

City Clerk File No. Ord. 13-012

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 13-012

TITLE: ORDINANCE DEDICATING THAT ASTOR PLACE BETWEEN  
CRESCENT AVENUE AND SUMMIT AVENUE TO ALSO BE KNOWN AS

## **Deacon Carlbert Heard, Sr. Drive**

WHEREAS, Carlbert "Carl" Heard was born to the late Lola Hunt Heard and Henry Luther Heard in Hart County, Georgia. After graduating from Flat Rock High School, he entered the U.S. Army in May of 1944 and served through August of 1946. While stationed overseas, attached to the 3<sup>rd</sup> Army, he served as a Military Police Officer; and

WHEREAS, Carl Heard, Sr. moved to Jersey City, NJ in 1947. He met the late Willie Mae Powell in 1948. The loving couple was married on March 4, 1950. They were blessed with two sons, Carlbert H. Jr. and Daniel Heard; and

WHEREAS, Carl Heard, Sr. was employed by American Radiator Foundry in Bayonne, NJ for twelve years. Carl Heard, Sr. began employment with the Jersey City Housing Authority in 1959. He also served as Assistant Director of Hudson County Institutional Police. This position held responsibility for the Pollack Hospital, Margaret Hague and Meadow View Hospitals. In September 1970, Carl began employment as a New Jersey State Corrections Officer. He was employed for twenty years in this position and retired with honors as a Senior Correction Officer from East Jersey State Prison; and

WHEREAS, significantly, just as employment was important to Carl, so was the exercising of his right to vote. Upon arriving in Jersey City, at his first opportunity, Carl registered to vote and consequently voted in every election. He was very active in the Democratic organization and worked closely with the then county leader, John V. Kenney who later became mayor of Jersey City. Carl was a member, Trustee and Deacon of Friendship Baptist Church in Bayonne, NJ, for more than 57 years. He joined the Samuel R. Shelton Post #2294 Veterans of Foreign Wars of the United States of America in 1961 and served as post commander. Carl also served as a delegate to the county, state and national convention for 50 years. He diligently served his community as a committeeman for 58 years; and

WHEREAS, Deacon Carlbert Heard Sr. departed this life on October 13, 2007. Surviving to cherish his memory and celebrate his life are his adored sister, Beulah H. McNair; two loving sons, Carl H. Jr. and Daniel heard; two honored daughters-in-law, Sherry Basden-Heard and Robin A. Surratt; two sisters-in-law, Lillian Powell and Mary Bickers, three adopted grandchildren Ronnie D. Surratt Zamirr Surratt, Zamirrah Surratt, Qayshana Basden, William E. Basden and Shakeem O. Basden along with a host of nieces, nephews, cousins, other loving relatives, friends and the Friendship Baptist Church Family.

NOW, THEREFORE BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it fitting and proper to commemorate the name of Deacon Carlbert Heard Sr. for his many accomplishments and for serving as an honored role model and inspiration to all.

BE IT FURTHER ORDAINED, that Astor Place between Crescent Avenue and Summit Avenue to also be known as Deacon Carlbert Heard, Sr. Drive.

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

G:\WPDOCS\TOLONDAIRESOS\IRENAME\Deacon Carlbert Heard Sr. Way.doc

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

City Clerk File No. Ord. 13-013

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 13-013

TITLE:

**ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE**

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

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade

Title

\*

Special Law Enforcement Officer

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

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

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

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

**NOTE:** All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

*\*Pursuant to N.J.S.A. 40:69A-43a.*

JM/he  
1/29/13

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

Ordinance/Resolution 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 sketch 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 state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:

**Special Law Enforcement Officer**

Name & Title of Person Initiating Ordinance/Resolution, Etc.:

**John Kelly, Business Administrator**

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

**To establish a new title in accord with New Jersey Department of Personnel Rules and Regulations.**

Reasons for the Proposed Program, Project, Etc.:

**To operate as armed security officers for the Municipal Court - No Benefits - Retired Police Officers**

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.: (Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

Date Proposed Program or Project will Commence: \_\_\_\_\_

Anticipated Completion Date: \_\_\_\_\_

Person Responsible for Coordinating Proposed Program, Project Etc.: \_\_\_\_\_

Additional Comments:

**Seasonal Labor Grade FX**

I Certify That All Facts Present Herein Are Accurate.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

Date Submitted to Business Administrator \_\_\_\_\_



**CITY OF JERSEY CITY**  
**Office of the Corporation Counsel**

280 Grove Street  
Jersey City, New Jersey 07302  
Telephone: (201) 547-4667  
Fax: (201) 547-5230

Jerramiah Healy, Mayor

Bill Matsikoudis, Corporation Counsel

February 6, 2013

President and Members of the City Council  
CITY HALL  
280 Grove Street  
Jersey City, NJ 07302

**Re: Ordinance Supplementing Chapter A351  
(Executive Orders and Ordinances of the Jersey City Code)**

Dear President and Members of the City Council:

The attached Ordinance was written in response to a demand by the Jersey City Municipal Court to have armed security guards in the court rooms while court is in session.

Pursuant to State Statute, Council must authorize the hiring of such positions.

The most cost effective way to provide such security is to hire retired police officers at an hourly rate, without any other benefits.

Employees of the municipal court interviewed a number of retired Jersey City Police Officers, and the list of selected candidates was submitted to Personnel. The Civil Service Title shall be "Special Law Enforcement Officer." The officers shall be paid only for hours worked. The rate of pay shall be \$22.50 per hour.

Very truly yours,

William Matsikoudis,  
Corporation Counsel

TK/WM/kn  
Enclosures per above

City of  
**JERSEY CITY**  
JERRAMIAH T. HEALY, Mayor  
280 Grove Street  
Jersey City, New Jersey 07302

(201) 547-5000  
Fax (201) 547-4288

E.O. \_\_\_\_\_

\_\_\_\_\_, 2013

**EXECUTIVE ORDER OF THE MAYOR  
OF THE  
CITY OF JERSEY CITY**

**CLASSIFIED POSITIONS FOR CITY EMPLOYEES**

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L. 1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

**Labor Grade**

**Title**

FX

Special Law Enforcement Officer

This order shall take effect immediately.

Very truly yours,

**JERRAMIAH T. HEALY, MAYOR**

JTH/he

cc: John Kelly, Business Administrator  
William T. Matsikoudis, Corporation Counsel  
Robert Byrne, City Clerk  
Donna Mauer, Chief Financial Officer  
Darlene Pharmes, Personnel Director

City Clerk File No. Ord. 13-014

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 13-014

ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS)  
TITLE: ARTICLE II (ITINERANT EATING AND DRINKING ESTABLISHMENTS) SECTION 8  
(ITINERANT ESTABLISHMENTS) AND CHAPTER 160 (FEES AND CHARGES) OF THE  
JERSEY CITY MUNICIPAL CODE

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

A. The following amendments to Chapter 175 (Food Handling Establishments), Article II (Itinerant Eating and Drinking Establishments) of the Jersey City Code are hereby adopted:

## ARTICLE II ~~ITINERANT EATING AND DRINKING ESTABLISHMENTS~~ MOBILE FOOD VENDORS

§ 175-8 ~~Itinerant catering establishments:~~ Mobile Food Vendors; categories of mobile food vendors. [Amended 5-10-2006 by Ord. No. 06-064]

- A. ~~Itinerant eating and drinking establishments are mobile trucks, vans, pushcarts or other vehicles where food is prepared for sale from such vehicle. The term mobile food vendor or mobile food-vendor establishment shall include catering itinerant eating and drinking establishments unless expressly provided.~~
- B. ~~The term "itinerant catering establishments" shall mean any establishment which prepares food and drink at one licensed and approved location to be transported by motorized vehicles to another locations where the food and drink is sold from such motorized vehicles. The term mobile food vendor or mobile food-vendor establishment shall include itinerant catering establishments.~~

§ 175-9 License required; renewal; number of licenses limited; restrictions.

- A. ~~No person shall conduct, operate or maintain an itinerant eating and drinking establishment, except an itinerant catering establishment as provided for in § 175-8 a mobile food-vendor establishment without first obtaining a license to do so issued by the Division of Health upon payment of the sum as provided in Chapter 160, Fees and Charges. Such license on April 30 next after issuance, unless sooner suspended or revoked shall be for a year and must be renewed by January 31 each year after 2013. Renewals of any license shall not be issued after July 31 of the renewal year. Any licenses not renewed after July 31 of the renewal year shall not be renewed thereafter nor shall any new license be issued in place of that particular license, and the license shall be retired. Any licensee who fails to renew a license by May 1 shall not be permitted to operate until said license is renewed within the grace period as set forth. Mobile food vendor licenses shall be issued to individuals only. No license shall be issued to a corporation, partnership or business entity of any kind.~~
- B. ~~The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse upon production of an original death certificate within 90 days of the licensee's death, provided that on the date application for renewal is made to the Division of Health, the Division of Health has not as yet issued the licenses to an available applicant on the top of the waiting list as set forth in Subsection C herein.~~

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- C. The number of licenses which may be issued ~~under Subsection A above~~ to mobile food vendors shall not exceed ~~150~~ \_\_\_\_\_ licenses. In the event that a license is revoked or if it is not renewed, ~~after July 31 of the renewal year~~ then any such license may be issued to an applicant for such license on a first-come-first-served basis. The Director of the Division of Health shall maintain a waiting list for such revoked or unrenewed licenses and shall notify the person at the top of the list that such a license is available.
- D. Each mobile food vendor licensee for an itinerant eating and drinking establishment shall display the license and affix the same to the outside of the pushcart, vehicle or mobile food vendor establishment together with the certificate of registration issued by the New Jersey Division of Taxation.
- E. No person shall hold more than one license nor have any interest directly or indirectly in any other license.

**§175-9.1. Application.**

A. Application Process.

All current licensees shall be required to submit a completed new application, within sixty (60) days of the date his or her license expires, to fulfill license requirements for the remainder of 2013. The license of any current licensee who fails to file a completed application for renewal shall be null and void. All applications that are not approved 60 days from this date, with: 1) proof of existing license; 2) propane license from the Jersey City Fire Department; 3) Business Registration with the State of New Jersey; 4) proof of ownership or rental of the mobile food vendor's vehicle, pushcart or other mobile food-vendor establishment; 5) Certification from the City Health Department that the mobile food-vendor establishment has been successfully inspected; and 6) proof of liability insurance, will result in the prior license being declared null and void.

B. Applicants for a license shall be filed with the Health Officer a sworn application in writing and pay an application fee of \$75.00. The application shall contain all information considered relevant to determine whether a license may be issued, including but not limited to: address and phone number of applicant and two full-face passport sized photographs.

- (1) Name;
- (2) A description of the food product to be sold;
- (3) A list of all employees, if any;
- (4) If a motor vehicle is to be used, a description of the motor vehicle, license and registration number;
- (5) The location where food will be prepared prior to sale;
- (6) A Background Criminal Investigation (BCI) check. Upon successful completion of the background check, a Department of Health and Human Services ID card shall be issued, which should be visibly displayed on the person and his employees, if any, at all times when operating a mobile food-vendor establishment;
- (7) A statement as to whether or not the applicant has been convicted of any crime. If there are any outstanding Jersey City municipal violations, the applicant shall present proof that any outstanding fines have been paid in full or that a payment schedule has been established. Moreover, the applicant should also submit a detailed explanation of any mitigating factors that should be considered in the Police Director's evaluation of any prior crimes in the applicant's background. This may include statements of rehabilitation, reference letters, and any other information the applicant deems relevant;
- (8) A copy of any person with disabilities identification, if applicable;
- (9) Location of the mobil food-vendor vehicle when it is not in service.

**§175-9.2. Education/Training Requirement/Pre-Operation Inspection.**

- A. All approved applicants shall attend a Food Handlers' course as directed by the Jersey City Division of Health prior to commencing business.
- B. Upon initial approval of the application, completion of the mandatory course, and payment to the Division of Health of the required licensing fee, the applicant shall schedule his or her pre-operation inspection by the Health Officer.

**§175-9.3. Operation Requirements for Mobile Food Vendors.**

- A. Trash and recycling receptacles are required at the mobile food vendor's site and all trash and debris accumulating within 25 feet of the mobile food vendor's site shall be collected and deposited in a fresh container.
- B. Hours of Operation: 6:00 A.M. until 9:00 P.M. No mobile food vendor vehicle is permitted to stay parked on City streets past 10:00 P.M.
- C. No mobile food vendors shall occupy the street and the sidewalk at the same time.
- D. New or replacement mobile food vendor trucks, vans or other vehicles trucks shall be inspected before operating. No changes can be made to approved mobile food vendor trucks, vans, pushcarts or vehicles without re-inspection by the Division of Health.
- E. No mobile food vendor shall serve food or drink to a motorist whose vehicle is blocking the passage of traffic.
- F. No mobile food vendor shall serve customers on private property without permission of the owner.
- H. No mobile food vendors shall be permitted to occupy street space.
- I. Mobile food vendors must be self-contained; no coolers are permitted to be placed on streets or sidewalks.
- J. No in-truck dining services or sidewalk tables and chairs are allowed.

**§175-10. License Transfer Procedure .**

- A.. No license may be transferred from person to person unless said license is in good standing. The transfer procedure shall be as follows:
  - (1) An application by the licensee to transfer the license to another person shall be submitted to the Director of the Division of Health. Said application shall set forth the name of the licensee, the number of the license, the name of the transferee and a consent signed by the licensee to the transfer.
  - (2) The transferee shall submit an application to said Director requesting a transfer of said license to him. Said application shall contain all the requirements for the issuance of an original license and shall contain a consent in writing of the transferor of the license.
- B. Whenever any licensee shall apply for a person-to-person transfer of his or her license, said license shall not be available to anyone on the waiting list unless the licensee consents to the transfer of said license to some person who happens to be on the waiting list. No other person on that waiting list shall have any claim to any such license to be transferred.
- C. ~~The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse, provided that on the date application for renewal is made to the Division of Health, the Division has not as yet issued the license to an available applicant on the top of the waiting list as set forth in § 175-9C.~~

**§ 175-11. Use of streets by mobile food vendors; physically handicapped persons [amended 5-10-2006 by Ord. No. 06-064]**

- A. No person conducting, operating or maintaining an itinerant eating or drinking a mobile food-vendor establishment shall be permitted to sell food or drink within the area designated as The Journal Square Special Improvement District, which area is more particularly described by block and lot numbers and street addresses as set forth in Schedule A to Chapter 69 of this Code on file in the Office of the Jersey City Clerk. No person conducting, operating or maintaining an itinerant eating or drinking establishment, except an itinerant catering establishment as provided for in § 175-12a mobile food vendor establishment, shall be permitted to sell food or drink within three hundred (300) feet of any of any licensed eating and drinking establishment, nor shall he or she be permitted to remain in any location for a period exceeding twenty (120) one hundred twenty (120) minutes during a four-hour period. At the conclusion of 20 120 minutes, mobile food vendors shall move at least one hundred fifty (150) feet. The sole exception to this restriction is in the area along Kennedy Boulevard in front of New Jersey City University and across from A. Harry Moore School.
- B. Physically handicapped persons.
- (1) The exemption to the twenty (20)-minute regulation one hundred twenty (120) minute requirement shall not apply to physically handicapped persons who have been issued a specific vehicle identification card by the Division of Health, nor to any person operating the mobile food-vendor establishment. The exemption to the twenty-minute(20) minute-regulation restriction shall not apply to any person operating an establishment on behalf of the handicapped person. Said exemption to The twenty minute regulation one hundred twenty (120) minute restriction shall only apply to one vehicle or establishment operated by the handicapped person personally. The handicapped person shall not have an exemption for any more than one vehicle or establishment. In the event that the handicapped person is not personally operating that vehicle or establishment then the exemption to the twenty one hundred twenty (120) minute regulation restriction shall not apply to that vehicle or establishment.
- (2) Certification is required by a physically handicapped person in order to qualify for the exemption to the twenty one hundred twenty minute regulation restriction which shall contain the precise nature of the disability and shall not be in general terms. It shall also contain a prognosis by the doctor as to the length of time that such disability will exist. A new doctor's certification obtained pursuant to a current or recent examination shall be presented annually with the application for any renewal of a license to a physically handicapped person.
- (3) "Physical handicap" means a physical impairment which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical handicap" shall include coronary conditions. Any such physically handicapped person shall submit a certificate from a physician certifying that said handicap does exist and the physically disabled person shall then have issued a specific identification card by the Division of Health. In addition the physically disabled applicant shall furnish a verification card from the New Jersey Motor Vehicle commission. A copy of this certification shall be filed with the City Clerk Health Officer at the time of application.
- C. The provisions of the twenty one hundred twenty (120) minute regulation restriction in this section shall be enforced by the Police Department and the Division of Health.
- D. No itinerant eating and drinking mobile food-vendor establishment shall operate upon private property, without the owner's permission. No owner or person in control of or in possession of private property shall permit any itinerant eating and drinking mobile food vendor establishment to be operated upon said property.
- E. No itinerant catering mobile food-vendor establishment shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and any other areas so restricted, prohibited or regulated for the parking of motor vehicles.
- F. Zones Where Operation is Prohibited: Journal Square and Newport Redevelopment Plan

Area, which includes:

- (1) Thomas Gangemi Drive: Luis Munoz Marin Blvd. To Washington Blvd.
- (2) Washington Boulevard.: Thomas Gangemi Dr. To 18<sup>th</sup> St.
- (3) 18<sup>th</sup> Street: Washington Blvd. To Luis Munoz Marin Blvd.
- (4) Town Square Place: Washington Blvd. To River Drive South
- (5) River Drive South: Town Square Place to Newport Parkway
- (6) Newport Parkway: 11<sup>th</sup> Street Viaduct to River Drive South
- (7) 14<sup>th</sup> Street: Luis Munoz Marin Blvd. To Washington Blvd
- (8) North Garage.

G. Mobile Food Vendors Operating Trucks: Trucks shall not exceed 37 feet long by 8 feet wide.

H. All mobile food vendor trucks shall have displayed prominently a metal placard with the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.

§ 175-12. — Licensing of itinerant catering establishments;

- A. ~~No person shall conduct, operate or maintain an itinerant catering establishment without first obtaining a license to do so issued by the Division of Health upon payment of the sum as provided in Chapter 160, Fees and Charges, per year or fraction of a year. Such license shall expire on April 30 next after issuance unless sooner suspended or revoked. In the event that the licensee shall fail to renew the license by July 31 of the renewal year, then such license may be issued to any other person applying for the same. No licensee shall operate the catering establishment after April 30 of any year unless such license has been renewed.~~
- B. ~~The number of licenses permitted under Subsection A of this section shall be limited to 25.~~
- C. ~~All licenses shall be displayed and permanently affixed to the curb side of the vehicle.~~

§ 175-13. — Use of streets by itinerant catering establishments. [Amended 5-10-2006 by Ord. No. 06-064]

- A. ~~No person conducting, operating or maintaining an itinerant catering establishment shall be permitted to sell food or drink within the area designated as The Journal Square Special Improvement District, which area is more particularly described by block and lot numbers and street addresses as set forth in Schedule A to Chapter 69 of this Code on file in the Office of the Jersey City Clerk. No person conducting, operating or maintaining an itinerant catering establishment shall be permitted to sell food or drink within three hundred (300) feet of any licensed eating and drinking establishment, nor shall he or she be permitted to remain in any location for a period exceeding forty (40) minutes during a four-hour period. The provisions of this section shall be enforced by the Police Department and the Division of Health.~~
- B. ~~No itinerant catering establishment shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and any other areas so restricted, prohibited or regulated for the parking of motor vehicles.~~
- C. ~~No itinerant catering establishment shall operate upon private property without the permission of the owner or person in control or possession of said private property and then only for the forty (40) minutes during any four-hour period as provided herein. Any owner or person in control or possession of such property who permits an itinerant catering establishment to operate on such property in violation of the provisions herein shall be in violation of this section of the Code.~~
- D. ~~All itinerant catering establishments shall have displayed prominently upon the vehicle the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.~~

**§175-14. Violations and penalties.**

- A. Anyone violating any of the provisions of this Article shall be punishable as provided in Chapter 1, General Provisions, § 1-25. In the event that an offense is a continuing one, then each day such offense continues shall be deemed a separate and distinct offense and shall be punishable as such as provided herein and by the provisions of Chapter 24 of the State Sanitary Code. Where the offense is a continual one, only one summons and complaint need be issued, provided that there is stated on such documents the charge that each day the violation continues shall be a separate and distinct offense.
- B. In addition to the penalties set forth herein, ~~any person operating an itinerant eating and drinking establishment or an itinerant catering establishment~~ a mobile food vendor who violates any provisions of this Article, the vehicle, cart or establishment of which is being operated as ~~such a mobile food vendor~~ shall be impounded by either the police or the Division of Health as the case may be. In the event that any such establishment is impounded, the vehicle, cart or establishment may be redeemed by the person upon payment of the cost of impounding and the storage charges established by the Department of Police. Said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.

**§175-15 License revocation or suspension.**

- A. The license of a person who violates any provision of this Article may be revoked or suspended, or they may be fined for violation of this Article or the applicable provisions of Chapter 24 of the State Sanitary Code, after hearing upon 10 days' notice served upon the licensee. Said notice shall contain the specific provision of this Article ~~or of the State Sanitary Code~~, which has been violated and the specifications which shall constitute the violation. ~~The Director of the Division of Health Officer and the Chief Registered Environmental Health Specialist, the Director of the Division of Personnel, or their designees,~~ shall conduct the hearings upon noticed offenses. Licenses may be revoked or suspended for any violation of the Article or the State Sanitary Code or for any repeated violations thereof. ~~Where the license of an itinerant eating or drinking either to the offender or to anyone else:~~ Any licensee of ~~an itinerant catering establishment~~ a mobile food vendor whose license has been revoked shall not be qualified to receive a new license or have said license restored to said person.
  - B. Any licensee who is charged with a violation shall have the right to be represented by an attorney and said facts shall be stated on the notice served upon him.
  - C. Any licensee whose license has been revoked or suspended shall have a right to appeal such revocation or suspension to a court of competent jurisdiction in accordance with the rules of the Courts of the State of New Jersey.
- B. The following amendments to Chapter 160 (Fees and Charges) of the Jersey City Municipal Code are adopted:

**Fees and Charges**

**§160-1. Fee Schedule Established.**

- A. Through O. No Change.

**REPEALED**  
**160-1 (P)**

- P. Chapter 175, Food-Handling Establishments.

- (1) No Change.
- (2) Article II, ~~Itinerant Eating and Drinking Establishments~~ Mobile Food Vendor.

~~[(a) Annual license fee for itinerant eating and drinking establishments: \$250;~~  
~~(b) License fee for itinerant catering establishments: \$100.]~~

(a) For 2013: \$200.

(b) For 2014: \$500;  
(c) For 2015;and  
thereafter: \$600

(3) No Change.

(4) No Change.

Q. Through UU. No Change.

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

E. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.

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

G. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of the ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**Note:** All new material is underlined; words in [brackets] are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required



**CITY OF JERSEY CITY**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**  
1 JOURNAL SQUARE PLAZA FLOOR 2, JERSEY CITY, N.J. 07306  
PHONE: 201-547-6800 ■ FAX: 201-547-5168

JERRAMIAH HEALY  
MAYOR

HARRY MELENDEZ  
DIRECTOR

February 6, 2013

Council President and Members of the Municipal Council  
City of Jersey City - City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

RE: Amendments to Chapter 175 of the Jersey City Municipal Code - "Itinerant Catering Ordinance"

Dear City Council Members:

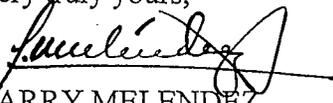
Presented for your review and consideration are amendments to Chapter 175-8 et seq. of the Jersey City Municipal Code, which is known as the "Itinerant Catering Ordinance."

First the Department of Health and Human Services and its Health Division (the "Department"), in day-to-day operation, treat the two categories addressed by the existing Ordinance ("Itinerant Eating and Drinking Establishments" and "Itinerant Catering Establishments") as if they were one category. In other words, the Department gives identical treatment of applicants and license holders even though they are, by existing Ordinance, separate classes of vendors. Therefore, with the amendments to the Ordinance, these two categories are now combined under a newly entitled class "mobile food vendors." The requirements, operational conditions and provisions formerly addressed by separate requirements are in a new category and the presently existing separate provisions are, therefore, combined and clarified.

Other proposed provisions include changing the fees (\$200 for the remainder of 2013, \$500 for 2014 and \$600 for 2014 and beyond), number of mobile food vendor licenses changed (and left for the Council to determine), and mobile food-vendor license application procedures made more stream-lined and centered in the Department (rather than with the City Clerk). Education and Training, at a "Food Handler's" course is required of approved mobile food vendors. Hours of operation and location time limits are established. In addition, in truck and sidewalk table dining is prohibited.

The vendors may continue to use their licenses until they expire and then make application through the Department rather than the City Clerk. Thank you for your consideration of these amendments.

Very truly yours,

  
HARRY MELENDEZ  
Director, Health & Human Services

Encl.

City Clerk File No. Ord. 13-015

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 13-015

**TITLE** ORDINANCE APPROVING A 10 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY 70 COLUMBUS URBAN RENEWAL, L.L.C., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

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

**WHEREAS**, 70 Columbus Urban Renewal, L.L.C., an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, the Entity owns certain property known as Condo Unit 3A within a portion of Block 13003, Lot 1, on the City's Official Tax map, consisting of approximately 3.47 acres, and more commonly known by the street address of 70 Columbus Drive, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the Exchange Place North Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g).; and

**WHEREAS**, the Entity has applied for a 20 year 10% Annual Gross Revenue long term tax exemption for a multiple dwelling, market rate residential rental project, to consist of a fifty (50) story building with approximately five hundred fifty-three (553) residential rental units, approximately seventeen thousand one hundred thirty-five (17,135) square feet of ground floor retail space and approximately two hundred sixty-three (263) on site parking spaces located in Condo Unit 3A within a portion of Block 13003, Lot 1, on the City's Tax Map and more commonly known as 70 Columbus Drive, Jersey City [Project]; and

**WHEREAS**, the Project received a site plan approval from the Planning Board on July 24, 2012; and

**WHEREAS**, as the result of negotiations before the Tax Abatement Committee, the Entity agreed to accept a shorter term and an incrementally higher service charge; and

**WHEREAS**, 70 Columbus Urban Renewal, L.L.C., has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of the Annual Gross Revenue for years 1 through 4; 12% of the Annual Gross Revenue for years 5 through 8; and 14% of the Annual Gross Revenue for the final years, 9 and 10, which initial sum is estimated to be \$1,571,461; all of 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

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- 4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and
- 5. pay the sum of \$855,203 to the City's Affordable Housing Trust Fund; and

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

- 1. the current real estate taxes generate revenue of only approximately \$52,000 whereas, the Annual Service Charge as estimated, will initially generate revenue of more than \$1,571,461 to the City and an additional sum of approximately \$78,573 to Hudson County;
- 2. it is expected that the Project will create approximately 350 jobs during construction and 30 new permanent jobs;
- 3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
- 4. the Project will further the overall redevelopment objectives of the Exchange Place North 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;
- 2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, 70 Columbus Urban Renewal, L.L.C., 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**, 70 Columbus Urban Renewal, L.L.C., has agreed to comply with the City of Jersey City's Ordinance 07-123, Requiring Apprenticeships and Project Labor Agreements; and

**WHEREAS**, on January 17, 2013, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor by a unanimous vote.

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

- A. The application of 70 Columbus Urban Renewal, L.L.C., 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 Condo Unit 3A within a portion of Block 13003, Lot 1, more commonly known by the street address of 70 Columbus Drive, more specifically described by metes and bounds in the application is hereby approved.
- B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement and a Project Employment and Contracting Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 13 years from the adoption of the within Ordinance or 10 years from the date the project is Substantially Complete;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$1,571,461 upon Project Completion, whether or not the Project is occupied; or
    - (b) 10% of the Annual Gross Revenue for years 1 through 4; 12% of the Annual Gross Revenue for years 5 through 8; and 14% of the Annual Gross Revenue for the final years 9 and 10, which initial sum is estimated to be \$1,571,461, and 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: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
  5. Project: A new multiple dwelling, market rate residential rental project, which will consist of a fifty (50) story building with approximately five hundred fifty-three (553) market rate residential rental units, approximately seventeen thousand one hundred thirty-five (17,135) square feet of ground floor retail space and approximately two hundred sixty-three (263) on site parking spaces;
  6. Affordable Housing Trust Fund: \$1,500 per unit or \$829,500 and \$1.50 per square foot x 17,135 square feet or \$25,703, for a total of \$855,203;
  7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
  8. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- 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*.

APPROVED AS TO LEGAL FORM

*J.M.D.*  
1/17/13

Corporation Counsel

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

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

Business Administrator

Certification Required

Not Required

Rev. 2-06-13  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(New Market Rate Res Rental FA)

Re: 70 Columbus Drive  
Approximately 3.47 acres  
Condo Unit 3A within a portion of Block 13003, Lot 1  
Exchange Place North Redevelopment Plan

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_ day of \_\_\_\_\_, 2013 by and between **70 COLUMBUS URBAN RENEWAL, L.L.C.**, 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 Harborside Financial Center, Plaza 10, Suite 1203, 3 Second Street, Jersey City, NJ 07311 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to Master Deed dated November 5, 2005, of certain property designated as Condo Unit 3A within a portion of Block 13003, Lot 1, more commonly known by the street address of 70 Columbus Drive, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Exchange Place North Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to construct a fifty (50) story building with approximately five hundred fifty-three (553) market rate residential rental units, approximately seventeen thousand one hundred thirty-five (17,135) square feet of ground floor retail space and approximately two hundred sixty-three (263) on site parking spaces [Project]; and

**WHEREAS**, on July 24, 2012, the Project received site plan approval from the Planning Board; and

**WHEREAS**, on January 7, 2013, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2013, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

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

- A. Relative Benefits of the Project when compared to the costs:
1. the current real estate land tax generates revenue of only approximately \$52,000 (underlying land assessment for adjacent project as well), whereas, the Annual Service charge as estimated, will generate revenue to the City of an initial amount of approximately \$1,571,461;
  2. the Entity has paid the City the sum of \$855,203, as an affordable housing contribution pursuant to Ordinance 03-112;
  3. it is expected that the Project will create approximately 350 new construction jobs and 30 new permanent full time jobs;
  4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
  5. the Project will further the redevelopment objectives of the Exchange Place North Redevelopment Plan, which include [remediation or development of vacant property];
  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 attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of

the Project; and

3. have a positive impact on the surrounding area.

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

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year 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. It shall include a payment for all annual excess profit.

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

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

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

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

ix. Entity - The term Entity within this Agreement shall mean 70 Columbus Urban Renewal, L.L.C., 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 02-003, relating to long term tax exemption, as it may be and supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status 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 - Shall begin on the first day of the month following the issuance of the first Certificate of Occupancy (whether permanent or temporary) for the Project (Lease Up Date). During the Lease Up Period, the Entity shall pay the sum equal to the estimated Annual Service Charge divided by the number of units divided by 12 for each month at the rate of 26 units per month for the first month and an additional 31 units each month thereafter through the 18<sup>th</sup> month after Lease Up Date, whether or not the units are actually occupied or generate revenue. The Lease Up Period for the Project expires 18 calendar months after the Lease Up Date.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the higher of (a) 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, which amount the parties agree is approximately \$52,000; or (b) following the substantial completion of the Project, the sum of \$1,571,461 per year, which sum will be prorated only during Lease Up Period and in the years in

which Substantial Completion occurs and this Agreement terminates.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

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

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

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

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

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

xxi. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. The Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

## **ARTICLE II - APPROVAL**

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

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Condo Unit 3A within a portion of Block 13003, Lot 1, more commonly known by the street address 70 Columbus Drive, Jersey City, 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 construct a fifty (50) story building with approximately five hundred fifty-three (553) market rate residential rental units, approximately seventeen thousand one hundred thirty-five (17,135) square feet of ground floor retail space and approximately two hundred

sixty-three (263) on site parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

**Section 2.4 Construction Schedule**

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

**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 used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

**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 a good faith estimate of 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 Sale Prices or Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project 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 13 years from the date of the adoption of Ordinance \_\_\_\_ on \_\_\_\_\_, 2013, which approved the tax exemption or 10 years from the original date of Substantial Completion of the Project or \_\_\_\_20\_\_\_\_. 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 annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue for years 1 through 4; 12% of the Annual Gross Revenue for years 5 through 8; and 14% of the Annual Gross Revenue for the final years 9 and 10. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. A Minimum Annual Service Charge shall be due beginning on the effective date of this Agreement. The City 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.

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

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial

Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

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 approximately equal to 1/3 of the existing land tax (upon filing of the Master Deed). This amount is approximately 1/3 of the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. Upon filing the Master Deed to create the Condominium Unit for the Project, the Entity shall be entitled to a Land Tax credit against the Annual Service Charge for Land Tax payment made for the new Condominium Unit for the Project. 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 credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment 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 / Interest**

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 or any other charge due under this agreement, 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 in full.

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

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

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

A. **Contribution.** The Entity will pay the City the sum of \$855,203 or \$1,500 per unit plus \$1.50 per square foot of retail space as a contribution. The sum shall be due and payable as follows:

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

#### **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.

#### **Section 5.2 Project Labor Agreement**

The Entity shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

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

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 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. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the

Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. 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. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

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

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

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

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

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

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

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity

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

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

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

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

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

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

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

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law;

3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity is comprised of principals possessing substantially the same or better business reputation, financial qualifications and credit worthiness of the Entity; and 6) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d).

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

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

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

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

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

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

## ARTICLE XI - DEFAULT

### **Section 11.1 Default**

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

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

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

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

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

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

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City 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 notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any

refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

**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 remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

**Section 12.4 Conventional Taxes**

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

**ARTICLE XIII - DISPUTE RESOLUTION**

**Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.8 as Material Conditions.

**Section 13.2 Appeal of Assessment**

In calculating the amount of “staged” tax adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

**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 the City’s right to audit or recover 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 by a third party 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. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

**ARTICLE XVI- NOTICE**

**Section 16.1 Certified Mail**

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

**Section 16.2 Sent by City**

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

70 Columbus Urban Renewal, L.L.C.

Harborside Financial Center  
Plaza 10 – Suite 1203  
3 Second Street  
Jersey City, NJ 07311

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311  
Attn: Charles J. Harrington, III, Esq.

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

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, 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 Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed

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

**WITNESS:**

**70 COLUMBUS URBAN RENEWAL, L.L.C.**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**JOHN KELLY**  
**BUSINESS ADMINISTRATOR**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between the **CITY OF JERSEY CITY** [City] and **70 COLUMBUS URBAN RENEWAL, L.L.C.**, having its principal office at Harborside Financial Center, Plaza 10, Suite 1203, 3 Second Street, Jersey City, NJ 07311. Recipient agrees as follows:

### **I. Definitions:**

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

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
3. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, 1<sup>st</sup> Floor, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
4. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
5. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
6. "Local Business" means a bona fide business located in Jersey City.
7. Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.
8. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:

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

an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.

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

## **II. Purpose:**

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

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

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI, 2., A-J (Permanent Jobs).

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

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

contracts must still be applied to local vendors.

**IV. Recipient Designee:**

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

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

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

**V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_, approving the tax exemption and terminate the earlier of 13 years from the date of the adoption of that Ordinance or 10 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

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

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

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

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

signed acknowledgment can be found in Appendix E.

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

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

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

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

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

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

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

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

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

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

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

## 2. Business Contracting

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

### 1) Solicitation of Businesses:

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

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

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

- 1. Letter Designating Project Employment & Contracting Officer (Appendix A)
- 2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ

3. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
4. Documentation of Bid Submission (Appendix D2)
5. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
6. Example of Bi-Weekly Site Visit Report (Appendix I)
7. Example of Documentation of Hiring Plan (Appendix J)
8. Example of Semi-Annual Employment Report (Appendix K)
9. Example of Semi-Annual Purchasing Report (Appendix L)

## **VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. **Interviews Relating to Violations:** The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. **Determination of Violation:** The City shall issue a determination of whether the Recipient

is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

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

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

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

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

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

### **X. Notices**

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

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

70 Columbus Urban Renewal, L.L.C.  
Harborside Financial Center  
Plaza 10, Suite 1203  
3 Second Street  
Jersey City, NJ 07311

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, N.J. 07311-4029  
Att: Charles J. Harrington, III, Esq.

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

Project Employment & Contracting Monitor  
Department of Administration  
Division of Economic Opportunity  
280 Grove Street – 1<sup>st</sup> Floor  
Jersey City, New Jersey 07302

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

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

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

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

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

Notwithstanding anything in this Agreement to the contrary, if the Recipient has entered into a Project Labor Agreement with a Labor Organization, then any and all sections of this Agreement pertaining to construction jobs and the construction portion of any Project, are null and void and may be disregarded by the Recipient. In the event the Recipient has entered into a Project Labor Agreement, then this Agreement shall become effective upon Substantial Completion of the Project. In the event there are any conflicts between this Agreement and any Project Labor Agreement, then

the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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

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

**WITNESS:**

**70 COLUMBUS URBAN RENEWAL, L.L.C.**

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

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

City Clerk File No. Ord. 13-016

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 13-016

**TITLE: ORDINANCE APPROVING A 10 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY MARBELLA TOWER URBAN RENEWAL ASSOCIATES SOUTH, L.L.C., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

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

**WHEREAS**, Marbella Tower Urban Renewal Associates South, L.L.C., an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, the Entity owns certain property known as Block 11603, Lot 45.01, on the City's Official Tax map, consisting of approximately .435 acres, and more commonly known by the street address of 401 Washington Boulevard, and more specifically described by metes and bounds, in the application [Property]; and

**WHEREAS**, the Property is located within the Harsimus Cove Station Redevelopment Plan formerly known as Hudson Exchange Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

**WHEREAS**, the Entity has applied for a 20 year 10% Annual Gross Revenue long term tax exemption for a multiple dwelling, market rate residential rental project, to consist of a thirty-nine (39) story building with approximately three hundred eleven (311) residential rental units, approximately six hundred forty one (641) square feet of ground floor retail space and will own by a perpetual easement to utilize approximately one hundred sixty-three (163) parking spaces in an existing parking garage located in Block 11603, Lot 45.01, on the City's Tax Map and more commonly known as 401 Washington Boulevard, Jersey City, N.J. [Project]; and

**WHEREAS**, the Project received a site plan approval from the Planning Board on May 15, 2012; and

**WHEREAS**, as the result of negotiations before the Tax Abatement Committee, the Entity agreed to accept a shorter term and an incrementally higher service charge; and

**WHEREAS**, Marbella Tower Urban Renewal Associates South, L.L.C., has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of the Annual Gross Revenue for years 1 through 4; 12% of the Annual Gross Revenue for years 5 through 8; and 14% of the Annual Gross Revenue for the years 9 and 10, which initial sum is estimated to be \$1,146,187; all of 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

0 2 0 1 3 0 2 8

4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. pay the sum of \$467,462 to the City's Affordable Housing Trust Fund; and

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

1. the current real estate taxes generate revenue of only approximately \$15,744 whereas, the Annual Service Charge as estimated, will initially generate revenue of more than \$1,146,187 to the City and an additional sum of approximately \$57,309 to Hudson County;
2. it is expected that the Project will create approximately 400 jobs during construction and 18 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Harsimus Cove Station Redevelopment Plan formerly known as Hudson Exchange 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;
2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

**WHEREAS**, Marbella Tower Urban Renewal Associates South, L.L.C., 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**, Marbella Tower Urban Renewal Associates South, L.L.C., has agreed to comply with the City of Jersey City's Ordinance 07-123, Requiring Apprenticeships and Project Labor Agreements; and

**WHEREAS**, on January 24, 2013, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor by a unanimous vote.

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

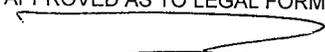
A. The application of Marbella Tower Urban Renewal Associates South, L.L.C., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., a copy of which is on file in the office of the City Clerk, for Block 11603, Lot 45.01, more commonly known by the street address of 401 Washington Boulevard, Jersey City, N.J., more specifically described by metes and bounds in the application is hereby approved.

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

1. Term: the earlier of 15 years from the adoption of the within Ordinance or 10 years from the date the project is Substantially Complete;
  2. Annual Service Charge: each year the greater of:
    - (a) the Minimum Annual Service Charge equal to \$1,146,187 upon Project Completion, whether or not the Project is occupied; or
    - (b) 10% of the Annual Gross Revenue for years 1 through 4; 12% of the Annual Gross Revenue for years 5 through 8; and 14% of the Annual Gross Revenue for the final years 9 and 10, which initial sum is estimated to be \$1,146,187, and which shall be subject to statutory staged increases during the term of the tax exemption.
  3. Administrative Fee: 2% of the prior year's Annual Service Charge;
  4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
  5. Project: A new multiple dwelling, market rate residential rental project, which will consist of a thirty-nine (39) story building with approximately three hundred eleven (311) market rate residential rental units, approximately six hundred forty one (641) square feet of ground floor retail space and with a perpetual easement to utilize approximately one hundred sixty-three (163) parking spaces in an existing parking garage;
  6. Affordable Housing Trust Fund: \$1,500 per unit or \$466,500 and \$1.50 per square foot x 641 square feet or \$962, for a total of \$467,462;
  7. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.
- D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner provided by law.
- 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  
2/06/13

APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

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

Certification Required   
Not Required

Rev. 2-05-13  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(New Market Rate Res Rental FA)

Re: 401 Washington Boulevard  
Approximately .435 acres  
Block 11603, Lot 45.01  
Harsimus Cove Station Redevelopment Plan  
Redevelopment Plan formerly known as Hudson  
Exchange Redevelopment Plan

**PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made the \_\_\_\_\_ day of \_\_, 2013 by and between **MARBELLA TOWER URBAN RENEWAL ASSOCIATES SOUTH, L.L.C.**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Roseland Property Company, 233 Canoe Brook Road, Short Hills, NJ 07078 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

**RECITALS**

**WITNESSETH:**

**WHEREAS**, the Entity is the Owner pursuant to Deed of certain property designated as Block 11603, Lot 45.01, more commonly known by the street address of 401 Washington Boulevard, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is located within the boundaries of the Harsimus Cove Station Redevelopment Plan formerly known as Hudson Exchange Redevelopment Plan Area; and

**WHEREAS**, the Entity plans to construct a thirty-nine (39) story building with approximately three hundred eleven (311) market rate residential rental units, approximately six hundred forty one (641) square feet of ground floor retail space and will own a perpetual easement to utilize approximately one hundred sixty-three (163) parking spaces in an existing parking garage which shall be incorporated into the Project [Project]; and

**WHEREAS**, on May 15, 2012, the Project received site plan approval from the Planning Board; and

**WHEREAS**, on November 28, 2012, the Entity filed an Application with the City for a long term tax exemption for the Project; and

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2013, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

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

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

1. the current real estate tax generates revenue of only approximately \$15,744, whereas, the Annual Service charge as estimated, will generate revenue to the City of an initial amount of approximately \$1,146,187 in the first year;
2. the Entity has agreed to pay the City the sum of \$467,462, as an affordable housing contribution pursuant to Ordinance 03-112;
3. it is expected that the Project will create approximately 400 new construction jobs and 18 new permanent full time jobs;
4. the Project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
5. the Project will further the redevelopment objectives of the Harsimus Cove Station Redevelopment Plan formerly known as Hudson Exchange Redevelopment Plan, which include [remediation or development of vacant property];
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 attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and

3. have a positive impact on the surrounding area.

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

incorporated herein by reference.

iii. Annual 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 (not including tenant security deposits) or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. 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 each year 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. It shall include a payment for each year's annual excess profit, if any.

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

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

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

the Project for a period equal to the term of this Agreement.

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

ix. Entity - The term Entity within this Agreement shall mean Marbella Tower Urban Renewal Associates South, L.L.C., 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 02-003, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status 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 - Shall begin on the first day of the month following the issuance of the first Certificate of Occupancy (whether permanent or temporary) for the Project (Lease Up Date). During the Lease Up Period, the Entity shall pay the sum equal to the estimated Annual Service Charge divided by the number of units in the Project divided by 12 for each month at the rate of 17 units per month for the first month and an additional 17 units each month thereafter through the 18<sup>th</sup> month after Lease Up Date, whether or not the units are actually occupied or generate

revenue. The Lease Up Period for the Project expires 18 calendar months after the Lease Up Date.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$15,744; (b) the sum of \$1,146,187 per year, which sum will be prorated only during Lease Up Period and in the years in which Substantial Completion occurs and this Agreement terminates.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

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

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

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

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

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

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

## 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 11603, Lot 45.01, more commonly known by the street address 401 Washington Boulevard, Jersey City, 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 construct a thirty-nine (39) story building with approximately three hundred eleven (311) market rate residential rental units, approximately six hundred forty one (641) square feet of ground floor retail space and will own a perpetual easement to utilize approximately one hundred sixty-three (163) parking spaces in an existing parking garage which parking spaces shall be incorporated into the Project; 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, and in compliance with any Redevelopment Agreement.

**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, and that it owns a perpetual easement to utilize approximately one hundred sixty-three (163) parking spaces in an existing parking garage. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement.

**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 a good faith estimate of 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 Rents**

The Entity represents that its good faith projections of the initial rents and other revenue to the Project 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 15 years from the date of the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 2013, which approved the tax exemption or 10 years from the original 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 annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 10% of the Annual Gross Revenue for years 1 through 4; 12% of Annual Gross Revenue for years 5 through 8; and 14% of Annual Gross Revenue for years 9 and 10 of this Agreement. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. The Minimum Annual Service Charge set forth in Section 1.2(xvi)(a) shall be due beginning on the effective date of this Agreement. Beginning on the first day of the month after Substantial Completion, the Minimum Annual Service Charge set forth in Section 1.2(xvi)(b) shall be due in any year where it exceeds the Annual Service Charge. The City 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.

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

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the

last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1<sup>st</sup> day of the 7th year following Substantial Completion until the last day of the 7th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 8th year following the Substantial Completion until the last day of the 8th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 9th year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 10th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

#### **Section 4.3 Land Tax**

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 credit against the Annual Service Charge until the Land Taxes are paid in full. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes until the land taxes are paid in full. 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 / Interest**

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 or any other charge due under this Agreement, 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 in full.

**Section 4.5 Administrative Fee**

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

**Section 4.6 Affordable Housing Contribution and Remedies**

A. **Contribution.** The Entity will pay the City the sum of \$467,462 or \$1,500 per residential unit plus \$1.50 per square foot of retail space as a contribution. The sum shall be due and payable as follows:

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

**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.

**Section 5.2 Project Labor Agreement**

The Entity shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 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. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and

interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, plus the excess net profit, if any, in accordance with Article VII hereof. Any excess net profit shall be paid to the City.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. 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. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

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

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

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

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

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

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

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

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

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual 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 included 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 of this Agreement or sale of the Project 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 article and the balance of the Excess Net Profit, if any.

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

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

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this

Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d).

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

### **Section 9.2 Transfer Application Fee**

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

## **ARTICLE X - COMPLIANCE**

### **Section 10.1 Operation**

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

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

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

## ARTICLE XI - DEFAULT

### **Section 11.1 Default**

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

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

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

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

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

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

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City 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 notify the City that it will relinquish its status as a tax exempt Project, after the expiration of one year from the Substantial Completion of the Project, as of the January 1<sup>st</sup> of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1<sup>st</sup> of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any

refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1<sup>st</sup> as a condition precedent of the voluntary termination.

### **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 remaining excess Net Profits. For purposes of rendering a final accounting the date of the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 12.4 Conventional Taxes**

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

## **ARTICLE XIII - DISPUTE RESOLUTION**

### **Section 13.1 Arbitration**

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.8 as Material Conditions.

**Section 13.2 Appeal of Assessment**

In calculating the amount of “staged” tax adjustments only (that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12), either party may file an appeal of the conventional assessment with the Hudson County Tax Board or the Superior Court of New Jersey to determine the value of land and improvements.

**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 the City’s right to audit or recover 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 by a third party 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. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

**ARTICLE XVI- NOTICE**

**Section 16.1 Certified Mail**

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

**Section 16.2 Sent by City**

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

Marbella Tower Urban Renewal Associates South, L.L.C.  
c/o Roseland Property Company  
233 Canoe Brook Road  
Short Hills, NJ 07078  
Attn: Ivan M. Baron

c/o Garden State Development  
30 Montgomery Street, 15<sup>th</sup> Floor  
Jersey City, NJ 07302  
Attn: Peter Mangin

and

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

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

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, 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 Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Deed

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

**WITNESS:**

**MARBELLA TOWER URBAN RENEWAL  
ASSOCIATES SOUTH, L.L.C.**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE  
CITY CLERK**

\_\_\_\_\_  
**JOHN KELLY  
BUSINESS ADMINISTRATOR**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between the **CITY OF JERSEY CITY** [City] and **MARBELLA TOWER URBAN RENEWAL ASSOCIATES SOUTH, L.L.C.**, having its principal office at c/o Roseland Property Company, 233 Canoe Brook Road, Short Hills, NJ 07078. Recipient agrees as follows:

### **I. Definitions:**

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

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

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

an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.

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

## II. Purpose:

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

## III. Good Faith Goals:

In the event the Recipient is able to demonstrate that its work force already meets the goals set forth below or is able to meet such goals during the term of this agreement, the Recipient will not be required to comply with the interviewing or reporting obligations set forth in Section VI, 2., A-J (Permanent Jobs).

1. **Employment:** The Recipient shall make a Good Faith effort to achieve the goal of a work force representing fifty-one (51%) percent City residents, fifty-one (51%) percent of whom are residents who are Minorities and, in Non-Traditional Jobs, six point nine (6.9%) percent of whom are residents who are women, it being understood that one employee may satisfy more than one category.
2. **Business Contracting:** The Recipient shall make a Good Faith effort to achieve the goal of awarding twenty (20%) percent of the dollar amount of its contracts to Local Businesses, fifty-one (51%) percent of which shall be Minority or Women Owned Local Businesses. If fifty-one (51%) percent of Minority or Women Owned Local Businesses cannot be obtained, that percentage of

contracts must still be applied to local vendors.

**IV. Recipient Designee:**

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

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

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

**V. Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance \_\_\_\_\_, approving the tax exemption and terminate the earlier of 15 years from the date of the adoption of that Ordinance or 10 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

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

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

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

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

signed acknowledgment can be found in Appendix E.

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

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

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

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

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

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

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

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

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

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

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

**2. Business Contracting**

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

1) Solicitation of Businesses:

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.

i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

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

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

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ

3. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting Mayor Jerramiah T. Healy's Business Cooperative Program (Appendix D)
4. Documentation of Bid Submission (Appendix D2)
5. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
6. Example of Bi-Weekly Site Visit Report (Appendix I)
7. Example of Documentation of Hiring Plan (Appendix J)
8. Example of Semi-Annual Employment Report (Appendix K)
9. Example of Semi-Annual Purchasing Report (Appendix L)

## **VII. Notices of Violation:**

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. **Interviews Relating to Violations:** The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. **Determination of Violation:** The City shall issue a determination of whether the Recipient

is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

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

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

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

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

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

### **X. Notices**

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

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

Marbella Tower Urban Renewal Associates South, L.L.C.  
c/o Roseland Property Company  
233 Canoe Brook Road  
Short Hills, NJ 07078

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, N.J. 07311-4029  
Att: James C. McCann, Esq.

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

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

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

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

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

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

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

Notwithstanding anything in this Agreement to the contrary, if the Recipient has entered into a Project Labor Agreement with a Labor Organization, then any and all sections of this Agreement pertaining to construction jobs and the construction portion of any Project, are null and void and may be disregarded by the Recipient. In the event the Recipient has entered into a Project Labor Agreement, then this Agreement shall become effective upon Substantial Completion of the Project. In the event there are any conflicts between this Agreement and any Project Labor Agreement, then

the Project Labor Agreement shall govern. Wherever possible, this Agreement shall be interpreted consistently with the Project Labor Agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

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

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

**WITNESS:**

**MARBELLA TOWER URBAN RENEWAL  
ASSOCIATES SOUTH, L.L.C.**

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

\_\_\_\_\_

City Clerk File No. Ord. 13-017

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 13-017

**TITLE: ORDINANCE AMENDING A 15 YEAR LONG TERM TAX EXEMPTION FINANCIAL AGREEMENT WITH MARBELLA TOWER URBAN RENEWAL ASSOCIATES, L.L.C., TO: 1) AMEND ITS GROUND LEASE AND FINANCIAL AGREEMENT TO REDUCE LAND AREA OF THE PROJECT; 2) REDUCE THE NUMBER OF PARKING SPACES FROM 423 TO 260 PARKING SPACES; AND 3) ASSIGN A PORTION OF THE PROJECT CONTAINING 163 PARKING SPACES TO MARBELLA TOWER URBAN RENEWAL ASSOCIATES SOUTH, L.L.C.**

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

**WHEREAS**, Marbella Tower Urban Renewal Associates, L.L.C., is an urban renewal company, qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, Marbella Tower Urban Renewal Associates, L.L.C., is the ground lessee of certain property now known as Block 11603, Lot 45.02 (formerly Block 15, Lot 28), on the City's Official Tax map, consisting of approximately 1.7 acres, and more commonly known by the street address of 425 Washington Boulevard, Jersey City, New Jersey [Property]; and

**WHEREAS**, by the adoption of Ordinance 00-175, the City approved a fifteen (15) year tax exemption for the Entity to construct a forty (40) story residential building, containing approximately four hundred sixteen (416) market rate residential rental units, with approximately 9,000 gross square feet of retail space and parking for approximately four hundred twenty-three (423) cars [Project]; and

**WHEREAS**, pursuant to Ordinance 00-175 adopted on January 11, 2001, the Entity and the City entered into a certain financial agreement dated as of January 31, 2001 [Financial Agreement] whereby the City granted the Entity a 15 year tax exemption for certain property now designated as Block 11603, Lot 45.02 (formerly known as Block 15, Lot 28), and more commonly known by the street address of 425 Washington Boulevard, Jersey City, NJ; and

**WHEREAS**, on November 28, 2012, Marbella Tower Urban Renewal Associates, L.L.C., filed an application to amend its Ground Lease to reduce the land area of the Project to 1.384 acres; assign a portion of the Project containing 163 parking spaces to Marbella Tower Urban Renewal Associates South, L.L.C., thereby reducing its parking spaces from 423 to 260; and

**WHEREAS**, Marbella Tower Urban Renewal Associates South, L.L.C., agreed to include the 163 parking spaces as part of its Project, which will also be subject to the increased Annual Service Charge that is in effect for the Marbella Tower Urban Renewal Associates South, L.L.C.; and

**WHEREAS**, the Entity and the City now seek to enter into an amendment to the Financial Agreement to: (a) amend its Ground Lease to reduce the land area of the Project to 1.384 acres; (b) assign that portion of the Project containing 163 parking spaces from its parking garage to Marbella Tower Urban Renewal Associates South, L.L.C., thereby reducing its parking spaces from 423 parking spaces to 260 parking spaces; and

**WHEREAS**, all capitalized terms used in this Amendment are used as defined in the Financial Agreement; and

02013025

**WHEREAS**, on January 24, 2013, the Tax Exemption Committee recommended the approval of this Amendment to the Financial Agreement to the Mayor by a unanimous vote.

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

A. The application of Marbella Tower Urban Renewal Associates, L.L.C., 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, to amend the its Ground Lease and the Financial Agreement to 1) delete and replace the metes and bounds description its Ground Lease and the original Financial Agreement to a metes and bounds description showing 1.384 acres of land; 2) reduce the number of parking spaces in the Project from 423 to 260 parking spaces; and 3) assign 163 parking spaces to Marbella Tower Urban Renewal Associates South, L.L.C., is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to consent to the amendment of the Ground Lease so that the land area of the Project is reduced to 1.384 acres and to execute an Amendment to the Financial Agreement. The Amendment to the Financial Agreement shall include at a minimum the following terms and conditions:

1. The metes and bounds description set forth as Exhibit 1 to the Financial Agreement is hereby deleted in its entirety and replaced with the new metes and bounds description showing a land area for the Project of 1.384 acres.

2. Any and all references throughout the Financial Agreement to 423 parking spaces is hereby deleted and replaced with 260 parking spaces.

3. The Financial Agreement is supplemented with the following provision:  
A portion of the Project is now located on Lot 45.01 in Block 11603 is subject to a perpetual reciprocal easement between the Entity and Marbella Tower Urban Renewal Associates South, L.L.C. Pursuant to such easement, 163 of the parking spaces located in the garage of the Project are now being used by Marbella Tower Urban Renewal Associates South, L.L.C., and are hereby deemed to be a part of the Marbella II Project.

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

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

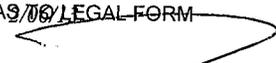
E. All ordinances and parts of ordinances, including Ordinance 00-175, inconsistent herewith are hereby repealed.

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  
APPROVED AS TO LEGAL FORM  
  
Corporation Counsel

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

Certification Required   
Not Required

Rev. 2-05-13  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
Market Rate Rental Residential

Re: 425 Washington Boulevard  
Formerly 1.7 Acres within Block 15, Lot 28,  
Now 1.384 acres within Block 11603, Lot 45.02  
Harsimus Station Redevelopment Plan formerly known as  
Hudson Exchange Redevelopment Plan

### **PREAMBLE**

**THIS AMENDMENT TO THE FINANCIAL AGREEMENT**, [Agreement] is made as of this \_\_\_ day of \_\_\_\_, 2013, by and between **MARBELLA TOWER URBAN RENEWAL ASSOCIATES, LLC**, an urban renewal Entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Roseland Property Company, 233 Canoe Brook Road, Short Hills, NJ 07078, [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, pursuant to Ordinance 00-175 adopted on January 11, 2001, the Entity and the City entered into a certain financial agreement dated as of January 31, 2001 [Financial Agreement] whereby the City granted the Entity a tax exemption for certain property formerly known as Block 15, Lot 28, now known as Block 11603, Lot 45.02, and more commonly known by the street address of 425 Washington Boulevard, Jersey City, NJ; and

**WHEREAS**, the Entity and the City now seek to enter into an amendment to the Financial Agreement to (a) authorize an amendment to the Entity's Ground Lease to reduce the land area of the Project to 1.384 acres in accordance with the metes and bounds description attached hereto as Amended Exhibit 1; (b) reduce the parking spaces in the Project from 423 to 260; and c) assign 163 parking spaces from its parking garage to Marbella Tower Urban Renewal Associates South, LLC; and

**WHEREAS**, all capitalized terms used in this Amendment are used as defined in the Financial Agreement; and

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

1. The City consents to an amendment to the Entity's Ground Lease reducing the acreage of the Project to 1.384 acres.
2. The metes and bounds description set forth as Exhibit 1 to the Financial Agreement is hereby deleted in its entirety and replaced with the new metes and bounds description attached hereto as Amended Exhibit 1.
3. Any and all references throughout the Financial Agreement to 423 parking spaces is hereby deleted and replaced with 260 parking spaces.
4. The Financial Agreement is supplemented with the following provision:

A portion of the Project is now located on Lot 45.01 in Block 11603 pursuant to a perpetual reciprocal easement between the Entity and Marbella Tower Urban Renewal Associates South, LLC. Pursuant to such easement, 163 of the parking spaces located in the garage of the Project are now being used by Marbella Tower Urban Renewal Associates South, LLC, and are hereby deemed to be a part of the Marbella II Project.

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

**ATTEST:**

**MARBELLA TOWER URBAN  
RENEWAL ASSOCIATES, LLC  
BY: Roseland/Jersey City II LLC  
Its Managing Member**

\_\_\_\_\_

\_\_\_\_\_  
**Marshall B. Tycher, Manager**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE  
CITY CLERK**

\_\_\_\_\_  
**JOHN KELLY  
BUSINESS ADMINISTRATOR**

# CONNELL FOLEY LLP

ATTORNEYS AT LAW

HARBORSIDE FINANCIAL CENTER.

2510 PLAZA FIVE

JERSEY CITY, N.J. 07311-4029

(201) 521-1000

FAX: (201) 521-0100

ROSELAND OFFICE

85 LIVINGSTON AVENUE

ROSELAND, N.J. 07068-3702

(973) 535-0500

FAX: (973) 535-9217

NEW YORK OFFICE

888 SEVENTH AVENUE

NEW YORK, N.Y. 10106

(212) 262-2390

FAX: (212) 262-0050

PHILADELPHIA OFFICE

1500 MARKET STREET

PHILADELPHIA, PA 19102

(215) 246-3403

FAX: (215) 665-5727

COUNSEL

JOHN W. BISSELL  
FRANCIS E. SCHILLER\*  
EUGENE P. SQUEO\*  
NOEL D. HUMPHREYS\*  
ANTHONY ROMANO II\*  
STEVE BARNETT\*  
THOMAS M. SCUDERT\*

KARIN I. SPALDING\*  
JODI ANNE HUDSON\*  
RICHARD A. JAGEN  
JOSEPH M. MURPHY  
NANCY A. SKIDMORE\*  
JASON E. MARX\*  
ALEXIS E. LAZZARA

JOHN A. PINDAR (1969)  
GEORGE W. CONNELL (2005)  
ADRIAN M. FOLEY, JR.  
GEORGE J. KENNY\*  
KENNETH F. KUNZMAN  
SAMUEL D. LORD  
RICHARD D. CATENACCI  
RICHARD J. BADOLATO\*  
PETER D. MANAHAN  
JOHN B. MURRAY  
MARK L. FLEDER  
KEVIN J. COAKLEY  
THOMAS S. COSMA  
KATHLEEN S. MURPHY  
PATRICK J. MCAULEY  
PETER J. PIZZI\*\*  
KEVIN R. GARDNER  
ROBERT E. RYAN  
MICHAEL X. MCBRIDE\*  
JEFFREY W. MORYAN  
PETER J. SMITH\*  
BRIAN G. STELLER  
PHILIP F. MCGOVERN, JR.  
KAREN PAINTER RANDALL  
LIZA M. WALSH  
JOHN P. LACEY  
MICHAEL J. CROWLEY-

TIMOTHY E. CORRISTON\*  
ERNEST W. SCHOELLKOPFF\*  
PATRICK J. HUGHES\*\*  
JAMES C. MCCANN\*  
JOHN D. CROMIE  
ANGELA A. IUSO\*  
WILLIAM T. MCGLOIN\*  
BRENDAN JUDGE  
STEPHEN A. URBAN  
CHARLES J. HARRINGTON III\*  
STEPHEN V. FALANGA\*  
TRICIA O'REILLY\*  
ANTHONY F. VITIELLO\*\*  
MARC D. HAEFNER  
JONATHAN P. MCHENRY  
JAMES P. RHATICAN\*\*  
BRAD D. SHALIT\*  
W. NEVINS MCCANN\*  
THOMAS J. O'LEARY\*  
MITCHELL W. TARASCHI  
M. TREVOR LYONS\*  
MICHAEL A. SHADIACK  
PATRICIA A. LEE\*\*  
AGNIESZKA ANTONIAN\*  
CRAIG S. DEMARESKI\*  
OWEN C. MCCARTHY\*  
NEIL V. MODY\*

\* ALSO ADMITTED IN NEW YORK

+ ALSO ADMITTED IN PENNSYLVANIA

- ONLY ADMITTED IN NEW YORK

PLEASE REPLY TO JERSEY CITY, NJ

DOUGLAS J. SHORT\*  
JAMES M. MERENDINO  
MICHELE T. TANTALLA\*  
HECTOR D. RUIZ\*  
ROBERT A. VERDIBELLO\*  
JENNIFER C. CRITCHLEY\*  
PATRICK S. BRANNIGAN\*  
DANIELA R. D'AMICO\*  
CHRISTINE I. GANNON\*  
PHILIP W. ALLOGRAGENTO III\*  
LAURIE B. KACHONICK\*  
ANDREW C. SAYLES\*  
STEPHEN D. KESSLER  
CHRISTOPHER ABATEMARCO\*  
AARON M. BENDER+  
ANTHONY J. CORINO\*  
WILLIAM D. DEVEAU\*  
CONOR F. MURPHY\*  
MEGHAN B. BARRETT\*  
RUKHSANA L. LIGHARI\*  
STACIE L. POWERS

NICOLE B. DORY\*  
CHRISTIAN J. JENSEN\*  
JOSEPH A. VILLANI, JR.\*  
MICHAEL BOJBASA-  
E. KEVIN VOLZ\*  
CHRISTOPHER M. HEMRICK\*  
SUSAN KWIAKOWSKI\*  
MONICA SETH\*  
MELISSA D. LOPEZ  
ANDREW L. BARON\*  
JASON D. FALK\*  
JOANNA S. RICH\*  
MEGAN K. MUSSO  
EDMUND J. CAULFIELD\*  
SYDNEY J. DARLING\*  
JESSICA L. PALMER  
NEIL V. SHAH\*  
STEPHEN R. TURANO\*  
TARA L. TOULOUIMIS\*  
MICHAEL J. CREEGAN\*

November 28, 2012

## Via Hand Delivery

Honorable Mayor Jerramiah T. Healy  
c/o All Cameron, Deputy Director  
Department of Housing, Economic Development  
and Commerce  
30 Montgomery Street, 9<sup>th</sup> Floor  
Jersey City, New Jersey 07302

Re: Letter Application Requesting Amendment to  
Financial Agreement by and between Marbella Tower Urban Renewal  
Associates, L.L.C. and City of Jersey City for Project  
At 525 Washington Boulevard, Jersey City, NJ  
Known as Marbella I now located on new Lot 45.02 in Block 11603

Dear Mr. Cameron:

This firm represents Marbella Tower Urban Renewal Associates, L.L.C. in connection with the above captioned Financial Agreement.

The purpose of this letter is to respectfully request an amendment to the above-referenced Financial Agreement, which: (1) deletes the existing metes and bounds description for the Project and replaces it with the new metes and bounds description attached hereto as Amended Exhibit 1; (2) reduces the 423 parking spaces in the Project by 163 spaces to 260 parking spaces; (3) discloses that the aforementioned 163 parking spaces have now become part of the Marbella II Project pursuant to a perpetual easement and that any revenue received from the use of such 163 parking spaces will be paid to Marbella South Urban Renewal Associates, L.L.C.; and (4) discloses that a portion of the Project's improvements will now be located on Lot 45.01 in Block 11603, pursuant to a perpetual easement.

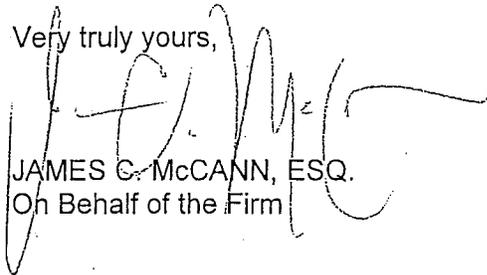
Honorable Mayor Jerramiah T. Healy  
c/o All Cameron, Deputy Director  
Department of Housing, Economic Development  
Page 2, November 28, 2012

These amendments are made necessary by the pending development of Marbella II.

In light of the fact that this letter application is being submitted simultaneously and in conjunction with the Marbella II Tax Abatement application for the sole purpose of conforming the Project description of the Marbella I Project to the Marbella II Project, I ask that if any fee is required for this amendment that it be waived.

If you have any questions, please feel free to contact this office.

Very truly yours,



JAMES C. McCANN, ESQ.  
On Behalf of the Firm

JCM/mg

Encs.

cc: Marbella Tower Urban Renewal Associates, L.L.C.  
Attn.: Ivan Baron, Esq. (w/enc. Via e-mail)  
Mayor Jerramiah Healy, Attn.: Rosemary McFadden, Chief of Staff (w/o encs.)  
Carl Czaplicki, Director of Housing & Economic Development (w/o encs.)

July 23, 2012

Job No. 614-24

**Deed Description**  
**Proposed Block 11603, Lot 45.02**  
situated in the  
**City of Jersey City**  
**Hudson County, New Jersey**



**Jersey City**

**Corporate Office**

371 Warren Street, 3<sup>rd</sup> Floor  
P.O. Box 38  
Jersey City, NJ 07303-0038  
PHONE: 201-217-9200  
FAX: 201-217-9607

**Asbury Park Office**

603 Mattison Avenue  
Asbury Park, NJ 07712  
PHONE: 732-988-7020  
FAX: 732-988-7032

**Pennsauken Office**

**Perks Ruetter Division**

Fairway Corporate Center  
4300 Haddonfield Road, Suite 115  
Pennsauken, NJ 08109  
PHONE: 856-488-6200  
FAX: 856-488-4302

**Wayne Office**

**Hanson Engineering Division**

7 Doig Road, Suite 1  
Wayne, NJ 07470  
PHONE: 973-696-2600  
FAX: 973-696-1362

[www.dresdnerrobin.com](http://www.dresdnerrobin.com)

Beginning at a point in the westerly sideline of Washington Boulevard, 107 feet wide, a public right of way, said point being distant the following two courses along the same from its intersection with the northerly sideline of Second Street, 60 feet wide, a public right of way:

- A. Northerly, along a curve to the left having a radius 2146.48 feet, an arc length of 63.68 feet to a point of tangency subtending an interior angle of 1 degree 42 minutes 00 seconds and having a chord bearing of North 6 degrees 36 minutes 24 seconds East, chord length of 63.68 feet; thence
- B. North 5 degrees 45 minutes 24 seconds East, 49.72 feet to the point of BEGINNING and running; thence
1. Leaving the westerly sideline of Washington Boulevard, North 83 degrees 35 minutes 00 seconds West, 185.10 feet through existing Block 11603, Lot 45 crossing the easterly sideline of the 50 foot wide Hudson-Bergen Light Rail Transit System Operating Easement, to a point in the easterly line of Block 11603, Lot 47 as shown on the current Tax Assessment Map of the City of Jersey City; thence
2. Northerly along said easterly line of Block 11603, Lot 47, along a curve to the left having a radius 400.00 feet, an arc length of 215.65 feet to a point of tangency subtending an interior angle of 30 degree 53 minutes 20 seconds and having a chord bearing of North 08 degrees 38 minutes 25 seconds West, a chord length of 213.04 feet; thence
3. Still along said easterly line of Block 11603, Lot 47, North 06 degrees 48 minutes 23 seconds East, 57.40 feet to a point where it is intersected by the southerly sideline of Fourth Street, 46 feet wide, a public thoroughfare, known as Block 11603, Lot 46 as shown on the current Tax Assessment Map of the City of Jersey City; thence
4. Along said southerly sideline of Fourth Street, South 85 degrees 13 minutes 58 seconds East, 240.14 feet to a point where it is intersected by the westerly sideline of the aforementioned westerly sideline of Washington Boulevard; thence

CERTIFIED TO L

5. Along said westerly sideline of Washington Boulevard, South 06 degrees 48 minutes 23 seconds West, 118.66 feet to a point of curvature; thence
6. Southerly along said westerly sideline of Washington Boulevard, along a curve to the right having a radius 5503.50 feet, an arc length of 100.83 feet to a point of tangency subtending an interior angle of 01 degree 02 minutes 59 seconds and having a chord bearing of South 06 degrees 16 minutes 53 seconds West, a chord length of 100.83 feet; thence
7. Still along said westerly sideline of Washington Boulevard, South 05 degrees 45 minutes 24 seconds West, 50.55 feet to the point or place of BEGINNING.

Containing 60,300 square feet or 1.384 acres.

Subject to all easement, rights of way and agreements of record.

This description was prepared in accordance with a map entitled "Minor Subdivision, Marbella Tower Associates, Existing Lot 44 and Lot 45, Proposed Lot 45 and Lot 45.01, City of Jersey City, Hudson County, New Jersey" prepared by Dresdner Robin, Hanson Engineering Division, dated 12-23-11 and revised to 7-23-12, Job No. 614-24.



---

Greg S. Gloor  
Professional Land Surveyor  
New Jersey License No. 37189

Re: 425 Washington Boulevard  
Approximately 1.7 Acres within  
Block 11603, Lot 45.02 (formerly part of  
Block 15, Lot 28)  
Harsimus Station Redevelopment Plan  
formerly know as Exchange Place Redevelopment  
Plan

## AMENDMENT TO FINANCIAL AGREEMENT

**THIS AMENDMENT TO FINANCIAL AGREEMENT**, [Amendment] is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between MARBELLA TOWER URBAN RENEWAL ASSOCIATES, L.L.C, an urban renewal Entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Roseland Property Company, 233 Canoe Brook Road, Short hills, NJ 07078, [Entity], and the City of Jersey City, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

### RECITALS

#### WITNESSETH:

WHEREAS, the Entity and the City entered into a certain financial agreement dated as of January 31, 2001 ("Financial Agreement") whereby the City granted the Entity a tax exemption for certain property then designated as Block 15, Lot 28 and more commonly known by street address of 425 Washington Boulevard, Jersey City, New Jersey ("Financial Agreement"); and

WHEREAS, the Entity and the City now seek to enter into an amendment to the Financial Agreement; and

WHEREAS, all capitalized terms used in this Amendment are used as defined in the Financial Agreement; and

NOW THEREFORE, in consideration of the foregoing and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Entity and the City agrees as follows:

1. The metes and bounds description set forth as Exhibit 1 to the Financial Agreement is hereby deleted in its entirety and replaced with the new metes and bounds description attached hereto as Amended Exhibit 1.

3. Any and all references throughout the Financial Agreement to 423 parking spaces is hereby deleted and replaced with 260 parking spaces:

4. The Financial Agreement is supplemented with the following provision:

A portion of the Project is now located on Lot 45.01 in Block 11603 pursuant to a perpetual reciprocal easement between the Entity and Marbella Tower South Urban Renewal Associates, L.L.C. Pursuant to such easement 160 of the parking spaces located in the garage of the Project are now being used by Marbella Tower South Urban Renewal Associates, L.L.C. and are hereby deemed to be a part of the Marbella II project.

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

**ATTEST**

**MARBELLA TOWER URBAN  
RENEWAL ASSOCIATES, L.L.C.  
By: Roseland/Jersey City II L.L.C.  
Its Managing Member**

\_\_\_\_\_  
**Marshall B. Tycher, Manager**

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE  
CITY CLERK**

\_\_\_\_\_  
**JACK KELLY  
BUSINESS ADMINISTRATOR**

City Clerk File No. Ord. 13-018

Agenda No. 3.6 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-018

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING  
THE CLAREMONT REDEVELOPMENT PLAN TO CLARIFY USES  
AND FEES**

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

**WHEREAS**, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Claremont Redevelopment Plan Area on December 4, 1984, and amended it several times since; and

**WHEREAS**, the existing Plan has language which does not reflect the recently adopted Land Development Ordinance glossary.

**WHEREAS**, this amendment clarifies the inconsistencies without changing the permitted uses.

**WHEREAS**, this amendment also increases the fee for amendments to current City standards of \$1,000.

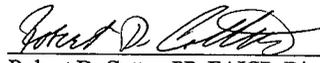
**WHEREAS**, pursuant to NJSA 40A:12A-1 et seq., the Planning Board has reviewed these proposed amendments and recommended their adoption by the Municipal Council at their meeting of December 18, 2012; and

**WHEREAS**, said amendments are attached 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 attached amendment to the Morris Canal and Claremont Redevelopment Plans be, and hereby is, adopted.

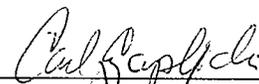
**BE IT FURTHER ORDAINED THAT:**

- 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 directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, PP, FAICP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

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

APPROVED: 

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

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE CLAREMONT REDEVELOPMENT PLAN TO CLARIFY USES  
AND FEES**

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

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

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

This amendment clarifies the permitted apartment building uses pursuant to recently adopted definitions. This is for clarification only; no changes to the permitted uses are proposed.

Additionally, amendment fees are revised to reflect our current minimum of \$1,000.

**4. Reasons for the Proposed Project:**

To bring the existing Redevelopment Plan into conformity with recently the adopted glossary.

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

This amendment will clarify existing uses and bring fees up to the existing minimum amount of \$1,000.

**6. Cost of Proposed Program, Project, etc.:** \$0.00, all work was done in house

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

**8. Anticipated Completion Date:** N/A

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

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

**10. Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director

January 22, 2013  
Date

Carl Czaplicki  
Department Director Signature

1/22/13  
Date

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE CLAREMONT REDEVELOPMENT PLAN TO CLARIFY USES AND FEES**

This amendment clarifies the permitted apartment building uses pursuant to recently adopted definitions. This is for clarification only; no changes to the permitted uses are proposed.

Additionally, amendment fees are revised to reflect our current minimum of \$1,000.



# **CLAREMONT REDEVELOPMENT PLAN**

**ADOPTED BY THE PLANNING BOARD**

**DECEMBER 4, 1984**

**AMENDED BY THE CITY COUNCIL**

**DECEMBER 27, 1984**

**AMENDED BY THE PLANNING BOARD**

**AUGUST 4, 1987**

**AMENDED BY THE CITY COUNCIL**

**FEBRUARY 11, 1988**

**AMENDED BY THE CITY COUNCIL**

**OCTOBER, 1989**

**AMENDED BY THE CITY COUNCIL**

**OCTOBER 12, 2005**

**AMENDED BY THE CITY COUNCIL**

**JANUARY 28, 2009 - ORD: 09-006**

**AMENDED BY THE CITY COUNCIL**

**SEPTEMBER 13, 2012 - ORD: 12-112**

***PROPOSED AMENDMENTS - 11/29/12***



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- ACQUISITION MAPS
- CIRCULATION MAPS

## **INTRODUCTION**

The Claremont Redevelopment Plan will regulate development within the Claremont Study Area. The site of approximately 68 acres is parallel to the western right of way of the New Jersey Turnpike between Chapel and Caven Point Avenues. The majority of the site is vacant land with the only activity resulting from an active rail line which bisects the site. The New Jersey Turnpike serves as a natural boundary separating the Study Area from the developments along the Jersey City waterfront. Additionally, the site is surrounded by a mix of nonresidential uses. This isolation and the availability of easy access to the Turnpike makes this a ideal site for industrial and office development. The Claremont Redevelopment Plan will assure proper development which will promote the public health, safety and welfare.

### **I. BOUNDARY DESCRIPTION**

The following City tax lots comprise the Claremont Redevelopment Area:

Block 24302 – Lots 1 (entire block)

Block 27401 – Lots 2, 2.01, 2.02, 3, 4, 5, 6, 7, 8, 9, 10 (part)

Block 24301 – 3 (part), 5 (part), 6 (part), 7 (part), 8, 9 10 (part)

Block 24303 – Lots 1 (part), 3, 4 (part), 6 (part), 17 (part), 18, 19

### **II. REDEVELOPMENT OBJECTIVES**

Redevelopment activities of the Claremont Study Area will be undertaken in conformity with and will be designed to meet the following goals and objectives.

- A. To redevelop the Claremont Study Area through the elimination of blighting influences and by providing opportunity for new development.
- B. To provide for coordination of redevelopment activities to promote a uniform attack on blight and reinforce already existing renewal and improvement programs in adjacent areas.
- C. To provide additional revenue to the City through the assembly and private development of lands which are currently contributing limited revenue to the City.

- D. To encourage the proper reuse of abandoned rail rights of way which may otherwise remain unused.
- E. To provide land needed to accommodate the growing desire for industrial space in Jersey City.
- F. To create skilled and semiskilled jobs which are accessible to areas of the City experiencing above average levels of unemployment.
- G. To provide a vehicular circulation system that will allow for efficient movement for vehicles to and from, as well as within the site.
- H. To provide where necessary site improvements including new streets, sidewalks, off-street parking, open space, and landscaped areas.
- I. To encourage and improve public transportation access to the area.
- J. To provide opportunities for the construction of new housing in the vicinity of the Richard Street light rail station consistent with the principals of "Transit Village" development.
- K. To promote balanced development in accordance with the Fair Housing Act, NJSA 52:25D, and the Housing Element and Fair Share Plan of the Jersey City Master Plan.

### **III. DESIGN OBJECTIVES**

- A. All buildings in the Redevelopment Area must be located with proper consideration of their relationship to other buildings in terms of light, air, usable open space, access to public and private rights of way, off street parking, height and bulk.
- B. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials.
- C. Buildings shall be designed to be attractive from all vantage points.
- D. Groups of buildings shall be designed and located to provide for proper circulation and loading systems.
- E. All structures shall provide aesthetic consideration of their visibility from the adjacent New Jersey Turnpike.
- F. All rooftop mechanical systems shall be adequately screened.

- G. Access by the elderly, physically handicapped and/or disabled shall be required pursuant to the requirements in the Uniform Construction Code. Design standards shall meet, at a minimum, barrier free design regulations as specified in the Uniform Construction Code. Handicapped parking requirements shall meet, at a minimum, regulations as specified in the Municipal Code.

**IV. GENERAL DESIGN REQUIREMENTS** *(Additional requirements can be found in the Land Use Sections of this Plan)*

A. Submission of Redevelopment Proposals

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

B. Adverse Influences

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

C. Off-Street Parking and Loading Objectives

1. Off-street parking and loading areas shall be coordinated with the public street system serving the project area in order to avoid conflicts with through traffic or obstruction to pedestrian walks and thoroughfares;
2. Poured in place concrete curbing or a substitute deemed acceptable by the Planning Board must surround all parking facilities and wherever the Planning Board deems necessary to prevent vehicles from encroaching on landscaped areas;
3. All parking and loading abutting streets or building lots shall be landscaped about their periphery with berms, shrubs, trees and/or ground cover. Such landscaped area shall be a minimum of five (5) feet wide; interior loading bays shall be enclosed with opaque overhead doors.
4. All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded, paved, adequately drained and all access points shall be defined and limited in accordance with the Zoning Ordinance of the city of Jersey City; in residential developments,

required parking and loading may be provided on-street within the confines of the project area.

5. All required parking spaces shall be a minimum of eight and one-half (8.5) feet wide by eighteen (18) feet deep. All aisles shall be a minimum of twenty two (22) feet wide. On-street parallel curb-side parking spaces shall be a minimum of twenty two (22) feet long and eight (8) feet wide;
6. Each loading space shall have a minimum width of twelve (12) feet, a minimum depth of forty (40) feet and a minimum overhead clearance of fourteen (14) feet;
7. All parking and loading areas shall be adequately illuminated.

D. Landscape Design Objectives

1. All open space including yards shall be landscaped with lawns, trees, shrubbery, and other appropriate plant materials unless said open space is specifically designated for other activities which require paving or other treatment. Screen planting shall be a minimum of four (4) feet in height. Materials shall be planted, balled and burlapped and of specimen quality as established by the American Association of Nurserymen. At initial planting the materials shall provide a screen from the top of the plant to within six inches of grade. All other plant materials shall be dense and of specimen quality as determined above. All deciduous trees shall have a minimum of two and one half (2.5) inches caliper. All plants, trees and shrubs shall be installed in accordance with a planting schedule provided by the City Planning Division. Adequate soil preparation must be made to assure survival of the planted materials;
2. All lawn areas must be sodded and provided with an underground sprinkler system to assure adequate maintenance of such areas;
3. All landscaped areas and open space must be properly maintained and are subject to the regulations of the Performance Standards Section of the Jersey City Zoning Ordinance;
4. All fencing must be "tubular steel" or a substitute quality as approved by the Jersey City Planning Board;
5. All fences within industrial areas shall be a minimum of six (6) feet tall; all fencing along street frontages in residential areas shall not exceed forty-two (42) inches in order to maintain a pedestrian scale; taller fencing shall be permitted for screening or security purposes. The use of razor wire, barbed wire or other similar material is expressly prohibited within the Redevelopment Area.

6. All site plans must indicate method and location of trash disposal. All such areas must be adequately screened and are subject to Planning Board approval.
7. Identify historic resources within the zone including the Morris Canal and the concrete railroad piers. Preserve where possible and incorporate informational signage. Maintain the Morris Canal corridor as green space.
8. Developer will upgrade sewerage and infrastructure to residential standards to the outflow.
9. Redevelopment shall provide adequate water, sewer and other necessary utilities to the site, to the satisfaction of the Municipal Engineer. All costs for infrastructure are the responsibility of the redeveloper.

E. Circulation Objectives

1. Sidewalk shall be provided adjacent to all streets. However, if there is no development along a side of the street, the sidewalk requirement for that side may be waived;
2. At the Planning Board's discretion final roadway, sidewalk and/or other site improvement construction may be delayed until individual development occurs rather than be in place during initial site preparation to minimize damage from construction vehicles. However, under no circumstance will final site plan approval be granted without the roadway, sidewalk and/or other site improvements in place unless a performance guarantee is provided by the developer.

V. INTERIM USES

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 uses will not have an adverse effect upon existing or contemplated development during the interim use period. This shall include such signage necessary for project identification. All interim uses will be subject to site plan review by the Jersey City Planning Board. Approvals shall be granted for no more than three (3) years, although such grants may be extended from time to time, consistent with other portions of this section.

## **VI. GENERAL REQUIREMENTS**

- A. The regulations and controls in this Section will be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.
- B. The developer shall begin and complete the development of the land and the construction of improvements agreed upon in the disposition contract within a reasonable amount of time as determined in the said disposition contract between the Jersey City Redevelopment Agency and the designated developer.
- C. No covenant, lease, conveyance, or other instrument shall be affected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any of his successors or assignees, whereby land within the project area is restricted by the Jersey City Redevelopment Agency, or the redeveloper upon the basis of race, creed, color, gender, 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.
- D. No building shall be constructed over an easement in the project area without prior written approval of the Jersey City Division of Engineering.
- E. The Jersey City Redevelopment Agency and the Jersey City Planning Board shall specifically reserve the right to review and approve the redeveloper's plans and specifications with respect to their conformance to the Redevelopment Plan. Such review shall be on the basis of a site plan and building designs submitted to both the Redevelopment Agency and the Planning Board.

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

- F. Prior to commencement of construction, architectural drawings and site plans with detailed specifications for the construction and/or rehabilitation of improvements to the area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment requirements and objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases. Final Site Plan approval for any phase shall entitle an applicant to building permits.

As part of any Final Site Plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

- G. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with the requirements of this Plan and the Land Subdivision Ordinance of the City of Jersey City.
- H. 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 forty (40) years from the date of approval of this plan by the Jersey City Council.
- I. All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground where feasible.
- J. Security Stations/Guard Houses may be located throughout the Redevelopment Area subject to Planning Board approval.
- K. No outside dog kennels may be constructed on site.
- L. The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely effecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property.

The Planning Board may also grant a deviation from the regulations contained within this Redevelopment Plan 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.

The Planning Board may grant exceptions or waivers from design standards, from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal

enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan.

No deviations may be granted which will result in permitting or expanding a use that is not a permitted use within this Redevelopment Plan, an increase in the maximum height of greater than ten (10%) percent, or an increase in the permitted density floor area ratio of that permitted within this 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 NJSA 40:55D-12.a & b.

- M. If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

## **VII. LAND USE PLAN – INDUSTRIAL DISTRICT**

### **A. Permitted Principal Uses –**

1. Offices;
2. Light Industry or Manufacturing: Fabrication and/or Assembly and/or Processing where the only activity involved is one of the fabricating or the assembling of standardized parts as contrasted to a processing activity which would involve a physical or chemical process which would change the nature or character of the product or raw material;
3. Scientific or Research Laboratories devoted to research, design or experimentation, and processing and fabricating incidental thereto, provided that no materials or finished products shall be manufactured, processed or fabricated on said premises for sale, except such as are incidental to said laboratory activities or are otherwise permitted in this District;
4. Warehousing provided such activity and inventory is conducted entirely within an enclosed structure;
5. Public and Semi Public Uses.

B. Accessory Uses –

1. Off-street parking
2. Fences and walls
3. Loading areas
4. Security stations
5. Storage and wholesaling – not open to the public – of goods and services
6. Utilities

C. Coverage –

The maximum amount of land covered by buildings shall not exceed seventy percent (70%).

D. Parking –

1. One (1) space per four hundred (400) square feet for offices;
2. One (1) space per five thousand (5000) square feet for warehouses;
3. One (1) space per one thousand (1000) square feet for manufacturing and laboratories. However, a developer may present a parking needs analysis prepared by a Professional Engineer or Planner in lieu of strict adherence to the above requirements. Upon presentation of such analysis the Planning Board may reduce the requirement for a particular development.

E. Building Height –

Maximum building height permitted shall be sixty (60) feet except on the south side of Caven Point Road east of Commercial Street to the north side of the Turnpike right-of-way where the maximum building height permitted shall be seventy (70) feet as measured from the finished floor to the average roof pitch (not including rooftop mechanicals or mechanical sheds).

F. Yards –

Principal structure may be located up to any street line.

G. Landscaping –

A minimum of fifteen percent (15%) of any lot area shall be landscaped. This amount may be reduced on site provided the applicant can demonstrate that land constraints such as, but not limited to, topography, environmental hazards and/or lot configuration exist and provided that an equivalent amount

of offsite landscaping be provided by the applicant at the discretion of the Planning Board.

H. Signs –

Each building shall be permitted no more than two (2) signs; a primary and a secondary sign. The primary sign shall not exceed 100 square feet or 10 percent of the area of the front of the building, whichever is less. Signs shall be encouraged to be attached to the building, and in no case shall a sign be located in a required setback area. The sign may be internally or externally illuminated but no glare from external project identification sign may be located at each entrance of an industrial park providing that such does not exceed sixty (60) square feet in area.

I. Loading –

1. Manufacturing, Warehouses and Laboratories:

<u>Gross Floor Area</u>	<u>Number of Off street Loading Spaces</u>
Less than 10,000 square feet	1 Space
Each additional 20,000 square feet Feet up to 100,000 square feet	1 Space
Each additional 40,000 square feet	1 Space;

2. Offices:

<u>Gross Floor Area</u>	<u>Number of Off street Loading Spaces</u>
Less than 25,000 square feet	0 Space
25,000 to 100,000 square feet	1 Space
Each additional 100,000 square feet	1 Space;

Adequate provisions shall be made for the maneuvering of all vehicles.

**VIII. LAND USE PLAN – RESIDENTIAL DISTRICT**

A. Permitted Principal Uses -

1. Townhouse Residential
2. ~~High-rise Residential~~ *Apartment Building*

- B. Accessory Uses – *within the residential district, an accessory building, structure, or use may be on a separate lot within the residential district.*
1. On-street parking, and off-street parking in parking structures
  2. Fences and walls
  3. Convenience commercial uses
  4. Clubhouses and Child care facilities
  5. Parks, playgrounds, recreation facilities and open space
  6. Surface parking areas as accessory to items 3, 4 & 5 above; and limited to no more than 20 parking spaces.
  7. Guard houses and gate structures are prohibited at the entrances to any residential development.
- C. Required Parking –
1. Residential – 1.0 parking spaces per unit.
  2. Other Uses - None
- D. Maximum Height -
1. Townhouse Residential – 4 Stories
  2. ~~High-rise~~ Residential *Apartment Building* – Up to four (4) ~~high-rise~~ *apartment* buildings may be constructed south of Richard Street, as extended, *with a minimum of 6 stories and* up to a height of 14 Stories, but not to exceed 150 feet to the top of the roof. All other ~~high-rise~~ buildings, whether constructed south or north of Richard Street, shall not exceed 10 Stories, and not more than 110 feet to the top of the roof. Parapets and other roof-top appurtenances may exceed this height within the limitations imposed by the Jersey City Land Development Ordinance.
  3. Accessory Buildings (other than parking structures) – 2 Stories
  4. Parking Structures – 4 levels above grade.
- E. Maximum Density – 50 dwelling units per acre based on the gross area of the entire development parcel.
- F. Setbacks – It is the intent of this plan to create development parcels or blocks, such that nearly the entire development block is to be covered with a building consisting of an interior parking structure, townhouse type or other residential units ringing the parking structure and facing onto the streets, and a, *apartment* ~~high-rise~~ structure above the parking base. Therefore, the use of the terms side setback or rear setback will not be applicable. The front setback shall be measured from the street right of way line or interior edge of the sidewalk to the front of the building. The minimum setback from this line shall be five (5) feet, and in no case closer than fifteen (15) feet from the curb line. However, the distance to the

front of a townhouse unit should be greater than the distance to the wall of an **apartment high-rise** structure in order to accommodate the stoop of the townhouse and a small front garden area. Where more than one **apartment high-rise** structure occupies any development block, there shall be at least 100 feet between the **apartment high-rise** structures.

G. Buffer and Screening Requirements -

1. A continuous buffer strip shall be provided along the eastern edge of any residential development parcel to screen the proposed residential development from railroad and industrial uses to the east. The buffer strip shall be at least twenty (20) feet wide and shall be densely planted with a combination of evergreen and deciduous plant materials in order to provide a visual screen.
2. A continuous buffer strip shall be provided along the western edge of any residential development parcel to screen the proposed residential development from the light rail right-of way and other uses to the west. The buffer strip shall be at least fifteen (15) feet wide and shall be densely planted with a combination of evergreen and deciduous plant materials in order to provide a visual screen.

H. Building Design Requirements --

1. Parking garage façade treatment --
  - a. All parking levels shall be screened so as not to give the apparent perception of garage space. Facades shall be screened by an intervening use (i.e. residential, office, retail, restaurant, building lobby, etc.) between the parking use and the street or walkway frontage to mask the parking within the building.
  - b. Parking levels which are at least 50% below grade may directly adjoin a street frontage. However, the façade of these levels shall be designed to imitate the traditional basement level of a residential building. The material used on the base facade of the parking levels of a building shall be the same as, or compatible with, that used on the rest of the building. Artificial windows of the punched out style utilizing glass or decorative grillwork or a combination of same shall be utilized
  - c. Interior garage lighting shall utilize fixtures that will not readily expose the lighting source from view, thereby maintaining a soft illumination of the interior garage space. Individual fixture sources shall not be visible from the exterior. An internal lighting

plan prepared by a lighting professional shall be included with any garage application for review and approval.

2. All residential buildings shall front upon a public street or walkway, and shall be so oriented as to contribute to the overall liveliness of the pedestrian environment. The pedestrian level of all buildings should be designed to a scale appropriate to walking.
3. Front yard parking is prohibited in residentially zoned portions of the Redevelopment Area.
4. The windows and glazing of a building are a major element of style that gives character to the building. Windows and glazing on ground floor retail uses should be broad and expansive providing views into the store and display areas.
5. Windows in residential portions of a building should be arranged such that the vertical dimension, or height, is greater than the horizontal dimension, or width. However, bay windows, bow windows and other similar architectural features may also be incorporated into the façade to provide interest and character.
6. All corner buildings shall have windows on both street frontages. The window sill of any residential window shall not be less than five (5) feet above the elevation of the adjoining sidewalk, unless the building is setback at least 10 feet from the sidewalk or other adequate visual screening methods are employed.
7. Facade treatments, materials, colors and architectural treatments shall be compatible with the buildings architectural style. Artificial stone and artificial brick veneer (“Permastone” & “Brickface”), EIFS, asbestos and asphalt shingles are not permitted.
8. All townhouse style structures shall have a raised stoop or porch at the front building entrance.
9. Groups of related buildings shall be designed to present a harmonious appearance in terms of architectural style and exterior materials. Buildings shall be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Area. Materials used for screening of rooftop mechanical equipment shall be harmonious with those used in the building's facade.
10. In all cases, due consideration shall be given to the screening of rooftop mechanical equipment, satellite dishes, and television and

radio antennas. Where feasible, rooftop mechanical equipment shall be screened from view from all directions and elevations to minimize the negative aesthetic impact upon the view from neighboring residential zones and from street level. Said screening shall be constructed in a manner that is pleasing to the eye and consistent with the surrounding architecture and the architecture of the building.

11. ~~High-rise~~ *Apartment* buildings shall be designed to have a significant top or cap. The architectural treatment utilized to create the building top shall include various stepback treatments at the upper levels to create open terraces, the utilization of penthouse structures, and/or architectural treatments to conceal rooftop equipment.
12. View corridors along existing street rights-of-way east of Garfield Avenue shall be preserved. No building shall be located so as to obstruct the view within the corridor created by the extension of said street right-of-way lines to and through the Residential District.
13. All trash receptacles shall be located within buildings or parking areas, and shall be adequately screened, enclosed and secured.

I. Landscape, Streetscape, Lighting and Open Space Requirements -

1. A unified streetscape plan shall be prepared as part of any site plan application. The plan shall identify sidewalk materials, colors and other features. The plan shall also include any other decorative features to be employed including: landscaping, tree guards and/or grates, benches, trash receptacles, lighting and other decorative street furniture.
2. All utility distribution lines and utility service connections from such lines to the project area's individual uses shall be located underground. Remote readers for all utilities, in lieu of external location of the actual metering devices are preferred. Developers are required to arrange for connections to public and private utilities.
3. All new projects must include a landscape plan for the subject site, including the sidewalk area adjoining the site. Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, sidewalk area or other similar purposes. All proposed site plans shall include plans for landscaping indicating the location, size and quantity of the various species to be used.
4. Parking lots for five (5) or more vehicles shall provide planting areas along any street line and along all property lines except in those instances where a building intervenes or where the proposed planting

may interfere with sight triangles. The landscaping in said planting areas shall consist of evergreen material, flowering trees and shrubs and shade trees that are planted on a center that is consistent with the mature spread of the species planted in order to provide screening and buffer areas for the parking. Where possible, such planting areas shall collect adjacent storm water runoff.

5. Within surface parking areas, a minimum of one tree shall be planted for every 8 parking spaces. These trees should be interspersed throughout the parking area, but may be located in the planting areas around the perimeter of the parking area if space limitations dictate.
6. Landscaping shall be maintained with shrubs not higher than three (3) feet, except where a taller buffer or visual screen is required, and with the branches of shade trees no lower than ten (10) feet. The landscaping shall be designed such that it is dispersed around the parking area in an aesthetically pleasing manner.
7. Trees shall be planted along curb lines of streets at a maximum of 35 feet on center to further enhance the aesthetic quality of the pedestrian environment in the Area; except where the curb line or sidewalk area adjoin a buffer area.
8. All plant material used must be able to withstand the urban environment and shall be planted consistent with standards as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer as part of the Site Plan Application. Any landscaping that dies within one (1) year of planting shall be replaced. Wherever practical, irrigation should be with collected and reused storm water.
9. Street lighting fixtures shall be located at the outer edge of all sidewalks and have a comprehensive decorative design theme. The lighting fixtures shall be of pedestrian scale. Taller "Cobra Head" lighting fixtures oriented toward the carriage way may be utilized as part of the lighting plan, but not to the exclusion of the pedestrian scale lighting, provided that they are the same color as the decorative lighting and the pole for the "Cobra Head" lighting is of the same design and color as the pedestrian scale lighting. Along the residential side streets, street lighting fixture shall be located at the outer edge of all sidewalks. Decorative pedestrian scale lighting is preferred and encouraged.
10. Lighting within each site and along all street rights-of-way shall be sufficient to illuminate all areas and provide for a safe, evenly illuminated environment.

11. On-site lighting fixtures shall be in scale with the size of the project. Bollard type lighting and/or pedestrian scale lighting is encouraged.
12. Sidewalk areas shall be durably paved in conformance with Municipal standards. Porous paving materials are encouraged where appropriate, including the street tree planting strip along the curb line.
13. Sidewalks areas shall be continuous across any driveway, including any decorative paving elements. Access to any driveway, garage, parking alley or common parking area shall be via a "dropped" curb and sloped apron. Said access shall not be provided by the use of radius curbing and an extension of the street pavement. Driveway widths and curb cuts shall be limited to the minimum width and number necessary. Shared curb cuts and driveways are encouraged.
14. Only decorative style fences, such as tubular steel, "wrought iron", or other similar type fences, are permitted along street frontages. The design of the fencing shall be in keeping with and appropriate to the architectural style of the building. Fencing along all street frontages shall not exceed forty-two (42) inches in height.
15. Chain link fencing shall be prohibited along all street frontages within the Area, except during construction. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.
16. A pedestrian plaza shall be created near the Richard Street light rail station. This pedestrian plaza shall also incorporate a drop off area where vehicles can drop off passengers headed to the light rail station. Additional open space shall be developed within the Redevelopment Area to compliment the club house, and shall be open to all residents of the project area. This open space may include active and/or passive recreation areas associated with the clubhouse, and may also include areas maintained as wetlands, detention/retention areas and/or other vegetated areas. In the alternative, the developer may make recreation and open space improvements to Bayside Park which would be of equal value to the above improvements.

J. Circulation Plan and Requirements –

1. At present (i.e. 2004), the Residential District is bisected by a railroad line which runs across the district in a generally east-west direction. Therefore:

- a. No development shall be permitted north of the railroad line, unless a vehicular bridge is constructed over this railroad line; or until this railroad line is abandoned and removed and a roadway is constructed to the northern portion of the site. In the alternative, a roadway constructed at grade across this railroad line at grade shall suffice to meet the above requirement if a secondary means of vehicular access is also created linking the northern part of the site to another public street outside the boundary of the project area. Any such bridge or roadway must be constructed in conformance with all applicable rules and regulations, and approved by the Planning Board, the City of Jersey City, and all other agencies having jurisdiction.
  - b. No certificate of occupancy or temporary certificate of occupancy shall be issued for any structure within the Residential District until at least an at grade pedestrian walkway across the railroad line and the light rail line has been constructed and deemed complete to the satisfaction of the Planning Board in order to provide pedestrian access to the Richard Street light rail station. If and when the roadway or bridge described in paragraph "a" above is constructed, then the sidewalk portions of said roadway or bridge shall be considered to be part of the pedestrian walkway to the light rail station.
2. All streets within the residential land use district shall be two way streets.
  3. All travel lanes shall be a minimum of 10 feet wide. All parking lanes shall be a minimum of 8 feet wide.
  4. All east-west streets shall have parking on both sides. All north-south streets shall have parking on at least one side and may have parking on both sides.
  5. All sidewalks located on the same side of the street as a building shall be a minimum of 10 feet wide measured from the outside of the curb surface to the interior edge of the sidewalk. Sidewalks are not required on the opposite side of the street from a building except where on-street parking is provided, in which case a sidewalk of 5 feet in width shall be provided.

**IX. OTHER PROVISION NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS**

- A. The "Redevelopment Agencies law" NJSA 40:55C-1, et seq., specifically 40:55C-32 requires that a redevelopment plan shall:

- The industrial land use elements of this plan conform to the general plan for the municipality as a whole. The residential component of this plan was not envisioned at the time of the preparation of the last Master Plan in the year 2000. However, since that time, the Richard Street light rail station has been opened making portions of the Claremont Redevelopment Area better suited for residential development. In addition, the portions of the Redevelopment Area designated for residential uses are adjacent to other residentially zoned portions of Jersey City to the west.
  - Shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, conservation or rehabilitation as may be proposed to be carried out in the area of the project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.
- B. In accordance with State requirements, the following statements are made:
- The proposals of this plan conform with the general plan for the municipality; and
  - This plan provides an outline for the development or redevelopment of the Claremont Redevelopment Area and is sufficiently complete to indicate such land acquisition, demolition, and removal of structures, redevelopment, improvements as proposed, planning changes, land uses, maximum densities, building requirements, and its relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, community facilities, and other public improvements.
  - Provisions for the temporary and permanent relocation of persons in the Redevelopment Area are not applicable as the Area does not contain residential structures.
  - The City of Jersey City, through the services of the Jersey City Redevelopment Agency relocation staff, will provide displaced entities with the relocation assistance necessitated by State Law. This office will be staffed by qualified personnel who will actively assist displaced businesses in finding adequate accommodations.

**X. PROCEDURE FOR AMENDING THE PLAN**

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of five hundred dollars (\$500 ~~1,000~~) plus all

costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 40:55C-1 et seq., said developer shall be responsible for any and all such costs. If there is no developer the appropriate agency shall be responsible for any and all such costs.

## DEFINITIONS

ACCESSORY BUILDING, STRUCTURE OR USE: A building, structure or use which is customarily associated with and is subordinated and incidental to the principal building, structure or use and which is located on the same lot therewith. Within the Residential District, an accessory building, structure or use may be on a separate lot within the Residential District. An accessory building attached to the principal building shall comply in all respects with the requirements applicable to the principal building.

BUILDING: Any structure, part of a structure, extension thereof, or addition thereto having a roof supported by columns, posts, piers, or walls and intended for the shelter, business, housing or enclosing of persons, animals, or property.

BUILDING COVERAGE: The area of a lot, that is covered with buildings. Building coverage expressed as a percentage shall mean the percentage of a lot or assemblage of lots occupied by one or more buildings. Maximum building coverage expressed as a percentage of the lot or assemblage of lots means that the lot or assemblage of lots may have that much building coverage provided the site design contains all other requirements of this Redevelopment Plan such as, but not limited to, parking, loading, buffers and circulation. If these other requirements of the ordinance are not met, the building coverage shall be reduced until all provisions of the Redevelopment Plan are satisfied.

BUILDING HEIGHT: The vertical distance measured to the highest point of the roof and measured from the mean elevation of the finished grade five (5) feet away from the foundation along the side(s) of the building facing a street, or the street line, whichever is closer to the foundation. On a corner lot, the height shall be measured from the average of the mean elevation along both street calculated as outlined above.

CONSTRUCTION: The act of: A) adding an addition to an existing building or structure; B) the erection of a new principal or accessory building or structure on a lot or property; C) alterations.

DENSITY: A number expressing dwelling units(s) per gross acre.

DISTRICT: Three distinct zones within the Redevelopment Plan governed by standards and regulations contained within the Plan.

DWELLING: A building which is designed or used exclusively as the living quarters for one or more housekeeping units.

DWELLING UNIT: A room or series of connected rooms containing living, cooking, sleeping and sanitary facilities for one housekeeping unit. The dwelling unit shall be self contained and shall not require the use of outside stairs, passing through another dwelling unit, or another indirect unit to get to any portion of the dwelling unit, nor shall one dwelling unit require shared facilities with another dwelling unit.

~~FLOOR AREA RATIO: The ratio of gross floor area to the lot.~~

~~GARAGE, PARKING: Buildings used exclusively for the parking or storing of motor vehicles and in which services limited to washing, polishing and other cleaning services may be provided.~~

~~GRADE:~~

- ~~1. For building adjoining\* one street only, elevation of the established curb at the center of the wall adjoining\* the street.~~
- ~~2. For building adjoining\* more than one street, the average of the elevations of the established curbs at the center of walls adjoining\* the streets.~~
- ~~3. For buildings having no wall adjoining\* the street, the average level of the ground adjacent to the exterior walls of the buildings.~~

~~\*(All walls approximately parallel to and not more than 15 feet from the street line are to be considered as adjoining a street.)~~

~~GROSS FLOOR AREA: Gross floor area in residences shall be measured by using the outside dimension of the building, excluding the area of a garage, attic, open porch or patio and further excluding the area used as a cellar, basement, utility, heating and cooling rooms. Only those portions of floor areas in residential structures which are at or above grade and have a ceiling height above them of seven and one-half (7.5) feet or more, or those floor areas on the top story which meet the definition of a half story shall be included in the gross floor area. In non-residential structures, floor areas used for storage and other purposes, regardless of the ceiling height, shall be included in the gross floor area, but floor areas used for parking, loading docks, utility, heating and cooling rooms shall be excluded. The gross floor area of any use sharing a common wall with another use shall be measured from the center of interior walls and the outside of exterior walls.~~

~~HIGH RISE RESIDENTIAL: A residential structure containing at least six (6) stories. High-rise residential structures may also contain permitted accessory uses on the lower levels of the structure.~~

~~HISTORIC: A building, structure, object, site or landscape feature having a degree or significance or importance over or at a period of time.~~

~~HISTORIC DISTRICT: An area defined as a historic district by City Council, State or Federal authority and which may contain within definable geographic boundaries one or more landmarks or clusters, including their accessory buildings, fences and other appurtenances, and nature resources having historical, cultural, and archaeological significance, and which district may have within its boundaries other buildings or structures, that while not of such historical, cultural, architectural or archaeological~~

significance as to be designated landmarks, nevertheless contribute to the overall visual characteristics of the landmark or landmarks located within the district.

~~HOTEL: A building designed for occupancy as a temporary place of abode for individuals and/or families who are lodged, in which:~~

- ~~a. there are ten (10) or more guest rooms or suites served by one or more common entrances; and~~
- ~~b. no provision is made for cooking in any individual room or suite; and~~
- ~~c. one or more of the following services are provided: maid, telephone, desk, or bellboy service, or the furnishing or laundering of linens; and~~
- ~~d. Restaurants, cocktail lounges, indoor swimming pools and healthclubs may be provided.~~

~~LIGHT INDUSTRIAL: Uses to be permitted shall include warehousing, wholesaling, shipping and receiving, manufacturing, processing, research, assembly, laboratory, testing, service, professional and governmental offices, public and quasi public uses and other operations which do not include the production of petroleum into fuel, oil or other products or chemical processing and storage. Light Industrial uses shall not produce any adverse influences as outlined in Section VIII .E, provided however that existing activities not in violation of City, State or Federal law are not affected.~~

~~LOADING SPACE: An off street space or berth on the same lot with a building or group of buildings for the temporary parking of a commercial vehicle while loading or unloading having fifteen (15) feet of vertical clearance, and lengths and widths that meet the zoning ordinance.~~

~~LOT: A tract or parcel of land which may abut a street, but not including any portion of a street, which tract or parcel of land is legally separate from any other tract or parcel of land.~~

~~LOT AREA: The area contained within the lot lines of a lot not including any portion of a street right of way.~~

~~LOT COVERAGE: The square footage or other area measurements by which all buildings and paved surfaces occupy a lot as measured on a horizontal plane around the periphery of the foundations and paved areas and including the area under the roof of any structure.~~

~~LOT FRONTAGE: The horizontal distance between side lot lines measured along the street line. The minimum lot frontage shall be the same as the lot width except where side lot lines are not parallel or where the lot fronts on a street with a curved alignment having an outside radius of less than five hundred (500) feet, in which case the minimum distance between the side lot lines measured at the street line shall not be less than seventy five (75) percent of the required minimum lot width. In the case of a corner lot,~~

~~any street frontage which meets the minimum frontage required for that zone may be considered the lot frontage.~~

~~LOT LINE: Any line forming a portion of the exterior boundary of a lot and the same line as the street line for the portion of a lot abutting a street. Lot lines extend vertically in both directions from ground level.~~

~~MIXED USE: A lot or structure containing more than one (1) zoning use.~~

~~MORTUARY: An establishment with facilities for the preparation of the dead for burial or cremation, for the view of the body, and for funerals.~~

~~MOTEL: A building or group of building which:~~

- ~~a. contains living or sleeping accommodations used primarily for transient occupancy; and~~
- ~~b. has individual entrances from outside the building to serve each such living or sleeping unit.~~

~~NIGHT CLUB: Any room, building or place in which any musical entertainment, signing, dancing or other similar amusement is permitted in connection with the restaurant business or business or directly or indirectly selling food or drink to the public.~~

~~NON CONFORMING BUILDING OR STRUCTURE: A building or structure which in its location upon a lot or in its size, does not conform to the regulations of this Redevelopment Plan for the district in which it is located.~~

~~NON CONFORMING LOT: A lot of record which does not have the minimum width, frontage, depth or contain the minimum area for the district in which it is located.~~

~~NON CONFORMING USE: A use occupying a building, structure or lot which does not conform to the use regulations of the historic district in which it is located.~~

~~OFFICE: A place for the transaction of business where reports are prepared, records kept, and services rendered, but where not retail sales are offered and where no manufacturing, assembly or fabricating takes place.~~

~~OPEN SPACE: Part of a zoning lot including courts or yards which is unpaved and which a) is open and unobstructed from its lowest level to the sky, and b) conforms with lot coverage.~~

~~PARKING SPACE: An area measuring nine (9) feet in width by eighteen (18) feet in depth, either within a structure or in the open, for the parking of motor vehicles, exclusive of driveways, access drives, fire lanes and public right-of-way.~~

~~**PARKING SPACE (COMPACT):** An area measuring a minimum of eight (8) feet in width by fifteen (15) feet in depth, either within a structure or in the open, for the parking of motor vehicles, exclusive of driveways, access drives, fire lanes and public right of way.~~

~~**PRINCIPAL USE:** The main use of land or structures as distinguished from a subordinate or accessory use.~~

~~**PROFESSIONAL OFFICE:** The office of a licensed physician, psychiatrist, psychologist, chiropractor, lawyer, registered architect, licensed engineer, licensed planner, and licensed land surveyor.~~

~~**REHABILITATION:** The act or process of returning a building, object, site, structure or landscape feature to a state of utility through repair, remodeling, or alteration that make possible an efficient contemporary use while preserving those portions or features of the building, object, site, or structure that are significant to its historical, architectural, and cultural values.~~

~~**RETAIL SALES:** Department stores, variety stores, apparel and accessory sales, furniture and appliance stores, grocery stores, second hand and antique stores where all sales are under roof, cleaning establishments such as dry cleaning and laundromats where an attendant is provided, but in no instance shall bars, service stations or drug rehabilitation centers be considered retail sales.~~

~~**ROW HOUSE:** One of an unbroken line of houses sharing one or more sidewalls with its neighbors, or one of a number of similarly constructed houses in a row, usually in a housing development.~~

~~**SERVICE STATION:** A place where motor fuel, lubricants and miscellaneous accessories for motor vehicles are sold and/or dispensed and where services are rendered for engine and mechanical repairs.~~

~~**SETBACK LINE:** A line drawn parallel to the street line or lot line and drawn through the point of a building nearest the street line or lot line. The term "required setback" means a line that is established a minimum horizontal distance from the street line and beyond which a building or part of a building is not permitted to extend toward the street line or lot line.~~

~~**SIGN:** Any announcement, declaration, demonstration, display, illustration or insignia used to advertise or promote the interest of any person or product when the same is placed to be seen by the general public.~~

~~**SIGN, FREESTANDING:** A sign which is attached to or a part of a completely self-supporting structure. The supporting structure shall be set firmly in or below the ground surface and shall not be attached to any building or any other structure whether portable or stationary.~~

~~SIGN, INTERNALLY ILLUMINATED: Any sign which has characters, letters, figures, designs or outline illuminated such that the light is directed into the eyes of the viewer from the light source.~~

~~SITE: The location of a significant event, a prehistoric or historic occupation or activity, or a building, structure, object, or landscape feature, whether standing, ruined or vanished, where the location itself maintains historical, cultural, architectural or archaeological value regardless of the value of any existing structure.~~

~~SITE PLAN REVIEW: The examination of the specific development plans for a lot. Whenever the term "site plan approval" is used in this Redevelopment Plan it shall be understood to mean a requirement that the site plan be approved by the Planning Board.~~

~~STORY: That portion of a building comprised between a floor and the floor or the roof next above it. A half story is a story at the top of a building, the height of which shall not be less than seven and one half (7.5) feet above at least one third the area of the floor when the room is used for sleeping, study or similar activity.~~

~~STREET: Any street, avenue, boulevard, road, lane parkway, viaduct, alley or other way which is an existing State, County, or Municipal roadway, or a street or way shown upon a plat heretofore approved pursuant to law or approved by official action pursuant to the Municipal Planning Act (R.S. 40:55-1.1 et. seq., as amended) or a street or way on a plat duly filed and recorded in the office of the County Recording Officer prior to the appointment of a planning board; and the grant to such board of the power to review plats, and any way shown on a plat approved by the City, and includes the land between the street lines, whether improved or unimproved, and may comprise pavement, shoulders, gutters, sidewalks, parking areas and other areas within the street line.~~

~~STREET LINE: The edge of the street right-of-way forming the dividing line between the street and a lot.~~

~~STRUCTURE: An assembly of materials having a fixed location including but not limited to buildings, signs, fences, tanks, towers or poles, but excluding walks, walkways, driveways, street, and roads.~~

~~TOWN HOUSE RESIDENTIAL: A residential building or portion of a building (such as a townhouse style structure designed to mask an interior parking structure), in which each building, or portion thereof, has its own front access to the outside and is separated from adjacent residential buildings only by vertical fire resistant building walls. A townhouse building may contain one to three dwelling units in each vertical segment.~~

~~UTILITY: Water, sewerage, telephone, gas, or electric service from a private or public utility company under the regulations of the New Jersey Public Utility Commission. On-site storage of gasoline, compressed gas, steam or use of conveyor belts, elevators, water~~

~~mains, or other means of storing, servicing, or transporting goods and services on site shall not be considered a utility.~~

~~**YARD, FRONT:** An open space extending across the full width of the lot and lying between the street line and the closest point of any building on the lot. The depth of the front yard shall be measured horizontally and at right angles to either a straight street line or the point of tangent of curved street lines. The minimum required front yard shall be the same as the required setback.~~

~~**YARD, REAR:** An open space extending across the full width of the lot and lying between the rear lot line and the closest point of the principal building on the lot. The depth of the rear yard shall be measured horizontally and at right angles to either a straight rear lot line or the point of tangent of curved rear lot lines. The minimum required rear yard shall be the same as the required setback.~~

~~**YARD, SIDE:** An open space extending from the front yard to the rear yard and lying between each side lot line and the closest point of the principal building on the lot. The width of the required side yard shall be measured horizontally and at right angles to either a straight side line or the point of tangent of curved side lot lines. The minimum required side yard shall be the same as the required setback.~~

# MAPS



# Claremont Redevelopment Plan Boundary Map

September 2005

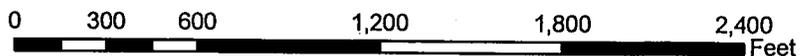


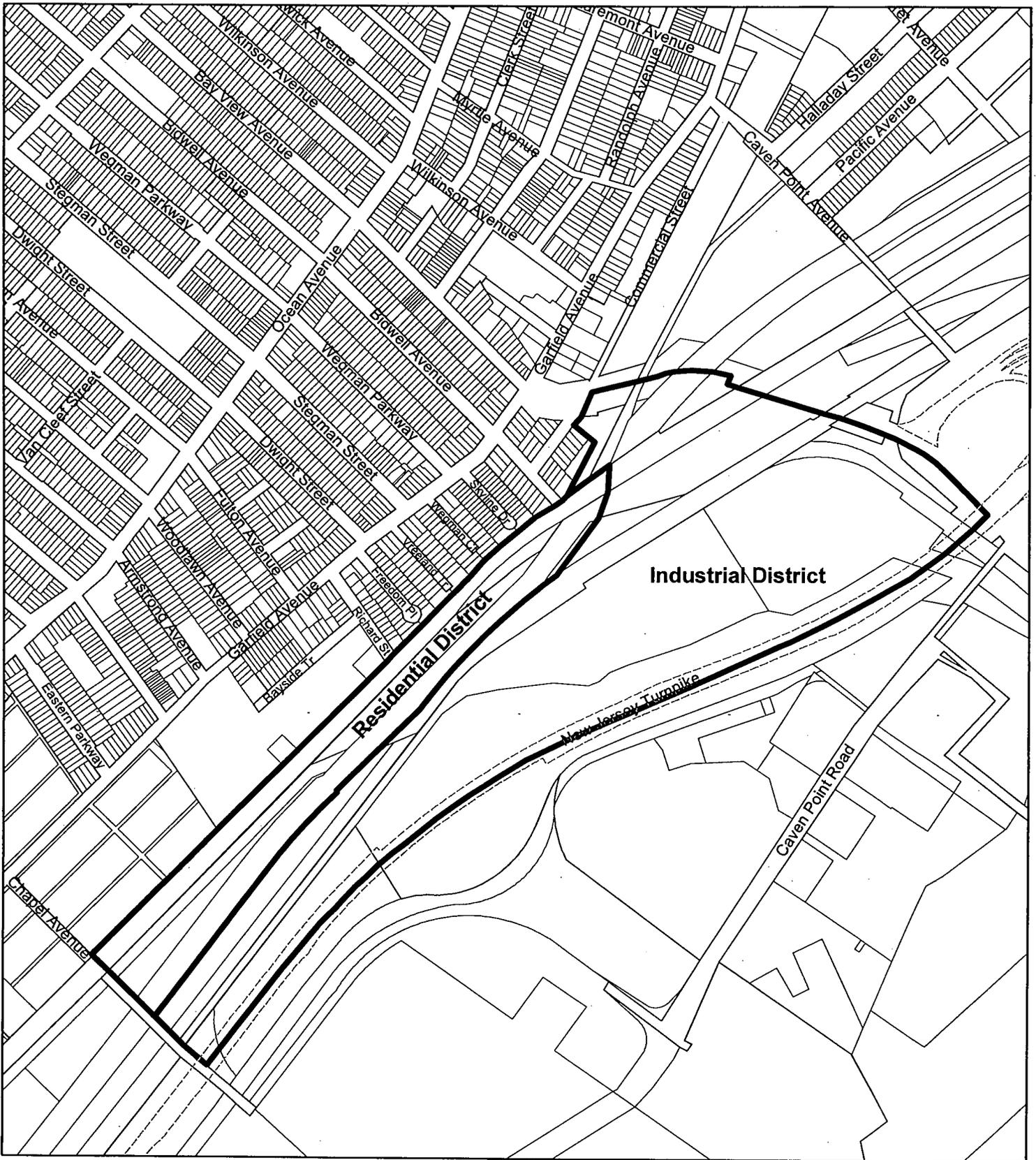
## Legend

 Claremont Redevelopment Plan Area



1 inch = 600 feet



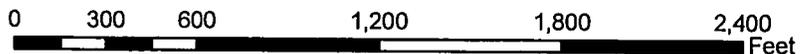


# Claremont Redevelopment Plan Land Use Map

September 2005



1 inch = 600 feet



City Clerk File No. Ord. 13-019

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 13-019

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE HOBOKEN AVENUE REDEVELOPMENT PLAN TO  
CLARIFY PERMITTED USES**

**WHEREAS**, the Municipal Council of the City of Jersey City adopted the Hoboken Avenue Redevelopment Plan on September 13, 2006, and amended the Plan numerous times subsequently; and

**WHEREAS**, existing Plan permits 4-unit multi-family buildings, however with the approved elimination of the Plan glossary that stipulation will be unclear; and

**WHEREAS**, adding this permitted use standard back into the text will resolve this confusion; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-1 et seq., the Planning Board has reviewed these proposed amendments and recommended their adoption by the Municipal Council at their meeting of December 18, 2012; and

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

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

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP  
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

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

APPROVED:

APPROVED:   
Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE HOBOKEN AVENUE REDEVELOPMENT PLAN TO CLARIFY PERMITTED USES**

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

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

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

This ordinance clarifies existing permitted uses in the Hoboken Avenue Redevelopment Plan subsequent to the adoption of the Land Development Ordinance glossary. No changes to the permitted uses are proposed.

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

Inconsistency between Redevelopment Plan and Land Development Ordinance

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

Clarification between Redevelopment Plan and Land Development Ordinance

**6. Cost of Proposed Plan, etc.:**

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

**7. Date Proposed Plan will commence:**

Upon Adoption.

**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director

January 22, 2013  
Date

Carl Czaplicki  
Department Director Signature

1/28/13  
Date

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE HOBOKEN AVENUE  
REDEVELOPMENT PLAN TO CLARIFY PERMITTED USES**

This ordinance clarifies existing permitted uses in the Hoboken Avenue Redevelopment Plan subsequent to the adoption of the Land Development Ordinance glossary. No changes to the permitted uses are proposed.

# **Hoboken Avenue**

# **Redevelopment Plan**

**City of Jersey City**

**Division of City Planning**

Adopted: September, 13, 2006; Ordinance 06-100  
Block & Lot Updates: August 6, 2012  
Amended: September 13, 2012; Ordinance 12-112  
*Proposed 11/29/12*

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# **Hoboken Avenue**

## **REDEVELOPMENT PLAN**

### **I. INTRODUCTION**

The Hoboken Avenue Redevelopment Area (hereinafter the Redevelopment Area or the Area) was determined to be “an area in need of redevelopment”, pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) by resolution of the Jersey City Municipal Council following a recommendation by the Jersey City Planning Board.

The Hoboken Avenue Redevelopment Area is bounded on the south by the Jersey Avenue Redevelopment Area. The areas to the east of the Study Area, along the Hudson River waterfront, have already seen tremendous growth and redevelopment activity. The Newport Center Mall and new high rise commercial and residential development is further evidence of the revitalization of the waterfront district.

The subject Area on the other hand is characterized by vacant land, formerly used for industrial purposes and in generally in poor condition; and therefore, are not in keeping with those uses permitted in the zone plan for the Area or recommended in the Master Plan.

It would now appear to be appropriate for the City to take a more pro-active approach to redevelopment in this Area, so as to bring the Area into greater compliance with the recommendations of the Master Plan and redevelop the Area in a manner that is more consistent with redevelopment activities in the surrounding community.

### **II. BOUNDARIES**

The Hoboken Avenue Area is located in the Downtown section of Jersey City, north of the New Jersey Turnpike, Hudson County Extension (a.k.a. Interstate 78). The Area is generally bound by the New Jersey Transit Morris and Essex Rail line, New York Avenue and the City of Hoboken Boundary line on the north and northeast, Hoboken Avenue on the south and southeast, and Monmouth Street on the west.

The Area consists of the following Tax Blocks and Lots:  
Block 6001, Lots 40 through 45

The boundary of the Redevelopment Area is also depicted on Figure 1 – Boundary Map. Since lot lines may change overtime due to subdivisions and/or consolidations, in case of a conflict between the above description and the Boundary Map, the Boundary Map shall prevail.

### **III. REDEVELOPMENT OBJECTIVES AND REQUIREMENTS OF ANY DEVELOPMENT AND CONSTRUCTION WITHIN THE PLAN AREA**

- A. The planning and development of the Redevelopment Area as a primarily residential mixed-use area with ground floor commercial uses where appropriate.
- B. To provide for new open space and recreation opportunities both within the redevelopment area and in immediately adjacent areas.
- C. To promote the principles of “Smart Growth” and “Transit Village” development. i.e. sustainable economic and social development, including a variety of housing choices, providing pedestrian friendly streets and public rights-of-way, minimize automobile use by maximizing the appeal of mass transit, encourage reduced parking and shared use parking solutions, and creating a livable community with convenient access to commercial facilities.
- D. Minimize off-street parking and maximize the use of mass transit in order to take advantage of the Hudson-Bergen Light Rail station located just to the north.
- E. To integrate new development within the Area into the surrounding community by encouraging the creation of a viable residential community that will complement the existing and proposed development in adjacent redevelopment areas.
- F. The improvement of the pedestrian environment and traffic circulation for the contemplated new development by limiting vehicular access to residential development sites to Monmouth Street, the proposed creation of a pedestrian walkway leading from Hoboken Avenue to the 2<sup>nd</sup> Street Light Rail Station along the light rail right of way, and the provision of new side walks, street trees and other pedestrian amenities within the existing street rights-of-way.

### **IV. PROPOSED REDEVELOPMENT ACTIONS**

It is proposed to substantially improve and upgrade the Redevelopment Area through a combination of redevelopment actions that will provide a uniform and consistent attack on blight within the Area by systematically removing blighting influences in an orderly manner and allowing for new construction. These will include but not be limited to:

- A. Acquisition of vacant land, and/or acquisition and demolition of structures, determined to be impediments to sound and comprehensive redevelopment.
- B. The consolidation and re-subdivision of land within the Redevelopment Area into suitable parcels for development for the new residential and commercial land uses where necessary.
- C. Provision for a full range of public and/or private infrastructure necessary to service and support new development in the Area and adjacent areas, including the re-construction of Monmouth Street and other new streets within the redevelopment area.

- D. Construction of new structures and complementary facilities that are compatible with the land use patterns in the surrounding area.

**V. GENERAL ADMINISTRATIVE REQUIREMENTS**

The following provisions shall apply to all property located within the Hoboken Avenue Redevelopment Area.

- A. Prior to the commencement of: (a) any new construction, (b) reconstruction, (c) rehabilitation (d) any change to 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 temporary or permanent Building Permit shall be issued for any work associated with a through f above, without prior site plan review and approval of such work by the Planning Board. Nothing in this section is intended to require site plan review and approval for minor modifications to the interior floor plan, such as the relocation or modification of partition walls, which are commonly done to accommodate new tenancies or during lease renewals.
- B. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.
- C. Prior to commencement of construction, architectural drawings and site plans with detailed specifications for the construction and/or rehabilitation of improvements to the area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment requirements and objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases. Final Site Plan approval for any phase shall entitle an applicant to building permits.

As part of any Final Site Plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53 et seq. Such performance guarantees shall be in favor of the City in a form approved by the Jersey City Corporation Counsel. The amount of any such performance guarantees shall be determined by the City Engineer and shall be sufficient to assure completion of on and off site improvements within one (1) year of final site plan approval.

- D. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the Jersey City Land Subdivision Ordinance.

- E. No development or redevelopment of any parcel in the Redevelopment Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as determined by the Division of Engineering.
- F. Interim uses may be permitted, subject to site plan review and approval by the Planning Board. The Planning Board shall only permit uses that it finds will not have an adverse effect upon surrounding existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board. The Board shall establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional one (1) year renewals of interim uses upon application, review, and approval. Commuter or commercial surface parking lots and commuter or commercial parking garages are specifically prohibited and shall not be permitted as interim uses.
- G. The Planning Board may grant deviations from the regulations contained within this Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Plan related to a specific piece of property where the purposes of this Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments. The Planning Board may grant exceptions or waivers from design standards, from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Plan. No deviations may be granted which will result in permitting: (1) a use or principal structure in a district restricted against such use or principal structure, (2) an expansion of a non-conforming use, (3) an increase in height of a principal structure which exceeds by 10 feet or 10% the maximum height permitted in the district, (4) an increase in the permitted floor area ratio, (5) an increase in the permitted density. An application requesting a deviation from the requirements of this Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

- H. The regulations and controls in this section may be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.
- I. No covenant, lease, conveyance or other instrument shall be effected or executed by the Jersey City Redevelopment Agency or by a redeveloper or any successors or assignees, whereby land within the Redevelopment Area is restricted by the Jersey City Redevelopment Agency or the redeveloper upon the basis of race, creed, color or national origin in the sale, lease, use or occupancy thereof. Appropriate covenants, running with the land forever, will prohibit such restrictions and shall be included in the disposition instruments.
- J. No building shall be constructed over an easement in the Redevelopment Area without site plan review and approval of the Jersey City Planning Board and prior written approval of the Redevelopment Agency and the Division of Engineering.
- K. If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

## **VI. GENERAL DESIGN REQUIREMENTS AND RESTRICTIONS**

The following standards and requirements shall apply to all applications, including but not limited to: developments, re-developments, rehabilitation, and or re-use applications within the Redevelopment Plan area:

- A. All utility distribution lines; utility service connections from such lines to the Redevelopment Area's individual uses; and utility appliances, regulators and metering devices shall be located underground or within the building. No utility boxes or structure shall be permitted in sidewalk areas or exterior to the building. Remote readers are required for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- B. Chain link fencing shall be prohibited within the Redevelopment Area, except during construction. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.
- C. No Billboard shall be permitted on any property contained within the Redevelopment Area.
- D. No signage shall be permitted within the Redevelopment Area, which includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials, which sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.

- E. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture within the public right-of-way.
- F. Upon demolition of any existing structures, the site shall be graded, planted, sodded, and/or developed, as applicable, in accordance with this Plan.
- G. All trash dumpsters and/or compactors shall be located within the buildings. All outdoor storage shall be prohibited.
- H. All buildings within the Redevelopment Area must display the street address of the building such that it is clearly visible from the adjoining street right of way.
- I. In order to facilitate the overall redevelopment of the Hoboken Avenue Redevelopment Area, the surrounding area, and the City of Jersey City in general, all advertising, signage and other promotion of the resulting project, whether undertaken by the City, the Redevelopment Agency, or private developers, shall contain references to the proposed project's location. They all shall clearly state it to be within the City of Jersey City so as to promote the positive external effects for not only the project, but the Redevelopment Area and the City as well.

## **VII. URBAN DESIGN REQUIREMENTS**

### **A. Building Design Requirements**

- 1. All new structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings of architectural merit, both existing and proposed, in terms of material, light, air and usable open space, access to public rights of way and off-street parking, height, setback and bulk. Buildings shall be designed to be attractive from all vantage points, such that the same façade materials and detailing are used on all facades.
- 2. Buildings shall be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment. Main-building entries shall be prominent, easily identifiable, and connect directly to the public street and sidewalk and shall not occur simply as voids within or between buildings.
- 3. Buildings shall have a clear base, middle and top. Architectural devices, such as providing stringcourses, cornices and sub-cornices, lintels and sills, and/or horizontally differentiating surface treatments, can be used to achieve the necessary transitions.
- 4. The windows and glazing of a building are a major element of the style which gives character to a building and shall be appropriately and sensitively chosen.
- 5. Balconies and terraces may extend from the building when facing into interior courts. However, all balconies facing onto streets shall be prohibited.

6. EIFS (Exterior Insulating Finishing Systems, stucco, artificial stone, CMU size/type block, vinyl and/or aluminum siding and artificial brick panel systems, veneer such as permastone or brick-face and/or plastic type artificial siding materials may not be used as façade cladding within this Redevelopment Area. Façade material to be used shall be primarily of brick, Standard, Modular and Norman sizes only.
7. All mechanical equipment, generators, HVAC equipment and similar equipment shall be acoustically buffered such that any noise generated by the equipment shall be within the applicable standards as defined by the State of New Jersey.
8. All electronic communication equipment shall be totally screened from view. This shall be achieved through creative disguises within the basic architecture of the building, such that it does not negatively impact the appearance of the building. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same materials used in the construction of the building, such that the screening appears to be an integral part of the building. The screening shall not impair the functioning of the equipment. Said equipment shall be located so as to minimize or eliminate the need for screening. Cellular antennas / wireless communication antennas and facilities are not permitted within this Redevelopment Area. Reference shall be made to the Wireless Communications section of the Jersey City Land Development Ordinance for appropriate permitted locations for these facilities. There shall be no rooftop louvers utilized as screening.
9. All mechanical equipment, generators, HVAC equipment and similar equipment shall be totally screened from view, both from the street and existing or planned neighboring buildings. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same or complimentary materials used in the construction of the building, such that the screening appears to be an integral part of the building. Interior locations must be utilized where mechanically possible
10. No more than 15% of any street frontage may be occupied by utility or equipment rooms.
11. A planting buffer must be provided at grade between the property line and the building line, except where a commercial use fronts onto the street or as necessary for pedestrian and vehicular access.
12. The windows and glazing of a building are a major element of style that gives character to the building. Windows and glazing on ground floor commercial uses, if any, should be broad and expansive providing views into the store and display areas. At least seventy-five (75%) percent of the retail façade shall be glass. Corner buildings shall have windows on both street frontages. If security gates are used on any part of the building or window, they shall be installed on the interior side of the window, hidden from view when closed, and be of the open grate style. Similarly, windows and doors into residential lobby areas should be broad and expansive allowing views to and from the adjoining streets.

13. Ventilation equipment required for commercial uses shall be vented through the roof of the building. All such equipment ventilated through the roof shall be screened in compliance with this plan.
- B. Streetscape, Open Space and Landscape Requirements
  1. A streetscape plan is required for all projects and shall include proposed sidewalk and curbing materials and treatments, street trees, tree pit grates and/or treatments, and any proposed street furniture, lighting or other features to be provided.
  2. Sidewalk areas must be provided along the street rights of way and shall be properly sized for the safe and convenient movement of pedestrians through and around the Redevelopment Area.
  3. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting. Decorative concrete paving materials shall be incorporated into the design and pedestrian scale lighting is required. At a minimum, decorative elements shall be introduced at building entrances at street corners and along the curb line to accent and channel pedestrian flow.
  4. All plant material used must be able to withstand the urban environment and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. All landscaping shall be guaranteed for a period of two (2) years. Any landscaping which is not resistant to the urban environment or that dies shall be replaced by the developer or property owner.
  5. Street trees shall be a minimum of 3 ½ – 4” caliper, planted along all curb lines of streets within the Redevelopment Area at a maximum of 35 feet on center. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment. Tree species shall be selected which will achieve a mature height of 50 feet or above and a medium spread. Fast growing trees tend to be weak wooded and inappropriate for street planting. Therefore trees shall be selected that have a medium growth rate. The crown shape of the tree should be selected to compliment the architecture and setting of the buildings. Evergreen trees and fruit trees may not be used as street trees.
  7. Lighting within the Redevelopment Area shall sufficiently illuminate all areas to prevent "dark corners". All lighting sources must be shielded to prevent and eliminate any glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot-candles.
  8. Outdoor landscaped open space areas shall be provided for all new construction within the Redevelopment Area and shall occupy any required yard areas and/or be constructed on the deck over any parking structure. A landscaped plaza or recreation area is required at the top of all parking structures in order to provide outdoor open space for building residents. All areas not covered by a building or pavement shall be landscaped with trees,

shrubs, groundcovers or other appropriate plant material and a dog run shall be incorporated into all residential projects.

9. Each project shall be required to make a financial contribution to an "Open Space Trust Fund" which shall be utilized by the City of Jersey City to improve or acquire public open space within the Area or immediately adjacent to the Area. Avenue. Open space improvements may include; trees and other landscaping, active and passive recreation, playgrounds, dog runs and other similar facilities and activities. (See also the Open Space Plan, Section IX and the Density Bonus Provisions found therein, Section IX.B.)

C. Off-street Parking Design and Loading Requirements

1. All parking shall be located within the building. There shall be no separate parking structures. Access to parking may be provided from Monmouth Avenue. No access to parking shall be provided from Hoboken Avenue. There shall be no exposed parking permitted, either surface parking or on the top of parking deck levels of a building. A landscaped plaza or recreation area is required on the top of all structures parking.
2. All parking and mechanical related areas along a street façade shall be wrapped along the exterior by occupied active building uses, such as commercial storefronts, residential units, building lobbies, meeting rooms, management offices and other similar spaces excepting the location of the vehicular entry and exit and stairways or elevator shafts that serve the parking structure along Monmouth Avenue. Utility rooms may occupy no more than fifteen (15%) percent of any street façade. On other facades, no visible from the street, they shall be designed to disguise the parking use within.
3. On other facades, no visible from the street, the exterior wall of the parking structure shall be architecturally designed to mimic and reflect the occupied portions of the building in terms of style, materials and the rhythm of the window openings serving the principal uses. They shall be covered by glass or metal in such a way that the exterior design is compatible with the design of the building and the actual windows of the building. The glass tint and/or reflectivity may be different so as to decrease the visibility of the garage use within. Blind windows, where appropriate shall also be permitted. The intent of the above regulations is that no exposed garage exterior wall shall be detectable as a garage at the ground floor level.
4. In order to preserve the maximum number of on-street parking spaces possible, driveway widths and curb cuts shall be limited to the minimum width and number necessary. Driveway / curb cut widths leading to parking areas containing less than twenty (20) cars shall be no more than twelve (12) feet in width. The width of driveways and curb cuts leading to parking areas for twenty (20) cars or more shall be limited to twelve (12) feet for one-way traffic and twenty (20) feet for two-way traffic.
5. All required parking spaces must be a minimum of 8.5 feet wide by 18 feet deep. The placement of a curb up to two (2) feet within the required 18 foot depth of the parking space is permitted, provided that there is adequate area for an automobile occupying the parking space to over-hang said curb a like distance without infringing on required

landscaping or pedestrian areas. All aisles shall be a minimum of 22 feet wide. Compact spaces may be provided only with the approval of the Planning Board and shall be a minimum of 8 feet wide by 16 feet deep.

6. Off-street parking and loading areas shall be coordinated with the public street system serving the Redevelopment Area in order to avoid conflicts with vehicular traffic and/or obstruction to pedestrian walkways and thoroughfares. No vehicular access to parking and/or loading areas may be provided from Hoboken Avenue.
7. Light sources within any parking level shall not be visible from the exterior of the building either from the street or from other surrounding buildings and properties. Identification of the internal fixture and its location must be provided in order for any application to the Planning Board for site plan to be deemed complete.
8. Developers shall demonstrate to the Board's satisfaction that sufficient off-street loading is provided to meet the needs of the proposed uses.
9. All parking provided within the Redevelopment Area shall be for the sole use of the residents or tenants of the Redevelopment Area or visitors to the buildings within the Redevelopment Area. Parking may not be leased to commuters or other non-residents or non-tenants of the Redevelopment Area.
10. The number of required and/or permitted parking spaces for each use is indicated in Section VIII of this Plan.

D. Signage

1. Permitted Signage:

- a. Each residential building shall display the street address of the building on the front facade or front door of the building such that it is visible from the adjoining street right-of-way.
- b. Each residential building may provide any necessary signage required for proper mail delivery indicating the name(s) of the resident(s) of the building on the mailbox or doorbell.
- c. Each major residential building, i.e. buildings on lots of 10,000 square feet or more, may have one (1) exterior sign flush mounted to the façade at the entrance to the building indicating the building's name, if any, not to exceed twenty (20) square feet.
- d. Commercial Uses - Each such use fronting on a public street may be allowed one (1) exterior wall mounted sign not to exceed ten (10%) percent of the area of the ground floor storefront only (not the entire building area). In addition, each commercial tenant may be permitted one blade sign. Each blade sign shall not exceed a maximum of 10 square feet and shall be externally lit. Blade signs are required to be located on the building facade directly on the sidewalk frontage and shall be placed such that the lowest portion of the sign hangs at least 8 feet above the sidewalk.

- e. Tenant directories may be located within the lobby of a building.
- f. Accessory Parking – Since commuter and commercial parking is not permitted, no additional signage is permitted for parking uses.
- g. Other uses shall conform to the requirements of the Jersey City Land Development Ordinance,

2. Additional Signage Regulations and Requirements:

- a. All signs are subject to minor site plan review when not included as part of a major site plan application.
- b. All signs shall be flush mounted and project no more than fifteen (15) inches, although blade signs may be attached to the first floor façade.
- c. Window signs (other than lettering as specifically permitted) shall be prohibited. Lettering shall be limited to decorative gold-leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / store front and shall cover no more than twenty (20%) of the window area.
- d. All signs may be attached to the first floor level of the building only. Where there is a two-story lobby or mezzanine space incorporated into the design of the building, the sign may be permitted to be placed above the lobby at the equivalent of the second floor or level with Board approval.
- e. Permitted signage material includes: 1.) Painted wood; 2.) Painted metals including aluminum and steel; 3.) Brushed finished aluminum, stainless steel, brass, or bronze; 4.) Carved wood or wood substitute.
- f. Permitted lettering material includes: 1.) Lettering forms applied to the surface of the sign; 2.) Single colored lettering forms applied to the surface of the sign; 3.) Metallic solid body letters with or without returns; 4.) Painted acrylic or metal letter; 5.) Neon style lettering.
- g. Sign Lighting: Signs may be lit from gooseneck fixtures, backlit halo, and up-lights. Internally lit signs and sign boxes are prohibited.
- h. Construction signs subject to the following regulations: Temporary construction signs shall not exceed fifty (50) square feet; no person shall exhibit more than one (1) such sign per premise, advertising the name of the building or project, general contractor, subcontractor, financing institution, public agencies and officials, and professional personnel; and such signs shall only be permitted beginning with the issuance of a building permit and terminating with the issuance of the certificate of occupancy for the building or project.

3. Prohibited Signage: The following signs and devices shall not be permitted within the Bates Alley Redevelopment Area:

Monument signs and internally or externally illuminated box signs, flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle, roof signs, billboards, signboards, window signs, posters, plastic or paper that appear to be attached to the window, pole signs, free-standing signs, fluorescent and/or glowing paint for any signage or building within the redevelopment area, waterfall style awnings, plastic awnings, product advertising signage of any kind. Product advertising signage is defined

here to include, but not be limited to signage on: parking meters, signage in windows, on light poles, benches or other street furniture within the redevelopment area. Nothing in this paragraph shall be deemed to prohibit either lamppost mounted seasonal banners or traditional residential holiday decorations.

## VIII. SPECIFIC LAND USE REGULATIONS

The Redevelopment Area is divided into two (2) land-use districts: a Residential District and a Transportation / Open Space District. The land use districts are displayed on the Land Use Map. These districts are regulated as follows:

### Residential District

- A. Principal Permitted Uses
  - 1. Multi-family Building *with 4 or more dwelling units*
- B. Uses incidental and accessory to the principal use, including:
  - 1. Commercial Uses – limited to the ground floor of multi-family buildings.
    - a. Retail sales of goods and services.
    - b. Restaurants, category one and two.
    - c. Bars.
    - d. Offices.
    - e. Financial institutions.
    - f. Art Galleries.
  - 2. Off-street parking, only within structures as part of the principal building.
  - 3. Recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
  - 4. Community rooms.
  - 5. Fences and walls.
  - 6. Home occupations.
  - 7. Signs.
- C. Maximum Permitted Density – Maximum permitted density shall be 50 dwelling units per acre. The maximum density for any development parcel may be increased to not more than 80 dwelling units per acre in compliance with the Density Bonus Provisions found in the Open Space Plan (Section IX. of this Redevelopment Plan.) *This permitted density shall not be considered an absolute as-of-right permitted density. Rather, it is subject to compliance with the requirements of the Palisades Preservation Overlay District. The maximum permitted density may be substantially less if less building bulk and / or height is permitted by the Palisade Overlay.*

The maximum number of dwelling units permitted on any particular development parcel shall be determined by the applicable unit size, permitted height and other bulk standards; or based upon the maximum permitted density; whichever is less.

- E. Notwithstanding the above provisions, the maximum permitted densities as described above shall not be considered absolute as-of-right permitted densities. Rather, the maximum permitted density shall also be limited by the Minimum Required Dwelling Unit Size, Maximum Permitted Height, Palisade Avenue Overlay restrictions and other bulk and design standards of this Plan.
- E. Minimum Required Dwelling Unit Size (interior measurement) - The average unit size of all dwelling units shall not be less than 1,200 square feet.
- F. Maximum Permitted Height - Maximum permitted height shall be 6 stories and 65 feet. This permitted height shall not be considered an absolute as-of-right permitted height. Rather, it is subject to compliance with the requirements of the Palisades Preservation Overlay District. The maximum permitted height may be substantially less.

Minimum height shall be 4 stories.

Height shall be measured to the highest point of the roof from the mean elevation of the finished grade from all exterior walls.

1. Additional Height Regulations:

- a. All residential floors shall have a minimum floor to ceiling height of nine (9) feet. This standard shall not be waived through deviation
- b. Ground floor commercial areas shall have a minimum floor to ceiling height of Twelve (12) feet. This standard shall not be waived through deviation.
- c. Ground floor commercial areas may be taller than twelve (12) feet and may contain mezzanine levels within the commercial use area.
- d. Parking structures may not exceed two (2) levels in height.
- e. Parapets and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance, subject to compliance with the requirements of the Palisades Preservation Overlay District Standards.

- F. Minimum Lot Size – 1.5 Acres
- G. Permitted Maximum Building Coverage - Including Parking Structure – 85%

H. Required Setbacks

1. Front Yard: 10 feet along Hoboken Avenue and Monmouth Street  
Except that facades containing ground floor commercial uses may be constructed up to the front property line provided that there is at least 15 feet public sidewalk distance from curb face to building.
2. Other Yards: 15 feet.

I. Parking Requirements:	Minimum	Maximum
Multi-family Building	1.0 per unit	1.5 per unit
Commercial Uses	Zero	2.0 / 1,000 sq. ft.

**Transit / Open Space District**

A. Principal Permitted Uses

1. Light Rail and Railroad Rights-of-Way
2. Public Parks, Open Space and Buffers
3. Pedestrian Walkways
4. Any combination of the above

B. Uses incidental and accessory to the principal use, including

1. Light Rail stations.
2. Necessary equipment to service Railroad and Light Rail uses.
3. Signs
4. Park equipment and furnishings
5. Dog runs
6. Fences and walls

C. Bulk and Other Standards

1. As regulated by the Jersey City Land Development Ordinance.

**IX. OPEN SPACE PLAN**

- A. It is the intent of this Open Space Plan to provide new public open space areas within this Redevelopment Area and on parcels of land immediately adjacent to this Redevelopment Area. New Jersey Transit owns several pieces of properties within and immediately adjacent to this Redevelopment Area which are impacted by the alignment of the Light Rail transit way, Lackawanna mainline &/or wetlands. However, portions of these properties are suitable for use as public open space. This open space should include a public pedestrian walkway leading to the 2<sup>nd</sup> Street Light Rail Station. The proposed open space will consist of a series of small parks, linear walkways and landscaped buffer areas on existing New Jersey Transit owned properties and along the Light Rail right of way. These

open spaces shall be linked together, and to the public street system, in order to provide access to and between the various residential, commercial, recreational, open space and transportation uses and facilities within the Redevelopment Area and the surrounding areas of Jersey City and Hoboken. Improvements within this open space system should include: pedestrian walkways; bikeways; shade trees, decorative trees, shrubs and other landscaping; dense buffer plantings where appropriate; pedestrian scale lighting; street and park furniture and other amenities.

**B. Density Bonus**

One of the primary objectives of this Redevelopment Plan is to provide for new open space and recreation opportunities within this Redevelopment Area and in immediately adjacent areas. It is also recognized that this Redevelopment Area has the potential to accommodate greater densities because of its proximity to the Light Rail system. Therefore, all residential or mixed-use development within this Redevelopment Area is eligible to receive a density bonus of up to an additional 30 dwelling units per acre; based upon a monetary contribution of five thousand, five hundred (\$5,500.00) dollars to an "Open Space Trust Fund" for each additional unit to be constructed. The Open Space Trust Fund shall be utilized by the City of Jersey City to create & improve public open space within the Redevelopment Area or immediately adjacent to the Area.

Uses of the Open Space Trust Fund monies shall include: The development of a pedestrian walkway leading from Hoboken Avenue to New York Avenue on portions of lots 42, 43 and 45 within Block 6001 (it is strongly suggested that New Jersey Transit continue this walkway beyond New York Avenue to Paterson Avenue in the City of Hoboken); the development of parks and open space on portions of lot 42 and 43 and all or portions of lot 45 within Block 6001; the creation of dense landscaped buffer areas on these same lots or on other New Jersey Transit owned properties immediately adjacent to the Redevelopment Area in order to shield views to the Lackawanna mainline and other undesirable views.

**X. CIRCULATION PLAN (Map 3 –Circulation Map)**

1. It is the intent of this Circulation Plan to provide a street layout for the Redevelopment Area which is adequate to meet the circulation needs of the Redevelopment Area in terms of vehicular traffic and pedestrian volume, while at the same time recognizing that it is a primary purpose of this Redevelopment Plan to promote the principles of a "Transit Village". That is; to provide pedestrian friendly streets and public rights-of-way, to minimize automobile use by maximizing the appeal of mass transit and to encourage reduced parking and shared use parking solutions. The Redevelopment Area is serviced by the Light Rail station at 2<sup>nd</sup> Street on the Hoboken / Jersey City boundary line.
2. All streets and rights of way within the Redevelopment Area shall remain open to the public. The configuration of all streets within the Redevelopment Area is expected to

remain as they are. To the greatest extent practical, all streets should provide on street parking on both sides of the street unless restricted by local ordinance.

3. Monmouth Street shall be reconstructed to municipal standards. Further, Monmouth Street currently has a 50 foot right-of-way and should be studied to determine if it should be widened to a 60 foot right-of-way. If it is found that the right-of-way should be widened to 60 feet, then an additional 5 feet should be dedicated on each side of the street to achieve the desired right-of-way width. The costs of the reconstruction and widening of Monmouth Street shall be assessed to all adjoining properties on both sides of the street on a pro-rata share basis.
4. Sidewalk areas must be provided on both sides of the street within the Redevelopment Area, and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area, taking into consideration the character of the adjoining area. In general, sidewalks on busier, wider streets such as Hoboken Avenue should be wider than sidewalks on side streets such as Monmouth Street. The required minimum sidewalk width on Hoboken Avenue shall be 15 feet; and the required minimum sidewalk width on Monmouth Street shall be 10 feet.
5. It is strongly recommended that New Jersey Transit create a pedestrian walkway leading from Hoboken Avenue, near its intersection with Cole Street; along the Light Rail right-of-way passing under the Lackawanna main line, and leading to New York Avenue. From that point, the pedestrian walkway should be extended to Paterson Avenue in Hoboken and connected to the existing walkway leading to the 2<sup>nd</sup> Street Light Rail Station.
6. There is a need to acknowledge and recognize the future potential of extending Jersey Avenue North. A possible scenario of the extension is included on the Circulation Map 3.

## **XI. ACQUISITION PLAN**

All property within this Redevelopment Plan is listed as "To Be Acquired".

## **XII. RELOCATION PLAN**

It is anticipated that there will be no relocation because there are no residents living within, or businesses operating with, this area. However, should relocation of persons or businesses become necessary, the process of relocating the affected persons and businesses will receive the careful attention of local officials and the Jersey City Redevelopment Agency, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

### **XIII. OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS**

In accordance with NJSA 40A:12A-1 et seq., Chapter 79, Laws of New Jersey 1992, known as "The Local Redevelopment and Housing Law", the following statements are made:

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.
- C. The Plan has given proposed land uses and building requirements for the Redevelopment Area.
- D. The Acquisition Map and Acquisition Plan (Section IX), which are a part of this Plan, indicate all property to be acquired as a result of this Plan.
- E. The Plan is in general compliance with the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan or the Zone Plan. The Zone Plan permits residential land uses over ground floor commercial uses as this Redevelopment Plan does. However, this Redevelopment Plan emphasizes residential land-uses to a greater extent and reduces the emphasis on commercial uses. This has been done in recognition of the large community commercial center located immediately east of the Redevelopment Area, just across Bates Street. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.
- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.

### **XIV. PROCEDURE FOR AMENDING THE PLAN**

- A. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of five thousand dollars (\$5,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 40A: 12A-1 et. seq., said developer shall pay these costs. If there is no developer the appropriate agency shall be responsible for any and all costs.
- B. No amendment to this Plan shall be approved without the review and recommendation of the Planning Board, and a public hearing and adoption by Municipal Council. A copy of any proposed change to the Plan shall be filed with the Office of the City Clerk.

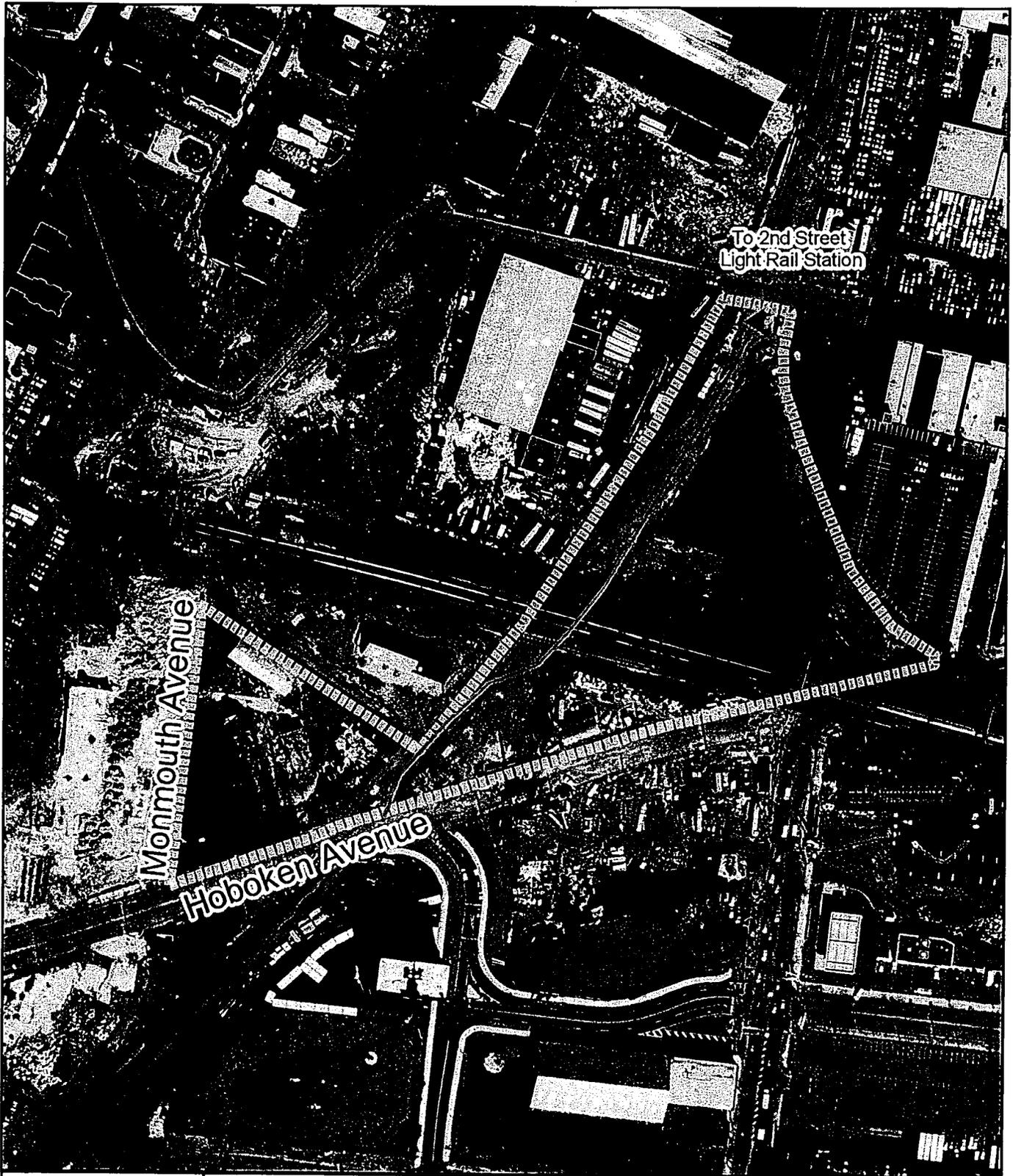
## **~~XV. DEFINITIONS~~**

~~Definitions contained herein shall prevail within the Redevelopment Area. For definitions not contained herein, the definitions contained in the City of Jersey City Zoning Ordinance shall prevail.~~

~~**Multi-family Building**—A building of at least four (4) stories containing four (4) or more dwelling units that share common horizontal and/or vertical separations, and which may also contain such accessory uses as permitted by this Redevelopment Plan. All buildings must conform to the maximum height regulations of this Plan.~~

XVI

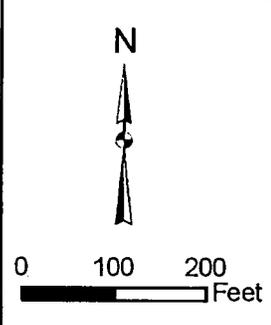
MAPS & FIGURES



To 2nd Street  
Light Rail Station

Monmouth Avenue

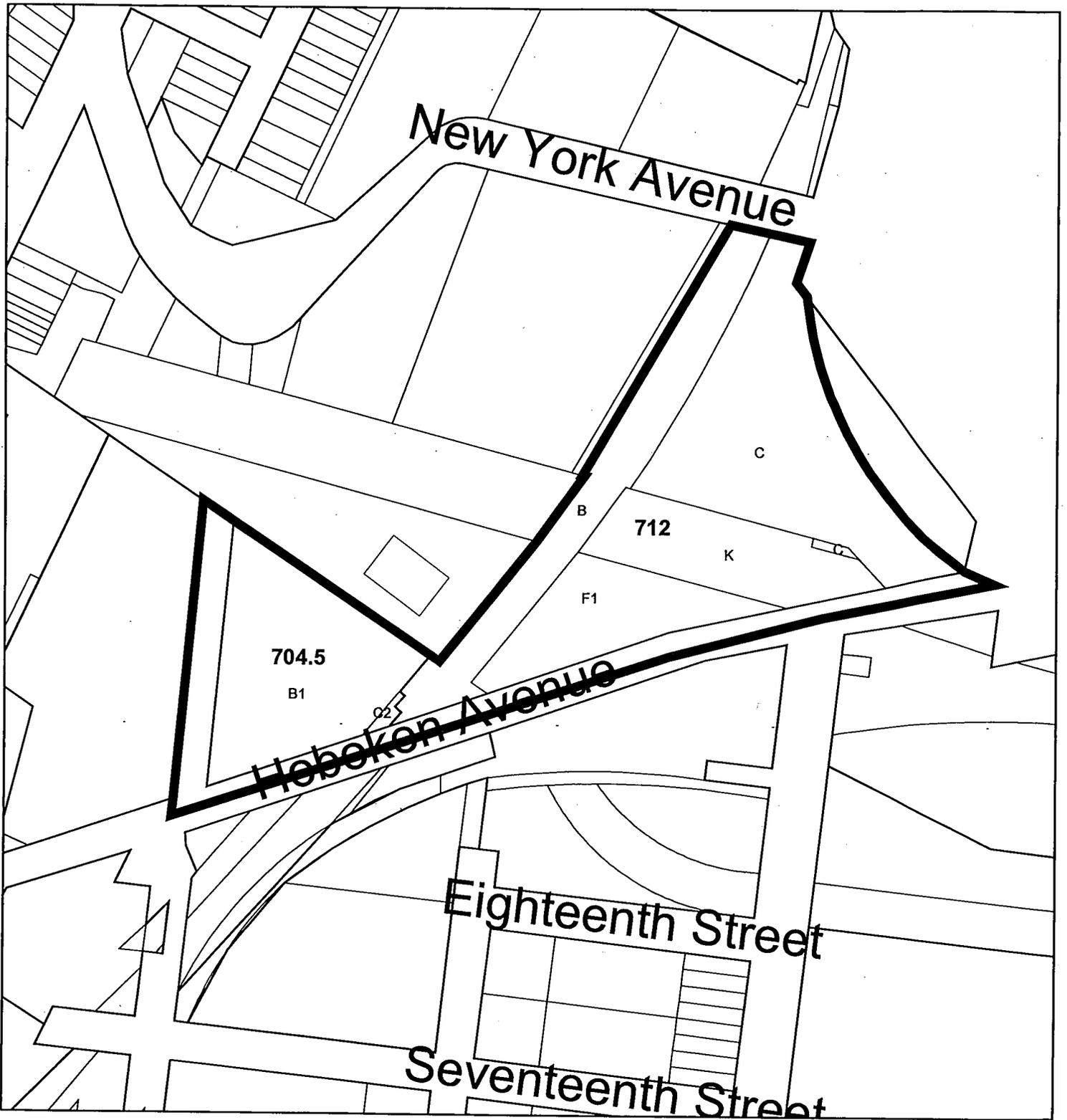
Hoboken Avenue



Aerial of Redevelopment Area and Vicinity  
Hoboken Avenue Redevelopment Area

- Legend**
-  Proposed Pedestrian Walkway
  -  Redevelopment Boundary

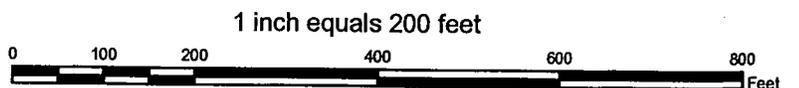
Figure 1

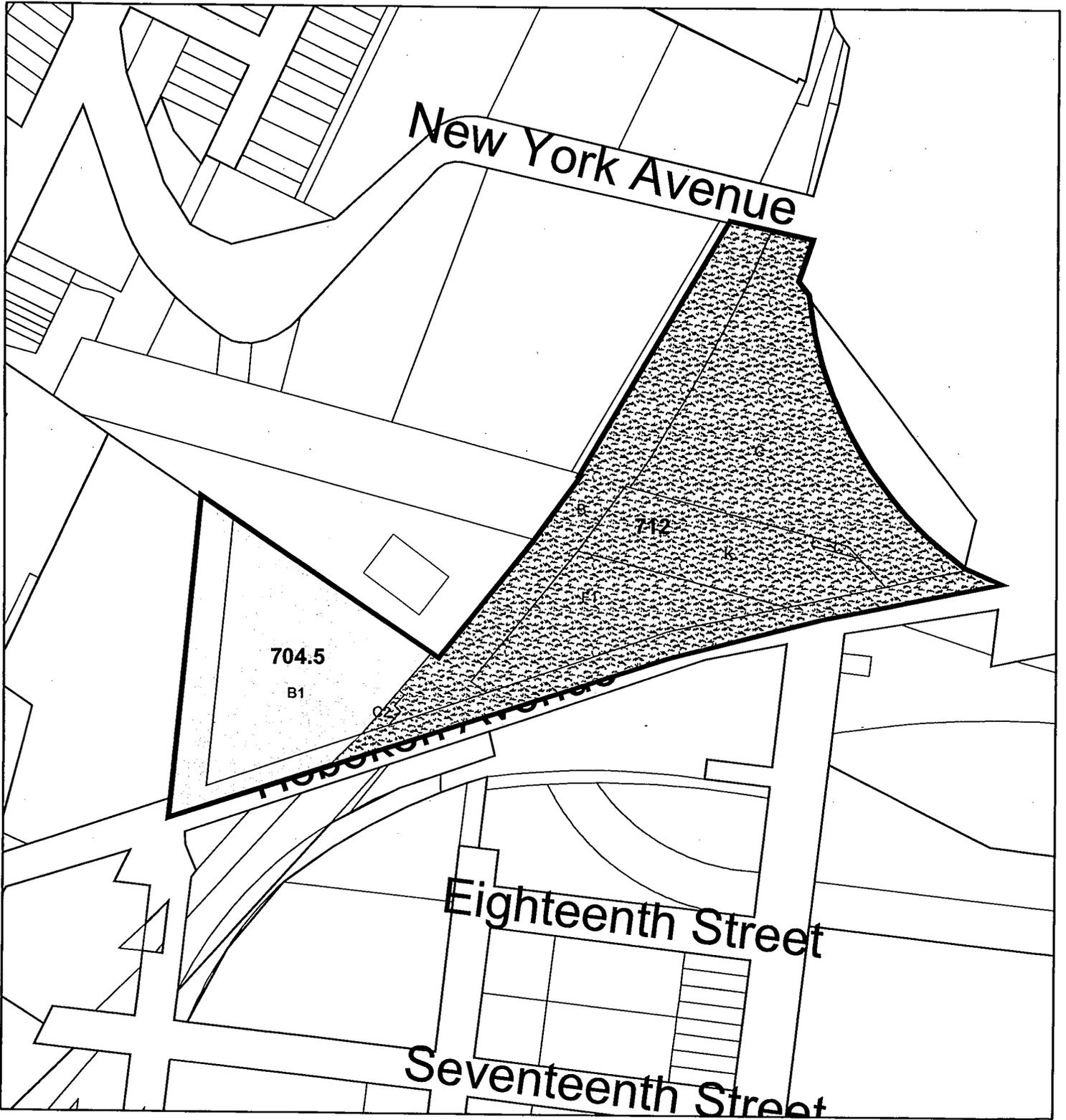


**HOBOKEN AVENUE REDEVELOPMENT PLAN  
 MAP 1: BOUNDARY MAP  
 JULY 2006**



CITY OF JERSEY CITY  
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**HOBOKEN AVENUE REDEVELOPMENT PLAN**  
**MAP 2: LAND USE MAP**  
**JULY 2006**

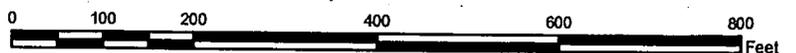
**Legend**

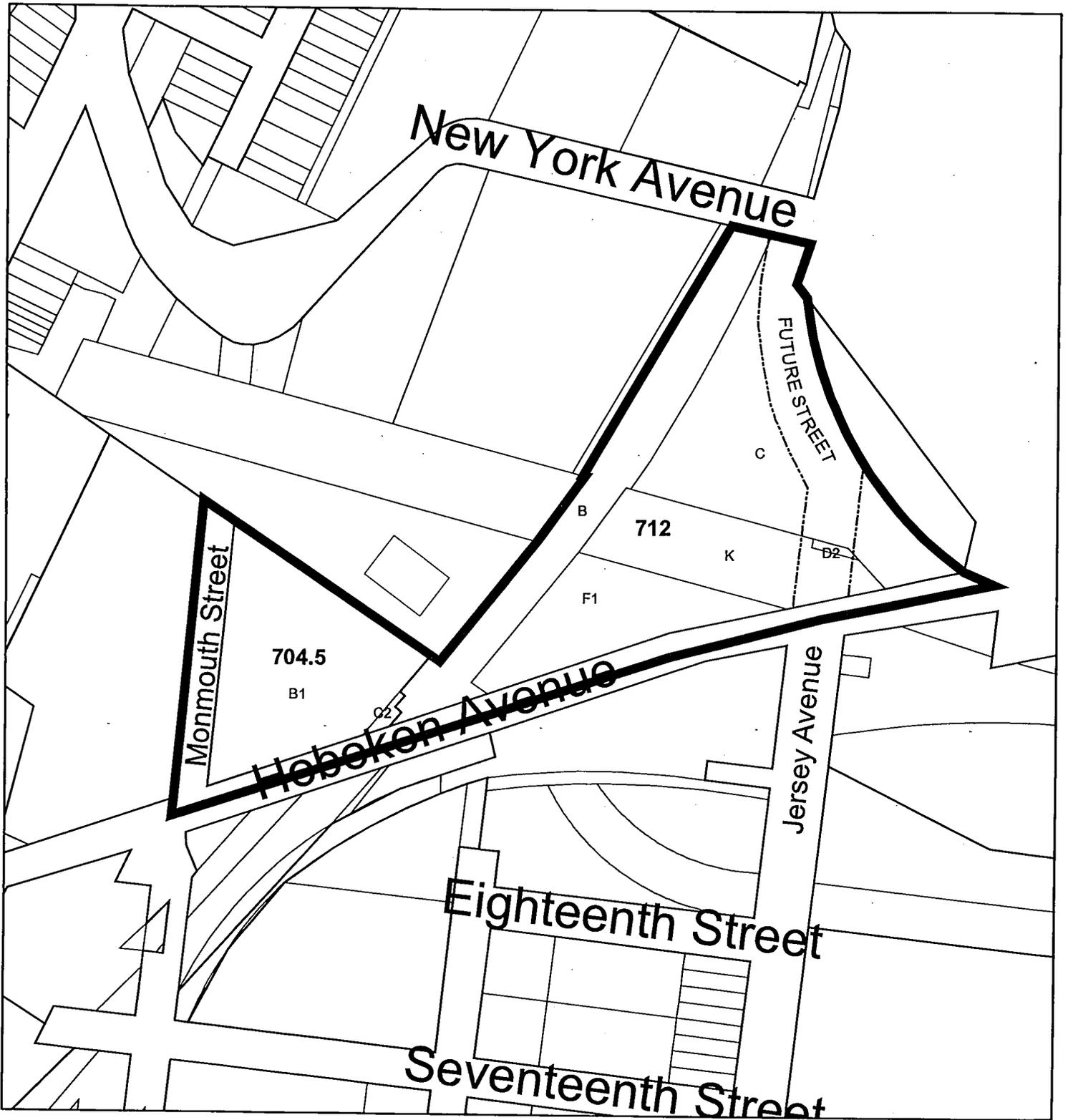
-  RESIDENTIAL
-  TRANSIT / OPEN SPACE



CITY OF JERSEY CITY  
 DIVISION OF CITY PLANNING

1 inch equals 200 feet

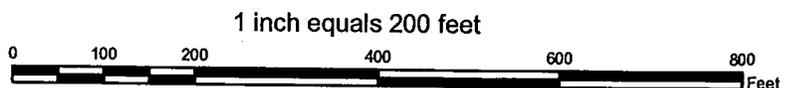




**HOBOKEN AVENUE REDEVELOPMENT PLAN  
 MAP 3: TRANSPORTATION MAP  
 JULY 2006**



CITY OF JERSEY CITY  
 DIVISION OF CITY PLANNING



City Clerk File No. Ord. 13-020

Agenda No. 3. I 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 13-020  
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING  
TITLE: AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR FENCING**

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

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

**WHEREAS**, Article V of the Land Development Ordinance supplemental zoning regulations for fencing (§345-67); and

**WHEREAS**, the existing standards do not explicitly prohibit barbed wire fencing, which the City finds undesirable; and

**WHEREAS**, while chain link fencing is currently prohibited, it would be beneficial to exempt vacant lots from this regulation in order to control activity on such sites; and

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

**WHEREAS**, the Planning Board at its meeting of November 20, 2012 did vote to recommend that the Municipal Council amend the Land Development Ordinance fencing standards; and

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

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

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, AICP, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

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

APPROVED:

APPROVED:   
Business Administrator

Certification Required

Not Required

**345-67. Fences and Walls****A. Zoning Standards****1. Location and Height standards****a. Residential Districts Maximum Height**

- i. Front Yard. Four feet except for parking areas of six spaces or more developed in accordance with the ordinance, then the maximum height shall be six feet;
- ii. Side Yard. Six feet maximum height;
- iii. Rear Yard. Eight feet maximum height.

**b. Commercial Districts Maximum Height**

- i. Front Yard. Four feet except for parking areas of six spaces or more developed in accordance with the ordinance, then the maximum height shall be six feet;
- ii. Side Yard. Six feet maximum height;
- iii. Rear Yard. Eight feet maximum height.

**c. Industrial Districts Maximum Height**

- i. All yards. Twelve (12) feet.

**d. Corner lots. Fences on corners shall maintain clear lines of sight for vehicular traffic and shall be subject to the requirements of sight triangles. On corner lots, the fencing shall have ~~similar~~ **matching** fence heights on both frontages.**

2. Chain link fences shall not be permitted in the front yard.

**3. Vacant Lots shall be exempt from the standards listed above. Vacant lots shall be permitted to have six foot high chain link fence along the front and side yard and eight feet along the rear yard. All chain link fencing is to be removed upon development of the property.**

**4. Barbed wire / razor wire fencing is prohibited.**

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR FENCING**

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

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

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

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to revise fencing standards (§345-67) to prohibit barbed wire fencing citywide, and to allow chain link fencing on vacant lots.

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

Currently, there is no specific prohibition against barbed wire fencing, which is undesirable in an urban area. Additionally, it would be beneficial to exempt vacant lots from the existing prohibition against chain link fencing in order to prevent such lots from becoming misused.

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

The proposed amendments will help beautify neighborhoods by prohibiting barbed wire fencing and by fencing off vacant lots to prevent misuse.

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

Robert D. Cotter  
Division Director

JAN 4, 2013  
Date

Carl Czaplicki  
Department Director Signature

1/4/13  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE FOR FENCING**

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to revise fencing standards (§345-67) to prohibit barbed wire fencing citywide, and to allow chain link fencing on vacant lots.

City Clerk File No. Ord. 13-021

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 13-021

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CREATING THE ARTS DISTRICT OVERLAY ZONE FOR THE RIVERVIEW ARTS DISTRICT**

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

**WHEREAS**, on May 10, 1984 the Municipal Council designated by Resolution an area within the "Heights" section of the city as the Riverview Arts District; and

**WHEREAS**, since that 1984 designation, there has been extensive location of artists' homes and/or studios into said area as well as additional relocation of artists displaced by the demolition of 111 First Street and subsequent land use approvals encompassing arts-related uses; and

**WHEREAS**, the creation of an Arts District Overlay Zone would encourage continued use and further development of said area as a viable artist enclave that would enhance the vibrancy of the area; and

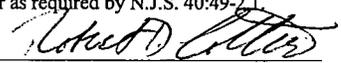
**WHEREAS**, the Planning Board of Jersey City, at its meeting of February 5, 2013, did discuss and approve a motion recommending that the Municipal Council adopt the boundaries of the Arts District Overlay Zone and the text amendments contained herein; and

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

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

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1

  
Robert D. Cotter, FAICP, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

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

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

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CREATING  
THE ARTS DISTRICT OVERLAY ZONE FOR THE RIVERVIEW ARTS DISTRICT**

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

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

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

Establishes boundaries on the Zoning Map, as adopted by the Municipal Council in 1984, expanded to reflect subsequent related land use approvals, and will permit artist studios and work/live units within those boundaries.

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

a.) To recognize the extensive location and relocation of artist's homes and/or studios into a portion of the "heights" section since the 1984 Municipal designation along with subsequent land use approvals related to the arts; and b.) to encourage further development of this section of the city as an additional viable arts enclave.

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

Facilitation of arts-related development that will enhance the vibrancy of the area in a manner consistent with its overall residential character.

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Division Director

FEB 6, 2013  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Director Signature

FEB 6, 2013  
\_\_\_\_\_  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE CREATING THE ARTS DISTRICT OVERLAY ZONE FOR THE RIVERVIEW ARTS DISTRICT**

The overlay zone will establish boundaries on the Zoning Map, as adopted by the Municipal Council in 1984, expanded to reflect subsequent related land use approvals, and will permit artist studios and work/live units within those boundaries.

**Proposed Amendments to Article V of the Jersey City Land Development Ordinance creating an Arts District Overlay Zone within that portion of the R-1 Zoning district previously designated by the Municipal Council as the Riverview Arts District**

Draft Prepared: January 28, 2013

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

**§ 345-60.3**

**A. Purpose. The purpose of the overlay zone is:**

- 1. to recognize the extensive location and relocation of artists' homes and/or studios into a portion of the "Heights" section formerly designated by the Municipal Council as the Riverview Arts District in 1984; and**
- 2. to encourage the further development of this section of the city as an additional viable arts enclave**

**B. Arts District Overlay Zoning Regulations:**

- 1. Permitted Principal Uses**
  - a. Work/Live Artist Studio**
  - b. Work/Live Unit**
  - c. Artist Studio Workspace**
- 2. Existing bulk and parking regulations applicable to underlying zoning districts shall remain unchanged and shall apply to any new uses within the overlay zone.**
- 3. See definition for each of the above uses for additional standards.**



**Proposed Arts District Overlay Zone Boundary  
for The Riverview Arts District**

**Legend**

 Proposed Arts District Overlay Boundary



City Clerk File No. Ord. 13-022

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 13-022

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO PERMITTED USES IN THE PALISADE AVENUE PORTION OF THE R-2 DISTRICT OF THE LAND DEVELOPMENT ORDINANCE**

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

**WHEREAS**, ground floor retail and office use is already permitted along the subject portion of Palisade Avenue; and

**WHEREAS**, the amendment serves to recognize the considerable number of existing, neighborhood-oriented restaurants thereby reflecting existing conditions and making them permitted uses; and

**WHEREAS**, the amendment will also facilitate the location of additional restaurant uses along said portion of Palisade Avenue thereby enhancing the vibrancy of the area; and

**WHEREAS**, the Planning Board of Jersey City, at its meeting of February 5, 2013, did discuss and approve a motion recommending that the Municipal Council adopt the amendments contained herein; and

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

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

**BE IT FURTHER ORDAINED THAT:**

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

  
Robert D. Cotter, AICP, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

APPROVED: 

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

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

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AN AMENDMENT TO PERMITTED USES IN THE PALISADE AVENUE  
PORTION OF THE R-2 DISTRICT OF THE LAND DEVELOPMENT ORDINANCE**

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

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

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

This ordinance will add category one and two restaurants as permitted ground floor uses along that portion of Palisade Avenue within the R-2 District.

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

Ground floor retail and office use is already permitted along the subject portion of Palisade Avenue. The amendment serves to recognize the considerable number of existing, neighborhood-oriented restaurants there as well, making them permitted uses and facilitating the location of additional restaurant uses there.

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

Facilitation of appropriate, compatible development that will enhance the vibrancy of the area.

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

  
\_\_\_\_\_  
Division Director

FEB 6, 2013  
Date

  
\_\_\_\_\_  
Department Director Signature

Feb 6, 2013  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO PERMITTED USES IN THE PALISADE AVENUE PORTION OF THE R-2 DISTRICT OF THE LAND DEVELOPMENT ORDINANCE**

This Ordinance will add category one and two restaurants as permitted ground floor uses along that portion of Palisade Avenue within the R-2 District.

**Proposed Amendments to Article V of the Jersey City Land Development Ordinance  
Permitting Restaurants on the ground floor within the R-2 zone along Palisade Avenue**

Draft prepared January 28, 2013

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

**345-41. R-2- Multi-Family Attached Housing (four stories or less) District**

- A. No Change
- B. Permitted principal uses are as follows:
  - 1. Townhouses
  - 2. Houses of worship
  - 3. Parks and playgrounds
  - 4. Essential services
  - 5. Schools
  - 6. Governmental uses
  - 7. Along Palisades Avenue only, retail sales of goods and services, *category one and two restaurants*, and office uses on ground floor with apartments above
  - 8. Conversions of 1st floor commercial to a residential unit
  - 9. Assisted living residences
  - 10. Nursing homes
  - 11. Senior housing
  - 12. Public Utilities, except that natural gas transmission lines shall be prohibited
- C. No Change
- D. No Change
- E. No Change
- F. No Change
- G. No Change
- H. No Change
- I. No Change

City Clerk File No. Ord. 13-023

Agenda No. 3.L 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 13-023

TITLE: **ORDINANCE ACCEPTING FROM LT REALTY COMPANY, LLC A DEDICATION OF CERTAIN ROADWAYS, SIDEWALKS AND UTILITIES LOCATED WITHIN THE COLGATE REDEVELOPMENT PLAN AREA**

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

**WHEREAS**, Essex Waterfront Owners, LLC (EWO), was the owner and developer of a 648 unit residential complex known as Liberty Towers, 33 Hudson Street also known as Block 14504, Lot 1 formerly known as Block 34, Lot 26 (Property); and

**WHEREAS**, the Property was developed in accordance with the requirements of the Colgate Redevelopment Plan which included the construction of a wider roadway, a sidewalk and utilities along the southerly lot line of Block 14504, Lot 1 adjoining Essex Street between Greene Street and Hudson Street; and

**WHEREAS**, EWO transferred the Property to LT Realty Company, LLC (LT Realty) on January 31, 2011; and

**WHEREAS**, LT Realty desires to dedicate for use as a public right-of-way the land and improvements within the Colgate Redevelopment area described below; and

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

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

1. A portion of the land, improvements and appurtenances that are located within the Colgate Redevelopment area, more particularly described as follows:
  - (a) A portion of Block 14504, Lot 1 consisting of approximately 0.084 acres shown on Exhibit A attached hereto and more accurately described in Exhibit B attached hereto

be and the same is hereby accepted and dedicated as a public right-of-way.

2. The acceptance of this dedication shall be subject to the following terms and conditions:

Upon delivery of a deed to the City pursuant to terms hereof, LT Realty shall provide the City with a one (1) year maintenance bond for the roadways and improvements. During the one (1) year period following the delivery of the deed, LT Realty shall promptly correct any deficiencies in workmanship and design which threaten the structural integrity of the roadways and improvements or create a risk to public safety, upon receiving written notice of such deficiencies from the Municipal Engineer. At the end of the one (1) year period, the City shall be responsible for the structural maintenance of the roadways and improvements which are the subject of this dedication

- 3. The Mayor or Business Administrator is hereby authorized:
  - (a) subject to review and approval by the City's Corporation Counsel of a title report provided by LT Realty, accept delivery of and record a deed from LT Realty conveying the dedicated lands and improvements; and
  - (b) subject to review and approval by the Municipal Engineer, accept all easements described in paragraph 4 below; and
  - (c) subject to review and approval by the Corporation Counsel, execute all documents necessary to accomplish the dedication of the aforementioned lands.
  
- 4. This dedication shall be subject to all easements affecting the Property recorded in the Office of the Hudson County Register for the benefit of public or private entities for the purpose of operating and maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines including cable television wires and poles, together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to an entities use or operation of water, sewer or utility lines.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in ~~{brackets}~~ are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR/cw  
2-5-13

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required   
Not Required



**Description of Proposed Widening of Essex Street  
Lot 26, Block 34  
City of Jersey City, Hudson County, New Jersey**

Beginning at a point at the intersection of the northerly side line of Essex Street and the easterly side line of Green Street and running:

1. North  $08^{\circ}12'59''$  East along the easterly side line of Green Street a distance of 10.00' to a point, thence
2. South  $81^{\circ}47'01''$  East a distance of 368.07' to a point, thence
3. South  $08^{\circ}12'59''$  West a distance of 10.00' to a point, thence
4. North  $81^{\circ}47'01''$  West along the northerly side line of Essex Street a distance of 368.07' to the point and place of beginning.

**Containing: 3680.07 S.F.**

**Robert F. Hogan  
NJ License # 34860  
March 28, 2011**

Exhibit "B"

## Jersey City Law Department Memorandum

**To:** President and Members of the Municipal Council

**From:** Raymond Reddington, Supervisory Assistant Corporation Council · R.R.

**Subject:** **Ordinance accepting the dedication of a portion of Block 14504, Lot 1 on Essex Street between Greene Street and Hudson Street as public right of way**

**Date:** February 6, 2013

---

LT Realty Company, LLC (LT Realty) is the owner of a 648 unit residential complex known as Liberty Towers, 33 Hudson Street, also known as Block 14504, Lot 1 (Property). The Property was developed in accordance with the requirements of the Colgate Redevelopment Plan which included the construction of a wider roadway, a sidewalk and utilities along the southerly lot line of Block 14504, Lot 1 adjoining Essex Street between Greene Street and Hudson Street. LT Realty desires to dedicate for use as a public right-of-way the land and improvements within the Colgate Redevelopment area that are described in Exhibits A and B of the ordinance. The ordinance authorizes the City of Jersey City to accept a Deed of Dedication subject to certain conditions including the review and acceptance of the improvements by the Municipal Engineer.

cc: Chuck Lee, Municipal Engineer

City Clerk File No. Ord. 13-024

Agenda No. 3.M 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-024

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE  
A LEASE WITH IMPERIAL PARKING CORPORATION FOR PARKING  
SPACES LOCATED NEAR 1 JOURNAL SQUARE PLAZA**

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

**WHEREAS**, the City of Jersey City (City) Police Department moved its headquarters from 8 Erie Street to office space at 1 Journal Square Plaza in July, 2012; and

**WHEREAS**, the City needs parking spaces for Police Department personnel working at 1 Journal Square Plaza; and

**WHEREAS**, Imperial Parking Corporation (Imperial) agrees to provide twenty (20) unreserved parking spaces at its facility located at 2854 Kennedy Boulevard, Jersey City for \$120.00 per space per month for a total monthly cost of \$2,400.00; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to Section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be for twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014; and

**WHEREAS**, the sum of \$7,200.00 is available in Account No. 01-201-25-240-304; and

**WHEREAS**, the balance of the lease funds will be made available in the 2013 permanent budget and in the subsequent fiscal year budget.

**NOW, THEREFOR, BE IT ORDAINED** by the Municipal Counsel of the City of Jersey City that:

1. Subject to such modifications as deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Imperial Parking Corporation for twenty (20) unreserved parking spaces at 2854 Kennedy Boulevard, Jersey City.
2. The term of the lease shall be twenty-eight (28) months and shall take effect as of September 1, 2012 and shall end on December 31, 2014.
3. Imperial Parking Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing (60) days' notice prior to the effective date of termination.
3. The monthly rent for twenty (20) unreserved parking spaces shall be \$120.00 per space for a total monthly amount of \$2,400.00.
4. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. of the City Code.

- 5. Funds in the amount of \$7,200.00 are available in Account No. 01-201-25-240-304. The balance of the lease funds will be made available in the 2013 Fiscal Year permanent budget and in the subsequent fiscal year budget.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer certify the funds in the amount of \$7,200.00 are available in Account No. 01-201-25-240-304 in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**NOTE:** All new material is underlined; words in {brackets} are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR/cw  
2-4-13

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

**AGREEMENT BETWEEN IMPERIAL PARKING CORPORATION, A NEW JERSEY CORPORATION HAVING AN OFFICE LOCATED AT 2854 KENNEDY BOULEVARD, JERSEY CITY, NEW JERSEY 07306 AND THE CITY OF JERSEY CITY, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY HAVING AN OFFICE AT 280 GROVE STREET, JERSEY CITY, NEW JERSEY 07302 (CITY)**

**WHEREAS**, Imperial Parking Corporation (Imperial) is the owner of a parking facility at 2854 Kennedy Boulevard in the City of Jersey City, New Jersey (Premises); and

**WHEREAS**, the City of Jersey City (City) is desirous of entering into an Agreement with Imperial for a period of twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014 for monthly parking as hereinafter provided; and

**WHEREAS**, Imperial is willing to enter into this Agreement with the City.

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

1. Imperial shall provide the City with twenty (20) unreserved parking spaces at its facility located at 2854 Kennedy Boulevard, Jersey City for a period of twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014.
2. The City shall pay to Imperial the sum of \$120.00 per parking space per month, without taxes thereon for a total monthly payment of \$2,400.00 for each and every month thereafter effective as of September 1, 2012 and ending on December 31, 2014.
3. Payment shall be due on or before the 1<sup>st</sup> day of each month during the term, in advance.
4. The City shall be responsible for obtaining the tax exemption as provided herein. In the event that the City is unable to obtain the same, the City shall pay all applicable taxes in addition to the amount set forth herein.
5. This Agreement shall be subject to the rules and regulations of Imperial as posted on the premises.
6. This Agreement is not assignable by the City.

7. During the term of this Agreement, Imperial and the City shall each have the right to terminate this Agreement without cause by providing sixty (60) days' notice prior to the effective date of termination.

8. Imperial shall continue to maintain its existing underlying and excess insurance coverage as set forth on the declaration page of Policy \_\_\_\_\_ issued by \_\_\_\_\_, a copy of which is annexed hereto.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement on the dates set forth above.

**IMPERIAL PARKING CORP.**

**ATTEST:**

\_\_\_\_\_  
President

\_\_\_\_\_

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
**JOHN KELLY**  
**BUSINESS ADMINISTRATOR**

\_\_\_\_\_

City Clerk File No. Ord. 13-025

Agenda No. 3.N 1st Reading

Agenda No. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-025

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE  
A LEASE WITH RAND PARKING, INC., FOR PARKING SPACES  
LOCATED NEAR 1 JOURNAL SQUARE PLAZA**

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

**WHEREAS**, the City of Jersey City (City) Police Department moved its headquarters from 8 Erie Street to office space at 1 Journal Square Plaza in July, 2012; and

**WHEREAS**, the City needs parking spaces for Police Department personnel working at 1 Journal Square Plaza; and

**WHEREAS**, Rand Parking, Inc. (Rand) agrees to provide twenty (20) unreserved parking spaces at its facility located adjacent to 1 Journal Square Plaza for \$149.50 per space per month for a total monthly cost of \$2,990.00; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to Section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be for twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014; and

**WHEREAS**, the sum of \$8,970.00 is available in Account No. 01-201-25-240-304; and

**WHEREAS**, the balance of the lease funds will be made available in the 2013 permanent budget and in the subsequent fiscal year budget.

**NOW, THEREFOR, BE IT ORDAINED** by the Municipal Counsel of the City of Jersey City that:

1. Subject to such modifications as deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Rand Parking, Inc., for twenty (20) unreserved parking spaces in a street level parking lot located on a deck behind the building commonly known as 2 Journal Square Plaza on Kennedy Boulevard.
2. The term of the lease shall be twenty-eight (28) months and shall take effect as of September 1, 2012 and shall end on December 31, 2014.
3. Rand Parking, Inc. and the City of Jersey City shall have the right to terminate the lease without cause by providing sixty (60) days' notice prior to the effective date of termination.
3. The monthly rent for twenty (20) unreserved parking spaces shall be \$149.50 per space for a total monthly amount of \$2,990.00.
4. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. of the City Code.

- 5. Funds in the amount of \$8,970.00 are available in Account No. 01-201-25-240-304. The balance of the lease funds will be made available in the 2013 Fiscal Year permanent budget and in the subsequent fiscal year budget.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
  - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
  - C. This ordinance shall take effect in the manner as prescribed by law.
  - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

I, \_\_\_\_\_, Donna Mauer, Chief Financial Officer certify the funds in the amount of \$8,970.00 are available in Account No. 01-201-25-240-304 in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

**NOTE:** All new material is underlined; words in **{brackets}** are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR/cw  
01/31/13

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

**AGREEMENT BETWEEN RAND PARKING, INC., A NEW JERSEY CORPORATION HAVING AN OFFICE LOCATED AT 87 CENTRAL AVENUE, EAST BRUNSWICK, NEW JERSEY 08816 AND THE CITY OF JERSEY CITY, A MUNICIPAL CORPORATION OF THE STATE OF NEW JERSEY HAVING AN OFFICE AT 280 GROVE STREET, JERSEY CITY, NEW JERSEY 07302 (CITY)**

**WHEREAS**, Rand Parking, Inc. (Rand) is the owner of a street level parking business located on the deck behind the building commonly known as Journal Square Plaza 2 on Kennedy Boulevard in the City of Jersey City, New Jersey (Premises); and

**WHEREAS**, the City of Jersey City (City) is desirous of entering into an Agreement with Rand for a period of twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014 for monthly parking as hereinafter provided; and

**WHEREAS**, Rand is willing to enter into this Agreement with the City.

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

1. Rand shall provide the City with twenty (20) unreserved parking spaces at its facility located behind the building commonly known as Journal Square Plaza 2 on Kennedy Boulevard for a period of twenty-eight (28) months effective as of September 1, 2012 and ending on December 31, 2014.
2. The City shall pay to Rand the sum of \$149.50 per parking space per month, without taxes thereon for a total monthly payment of \$2,990.00 for each and every month thereafter effective as of September 1, 2012 and ending on December 31, 2014.
3. Payment shall be due on or before the 1<sup>st</sup> day of each month during the term, in advance.
4. The City shall be responsible for obtaining the tax exemption as provided herein. In the event that the City is unable to obtain the same, the City shall pay all applicable taxes in addition to the amount set forth herein.
5. This Agreement shall be subject to the rules and regulations of Rand as posted on the premises.
6. This Agreement is not assignable by the City.

7. During the term of this Agreement, Rand and the City shall each have the right to terminate this Agreement without cause by providing sixty (60) days' notice prior to the effective date of termination.

8. Rand shall continue to maintain its existing underlying and excess insurance coverage as set forth on the declaration page of Policy \_\_\_\_\_ issued by \_\_\_\_\_, a copy of which is annexed hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates set forth above.

**RAND PARKING, INC.**

**ATTEST:**

\_\_\_\_\_  
President

**CITY OF JERSEY CITY**

**ATTEST:**

\_\_\_\_\_  
**JOHN KELLY**  
**BUSINESS ADMINISTRATOR**