 130 foot wings. The double loaded corridors service 296 units, including the retail bays at the ground floor. Since this building type is located along the best street within the project, the retail uses could be realized sooner than later at the Basin side, while the side street wings could explore the evolutionary live/work units. At the top we have drawn six, two story penthouses per tower, with floor to ceiling glass walls and accessible roof gardens and decks.

These top two floors portray another special opportunity within the project: what to do with the roofs. The overriding idea throughout the three illustrated building types is that roofs are a terrible thing to waste when they can become special places for a variety of activities. Some can be private decks for penthouse residents, some may be semi-private allotment gardens with potting sheds for the residents of the entire building, and others may be developed into private supper clubs and or semi-public summer pavilions. The keys are to design the structural systems with these uses in mind, creatively embed the elevator shafts and stair towers into the roof top structures, and let the spaces take on the character that the residents desire.

Conclusion

This presentation is meant to consider another way of examining specific construction and building type assumptions we have been working under as we create a master plan for Liberty Harbor North. By examining the project at a different scale, which takes us onto the streets and into the buildings, we have been able to address details and work out specific practical solutions to additional problems or oversight areas.

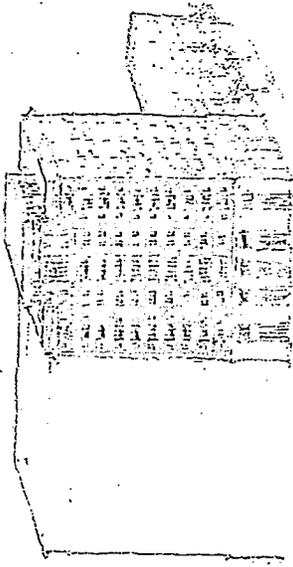
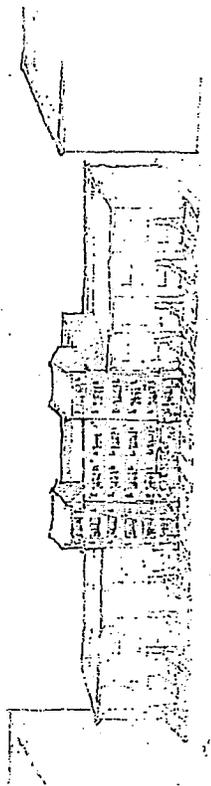
While some ideas may be discarded and others embraced, all the work produced in the last 48 hours by six different architects helps us to review possibilities, visualize, and eventually create an outstanding redevelopment project from several critical and highly informed points of view.

LIBERTY HARBOR NORTH

ARCHITECTURAL PROPOSALS

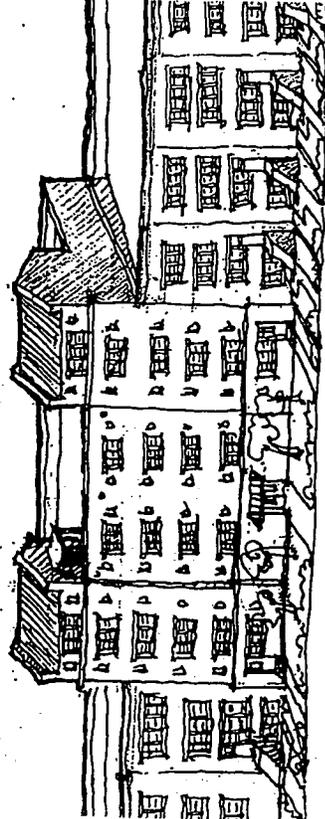
ELIZABETH GUYTON (20F3)

105' x 70'
32 Units
5 Floors, 9'10" floor to floor
Plus Roof Units
Mid-Block

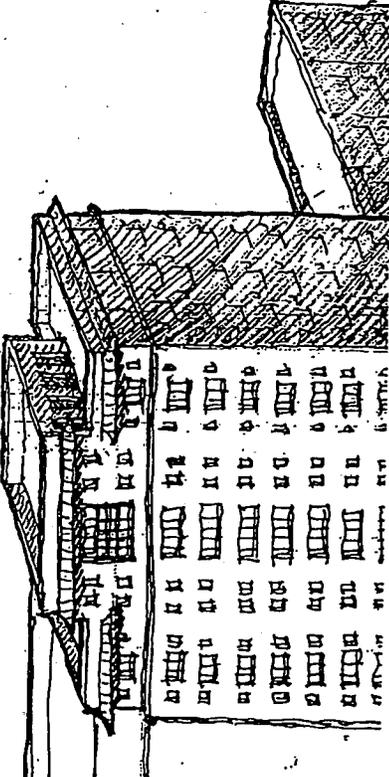


S-Class Building: Apartment House

M-Class Building (Variation)



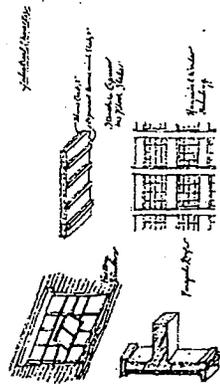
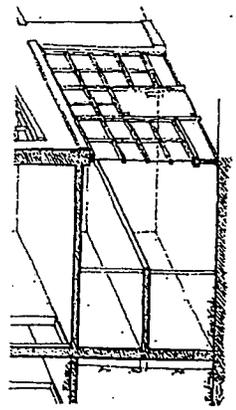
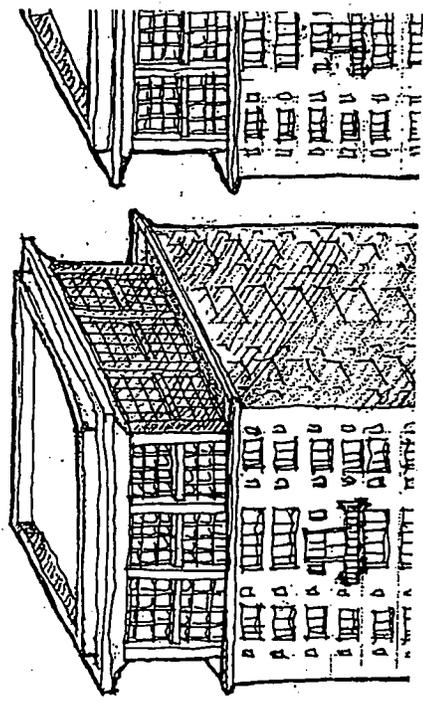
S-Class Buildings: Apartment House and Rowhouse Flats



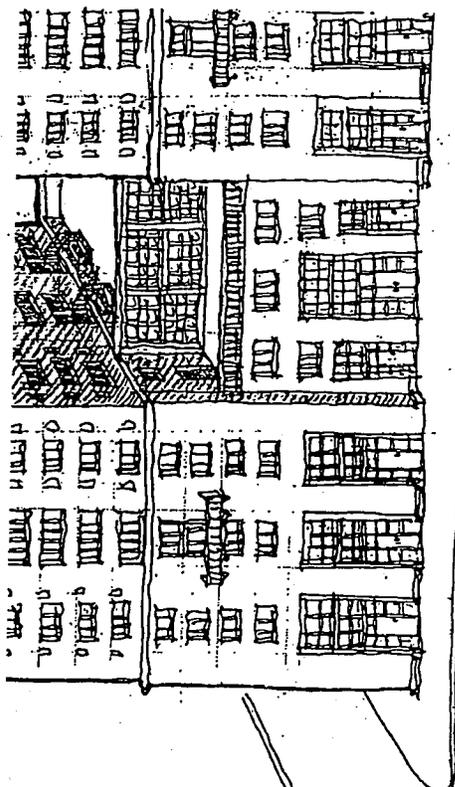
Slab Penitentiaries

ELIZABETH GUYTON (30F3)

The drawings below indicate an option that allows for a live/work unit or a retail shop with mezzanine. It is suggested for Retail Optional parts of the plan.



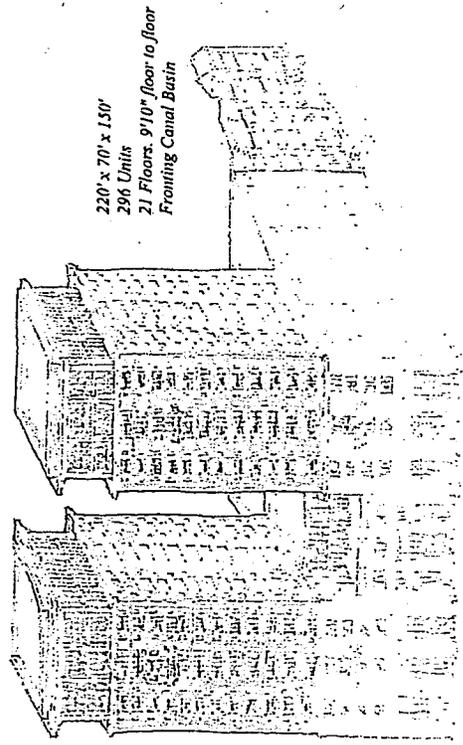
Duplex Penthouses



Building Entrances, Retail, Residential Lobby, and Live-Work

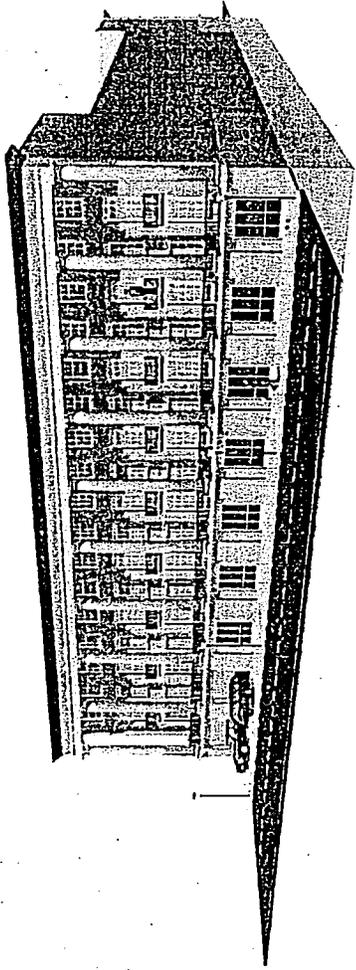
Detail of Live-Work Unit at building base

Details

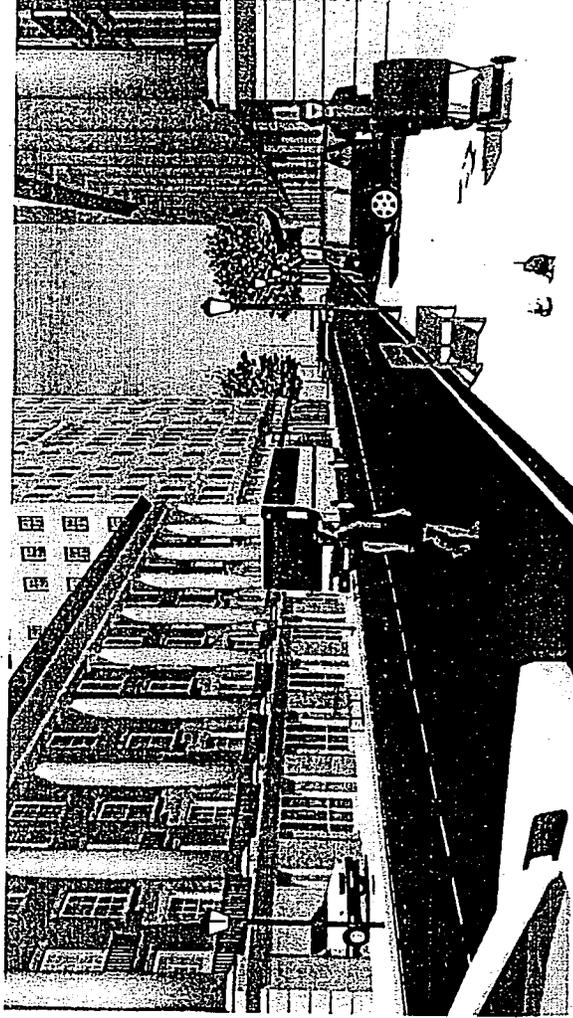


220' x 70' x 150'
296 Units
21 Floors, 9'10" floor to floor
Fronting Canal Basin

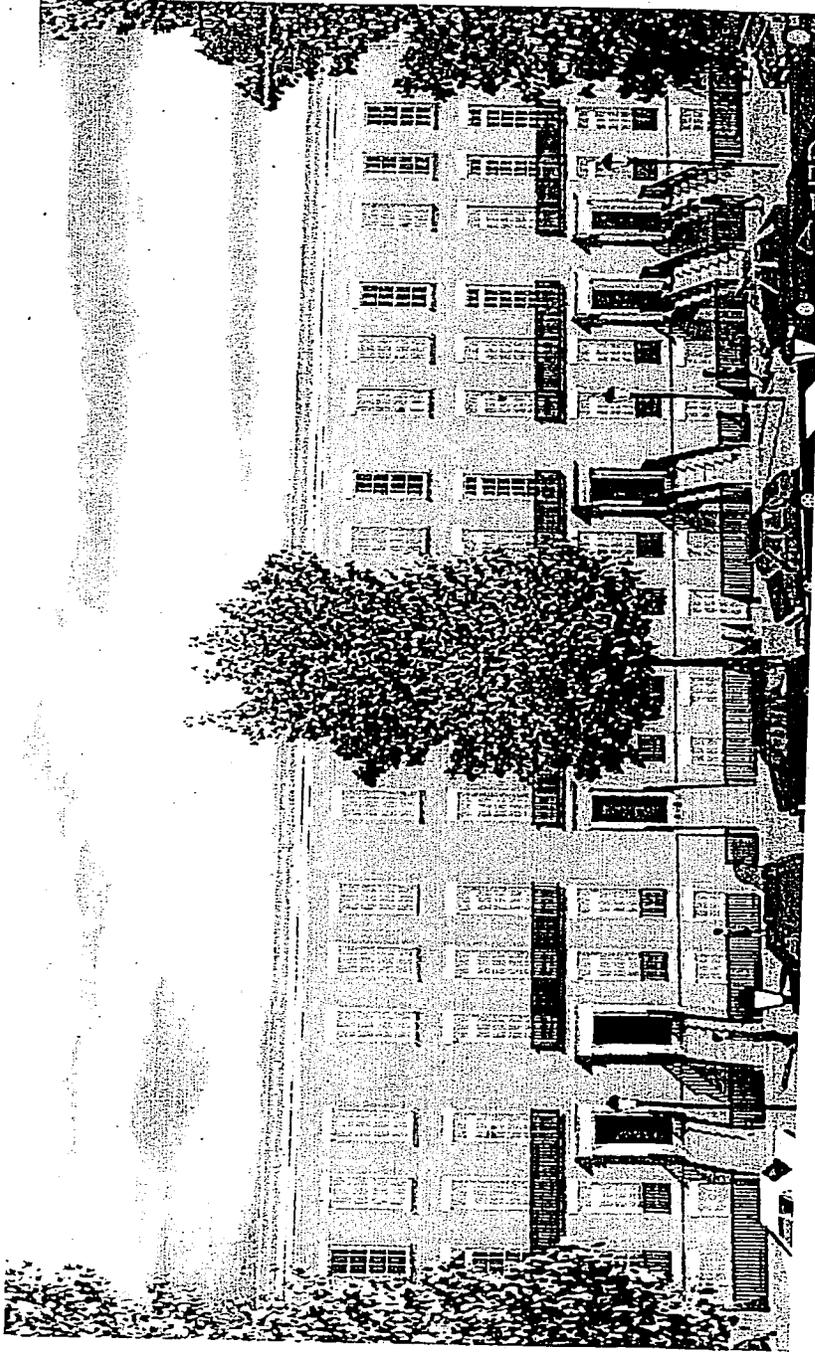
L-Class Building (Variation): Apartment Towers



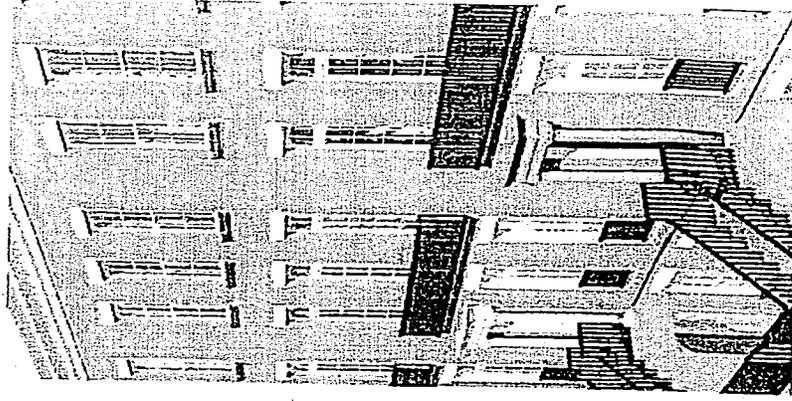
S-Class Building with Retail Ground Floor.



S-Class Building and L-Class Building



S-Class Building: Rowhouses

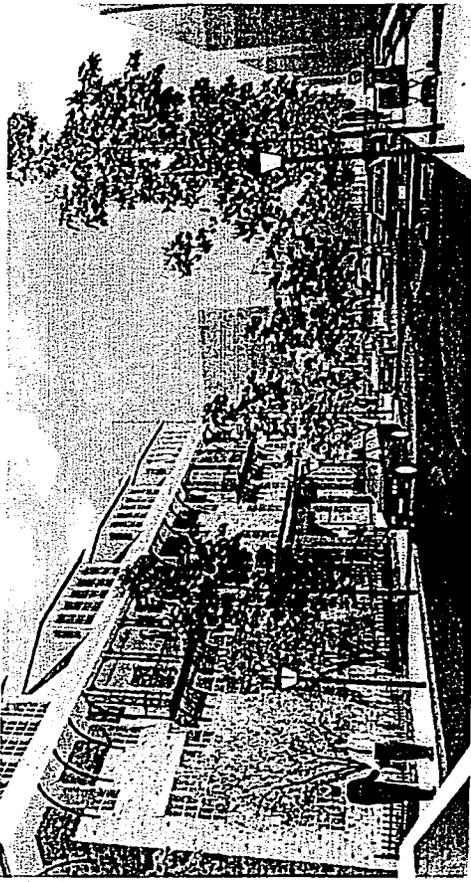


Rowhouse Perspective

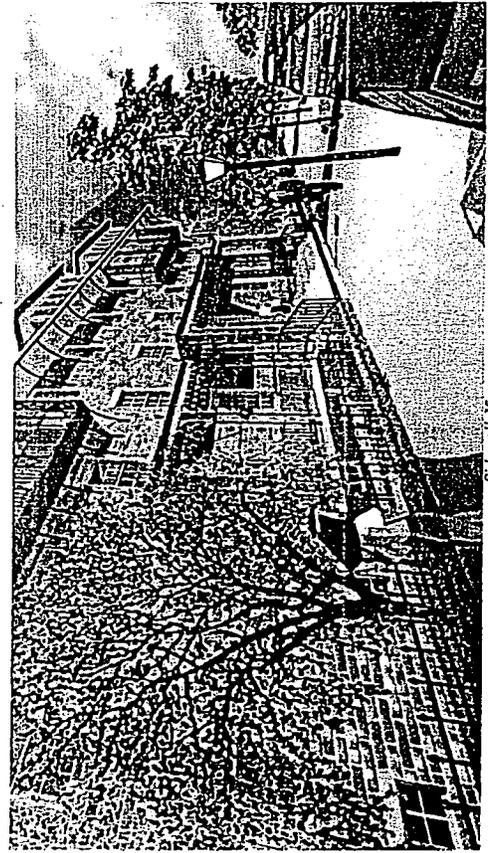
LIBERTY HARBOR NORTH

ARCHITECTURAL PROPOSALS

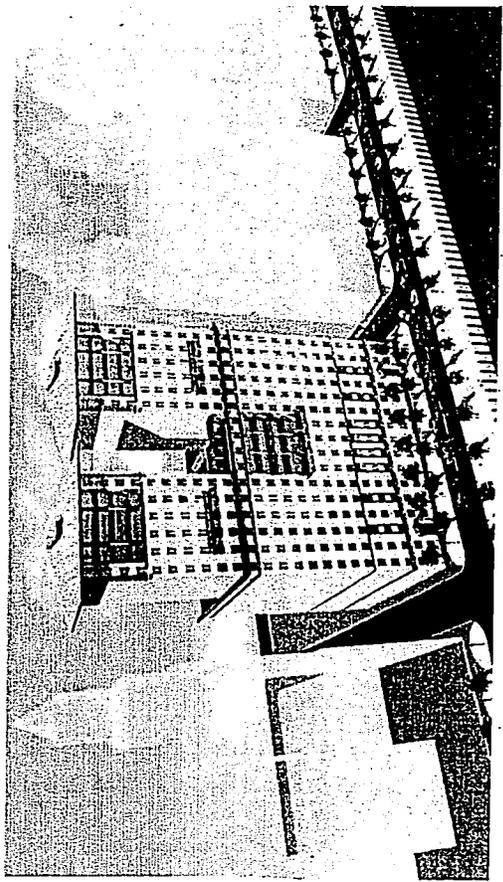
ROBERT ORR (10F2)



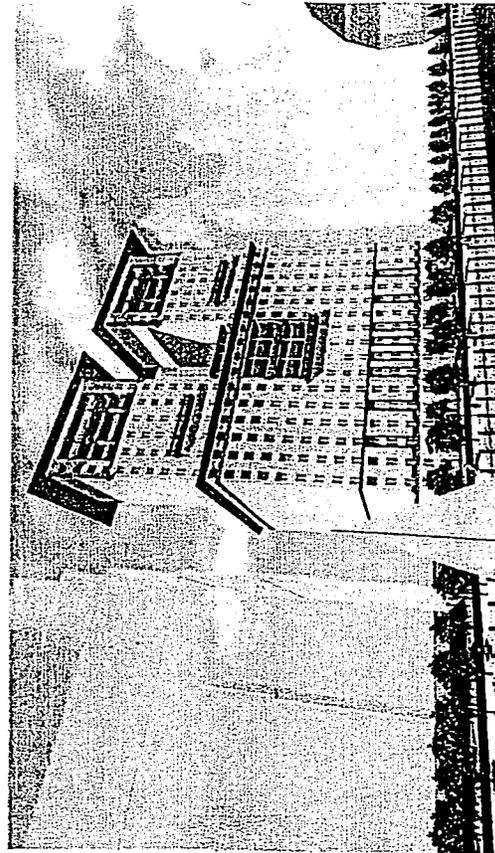
S-Class Building: Apartments



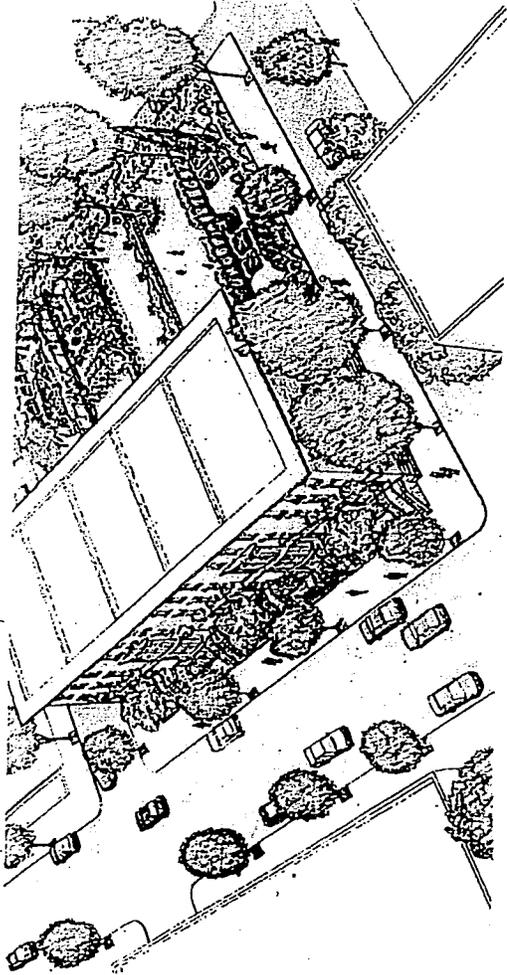
Sidewalk View



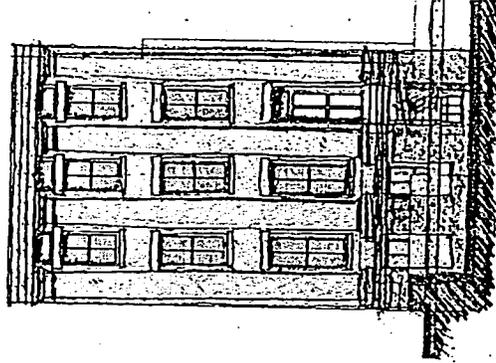
L-Class Building: Apartments



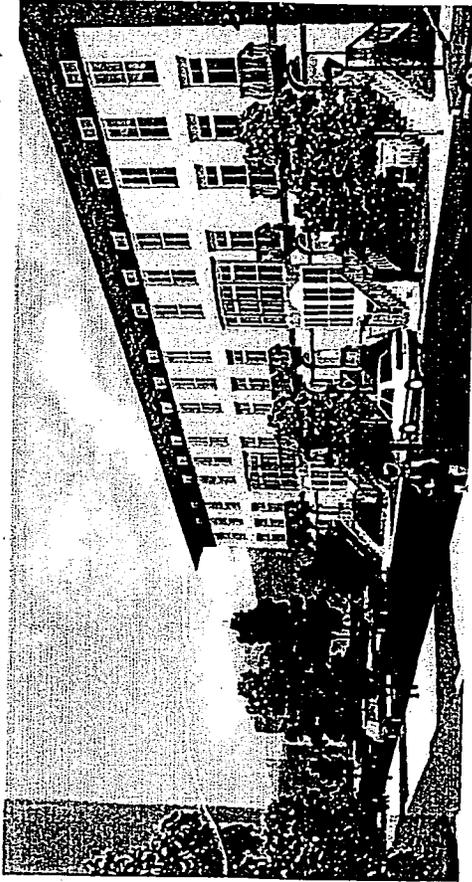
Canal View



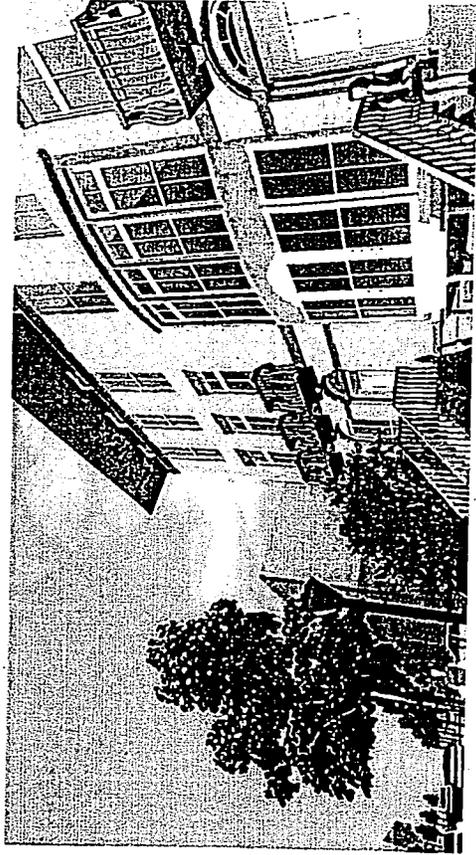
S-Class Building: Rowhouse (Aerial)



Elevation Study



Perspective



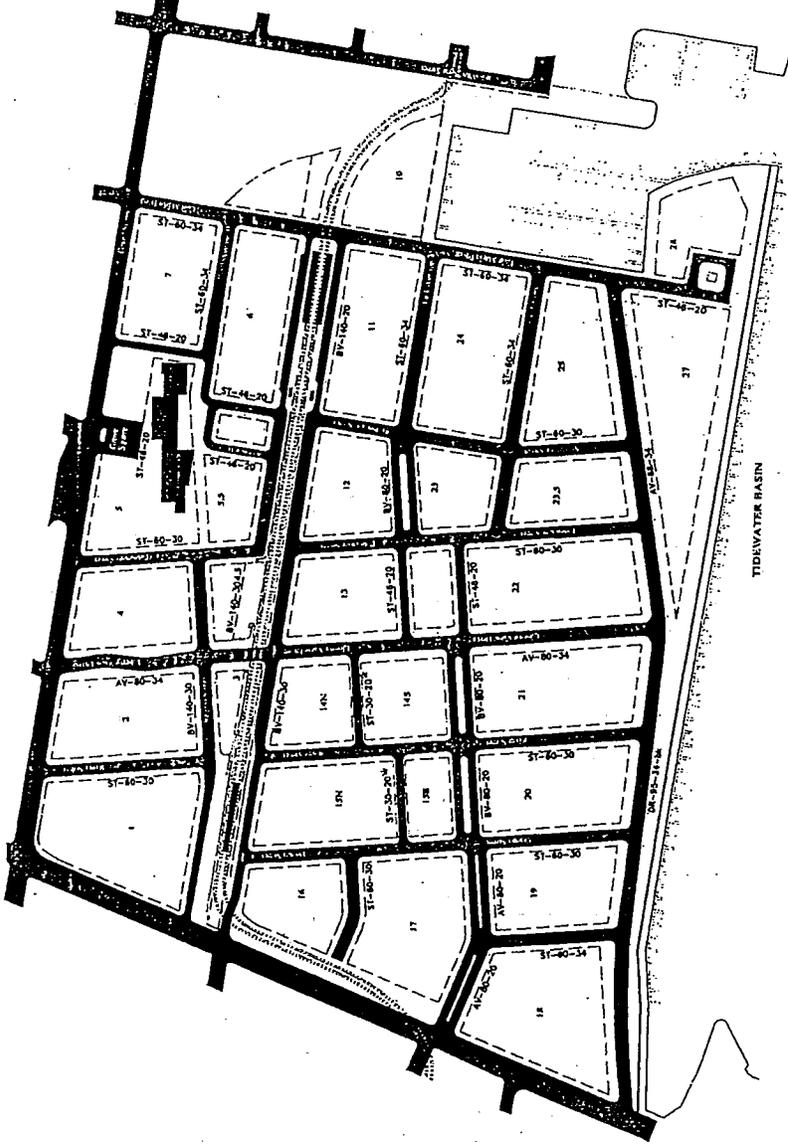
Sideview View

LIBERTY HARBOR NORTH

III. DIAGRAMS

LIBERTY HARBOR NORTH

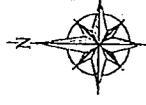
STREET NETWORK



As in the best cities and towns, the plan calls for a porous street network of many small thoroughfares. Automobile traffic is distributed evenly across the site, so that no street requires more than one lane of traffic in each direction. Traffic is kept moving slowly, so that the sidewalks feel safe for walking. The presence of a true network provides multiple paths to every destination, so that pedestrians can have a varied routine, and drivers can avoid backups by taking alternate routes. Blocks are small - averaging 220' by 500', further easing pedestrian circulation.

The labels refer to the design of each street, provided in the Thoroughfare Standards ahead. The names indicate the right-of-way width and pavement width, such that a ST-60-30 is a street with a 30' pavement in a 60' R.O.W. This one-way thoroughfare type matches similar rowhouse streets in Jersey City's historic neighborhoods. All of the remaining streets are two way, with the exception of ST-46-20 and ST-30-20. ST-46-20 is a street that circles public squares while ST-30-20 refers to the private streets that divide Blocks 14 and 15 into northern and southern portions.

* Private Streets

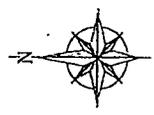
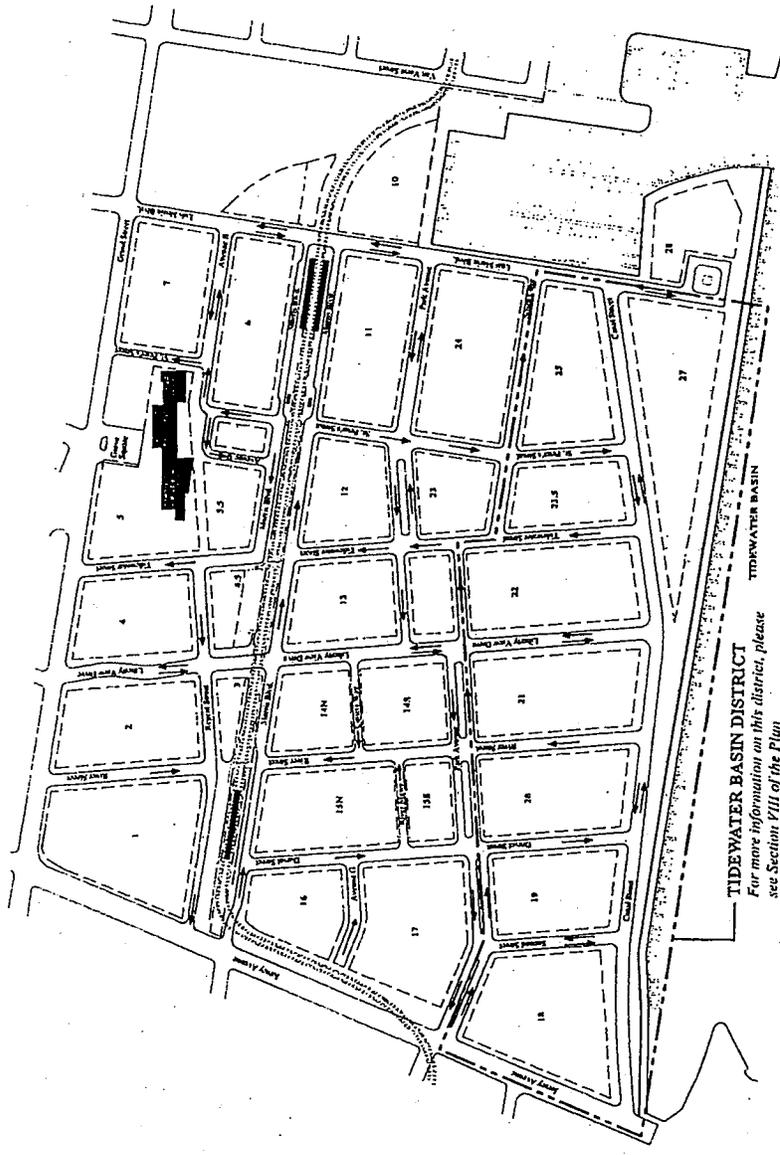


LIBERTY HARBOR NORTH

VEHICULAR CIRCULATION

Similar to much of Manhattan's grid, streets that pass the ends of blocks carry two-way traffic, while the more frequent cross-streets are largely one-way. One-way streets are typically provided in pairs, so that lengthy loops are avoided. All streets shall be improved to the satisfaction of the Municipal Engineer and developed to municipal standards and shall be maintained without gates and open to public vehicles and pedestrians.

* The vehicular traffic directions identified here reflect directions at total built-out. Traffic direction may change during various phases of completion, pursuant to Planning Board approval.



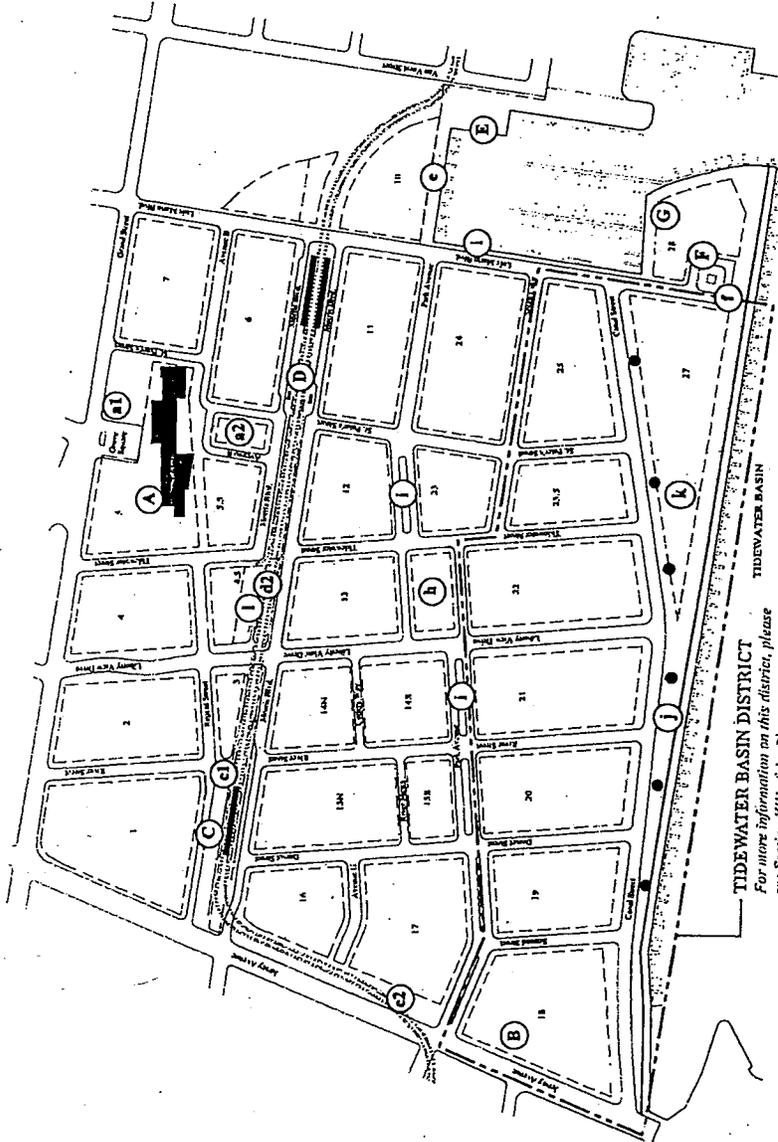
This drawing shows the many civic buildings, recreational space, community facility space and open space that are distributed throughout the plan, and how all of the civic buildings and facilities are complimented by at least one corresponding civic space. The civic buildings are as follows:

- A. Boys and Girls Club
- B. Potential Location for Elementary School
- C. Jersey Medical Center Light-Rail Station
- D. Marina Boulevard Light-Rail Station
- E. Marina Pavilion - Approved as a requirement of Fulton's Landing Waterfront Development Permit
- F. Monument in Market Plaza
- G. Potential Marina Restroom/Shower Facility; exact location to be determined

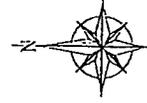
The civic spaces are as follows:

- a1. Grove Square is a private property to be maintained as an interim passive open space.
- a2. Morris Square Neighborhood Green
- b. Elementary School Yard (Option if school is incorporated)
- c1. Light-Rail Station Plaza *
- c2. Light-Rail Attached Plaza *
- d2. Light-Rail Boulevard Median *
- e. Marina Walk **
- f. Market Plaza
- h. Central Square
- i. Park Avenue Median
- j. Waterfront Linear Park
- k. Canal Street Park and Plaza
- l. Pedestrian Plaza *

● Potential locations for waterfront retail kiosks



* The land area located within the light-rail easement and the pedestrian plaza portion of Block 4.5 has no development potential.
 ** The Marina walk is provided to ease pedestrian traffic into the development from the adjacent Paulus Hook neighborhood and shall provide an area for cafe seating and other amenities.



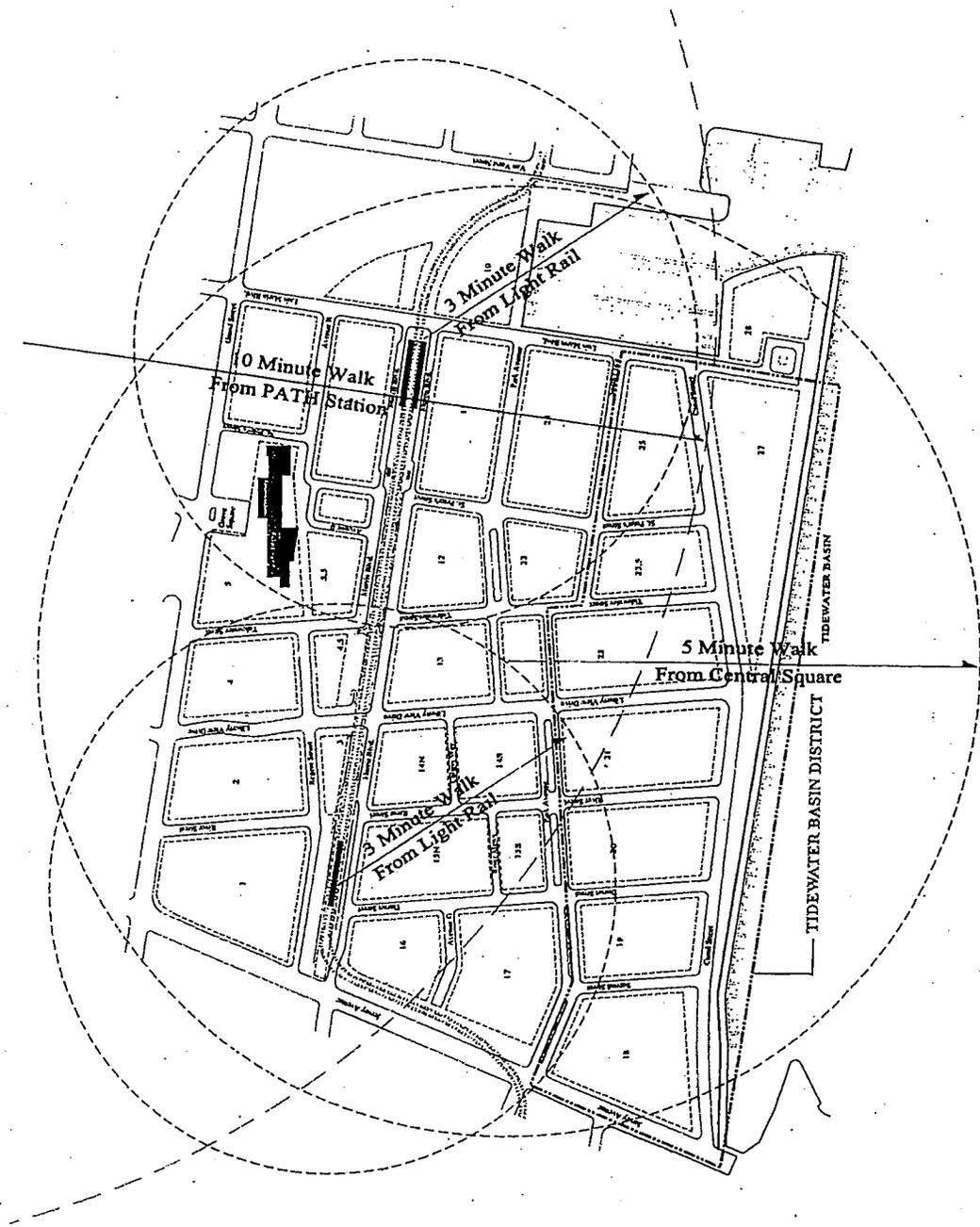
PEDESTRIAN SHEDS

LIBERTY HARBOR NORTH

This walking distance diagram indicates the following site characteristics:

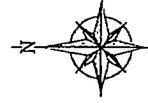
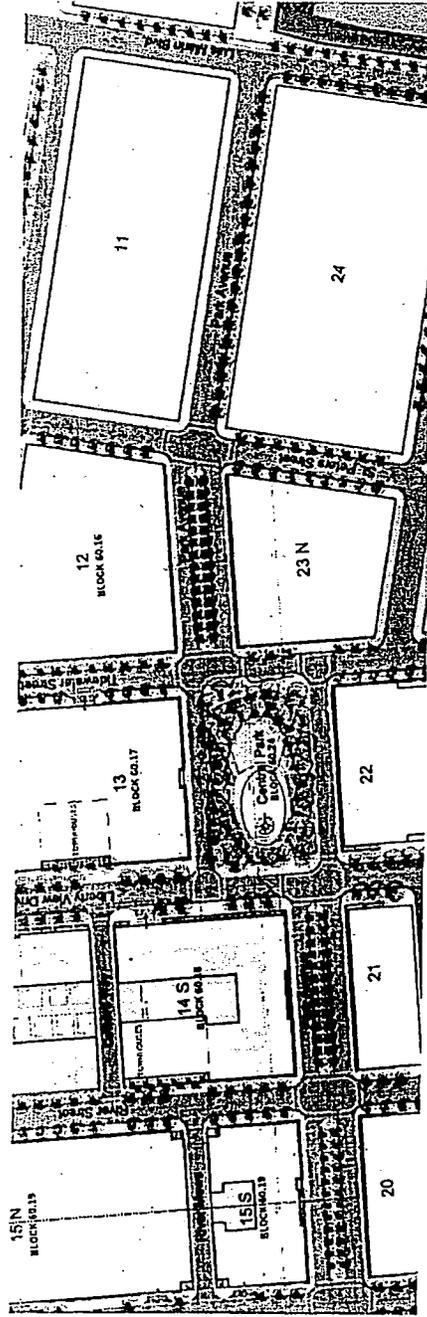
- The entire site is within a five-minute walk of its central square.
- The majority of the site is within a three-minute walk of one of the two light-rail stations.
- Almost all of the site is within a ten-minute walk of the Grove Street PATH Station.

The extreme walkability of the plan and its easy access to transit suggest that roadway and parking lots can be sized for vehicular demands far below the suburban average.



Park Avenue connects the small Marina Square at the east through the Central Square to Jersey Avenue along the western border of the site. It is designed as a series of distinct spaces, beginning without a median (ideal for retail), then establishing a median as it angles south, then opening up into the turbine-shaped square (which provides terminated vistas in two directions), then returning to a median that terminates at Jersey Avenue.

The Park Avenue streetscape treatment varies along its alignment as it intersects with local or other major streets in Area. The formation of the central square by the offset alignment of Park Avenue creates a dynamic interplay between the streetscapes of Liberty View Drive, Tidewater Street, and the landscape treatment of the Central Park. The three Park Avenue medians pictured here are 20 feet wide and contain a double row of trees creating a unique east-west extension of the Central Park.

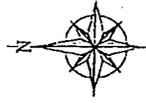
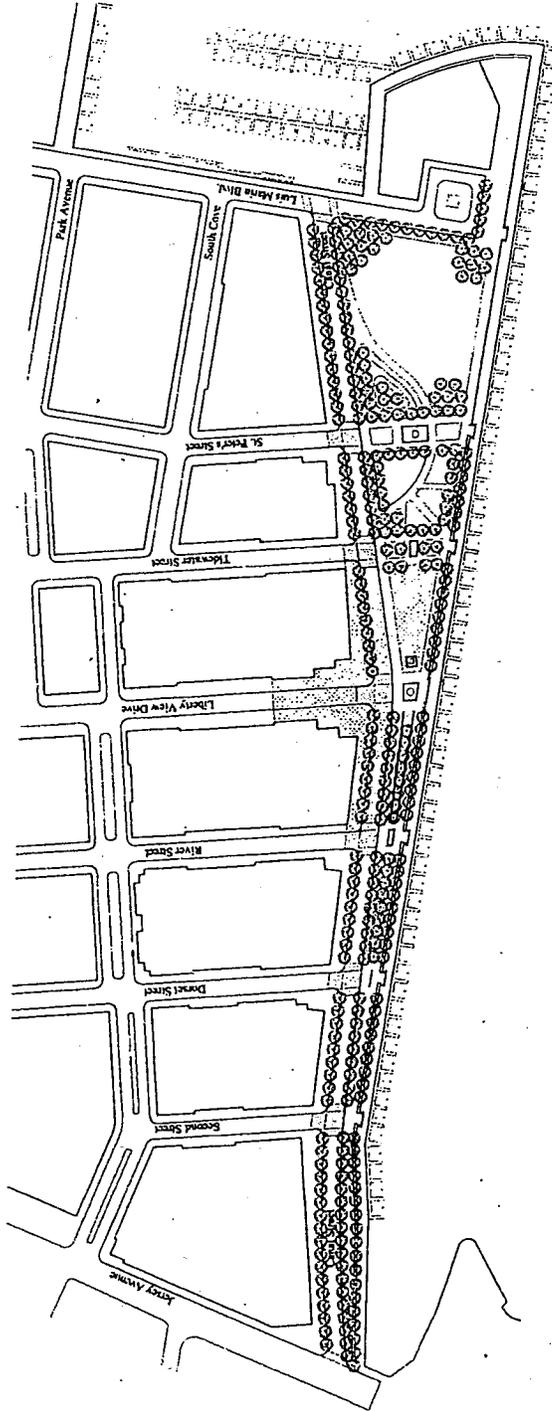


In terms of the public landscape, the highlight of the project is the continuous linear waterfront park that runs the length of the Tidewater Basin. It takes advantage of this situation by providing a continuous two-level, 30'-wide recreational corridor along the water's edge that is divided between an upper promenade and a lower wharf. For much of this portion of Canal Street, the perceptual width of the waterfront promenade is much greater than 30', as it includes a low-speed street and the opposing sidewalk.

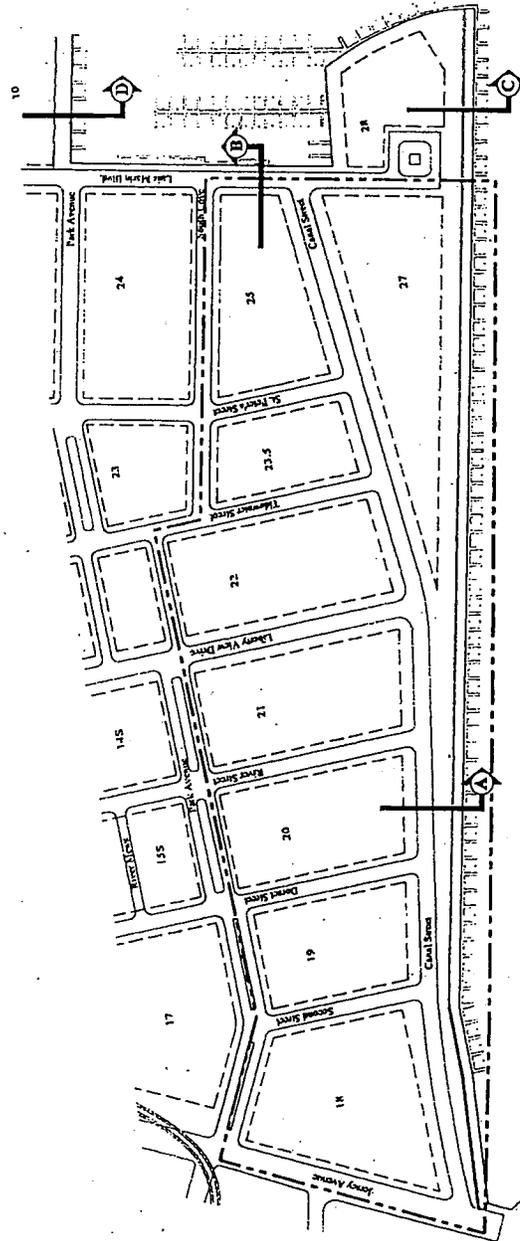
East of Liberty View Drive, as Canal Street veers away from the Tidewater Basin, the waterfront promenade expands into the Alex's principal green space - the Tidewater Basin Park. The triangular Tidewater Basin Park is broken into three distinct sections designed to provide a variety of experiences along the waterfront. The Tidewater Basin Park includes a versatile formal plaza, open lawn, and play ground space. The waterfront park is complemented by public art installations, special paving, and textured intersections at each cross street along Canal Street. More information on the Tidewater Basin Park can be found in Section VIII Tidewater Basin District.

The drawing on this page is a conceptual rendering of the Canal Street Landscape Plan and Tidewater Basin Park. The design of these areas is subject to change.

** Also see Specific Waterfront Walkway requirements in the General Regulations section.

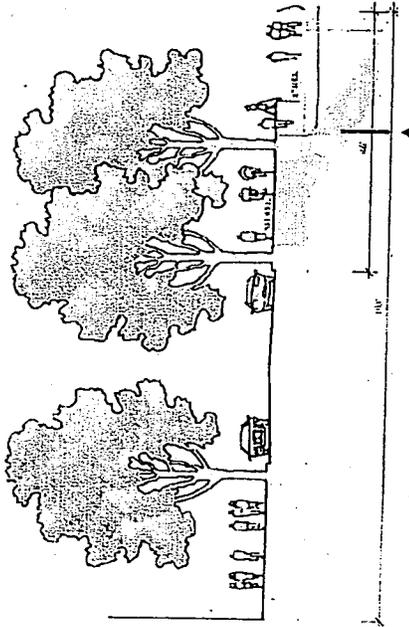


Some possible treatments for the linear park along the water's edge and the marina are shown in section form on the next page. These four sections are referenced on the map shown here.

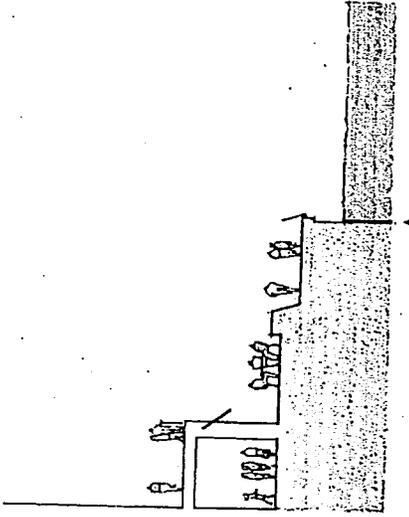


CANAL STREET SECTIONS

(2 OF 2)



A) Typical Waterfront Drive Section

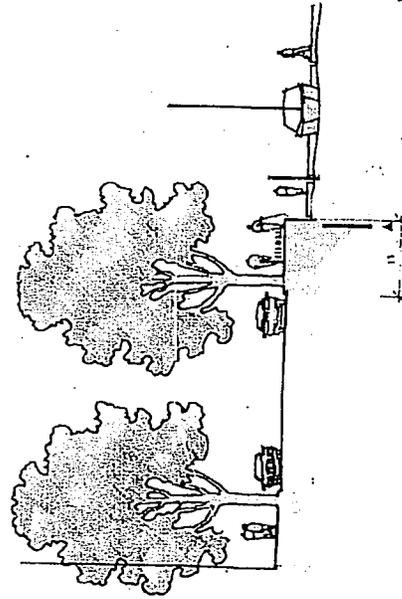


C) Waterfront Walk Section at the Point

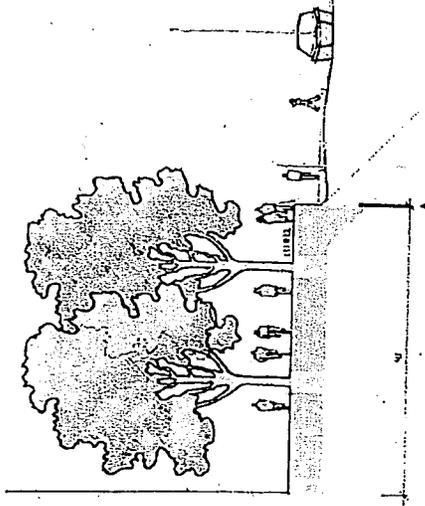
The first drawing (A) shows the typical condition along Canal Street, where the southern sidewalk is widened to include a bicycle path, and a second walking area is provided on a wharf closer to the water's edge. A triple canopy of shade trees unifies the bikepath with the Canal Street. The second drawing (B) shows the narrowest part of Luis Marin Boulevard as it meets the western edge of the marina, with a bicycle and pedestrian walkway overlooking private boat mooring on floating docks.

The third drawing (C) shows a typical section surrounding the building on Block 28. The building is shown with an arcade and an overhead terrace that looks down on sidewalk dining, which in turn overlooks a lower walkway. The fourth and final drawing (D) illustrates the condition at the north end of the marina, where a double row of trees organizes the walkway into three corridors for pedestrian and bicyclists.

* These illustrations represent conceptual design elements and landscape treatments for Canal Street. These designs are flexible and subject to change.



B) Luis Marin Boulevard Section at the Marina



D) Head of the Marina

▲ Bulkhead location



TIDEWATER BASIN PARK

LIBERTY HARBOR NORTH

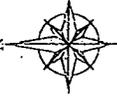
The Tidewater Basin Park expresses the waterfront character of the Liberty Harbor site, providing views across the tidewater basin to the Statue of Liberty. It is located at the terminus of Liberty View Avenue, where the alignment of Canal Drive diverges away from the water's edge and extends to the Marina at Luis Marin Boulevard. In the Park, the treatment of the Tidewater Basin Waterfront changes to a wharf and broad plaza accessed by banks of steps and terraces to accommodate large excursion and tour boats. It includes special paving, a belvedere, a waterfall and water jet that create a sequential series of elements leading to the water's edge.

When it meets the western edge of the park, the Canal Drive sidewalk continues along the water's edge in the form of a promenade, a waterside walk with views to the tidewater basin. A lawn path through a grove of trees continues this relationship to the water. A series of public art locations begins at the intersection of Canal Drive and Liberty View Drive, continuing through the grove of trees and opening out into the plaza. The south edge of the plaza opens down into stairs, leading to a wharf and boat mooring facility, creating a more functional relationship to the waterway. Long, evenly spaced rows of large canopy shade trees visually hold this edge, enhance offshore views, and provide shade and amenity value. A grove of tulip trees at the east end of the park, leading into two rows of Ginkgo, add shade and visual interest to the hard-surfaced plaza.

This preliminary design will be refined to require more active programming and a decrease in passive Plaza / Picnic Grove Program Space in conjunction with the Overall Design Plan.

* Waterfall / Water feature is to remain.

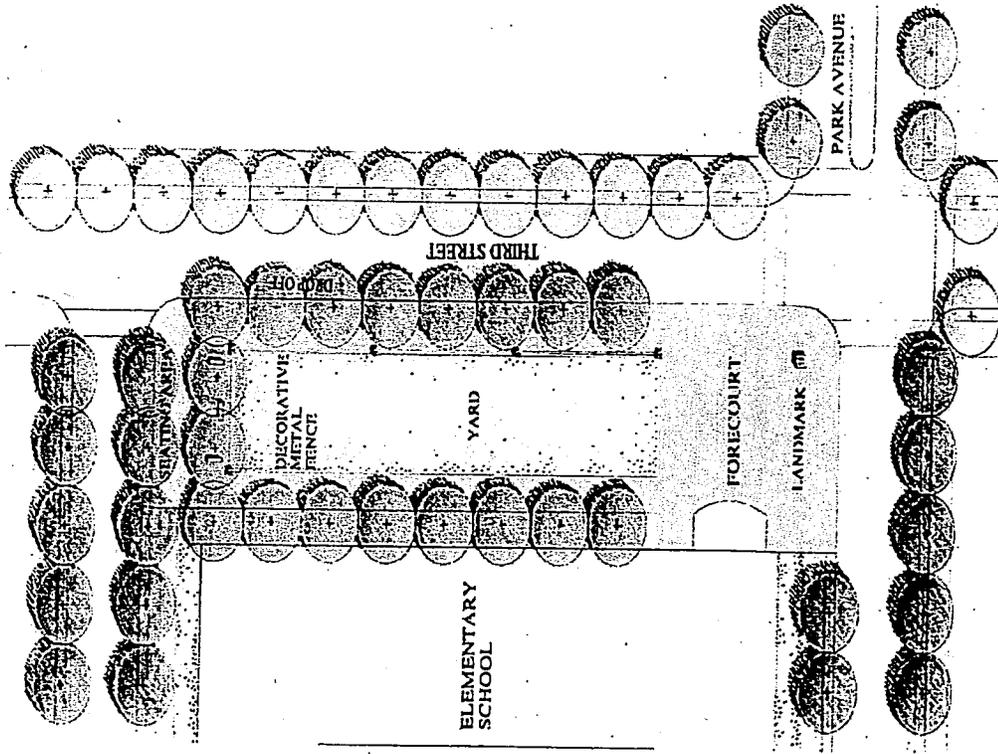
APPENDIX



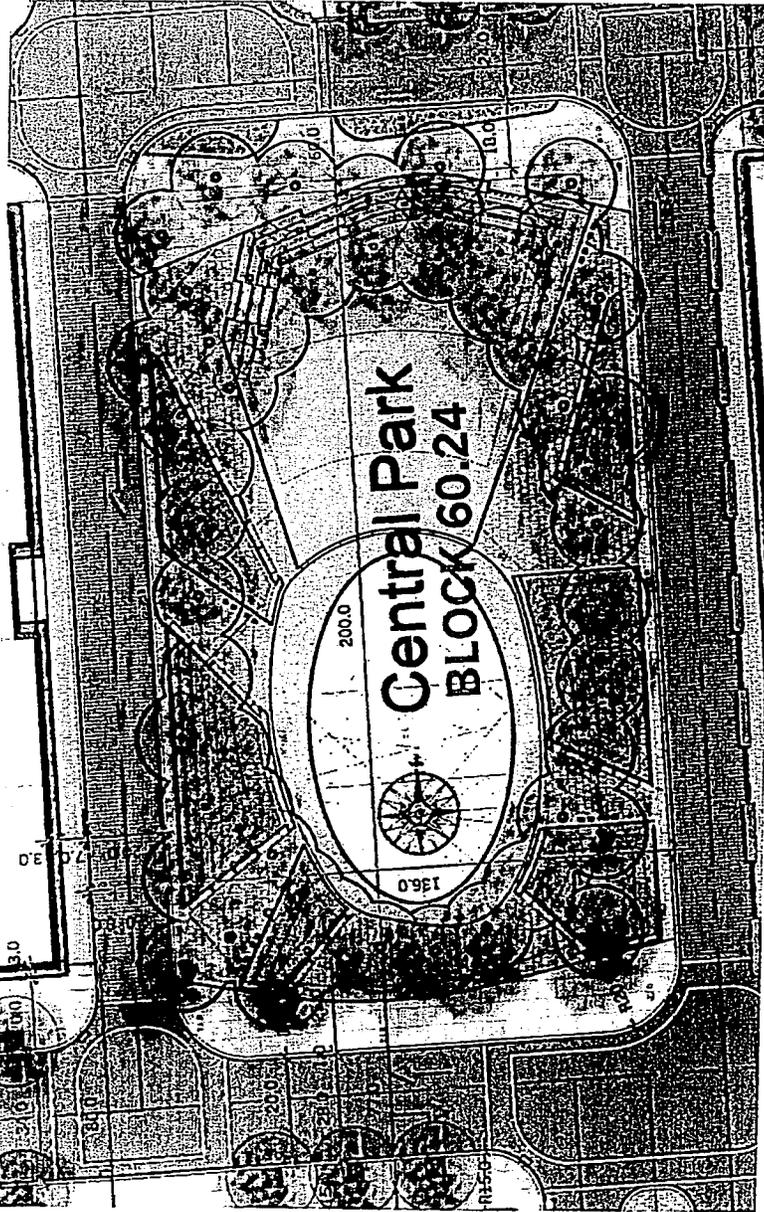
ELEMENTARY SCHOOL YARD

The Elementary School fronts the community across a broad Forecourt and grassy Yard available for diverse school and neighborhood uses. A decorative metal fence provides a measure of enclosure for recreational use, protecting it from adjacent streets. A feature tree species around the boundary of the Yard enhances this sense of enclosure. A seating area to the north opens the space up to the surrounding community.

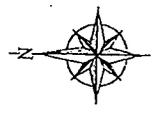
Note: This is an optional configuration available if the school is incorporated into the block.



APPENDIX



The offset alignment of Park Avenue between Liberty View Drive and Tidewater Street creates a dynamic, centrally located public open space around which pedestrians and cars rotate and focus. Despite its active surroundings, the Central Park is a green oasis at the heart of Liberty Harbor North. The combination lawn and plaza suggests a village green and a community meeting place suitable for informal activities.



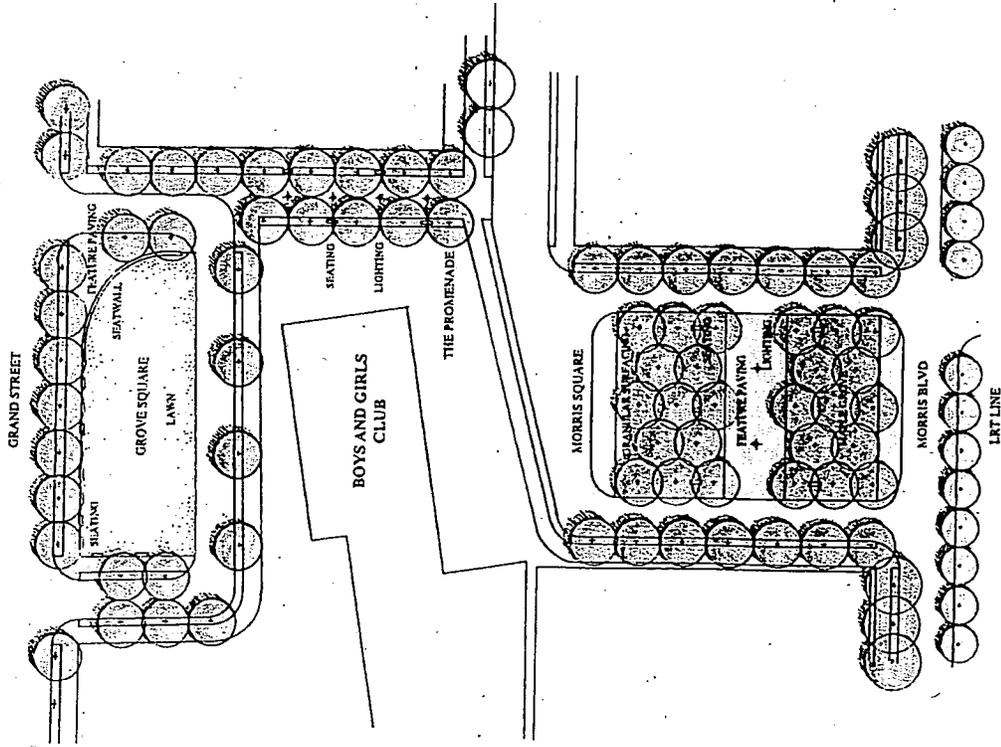
GROVE AND MORRIS SQUARES

Grove Square and Morris Square celebrate the Boys and Girls Club with an open green along Grand Street and along Morris Boulevard. Grove Square is a multipurpose passive landscaped area enfronting the building, with seating at its perimeter on a wall. This seatwall curves to direct pedestrian circulation around Grove Square from the Promenade, easing the walk to the Grove Street Path Station. The square is configured to provide a convenient drop-off for the Boys Club.

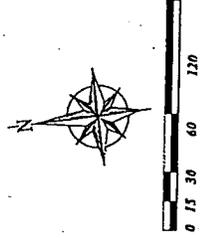
To the south of the Boys and Girls Club is Morris Square, to be a multi-purpose lawn, which was drawn showing a bosque of Sugar Maple trees growing out of a granular surface, benches under a canopy of trees, and a central paved area lit with pedestrian-scale standards. However, it has since been determined that this southern square will be designed more along the order of the northern square, with an open lawn at its center.

Further, the pedestrian link between the two squares has subsequently been replaced by a one-way street. This street shall shift slightly east, causing Grove Square to be lengthened.

This drawing is not current and is for illustration purposes only.



APPENDIX



V. REGULATIONS AND STANDARDS

LIBERTY HARBOR NORTH

GENERAL REGULATIONS

GENERAL REGULATIONS

(1 OF 6)

For the purpose of full communication, redundancy exists. If there are any conflicts between these General Regulations and information contained elsewhere in this plan, these General Regulations will take precedence.

I. POLICY STATEMENTS OF THE REDEVELOPMENT PLAN

By adoption of this redevelopment plan the Jersey City Planning Board and the Municipal Council of the City of Jersey City seek to promulgate the following Policy Statements outlining what is sought to be achieved through the adoption and implementation of this plan:

- A. To redevelop the Liberty Harbor North Redevelopment Project Area in a manner that will exemplify the principles of New Urbanism and implement traditional neighborhood development techniques that recognize this unique inner-city location.
- B. To encourage development that is compatible with the character of adjacent historic districts while providing for a mixture of uses and an intensity of development that will allow for a self-sufficient and vibrant new community serving as a model for healthy urban growth.
- C. To provide a variety of market value housing types and commercial establishments through new construction of low rise, mid-rise and high rise structures.
- D. To provide for an intensity of development suitable to support the implementation of infrastructure improvements necessary to support the dense development grid pattern and spatial form necessary to maintain consistency with the present pattern of surrounding downtown neighborhoods.
- E. To encourage innovative mixed-use and multiple-use blocks of development so that housing demand for varying age groups, families, and income levels may be met by requiring and allowing greater variety in type, design, and layout of dwelling units, and by the conservation and more efficient use of open spaces and accessory parking ancillary to these dwelling units and uses.
- F. To require the interconnection of uses, blocks, and streets to create integrated neighborhoods and a greater sense of community through the use of design techniques that provide for a modified grid street pattern.

- G. To provide a layout of streets and open spaces that encourage pedestrian interconnections to the two light rail stations, civic buildings, and commercial uses all within a 5-5 minute walk from residential dwellings.
- H. To establish an integrated local, vibrant, livable neighborhood incorporating the traditional city block development and rejecting the modern clustered and sprawled development and zoning alternatives.
- I. To provide a clearly articulated and rationally designed open space system which consists of both integrated and peripheral active and passive parks and which furthers the goals of Statements F and G.
- J. To find greater opportunities for housing, commercial, and recreation facilities to all residents of the City.
- K. To provide for a more efficient use of land and public space by directing development in a pattern that resembles traditional blocks of mixed and multiple use development with varied housing types.
- L. To implement neo-traditional development in a manner sensitive to the preservation and enhancement of property within existing adjacent historic neighborhoods.
- M. To facilitate the construction of roads, infrastructure, open space and other public improvements which benefit more than one development site or property owner, and benefit the residents of Jersey City and this new neighborhood as a whole, and assure the provision of these public improvements at an appropriate time given the progression of development within the redevelopment plan area and the proportion of the plan area that is built out in accordance with this redevelopment plan.
- N. To alleviate undue traffic congestion by reducing the excessive sprawl of development and the segregation of land uses, which result in the inefficient use of land, encourages the use of private vehicles, and is counter to the protection of the public health, safety, and welfare.

- O. To discourage and prohibit street design patterns that tend to contribute to traffic congestion through the dependence on private automobiles.
- P. To discourage and prohibit generic modern development patterns that bear no relation to the historic development pattern of the adjacent Paulus Hook and Van Vorst Neighborhoods.
- Q. To implement the creation of places which are oriented to the pedestrian, promote citizen security, and social interaction.
- R. To implement developments where the physical, visual, and spatial characteristics are established and reinforced through the consistent use of form, outline, urban, and architectural design elements. Such elements shall relate the design characteristics of an individual structure or development to other existing or planned structures or developments in a harmonious manner, resulting in a coherent overall development pattern and streetscape.

II. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Liberty Harbor North Study Area through a combination of redevelopment actions. These will include but not be limited to:

- A. Clearance of dilapidated structures;
- B. Rehabilitation of sound compatible uses;
- C. Assembly into developable parcels the vacant and underutilized land from scattered and varied ownership;
- D. Provision for a full range of public infrastructure necessary to service and support the Redevelopment Area; and
- E. Construction and rehabilitation of residential units, a variety of commercial uses and complementary public facilities.

III. BUILDING DESIGN REQUIREMENTS

- A. Buildings shall be designed so as to be attractive from all vantage points and shall be oriented toward the street so as to provide a continuous and interesting streetscape.

- B. Buildings shall be designed such that their facades create a continuous street frontage.
- C. Windows shall contain both fixed and operable windows. (The bottom of a window can use the emphasis of a shadow line, while the top already has one). The tops of windows and doors shall be designed to avoid confusing perspective views. No windows will of any window to a residential unit shall be less than five (5) feet above the elevation of the nearest sidewalk or pedestrian pathway except that in retail-optional areas, first floor unit spaces are encouraged to incorporate the live-work unit type in the building bases along street frontages so as to accommodate the retail option.
- D. The first floor bases of all non-residential buildings shall be 70% glass adjacent to their street frontages.
- E. Balconies not facing onto courtyards shall be very shallow or recessed to prevent their use as storage spaces.
- F. The screening of rooftop mechanical equipment is required. All rooftop mechanical equipment shall be screened from view from all directions and elevations to minimize the negative aesthetic impact upon the view from neighboring buildings and from street level. Said screening shall be consistent with the architecture of the building and building material.
- G. All parts and components of cellular phone antennas, satellite dishes, and television and radio antennas shall be completely screened from view from all directions and elevations on existing or planned structures, or shall be designed within the architecture of a structure. Said screening shall be consistent with the surrounding architecture. In all cases, creative placement of said equipment is required in order to eliminate the need for screening.
- H. All trash receptacle areas shall be located within buildings or parking structures.
- I. All new rowhouses, townhouses, and similar style structures shall have a raised stoop to the front building entrance. The stoop shall be consistent with those in the neighboring Historic District, in terms of scale and appearance.
- J. The front yards of all new townhouses and rowhouses shall provide wrought-iron type fencing along the property line a minimum of two (2) feet and a maximum of four (4) feet in height.

(4 OF 6)

fishments on corners are thus allowed two sets of signs.) Signs shall not exceed 30 inches in vertical dimension. Blade signs shall not exceed 18 inches in vertical dimension. Signs shall be painted and externally lit. Such signs may not move or have any moving parts as elements.

Marina:

4. One sign, not to exceed twenty- (20) sq. ft.

A.

K. The Planning Board at its discretion may waive some of the above regulations if a proposed sign or light is presented as a site-specific piece of civic art.

IX. GENERAL PROVISIONS

A. Interim uses may be established, subject to agreement between the developers and the Planning Board and the Jersey City Redevelopment Agency/Board of Commissioners that such use will not have an adverse effect upon existing or contemplated development during the interim use period. This shall include any signage necessary for project identification during construction, sales and/or rent-up. Interim uses will only be allowed after approval by the Planning Board and will only be granted for a period not to exceed three (3) years from date of Planning Board Approval. The Planning Board may grant up to two (2) additional one-(1) year extensions.

B. Prior to commencement of: (a) any new construction, (b) reconstruction, (c) rehabilitation (d) any change in the interior floor plan of any structure; (e) any change in the use of any structure or parcel; or (f) any change in the intensity of use of any structure or parcel; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review and site plan approval. No Building Permit shall be issued for any work associated with a thorough above without prior site plan review and approval of such work by the Planning Board.

C. Site plan review shall be conducted by the Jersey City Planning Board pursuant to N.J.S.A. 40:55D-1 et seq. Site plan review shall consist of a preliminary site plan application and a final site plan application. Submission of a site plan and site plan application shall conform to the requirements of this Plan and the Municipal Zoning Ordinance. Applications may be submitted for individual buildings or groups of

no restrictions of occupancy or use of any part of the project area on the basis of race, creed, color or national origin.

G. 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 plan and construction plans submitted to the Planning Board. No additional construction or alteration to existing or proposed construction shall take place until a site plan reflecting such additional revised construction has been submitted to, and approved by the Planning Board. This pertains to revisions or additions prior to, during and after completion of the improvements.

H. The Planning Board may grant deviations from such strict application of the regulations contained within this Redevelopment Plan, except those standards and regulations specified in paragraph J below, so as to relieve difficulties or hardship where, by reason of exceptional circumstances, shall be shown or shape of a specific piece of property, or by reason of exceptional topographic conditions, physical features uniquely affecting a specific piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application of any regulation included within 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 a deviation from the regulations contained within this Redevelopment Plan where in an application related to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12.a. & b.

I. No deviations shall be granted which have any one of the following effects:

buildings, entire blocks or portions of a block, or a project group (intermedia Phase). Final site plan approval for any construction shall not be granted unless or until that construction is substantially complete, or performance guarantees for site improvements for that phase have been furnished by the developer in accordance with N.J.S.A. 40:55D-53.

No Certificate of Occupancy (CO) of any type shall be issued for any construction until the Planning Board has given final site plan approval for the building, building group, block, or phase in which such construction is located. 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 Compensation Counsel or the City of Jersey City or the Planning Board attorney of the City of Jersey City. The amount of any such performance guarantee 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.

Where the construction or extension of any utility improvements or R-O-W improvements or the construction of open space improvements are required in conjunction with that building, block, or phase group, performance guarantees for these improvements shall be posted prior to the issuance of any building permits for that building, block, or phase group.

Adverse Influences- No use or re-use shall be permitted which, when considered under proper and adequate conditions and safeguards, will produce excessive, toxic or noxious fumes, glare, electro-magnetic disturbance, radiation, smoke, cinders, dust or noise, vibration, or other objectionable features so as to be detrimental to the public health, safety or general welfare.

No covenant, lease, conveyance or other instrument shall be affected or executed by the Jersey City Redevelopment Agency or by a re-developer or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency or by a developer 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.

Restriction of Occupancy or Use - There shall be

1. Exceeding the maximum development capacity of either square footage or dwelling units, as required according to the Regulations and Standards and the Capacity Calculation sections of this Redevelopment Plan.

2. Varying the minimum or maximum number of stories or their location and other requirements as outlined in the Regulating Plan; Height, and Regulation Plan; Frontage, sections of this Plan;

3. Increasing or decreasing story height from that which is specifically permitted in the Urban and Architectural Regulations;

4. Varying in any way from the Use Standards Section of this Plan;

5. Varying the grid-like pattern of the Street Network Plan, as generally described in the text of the Street Network section of the Redevelopment Plan in relation to street type, R-O-width, and pavement width beyond normal adjustments encountered during survey synchronization;

6. Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented;

Provided however that if the Planning Board shall find that in the context of a particular development application, a property owner would be denied the beneficial use and enjoyment of their property because of the application of a particular requirement of the redevelopment plan, it shall be authorized to grant a deviation from that portion of the plan.

X.

UTILITY AND INFRASTRUCTURE REQUIREMENTS

A. All applicants shall satisfy the Municipal Engineer and the Planning Board that provisions for the necessary utilities is accomplished in a way that advances the health safety and welfare of the general public.

B. Utility Placement - All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground, including utility and signal mechanized boxes. Utility applicators, regulations and metering devices shall be located underground. Remote readers are required for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.

C. If it becomes evident to the Planning Board and the Municipal Engineer during the implementation of this

- development that a long term utility and infrastructure plan is needed and desired, a Utility Plan which shall include the on-foot and off-foot infrastructure improvements needed to serve the development shall be provided by the designated developer.
- 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 Fifty (50) years from the date of approval of this plan by the City Council of the City of Jersey City. The Planning Board may, as always, review the plan from time to time.
- No development or redevelopment of any parcel in the Plan Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Planning Board, Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as determined by the Planning Board, Division of Engineering and the Municipal Utilities Authority.
- Upon demolition of any existing structures, the site shall be graded, planted and sodded, unless new construction is to commence on the site within 30 days.
- All buildings within the Redevelopment Area shall display the street address of the building such that it is clearly visible from the adjoining street right of way.
- In order to facilitate the overall redevelopment of the Study Area, surrounding area and the City of Jersey City in general, all advertising, signage and other promotion of the development and redevelopment of the Study Area shall contain reference to the proposed project's location in the City of Jersey City so as to promote the positive aspects of the project, Study Area and the City of Jersey City.
- All pre-existing uses inconsistent with this plan are considered non-conforming under this plan.
- XI. WATERFRONT WALKWAY REQUIREMENTS**
- A. Design**
- It is the intent of this plan to provide for a variety of waterfront experiences by requiring the inclusion and contemporaneous construction of:
1. A linear park along the water's edge adjacent to Canal Street;
 2. A large park at the water's edge providing active recreation and interaction with the building on Block 27;
 3. A waterfront entertainment focal point on the peninsula of Block 28; and
 4. An active Boulevard bordering the Marina to arrive at these waterfront locations.
- The plan shall implement the full 30-foot width minimum standards around the perimeter of the water's edge. If DEEP action (or the action of any other regulatory body with jurisdiction over construction at the water's edge) requires a deviation from the design depicted in the cross section of the plan, under no circumstances shall the width of the Canal Street right-of-way, or public amenities such as sidewalks, bike lanes, landscape areas or parks adjacent to Canal Street and the Waterfront Walkway, as depicted in the cross section of the plan, decrease. Instead, any additional land required for the approval and construction of the Waterfront Walkway shall reduce the length of the developable portion of blocks 18, 19, 20, 21, 27 and 28. The sizes of these blocks and building types within these blocks shall be reduced proportionally and this plan shall then again be reviewed and approved by the Planning Board and the City Council.
- Only in the walkway areas adjacent to Luis Manzo Marin Boulevard where there are pre-existing conditions of insufficient land width shall the walkway width be permitted to drop below 30 feet. Pre-existing deficiencies such as those are accounted for in the current NIDEP walkway standards.
- Detail of the walkway segments shall be elaborated upon in the required design standard Plan. Materials above the minimum NIDEP score concrete standard surface treatment shall be required, including, as a minimum a similar design to the Liberty State Park design, south of the railway terminal with decorative pavers for the walking width, decorative lighting, and 4" caliper trees at the walkway edge.
- B. Implementation**
- The spur peninsula of land that is part of Lot 27, located at the southern end of Van Vorst Street shall be developed and improved as public waterfront walkway access in conjunction with the implementation of the Liberty Harbor North waterfront walkway or contemporaneously to the construction of development on Blocks 27, 28, or 19, or contemporaneously in the first development by the concurrent owner within the Liberty Harbor North Redevelopment plan area, whichever is first.
- XII. PERMITTED USES**
- The Use Standards section of this plan identifies uses allowed and prohibited. It also details the required and permitted distribution of uses as identified within Regulating Plan: Frontages.
- XIII. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS**
- 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 that have not been complied with.
- XIV. PROCEDURE FOR AMENDING THE APPROVED PLAN**
- This Plan may be amended from time to time upon compliance with the requirements of law. For any designated redevelopment, a fee of five thousand dollars (\$5,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. In addition, a fee for staff time, at their accepted hourly rate shall be applied for all time spent on plan revisions.
- XV. VALIDITY OF ORDINANCE**
- If any section, paragraph, division, subdivision, clause or provision of this plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this plan shall be deemed valid and effective.
- XVI. DEFINITIONS**
1. **Billboard or Signboard:** Any structure or portion thereon which lettered, figured, or pictorial matter is displayed for advertising purposes, other than the name and occupation of the user of the premises or the nature of the business conducted thereon or the products primarily sold or manufactured thereon.
 2. **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 that are 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 permitted for home occupation; 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 shall

be displayed exceeding the maximum area permitted for signs on any of the 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 the 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.

Yards:

Front Yard - An open unoccupied space, unless occupied by a use as hereinafter specifically permitted, extending across the full width of the lot and lying between the front street property line and the nearest line of the building.

Side Yard - An open unoccupied space, unless occupied by a use as hereinafter specifically permitted, on the same lot with the building between the building and the side lot line, extending from the front yard to the rear yard.

Rear Yard - A space unoccupied except by an accessory building or use as hereinafter specifically permitted, extending across the full width of the lot between the rear line of any building, other than an accessory building, and the rear lot line.

B-Street: The portion of South Cove which shall serve as the parking garage and loading and service area for Blocks 21 and 23. Garage footage allowed on this B-Street is permitted to extend to the building edge but shall be screened as required elsewhere in the plan.

Capacity: A measured quantity of development intensity that represents the maximum permitted. It is measured in both square footage and dwelling units, and its maximum limits are identified in the Regulations and Standards section of this plan. Because areas within the Plan are permitted to be either residential or other types of uses, within the same property and within the same building, the square footage represents the maximum development capacity for all uses. The dwelling unit number represents the number of units within that given maximum square footage area. See Capacity analysis in Capacity Calculations Tables for further details. Total Building Area represents a maximum of buildable floor area for that block location.

XVII:

PHASING

The Planning Board shall have the discretion to require a suitable mechanism to insure a balanced development of planned open space, commercial services and infrastructure in service to the redevelopment plan area.

A. Phasing Plan:

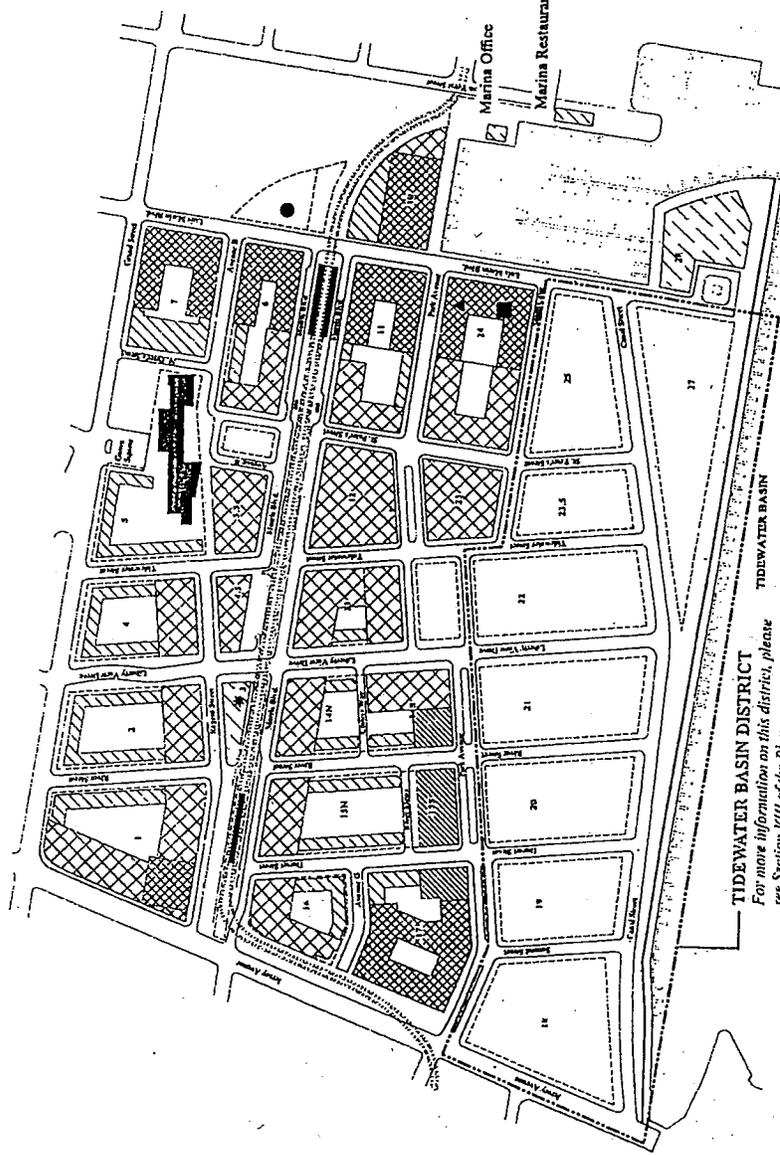
Any applicant seeking to develop properties located within this redevelopment plan area shall be required to provide a Phasing Plan, for review and approval by the Jersey City Planning Board, which shall establish the parameters under which public improvements within the property owned or controlled by the applicant shall be constructed in conjunction with permitted residential, retail and commercial development. "Public Improvement" is defined as any and all of the following: 1) the improvements identified in H.5 Public Spaces; 2) the Waterfront Walkway; 3) the two XS-Class Buildings identified in V.1 (Regulating Plan: Heights). The Plan shall set a schedule for completion of Public Improvements within the property owned or controlled by the applicant in which the percentage of completion of public improvements is approximately equal to or greater than the percentage of completion of all other development on property owned or controlled by the applicant. At a minimum, the Board shall impose construction of the waterfront walkway linked and phased to a percentage of the redevelopment project area constructed.

B. Additional Requirements:

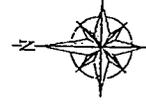
The Morris Square open space improvements shall be constructed contemporaneously with any development on Block 6.

REGULATING PLAN: HEIGHTS & BUILD TO LINES

- XS-Class Buildings:** 2 Stories, Max. height limit 40' Restaurant, Retail and Entertainment uses only on Block 28.
 - S-Class Buildings:** 4 Stories plus Attic
 - SM-Class Buildings:** 6 Stories plus Attic
 - M-Class Buildings:** 8 Stories plus Attic
 - L-Class Buildings:** 16 Stories
 - XL-Class Buildings:** 32 Stories plus Cupola
 - Civic Class Buildings:** 2 Stories of max. 20' each, plus roof articulations above if desired. (no above-grade parking)
 - Civic Class Base within S, SW & L-Class Buildings:** (As many as 3 stories shall be eligible) DR as alternative, S, SW & L-Class building only.
 - Mid-Block Parking:** open space at block centers may be used for parking lots of a max. height determined by the Urban and Architectural Regulations. A minimum of 20% of this midblock area will be dedicated to open space, primarily in the form of townhouse rear yards, as discussed in III.L. of the General Regulations.
- Possible exception to story-height requirement as discussed in Urban and Architectural Regulations.
- Zoning for this area to match corresponding area in the Tidewater Basin Redevelopment Plan, Grand and Main district, and R.O.W.'s.
- Required Hotel
- This area shall be a maximum of 3 stories and a height limit of 80'.



TIDEWATER BASIN DISTRICT
 For more information on this district, please see Section VIII of the Plan



LIBERTY HARBOR NORTH

REGULATING PLAN: FRONTAGES

Property Lines: those lines designating private property boundaries.

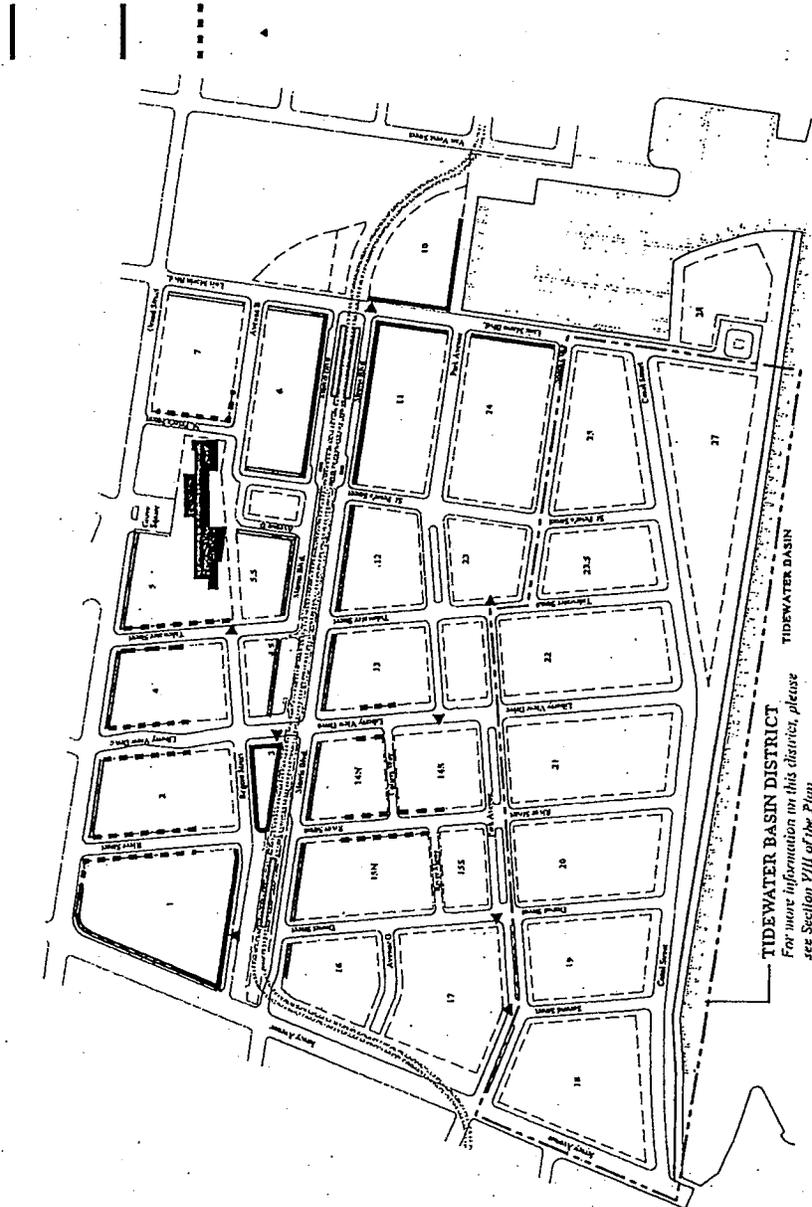
Retail Frontage Required: those Frontage Lines designated on the Regulating Plan that are required to provide a shopfront making the ground level available for retail use as described in the Use Standards. Buildings on Marin Boulevard south of Morris Boulevard must face Marin Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.

Retail Frontage Encouraged: those Frontage Lines designated on the Regulating Plan that are encouraged to provide a shopfront making the ground level available for retail use as described in the Use Standards (of the two lines the outer one is the actual Frontage Line).

Residential-Only Frontage Line: those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic Use as described in the Use Standards.

Terminated Visitor: a location at the axial termination of a thoroughfare. A building located at a termination of an axial street must receive the axis with an appropriately scaled articulation of the facade and/or roofline.

* NOTE: Build to Lines are indicated in the Regulating Plan: Heights and Build to Lines on page V.7.



TIDEWATER BASIN DISTRICT
For more information on this district, please see Section VIII of the Plan

LIBERTY HARBOR NORTH

(2 OF 2)

URBAN AND ARCHITECTURAL REGULATIONS

- **Blank Walls:** Walls at Frontages may not be blank at the street level; first floor walls at Frontages shall have at least one window per structural bay, in a pattern that suggests habitation. Exposed basement walls at Frontages shall have at least one small window per structural bay as appropriate to an occupied foundation.
- **Parking Frontage:** Where parking structures directly confront the sidewalk, they shall be articulated to resemble habitable buildings, with vertically proportioned openings at every level (smaller at grade, larger above).
- **Parking Entrances:** Mid-block parking structures shall be articulated through gaps between buildings, but through vehicular openings in the Frontage-line wall of the liner building (not applicable on B-Street Frontages). Mid-block parking structures shall provide direct pedestrian access to sidewalks so that residents may exit the parking lot without entering a building. Such vertical circulation, if located within the liner building, shall be fenestrated to approximate a residential stairwell, and shall be lit in the daylight-incandescent range.
- **Simple Skyline:** Hyperactive parapets and roofs are not allowed. Any breaks in these elements (height changes, for example) shall be limited to corners, vista terminations, and required setbacks.
- **Courtyard Dimensions:** All courtyards shall maintain a minimum width/height ratio of 1:3 in at least one dimension, in order to avoid lightwell conditions.
- **True Mullions:** Windows with mullions shall be true divided lights, or shall include exterior snap-in mullions that cast a shadow on the exterior glass.
- **Expansion Joints - Facades:** shall be designed so that any expansion joints are rationalized by the logic of the composition, and if made less obvious, expansion joint gaps shall be covered to match the surrounding wall.
- **EIFS:** are prohibited.
- **Dish Antennas:** Dish antennas are prohibited where visible from any public area or R-O-W.

RECOMMENDED

- **Variety:** No architectural firm shall complete the schematic design of more than one (adjacent) block. However, a single firm may prepare construction drawings consolidating the schematic designs of a number of independent firms.
- **Shopfronts:** Successful shopfronts glint, with high-gloss paint. Adjacent stores should have their fronts designed individually rather than according to a repeated template.
- **Simple Facades:** The major articulation of facades should be confined to the corners of the urban block, the arc around corners, and at designated vista terminations.
- **Aligned Openings:** The tops of windows and doors should be aligned to avoid confusing perspectival views.
- **Sill Emphasis:** Window sills should be emphasized more than window headers. The bottom of the window can use the emphasis of the shadow line, while the top already has one.
- **Soffit Emphasis:** In most buildings, the underside of the overhang is more visible than the roof. The soffit should therefore receive a greater amount of attention and budget than it is typically afforded.
- **Mullions:** Mullions and muntins provide privacy by diffusing problematic views. They should be used on residential windows facing onto sidewalks and courts, but they should be avoided on retail windows, which require transparency.
- **Courtyard Landscaping:** The landscaping of courtyards should be simple. Brick paving, large trees, and benches are often enough.
- **Awnings:** Retail establishments should use awnings at their Frontages. Awnings shall be 5'-10" deep, retractable, and rectangular with no side panels or lettering.

USES ALLOWED

Residential: Premises available for long-term human habitation by means of ownership and rental, but excluding short-term letting of less than a month's duration. Included under Residential use may be Bed and Breakfasts with 8 or fewer guest rooms, home offices and home artisan studios no larger than 1500 s.f.
 Examples: houses, rowhouses, apartments, condominiums, Artesian Live/Work space etc.

Lodging: Premises available for short-term human habitation, including daily and weekly letting. Food service may be provided at all times. Bed and Breakfasts with 8 or fewer guest rooms may be considered as a Residential use.
 Examples: hotels, hostels, inns, etc.

Office: Premises available for the transaction of general business, but excluding retail sales and manufacturing activity. Home offices no larger than 1500 s.f. may be considered a Residential use.
 Examples: law offices, medical offices, banking back offices, telecommunicating centers, etc.

Retail: Premises available for the commercial sale of merchandise and prepared foods, but excluding manufacturing activity.
 Examples: markets, stores, shopfronts, outlets, convenience centers, entertainment, restaurants, cafes, bars, night clubs, etc.

Civic: Premises available for non-for-profit organizations dedicated to: religion, arts and culture, education, government, social service, transit, and the like. Civic uses are conditional by approval of the Planning Board.
 Examples: church, temple, mosque, meeting hall, school, post office, day care center, bus stop, etc.

Ferry Stop and Light Rail: However, parking is not a necessary or accessory support for the permitted transit use. (Parking for these uses may only be permitted on an interim basis, with Planning Board approval.)

Marina: Premises containing any dock, pier, bulkhead, mooring or similar structure under similar or related ownership, and providing permanent or semi-permanent dockage to five or more vessels. They may also include ancillary facilities, such as, but not limited to: dry storage areas; public launching facilities; berth spaces; repair, maintenance and sales facilities; public restrooms; fuel sales and pumping facilities.

Entertainment Cultural: Premises containing cultural, arts, or entertainment uses that provide activities and interactive facilities for residents and visitors.
 Examples: performance spaces, museums, galleries, arts-related retail shops

USES PROHIBITED

- Drive-through commercial where patrons remain in automobiles, except service stations, book and video drops, and banking facilities.
- Gas and service stations.
- Vending machines, except within buildings.
- Billboards.
- Commercial Kennels and animal husbandry facilities.
- Prisons except as accessories to police stations.
- Terminals for large scale transportation.
- Depots for large scale storage or distribution of goods.
- Scrap Yards for the processing, storage and disposal of waste materials.
- Automotive sales, repair, or long-term storage.
- Mineral Extraction or mining.
- Cell phone towers.
- Labor pool buildings, halfway houses, and food pantries.
- Landfills and Dumps.
- Adverse Impacts in General: uses with negative consequences of a use on adjacent lots, usually as a result of noise, vibration, odor, pollution, or socioeconomic disruption. Consequences confined to the lot boundary are not considered to create adverse impact. Specific performance standards may be set by the City.
- Surface parking lots along street frontages.
- Commuter and commercial parking lots or structures.
- Upland Dry Dock

USE DISTRIBUTION

As indicated in the Regulating Plan: all uses are allowed (but none required) throughout the development, with the following exceptions.

Retail Frontage Required: those Frontage Lines designated on the Regulating Plan that are required to provide a storefront at sidewalk level for Retail use as described herein. These are located to provide a retail continuity that is necessary for merchant success.

Retail Frontage Optional: those Frontage Lines designated on the Regulating Plan that are allowed to provide a storefront at sidewalk level for Retail use as described herein. These are located in the areas of the development where Retail use is not considered detrimental. Other areas intended for a quieter atmosphere remain unmarked.

100% Residential Frontage Required: those Frontage Lines designated on the Regulating Plan that may provide no Lodging, Office, Retail, or Civic use, as described herein. These are located in areas where strictly residential atmosphere is desired.

LIBERTY HARBOR NORTH

LANDSCAPE REGULATIONS

INSTRUCTIONS FOR THE PUBLIC LANDSCAPE

Soil Handling and Top Soil

Soil excavated from construction areas shall be removed from the site. Place on all areas to be landscaped topsoil that is friable, fertile, natural loam, free of subsoil, stover, roots, noxious plants and extraneous matter to a depth of 3 feet from finished grade as a subsoil cap and new planting root growth zone. Under each tree location, extend topsoil trench to 3-foot depth.

Provide continuous 3-foot-deep trenches of high quality topsoil for planting of street trees along street boulevards to widths as specified between municipal curb and sidewalks in lieu of individual tree pits. Under each tree location, extend topsoil trench to 4-foot depth.

Soil Compaction

The deep soil structure of planting areas within parks and street allowances shall be protected by barriers during construction from compaction by heavy equipment and stockpiling of materials.

Tree grates shall be placed around each street tree supported from below at its perimeter by a concrete footing to reduce compaction and facilitate pedestrian movement directly at the base of each tree.

An expanded late fall admixture can be added to the sub-base for modular paving over planting trenches between street trees along boulevards to compensate for compaction and promote root growth.

Hydrology

All boulevard street tree plantings shall have surface watering/fertilizing access pipes and subsurface drainage outlets.

The Waterfront Drive (DR-95-34-bk) and Large Street (ST-60-34) that front on the Morris Canal Basin and define a water front of regional significance shall have an in-ground irrigation system for street trees.

All sodded areas and planting beds in parks shall have irrigation systems.

Site grading and permeable surfaces shall promote maximum return of clean rainwater within parkland, with flat areas graded to 2% maximum. Contaminated surface drainage shall be carried away from landscaped areas.

Plant Stock

Listed plant species shall be thoroughly searched by a plant broker before consideration of alternate species.

Street trees shall have a branch height of 6 feet minimum at planting. Trees within the Tidewater Basin Park shall have a branch height of 10 feet minimum at planting.

All trees shall be of 3.5 inches caliper minimum.

Scarlet Oak shall be dug and planted only during the Spring planting season.

Lawns shall be carefully graded, leveled and sodded with a drought-resistant and low-maintenance grass mixture.

Planting and Plant Care

Strategically phase street tree planting to ensure procurement of large quantities of uniform and consistently sized specimens of specifically selected species.

Plant trees only during appropriate Spring and Fall planting seasons to the highest arboricultural industry standards.

Fertilization shall be yearly with a balanced, full spectrum inorganic commercial fertilizer applied at a rate adjusted to remedy deficiencies identified by soil testing reports.

PLANT LIST FOR THOROUGHFARES

DR-95-34-bk

Tree Species: Bloodgood London Plane Tree
Alternate Species: Bannann Horsechestnut

BY-14A-30

Tree Species: Morris Boulevard
Alternate Species: Trackside: Lacebark Elm
Tree Species: Trackside: Glenleven Littleleaf Linden
Alternate Species: Curb-side: Scholartree
Curb-side: Shademaster Honeylocust

PV-80-20

Tree Species: Park Avenue
Alternate Species: Green Ash
Japanese Yuliflow

AV-80-34

Tree Species: Liberty View Avenue
Alternate Species: Princeton American Elm
Green Ash

PV-80-20

Tree Species: Park Avenue
Alternate Species: Green Ash
Turkish Hazel

ST-60-34

Tree Species: Large Street I
Alternate Species: Bloodgood London Plane Tree
Bannann Horsechestnut

ST-60-34

Tree Species: Large Street II
Alternate Species: Morris Channel Frontage: Bloodgood London Plane Tree
Morris Channel Frontage: Bannann Horsechestnut
Elsewhere: Scholartree
Elsewhere: Maidenhair Tree

ST-60-30

Tree Species: Street
Alternate Species: Scarlet Oak
Pin Oak

ST-46-20

Tree Species: Half Street
Alternate Species: Maidenhair Tree at East Urban Marina
Sugar Maple at Boys Club
Bradford Callery Pear at East Urban Marina
Autumn Blaze Red Maple at Boys Club

PUBLIC TRACTS

Central Square

Tree Species: Dawn Redwood; American Yellowwood;
Saucer Magnolia
Colonado Spruce; Chinese Flowering Dogwood; Serviceberry

Central Waterfront Park

Tree Species: Bloodgood London Plane Tree
Alternate Species: Bannann Horsechestnut

West Waterfront Park

Tree Species: Bloodgood London Plane Tree
Alternate Species: Bannann Horsechestnut

School Yard

Tree Species: Shademaster Honeylocust
Alternate Species: Autumn Blaze Red Maple

West Train Station

Tree Species: Turkish Hazel
Alternate Species: Maidenhair Tree

Boys Club Yard

Tree Species: Sugar Maple
Alternate Species: Autumn Blaze Red Maple

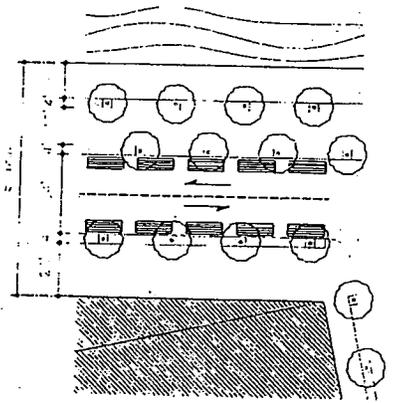
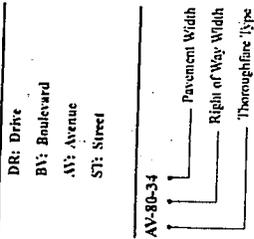
East Urban Marina

Tree Species: Maidenhair Tree
Alternate Species: Bradford Callery Pear

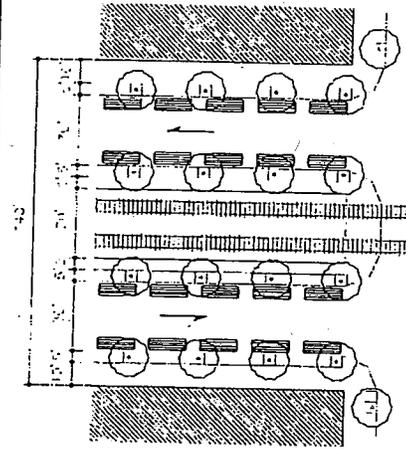
Marina Belvedere

Tree Species: Princeton American Elm
Alternate Species: Green Ash

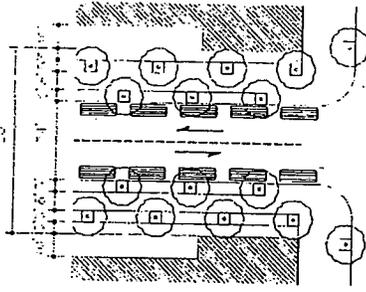
THOROUGHFARE TYPE



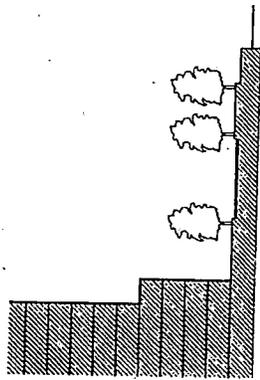
AV-80-34



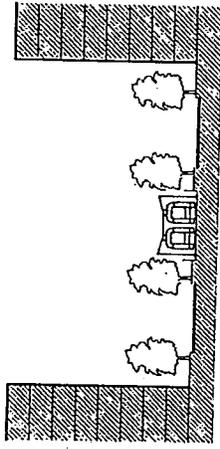
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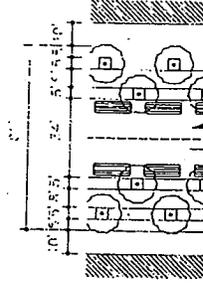
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DR-95-34



BV-140-30



AV-80-34

Type	
Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	95 feet minimum
Pavement Width	34 feet
Curb Radius	15 feet
Vehicle Design Speed	25 MPH
Pedestrian Crossing Time	2.7 seconds
Sidewalk Width	27 feet/24 feet
Planter Width	4 feet
Planter Type	Square tree grate in paving stone
Planting	Staggered at 24' o.c. Ave.
Tree Species	Bloodgood London Plane Tree
Other	

Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	140 feet, but varies
Pavement Width	30 feet/30 feet
Curb Radius	15 feet
Vehicle Design Speed	25 MPH
Pedestrian Crossing Time	8.6 seconds + 8.6 seconds
Sidewalk Width	15 feet/10 feet
Planter Width	5 feet
Planter Type	Square tree grate in paving stone
Planting	Aligned at 20' o.c. Ave.
Tree Species	Truckside: Lacebark Curb Side: Scholares
Other	Includes 50 foot median with a raised ramped by planters and sidewalks. Grade Level of rail track top is 1 foot below street grade.

Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	140 feet, but varies
Pavement Width	30 feet/30 feet
Curb Radius	15 feet
Vehicle Design Speed	25 MPH
Pedestrian Crossing Time	9.7 seconds
Sidewalk Width	23 feet
Planter Width	5 feet
Planter Type	Square tree grate in paving stone
Planting	Staggered at 28' o.c. Ave.
Tree Species	Princeton American Elm
Other	Interior tree row drops off where frontage line meets property line (on subcut).

Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	140 feet, but varies
Pavement Width	30 feet/30 feet
Curb Radius	15 feet
Vehicle Design Speed	25 MPH
Pedestrian Crossing Time	9.7 seconds
Sidewalk Width	23 feet
Planter Width	5 feet
Planter Type	Square tree grate in paving stone
Planting	Staggered at 28' o.c. Ave.
Tree Species	Princeton American Elm
Other	Interior tree row drops off where frontage line meets property line (on subcut).

LIBERTY HARBOR NORTH

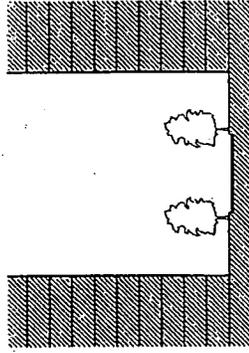
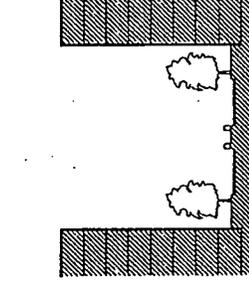
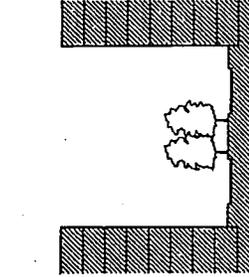
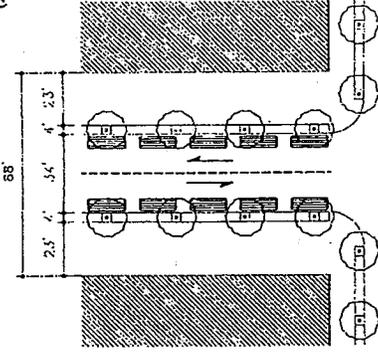
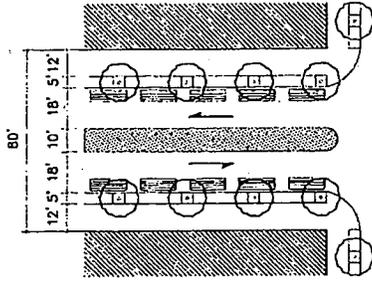
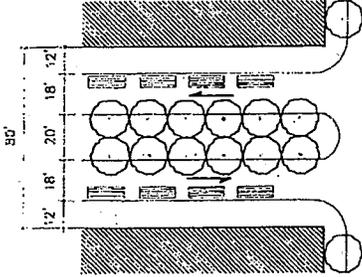
THOROUGHFARE STANDARDS

(2 OF 3)

THOROUGHFARE TYPE

- DR: Drive
- BV: Boulevard
- AV: Avenue
- ST: Street

AV-80-34



AV-80-34

AV-80-20

ST-88-34

Type	Park Avenue
Movement	Free Movement
Traffic Lanes	Two One-way Lanes
Parking Lanes	Outer Side, Each Direction
R.O.W. Width	80 feet
Pavement Width	20 feet/20 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	5.7 seconds + 5.7 seconds
Sidewalk Width	15 feet
Planter Width	5 feet
Planter Boulevard Treatment	Square planter tree pits in paving stone median
Planting Interval	Repeating at 28' o.c. Ave.
Tree Species	Green Ash
Other	27' wide lined median

Type	Park Avenue
Movement	Free Movement
Traffic Lanes	Two One-way Lanes
Parking Lanes	Outer Side, Each Direction
R.O.W. Width	80 feet
Pavement Width	20 feet/20 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	5.7 seconds + 5.7 seconds
Sidewalk Width	15 feet
Planter Width	5 feet
Planter Boulevard Treatment	Square tree grate in paving stone
Planting Interval	Repeating at 24' o.c. Ave.
Tree Species	Green Ash
Other	Hedges in Median

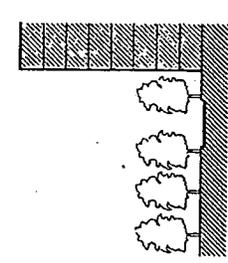
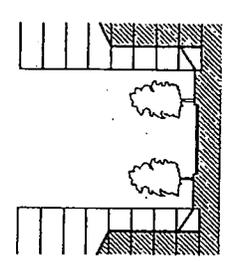
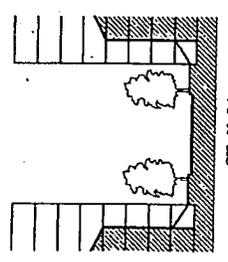
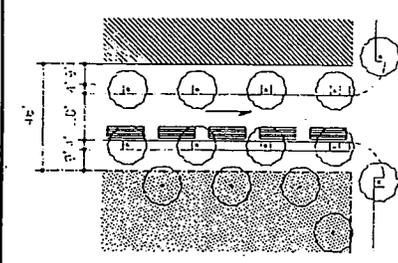
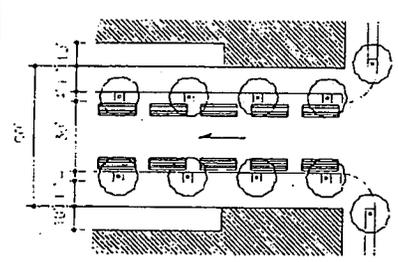
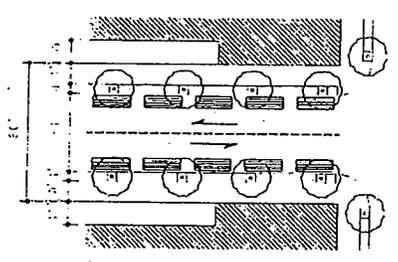
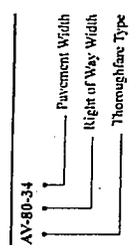
Type	Large Street
Movement	Free Movement
Traffic Lanes	Two Ways
Parking Lanes	Both Sides
R.O.W. Width	88 feet
Pavement Width	34 feet
Curb Radius	15 feet
Vehicular Design Speed	25 MPH
Pedestrian Crossing Time	9.7 seconds
Sidewalk Width	27 feet
Planter Width	4 feet
Planter Boulevard Treatment	Square tree grate in paving stone
Planting Interval	Repeating at 24' o.c. Ave.
Tree Species	Blooded London Plane Tree
Other	

LIBERTY HARBOR NORTH

THOROUGHFARE STANDARDS

(3 OF 3)

THOROUGHFARE TYPE
 DR: Drive
 BV: Boulevard
 AV: Avenue
 ST: Street



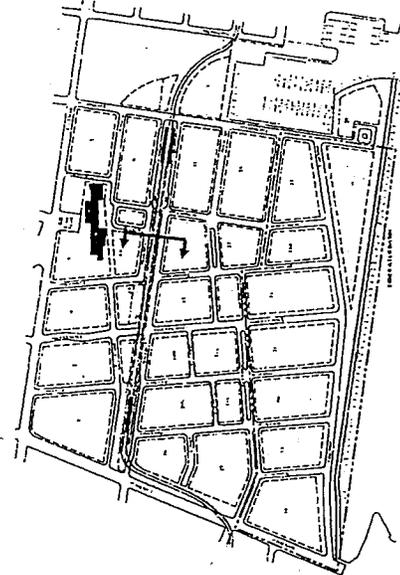
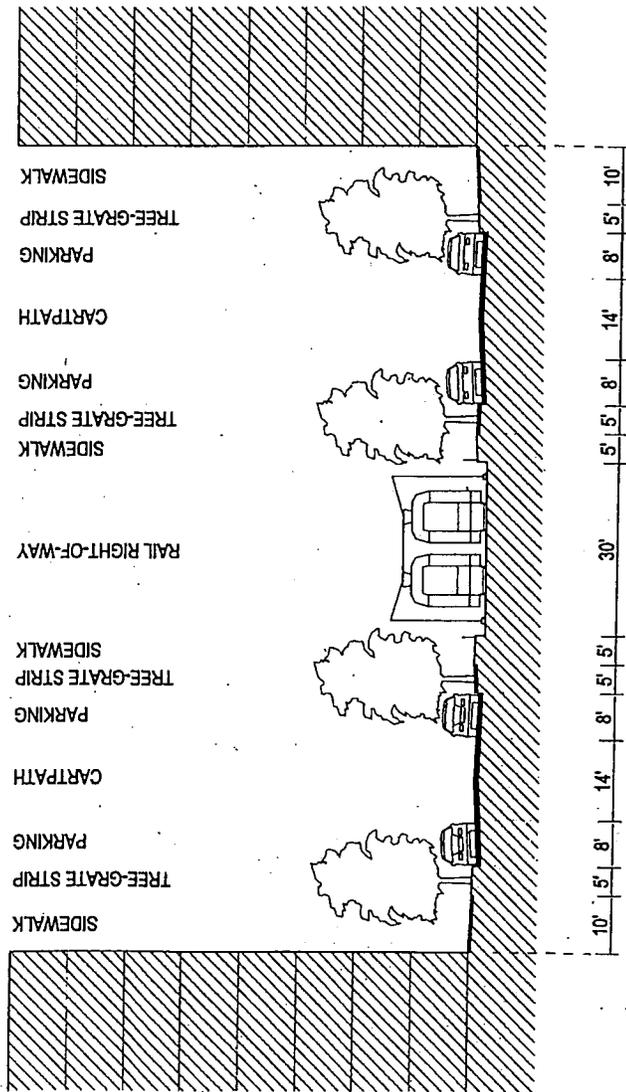
Type	Movement	Traffic Lanes	Parking Lanes	R.O.W. Width	Pavement Width	Curb Radius	Vehicle Design Speed	Pedestrian Crossing Time	Sidewalk Width	Planter Width	Planter Boulevard Treatment	Planting Interval	Trees Species	Other
Large Street II	Free Movement	Two Ways	Both Sides	60 feet	34 feet	15 feet	25 MPH	9.7 seconds	13 feet	4 feet	Square tree grates in paving stone	20' o.c. Avg. 34' o.c. Avg. at Canal	Scholar Tree; at Canal: Frontages; Bloodwood London Plane	
Street	Free Movement	One Way	Both Sides	60 feet	30 feet	15 feet	25 MPH	8.6 seconds	13 feet	4 feet	Square tree grates in paving stone	Repeted at 24' o.c. Avg.	Scarlet Oak	
Half Street	Free Movement	One Way	One Side	46 feet	30 feet	15 feet	25 MPH	5.7 seconds	13 feet	4 feet	Square tree grates in paving stone	34' o.c. Avg.	Maidenhair Tree at East Urban Marina Sugar Maple at Buss Club Yard	

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LIBERTY HARBOR NORTH

MORRIS BOULEVARD SECTION: I

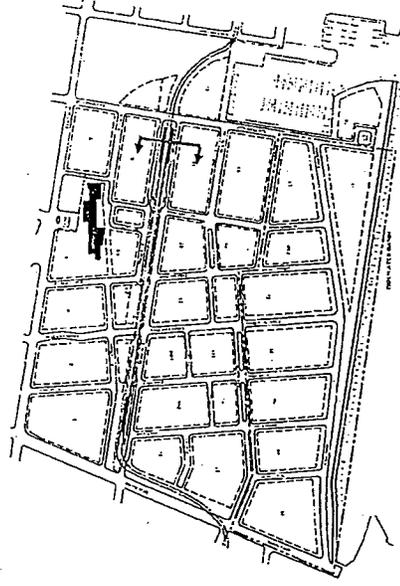
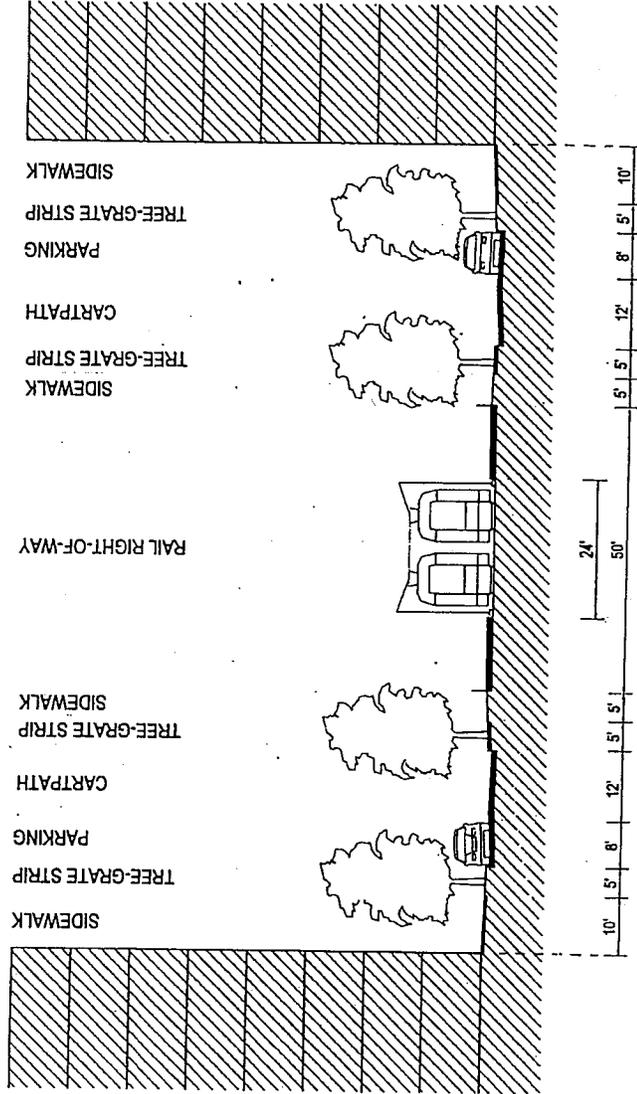
MORRIS BOULEVARD TYPICAL SECTION



MORRIS BOULEVARD SECTION: II

LIBERTY HARBOR NORTH

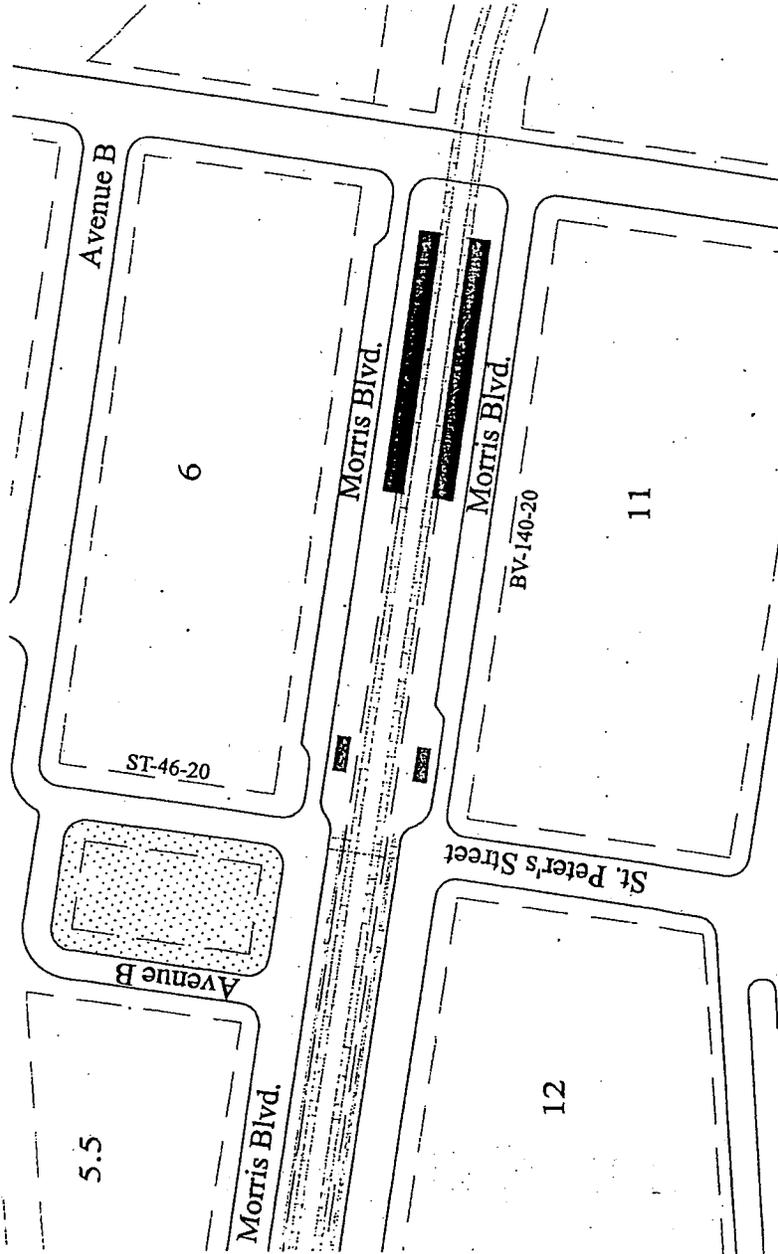
MARIN BOULEVARD STATION (1 OF 2)



MORRIS BOULEVARD SECTION: II

LIBERTY HARBOR NORTH

MARIN BOULEVARD STATION (20F2)

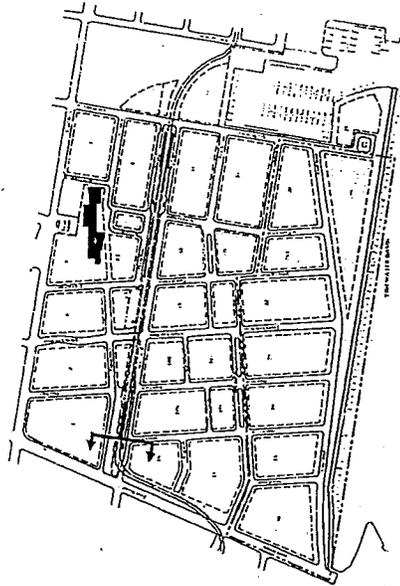
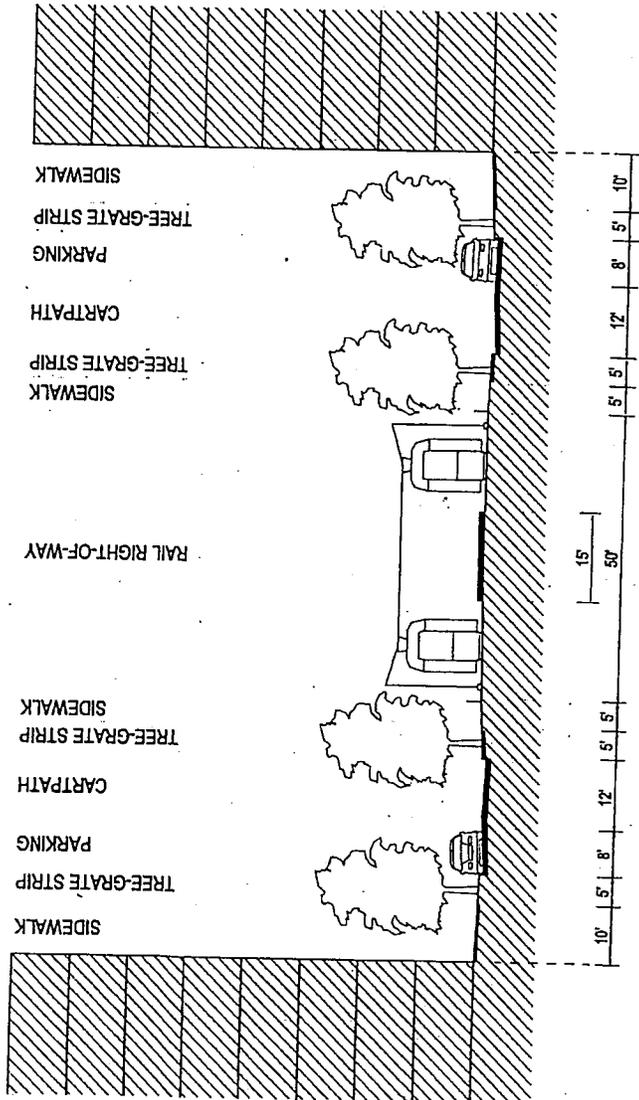


Lines in roadway do not necessarily indicate striping (to be determined), but indicate likely carpath configurations.
Parking lanes near the station are suitable for taxi and limousine pick-up and drop-off.

LIBERTY HARBOR NORTH

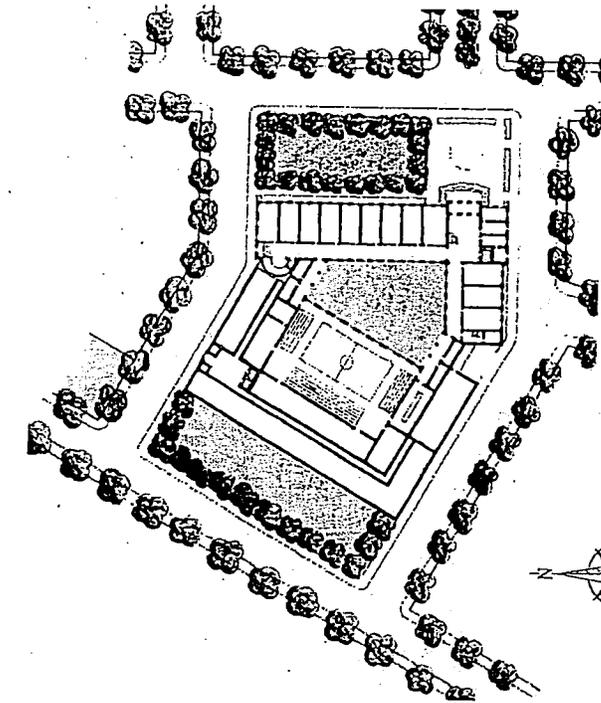
MORRIS BOULEVARD SECTION: III

JERSEY MEDICAL CENTER STATION

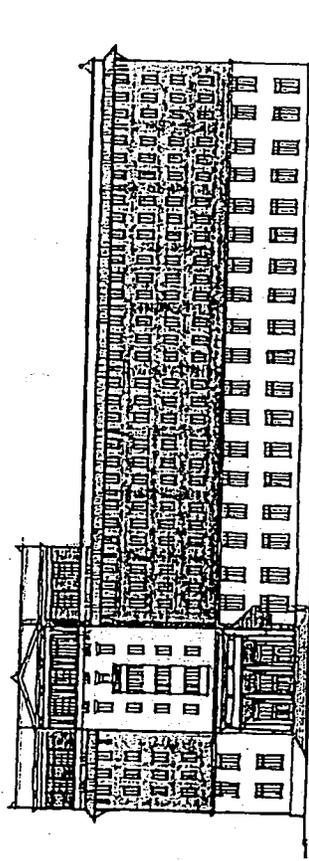


VI. BUILDINGS

LIBERTY HARBOR NORTH



Floor Plan



Elevation

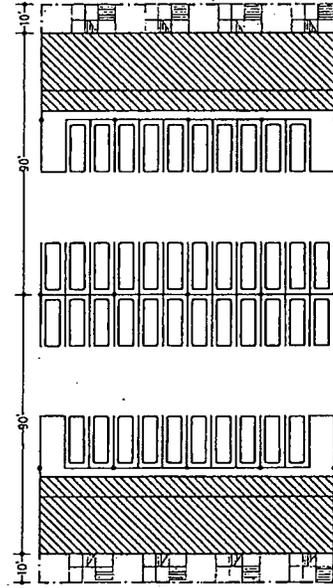
APPENDIX

Like many city schools, the elementary school is located in the lower stories of a taller residential apartment building. This building's elevation and skyline were designed to appropriately receive the visual axis of Park Avenue, which terminated on the school's main entrance. However, the enlargement of the Central Square has resulted in that axis now terminating on the buildings southeast corner, so a revised design is warranted. The school sits behind a formal yard and is organized around a central green that provides light to its main hallway and gymnasium. Classrooms face south and east, and the Gymnasium is wrapped to the north and west by apartments and the main residential lobby. The building can sit atop a basement parking lot.

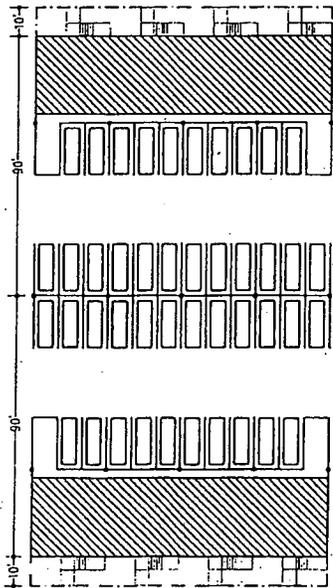
In this drawing, the school is shown as occupying a two-story base, but a one- or three-story school base is also possible.

LIBERTY HARBOR NORTH

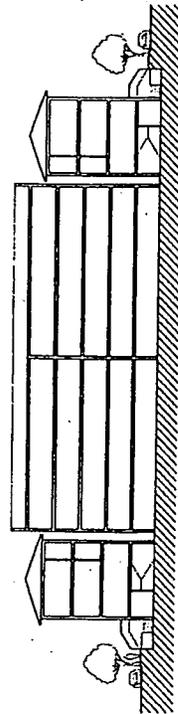
S-Class (1 OF 4)
Liner building with parking structure



Upper Stories



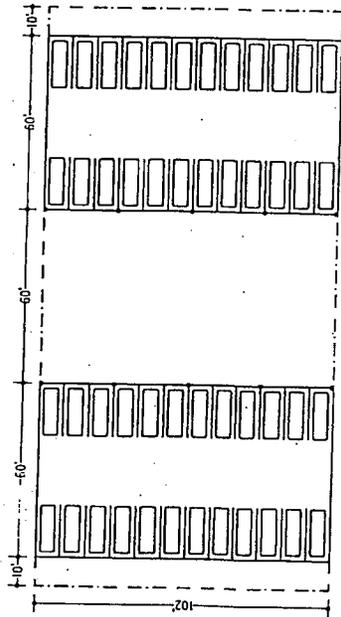
Lower Story



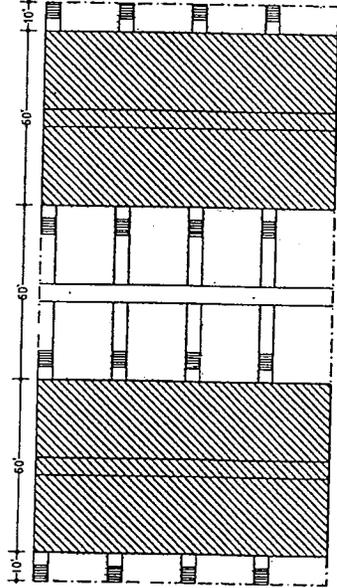
Section

The S-Class Liner Building is located at the middle of blocks facing the area's narrower north-south streets. The Liner Building and the M-Class Slab Building work together symbiotically to create city blocks, which contain yet mask the necessary amount of parking. (The Liner Building may be used to mask parking lots serving additional buildings as well.) The Liner Building's dominant characteristic is that it is low (typically 4 stories high) and shallow (typically 30' deep) so as to require light from one side only. These buildings tend to vary in two respects: their internal configuration and their relationship to the parking lot behind. Internal Configuration: These buildings contain only residential (or home-office) uses, but these residential units may take the form of stacked flats, stacked duplexes, triplexes atop flats, or other combinations. Units at the ground and first-floor levels are accessed directly from the front sidewalk via gardens and stoops (within a 10' setback), while upstairs flats may be organized along a rear corridor. Relationship to Parking: these units may or may not rely on the parking lot behind to meet their parking needs. If they do, access may be provided from the parking lot into the units or their rear hallway. Even if they do not do so, the stairs and elevators of the parking garage should be located within the body of the liner building, so that they may directly access the street front. As shown, it is structurally simpler to create a break between the two structures, but this break can be bridged as necessary for circulation.

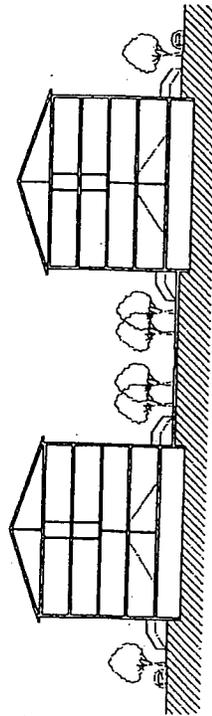
In many cases, the parking lots will not fill the entire mid-block area. A minimum of 20% of the S-Class units, rather than lining a parking structure, shall possess a rear yard. In this case the units may be as much as 60' deep, since they receive light from both front and rear. This option is also discussed in the second paragraph on the next page.



Lower Story



Upper Stories



Section

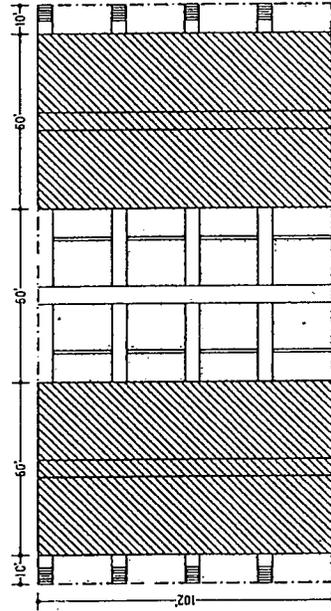
These rowhouse-scale mid-block buildings are presented as a possible alternative to the Liner Building. They consist of two stories of flats on double-loaded corridors, atop duplex units. Buildings are located above their own parking, and two buildings face each other across a grade-level mid-block pedestrian mews. The upstairs flats are accessed via an elevator core off of a first floor lobby; while the duplexes are accessed directly via stoops, half on the street and half on the mews. The elevator also serves the parking level, which has stairs up to the street and to the courtyard.

Another option, not shown but likely to be used, replaces the central mews with rear yards belonging to larger rowhouses that may run the full depth of the 60' building block shown. Fences between the yards would replace the mid-block paths shown in the above drawing.

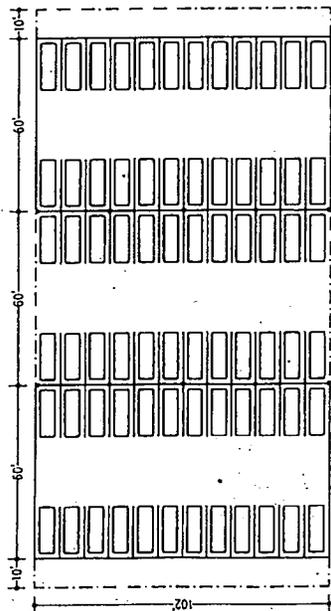
BUILDING

LIBERTY HARBOR NORTH

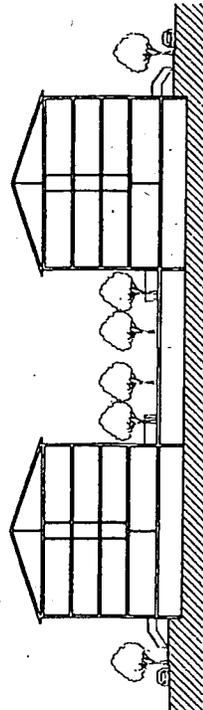
S-Class (3 OF 4)
Optional Mews Corridor Apartments II with through-block parking



Upper Stories



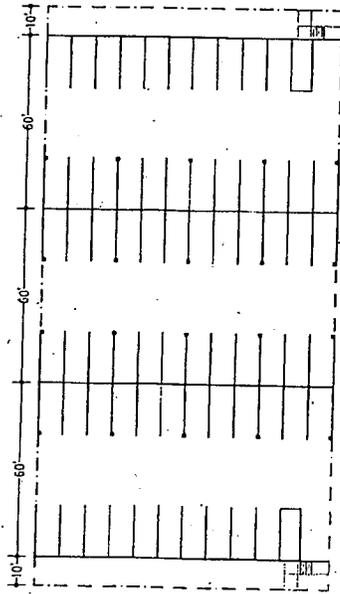
Lower Story



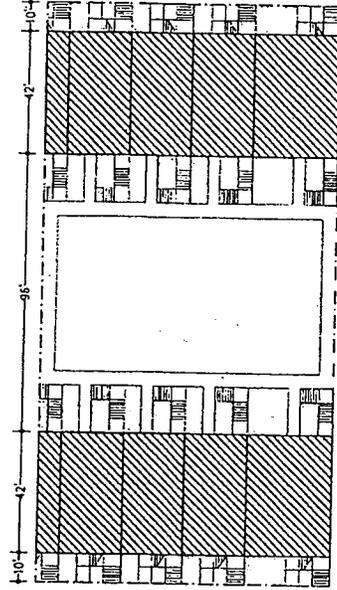
Section

This higher-density version of the previous scheme, another possible alternative, elevates the mid-block mews over additional parking, such that the entire block becomes a very efficient parking lot. This configuration allows for more units within the building, so that all of the apartments can be flats. Or, the previous configuration of units could be used (Mews Corridor Apartments I), with the excess parking serving a nearby building. Again, apartments on the first floor would be accessed directly from the exterior, not from a hallway. In this scheme, the green-facing units have walled front gardens for privacy.

S-CIRCS (4 OF 4)
Optional Courtyard Rowhouse duplex over duplex with parking below ground level



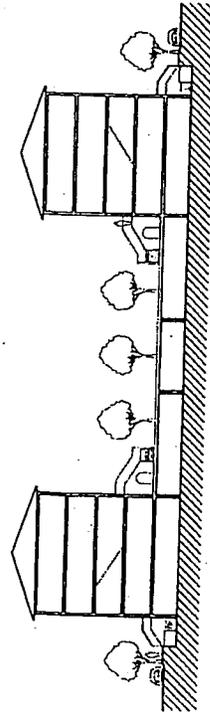
Lower Stairs



Upper Stairs

The Courtyard Rowhouse is another possible alternative mid-block scheme that provides more parking than it needs. In a configuration that is also suggested elsewhere, the front building consists of a duplex over a duplex. This is a challenging system, because one must climb two flights of stairs to reach the upper duplex. The solution is to have the first flight consist of an exterior stoop, with the second flight located inside the front door. This scheme has an additional twist: the upstairs duplex places its stoop on an internal courtyard which covers a through-block parking lot. In this way each duplex has its own address, and the covered parking lot can help serve larger buildings nearby.

These S-type building layouts and those that precede it do not represent the full range of possible configurations. In addition to the many solutions that have not yet been considered, it is worth studying how these different types may be effectively combined.

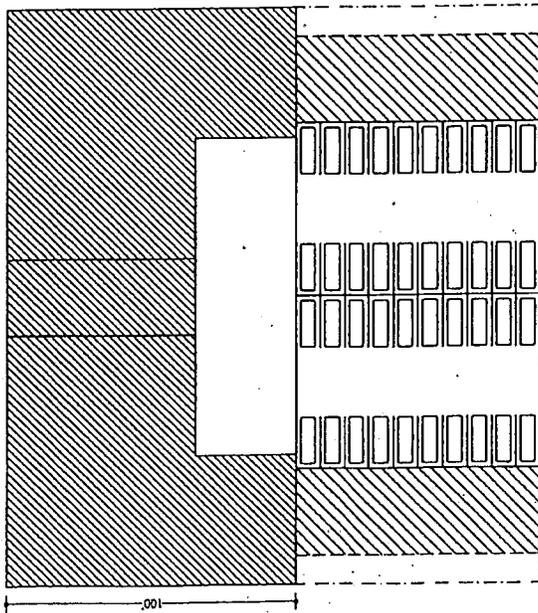


Section

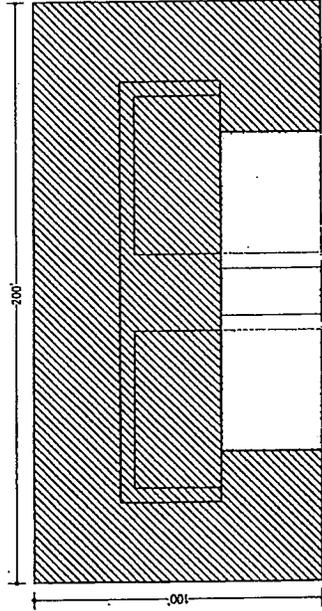
BUILDING

LIBERTY HARBOR NORTH

M-Class
Slab with halfways & separate parking structure

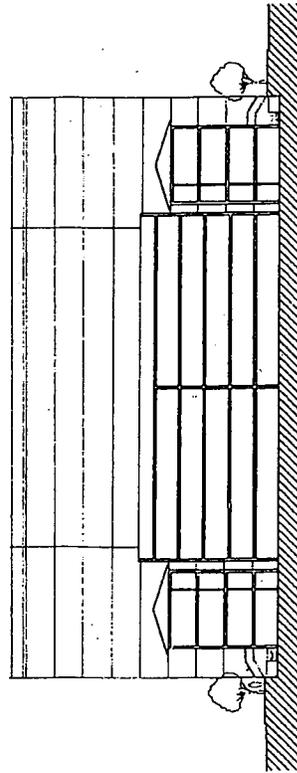


Lower Story



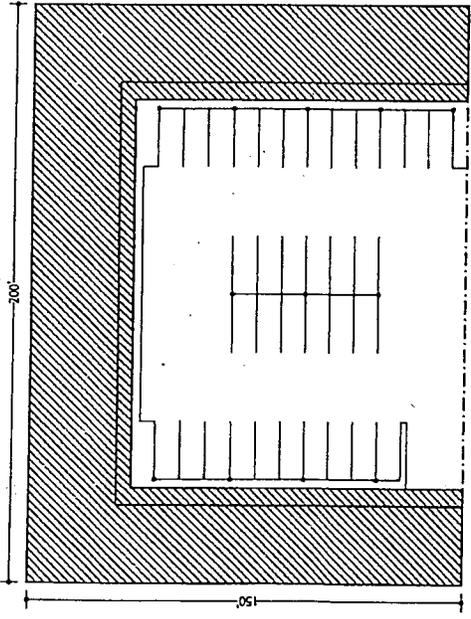
Upper Stories

The M-Class Slab Building is located primarily the ends of blocks facing the area's wider east-west streets. As discussed, the Slab Building and the S-Class Liner Building work together symbiotically to create city blocks that contain yet mask the necessary amount of parking. Typically 8 stories tall (with a 6-story SM-Class variation), the Slab Building may contain its own underground parking, but it relies on a hidden mid-block lot to meet its parking needs. The transition from parking to interior occurs in two ways: along the sidewalk (accessed by street-fronting parking-lot stairs) and across a garden that separates the rear of the building from the parking-lot. This garden is the result of the building's U shape, derived from the fact that the (typically 64'-deep) structure is allowed to wrap the corner to a depth of 100'. Its internal configuration consists of flats along a double-loaded corridor, but it may also contain rowhouses and/or shops at street level. All or some of the building may also contain office uses, unless indicated otherwise in the Regulating Plan. While shown here as a single building, this structure could just as easily be two separate buildings, each with its own elevator core.

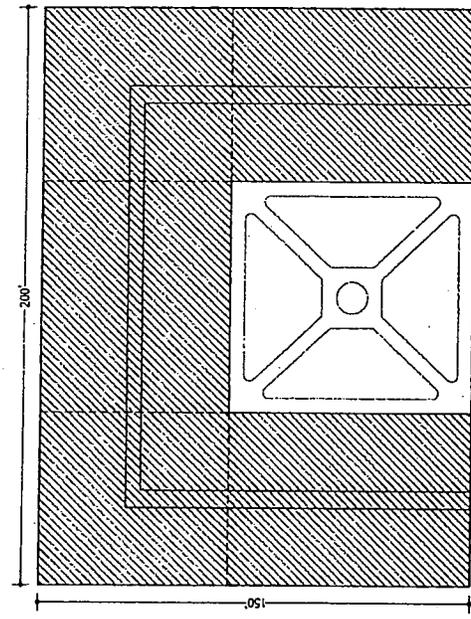


Section

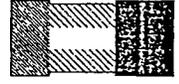
L-Class Tower with hallway system and embedded parking structure



Lower Story

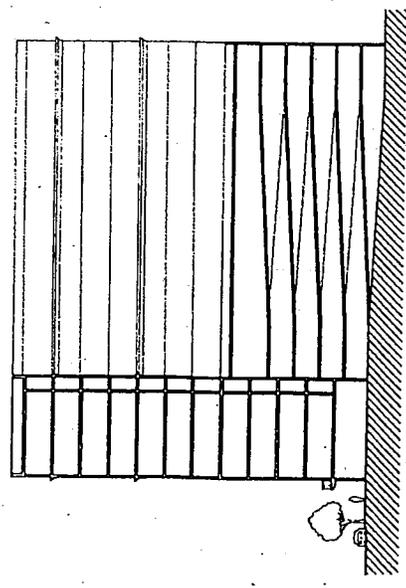


Upper Stories

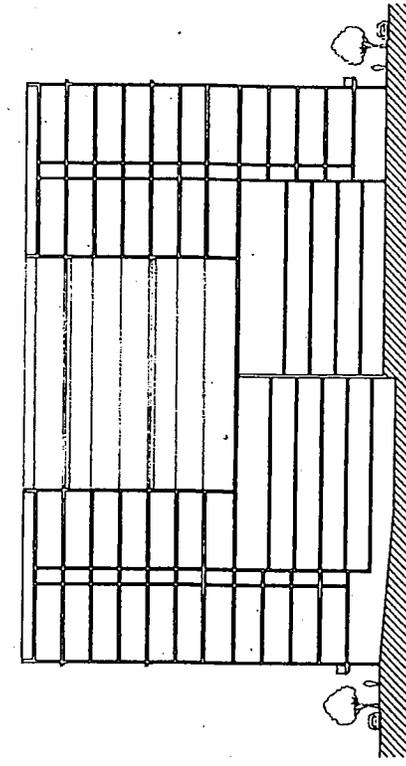


The L-Class Tower is located primarily at the ends of blocks facing the Tidewater Basin. It contains its own parking garage, which it wraps, but it may also satisfy its parking needs in other nearby structures. At its upper stories, it typically consists of flats along a double-loaded corridor. At its lower stories, the interior layer of flats is replaced by the outer edge of the mid-block parking lot, which may also access the internal corridor. The building is typically 16 stories high, with small towers allowed at the corners as further limited by the Regulating Plan and the Urban and Architectural Regulations. The building can have a single elevator core or one at each corner. In several locations along the Tidewater Basin, these buildings contain a triangular 4-story appendage at their base in response to the irregular shape of the blocks. A shorter variation of this building could be used in areas designated for M-class buildings. Where indicated in the Regulating Plan, these buildings may contain retail or office uses at their base and office use above.

A variation of this building 8 stories tall could be used in the areas of the plan zoned for M-class buildings.



Section A



Section B

VII. CAPACITY CALCULATIONS

LIBERTY HARBOR NORTH

CAPACITY SUMMARY

LIBERTY HARBOR NORTH

Block #	Maximum Allowable:		Housing in SF		Housing in Units			Other Uses			TOTAL BUILDING AREA*
	Housing in SF		Total		Liner	Other	Total	Retail	Hotel	Garage	
	Liner	Other	Liner	Other							
1	107,335	602,073	709,408	63	430	493	65,000	0	160,000	789,000	
2	122,345	153,800	276,145	108	110	218	20,000	0	70,000	305,000	
3	0	0	0	0	0	0	25,000	0	0	25,000	
4	103,250	163,800	267,050	97	117	214	20,000	0	70,000	285,000	
4.5	0	119,547	119,547	85	85	170	15,000	0	35,000	120,000	
5	144,000	0	144,000	121	0	121	0	0	25,000	150,000	
6.5	0	229,917	229,917	164	164	328	30,000	0	70,000	255,000	
8	187,000	252,000	439,000	110	180	290	45,000	0	165,000	445,000	
7	0	487,000	487,000	350	350	700	20,000	0	100,000	405,000	
10	0	0	0	0	0	0	45,000	0	150,000	625,000	
11	0	900,000	900,000	0	585	585	30,000	0	250,000	1,175,000	
12	0	412,002	412,002	0	294	294	25,000	0	120,000	490,000	
13	24,000	374,084	398,084	14	287	301	20,000	0	110,000	445,000	
14N	30,898	162,215	193,113	18	116	134	8,500	0	54,000	226,000	
14S	33,772	177,305	211,077	20	127	147	9,500	0	59,000	247,000	
16N	105,550	180,647	286,197	62	129	191	14,000	0	100,000	308,000	
16S	0	101,000	101,000	0	72	72	5,000	0	0	101,000	
18	110,545	123,237	233,782	65	88	153	15,000	0	50,000	245,000	
17	60,000	1,105,000	1,165,000	35	642	677	0	0	140,000	1,165,000	
23	0	280,800	280,800	0	200	200	5,000	0	78,000	363,000	
24	0	570,000	570,000	0	470	470	85,000	530,000	250,000	1,210,000	
28	0	0	0	0	0	0	85,000	0	0	85,000	
Total	1,028,685	6,374,437	7,403,122	713	4,427	5,140	588,000	630,000	2,077,000	9,495,000	

- Note: ATTENTION: These notes are an essential component of the requirements of this table.
- Maximums are per uses, and will thus add up to a figure above the total block area in mixed use blocks. For example, a housing block with optional retail frontage will only be able to achieve maximum retail area by reducing the maximum amount of housing area. In all cases, the total combined area will not be allowed to exceed the total building area in the right hand column. Maximum square footage for each use, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria, such that the maximums indicated in the above chart may not be practically available.
 - By the same logic, the totals at the bottom of this table are not simultaneously achievable. Achieving a maximum in any column would require a reduction of the maximum in another column.
 - The number of units is determined based upon an average unit size of 1,700 sf for line units, 1,400 sf for other units, except on Block 24. Due to the unique requirement that Block 24 must contain a Hotel, the maximum unit count shall be determined exclusively by the Capacity Summary Chart above.
 - Areas designated as office may be converted to residential or hotel use as well, but such additional housing shall average no less than 1,400 sf/unit, except on Block 24 where no additional housing units over the maximum permitted in the Capacity Summary chart shall be permitted.
 - If the amount of residential area is reduced in order to serve other uses as allowed, the maximum number of housing units shall be reduced correspondingly, calculated at 1,700 sf per liner unit, 1,400 sf per other unit.
 - Parking garages are only counted as a part of building area when they are contained within the building. Except for blocks 5.5, 10, 12, 23, 24, 25, and 27, parking garage area is not counted in the building area, and is in addition.
 - Maximum office area in blocks 1, 2, 4-6, 12-21, 23 and portions of block 24, which totals 900,000 sf, may be redistributed differently among the listed blocks as long as the 900,000 sf total is not exceeded.
 - The required hotel on block 24 shall contain a minimum of 250 rooms; and shall also contain a full service restaurant, bar and lounge area, retail shops, meeting rooms, in addition to a swimming pool, fitness center and salon services.

INTENSITY SUMMARY

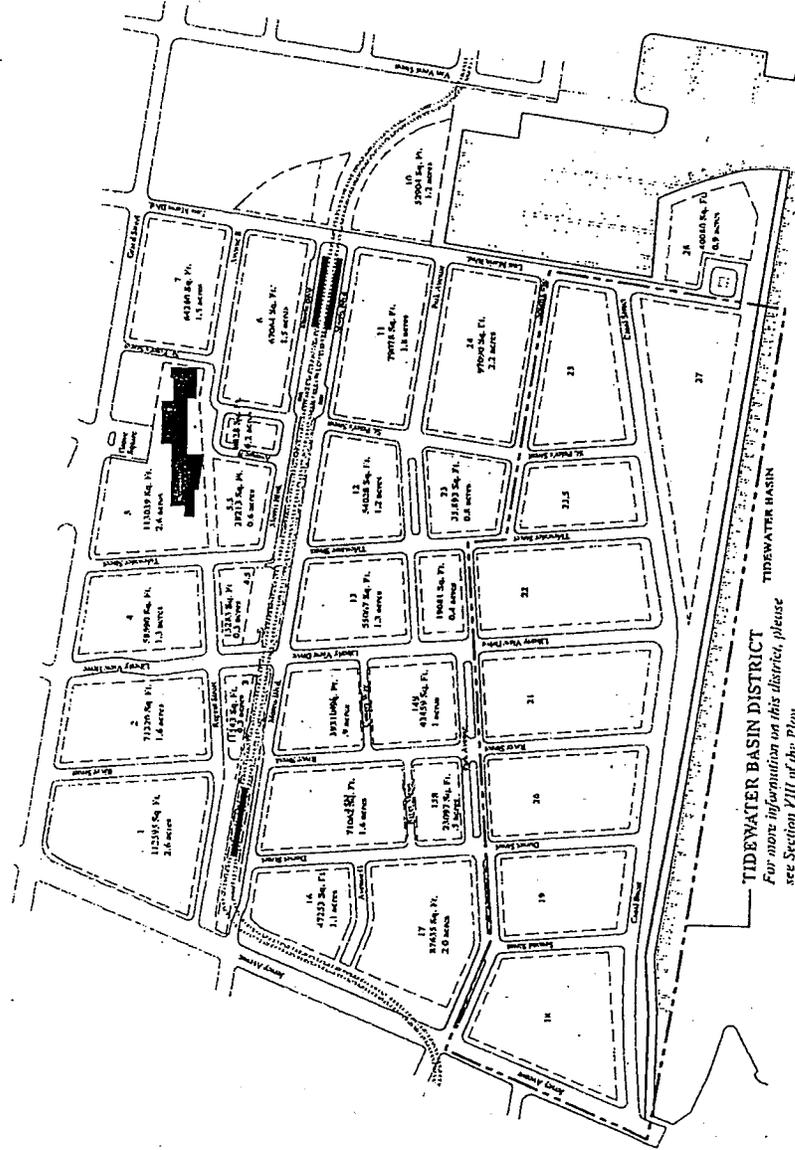
LIBERTY HARBOR NORTH

DENSITY SUMMARY

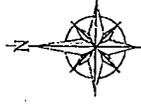
Block Number	Size in Square Feet		Size in Acres		Ratio	Gross/Net	Max Housing	Units/Acre	FAR			
	Gross	Net	Gross	Net					Gross	Net		
1	163,092	112,555	4.20	2.58	1.63	493	709,408	799,000	191	4.38	7.10	
2	113,775	71,320	2.61	1.64	1.60	218	278,145	305,000	83	2.88	4.28	
3	30,375	11,543	0.70	0.26	2.63	0	0	25,000	0	0.02	2.17	
4	97,216	58,590	2.23	1.35	1.65	214	287,050	285,000	96	2.03	4.88	
4.8	46,978	13,283	1.05	0.30	3.54	85	119,547	120,000	70	2.65	9.03	
5	185,908	105,435	3.81	2.43	1.57	121	144,000	150,000	32	0.90	1.42	
5.8	56,492	28,213	1.30	0.65	2.00	164	229,917	255,000	127	4.51	9.04	
6	184,178	87,064	3.64	1.54	2.30	280	439,000	445,000	82	2.89	6.54	
7	97,838	64,280	2.25	1.48	1.52	350	487,000	405,000	156	4.14	6.30	
10	133,258	52,804	3.08	1.21	2.52	0	0	825,000	0	4.89	11.81	
11	140,890	79,078	3.23	1.82	1.78	585	900,000	1,175,000	181	8.35	14.86	
12	102,817	54,028	2.36	1.24	1.90	284	412,002	490,000	125	4.78	9.07	
13	120,381	55,087	2.76	1.28	2.19	281	399,094	445,000	102	3.70	8.08	
14N	76,858	39,310	1.74	0.90	1.93	134	193,113	228,000	77	149	2.88	5.75
14S	72,865	43,459	1.87	1.00	1.86	147	211,077	247,000	88	147	3.39	5.68
16N	115,540	71,082	2.65	1.63	1.63	181	286,197	308,000	72	117	2.67	4.33
16S	44,289	23,097	1.02	0.53	1.92	72	101,000	101,000	71	136	2.28	4.37
18	101,288	47,253	2.33	1.08	2.14	153	233,782	245,000	66	2.42	5.18	
17	144,437	87,635	3.32	2.01	1.65	677	1,185,000	1,165,000	204	337	8.07	13.28
20	85,817	35,893	1.51	0.82	1.83	200	280,800	345,000	132	243	5.85	10.73
21	154,383	87,080	3.54	2.23	1.59	470	570,000	1,210,000	133	211	7.84	12.46
22	86,227	40,080	1.98	0.92	2.15	0	0	85,000	0	0.89	2.12	
Total	2,303,938	1,258,259	52.89	28.88	1.83	5,140	7,403,132	9,496,000	97	178	4.12	7.65

COMPOSITION OF SITE AREA

AREAS	Sq. Feet	Acres	Percentage
Open Space	384,842	8.83	9.22%
Street ROW	1,284,472	29.49	30.80%
Transit ROW	85,809	1.97	2.08%
Open Water	678,146	15.59	16.28%
Total Net Block Area	1,757,516	40.35	42.14%
TOTAL	4,170,720	95.74	100.00%

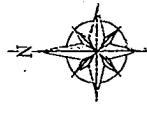
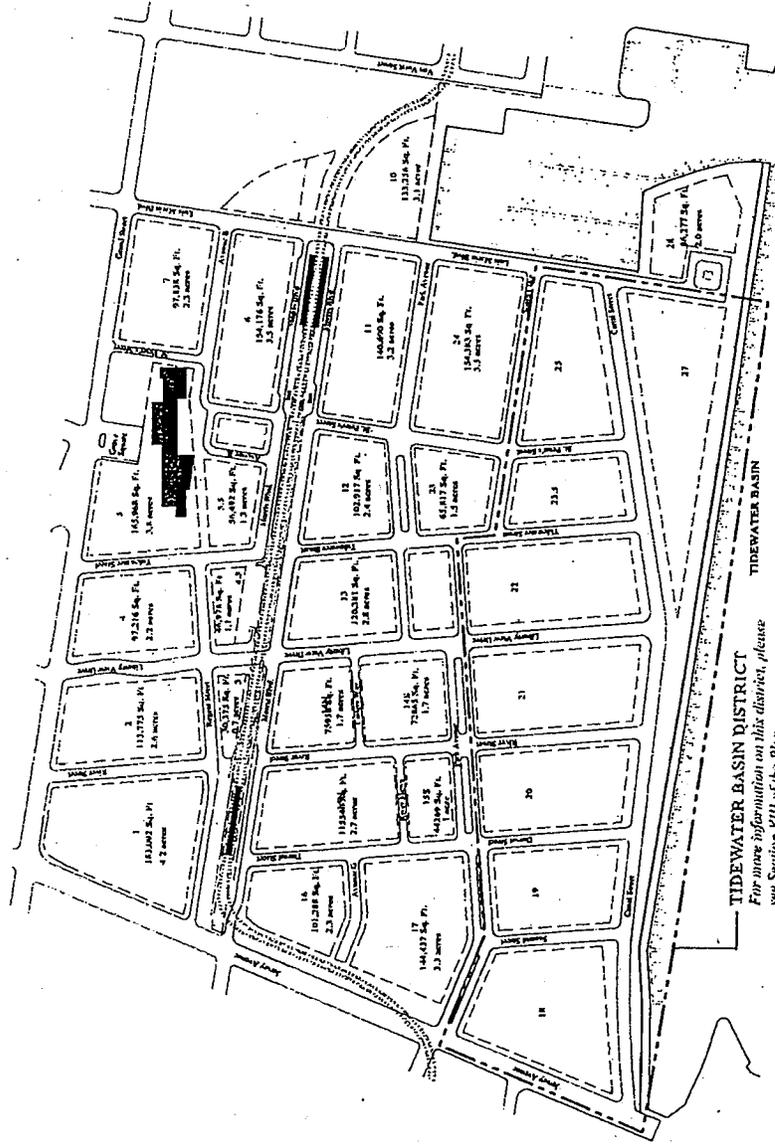


TIDEWATER BASIN DISTRICT
For more information on this district, please
see Section VIII of the Plan



GROSS BLOCK AREA

LIBERTY HARBOR NORTH



TIDEWATER BASIN DISTRICT
 For more information on this district, please see Section VIII of the Plan

LIBERTY HARBOR NORTH

VIII. TIDEWATER BASIN DISTRICT

TIDEWATER BASIN DISTRICT DESCRIPTION

LIBERTY HARBOR NORTH

Tidewater Basin District

An envisioned vision for Liberty Harbor North's waterfront.

Phase I of the Liberty Harbor North Redevelopment Plan has achieved the goal of creating a self-sufficient and vital new neighborhood that capitalizes on its unique location and maximizes new investments in transit. However, upon completion of Phase I, it has become apparent that the Plan Area is too large to be considered a single neighborhood. Instead, further study and examination of the site have suggested that the Redevelopment Area should accommodate several new neighborhoods, each with its own distinct characteristics. For instance, modifications to building heights and bulk along Marin Boulevard have helped create a distinct Marin Boulevard Neighborhood along the eastern portion of the site. The Central Park neighborhood is a residential enclave focused on the Area's central square. Morris Boulevard, the Area's light rail corridor, acts as an important retail center.

The Tidewater Basin District is another distinct neighborhood that has emerged within the Liberty Harbor North Redevelopment Area. Occupying a special location at the water's edge in New York Harbor, the Tidewater Basin District is comprised of seven blocks and a waterfront park along the southern edge of the Redevelopment Area. The District commands permanent and unobstructed long distance views over New York Harbor, the Statue of Liberty, and the Lower New York Bay out to the Verrazano Bridge. Because of this spectacular relationship to the water and other nearby landmarks such as Liberty State Park and Lower Manhattan, the Tidewater Basin District requires a unique treatment that acknowledges the iconic elements that surround the site.

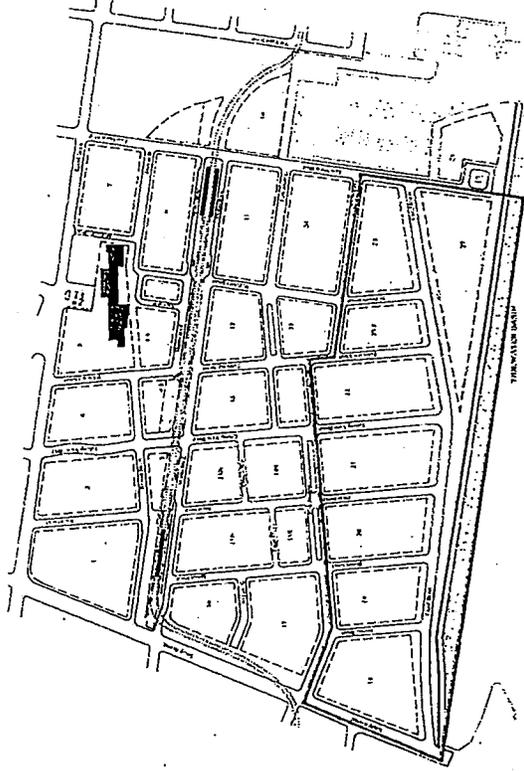
This Plan includes a dramatic increase in the amount of public open space along the Tidewater Basin and creates architectural guidelines for a series of buildings that will line the waterfront. By removing an XL-Class building envisioned as an office tower from Block 27, the new Plan creates 3.1 acres of publicly accessible park space and public boating opportunities. This represents an increase of roughly 1.8 acres over the initial design of the waterfront. The massive public waterfront, with its grand public streets, public park-

ing, waterfront walkway and three acre park, will attract residents and visitors for a variety of activities. The cultural center and focal point of the Liberty Harbor waterfront will be a public plaza located at the foot of Liberty View Drive and Canal Street. This plaza will serve as a gathering place and provide a central location for festivals, exhibits, outdoor markets, and regional cultural events. The Tidewater Park will offer a variety of passive and active recreational opportunities while the Tidewater Basin will be animated by boating activity and a potential ferry to New York.

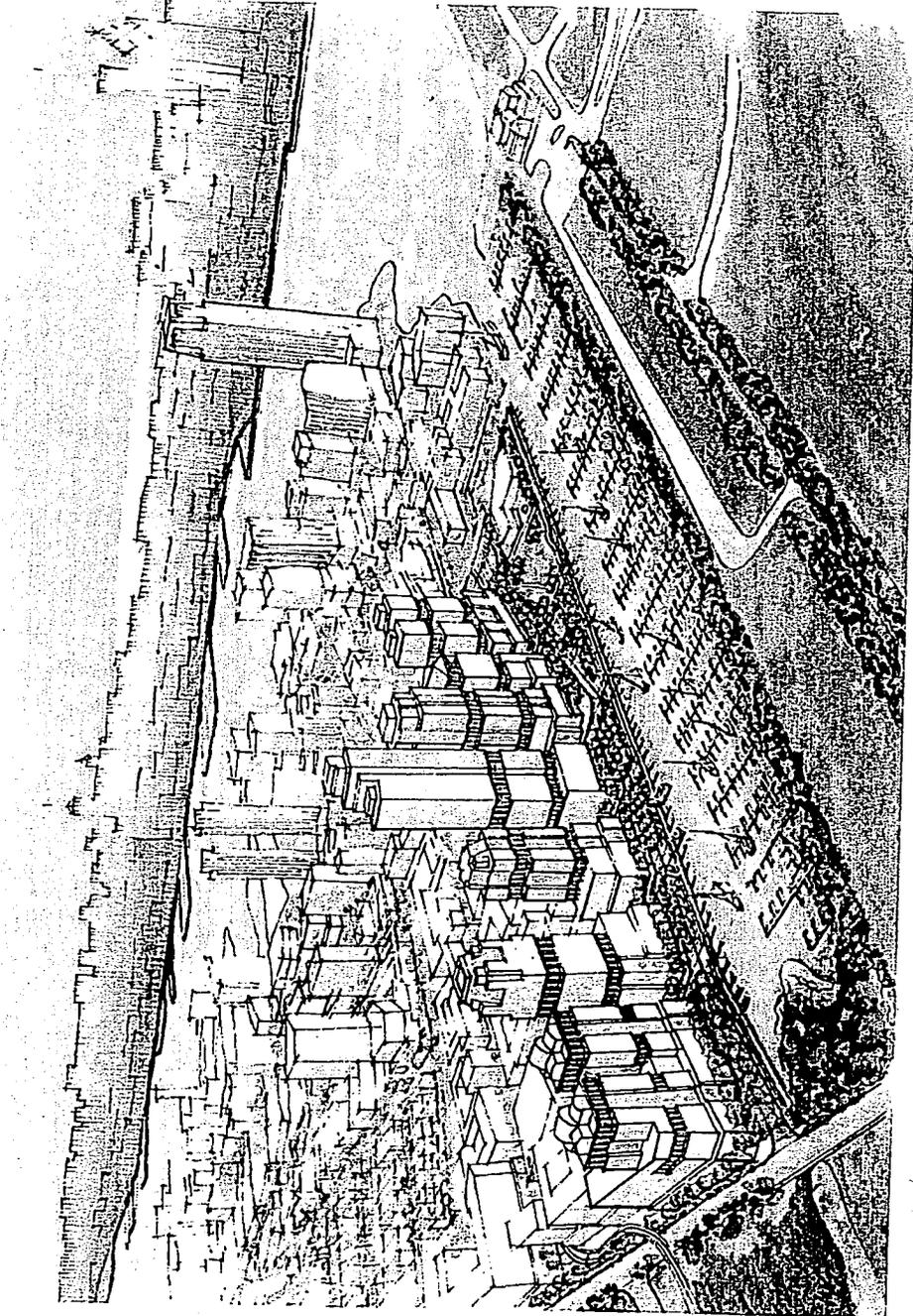
The initial Plan as conceived by Duany Plater-Zyberk and Company remains intact as do the regulations contained in previous sections of the document. The Tidewater District preserves the original street grid and offers water vistas south from every new public street while enhancing the Liberty Harbor neighborhoods to the north. Access to the waterfront and the open space amenities found there are improved through the reorganization of buildings along Canal Street.

This section redefines XL-Class buildings and places them along the southern portions of Blocks 18, 19, 20, 21, 22, 23.5, and 25. Special emphasis has been placed on these buildings because of their unique location and tremendous visibility. Once complete, they will be the crown jewel of Jersey City's revitalized waterfront skyline. The massing of these waterfront buildings has been designed as unified composition of height, mass, shape, and bulk that will be Jersey City's icon in New York Harbor. Individual buildings or groups of buildings will have the opportunity to be designed as signature buildings following the design guidelines set out in the Tidewater District Section.

The Plan also ensures that special attention is paid to prioritizing the pedestrian experience along Canal Street the Waterfront Walkway and all public streets and accessways in the Tidewater Basin District. The Plan emphasizes high quality facade materials and pedestrian amenities on the street to enhance the waterfront experience.



Tidewater Basin District Location
The Tidewater Basin District is comprised of eight waterfront blocks in the Liberty Harbor North Redevelopment Area.



Taken from the southwest, this view highlights the Tidewater Basin District of the Liberty Harbor North Redevelopment Area and its unique relationship to the Tidewater Basin, Jersey City's waterfront, and Lower Manhattan. At the left, the light rail can be seen entering Morris Boulevard.

This rendering shows the general massing of the site and illustrates many of the architectural features prescribed by the Plan to make the buildings within the Tidewater Basin District distinctive. Two of the most important features are the 6th story base created by setbacks and the use of architectural elements that bring horizontal unity to the building composition.

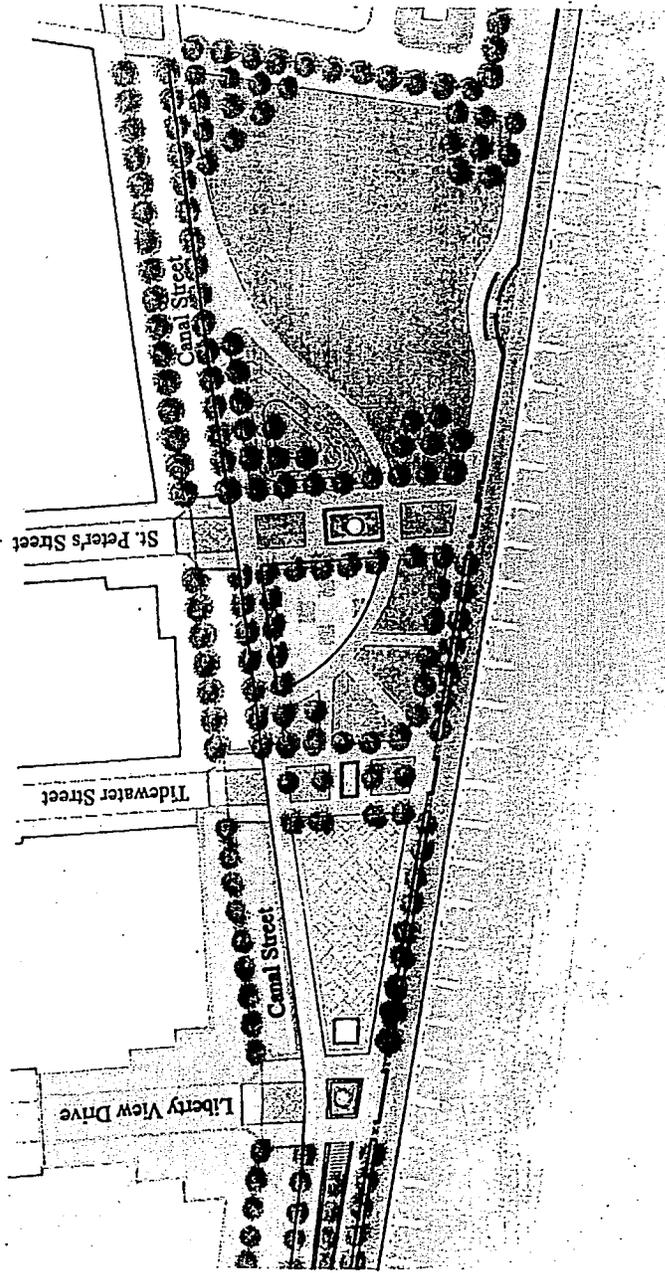
Given its southern exposure, this edge of downtown Jersey City would be in sunlight for the entire day. The buildings along Canal Street front onto an expansive waterfront park and offer dramatic views of the Tidewater Basin, the Statue of Liberty, and Liberty State Park. The tallest buildings are located at the intersection of Liberty View Drive and Canal Street. As Canal Street angles away from the waterfront, it opens eastward vistas of Jersey City's gold coast and the rebuilt World Trade Center.

Like in the best older cities, the amenity of the canal is made entirely public. The Tidewater Basin Park grows out of the waterfront walkway and creates a large dynamic triangular park space between Liberty View Drive and the Marina.

The Tidewater Basin Park expresses the waterfront character of the Liberty Harbor site, providing views across the Tidewater basin to the New York Harbor and the Statue of Liberty. It is located at the foot of Liberty View Drive, where the alignment of Canal Street diverges away from the water's edge and extends to the Marina at Luis Marin Boulevard. For residents and visitors, the park experience begins as you cross Canal Street. Special paving details and textured intersections signal access points to the Park at Liberty View Drive, Tidewater Street, St. Peter's Street, and Marin Boulevard. A series of public art installations will serve as the focal point of each street that terminates into Canal Street. Pathways through the park will be distinctively landscaped and connect these access points directly to the Tidewater Basin. The waterfront treatment will be a continuous edge of terraced pedestrian access, with a promenade, wharf, and boat slips.

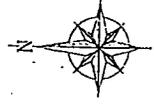
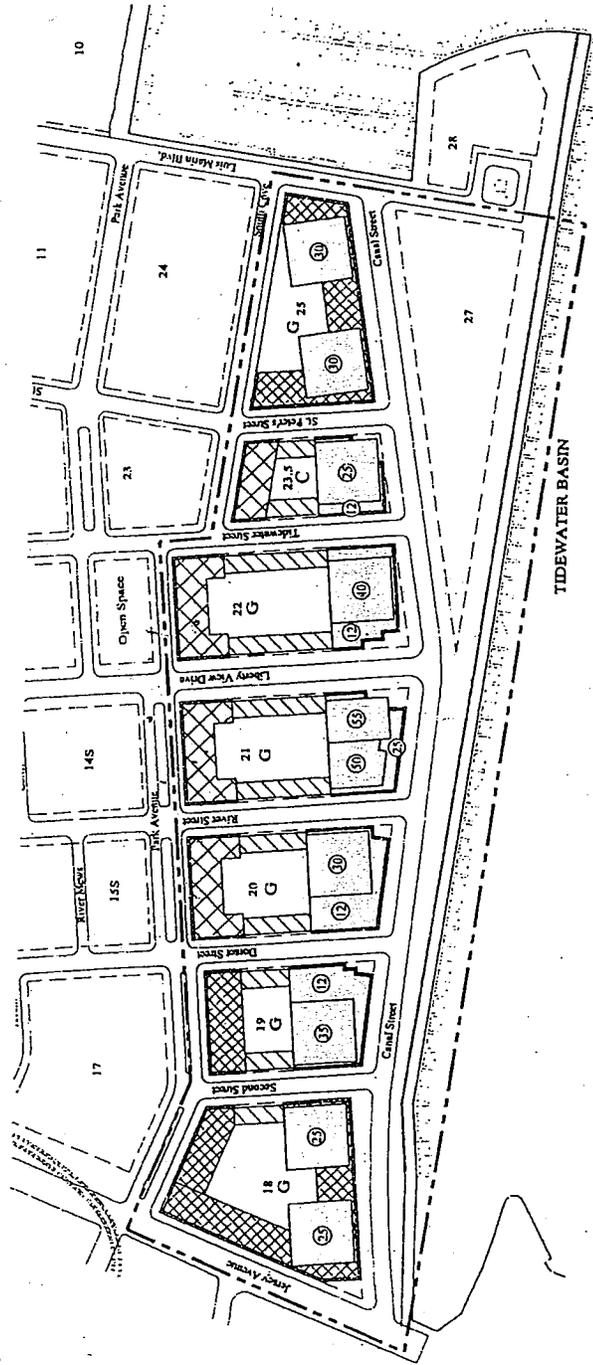
This updated design for Tidewater Basin Park provides residents and visitors with a series of truncated spaces. The most formal space, the main plaza, is located between Liberty View Drive and Tidewater Street and includes special paving, a sculptural element, and the opportunity for a water feature. This plaza is lined with trees along the water's edge, Tidewater Street and along the building edge of Block 22 all lined with trees. This plaza space relates to the entertainment cultural use that is envisioned for Block 22 and has the potential to be utilized for large gatherings and events. The south edge of the plaza opens down into stairs that lead to the wharf and boat mooring facility, creating a functional relationship to the waterway.

East of the plaza, the park transitions from more formal to less formal spaces. The easternmost section of Tidewater Basin, between St. Peter's Street and Marin Boulevard, is envisioned as an open passive recreation space. This area will be a mixture of open lawn, bermed hills, and shaded groves of trees. Along the water's edge of the great lawn there will be a grand staircase to provide access to the wharf. The area between Tidewater Street and St. Peter's Street connects the great lawn to the main plaza. This section of the park will be programmed to include a play area and picnic space. The three sections of the park work together to create a variety of experiences along the Redevelopment Area's waterfront.



LIBERTY HARBOR NORTH TIDEWATER BASIN DISTRICT REGULATING PLAN: HEIGHTS & BUILD TO LINES

-  S-Class Buildings: 5 Stories
-  M-Class Buildings: 8 Stories
-  L-Class Buildings: 12 Stories, except for the western portion of Block 18 along Jersey Avenue which may be 16 stories tall.
-  XL-Class Buildings: Greater than 16 Stories
-  Stepbacks: Stepback required at the 7th floor on all M, L, and XL-Class buildings as described in the Architectural Regulations. The XL-Class building on Block 21 is an exception. The first stepback on this building is required at the 13th floor.
-  # Maximum number of stories for XL-Class Buildings
-  G Embedded Garage: Maximum of 70 feet tall plus parapet and roof garden structure
-  C Courtyard: Center of block serves as ground level courtyard space



TIDEWATER BASIN DISTRICT REGULATING PLAN: FRONTAGES

LIBERTY HARBOR NORTH

Property Line: those lines designating private property boundaries.

B Frontage Line: those Frontage Lines designated on the Regulating Plan (on Avenue E) where structured parking lots are permitted to be visible to the sidewalk. In all other locations, lots must be screened behind habitable buildings.

Retail Frontage Required: those Frontage Lines designated on the Regulating Plan that are required to provide a sidewalk making the ground level available for retail use as described in the Use Standards. The eastern portion of Block 25 on Main Boulevard must face Main Boulevard with a minimum of 50% restaurant/entertainment-oriented retail frontage, or other destination-type retail compatible with entertainment use.

Residential-Only Frontage Line: those Frontage Lines designated on the Regulating Plan that may provide no Loading, Office, Retail, or Civic Use as described in the Use Standards.

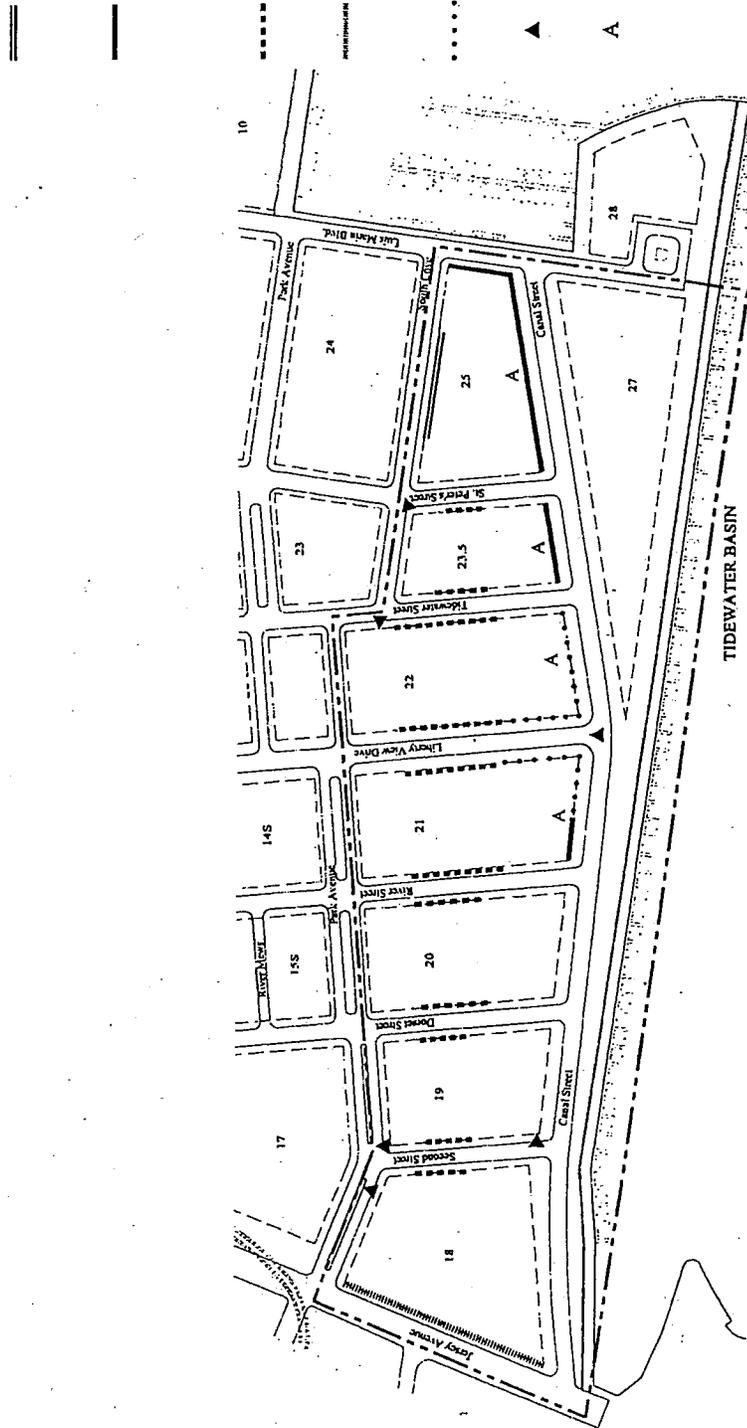
School Frontage Optional: those Frontage Lines designated on the Regulating Plan that may provide a location for an elementary school at the base of the building. If school is built at this location, an appropriate portion of the roof must be reserved for outdoor activity space associated with the school.

Entertainment Cultural Required: those Frontage Lines designated on the Regulating Plan that are required to provide entertainment cultural uses as described in the Use Standards.

Terminated Yero: a location at the axial termination of a thoroughfare. A building located at a terminated yero must receive the axis with an appropriately scaled articulation of the facade and/or roofline.

Arcade Frontage: Optional locations for arcades along Canal Street.

*NOTE: Build to Lines are indicated in the Tidewater Basin District Regulating Plan Heights and Build to Lines on VIII.4.



LIBERTY HARBOR NORTH

TIDEWATER BASIN DISTRICT ARCHITECTURAL REGULATIONS

These written ARCHITECTURAL REGULATIONS are to be used in conjunction with the graphic REGULATING PLANS contained in this section. (1 OF 3)

MANDATORY

• **Building Height:** Maximum building height shall be specified in number of stories as shown in the Heights Regulating Plan. Minimum Building height shall be three quarters of the maximum. The maximum height does not include the mechanical penthouses, parapets or architectural embellishments for the "crown" of the building or antennas provided that they are in integral feature of the building design. While there must be a complementary facade covering hiding mechanical penthouses, the entire tops of buildings must be architecturally designed and treated as a vital portion of the building composition. All mechanical penthouses, parapets and architectural embellishments must be approved by the Planning Board.

• **Story Height Variety:** The first floor of any building must be at least two times higher than the average floor height of the building. The top floor or floors of XL-Class buildings must be outwardly articulated to appear twice the height of an average floor as viewed from the exterior.

• **Tower Stories:** Above the 12th floor, buildings facing the Tidewater Basin District on Blocks 19, 20, 22, and 23.5 must have a single tower that measures at least 120 feet in width along Canal Street. The depth of these towers may vary but is not to exceed 120 feet. The building facing the Tidewater Basin on Block 21 may exceed 120 feet in width but must be articulated as two separate tower elements.

Above the 1st floor, buildings facing the Tidewater Basin District on Blocks 18 and 25

must have dual towers that measure at least 120 feet in width along Canal Street. The depth of these towers may vary but is not to exceed 120 feet.

• **Penthouse Story:** L-Class and XL-Class buildings may contain a penthouse story located above the roof. Penthouses shall be setback from the main building frontage line a minimum which assures clearance of any visual site lines from the midpoint of the sidewalk across the street at eye-level.

• **Facade Articulation, General:** Buildings shall have a clear base, middle, and top by using a combination of string courses, horizontally differentiating surface treatment, setbacks, and loggias as further required below.

• **Stepbacks:** A six story base is required on M, L, and XL-Class buildings. At the 7th floor, these buildings must step back a minimum of five feet. All M, L, and XL-Class buildings must step back again a minimum of five feet at the 13th floor. The exception to this setback rule is the XL-Class building on the southern portion of Block 21. This building has a 12 story base and is not required to be stepped back until the 13th floor. All setbacks must be accompanied by a cornice line that protrudes 2-4 feet from the edge of the building.

• **Horizontal Architectural Emphasis:** All XL-Class buildings in the Tidewater Basin District must incorporate horizontal architectural elements at the heights and dimensions

designated below to create a unified building composition along Canal Street. Horizontal elements may include, but are not limited to, material changes, recesses in the building, and loggias. A loggia is a gallery that can be opened to the air on one or more sides. Loggias are intended to create communal spaces in taller buildings by providing common areas for residents of these vertical neighborhoods.

Loggias can be surrounded by columns or created by a setback within the facade and contain an interior and exterior space with views in all directions. These spaces can serve both residential and office tenants and be utilized as community spaces, outdoor terraces, conference rooms, dining facilities, reception areas, recreation areas, rentable spaces such as offices, workrooms and apartments, or mechanical operations space. It is also recommended that elevator transfers occur at these levels where possible.

• The first horizontal architectural emphasis is required to begin at a height of 130 ft above the average street grade of Canal Street and end at a height of 160 ft above the average street grade of Canal Street.

• A second horizontal architectural emphasis is required to begin at a height of 260 feet above the average street grade of Canal Street and end at a height of 300 ft above the average street grade of Canal Street.

• **Individual Building Modules:** An Identifiable Building Module (IBM) is the division of a facade into distinct modules or sections. Although modules on a single facade share a common design vocabulary of elements, shapes

and sizes, each module should be distinguishable from its neighbors. IBMs can be distinguished by changes in material, color, window and door treatment, articulation of the building wall, masonry pattern design, cornice treatments or appropriate combinations of these items.

• IBMs must be incorporated into the six story base of any M, L, or XL-Class building greater than 80 feet. IBMs on these buildings may range from 20 to 80 feet on these buildings.

• **Facade Ratio:** The percentage of void area (windows and other openings) in a building facade shall be a minimum of 40%, except at street-level retail frontages, where it must not be lower than 75%.

• **Operable Windows:** Some portion of all windows shall be operable to ensure natural ventilation and air circulation. Clerestory, transom, side light, and skylights windows are permitted and may be non-operable.

• **Lighting:** All entryways shall be appropriately lit at all times. Lighting fixtures attached to the building must be of a finish, style, and character appropriate to the architecture and details of the building. Interior lights, except for security lights, must be turned off after employees and maintenance/service personnel have left. Key lighting of important architectural features is highly recommended. All lighting must be dark sky compliant. The control of light pollution to surrounding areas shall be in accordance with the lighting of Jersey City Zoning Code, Jersey City Ordinances, or this Plan.

• **Security Gates:** No roll down security gates are allowed on the exterior of any building except over garage entries. Open grill roll down gates are allowed on the interior of the building, but must not obscure any window displays. It is highly recommended that commercial establishments employ alternative security measures instead of security gates such as glass and motion sensors.

• **Utility Rooms:** Utility rooms shall be designed and located so as not to detract from the pedestrian experience at the ground level. All first floor utility rooms and vents must be concealed or screened from the street using architectural elements and/or landscaping.

• **Garage Entrances:** No garage entrances shall be placed on Canal Street or across from any Residential-Only Frontage Line as designated on the Tidewater Basin District Regulating Plan: Frontages.

• **Roof Gardens:** The top of each embedded parking structure shall be constructed and designed to provide usable outdoor space that can be accessed from adjoining buildings.

RECOMMENDED

• **Green Buildings:** All buildings should be LEED Certified as defined by the US Green Building Council or another nationally recognized green building certification system.

Conceptual Elevation
View of Canal Street from the south

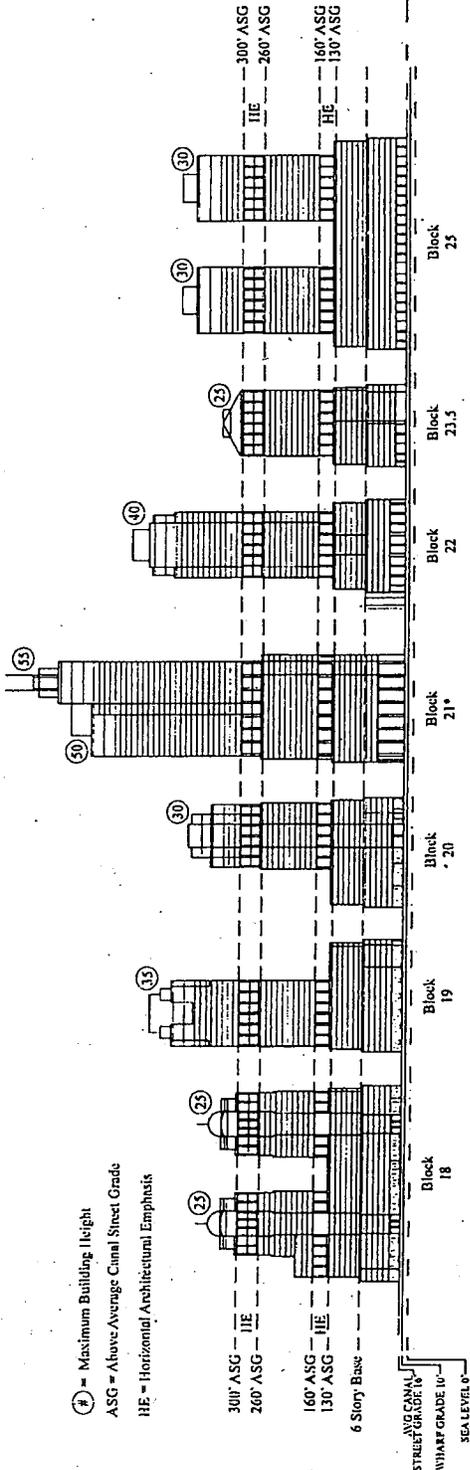
The plan for the Tidewater Basin District grew out of a desire to maximize open space and public access to the waterfront while creating buildings that capitalize on the outstanding amenities and views afforded by the unique waterfront setting. The conceptual elevation on this page represents one potential outcome for the buildings along Canal Street and is being used for illustrative purposes.

The Plan calls for nine towers situated along Canal Street. These towers range in height from 25 to 55 stories. At 55 stories, the tallest building is centrally located on Block 21 where Liberty View Drive terminates into the Tidewater Basin Park. This location was chosen because it is on a visual axis with Grove Street. This building is purposefully tall so as to be seen over the lower rise buildings in the foreground. From the north, this building will work in concert with the other towers along Canal Street to visually indicate the waterfront.

The primary difference between this plan and the previous plan for the waterfront area arises from the treatment of Block 27. Previously the site of the largest building in the Redevelopment Area, this Plan removes a 32 story building from this block and re-envision the block as a large vibrant public park. In addition to reinforcing the water's edge, this series of towers is designed to promote a high-rise composition along the Tidewater Basin. These towers will have permanent and uninterrupted views over miles of the New York Harbor.

With the exception of Blocks 18 and 25 where dual towers are required, single towers are located on all blocks. Dual towers are required on Blocks 18 and 25 because these outer blocks have nearly twice the frontage along Canal Street as the inner blocks. The high view-

* Block 21 to be designed as a signature building



LIBERTY HARBOR NORTH

TIDEWATER BASIN DISTRICT ARCHITECTURAL REGULATIONS

(3 OF 3)

ibility of these towers creates the opportunity for them to help establish an identity for Liberty Harbor North and the City of Jersey City. These towers must capitalize on this opportunity by being thoughtfully designed and articulated on all sides. Additionally, the tops of the towers must receive special attention and shall be designed to complement the composition of the building.

Despite the rough symmetry of the blocks, each tower within the composition has an appropriately distinct shape and form. Along Canal Street, the width of each tower must be 120 feet although the depth of these towers may vary. The exception to this tower dimension rule is the S5 story on Block 21. The tower portion of this building may exceed 120 feet in width but must be articulated as two separate tower elements that mimic the turn in Canal Street at Liberty View Drive.

The height of the towers within the Tidewater Basin District must vary as indicated on the Heights Regulating Plan to create a more organic configuration. Each of the towers is required to have a distinctive architectural feature or features that define the top of the building. It is recommended that all towers have a distinct architecturally designed top, but the Plan allows for the tops of the dual towers on Blocks 18 and 25 to be treated similarly. The treatments are visualized in the rendering on page VIII.2.

Although these towers represent the tallest buildings in the Redevelopment Area, a smaller scale, more pedestrian friendly building edge is maintained along Canal Street by setting the tallest portions of these buildings back from the street. The Plan creates a continuous six-story building base by requiring each building to be stepped back a minimum of five feet at the 7th floor. Block 21, where the first step-back is required at the 13th floor, is the exception to this rule. In addition to Block 21, all buildings step back again at the 13th floor. It is above the 12th floor, after two step-backs, that the tower portion of each building begins. On many of these blocks, however, some portion of the tower may continue to the ground level.

A variety of facade articulation is employed to create a unified streetscape along Canal Street. In addition to the step-backs described above, the Plan requires a series of hori-

zontal architectural elements at specified heights to create breaks in the vertical scale of buildings, while incorporating unifying horizontal features into each of the buildings. More information on facade articulation can be found in the Tidewater Basin District Architectural Regulations.

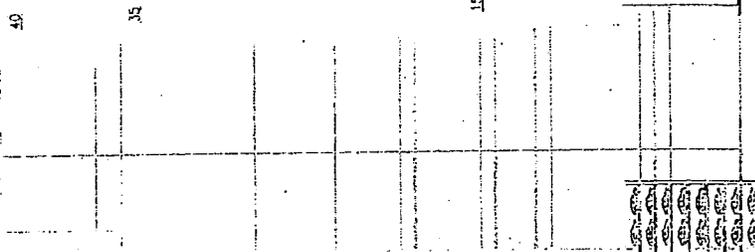
Specific build-to-lines have been drawn for each block in the Tidewater Basin District. These build-to-lines are indicated by the building edge at the lowest level on the Heights Regulating Plan. There are specific cutaways at the base of several of the buildings as shown on the Heights Plan. The largest cutaways are located along Liberty View Drive at the base of Blocks 21 and 22 where entertainment cultural facilities are to be located. These cutaways work together to create a large paved plaza that is envisioned as an important community gathering location and major point of access into the Tidewater Basin Park. The cutaways on the other blocks are strategically placed to create small plazas and create expanded view corridors along north-south streets.

TIDEWATER BASIN DISTRICT BUILDINGS

LIBERTY HARBOR NORTH

XL Class
Tower with setbacks and embedded parking structure

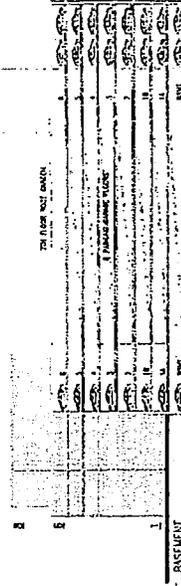
XL-Class Building



A variety of building types work together to create efficient city blocks within the Tidewater Basin District. These diagrams of Block 22 have been included to illustrate how a typical block in the Tidewater Basin District may be constructed.

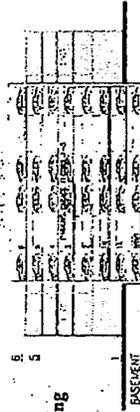
Within the Tidewater Basin District, XL-Class buildings are located on the ends of blocks facing the Tidewater Basin. XL-Class buildings range in height from 25 to 55 stories, however they must contain a series of setbacks as described in the Urban and Architectural Regulations. On this block, a 40 Story XL-Class building is combined with Small and Medium Class buildings, and embedded parking. Embedded parking structures in the Tidewater Basin District are composed of six stories of above ground parking and one level of basement parking. Roof gardens or terraces are required on the roofs of all embedded parking structures in the Tidewater Basin District.

M-Class Building



North - South Section of Block 22

S-Class Building



East - West Section of Block 22

TIDEWATER BASIN DISTRICT CAPACITY SUMMARY

LIBERTY HARBOR NORTH

Block #	Maximum Allowable:										OTHER USES			TOTAL BUILDING AREA
	HOUSING in SF		HOUSING in Units		Liner		Other		Total		Retail	Ent/Cultural	Garage	
	Liner	Other	Total	Liner	Other	Total	Liner	Other	Total	Total	Total	Total		
18	14,697	1,119,917	1,134,614	15	1,226	1,241							334,008	1,468,622
19	28,282	752,350	780,632	28	824	852							164,640	944,640
20	39,534	681,890	721,424	48	740	788							199,152	920,576
21	52,942	1,144,684	1,197,626	56	1,264	1,320					64,462		250,512	1,512,620
22	61,180	717,854	779,034	66	792	858					58,464		268,808	1,106,306
23.5	24,724	443,667	468,391	29	483	512					23,274		38,492	531,157
25	0	1,001,183	1,001,183	0	1,111	1,111					41,977		245,376	1,288,536
Total	221,359	5,861,545	6,082,904	242	6,440	6,682					65,251	122,946	1,501,356	7,772,457

Notes: ATTENTION: These notes are an essential component of the requirements of this table.

- Housing in SF and Units represents maximums for residential development in the Tidewater Basin District. For example, on Block 18, the square footage of Other Housing is not to exceed 1,119,917 sf or 1,226 units. Maximum square footage, as well as total building area, is further limited by constraints dictated by maximum height, floor area ratio and other bulk criteria; such that the maximums indicated in the above chart may not be practically achievable.
- The number of units is determined based upon an average unit size of 900 sf for all units. The maximum square footage for Other Housing includes space set aside for features such as lobbies.
- Retail and Entertainment Cultural uses are derived from the Tidewater Basin District Frontage Regulating Plan. Other uses, as permitted by the Use Standards, are allowed at any location. However, adding additional uses to these blocks requires a reduction in the maximum amount of housing. In all cases, the total combine area will not be allowed to exceed the total building area in the right-hand column. For example, if 50,000 sf of Block 18 were to be dedicated to office use, the maximum square footage of Other Housing would decrease by 50,000 sf.

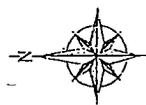
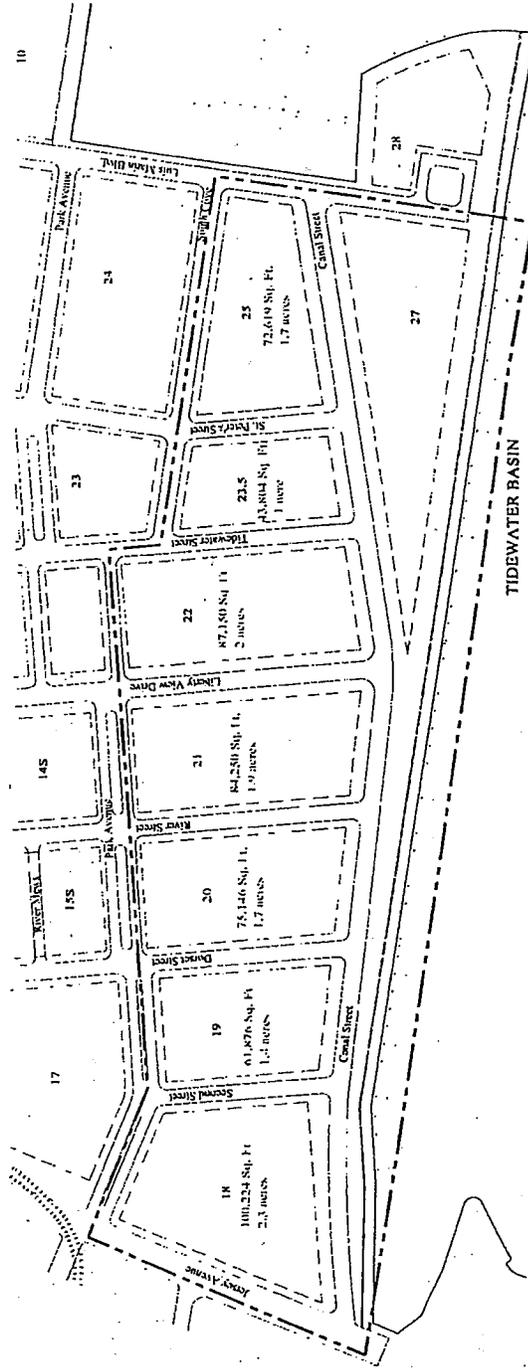


TIDEWATER BASIN DISTRICT INTENSITY SUMMARY

Block Number	Size in Square Feet		Size in Acres		Ratio Gross/Net	Max Housing #Units	Total S.F.	Max. S.F. ALL USES		Units/Acre		FAR	
	Gross	Net	Gross	Net				Gross	Net	Gross	Net	Gross	Net
18	161,963	100,224	3.72	2.30	1.62	1,241	1,134,614	1,468,622	539	334	9.07	14.65	
19	101,857	61,876	2.34	1.42	1.65	852	780,632	844,640	600	364	9.27	16.27	
20	119,941	75,146	2.75	1.73	1.60	788	721,424	820,576	457	286	7.68	12.25	
21	137,384	84,250	3.15	1.93	1.63	1,320	1,197,626	1,512,620	419	241	11.01	17.95	
22	154,783	87,150	3.55	2.00	1.78	858	779,034	1,108,305	241	241	7.15	12.69	
23	77,613	43,804	1.78	1.01	1.77	512	468,391	531,157	287	287	6.84	12.13	
25	120,018	72,619	2.76	1.67	1.65	1,111	1,001,183	1,288,536	403	403	10.74	17.74	
Total	873,659	525,069	20.08	12.05	1.66	6,682	6,082,904	7,772,457	333	333	8.90	14.80	

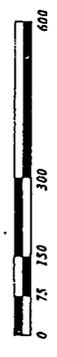
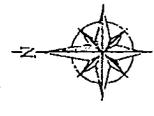
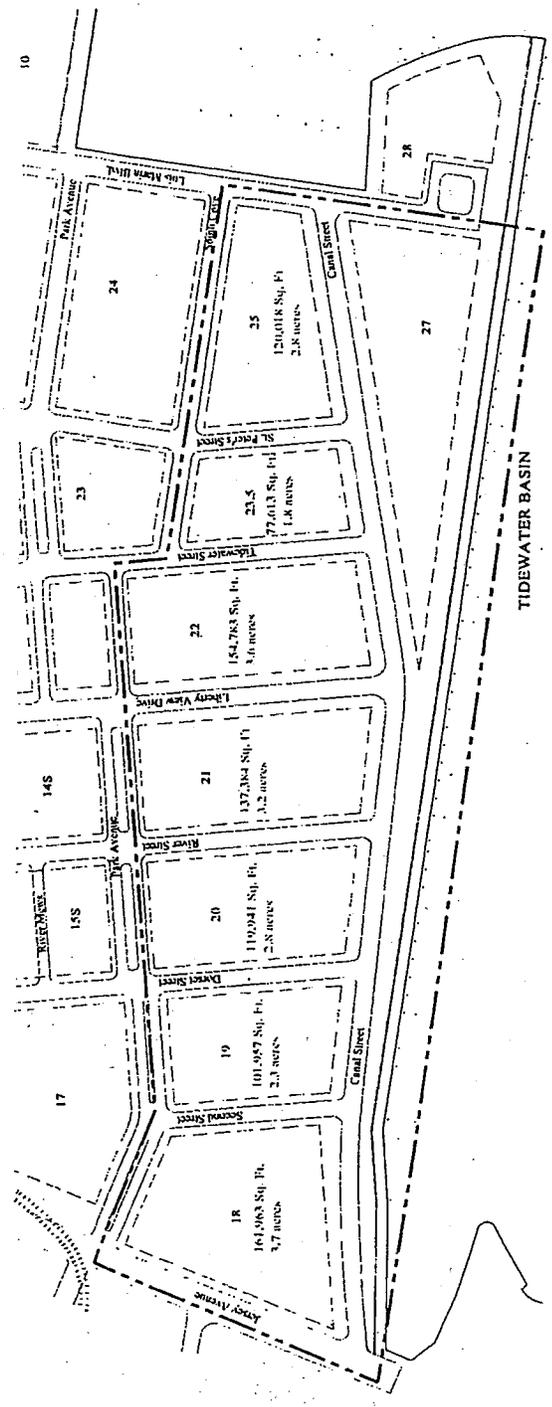
TIDEWATER BASIN DISTRICT NET BLOCK AREA

LIBERTY HARBOR NORTH



TIDEWATER BASIN DISTRICT GROSS BLOCK AREA

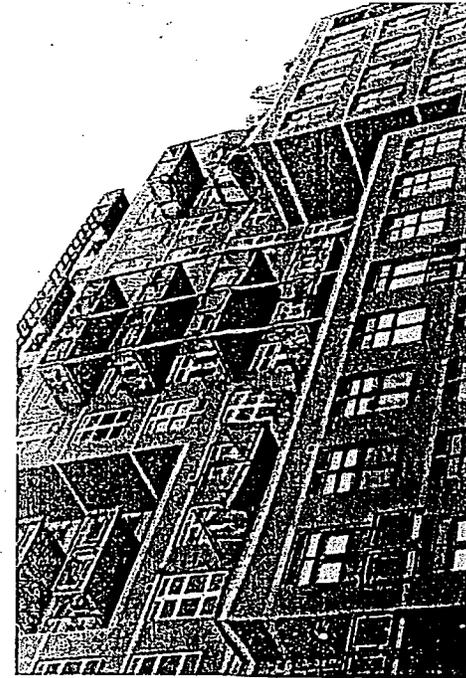
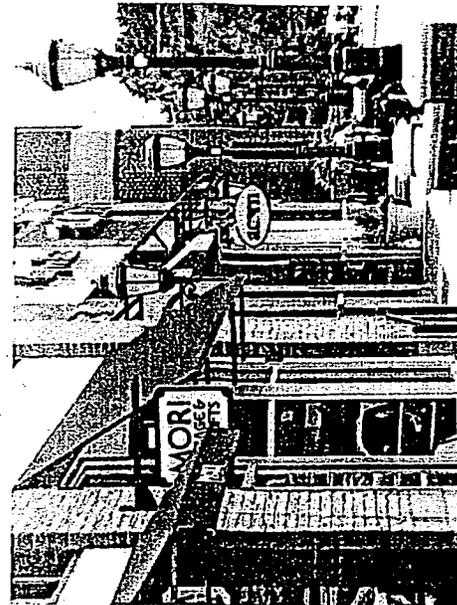
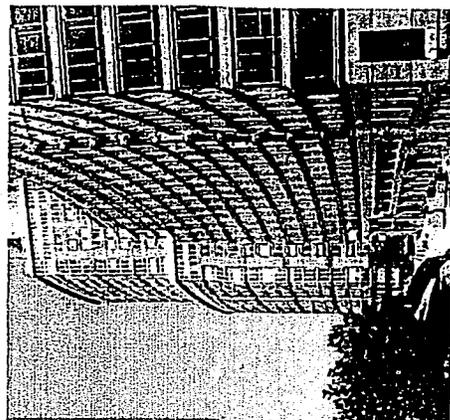
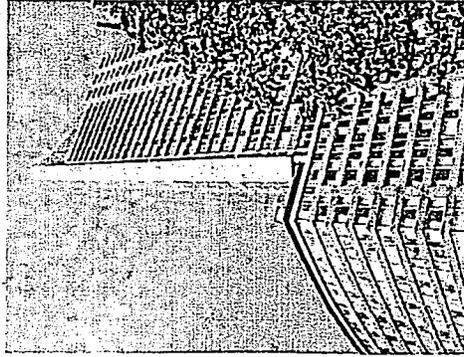
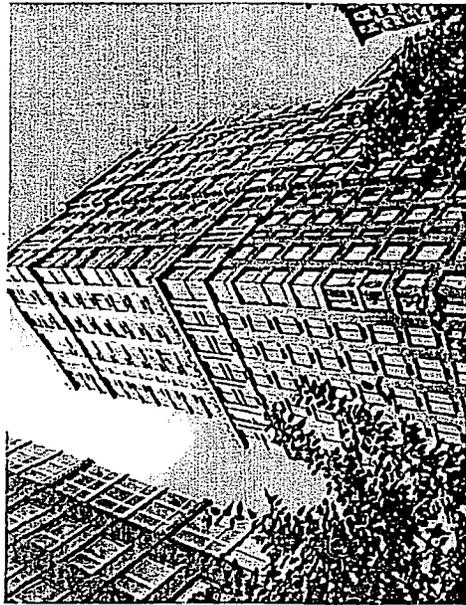
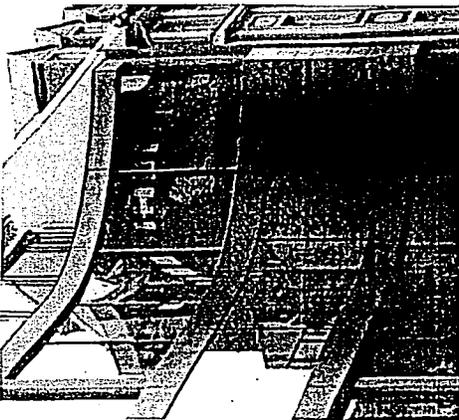
LIBERTY HARBOR NORTH



TIDEWATER BASIN DISTRICT DESIGN VOCABULARY

Building Character
Brick and Glass Structures with modern metal and sustainable details.

LIBERTY HARBOR NORTH

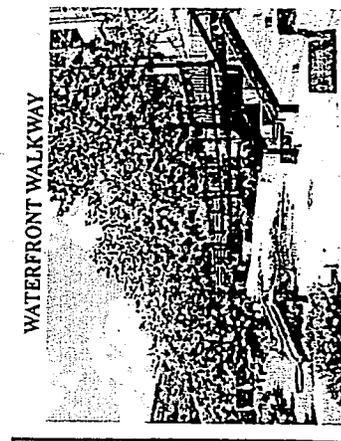
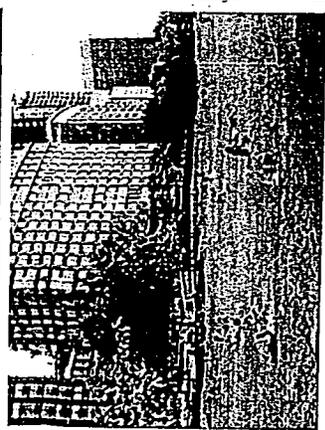
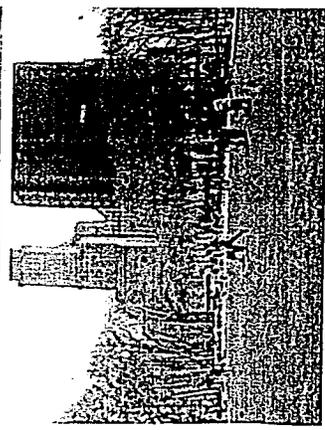


TIDEWATER BASIN DISTRICT DESIGN VOCABULARY

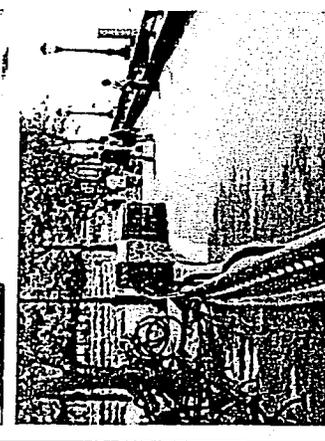
Plaza and Open Space Character
Linear Park with waterfront walkway and open areas for relaxation and play.



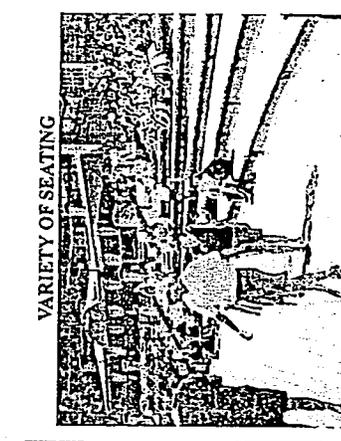
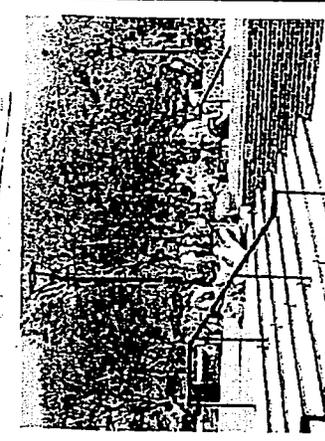
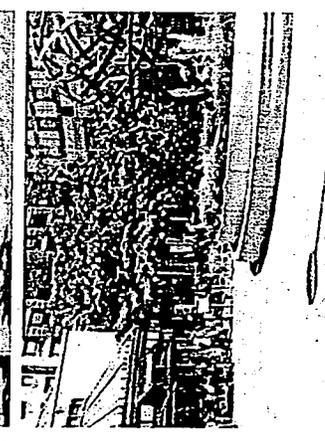
OPEN LAWN SPACE



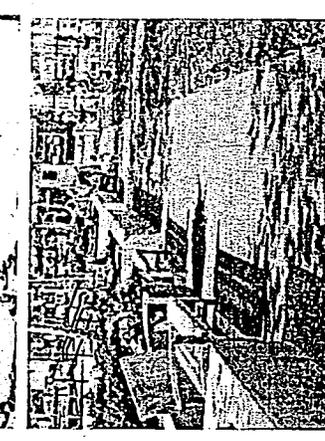
WATERFRONT WALKWAY



PLAZA SPACE



VARIETY OF SEATING



Adjustment recommended to Document from the
Planning Board at the May 19, 2009 meeting.

Section VIII, Tidewater Basin District Architectural Regulations; Mandatory; add a new paragraph as follows:

Retain some of the architectural elements and features of the former Scivone-Bonomo Office Building, such as the entry portico, corner stone, and various decorative masonry elements, for re-use within the new buildings to be developed on that site. Establish an Art Deco era theme for development of some of the new building on Block 18 to acknowledge this history.

City Clerk File No. Ord. 12-127

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-127

TITLE: ORDINANCE AUTHORIZING THE ASSIGNMENT NUNC PRO TUNC OF THE FINANCIAL AND PREPAYMENT AGREEMENTS FROM THE CRITERION URBAN RENEWAL COMPANY, LLC, TO BR CRITERION URBAN RENEWAL COMPANY, LLC

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

WHEREAS, on or about November 30, 2005, The Criterion Urban Renewal Company, LLC [Original Entity], applied for a Long Term Tax Exemption under N.J.S.A. 40A:20-1 et seq., for land and improvements located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, known on the City's Tax Map as Block 15303, Lot 12 (formerly known as Block 1915, Lot 25), and more commonly known by the street address of 100 Clifton Place [Property]; and

WHEREAS, The Criterion Urban Renewal Company, LLC, was to have substantially rehabilitated, restored and constructed a residential building, to contain approximately 156 market rate residential condominium units [Project]; and

WHEREAS, by adoption of Ordinance 06-156 on December 13, 2006, the City of Jersey City [City] approved a long term tax exemption with a service charge equal to twelve percent (12%) of the Annual Gross Revenue with a term of the earlier of thirty-five (35) years from adoption of the ordinance or thirty (30) years from substantial completion of the Project; and

WHEREAS, on January 3, 2007, the City executed a financial agreement with The Criterion Urban Renewal Company, LLC, for the Project [Financial Agreement] and a service charge prepayment agreement [Prepayment Agreement]; and

WHEREAS, pursuant to the Prepayment Agreement, The Criterion Urban Renewal Company, LLC, was required to make a payment equal to the Annual Service Charge of \$405,738.50 on or before June 1, 2007, which sum was to have been credited over the four (4) years following project completion [Prepayment]; and

WHEREAS, The Criterion Urban Renewal Company, LLC, paid the full amount of the Prepayment; and

WHEREAS, The Criterion Urban Renewal Company, LLC, did not pay the Affordable Housing contribution, which was \$234,000; and

WHEREAS, on or about December 29, 2011, The Criterion Urban Renewal Company, LLC, transferred the property to BR Criterion Urban Renewal Company, LLC [the New Entity]; and

WHEREAS, on August 2, 2012, The Criterion Urban Renewal Company, LLC, filed an application to obtain the City's approval nunc pro tunc to assign the tax abatement to BR Criterion Urban Renewal Company, LLC; and

WHEREAS, BR Criterion Urban Renewal Company, 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. [the New Entity]; and

WHEREAS, on August 10, 2012 the Tax Exemption Committee recommended the approval of the assignment to the Mayor; and

ORDINANCE AUTHORIZING THE ASSIGNMENT NUNC PRO TUNC OF THE FINANCIAL AND PREPAYMENT AGREEMENTS FROM THE CRITERION URBAN RENEWAL COMPANY, LLC, TO BR CRITERION URBAN RENEWAL COMPANY, LLC

WHEREAS, pursuant to Section 9.1 of the Financial Agreement, the City is required to consent to the assignment so long as 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 Original Entity is not then in default of this Agreement or the Law; 4) the Original Entity's obligations under this Agreement are fully assumed by the New Entity; and

WHEREAS, both The Criterion Urban Renewal Company, LLC, and BR Criterion Urban Renewal Company, LLC, have complied with the terms of Section 9.1 of the Financial Agreement; and

WHEREAS, the City will receive a transfer fee of 2% of the estimated Annual Service Charge, or \$8,115, the maximum transfer fee permitted under N.J.S.A. 40A:20-10(d); and

WHEREAS, BR Criterion Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

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

A. The application of The Criterion Urban Renewal Company, LLC, to assign the tax exemption and financial agreement to BR Criterion Urban Renewal Company, 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 the project designated as Block 15303, Lot 12 (formerly known as Block 1915, Lot 25), on the City's Official Tax map, more commonly known by the street address of 100 Clifton Place, more specifically described by metes and bounds in the application, is hereby approved, nunc pro tunc, as of December 29, 2011, provided that BR Criterion Urban Renewal Company, LLC, pays the full amount of the Affordable Housing Trust Fund contribution or \$234,000 no later than sixty (60) days from the date of the adoption of the within ordinance.

B. The Mayor or Business Administrator is hereby authorized to acknowledge or approve an assignment and assumption agreement of the tax exemption and financial agreement between the parties.

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

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

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

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

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

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

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

JM/he
9/20/12

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

**CONSENT TO ASSIGNMENT OF FINANCIAL AGREEMENT AND
ASSUMPTION OF FINANCIAL AGREEMENT, AMONG
THE CRITERION URBAN RENEWAL COMPANY, LLC,
BR CRITERION URBAN RENEWAL COMPANY, LLC
AND THE CITY OF JERSEY CITY**

THIS AGREEMENT is dated the ___ day of _____, 2012, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302, **THE CRITERION URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company having an office at c/o Metrovest Equities, Inc., 731 Lexington Avenue, New York, NY 10022 [Original Entity]; and **BR CRITERION URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304 [New Entity].

WHEREAS, pursuant to N.J.S.A. 40A:20-1 et seq., and Ordinance 06-156 adopted on December 13, 2006, the City approved a Long Term Tax Exemption and the execution of a Financial Agreement with The Criterion Urban Renewal Company, LLC [Original Entity] for the construction of a residential building, containing approximately 156 market rate residential condominium units, and more particularly described as Block 15303, Lot 12 (formerly known as Block 1915, Lot 25), on the official Tax Map of the City of Jersey City, and more commonly known by the street address of 100 Clifton Place, Jersey City [Project]; and

WHEREAS, the City and the Original Entity, entered into a financial agreement dated and executed on January 3, 2007 [Financial Agreement]; and

WHEREAS, pursuant to an Agreement of Sale the Original Entity, as seller agreed to sell the Project and assign the Financial Agreement to BR Criterion Urban Renewal Company, LLC [the New Entity]; and

WHEREAS, the Financial Agreement provides that any sale of the Project or Assignment of the Financial Agreement is null and void unless approved by the City in advance; and

WHEREAS, by application dated August 2, 2012, the Original Entity formally requested that the City give its consent and approval sell the Project and assign the Financial Agreement to _ the New Entity;
and

WHEREAS, by adoption of Ordinance ____ on _____ 2012, the Municipal Council of the City of Jersey City consented to 1) the sale of the Project from the Original Entity to the New Entity; 2) the assignment of the Financial Agreement by the Original Entity; 3) the assumption of the Financial Agreement by the New Entity; and 4) authorized the City Business Administrator to execute any documents necessary and appropriate to effectuate the foregoing; and

WHEREAS, the parties hereto now seek to memorialize the consent of the City to the sale of the project and the assignment of the Financial Agreement by the Original Entity and the assumption of the Financial Agreement by the New Entity;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by the Original Entity of the Financial Agreement to the New Entity and the assumption of the Financial Agreement by the New Entity.

2. The City acknowledges that as of the date hereof, the names and the addresses of the New Entity entitled to receive notice under and pursuant to paragraph 9.1 of the Financial Agreement shall be amended as follows:

3. Pursuant to Section 9.1 of the Financial Agreement, upon written application by the original Entity, the City is required to consent to the sale or transfer of the tax exemption financial Agreement if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of the Financial Agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity under the Financial Agreement.

4. In addition, pursuant to Section 9.1 of the Financial Agreement and as permitted under N.J.S.A. 40A:20-22, any Entity seeking to sell a project, is required to pay the City an amount equal to [1% of the actual sales price, which is ordinarily the consideration stated in the deed to the New Entity, which the Entities hereby confirm is \$ _____ OR 2% of the gross annual service charge].

5. The Financial Agreement dated January 3, 2007, hereby remains in full force and effect.

6. The Original Entity hereby consents to the assignment of the Financial Agreement to the New Entity.

7. The New Entity hereby agrees to assume all obligations previously belonging to the Original Entity under the Financial Agreement.

Any and all capitalized terms in this Agreement shall be defined in accordance with and by reference to the Financial Agreement and/or N.J.S.A. 40A:20-1 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ATTESTED:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

JOHN KELLY
BUSINESS ADMINISTRATOR

WITNESS:

**THE CRITERION URBAN RENEWAL
COMPANY, LLC [Original Entity]**

WITNESS:

By:

**BR CRITERION URBAN RENEWAL
COMPANY, LLC [New Entity]**

By:

Taxes Due - Yrs 1-10 at 10% of Effective Gross Income, Yrs 11-15 at 12% of Effective Gross Income

Building	2011	2012	Year 1 2013	Year 2 2014	Year 3 2015	Year 4 2016	Year 5 2017	Year 6 2018	Year 7 2019	
Mercury	20,351	21,369	291,853	297,690	303,644	309,717	315,911	322,229	331,896	3
Orpheum	30,155	31,663	325,561	332,072	338,713	345,488	352,397	359,445	370,229	3
Beacon Commerce	14,710	15,446	24,938	25,436	25,945	26,464	26,993	27,533	28,359	7
Beacon Parking	25,572	26,851	167,095	170,437	173,846	177,323	180,869	184,486	190,021	1
Paramount	36,112	37,918	495,173	505,077	515,178	525,482	535,991	546,711	563,113	5
Tower	31,249	32,811	34,452	245,423	250,332	255,338	260,445	265,654	270,967	2
Criterion	51,873	54,467	57,190	60,049	472,152	481,595	491,227	501,052	511,073	5
Hague	52,938	55,585	58,364	61,282	64,346	488,657	498,430	508,398	518,566	5
Total	262,960	276,108	1,454,626	1,697,467	2,144,157	2,610,063	2,662,264	2,715,510	2,784,224	2

REVISED
APPLICATION FOR AN
AMENDED LONG TERM TAX EXEMPTION
FOR
BR CRITERION URBAN RENEWAL COMPANY, LLC

In accordance with the terms of the Executive Orders of the Mayor of the City of Jersey City, the applicable Ordinances of the City of Jersey City and the requirements of a Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.*, Applicant is hereby filing the following information:

APPLICANT: BR Criterion Urban Renewal Company, LLC
("Criterion")
c/o Beacon Redevelopment LLC
4 Beacon Way, #16, Jersey City, NJ 07304

DEVELOPER: Beacon Redevelopment, LLC ("Beacon Redevelopment")
4 Beacon Way, #16, Jersey City, NJ 07304

PROJECT: The Criterion Building at The Beacon – Residential Rental Units

LOCATION: 100 Clifton Place
Block 15303, Lot 12 (formerly Block 1915, Lot 25)

REDEVELOPMENT PLAN: The Beacon Redevelopment Plan

GENERAL CONTRACTOR: Dinallo Construction Corp.
215 State Highway 17 South, Wood-Ridge, NJ 07075

ARCHITECT: CPG Architects
1 Dock Street, Stamford, CT 06902

CIVIL ENGINEER: Wyssling Consulting
255 Reserve Street, Boonton, NJ 07005

**HISTORIC PRESERVATION
CONSULTANT:** Ulana Zakalak
Zakalak Associates
4 Beacon Way, Jersey City, NJ 07304

PLANNING CONSULTANT: DMR Architects and Urban Planners
777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ

ATTORNEY: Eugene T. Paolino, Esq.
Schumann Hanlon LLC
30 Montgomery Street, Jersey City, NJ 07302

APPLICATION

1. **Identification of Development and Project:** The subject improvements are part of the Beacon project (“The Beacon” or the “Development”) and are located within the The Beacon Redevelopment Area and are subject to The Beacon Redevelopment Plan applicable to real property described on the Tax Map of the City of Jersey City as Block 13601, Lots 2, 3, 8, 12, 13, 14, 16 and 17 and Block 15303, 11, 12 and 15 (formerly Block 1915, Lots 23, 24, 25 and Block 1899, Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34) (the “Property”), which has an area of approximately 12.7 acres bounded by Baldwin Avenue to the west, Montgomery Street to the north, Cornelison Avenue to the east and Clifton Place and Fairmount Avenue generally to the south.

..... The Development is listed in the National Register of Historic Places and the State of New Jersey Register of Historic Places.

 The Project is a portion of The Beacon, consisting of Block 15303, Lot 12 (formerly Block 1915, Lot 25). A description of the Project site is attached as **Exhibit A**.

2. **Type of Exemption Requested:** On December 18, 2006, Ordinance #06-156 was approved and signed by Mayor Jerramiah T. Healy, granting a tax abatement for the Project, based on twelve percent (12%) of annual gross revenues for a condominium project for a term of thirty (30) years. A financial agreement (the “Financial Agreement”) was executed by and between The Criterion Urban Renewal Company, LLC and the City of Jersey City pursuant to the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.* On or about December 29, 2011, the Project was conveyed from Criterion Urban Renewal Company, LLC to Applicant together with all rights, duties and obligations under the Financial Agreement. First, Applicant seeks ratification of such transfer

from Criterion Urban Renewal Company, LLC to Applicant *nunc pro tunc* pursuant to *N.J.S.A.* 40A:20-10. Second, Applicant seeks to amend and restate the Financial Agreement (the "Restated Financial Agreement") to permit a tax exemption or tax abatement, based on the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq.* (the "Act") for a rental Project, rather than a condominium Project.

NOTE: Developer has paid the sum of \$2.1MM as a Prepayment under the financial agreement previously approved. This amount represents the aggregate Prepayment paid or attributable to all of the Beacon urban renewal entities, including Applicant.

3. **Term of Tax Exemption:** Pursuant *N.J.S.A.* 40A:20-12 of the Act, it is requested that the term of the Restated Financial Agreement be for a period fifteen (15) years from the completion of the Project.

4. **Description of the Development:** The Developer, Beacon Redevelopment, in conjunction with Applicant and other affiliated qualified urban renewal entities, have been developing and continue to develop a multi-building, multi-phased development entitled "The Beacon" which may ultimately consist of residential space, commercial space, retail space, parking garage and a variety of amenities. The Beacon presently consists of ten (10) mid-rise and high-rise buildings, formerly housing the Jersey City Medical Center. The buildings were planned in the late 1920's on the site of the former Jersey City Hospital. Most of the buildings were built between 1928 and 1941. It is at this time anticipated that the Development will take place in multiple phases. The Project and the Development are subject to an Historic Preservation Easement, pursuant to an easement agreement between Baldwin Asset Associates Urban Renewal, LLC and the New Jersey State Historic Preservation Office, dated March 10, 2005.

5. **Description of the Project:** The Project to be developed by the Applicant involves a building O, known as the Criterion. The Criterion is 22-story Art Deco building and will be developed as a residential rental building, containing approximately 250 dwelling units.

6. **Estimated Total Project Cost.** The Total Project Cost is defined pursuant to *N.J.S.A. 40A:20-3(h)*. The estimated Total Project Cost for Applicant is \$33,110,012 and is calculated as follows:

(a)	Cost of land and improvements;	\$3,581,273
(b)	Architect, Engineer and Attorneys' fees for planning, construction and financing the Project;	1,254,742
(c)	Surveying and testing charges;	69,304
(d)	Construction costs (to be certified and verified when actual costs are obtained);	23,189,679
(e)	Insurance, interest and finance costs during construction;	2,726,128
(f)	Costs of permanent financing;	405,000
(g)	Commissions in connection with initial leasing;	265,000
(h)	Real Estate taxes and assessments during construction;	254,333
(i)	Developer's Overhead	1,364,553

7. **Annual Service Charge.** Applicant seeks a tax abatement or exemption as follows:

- ten percent (10%) of annual gross revenue for a period of ten (10) years
- twelve percent (12%) of annual gross revenue for the next five (5) years

It is estimated that the Annual Service Charge, as defined in *N.J.S.A. 40A:20-10* of the Act will commence at \$472,152

8. **Construction Schedule:** Construction for the Project is subject to Schedule C of the Amended and Restated Redevelopment Agreement, dated December 28, 2011 by and among the Jersey City Redevelopment Agency, the Hudson County Improvement Authority and the following urban renewal entities: Baldwin Asset Associates Urban Renewal Company, LLC, BR Orpheum

Urban Renewal Company, LLC, BR Beacon Commerce Urban Renewal Company, LLC, BR Beacon Parking Urban Renewal Company, LLC, BR Tower Urban Renewal Company, LLC, BR Paramount Urban Renewal Company, LLC, BR Criterion Urban Renewal Company, LLC, BR Hague Urban Renewal Company, LLC and Applicant (the "Redevelopment Agreement"). Construction which will take place in accordance with Site Plan Approval and it is estimated to be completed within eighteen (18) months after the commencement of construction of each building owned by a separate urban renewal entity and subject to the provisions of Schedule C in the Redevelopment Agreement.

9. **Zoning Information:** The Property is located in The Beacon Redevelopment Area. As such, it is subject to the The Beacon Redevelopment Plan (the "Redevelopment Plan") as adopted and amended by the Municipal Council of the City of Jersey City. The Redevelopment Plan specifically provides for and permits the Project.

10. **Real Estate Tax Assessment:**

BLOCK/LOT	LAND	IMPROVEMENT	TOTAL
15303 / 12	\$381,800	\$358,400	\$740,200

11. **Current Real Estate Taxes:** The net property taxes billed for 2011: \$52,196.29.

12. **Status of the Municipal Taxes and Other Charges:** There are no outstanding taxes or fees for municipal assessments against the Property.

13. **Disclosure Statement:** Applicant is a qualified urban renewal limited liability company formed on November 29, 2011 and lawfully approved as a registered foreign urban renewal company. The ownership of the Applicant is set forth on Exhibit H.

14. **Estimated Jobs to be Created:** It is projected that the Project will generate approximately 130 full-time equivalent construction jobs during the term of the construction. In addition, it is projected that approximately 14 direct permanent employment opportunities will

be created upon full operation of the Project. The Property is vacant and, therefore, there will be no loss or displacement of current employment opportunities. In addition, the Project will not require a relocation within the City since all of the direct employment opportunities will be new to the City and its residents.

15. **Compliance with State and Local Redevelopment Laws:** Applicant certifies that the proposed Project is located within The Beacon Redevelopment Area and as such meets the requirements of the laws of the State of New Jersey for consideration for tax abatement. In addition, it is further certified that Applicant has been lawfully established as an urban renewal entity and, as such, will be entitled to receive the benefits of a tax abatement under the laws of the State of New Jersey and the City of Jersey City.

16. **Affordable Housing Trust Fund Contribution:** The amount to be paid, if any, is subject to an accounting and discussion with the City.

17. **Form of Financial Agreement:** Attached as **Exhibit J** is a proposed form of Financial Agreement between the City of Jersey City and Applicant with Exhibits.

18. **Certificate of Formation:** Attached as **Exhibit I** to the Financial Agreement is a copy of the Certificate of Formation of Applicant.

19. **List of Exhibits for BR Criterion Urban Renewal Company, LLC Application:**

- A. Description of the Property;
- B. Total Annual Gross Revenue Computation;
- C. Projection of Total Project Cost;
- D. Projected Statement of Stabilized Property Operations;
- E. Disclosure Statement;
- F. Commencement Certification;
- G. Compliance with State & Local Laws Certification;
- H. Diligent Inquiry Certification;
- I. Certificate of Formation;
- J. Restated proposed Financial Agreement.

I hereby certify to the best of my knowledge and belief, that all of the information contained in this application is true and correct and that I have made a diligent inquiry to confirm the accuracy of all such information.

BR CRITERION URBAN RENEWAL
COMPANY, LLC

DATED: August 2, 2012

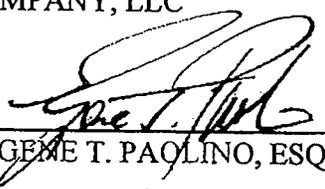
By: 
EUGENE T. PAOLINO, ESQ., as Counsel

EXHIBIT A
DESCRIPTION OF THE PROPERTY

DESCRIPTION OF PROPERTY
LOT 25, BLOCK 1915
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

BEGINNING at a point on the northwesterly line of Cornelison Avenue, said point being a distance of 487.84 feet northeast of the intersection formed by said northwesterly line of Cornelison Avenue and the northeasterly line of Fairmount Avenue, and running; thence

1. North 43 degrees 26 minutes 03 seconds West, 223.00 feet to a point on the southeasterly line of Clifton Place; thence,
2. Along the southeasterly line of Clifton Place, North 46 degrees 33 minutes 55 seconds East, 31.92 feet to a point; thence,
3. Along the southeasterly line of Clifton Place, North 30 degrees 17 minutes 32 seconds East, 148.89 feet to a point; thence,
4. Along a new block limit line, between Block 1899 and Block 1915, South 59 degrees 42 minutes 28 seconds East, 100.66 feet to a point; thence,
5. Continuing along said new block limit line, South 43 degrees 26 minutes 03 seconds East, 168.10 feet to a point on the northwesterly line of Cornelison Avenue; thence,
6. Along the same, South 46 degrees 33 minutes 57 seconds West, 203.05 feet to the point and place of BEGINNING.

Containing 48,076 square feet, 1.104 Acres of land, more or less.

The above described premises being known and designated as Lot 25, Block 1915 as it appears on a map entitled "Amended Final Subdivision Plat of Block 1915, Lots B1, A4, A5, A6, 14C, 16A, 18D & 22 and Block 1899, Lots H3, 12, 13, 14, 15, 16 & 17 for Metrovest Equities, Inc." situated in Jersey City, Hudson County, NJ; dated March 3, 2005; revised through April 16, 2007, and prepared by Medina Consultants, PC, 1100 Valley Brook Avenue, Lyndhurst, NJ 07071; William H. Doolittle, PLS New Jersey Lic. No. 24GS03624000; about to be filed in the Hudson County Clerk's Office.



William H. Doolittle, P.L.S.

New Jersey Professional Land Surveyor No. 24GS03624000

EXHIBIT B
TOTAL ANNUAL GROSS REVENUE COMPUTATION

Criterion	Proforma - Stabilized NOI	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15			
		\$/Res1 Unit	\$/Sq. SF	%	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$			
Gross Potential Rent		19,880	22.09	105.28%	4,970,025	5,069,426	5,170,814	5,274,230	5,379,715	5,487,309	5,591,928	5,621,488	5,998,131	6,176,015	6,361,295	6,552,134	6,748,698	6,951,159	7,159,694
Commercial/Storage Income		-	0.00%	0.00%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Income		19,880	22.09	105.28%	4,970,025	5,069,426	5,170,814	5,274,230	5,379,715	5,487,309	5,591,928	5,621,488	5,998,131	6,176,015	6,361,295	6,552,134	6,748,698	6,951,159	7,159,694
Less Vacancy & Loss		(994)	(1.10)	-5.28%	(248,507)	(253,471)	(258,541)	(263,712)	(268,866)	(274,365)	(282,598)	(291,074)	(299,807)	(308,801)	(318,085)	(327,607)	(337,439)	(347,559)	(357,985)
Effective Gross Income		18,886	20.98	100.00%	4,721,524	4,815,954	4,912,273	5,010,519	5,110,729	5,212,944	5,369,332	5,530,412	5,698,324	5,867,214	6,043,231	6,224,527	6,411,263	6,603,601	6,801,709

EXHIBIT C
ESTIMATED TOTAL PROJECT COST

BR CRITERION URBAN RENEWAL
COMPANY, LLC
(SEE SECTION 6 OF THE REVISED APPLICATION)

EXHIBIT D

PROJECTED STATEMENT OF STABILIZED PROPERTY OPERATIONS

Criterion Proforma - Stabilized NOI	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$	\$	\$	\$	\$	\$
Gross Potential Rent	4,970,025	5,069,428	5,170,814	5,274,230	5,379,715	5,487,309
Commercial/Storage Income	-	-	-	-	-	-
Total Income	4,970,025	5,069,428	5,170,814	5,274,230	5,379,715	5,487,309
Less Vacancy & Loss	(298,202)	(304,166)	(310,249)	(316,454)	(322,783)	(329,239)
Effective Gross Income	4,671,824	4,765,260	4,860,565	4,957,776	5,056,932	5,158,071
Expenses						
Real Estate Taxes	703,842	717,715	732,089	746,710	761,645	776,877
Water/Sewer	78,750	81,113	83,546	86,052	88,634	91,293
Insurance	81,450	83,894	86,410	89,003	91,673	94,423
Utilities	300,000	309,000	318,270	327,818	337,653	347,782
Payroll	280,000	288,400	297,052	305,964	315,142	324,597
Repairs/Maintenance	159,750	164,543	169,479	174,563	179,800	185,194
Property Association Fee	-	-	-	-	-	-
Management Fee at 3% of EGI	140,155	142,958	145,817	148,733	151,708	154,742
Reserves	235,000	235,000	235,000	235,000	235,000	235,000
Professional Fees	60,000	61,800	63,654	65,564	67,531	69,558
Total Expenses	2,038,747	2,084,421	2,131,297	2,179,407	2,228,785	2,279,465
Interest Expense	1,702,695	1,702,695	1,702,695	1,702,695	1,702,695	1,702,695
Amortization	284,171	284,171	284,171	284,171	284,171	284,171
Net Income	646,211	683,973	742,402	791,503	841,281	891,739

EXHIBIT E

DISCLOSURE STATEMENT

Applicant makes the following disclosure of ownership:

- (a) Names, addresses and telephone numbers of principals owning ten percent (10%) or more of Applicant are:

Beacon Redevelopment, LLC
100 Washington Boulevard
Stamford, CT 06902
Attention: Paul J. Kuehner (203) 644-1522
(Sole Member of Applicant)

- (b) Names, addresses and telephone numbers of partners, managers and officers of the managing member of the sole member of Applicant is:

BLTREJV2 Beacon LLC
c/o Building and Land Technology
100 Washington Boulevard
Stamford, CT 06902
Attn: Greg Bates (203) 644-1593

EXHIBIT F

COMMENCEMENT CERTIFICATION

BR Criterion Urban Renewal Company, LLC

COMMENCEMENT CERTIFICATION

The Applicant, being the developer of the Project, hereby certifies that:

Construction of the Project did not commence prior to the final approval and execution of the original Financial Agreement between the City and the Applicant's predecessor.

The foregoing statement made by me this ____ day of August 2012 is true to the best of my knowledge and I understand that the City of Jersey City is relying on this Certification in considering this Application.

.... BR CRITERION URBAN RENEWAL, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

By: _____
Paul Kuehner, Managing Member

EXHIBIT G
COMPLIANCE WITH STATE & LOCAL LAWS
CERTIFICATION

The Applicant, being an affiliate of the Redeveloper of the Project, hereby certifies that:

1. The Project meets the requirements of the laws of the State of New Jersey for consideration for a tax abatement because it is located in a designated Urban Enterprise Zone and located within a Redevelopment Area.
2. The Project complies with the Beacon Redevelopment Plan, subject to certain deviations granted by the Jersey City Planning Board.

The foregoing statements made by me on this 4th Day of May 2012 are true to the best of my knowledge and after it has made diligent inquiry to confirm the accuracy of all information.

BR Criterion Urban Renewal Company, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

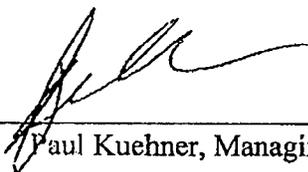
By: 
Paul Kuehner, Managing Member

EXHIBIT H

DILIGENT INQUIRY CERTIFICATION

BR Criterion Urban Renewal Company, LLC

The Applicant hereby certifies to the City of Jersey City that all information contained in this Application is true and correct to the best of Applicant's knowledge, after it has made diligent inquiry to confirm the accuracy of all information.

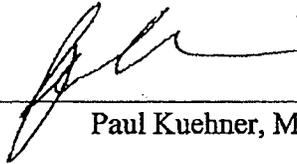
BR Criterion Urban Renewal Company, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

Dated: May 4, 2012

By: _____



Paul Kuehner, Managing Member

EXHIBIT I
CERTIFICATE OF FORMATION



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

LORI GRIFA
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: BR CRITERION URBAN RENEWAL COMPANY, LLC
File # 1120
An Urban Renewal Entity

This is to certify that the attached REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 13th day of December 2011 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY

Edward M. Smith, Director
Division of Codes and Standards



Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BR CRITERION URBAN RENEWAL COMPANY, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2011, AT 4:56 O'CLOCK P.M.



5071947 8100

111237507

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9187152

DATE: 11-30-11

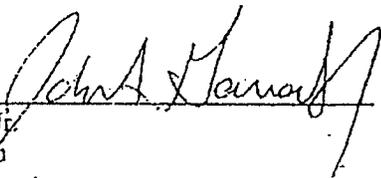
**CERTIFICATE OF FORMATION
OF
BR CRITERION URBAN RENEWAL COMPANY, LLC**

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is: BR Criterion Urban Renewal Company, LLC (hereinafter called the "Company").

SECOND: The address, including street, number, city and county of the registered office of the Company in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801, and the name of the registered agent of the Company in the State of Delaware at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of BR Criterion Urban Renewal Company, LLC this 29th day of November, 2011.



John A. Garraty, Jr.
Authorized Person

EXHIBIT J
FINANCIAL AGREEMENT

Re: BR Criterion Urban Renewal Company, LLC
 Block 13601 Lot 8
 Beacon Redevelopment Plan

PREAMBLE

THIS AMENDED AND RESTATED FINANCIAL AGREEMENT, (“Agreement”) is made the ____ day of _____ 2012 by and between BR Criterion Urban Renewal Company, 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 4 Beacon Way, # 16, Jersey City, New Jersey 07304 (Entity” or “Owner”), 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 successor in interest to Criterion Urban Renewal Company, L.L.C., (“Criterion Urban”) by conveyance on December 29, 2011 and the Owner of certain property designated as Block 15303, Lot 12, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement (the “Property”); and

WHEREAS, by Municipal Ordinance 06-156, the City granted Criterion Urban a tax abatement for a condominium project on the Property and executed a financial agreement in conformity therewith; and

WHEREAS, the Property is located within the boundaries of the Beacon Redevelopment Plan and is listed in the National Register of Historic Places and the New Jersey Register of Historic

Place and is further subject to an Historic Preservation Easement, dated March 10, 2005, given by the Entity to the New Jersey State Historic Preservation Office (“NJSHPO”); and

WHEREAS, the Entity plans to substantially rehabilitate, restore and construct a residential building, containing approximately 250 residential rental units (the “Project”); and

WHEREAS, on August ____, 2012, the Entity filed a revised amended Application with the City for a long term tax exemption for the Project; and

WHEREAS, the City made the following findings:

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

1. the current real estate tax generates \$52,196.29, whereas, the Annual Service charge as estimated, and will generate revenue to the City at its commencement of approximately \$472,152;
2. the Entity shall pay the City the sum of \$ _____, as an affordable housing contribution pursuant to Ordinance _____;
3. it is expected that the Project will create approximately 130 jobs during construction and 14 new permanent jobs;
4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the new residents;
5. the Project will further the redevelopment objectives of the Beacon Redevelopment Plan;
6. the City’s impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of 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 _____, 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. 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(b).

ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual 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.

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 - A default by the Entity 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 BR Mercury Urban Renewal Company, LLC (who is the successor-in-interest to Mercury Urban), 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. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. 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.

xii. 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.

xiii. 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.

xiv. 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 S-039, 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 all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Lease Up Period - That period of time, beginning on the date of the issuance of the first Certificate of Occupancy (whether permanent or temporary) for any unit in the Project and ending on the date of the Lease Up Expiration (as hereafter defined). During the Lease Up Period the Entity shall pay to the City a sum calculated as follows: (1) the total amount of the estimated Annual Service Charge for all units in the Project, as estimated by the Entity in its Tax Abatement

Application, shall be divided by the number of all proposed units in the Project in order to obtain the estimated Annual Service Charge on a per unit basis; (2) the estimated per unit Annual Service Charge will again be divided by 12 in order to calculate the monthly amount of the Annual Service Charge on a per unit basis; and (3) the resulting amount shall be multiplied by the number of units having been issued a permanent or temporary Certificate of Occupancy, irrespective of whether or not the unit is actually occupied or generates any rental revenue. The payment shall be calculated as of the 1st day of the month during the Lease Up Period. The Lease Up Period shall expire eighteen (18) months after the issuance of the first Certificate of Occupancy for any unit in the Project (the "Lease Up Expiration.")

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be 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 event the property was tax exempt, then the amount of the taxes that would have been assessed had the property been subject to conventional taxation, which amount the parties agree is \$52,196.29.

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 (as hereafter defined); 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 a permanent or temporary Certificate of Occupancy for any residential unit in 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 the Total Project Cost (1) 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 (2) 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, all as set forth in N.J.S.A. 40A:20-3(h).

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 13601, Lot 8, 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 will substantially restore and construct a residential building, containing approximately 250 market rate residential rental units, 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 by (i) one or more management companies who will enter into a management contract with the Entity or (ii) by the Entity itself. ...

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 Good Faith Estimate of Initial Rental

The Entity represents that its good faith projections of the initial rental schedules 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 ____ years from the date of the adoption of Ordinance ____ on _____, which approved the tax exemption or fifteen (15) 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: (a) the Minimum Annual Service Charge or (b) an Annual Service Charge equal to (i) ten percent (10%) of the Annual Gross Revenue for a period of ten (10) years, commencing on the date of Substantial Completion of the Project; and (ii) twelve percent (12%) of the Annual Gross Revenue for a period of five (5) years commencing with the expiration of the period set forth in subsection (i) above. 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. Notwithstanding anything to the contrary contained herein, during the Lease-Up Period, the Annual Service Charge shall be prorated in accordance Section 1.2 (xv) above.

(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:

STAGE ONE:

From the first day of the month following Substantial Completion until the last day of the sixth (6th) year Applicant shall pay the Annual Service Charge to the Municipality.

STAGE TWO:

For a period of three (3) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or twenty percent (20%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE THREE:

For a period of three (3) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or forty percent (40%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE FOUR:

For a period of two (2) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or sixty percent (60%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE FIVE:

For a period of one (1) year thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or eighty percent (80%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

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

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity shall pay the City the sum of \$_____ or \$1500 per unit as a contribution. The sum shall be due and payable as follows: 1/3 on or before the execution of the tax exemption Financial Agreement; 1/3 on or before the issuance of the first of any construction permit for the Project; and 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project. The Entity acknowledges that the City relies on this payment and will enter into agreements in anticipation of receiving such funds in a timely manner.

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

Section 4.7 Material Conditions

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

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project 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 and while 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 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

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 reasonable request and at least seven (7) days prior written notice to the Entity, examination and audit of its books, contracts, records, documents and papers of the Entity. 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.

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 ten percent (10%) of the Annual 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 ten percent (10%) of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

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

Section 8.3 Payment of Reserve/ Excess Net Profit upon Termination, Expiration or Sale

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

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval

Any sale or transfer of the Project may be voidable 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:20-10(d).

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

Section 9.2 Fee

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

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of the 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 shall also be terminable 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) day, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7 after ten (10) days prior written notice to the Entity, and provided such

charges are not then reasonably in dispute, the Entity shall not be subject to the default procedural remedies as provided in Section 11.1 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.

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 Law. The cost for the arbitration shall be borne equally by the parties.

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 by counsel selected by the Entity with the reasonable approval of the City. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the reasonable expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail or Overnight Carrier

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

Section 16.2 Sent by City

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

BR Criterion Urban Renewal Company, L.L.C.
4 Beacon Way # 16
Jersey City, New Jersey 07304

With copies to:

Eugene T. Paolino, Esq.
Schumann Hanlon, L.L.C
30 Montgomery Street, 15th Floor
Jersey City, New Jersey 07302

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.

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;
8. Project Employment and Contracting 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.

WITNESS/ATTEST:

**BR CRITERION URBAN RENEWAL
COMPANY, LLC**

By: _____

WITNESS/ATTEST:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

By: _____

City Clerk File No. Ord. 12-128

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-128

TITLE: **ORDINANCE AUTHORIZING THE ASSIGNMENT NUNC PRO TUNC OF THE FINANCIAL AND PREPAYMENT AGREEMENTS FROM THE HAGUE URBAN RENEWAL COMPANY, LLC, TO BR HAGUE URBAN RENEWAL COMPANY, LLC**

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

WHEREAS, on or about November 30, 2005, The Hague Urban Renewal Company, LLC [the Original Entity], applied for a Long Term Tax Exemption under N.J.S.A. 40A:20-1 et seq., for land and improvements located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, known on the City's Tax Map as Block 15303, Lot 11 (formerly known as Block 1915, Lot 24), and more commonly known by the street address of 88 Clifton Place [Property]; and

WHEREAS, The Hague Urban Renewal Company, LLC, was to have substantially rehabilitated, restored and constructed a residential building, to contain approximately 149 market rate residential condominium units [Project]; and

WHEREAS, by adoption of Ordinance 06-157 on December 13, 2006, the City of Jersey City [City] approved a long term tax exemption with a service charge equal to twelve percent (12%) of the Annual Gross Revenue with a term of the earlier of thirty-five (35) years from adoption of the ordinance or thirty (30) years from substantial completion of the Project; and

WHEREAS, on January 3, 2007, the City executed a financial agreement with The Hague Urban Renewal Company, LLC, for the Project [Financial Agreement] and a service charge prepayment agreement [Prepayment Agreement]; and

WHEREAS, pursuant to the Prepayment Agreement, The Hague Urban Renewal Company, LLC, was required to make a payment equal to the Annual Service Charge of \$344,911 on or before June 1, 2007, which sum was to have been credited over the four (4) years following project completion [Prepayment]; and

WHEREAS, The Hague Urban Renewal Company, LLC, paid the full amount of the Prepayment; and

WHEREAS, The Hague Urban Renewal Company, LLC, did not pay the Affordable Housing contribution, which was \$223,500; and

WHEREAS, on or about December 29, 2011, The Hague Urban Renewal Company, LLC, transferred the property to BR Hague Urban Renewal Company, LLC [the New Entity]; and

WHEREAS, on August 2, 2012, The Hague Urban Renewal Company, LLC, filed an application to obtain the City's approval nunc pro tunc to amend the tax abatement and assign it to BR Hague Urban Renewal Company, LLC; and

WHEREAS, BR Hague Urban Renewal Company, LLC, is 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. [the New Entity]; and

WHEREAS, on August 10, 2012 the Tax Exemption Committee recommended the approval of the assignment to the Mayor; and

ORDINANCE AUTHORIZING THE ASSIGNMENT NUNC PRO TUNC OF THE FINANCIAL AND PREPAYMENT AGREEMENTS FROM THE HAGUE URBAN RENEWAL COMPANY, LLC, TO BR HAGUE URBAN RENEWAL COMPANY, LLC

WHEREAS, pursuant to Section 9.1 of the Financial Agreement, the City is required to consent to the assignment so long as 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 Original Entity is not then in default of this Agreement or the Law; 4) the Original Entity's obligations under this Agreement are fully assumed by the New Entity; and

WHEREAS, both The Criterion Urban Renewal Company, LLC, and BR Criterion Urban Renewal Company, LLC, have complied with the terms of Section 9.1 of the Financial Agreement; and

WHEREAS, the City will receive a transfer fee of 2% of the estimated Annual Service Charge, or \$6,898, the maximum transfer fee permitted under N.J.S.A. 40A:20-10(d); and

WHEREAS, BR Hague Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

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

A. The application of The Hague Urban Renewal Company, LLC, to assign the tax exemption and financial agreement to BR Hague Urban Renewal Company, 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 designated as Block 15303, Lot 11 (formerly known as Block 1915, Lot 24), on the City's Official Tax map, more commonly known by the street address of 88 Clifton Place, more specifically described by metes and bounds in the application, is hereby approved, nunc pro tunc, as of December 29, 2011, provided that BR Hague Urban Renewal Company, LLC, pays the full amount of the Affordable Housing Trust Fund contribution or \$223,500 no later than sixty (60) days from the date of the adoption of the within ordinance.

B. The Mayor or Business Administrator is hereby authorized to acknowledge or approve an assignment and assumption agreement of the tax exemption and financial agreement between the parties.

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

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

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

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

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

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

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

JM/he
9/20/12

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

**CONSENT TO ASSIGNMENT OF FINANCIAL AGREEMENT AND
ASSUMPTION OF FINANCIAL AGREEMENT, AMONG
THE HAGUE URBAN RENEWAL COMPANY, LLC,
BR HAGUE URBAN RENEWAL COMPANY, LLC
AND THE CITY OF JERSEY CITY**

THIS AGREEMENT is dated the ___ day of _____, 2012, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302, **THE HAGUE URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company having an office at c/o Metrovest Equities, Inc., 731 Lexington Avenue, New York, NY 10022 [Original Entity]; and **BR HAGUE URBAN RENEWAL COMPANY, LLC**, a New Jersey limited liability company having an office at c/o Beacon Redevelopment, LLC, 4 Beacon Way, #16, Jersey City, NJ 07304 [New Entity].

WHEREAS, pursuant to N.J.S.A. 40A:20-1 et seq., and Ordinance 06-157 adopted on December 13, 2006, the City approved a Long Term Tax Exemption and the execution of a Financial Agreement with The Hague Urban Renewal Company, LLC [Original Entity] for the construction of a residential building, containing approximately 149 market rate residential condominium units, and more particularly described as Block 15303, Lot 11 (formerly known as Block 1915, Lot 24), on the official Tax Map of the City of Jersey City, and more commonly known by the street address of 88 Clifton Place, Jersey City [Project]; and

WHEREAS, the City and the Original Entity, entered into a financial agreement dated and executed on January 3, 2007 [Financial Agreement]; and

WHEREAS, pursuant to an Agreement of Sale the Original Entity, as seller agreed to sell the Project and assign the Financial Agreement to BR Hague Urban Renewal Company, LLC [the New Entity]; and

WHEREAS, the Financial Agreement provides that any sale of the Project or Assignment of the Financial Agreement is null and void unless approved by the City in advance; and

WHEREAS, by application dated August 2, 2012, the Original Entity formally requested that the City give its consent and approval sell the Project and assign the Financial Agreement to the New Entity; and

WHEREAS, by adoption of Ordinance ____ on _____ 2012, the Municipal Council of the City of Jersey City consented to 1) the sale of the Project from the Original Entity to the New Entity; 2) the assignment of the Financial Agreement by the Original Entity; 3) the assumption of the Financial Agreement by the New Entity; and 4) authorized the City Business Administrator to execute any documents necessary and appropriate to effectuate the foregoing; and

WHEREAS, the parties hereto now seek to memorialize the consent of the City to the sale of the project and the assignment of the Financial Agreement by the Original Entity and the assumption of the Financial Agreement by the New Entity;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by the Original Entity of the Financial Agreement to the New Entity and the assumption of the Financial Agreement by the New Entity.

2. The City acknowledges that as of the date hereof, the names and the addresses of the New Entity entitled to receive notice under and pursuant to paragraph 9.1 of the Financial Agreement shall be amended as follows:

3. Pursuant to Section 9.1 of the Financial Agreement, upon written application by the original Entity, the City is required to consent to the sale or transfer of the tax exemption financial Agreement if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of the Financial Agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity under the Financial Agreement.

4. In addition, pursuant to Section 9.1 of the Financial Agreement and as permitted under N.J.S.A. 40A:20-22, any Entity seeking to sell a project, is required to pay the City an amount equal to [1% of the actual sales price, which is ordinarily the consideration stated in the deed to the New Entity, which the Entities hereby confirm is \$ _____ OR 2% of the gross annual service charge].

5. The Financial Agreement dated January 3, 2007, hereby remains in full force and effect.

6. The Original Entity hereby consents to the assignment of the Financial Agreement to the New Entity.

7. The New Entity hereby agrees to assume all obligations previously belonging to the Original Entity under the Financial Agreement.

Any and all capitalized terms in this Agreement shall be defined in accordance with and by reference to the Financial Agreement and/or N.J.S.A. 40A:20-1 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ATTESTED:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**JOHN KELLY
BUSINESS ADMINISTRATOR**

WITNESS:

**THE HAGUE URBAN RENEWAL
COMPANY, LLC [Original Entity]**

WITNESS:

By:
**BRHAGUE URBAN RENEWAL COMPANY,
LLC [New Entity]**

By:

Taxes Due - Yrs 1-10 at 10% of Effective Gross Income, Yrs 11-15 at 12% of Effective Gross Income

Building			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
	2011	2012	2013	2014	2015	2016	2017	2018	2019
Mercury	20,351	21,369	291,853	297,690	303,644	309,717	315,911	322,229	331,896
Orpheum	30,155	31,663	325,561	332,072	338,713	345,488	352,397	359,445	370,229
Beacon Commerce	14,710	15,446	24,938	25,436	25,945	26,464	26,993	27,533	28,359
Beacon Parking	25,572	26,851	167,095	170,437	173,846	177,323	180,869	184,486	190,021
Paramount	36,112	37,918	495,173	505,077	515,178	525,482	535,991	546,711	563,113
Tower	31,249	32,811	34,452	245,423	250,332	255,338	260,445	265,654	270,967
Criterion	51,873	54,467	57,190	60,049	472,152	481,595	491,227	501,052	511,073
Hague	52,938	55,585	58,364	61,282	64,346	488,657	498,430	508,398	518,566
Total	262,960	276,108	1,454,626	1,697,467	2,144,157	2,610,063	2,662,264	2,715,510	2,784,224

REVISED
APPLICATION FOR AN
AMENDED LONG TERM TAX EXEMPTION
FOR
BR HAGUE URBAN RENEWAL COMPANY, LLC

In accordance with the terms of the Executive Orders of the Mayor of the City of Jersey City, the applicable Ordinances of the City of Jersey City and the requirements of a Long Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.*, Applicant is hereby filing the following information:

APPLICANT: BR Hague Urban Renewal Company, LLC
("Hague")
c/o Beacon Redevelopment LLC
4 Beacon Way, #16, Jersey City, NJ 07304

DEVELOPER: Beacon Redevelopment, LLC ("Beacon Redevelopment")
4 Beacon Way, #16, Jersey City, NJ 07304

PROJECT: The Hague Building at The Beacon – Residential Rental Units

LOCATION: 88 Clifton Place
Block 15303, Lot 11 (formerly Block 1915, Lot 24)

REDEVELOPMENT PLAN: The Beacon Redevelopment Plan

GENERAL CONTRACTOR: Dinallo Construction Corp.
215 State Highway 17 South, Wood-Ridge, NJ 07075

ARCHITECT: CPG Architects
1 Dock Street, Stamford, CT 06902

CIVIL ENGINEER: Wyssling Consulting
255 Reserve Street, Boonton, NJ 07005

HISTORIC PRESERVATION CONSULTANT: Ulana Zakalak
Zakalak Associates
4 Beacon Way, Jersey City, NJ 07304

PLANNING CONSULTANT: DMR Architects and Urban Planners
777 Terrace Avenue, Suite 607, Hasbrouck Heights, NJ

ATTORNEY: Eugene T. Paolino, Esq.
Schumann Hanlon LLC
30 Montgomery Street, Jersey City, NJ 07302

APPLICATION

1. **Identification of Development and Project:** The subject improvements are part of the Beacon project (“The Beacon” or the “Development”) and are located within the The Beacon Redevelopment Area and are subject to The Beacon Redevelopment Plan applicable to real property described on the Tax Map of the City of Jersey City as Block 13601, Lots 2, 3, 8, 12, 13, 14, 16 and 17 and Block 15303, 11, 12 and 15 (formerly Block 1915, Lots 23, 24, 25 and Block 1899, Lots 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 and 34) (the “Property”), which has an area of approximately 12.7 acres bounded by Baldwin Avenue to the west, Montgomery Street to the north, Cornelison Avenue to the east and Clifton Place and Fairmount Avenue generally to the south.

The Development is listed in the National Register of Historic Places and the State of New Jersey Register of Historic Places.

The Project is a portion of The Beacon, consisting of Block 15303, Lot 11 (formerly Block 1915, Lot 24). A description of the Project site is attached as **Exhibit A**.

2. **Type of Exemption Requested:** On December 18, 2006, Ordinance #06-157 was approved and signed by Mayor Jerramiah T. Healy, granting a tax abatement for the Project, based on twelve percent (12%) of annual gross revenues for a condominium project for a term of thirty (30) years. A financial agreement (the “Financial Agreement”) was executed by and between The Criterion Urban Renewal Company, LLC and the City of Jersey City pursuant to the Long-Term Tax Exemption Law, *N.J.S.A. 40A:20-1, et seq.* On or about December 29, 2011, the Project was conveyed from Criterion Urban Renewal Company, LLC to Applicant together with all rights, duties and obligations under the Financial Agreement. First, Applicant seeks ratification of such transfer

from Criterion Urban Renewal Company, LLC to Applicant *nunc pro tunc* pursuant to *N.J.S.A.* 40A:20-10. Second, Applicant seeks to amend and restate the Financial Agreement (the “Restated Financial Agreement”) to permit a tax exemption or tax abatement, based on the Long Term Tax Exemption Law, *N.J.S.A.* 40A:20-1 *et seq.* (the “Act”) for a residential rental Project, rather than a condominium Project.

NOTE: Developer has paid the sum of \$2.1MM as a Prepayment under the financial agreement previously approved. This amount represents the aggregate Prepayment paid or attributable to all of the Beacon urban renewal entities, including Applicant.

3. **Term of Tax Exemption:** Pursuant *N.J.S.A.* 40A:20-12 of the Act, it is requested that the term of the Restated Financial Agreement be for a period fifteen (15) years from the completion of the Project.

4. **Description of the Development:** The Developer, Beacon Redevelopment, in conjunction with Applicant and other affiliated qualified urban renewal entities, have been developing and continue to develop a multi-building, multi-phased development entitled “The Beacon” which may ultimately consist of residential space, commercial space, retail space, parking garage and a variety of amenities. The Beacon presently consists of ten (10) mid-rise and high-rise buildings, formerly housing the Jersey City Medical Center. The buildings were planned in the late 1920’s on the site of the former Jersey City Hospital. Most of the buildings were built between 1928 and 1941. It is at this time anticipated that the Development will take place in multiple phases. The Project and the Development are subject to an Historic Preservation Easement, pursuant to an easement agreement between Baldwin Asset Associates Urban Renewal, LLC and the New Jersey State Historic Preservation Office, dated March 10, 2005.

5. **Description of the Project:** The Project to be developed by the Applicant involves a building, known as the Hague. The Hague is a 11-story Art Deco building and will be developed as a residential rental building, containing approximately 229 dwelling units.

6. **Estimated Total Project Cost.** The Total Project Cost is defined pursuant to *N.J.S.A. 40A:20-3(h)*. The estimated Total Project Cost for Applicant is \$32,550,084 and is calculated as follows:

(a)	Cost of land and improvements;	\$4,519,471
(b)	Architect, Engineer and Attorneys' fees for planning, construction and financing the Project;	1,145,433
(c)	Surveying and testing charges;	63,591
(d)	Construction costs (to be certified and verified when actual costs are obtained);	22,017,337
(e)	Insurance, interest and finance costs during construction;	2,739,871
(f)	Costs of permanent financing;	395,000
(g)	Commissions in connection with initial leasing;	265,000
(h)	Real Estate taxes and assessments during construction;	253,333
(i)	Developer's Overhead	1,151,048

7. **Annual Service Charge.** Applicant seeks a tax abatement or exemption as follows:

- ten percent (10%) of annual gross revenue for a period of ten (10) years
- twelve percent (12%) of annual gross revenue for the next five (5) years

It is estimated that the Annual Service Charge, as defined in *N.J.S.A. 40A:20-10* of the Act will commence at \$488, 657.

8. **Construction Schedule:** Construction for the Project is subject to Schedule C of the Amended and Restated Redevelopment Agreement, dated December 28, 2011 by and among the Jersey City Redevelopment Agency, the Hudson County Improvement Authority and the following urban renewal entities: BR Baldwin Asset Associates Urban Renewal Company, LLC,

BR Orpheum Urban Renewal Company, LLC, BR Beacon Commerce Urban Renewal Company, LLC, BR Beacon Parking Urban Renewal Company, LLC, BR Tower Urban Renewal Company, LLC, BR Paramount Urban Renewal Company, LLC, BR Criterion Urban Renewal Company, LLC, BR Hague Urban Renewal Company, LLC and Applicant (the "Redevelopment Agreement"). Construction which will take place in accordance with Site Plan Approval and it is estimated to be completed within eighteen (18) months after the commencement of construction of each building owned by a separate urban renewal entity and subject to the provisions of Schedule C in the Redevelopment Agreement.

9. **Zoning Information:** The Property is located in The Beacon Redevelopment Area. As such, it is subject to the The Beacon Redevelopment Plan (the "Redevelopment Plan") as adopted and amended by the Municipal Council of the City of Jersey City. The Redevelopment Plan specifically provides for and permits the Project.

10. **Real Estate Tax Assessment:**

BLOCK/LOT	LAND	IMPROVEMENT	TOTAL
15303 / 11	\$375,600	\$379,800	\$755,400

11. **Current Real Estate Taxes:** The net property taxes billed for 2011: \$52,938.43.

12. **Status of the Municipal Taxes and Other Charges:** There are no outstanding taxes or fees for municipal assessments against the Property.

13. **Disclosure Statement:** Applicant is a qualified urban renewal limited liability company formed on November 29, 2011 and lawfully approved as a registered foreign urban renewal company. The ownership of the Applicant is set forth on Exhibit H.

14. **Estimated Jobs to be Created:** It is projected that the Project will generate approximately 123 full-time equivalent construction jobs during the term of the construction. In

addition, it is projected that approximately 13 direct permanent employment opportunities will be created upon full operation of the Project. The Property is vacant and, therefore, there will be no loss or displacement of current employment opportunities. In addition, the Project will not require a relocation within the City since all of the direct employment opportunities will be new to the City and its residents.

15. **Compliance with State and Local Redevelopment Laws:** Applicant certifies that the proposed Project is located within The Beacon Redevelopment Area and as such meets the requirements of the laws of the State of New Jersey for consideration for tax abatement. In addition, it is further certified that Applicant has been lawfully established as an urban renewal entity and, as such, will be entitled to receive the benefits of a tax abatement under the laws of the State of New Jersey and the City of Jersey City.

16. **Affordable Housing Trust Fund Contribution:** The amount to be paid, if any, is subject to an accounting and discussion with the City.

17. **Form of Financial Agreement:** Attached as **Exhibit J** is a proposed form of Financial Agreement between the City of Jersey City and Applicant with Exhibits.

18. **Certificate of Formation:** Attached as **Exhibit I** to the Financial Agreement is a copy of the Certificate of Formation of Applicant.

19. **List of Exhibits for BR Hague Urban Renewal Company, LLC Application:**

- A. Description of the Property;
- B. Total Annual Gross Revenue Computation;
- C. Projection of Total Project Cost;
- D. Projected Statement of Stabilized Property Operations;
- E. Disclosure Statement;
- F. Commencement Certification;
- G. Compliance with State & Local Laws Certification;
- H. Diligent Inquiry Certification;
- I. Certificate of Formation.

J. Amended proposed Financial Agreement – see attached.

I hereby certify to the best of my knowledge and belief, that all of the information contained in this application is true and correct and that I have made a diligent inquiry to confirm the accuracy of all such information.

BR HAGUE URBAN RENEWAL
COMPANY, LLC

DATED: August 2, 2012

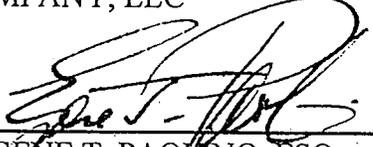
By: 
EUGENE T. PAOLINO, ESQ., as Counsel

EXHIBIT A
DESCRIPTION OF THE PROPERTY

DESCRIPTION OF PROPERTY
LOT 24, BLOCK 1915
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY

BEGINNING at a point on the northwesterly line of Cornelison Avenue, said point being a distance of 275.77 feet northeast of the intersection formed by said northwesterly line of Cornelison Avenue and the northeasterly line of Fairmount Avenue, and running; thence

1. North 43 degrees 26 minutes 03 seconds West, 223.00 feet to a point on the southeasterly line of Clifton Place; thence,
2. Along the southeasterly line of Clifton Place, North 46 degrees 33 minutes 57 seconds East, 212.07 feet to a point; thence,
3. South 43 degrees 26 minutes 03 seconds East, 223.00 feet to a point on the northwesterly line of Cornelison Avenue; thence,
4. Along the same, South 46 degrees 33 minutes 57 seconds West, 212.07 feet to the point and place of BEGINNING.

Containing 47,292 square feet, 1.086 Acres of Land, more or less.

The above described premises being known and designated as Lot 24, Block 1915 as it appears on a map entitled "Amended Final Subdivision Plat of Block 1915, Lots B1, A4, A5, A6, 14C, 16A, 18D & 22 and Block 1899, Lots H3, 12, 13, 14, 15, 16 & 17 for Metrovest Equities, Inc." situated in Jersey City, Hudson County, NJ; dated March 3, 2005; revised through April 16, 2007, and prepared by Medina Consultants, PC, 1100 Valley Brook Avenue, Lyndhurst, NJ 07071; William H. Doolittle, PLS New Jersey Lic. No. 24GS03624000; about to be filed in the Hudson County Clerk's Office.



William H. Doolittle, P.L.S.

New Jersey Professional Land Surveyor No. 24GS03624000

EXHIBIT B
TOTAL ANNUAL GROSS REVENUE COMPUTATION

Hague Proforma - Stabilized NOI		Year 1	Year 1	%	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$/Resl Unit	\$/Net SF			\$	\$	\$	\$	\$	\$
Gross Potential Rent	22,835	23.67	101.45%	5,023,755	5,124,230	5,226,715	5,331,249	5,437,874	5,546,631	
Commercial/Storage Income	545	0.57	2.42%	120,000	122,400	124,848	127,345	129,892	132,490	
Total Income	23,381	24.23	103.88%	5,143,755	5,246,630	5,351,563	5,458,594	5,567,766	5,679,121	
Less Vacancy & Loss	(1,169)	(1.21)	-5.19%	(257,189)	(262,332)	(267,578)	(272,930)	(278,388)	(283,956)	
Effective Gross Income	22,212	23.02	98.68%	4,886,567	4,984,299	5,083,985	5,185,664	5,289,378	5,395,165	

EXHIBIT C
ESTIMATED TOTAL PROJECT COST

BR HAGUE URBAN RENEWAL COMPANY, LLC
(SEE SECTION 6 OF THE REVISED APPLICATION)

EXHIBIT D

PROJECTED STATEMENT OF STABILIZED PROPERTY OPERATIONS

Hague Proforma - Stabilized NOI	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	\$	\$	\$	\$	\$	\$
Gross Potential Rent	5,023,755	5,124,230	5,226,715	5,331,249	5,437,874	5,546,831
Commercial/Storage Income	120,000	122,400	124,848	127,345	129,892	132,490
Total Income	5,143,755	5,246,630	5,351,563	5,458,594	5,567,766	5,679,121
Less Vacancy & Loss	(308,825)	(314,798)	(321,094)	(327,518)	(334,066)	(340,747)
Effective Gross Income	4,835,130	4,931,832	5,030,469	5,131,078	5,233,700	5,338,374
Expenses						
Real Estate Taxes	669,741	683,136	698,799	710,735	724,949	739,448
Water/Sewer	78,750	81,113	83,546	86,052	88,634	91,293
Insurance	81,450	83,894	86,410	89,003	91,673	94,423
Utilities	300,000	309,000	318,270	327,818	337,653	347,782
Payroll	280,000	288,400	297,052	305,984	315,142	324,597
Repairs/Maintenance	158,750	163,513	168,418	173,470	178,675	184,035
Property Association Fee	-	-	-	-	-	-
Management Fee at 3% of EGI	145,054	147,955	150,914	153,932	157,011	160,151
Reserves	215,280	215,260	215,260	215,260	215,260	215,260
Professional Fees	60,000	61,800	63,654	65,564	67,531	69,556
Total Expenses	1,989,005	2,034,069	2,080,323	2,127,797	2,178,527	2,228,545
Interest Expense	1,840,647	1,840,647	1,840,647	1,840,647	1,840,647	1,840,647
Amortization	307,194	307,194	307,194	307,194	307,194	307,194
Net Income	698,284	749,822	802,305	855,440	909,332	963,988

EXHIBIT E

DISCLOSURE STATEMENT

Applicant makes the following disclosure of ownership:

- (a) Names, addresses and telephone numbers of principals owning ten percent (10%) or more of Applicant are:

Beacon Redevelopment, LLC
100 Washington Boulevard
Stamford, CT 06902
Attention: Paul J. Kuehner (203) 644-1522
(Sole Member of Applicant)

- (b) Names, addresses and telephone numbers of partners, managers and officers of the managing member of the sole member of Applicant is:

BLTREJV2 Beacon LLC
c/o Building and Land Technology
100 Washington Boulevard
Stamford, CT 06902
Attn: Greg Bates (203) 644-1593

EXHIBIT F
COMMENCEMENT CERTIFICATION

BR Hague Urban Renewal Company, LLC

COMMENCEMENT CERTIFICATION

The Applicant, being the developer of the Project, hereby certifies that:

Construction of the Project did not commence prior to the final approval and execution of the original Financial Agreement between the City and the Applicant's predecessor.

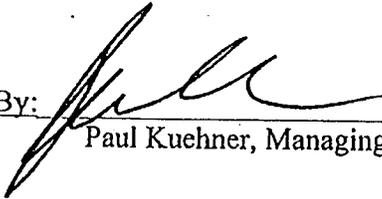
The foregoing statement made by me this 2 day of August 2012 is true to the best of my knowledge and I understand that the City of Jersey City is relying on this Certification in considering this Application.

BR HAGUE URBAN RENEWAL, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

By:



Paul Kuehner, Managing Member

EXHIBIT G
COMPLIANCE WITH STATE & LOCAL LAWS
CERTIFICATION

The Applicant, being an affiliate of the Redeveloper of the Project, hereby certifies that:

1. The Project meets the requirements of the laws of the State of New Jersey for consideration for a tax abatement because it is located in a designated Urban Enterprise Zone and located within a Redevelopment Area.
2. The Project complies with the Beacon Redevelopment Plan, subject to certain deviations granted by the Jersey City Planning Board.

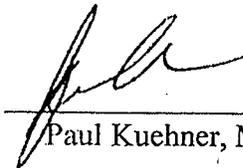
The foregoing statements made by me on this 4th Day of May 2012 are true to the best of my knowledge and after it has made diligent inquiry to confirm the accuracy of all information.

BR Hague Urban Renewal Company, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

By: _____



Paul Kuehner, Managing Member

EXHIBIT H

DILIGENT INQUIRY CERTIFICATION

BR Hague Urban Renewal Company, LLC

The Applicant hereby certifies to the City of Jersey City that all information contained in this Application is true and correct to the best of Applicant's knowledge, after it has made diligent inquiry to confirm the accuracy of all information.

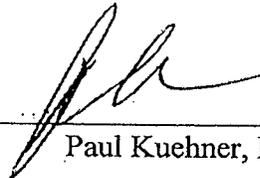
BR Hague Urban Renewal Company, LLC

By: Beacon Redevelopment, LLC

By: BLTREJV2 Beacon, LLC

Dated: May 4, 2012

By: _____



Paul Kuehner, Managing Member

EXHIBIT I
CERTIFICATE OF FORMATION



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

LORI GRIFA
Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: BR HAGUE URBAN RENEWAL COMPANY, LLC
File # 1121
An Urban Renewal Entity

This is to certify that the attached REGISTRATION OF FOREIGN LIMITED LIABILITY COMPANY OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 13th day of December 2011 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY


Edward M. Smith, Director
Division of Codes and Standards



Delaware

PAGE 1

The First State

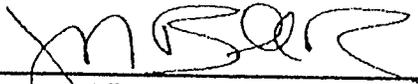
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "BR HAGUE URBAN RENEWAL COMPANY, LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF NOVEMBER, A.D. 2011, AT 4:54 O'CLOCK P.M.



5071943 8100

111237493

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9187141

DATE: 11-30-11

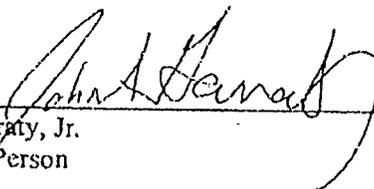
**CERTIFICATE OF FORMATION
OF
BR HAGUE URBAN RENEWAL COMPANY, LLC**

Under Section 18-201 of the Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is: BR Hague Urban Renewal Company, LLC (hereinafter called the "Company").

SECOND: The address, including street, number, city and county of the registered office of the Company in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, 19801, and the name of the registered agent of the Company in the State of Delaware at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of BR Hague Urban Renewal Company, LLC this 29th day of November, 2011.



John A. Garraty, Jr.
Authorized Person

EXHIBIT J
FINANCIAL AGREEMENT

Re: BR Hague Urban Renewal Company, LLC
Block 13601 Lot 8
Beacon Redevelopment Plan

PREAMBLE

THIS AMENDED AND RESTATED FINANCIAL AGREEMENT, (“Agreement”) is made the ____ day of _____ 2012 by and between BR Hague Urban Renewal Company, 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 4 Beacon Way, # 16, Jersey City, New Jersey 07304 (Entity” or “Owner”), 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 successor in interest to Hague Urban Renewal Company, L.L.C., (“Hague Urban”) by conveyance on December 29, 2011 and the Owner of certain property designated as Block 15303, Lot 11, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement (the “Property”); and

WHEREAS, by Municipal Ordinance 06-157, the City granted Hague Urban a tax abatement for a condominium project on the Property and executed a financial agreement in conformity therewith; and

WHEREAS, the Property is located within the boundaries of the Beacon Redevelopment Plan and is listed in the National Register of Historic Places and the New Jersey Register of Historic

Place and is further subject to an Historic Preservation Easement, dated March 10, 2005, given by the Entity to the New Jersey State Historic Preservation Office (“NJSHPO”); and

WHEREAS, the Entity plans to substantially rehabilitate, restore and construct a residential building, containing approximately 229 residential rental units (the “Project”); and

WHEREAS, on August ____, 2012, the Entity filed a revised amended Application with the City for a long term tax exemption for the Project; and

WHEREAS, the City made the following findings:

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

1. the current real estate tax generates \$52,938.43, whereas, the Annual Service charge as estimated, and will generate revenue to the City at its commencement of approximately \$488,657;
2. the Entity shall pay the City the sum of \$_____, as an affordable housing contribution pursuant to Ordinance _____;
3. it is expected that the Project will create approximately 123 jobs during construction and 13 new permanent jobs;
4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the new residents;
5. the Project will further the redevelopment objectives of the Beacon Redevelopment Plan;
6. the City’s impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of 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 _____, 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. 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(b).

ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual 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.

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 - A default by the Entity 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 BR Mercury Urban Renewal Company, LLC (who is the successor-in-interest to Mercury Urban), 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. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. 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.

xii. 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.

xiii. 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.

xiv. 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 S-039, 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 all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Lease Up Period - That period of time, beginning on the date of the issuance of the first Certificate of Occupancy (whether permanent or temporary) for any unit in the Project and ending on the date of the Lease Up Expiration (as hereafter defined). During the Lease Up Period the Entity shall pay to the City a sum calculated as follows: (1) the total amount of the estimated Annual Service Charge for all units in the Project, as estimated by the Entity in its Tax Abatement

Application, shall be divided by the number of all proposed units in the Project in order to obtain the estimated Annual Service Charge on a per unit basis; (2) the estimated per unit Annual Service Charge will again be divided by 12 in order to calculate the monthly amount of the Annual Service Charge on a per unit basis; and (3) the resulting amount shall be multiplied by the number of units having been issued a permanent or temporary Certificate of Occupancy, irrespective of whether or not the unit is actually occupied or generates any rental revenue. The payment shall be calculated as of the 1st day of the month during the Lease Up Period. The Lease Up Period shall expire eighteen (18) months after the issuance of the first Certificate of Occupancy for any unit in the Project (the "Lease Up Expiration.")

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be 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 event the property was tax exempt, then the amount of the taxes that would have been assessed had the property been subject to conventional taxation, which amount the parties agree is \$52,938.43.

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 (as hereafter defined); 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 a permanent or temporary Certificate of Occupancy for any residential unit in 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 the Total Project Cost (1) 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 (2) 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, all as set forth in N.J.S.A. 40A:20-3(h).

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 13601, Lot 8, 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 will substantially restore and construct a residential building, containing approximately 229 market rate residential rental units, 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 by (i) one or more management companies who will enter into a management contract with the Entity or (ii) by the Entity itself.

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 Good Faith Estimate of Initial Rental

The Entity represents that its good faith projections of the initial rental schedules 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 ____ years from the date of the adoption of Ordinance ____ on _____, which approved the tax exemption or fifteen (15) 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: (a) the Minimum Annual Service Charge or (b) an Annual Service Charge equal to (i) ten percent (10%) of the Annual Gross Revenue for a period of ten (10) years, commencing on the date of Substantial Completion of the Project; and (ii) twelve percent (12%) of the Annual Gross Revenue for a period of five (5) years commencing with the expiration of the period set forth in subsection (i) above. 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. Notwithstanding anything to the contrary contained herein, during the Lease-Up Period, the Annual Service Charge shall be prorated in accordance Section 1.2 (xv) above.

(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:

STAGE ONE:

From the first day of the month following Substantial Completion until the last day of the sixth (6th) year Applicant shall pay the Annual Service Charge to the Municipality.

STAGE TWO:

For a period of three (3) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or twenty percent (20%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE THREE:

For a period of three (3) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or forty percent (40%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE FOUR:

For a period of two (2) years thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or sixty percent (60%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

STAGE FIVE:

For a period of one (1) year thereafter, the Applicant shall pay an amount equal to the amount of Annual Service Charge or eighty percent (80%) of the amount otherwise due on the value of the land and improvements, whichever shall be greater.

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

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity shall pay the City the sum of \$_____ or \$1500 per unit as a contribution. The sum shall be due and payable as follows: 1/3 on or before the execution of the tax exemption Financial Agreement; 1/3 on or before the issuance of the first of any construction permit for the Project; and 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project. The Entity acknowledges that the City relies on this payment and will enter into agreements in anticipation of receiving such funds in a timely manner.

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

Section 4.7 Material Conditions

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

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project 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 and while 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 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

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 reasonable request and at least seven (7) days prior written notice to the Entity, examination and audit of its books, contracts, records, documents and papers of the Entity. 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.

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 ten percent (10%) of the Annual 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 ten percent (10%) of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

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

Section 8.3 Payment of Reserve/ Excess Net Profit upon Termination, Expiration or Sale

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

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval

Any sale or transfer of the Project may be voidable 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:20-10(d).

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

Section 9.2 Fee

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

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of the 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 shall also be terminable 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) day, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7 after ten (10) days prior written notice to the Entity, and provided such

charges are not then reasonably in dispute, the Entity shall not be subject to the default procedural remedies as provided in Section 11.1 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.

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 Law. The cost for the arbitration shall be borne equally by the parties.

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 by counsel selected by the Entity with the reasonable approval of the City.

However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the reasonable expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail or Overnight Carrier

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

Section 16.2 Sent by City

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

BR Hague Urban Renewal Company, L.L.C.
4 Beacon Way # 16
Jersey City, New Jersey 07304

With copies to:

Eugene T. Paolino, Esq.
Schumann Hanlon, L.L.C
30 Montgomery Street, 15th Floor
Jersey City, New Jersey 07302

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.

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;
8. Project Employment and Contracting 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.

WITNESS/ATTEST:

**BR HAGUE URBAN RENEWAL COMPANY,
LLC**

By: _____

WITNESS/ATTEST:

CITY OF JERSEY CITY

By: _____

**ROBERT BYRNE
CITY CLERK**

City Clerk File No. Ord. 12-129

Agenda No. 3.G 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-129

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-093

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

WHEREAS, The Beacon Commerce Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 14 (formerly known as Block 1899, Lot 30), on the City's Official Tax map, more commonly known by the street address of 32 Beacon Place, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 05-093, the City of Jersey City approved a 30 year long term tax exemption to substantially rehabilitate, restore and construct a commercial parking garage containing approximately 64,851 square feet [Project] paying a service charge equal to 10% of annual gross revenue or approximately \$120,623 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$120,623, to be credited against future service charge over four years; and

WHEREAS, on August 30, 2005 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$120,623, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Original Entity paid the sum of \$32,425 of the \$97,277 owed to the City as its Affordable Housing contribution; and

WHEREAS, BR Beacon Commerce Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-093

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption for the 66,000 square foot parking garage Project to contain approximately 125 parking spaces, to: reduce the original term of the tax exemption from 30 to 15 years, re-set the term and increase the service charge for the last five (5) years only, from 10% to 12%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$24,938 for the first ten years and \$38,302 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$24,938 for the first ten (10) years; and 12% of Annual Gross Revenue or \$38,302 for the last five (5) years, and which shall be subject to statutory staged increases over the term of the tax exemption;
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee;
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$66,575, which is the balance due to the City's Affordable Housing Trust Fund, which amount will be paid in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$24,938 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 18 jobs during construction and 3 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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:

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-093

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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Beacon Commerce Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Beacon Commerce Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 14 (formerly known as Block 1899, Lot 30), to assign its Prepayment Agreement and Affordable Housing contribution partial credits to BR Beacon Commerce Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Beacon Commerce Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$24,938 for the first ten (10) years; 12% of Annual Gross Revenue or \$38,302 for the last five (5) years, all of 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;
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;
5. Affordable Housing Trust Fund: \$1.50 per square foot for a total of \$99,000, of which the City acknowledges a partial payment of the sum of \$32,425. The balance due of \$66,575 will be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON COMMERCE URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON COMMERCE URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-093

- 6. Project: substantially rehabilitate, restore and construct a building to be developed as a 66,000 square foot parking garage to contain approximately 125 parking spaces;
- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
- 8. Prepayment: the City acknowledges receipt of the sum of \$120,623, which shall be assigned to BR Beacon Commerce Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.

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

E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.

F. All ordinances, specifically Ordinance 05-093, and parts of ordinances inconsistent herewith are hereby repealed.

G. 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.

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

I. 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
9-20-12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 12-130

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-130

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON PARKING URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON PARKING URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON PARKING URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-094

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

WHEREAS, The Beacon Parking Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 16 (formerly known as Block 1899, Lot 31), on the City's Official Tax map, more commonly known by the street address of 44 Beacon Place, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 05-094, the City of Jersey City approved a 30 year long term tax exemption to substantially rehabilitate, restore and construct a parking facility containing approximately 1150 parking spaces as rental units [Project] paying a service charge equal to 10% of annual gross revenue or approximately \$231,790 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$231,790, to be credited against future service charge over four years; and

WHEREAS, on August 30, 2005 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$231,790, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Affordable Housing contribution needs to be adjusted as the result of a recent site plan approval that reduced the square footage of the parking garage from 242,822 square feet to 180,000 square feet; and

WHEREAS, the Original Entity paid the sum of \$121,411 of the \$270,000 owed to the City as the recalculated Affordable Housing contribution; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON PARKING URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON PARKING URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON PARKING URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-094

WHEREAS, BR Beacon Parking Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption for a parking garage facility to contain approximately 550 parking spaces serving the Development, to: reduce the original term of the tax exemption from 30 to 15 years, re-set the term and increase the service charge for the last five (5) years only, from 10% to 12%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$167,095 for the first ten years and \$256,644 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$167,095 for the first ten (10) years; and 12% of Annual Gross Revenue or \$256,644 for the last five (5) years, and which shall be subject to statutory staged increases over the term of the tax exemption;
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee;
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$148,589, which is the balance due to the City's Affordable Housing Trust Fund, which amount will be paid in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$167,095 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 18 jobs during construction and 3 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON PARKING URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON PARKING URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON PARKING URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-094

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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Beacon Parking Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Beacon Parking Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 16 (formerly known as Block 1899, Lot 31), to assign its Prepayment Agreement and Affordable Housing contribution partial credits to BR Beacon Parking Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Beacon Parking Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$167,095 for the first ten (10) years; 12% of Annual Gross Revenue or \$256,644 for the last five (5) years, all of 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;
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR BEACON PARKING URBAN RENEWAL COMPANY, LLC, FOR A COMMERCIAL PARKING GARAGE PROJECT; 2) ASSIGNING THE PREPAYMENT AND AFFORDABLE HOUSING CONTRIBUTION CREDITS DUE THE BEACON PARKING URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT AND FINANCIAL AGREEMENT, TO BR BEACON PARKING URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 05-094

- 5. Affordable Housing Trust Fund: \$1.50 per square foot for a total of \$270,000, of which the City acknowledges a partial payment in the sum of \$121,411. The balance due of \$148,589 will be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;
 - 6. Project: substantially rehabilitate, restore and construct a building to be developed as a 66,000 square foot parking garage to contain approximately 125 parking spaces;
 - 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
 - 8. Prepayment: the City acknowledges receipt of the sum of \$231,790, which shall be assigned to BR Beacon Parking Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.
- F. All ordinances, specifically Ordinance 05-094, and parts of ordinances inconsistent herewith are hereby repealed.
- G. 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.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. 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
9-20-12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 12-131

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-131

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR MERCURY URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE MERCURY URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR MERCURY URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-158

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

WHEREAS, The Mercury Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 8 (formerly known as Block 1899, Lot 24), on the City's Official Tax map, more commonly known by the street address of 20 Beacon Way, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 06-158, the City of Jersey City approved a 30 year long term tax exemption for 84 market rate residential condominium units [Project] paying a service charge equal to 12% of annual gross revenue or approximately \$428,287 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$214,143.50, to be credited against future service charge over four years ; and

WHEREAS, on January 3, 2007 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$214,143.50, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Original Entity did not pay the Affordable Housing contribution, which was \$126,000; and

WHEREAS, BR Mercury Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR MERCURY URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE MERCURY URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR MERCURY URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-158

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption that would convert the Project from 84 residential condominium units to 126 market rate residential rental units; reduce the original term of the tax exemption from 30 to 15 years, re-set the term and reduce the service charge for the first 10 years only, from 12% to 10%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$291,853 for the first ten years and \$448,262 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$291,853 for the first ten (10) years; and 12% of Annual Gross Revenue or \$448,262 for the last five (5) years, 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; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$189,000 (an increase of \$63,000 due to the increase in the number of units) to the City's Affordable Housing Trust Fund in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$291,853 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 73 jobs during construction and 6 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR MERCURY URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE MERCURY URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR MERCURY URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-158

- 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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Mercury Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Mercury Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 8 (formerly known as Block 1899, Lot 24), to assign its Prepayment Agreement and Service Charge credits to BR Mercury Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Mercury Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

- 1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
- 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$291,853 for the first ten (10) years; 12% of Annual Gross Revenue or \$448,262 for the last five (5) years, all of 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;
- 4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;
- 5. Affordable Housing Trust Fund: \$1,500 per unit for a total of \$189,000 to be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;
- 6. Project: substantially rehabilitate, restore and construct a building to contain approximately 126 market rate residential rental units;
- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR MERCURY URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE MERCURY URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR MERCURY URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-158

- 8. Prepayment: the City acknowledges receipt of the sum of \$214,143.50, which shall be assigned to BR Mercury Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.
- F. All ordinances, specifically Ordinance 06-158, and parts of ordinances inconsistent herewith are hereby repealed.
- G. 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.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. 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
9-20-12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 12-132

Agenda No. 3.J 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-132

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR ORPHEUM URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE ORPHEUM URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR ORPHEUM URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-159

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

WHEREAS, The Orpheum Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 13 (formerly known as Block 1899, Lot 29), on the City's Official Tax map, more commonly known by the street address of 24 Beacon Place, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 06-159, the City of Jersey City approved a 30 year long term tax exemption for 117 market rate residential condominium units [Project] paying a service charge equal to 12% of annual gross revenue or approximately \$516,641 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$258,320.50, to be credited against future service charge over four years; and

WHEREAS, on January 3, 2007 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$258,320.50, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Original Entity did not pay the Affordable Housing contribution, which was \$175,500; and

WHEREAS, BR Orpheum Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR ORPHEUM URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE ORPHEUM URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR ORPHEUM URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-159

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption that would convert the Project from 117 residential condominium units to 157 market rate residential rental units; reduce the original term of the tax exemption from 30 to 15 years, re-set the term and reduce the service charge for the first 10 years only, from 12% to 10%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$325,561 for the first ten years and \$500,035 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$325,561 for the first ten (10) years; and 12% of Annual Gross Revenue or \$500,035 for the last five (5) years, 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; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$235,500 (an increase of \$60,000 due to the increase in the number of units) to the City's Affordable Housing Trust Fund in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$325,561 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 68 jobs during construction and 9 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR ORPHEUM URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE ORPHEUM URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR ORPHEUM URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-159

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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Orpheum Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Orpheum Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 13 (formerly known as Block 1899, Lot 29), to assign its Prepayment Agreement and Service Charge credits to BR Orpheum Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Orpheum Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$325,561 for the first ten (10) years; 12% of Annual Gross Revenue or \$500,035 for the last five (5) years, all of 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;
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;
5. Affordable Housing Trust Fund: \$1,500 per unit for a total of \$235,500 to be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;
6. Project: substantially rehabilitate, restore and construct a building to contain approximately 157 market rate residential rental units;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR ORPHEUM URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE ORPHEUM URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR ORPHEUM URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-159

- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
- 8. Prepayment: the City acknowledges receipt of the sum of \$258,320.50, which shall be assigned to BR Orpheum Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.
- F. All ordinances, specifically Ordinance 06-159, and parts of ordinances inconsistent herewith are hereby repealed.
- G. 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.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. 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
9-20-12

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 12-133

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-133

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR PARAMOUNT URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE PARAMOUNT URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR PARAMOUNT URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-160

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

WHEREAS, The Paramount Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 3 (formerly known as Block 1899, Lot 34), on the City's Official Tax map, more commonly known by the street address of 126 Clifton Place, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 06-160, the City of Jersey City approved a 30 year long term tax exemption for 148 market rate residential condominium units [Project] paying a service charge equal to 12% of annual gross revenue or approximately \$677,825 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$338,912.50, to be credited against future service charge over four years; and

WHEREAS, on January 3, 2007 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$338,912.50, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Original Entity did not pay the Affordable Housing contribution, which was \$222,000; and

WHEREAS, BR Paramount Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR PARAMOUNT URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE PARAMOUNT URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR PARAMOUNT URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-160

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption that would convert the Project from 148 residential condominium units to 220 residential rental units; reduce the original term of the tax exemption from 30 to 15 years, re-set the term and reduce the service charge for the first 10 years only, from 12% to 10%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$495,173 for the first ten years and \$760,546 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$495,173 for the first ten (10) years; and 12% of Annual Gross Revenue or \$760,546 for the last five (5) years, 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; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. pay the sum of \$330,000 (an increase of \$108,000 due to the increase in the number of units) to the City's Affordable Housing Trust Fund in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$495,173 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 104 jobs during construction and 13 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR PARAMOUNT URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE PARAMOUNT URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR PARAMOUNT URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-160

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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Paramount Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Paramount Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 3 (formerly known as Block 1899, Lot 34), to assign its Prepayment Agreement and Service Charge credits to BR Paramount Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Paramount Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$495,173 for the first ten (10) years; 12% of Annual Gross Revenue or \$760,546 for the last five (5) years, all of 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;
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;
5. Affordable Housing Trust Fund: \$1,500 per unit for a total of \$330,000 to be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;
6. Project: substantially rehabilitate, restore and construct a building to contain approximately 220 residential rental units;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR PARAMOUNT URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE PARAMOUNT URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR PARAMOUNT URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-160

- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
 - 8. Prepayment: the City acknowledges receipt of the sum of \$338,912.50, which shall be assigned to BR Paramount Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.
- F. All ordinances, specifically Ordinance 06-160, and parts of ordinances inconsistent herewith are hereby repealed.
- G. 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.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. 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
9/20/12

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

- Certification Required
- Not Required

City Clerk File No. Ord. 12-134

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-134

TITLE: ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR TOWER URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE TOWER URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR TOWER URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-161

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

WHEREAS, The Tower Urban Renewal Company, L.L.C., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Original Entity]; and

WHEREAS, the Original Entity owned certain property known as Block 13601, Lot 17 (formerly known as Block 1899, Lot 32), on the City's Official Tax map, more commonly known by the street address of 56 Beacon Place, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, the Property is located within the Medical Center Study Area Redevelopment Plan, now known as The Beacon Redevelopment Plan, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

WHEREAS, by the adoption of Ordinance 06-161, the City of Jersey City approved a 30 year long term tax exemption for 90 market rate residential condominium units [Project] paying a service charge equal to 12% of annual gross revenue or approximately \$429,935 each year; and

WHEREAS, in addition, the Original Entity agreed to prepay its service charge in the amount of \$214,967.50, to be credited against future service charge over four years; and

WHEREAS, on January 3, 2007 the Financial Agreement and Prepayment Agreement were executed; and

WHEREAS, the Original Entity paid the Prepayment in full in the amount of \$214,967.50, but the Project was never commenced and thus no credit was due or applied; and

WHEREAS, the Original Entity did not pay the Affordable Housing contribution, which was \$135,000; and

WHEREAS, BR Tower Urban Renewal Company, LLC, is an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [New Entity], that purchased the Project by a deed dated December 29, 2011; and

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR TOWER URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE TOWER URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR TOWER URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-161

WHEREAS, by an application dated August 2, 2012, the Original Entity and New Entity sought the City's approval to assign the credit under the Prepayment Agreement to the New Entity and approve a new tax exemption that would convert the Project from 90 residential condominium units to 120 residential rental units; reduce the original term of the tax exemption from 30 to 15 years, re-set the term and reduce the service charge for the first 10 years only, from 12% to 10%; and

WHEREAS, under the new tax exemption, the service charge would be approximately \$234,452 for the first ten years and \$304,976 for the final five years; and

WHEREAS, the New Entity has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue or \$234,452 for the first ten (10) years; and 12% of Annual Gross Revenue or \$304,976 for the last five (5) years, 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; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge;
5. pay the sum of \$180,000 (an increase of \$45,000 due to the increase in the number of units) to the City's Affordable Housing Trust Fund in full upon execution of the new 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 current real estate taxes generate less revenue than the estimated Annual Service Charge of \$234,452 to the City and an additional sum equal to 5% of the Annual Service Charge to Hudson County;
2. it is expected that the Project will create approximately 62 jobs during construction and 7 new permanent jobs;
3. the New Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the New Project will further the overall redevelopment objectives of the Medical Center Study Area Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR TOWER URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE TOWER URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR TOWER URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-161

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 purchasers to the Project and insure the likelihood of the success of the Project; and

WHEREAS, BR Tower Urban Renewal Company, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

WHEREAS, at its meeting of August 10, 2012, the Tax Abatement Committee voted in favor of the assignment of the credits due under the Prepayment Agreement to the New Entity and approval of the New Entity's application for tax exemption.

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

A. The application of The Tower Urban Renewal Company, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law, 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 13601, Lot 17 (formerly known as Block 1899, Lot 32), to assign its Prepayment Agreement credits to BR Tower Urban Renewal Company, LLC, is hereby approved.

B. The application of BR Tower Urban Renewal Company, 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., for a new tax exemption, is hereby approved.

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

1. Term: the earlier of 20 years from the adoption of the within Ordinance or 15 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge or;
 - (b) 10% of Annual Gross Revenue or \$234,452 for the first ten (10) years; 12% of Annual Gross Revenue or \$304,976 for the last five (5) years, all of 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;
4. County Payment: an additional 5% of the Annual Service Charge for remittance upon receipt to Hudson County;
5. Affordable Housing Trust Fund: \$1,500 per unit for a total of \$180,000 to be paid in full upon execution of the Financial Agreement, which shall occur no later than sixty (60) of the date of the adoption of the within ordinance;
6. Project: substantially rehabilitate, restore and construct a building to contain approximately 120 residential rental units;

ORDINANCE 1) APPROVING A 15 YEAR TAX EXEMPTION FOR BR TOWER URBAN RENEWAL COMPANY, LLC, FOR A MARKET RATE RESIDENTIAL RENTAL PROJECT; 2) ASSIGNING THE PREPAYMENT CREDITS DUE THE TOWER URBAN RENEWAL COMPANY, LLC, UNDER ITS PREPAYMENT AGREEMENT TO BR TOWER URBAN RENEWAL COMPANY, LLC; AND 3) REPEALING ORDINANCE 06-161

- 7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
- 8. Prepayment: the City acknowledges receipt of the sum of \$214,967.50, which shall be assigned to BR Tower Urban Renewal Company, LLC, and applied as a credit against future Service Charges as due.
- D. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- E. The application is on file with the office of the City Clerk. The Financial Agreement Project Employment and Contracting Agreement and Prepayment 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.
- F. All ordinances, specifically Ordinance 06-161, and parts of ordinances inconsistent herewith are hereby repealed.
- G. 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.
- H. This ordinance shall take effect at the time and in the manner provided by law.
- I. 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
9/20/12

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

CITY OF JERSEY CITY

280 Grove Street
Jersey City, New Jersey 07302



Robert Byrne, R.M.C., City Clerk
Sean J. Gallagher, R.M.C., Deputy City Clerk
Tolonda Griffin-Ross, Deputy City Clerk



Peter M. Brennan, Council President
Rolando Lavarro, Jr., Councilperson-at-Large
Viola Richardson, Councilperson-at-Large
Michael J. Sottolano, Councilperson, Ward A
David P. Donnelly, Councilperson, Ward B
Nidia R. Lopez, Councilperson, Ward C
William A. Gaughan, Councilperson, Ward D
Steve Fulop, Councilperson, Ward E
Michele Massey, Councilperson, Ward F

Agenda Regular Meeting of the Municipal Council Thursday, September 27, 2012 at 6:00 p.m.

Please note: The next caucus meeting of Council is scheduled for **TUESDAY**, October 9, 2012 at **5:30 p.m.** in the Efrain Rosario Memorial Caucus Room, City Hall.

The next regular meeting of Council is scheduled for Wednesday, October 10, 2012 at **6:00 p.m.** in the Anna Cucci Memorial Council Chambers, City Hall. A pre-meeting caucus may be held in the Efrain Rosario Memorial Caucus Room, City Hall.

1. (a) **INVOCATION:**
- (b) **ROLL CALL:**
- (c) **SALUTE TO THE FLAG:**
- (d) **STATEMENT IN COMPLIANCE WITH SUNSHINE LAW:**

City Clerk Robert Byrne stated on behalf of Peter M. Brennan, Council President. "In accordance with the New Jersey P.L. 1975, Chapter 231 of the Open Public Meetings Act (Sunshine Law), adequate notice of this meeting was provided by mail and/or fax to The Jersey Journal and The Reporter. Additionally, the **annual notice** was posted on the bulletin board, first floor of City Hall and filed in the Office of the City Clerk on Thursday, December 15, 2011, indicating the schedule of Meetings and Caucuses of the Jersey City Municipal Council for the calendar year 2012.

The Agenda of this meeting was disseminated on **Thursday, September 20, 2012 at 4:00 p.m.** to the Municipal Council, Mayor and Business Administrator of Jersey City. It was similarly disseminated to The Jersey City Reporter and The Jersey Journal.

2. **Bid Reception: None**

****CONSENT AGENDA**

All items listed on the meeting calendar with an asterisk (or asterisks) are considered routine by the municipal council and will be enacted by one motion (and roll call) without separate discussion of each item. If discussion is desired on any item and permitted by the council, that item will be considered separately.

Consent Agenda adopted by Ordinance J-636 and supplemented by Ordinance C-248.

Please understand that all documents listed in the consent agenda are available for public perusal at this meeting.

***3.**

ORDINANCE HEARING

FIRST READING

**CITY CLERK
FILE**

- a. Refunding bond ordinance of the City of Jersey City, in the County of Hudson, New Jersey, providing for the refunding of all or a portion of various series of city bonds, appropriating an amount not exceeding \$40,000,000 therefor and authorizing the issuance of not to exceed \$40,000,000 general obligation refunding bonds of the City of Jersey City for financing the cost thereof. Ord. 12-123
- b. Ordinance amending Ordinance 12-076 authorizing a third amendment to the city's lease with Journal Square Plaza Urban Renewal Associates for 1 Journal Square Plaza, Block 586.5, Lot Plot.B to include the construction of improvements by the landlord as additional rent. Ord. 12-124
- c. 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 55 feet in the vicinity of the entrance to Hamilton Park Montessori School, 1 McWilliams Place as no parking 8:30 a.m. to 9:30 a.m., Monday through Friday, except public holidays. Ord. 12-125
- d. Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Liberty Harbor North Redevelopment Plan relating to Redevelopment Plan Block S 1, 3, and 19 through 27. Ord. 12-126
- e. Ordinance authorizing the assignment NUNC PRO TUNC of the financial and repayment agreements from the Criterion Urban Renewal Company, LLC, to BR Criterion Urban Renewal Company, LLC. Ord. 12-127
- f. Ordinance authorizing the assignment NUNC PRO TUNC of the financial and repayment agreements from the Hague Urban Renewal Company, LLC, to BR Hague Urban Renewal Company, LLC Ord. 12-128
- g. Ordinance 1) Approving a 15 year tax exemption for BR Beacon Commerce Urban Renewal Company, LLC, for a commercial parking garage project; 2) Assigning the prepayment and affordable housing contribution credits due the Beacon Commerce Urban Renewal Company, LLC, under its prepayment agreement and financial agreement, to be Beacon Commerce Urban Renewal Company, LLC; and 3) Repealing Ordinance 05-093. Ord. 12-129

09/27/12

***3.**

ORDINANCE HEARING

FIRST READING

**CITY CLERK
FILE**

- h. Ordinance 1) Approving a 15 year tax exemption for BR Beacon Parking Urban Renewal Company, LLC, for a commercial parking garage project; 2) Assigning the prepayment and affordable housing contribution credits due the Beacon Parking Urban Renewal Company, LLC, under its prepayment agreement and financial agreement, to be Beacon Parking Urban Renewal Company, LLC; and 3) Repealing Ordinance 05-094. Ord. 12-130
- i. Ordinance 1) Approving a 15 year tax exemption for BR Mercury Urban Renewal Company, LLC, for a market rate residential rental project; 2) Assigning the prepayment credits due the Mercury Urban Renewal Company, LLC, under its prepayment agreement to BR Mercury Urban Renewal Company, LLC; and 3) Repealing Ordinance 06-158. Ord. 12-131
- j. Ordinance 1) Approving a 15 year tax exemption for BR Orpheum Urban Renewal Company, LLC, for a market rate residential rental project; 2) Assigning the prepayment credits due the Orpheum Urban Renewal Company, LLC, under its prepayment agreement to BR Orpheum Urban Renewal Company, LLC; and 3) Repealing Ordinance 06-159. Ord. 12-132
- k. Ordinance 1) Approving a 15 year tax exemption for BR Paramount Urban Renewal Company, LLC, for a market rate residential rental project; 2) Assigning the prepayment credits due the Paramount Urban Renewal Company, LLC, under its prepayment agreement to BR Paramount Urban Renewal Company, LLC; and 3) Repealing Ordinance 06-160. Ord. 12-133
- l. Ordinance 1) Approving a 15 year tax exemption for BR Tower Urban Renewal Company, LLC, for a market rate residential rental project; 2) Assigning the prepayment credits due the Tower Urban Renewal Company, LLC, under its prepayment agreement to BR Tower Urban Renewal Company, LLC; and 3) Repealing Ordinance 06-161. Ord. 12-134

09/27/12

Public Hearing on the
McGinley Square Special Improvement District
Budget and Assessment Roll

09/27/12

*4.

ORDINANCE HEARING

SECOND READING

**CITY CLERK
FILE**

- | | | | |
|-----------------|----|--|---------------------------------|
| Introduced-9-0- | a. | 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 26 Bartholdi Avenue; 166-168 Bartholdi Avenue; 114 Booraem Avenue; 150-152 Boyd Avenue; 189 Clerk Street; 253 Clerk Street; 106-108 Clinton Avenue; 13 Coles Street; 364 Communipaw Avenue; 766 Communipaw Avenue; 359 Danforth Avenue; 385 Danforth Avenue; 300 Duncan Avenue; 194 Ege Avenue; 323 ½, 325, 325 ½ Eighth Street; 349 Eighth Street; 316 Fairmount Avenue; 138 Franklin Street; 100 Glenwood Avenue; 50 Hancock Avenue; 116 Hutton Street; 557 Liberty Avenue; 71 Lincoln Street; 14-16 Madison Avenue; 20 New Street; 216 North Street; Washburn Street; 148 Stegman Street; 76 Storms Avenue; 25 Van Reipen Avenue; 160 Van Reipen Avenue; 104 Western Avenue and 12A Williams Avenue and Repeal the Reserved Parking Space at 117 Booraem Avenue and 176-174 Dwight Street. | Ord. 12-114
Intro. 09/12/12/ |
| Introduced-9-0- | b. | Ordinance of Municipal Council of the City of Jersey City adopting amendments to the Majestic II Redevelopment Plan regulations relating to use, density and building configuration. | Ord. 12-115
Intro. 09/12/12/ |
| Introduced-9-0- | c. | Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Jersey Avenue Park Redevelopment Plan new tax Block 6006 (formerly Tax Block 330). | Ord. 12-117
Intro. 09/12/12 |
| Introduced-9-0- | c. | Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Land Development Ordinance clarifying site plan review thresholds as they pertain to parking. | Ord. 12-118
Intro. 09/12/12 |
| Introduced-9-0- | e. | Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Exchange Place North Redevelopment Plan to update fees, procedures and metes & bounds. | Ord. 12-119
Intro. 09/12/12 |

**** 5.**

PUBLIC REQUEST FOR HEARING

1. William Dorrity, 3060 Kennedy Boulevard, Jersey City
2. LaVerne Washington, Jersey City
3. Daoud David Williams, Jersey City
4. Steve Pinkney, Jersey City
5. Annie McClencon
6. Hayat Qalati, 431 Central Avenue, Jersey City
7. John V. Seborowski, Sr. Jersey City

NOTE: THE FOLLOWING ARE AVAILABLE UPON REQUEST FROM THE OFFICE OF THE CITY CLERK

****6. PETITIONS AND COMMUNICATIONS**

- a. Minutes of the Employees Retirement System of Jersey City held August 15, 2012.
- b. Agenda of the Employees Retirement System of Jersey City meeting held Wednesday, September 19, 2012.
- c. Letter dated September 12, 2012 from Jeffrey Alt, Project Engineer, Environmental Engineering Corp. to Bureau of Case Assignment & Initial Notice re: Sparkle Cleaners, Jersey City.
- d. Letter dated September 11, 2012 from Dr. Marcia V. Lyles, Superintendent of Schools to Jerramiah T. Healy, Mayor re: Board of Trustees of the Jersey City Free Public Library.
- e. Letter dated August 30, 2012 from Ed Gaven, AMEC to Ms. Kirstin Hahn, Bureau of Case Assignment & Initial Notice re: Preliminary Assessment/Site Investigation and Receptor Evaluation for Hudson County Chromate Sites 007, 019, 067, 091, 092, 093, 100 and 183.
- f. Letter dated September 14, 2012 from Maria Kaouris, Remediation Manager, Honeywell International, Inc. to Mr. Chingwah Liang, New Jersey Department of Environmental Protection, Bureau of Urban Growth and Redevelopment re: Study Area 6 South, Jersey City, hardship exception request for hazardous substances placement and stockpiling within the Hackensack River Floodplain.
- g. Letter dated September 14, 2012 from Maria Kaouris, Remediation Manager, Honeywell International, Inc. to Robert Byrne, City Clerk re: Study Area 6 South, Jersey City, hardship exception request for hazardous substances placement and stockpiling within the Hackensack River Floodplain.
- h. Letter dated September 11, 2012 from Wayne C. Howitz, Assistant Director, Remediation Oversight Element, Department of Environmental Protection to Michael Ostroff, Pine Maple Properties, LLC re: 155 2nd Street, LLC c/o Shuster Management, Jersey City.
- i. Letter dated September 6, 2012 from Andrew Gale, Supervisor, Division of Land Use Regulation, Department of Environmental Protection to One Exchange Jersey City, LLC re: Coastal Jurisdiction Determination, 1 Exchange Place, Jersey City.
- j. Letter dated September 11, 2012 from Haiyesh Shah, State of New Jersey, Department of Environmental Protection to William Matsikoudis, Corporation Counsel re: Approval 08/22/12 Operation & Maintenance Plan, Marion Greenway Park, 400 Sip Avenue, Rt.1&9, Jersey City.

09/27/12

NOTE: THE FOLLOWING ARE AVAILABLE UPON REQUEST FROM THE OFFICE OF THE CITY CLERK

****6. PETITIONS AND COMMUNICATIONS**

- k. Letter dated September 13, 2012 from Elana L. Seelman, PE, Langan Engineering & Environmental Services to Bureau of Case Assignments & Initial Notice, Department of Environmental Protection re: Hudson Generating Station Program.

NOTE: THE FOLLOWING ARE AVAILABLE UPON REQUEST FROM THE OFFICE OF THE CITY CLERK

****7. OFFICERS COMMUNICATIONS**

- a. Letter dated September 11, 2012 from, Lee D. Klein, P.E., PTOE Assistant City Engineer to Robert Byrne, City Clerk re: Street Closing Regulations - 12-064 Martin Luther King Drive from McAdoo Avenue to Warner Avenue, Noon to 4:00 p.m. Saturday, September 15, 2012.
- b. Memo dated September 6, 2012 from Al Cameron, Deputy Director, HEDC to Tax Abatement Committee re: 148 First Urban Renewal, LLC.

NOTE: THE FOLLOWING ARE AVAILABLE UPON REQUEST FROM THE OFFICE OF THE CITY CLERK

****8. REPORT OF DIRECTORS**

NONE

09/27/12

****9. CLAIMS**

- A. City Clerk
- B. Tax Assessor
- C. Department of Administration
- D. Department of H.E.D.& C
- E. Department of Health & Human Services
- F. Department of Law
- G. Department of Police
- H. Department of Fire and Emergency Services
- I. Department of Public Works
- J. Department of Recreation

****10. RESOLUTIONS**

**CITY CLERK
FILE #**

- a. Resolution of the City of Jersey City, in the County of Hudson, New Jersey making application to the Local Finance Board pursuant to N.J.S.A. 40A:2-51, N.J.S.A. 40A:3-4 and N.J.S.A. 40A:3-11. Res. 12-681
- b. Resolution certifying compliance with N.J.S.A. 40A:5-4 requiring the governing body of every local unit to have made an annual audit of books, accounts and financial transaction. Res. 12-682
- c. Resolution of the Jersey City Municipal Council accepting the Best Practices Inventory Questionnaire prepared by the Chief Financial Officer. Res. 12-683
- d. Resolution Authorizing the Waiver of the Twenty (20) Day Waiting Period for Ordinance 12-114. 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 26 Bartholdi Avenue; 166-168 Bartholdi Avenue; 114 Booraem Avenue; 150-152 Boyd Avenue; 189 Clerk Street; 253 Clerk Street; 106-108 Clinton Avenue; 13 Coles Street; 364 Communipaw Avenue; 766 Communipaw Avenue; 359 Danforth Avenue; 385 Danforth Avenue; 300 Duncan Avenue; 194 Ege Avenue; 323 ½, 325, 325 ½ Eighth Street; 349 Eighth Street; 316 Fairmont Avenue; 138 Franklin Street; 100 Greenwood Avenue; 50 Hancock Avenue; 116 Hutton Street; 557 Liberty Avenue; 71 Lincoln Street; 14-16 Madison Avenue; 20 New Street; 216 North Street; Lashburn Street; 148 Stegman Street; 76 Storms Avenue; 25 Van Reipen Avenue; 160 Van Reipen Avenue; 104 Western Avenue and 12A Williams Avenue and Repeal the Reserved Parking Space at 117 Baerum Avenue and 176-174 Dwight Street. Res. 12-684
- e. Resolution authorizing settlement of the litigation entitled K. Hovnanian at 77 Hudson Street Urban Renewal Company, LLC v. the City of Jersey City, the Municipal Council of Jersey City and Jerramiah T. Healy, Mayor of Jersey City, et al. Res. 12-685
- f. Resolution adopting and ratifying the 2012-2013 Budget of the McGinley Square Special Improvement District of the City of Jersey City. Res. 12-686
- g. Resolution accepting the Assessment Roll of the McGinley Square Special Improvement District of the City of Jersey City. Res. 12-687

****10. RESOLUTIONS****CITY CLERK
FILE #**

- h. Resolution authorizing the granting of a permit to Pyrotecnico Fireworks for a fireworks display on October 20, 2012. Res. 12-688
- I. Resolution removing a restriction from the deed of conveyance that affects Block 1794, Lot H4 location: 106 Boyd Avenue. Res. 12-689
- j. Resolution authorizing the closing of a Municipal Street(s), Exchange Place and Montgomery Street from Hudson Street to Greene Street, beginning 11:00 a.m. and ending 10:00 p.m., Saturday, September 29, 2012 at the request of the Jersey City St. Patrick's Day Parade Comm., Inc. for the purpose of an Irish Festival. Res. 12-699
- k. Resolution authorizing the closing of a Municipal Street(s), Exchange Place beginning Noon and ending 2:00 p.m., Saturday, November 3, 2012 at the request of Club Metro Jersey City for the purpose of an American Heart Association Benefit. Res. 12-700
- l. Resolution authorizing the closing of a Municipal Street(s), Exchange Place beginning Noon and ending 5:00 p.m., Sunday, November 4, 2012 at the request of 2 Million Dogs 2 Miles Inc. for the purpose of a "Rover Fest" in Coordination W/Puppy Up! Jersey City. Res. 12-701
- m. Resolution to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the 2013 Jersey City Bikeway System (Phase3) Project with the Department of Public Works, Division of Engineering, Traffic and Transportation. Res. 12-702
- n. Resolution to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for 2013 Municipal Aid Funding for roadway improvements to Pacific Avenue for the Department of Public Works, Division of Engineering, Traffic and Transportation. Res. 12-703
- o. Resolution to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for 2013 Transit Village Program for pedestrian safety improvements to Sip Avenue for the Department of Public Works, Division of Engineering, Traffic and Transportation. Res. 12-704

****10. RESOLUTIONS****CITY CLERK
FILE #**

- p. Resolution to submit a grant application and execute a grant agreement with the New Jersey Department of Transportation for the 2013 Safe Streets to Transit Program for the Wilson Street Pedestrian Safety Improvements Project for the Department of Public Works, Division of Engineering, Traffic and Transportation. Res. 12-705
- q. Resolution authorizing the City of Jersey City to apply for funds for a K-9 Grant distributed by the Ben Roethlisberger Foundation to be utilized towards the Jersey City Police Department's K-9 Program. Res. 12-706
- r. Resolution authorizing the acceptance of the Port Security Grant Program fiscal year 2011 award for FLIR camera dewatering pump and equipment from the United States Department of Homeland Security and the Port Authority of New York and New Jersey. Res. 12-707
- s. Resolution authorizing the execution of an amendment to a grant agreement to allow the City of Jersey City to serve as co-grantee of a grant awarded to the Village Neighborhood Association by the County of Hudson for improvements to First Street Park. Res. 12-708
- t. Resolution authorizing a grant agreement with the New Jersey Historic Trust for a study of the West Bergen Historic Neighborhood. Res. 12-709
- u. Resolution authorizing the support for the submission of a grant application and accepts funding from the New Jersey Housing Mortgage and Finance Agency's CHOICE Program for the Jackson Green Affordable and Workforce Housing Development Project within the Martin Luther King Drive Redevelopment Area. Res. 12-710
- v. Resolution proclaiming October 21, 2012 as Saint San Pedro Calungsod Day. Res. 12-711
- w. Resolution designating September 28, 2012 as San Lorenzo Ruiz Day. Res. 12-712
- x. Resolution honoring Jang Star Taekwondo School on the occasion and celebration of their 22nd Year Anniversary. Res. 12-713
- y. Resolution awarding a contract to Certified Products Company for fluid and lubricants for the Department of Public Works, Division of Automotive. Res. 12-714

****10. RESOLUTIONS**

**CITY CLERK
FILE #**

- | | | |
|-----|---|-------------|
| z. | Resolution awarding a contract to Certified Products Company for fluid and lubricants for the Department of Public Works, Division of Automotive. | Res. 12-715 |
| z1. | Resolution authorizing an agreement with Pinnacle Wireless for repairs to mobile and portable radio equipment under state contract without public bidding. | Res. 12-716 |
| z2. | Resolution authorizing the award of contract to A.J.M. Contractors, Inc. for New York Avenue improvements (Ravine Avenue to Jersey City/ Hoboken City Line) Jersey City Project No. 11-012 for the Department of Public Works, Division of Engineering. | Res. 12-717 |
| z3. | Resolution authorizing a contract with Monarch Housing Associates for 2012 Continuum of Care (CoC) process, Development and application submission. | Res. 12-718 |
| z4. | Resolution of the Municipal Council of the City of Jersey City amending a program contract under the Community Development Block Grant-Recovery (CDBG-R) funds program. | Res. 12-719 |

11. DEFERRED OR TABLED AGENDA AS OF SEPTEMBER 27, 2012

- a. Ordinance #09-119 Ordinance redesignating "Gregory Park Plaza" to "Marin Boulevard" also known as "Metropolis Towers Plaza". Tabled-9-0- after the close of the public hearing at the 11/24/09 meeting on motion by Councilperson Fulop, seconded by Councilperson Donnelly.
- b. Ordinance #10-002 An ordinance supplementing Chapter 332 (Vehicles and Traffic) of the Jersey City Code Article VII (Metered Parking) amending the hours for the monthly permit parking zone from (6:00 a.m. to 7:00 p.m.) to (6:00 a.m. to 5:00 p.m.) and supplementing Article VIII (Permit Parking Zones) establishing a Four (4) hour residential parking permit for city residents; establishing 500 feet as the minimum distance a vehicle must be moved to reactivate the Two (2) hour parking provision; provide for the City Clerk to administer daily visitors parking permits; establish guidelines for the placement of the Vehicle Immobilization Device (Boot) and establish guidelines as to when the fee for the Vehicle Immobilization Device (Boot) shall be refunded by the Jersey City Parking Authority. Tabled-8-0- prior to the close of the public hearing at the 01/27/10 meeting on motion by Councilperson Gaughan, seconded by Councilperson Sottolano; Councilperson Vega: absent.
- c. Ordinance #10-140 Ordinance amending the Jersey City Code to: 1) Require the use of compostable plastic, recyclable paper and/or reusable checkout bags by stores located in the City of Jersey City; and 2) Provide penalties for violations. Tabled-8-0- after the close of the public hearing at the 11/10/10 meeting on a motion by Brennan, seconded by Gaughan; Donnelly: absent.
- d. Ordinance #10-157 An ordinance to 1) Transfer the Division of Architecture and Engineering (Including Traffic and Transportation) from the Department of Public Works to the Department of Administration; 2) Repeal Chapter 3 (Administration of Government) Article IX (Department of Public Works) of the Jersey City Municipal Code; and 3) Authorize an agreement with the Jersey City Incinerator Authority (JCIA), whereby the JCIA will assume the duties of the Department of Public Works. Tabled-8-0- prior to the public hearing at the 11/23/10 meeting on a motion by Brennan, seconded by Richardson; Flood: absent.
- e. Ordinance #11-028 An ordinance authorizing the City to lease on-street parking spaces in the Christopher Columbus Drive permit parking zone from the Jersey City Parking Authority. Tabled-9-0- after the close of the public hearing at the 03/23/11 meeting on a motion by Brennan, seconded by Velazquez.
- f. Ordinance # 11-038 Ordinance of the Municipal Council adopting amendments to the Summit and Fairmount Redevelopment Plan adding an acquisition list. Tabled-9-0- after the close of the public hearing at the 04/13/11 meeting on a motion by Richardson, seconded by Sottolano.
- g. Ordinance #11-050 Ordinance amending Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) Section 8 (Itinerant Establishments) and Chapter 160 (Fees and Charges) of the Jersey City Municipal Code. Tabled-8-1- after the close of the public hearing at the 05/11/11 meeting on a motion by Fulop, seconded by Richardson; Brennan: nay.

11. DEFERRED OR TABLED AGENDA AS OF SEPTEMBER 27, 2012

- h. Ordinance #11-055 Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Jersey Avenue Tenth Street Redevelopment Plan to amend the Boundary Map. Tabled-8-0- after the close of the public hearing at the 05/11/11 meeting on a motion by Brennan, seconded by Donnelly; Velazquez: absent.
- i. Ordinance #11-080 Ordinance dedicating that the waterfront walkway between Sussex Street and the Southern Terminus also be known as "Spc. Marlon P. Jackson Walk". Tabled-7-0- prior to the close of the public hearing at the 08/10/11 meeting on a motion by Brennan, seconded by Donnelly; Gaughan and Ahmad: absent.
- j. Ordinance #11-125 An ordinance amending Chapter 319 (Towers and Towing) to permit private towers to provide tow pound services to the City of Jersey City. Tabled-9-0- prior to the close of the public hearing at the 10/26/11 meeting on a motion by Richardson, seconded by Gaughan.
- k. Ordinance #11-136 Ordinance amending Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) Section 8 (Itinerant Establishments) and Chapter 160 (Fees and Charges) of the Jersey City Municipal Code. Tabled-9-0- prior to the close of the public hearing at the 11/09/11 meeting on a motion by Sottolano, seconded by Fulop.
- l. Ordinance #11-137 An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article VII (Metered Parking) amending Section 332-57 (On-Street Permit Parking Zones) designating on-street permit parking for Itinerant vendor trucks, on the north side of Columbus Drive beginning 35 feet east of Marin Boulevard and extending 40 feet easterly and on the east side of Hudson Street beginning at the Light Rail Crossing and extending north to Second Street 6:00 a.m. to 9:00 p.m., Monday through Friday, except holidays. Tabled-9-0- prior to the close of the public hearing at the 11/09/11 meeting on a motion by Sottolano, seconded by Fulop.
- m. Ordinance #11-142 An Ordinance amending Chapter 319 (Towers and Towing) to permit private towers to provide tow pound services to the City of Jersey City. Tabled-8-0- prior to the close of the public hearing at the 11/22/11 meeting on a motion by Richardson, seconded by Brennan.
- n. Ordinance #11-151 Ordinance amending Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) Section 8 (Itinerant Establishments) and Chapter 160 (Fees and Charges) of the Jersey City Municipal Code. Tabled-8-0- prior to the close of the public hearing at the 12/14/11 meeting on a motion by Richardson, seconded by Donnelly.
- o. Ordinance #12-038 Ordinance of the Municipal Council of the City of Jersey City amending Chapter 345, Article VII (Enforcement, Violations and Penalties) and Chapter 160 (Fees and Charges) to require a Zoning Certificate of Compliance to be obtained upon change of use or ownership of real property within the city. Tabled-7-0- prior to the close of the public hearing at the 03/28/12 meeting on a motion by Donnelly, seconded by Sottolano; Fulop and Massey absent.

11. DEFERRED OR TABLED AGENDA AS OF SEPTEMBER 27, 2012

- p. Ordinance # 12-050 Ordinance amending and supplementing Chapter 12 (Authorities, Municipal) Article II (Incinerator Authority), of the Jersey City Municipal Code to dissolve the Jersey City Incinerator Authority and amending and supplementing Chapter 3 (Administration of Government), Article IX (Department of Public Works), to consolidate the former functions of the Jersey City Incinerator Authority thereunder. Tabled-9-0-prior to the close of the public hearing at the 04/25/12 meeting on a motion by Richardson, seconded by Fulop.
- q. Ordinance #12-081 Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the Land Development Ordinance to require bicycle parking. Tabled-9-0- after the close of the public hearing at the 06/27/12 meeting on a motion by Brennan, seconded by Fulop.
- r. Ordinance #12-087 Ordinance amending Chapter 304 (Taxation) Article VI (Long Term Tax Exemption Affordable Housing Trust Fund) of the Jersey City Municipal Code. Tabled-9-0- after the close of the public hearing at the 06/27/12 meeting on a motion by Fulop, seconded by Richardson.