

City Clerk File No. Ord. 15.050

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 15.050

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY ADOPTING THE GARFIELD AVENUE
REDEVELOPMENT PLAN**

WHEREAS, the Municipal Council seeks renewed investment and development within the redevelopment area; and

WHEREAS, the following amendment removes the redevelopment plan area from the R-1 Zone District and creates a new "Garfield Avenue Redevelopment Plan" to guide development; and

WHEREAS, the attached Garfield Avenue Redevelopment Plan has been reviewed by the Jersey City Planning Board at its meeting of April 07, 2015; and

WHEREAS, the Planning Board voted favorably to recommend adoption of the Garfield Avenue Redevelopment Plan by the Municipal Council; and

WHEREAS, a copy of the Garfield Avenue Redevelopment Plan is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the attached Garfield Avenue Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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

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

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required

Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution/ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution/ordinance.

Full Title of Ordinance/Resolution

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING THE GARFIELD AVENUE REDEVELOPMENT PLAN**

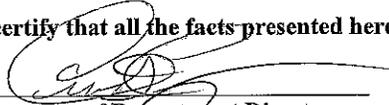
Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
	Kristin Russell, PP, AICP	Senior Planner
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org / jeff@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

This ordinance adopts the Garfield Avenue Redevelopment Plan. The area straddles Garfield Avenue and is bounded by Arlington Avenue, Wilkinson Avenue, the mid-block lot lines between Marcus Street and Bayview Avenue, and a paper street called Commercial Street. There are 17 tax lots included in the Area. The Area, though adjacent to residential uses and zoned R-1 (one- and two-family residential), is a mix of warehousing, light industrial, service and commercial uses. The Plan divides the area into two sub-districts -- the Adaptive Reuse District and the Residential District.

I certify that all the facts presented herein are accurate. *RP Cotter*

Signature of Department Director 4/13/15
Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE GARFIELD AVENUE REDEVELOPMENT PLAN

This ordinance adopts the Garfield Avenue Redevelopment Plan. The area straddles Garfield Avenue and is bounded by Arlington Avenue, Wilkinson Avenue, the mid-block lot lines between Marcus Street and Bayview Avenue, and a paper street called Commercial Street. There are 17 tax lots included in the Area. The Area, though adjacent to residential uses and zoned R-1 (one- and two-family residential), is a mix of warehousing, light industrial, service and commercial uses. The Plan divides the area into two sub-districts -- the Adaptive Reuse District and the Residential District.

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: April 8, 2015
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Matt Ward, AICP
SUBJECT: Ordinance to adopt the Garfield Avenue Redevelopment Plan

The ordinance before you is to adopt the Garfield Avenue Redevelopment Plan.

This Redevelopment Plan is a result from the designation of the Garfield Avenue Study Area as a non-condemnation redevelopment area. There is no use of eminent domain in this plan and does not have an acquisition plan.

The area is in Ward F and is bounded by bounded by Bayview Ave, Arlington Ave, Wilkinson Ave and Commercial Street (paper street). The area contains 17 tax parcels on either side of Garfield Avenue. The area is currently zoned R-1 but consists of industrial and commercial uses. The redevelopment plan has two sub-districts: the adaptive reuse zone and the residential zone.

The adaptive reuse zone is limited to simply that reuse of existing buildings. The Adaptive Reuse zone permits business incubator, community center, artist studio workspace as well as other some other uses. The residential Zone has a height bonus provision for the inclusion of affordable housing units. For every 10 units market, 1 unit is affordable. Lastly, the Residential Zone has a second height bonus to create a public walkway to the an area in Canal Crossing that is planned to be a park.

**Garfield Avenue
REDEVELOPMENT PLAN**

4/8/15

**CITY OF JERSEY CITY
DIVISION OF CITY PLANNING**

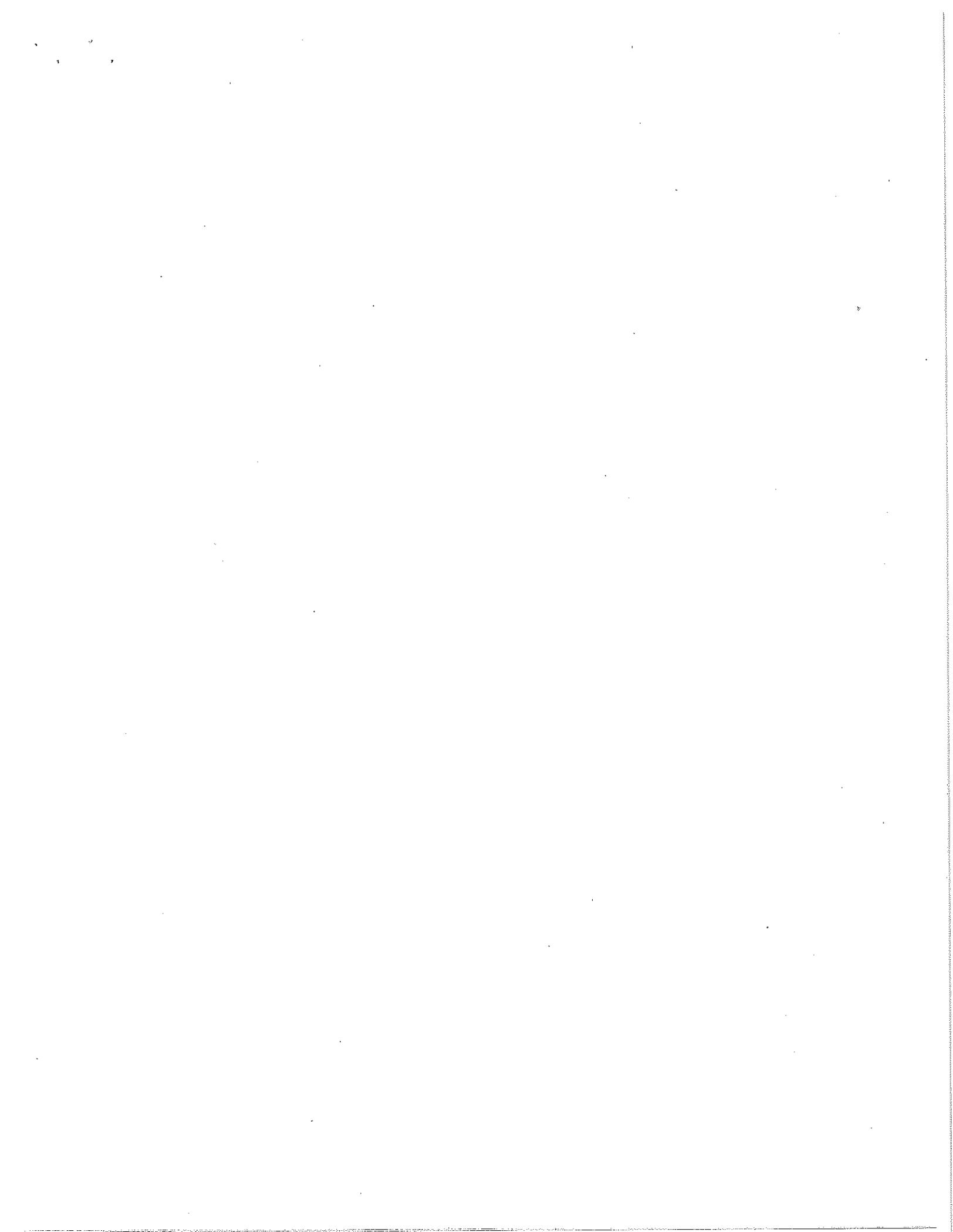


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INTRODUCTION

On _____ the Jersey City Municipal Council determined, by Resolution # _____, the *Garfield Avenue Study Area* 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.).

The purpose of the Garfield Avenue Redevelopment Plan is to encourage and facilitate the development of underutilized, abandoned, and neglected properties.

The Jersey City Master Plan lists several specific objectives and recommended actions which guide the standards and requirements for this plan. These include:

- *Acknowledge distinct characteristics of residential neighborhoods through design standards. The scale of new development should be consistent with the neighborhood.*
- *Encourage adaptive reuse of obsolete buildings, especially industrial facilities.*
- *Promote the creation of incubator space.*

The Garfield Avenue Redevelopment Plan Area is approximately 5.2 acres located in the Bergen-Lafayette neighborhood of Jersey City, relatively adjacent to the New Jersey Turnpike exit 14B. The area straddles Garfield Avenue and is bounded by Arlington Avenue, Wilkinson Avenue, the mid-block lot lines between Marcus Street and Bayview Avenue, and a paper street called Commercial Street. There are 17 tax lots included in the Area. The Area, though adjacent to residential uses and zoned R-1 (one- and two-family residential), is a mix of warehousing, light industrial, service and commercial uses.

I. BOUNDARY DESCRIPTION

A map of the boundary, entitled, *Map 1: Boundary Map*, dated December 12, 2014, is attached and shall govern the boundaries of this redevelopment plan.

II. REDEVELOPMENT PLAN OBJECTIVES

This Redevelopment Plan is intended to compliment and rejuvenate the Garfield Avenue blocks and underutilized buildings therein. The Redevelopment Plan provides for mixed use and residential development.

Renewal activities for the Garfield Avenue Redevelopment Plan Area will be undertaken in conformity with, and will be designed to meet, the following objectives of the Redevelopment Plan:

- A. No acquisition of private property.
- B. Encouragement of the rehabilitation and adaptation of underutilized, vacated, deteriorated and obsolete structures including unused industrial buildings, which, in their current state, adversely affect the feasibility of amenable neighborhood physical change and further development of an emerging area.
- C. Provision of land in parcels of sufficient size and configuration so as to permit economic redevelopment.

- D. Provision of site improvements for the beautification of the Garfield Avenue Redevelopment Plan Area and surrounding neighborhoods.
- E. Provide for redevelopment without public acquisition or relocation of residents and business concerns.
- F. Coordinate redevelopment activities to provide a uniform and consistent attack on blighted, dilapidated, and obsolete structures within the Area.

III. GENERAL ADMINISTRATIVE PROVISIONS

- A. 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 thereto.
- B. There shall be no restriction of occupancy or use of any part of the project area on the basis of race, creed, color, age, gender, marital status or national origin. No lease, conveyance or other instrument shall be executed by a developer or any of his successors or assignees, whereby land within the project area is restricted upon the basis of race, creed, color, age, gender, marital status or national origin in the sale, lease, use or occupancy thereof.
- C. No building or structure shall be constructed over public rights-of-way or easements without the written approval of the Municipal Engineer and site plan approval by the Planning Board.
- D. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the project shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval, so that compliance of such plans with the redevelopment objectives can be determined.
- E. 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 disturbances, 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. Roasting operations involving food products are recognized as producing some fumes and smoke. Such operations shall not be prohibited if the applicant can show such to comply with commonly accepted health and emissions standards for such operations.
- F. No junked motor vehicles or parts thereof shall be permitted to be stored on the premises of any service station.
- G. All residential redevelopment proposals and construction plans shall meet or exceed applicable F.H.A. and/or H.F.A. minimum room size requirements prior to Board approval.
- 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 original date of approval of this plan by the Jersey City Municipal Council, provided however that any development or redevelopment projects that are commenced and/or completed within said forty (40) year period shall be deemed to comply with all applicable laws, as long as they comply with the provisions of this Redevelopment Plan.
- I. Prior to commencement of construction, site plans for the construction and/or rehabilitation of improvements to the Area shall be submitted by the developer to the Planning Board of the City of Jersey City for review and approval so that compliance of such plans with the redevelopment

objectives can be determined. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-1 et. seq. Applications may be submitted for the entire project or in any number of phases.

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

- J. All utility distribution lines and utility service connections from such lines to the project areas' individual uses shall be located underground.
- K. No use or reuse shall be permitted, which, when conducted under proper safeguards, will produce corrosive, toxic or noxious fume, glare, electromagnetic disturbances, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration (60 decibels), or other objectionable features so as to be detrimental to the public health, safety or general welfare.
- L. All residential redevelopment proposals and construction plans shall meet or exceed applicable FHA minimum room size requirements prior to approval by the Planning Board.
- M. 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 Development Ordinance (LDO) of Jersey City.
- N. Upon demolition of existing structures, the site shall be graded and planted or sodded, with a durable dust free surface in the interim period prior to construction of new buildings.

IV. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Garfield Avenue Redevelopment Plan Area through redevelopment action, including the adaptive reuse of existing structures and complementary development on remaining un- and underdeveloped sites.

V. TRAFFIC CIRCULATION OBJECTIVES AND GUIDELINES

- A. Parking and service access should be separated from Garfield Avenue to the greatest extent possible. Access areas shall be clearly designated and designed so as to avoid the backing in and out of vehicles onto the street ROW.
- B. Sight triangle areas at all intersections shall be kept clear of plantings and structures by limiting heights to a maximum of thirty (30) inches.
- C. The pedestrian circulation system shall be integrated with the roadway circulation network and shall encourage safe and improved pedestrian circulation through the following:
 - 1. The focus of the streetscape improvements along primary pedestrian corridors;
 - 2. Encourage design features, materials and activities at the street level which create an attractive and interesting pedestrian environment;

3. Insure the safety of pedestrians by providing adequate sidewalk space and clearly defined pedestrian crossings;
 4. Direct new development to minimize pedestrian and traffic conflicts.
- D. All sidewalks and pathways must be designed to provide ease of access for the physically disabled. Access ramps shall be conveniently placed and sloped at a maximum of 8.5 percent to provide easy connection to streets and sidewalks. Design standards shall meet, at a minimum, barrier free design regulations as specified in the Uniform Construction Code.

VI. INTERIM USES

Interim uses may be established, subject to agreement between the developer(s) and the Planning Board that such use will not have an adverse affect upon existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board which may establish an interim use period of up to three (3) years in duration. Additional renewals of an interim use may be granted by the Planning Board.

VII. DEVIATIONS

The Planning Board may grant deviations from the regulations contained within this redevelopment plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or physical features uniquely affecting a specific piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this redevelopment plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this redevelopment plan would be advanced by a deviation from the strict requirements of this plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of this redevelopment plan.

Notice, pursuant to NJSA 40:55D-12.a. and b., shall be given by an applicant seeking such relief.

VIII. SPECIFIC LAND USE PROVISIONS

This redevelopment plan authorizes the planning Board to identify, review, and approve the site improvements and building improvements, including the façade design of all buildings within the redevelopment plan area.

- A. Adaptive Reuse District
 1. Permitted Uses
 - a. Residential
 - b. Work/Live Artist Studios
 - c. Artist Studio Workspace
 - d. Restaurants, category one and two
 - e. Retail

- f. Business Incubators
 - g. Community Center
 - h. Daycare center
 - i. Adult Daycare center
 - j. Senior Housing
 - k. Assisted Living Residence
 - l. Long Term Care facilities
 - m. Combinations of the above
2. Accessory Uses - customarily associated with, subordinate and incidental to the principal use, and located on the same lot:
 - a. Garage on-Site/off-street Parking & Loading Facilities
 - b. Fences & Walls
 - c. Signs
 - d. Recreation rooms, exercise rooms, resident meeting rooms, roof top recreation areas, and other similar rooms and facilities for the use of building residents.
 3. Area Yard, and Bulk Requirements
 - a. The adaptive re-use of these properties shall exempt the area, yard and bulk requirements, provided that the coverage is not increased by more than 5%
 - b. Height – vertical additions are permitted, provided that the height is not increased by more than two stories or a total height of 60 feet, whichever is less. Vertical additions must be set back from the existing façade a minimum of twenty feet (20’).
 4. Parking
 - a. Parking shall be provided to the greatest extent practicable considering the constraints of each site and prioritizing the preservation of the existing structures. The Board shall consider each application and determine if the parking proposed is appropriate. It may be necessary for the applicant to convert a portion of the existing building into a parking garage.

B. Residential District

1. Permitted Use:
 - a. Multi-family Residential.
2. Accessory Uses - customarily associated with, subordinate and incidental to the principal use, and located on the same lot:
 - a. Off-street Parking.
 - b. Fences and walls.
 - c. Home Occupations.
 - d. Signs.
 - e. Recreation rooms, exercise rooms, resident meeting rooms, roof top recreation areas, and other similar rooms and facilities for the use of building

residents.

3. Area, Yard and Bulk Requirements

- a. All existing lots at the time of adoption of this plan are conforming but may not be reduced in size. The creation of flag lots shall be prohibited.
- b. All lots must have sole frontage on Garfield Avenue. Any lots currently existing that do not have frontage on Garfield Avenue but are in common ownership with a lot fronting on Garfield Avenue must be consolidated.
- c. Density is not regulated by floor area ratio or units per acre in this zone. Instead, a "building envelope" is defined.
- d. Subdivisions must conform to the following minimum standards:
 - i. Minimum lot area: 7,500 square feet
 - ii. Minimum lot frontage on Garfield Avenue: 75 feet
 - iii. Minimum lot width: 75 feet
 - iv. Minimum lot depth: 100 feet
- e. Required Front Yard Setback:
 - i. Minimum 5 feet
 - ii. Maximum 10 feet
- f. Required Side Yard Minimum:
 - i. Minimum 5 feet
- g. Minimum Rear Yard:
 - i. 30 feet
- h. Floor-to-ceiling height:
 - i. 9 feet minimum.
- i. Maximum Building Height:
 - i. 5 stories and 55 feet.
- j. Maximum Lot Coverage
 - i. 75%

4. Parking Standards:

- a. Minimum of 1 off-street parking space per dwelling unit
- b. Compliance with requirements in the Off-Street Parking and Loading Requirements section below.
- c. Parking must be provided in an interior garage at or below grade.
- d. Maximum twelve foot (12') driveway and curb cut width
- e. For lots with one hundred feet of street frontage or less, there shall be no more than one vehicular egress point per lot. For lots with 101 feet of frontage or more, there may be one egress point for every hundred feet of frontage or portion thereof.

5. Bonus Provisions - in recognition of the benefits of pedestrian access between Garfield Avenue and the planned Canal Crossing Redevelopment Area, as well as the growing need for affordable housing citywide, the following bonus is offered:

An additional story and 11 feet of height, for a maximum of 6 stories and 66 feet of height are permitted when the following are all provided:

- a. A privately held and maintained 600 square foot pedestrian plaza is developed for 24-hour public use. The Developer and its successors and assigns must agree to maintain and repair the plaza in accordance with a Developer's Agreement entered into with the Planning Board. This plaza must have a minimum of twenty (20) feet of linear frontage along Garfield Avenue.
- b. A privately held and publicly maintained pedestrian extension of Wilkinson Avenue, extending roughly perpendicularly from Garfield Avenue to the Canal Crossing Redevelopment Plan boundary at the paper street known as Commercial Street. This walkway must be a minimum of 8 feet wide, employ barrier free design, and be sufficiently lit for safe passage.
- c. Minimum lot size must meet the standards set forth above.
- d. Minimum sidewalk width along Garfield Avenue must be ten (10) feet.
- e. Affordable housing and workforce housing shall be provided, as follows:
 - i. For every ten (10) residential units constructed, a development shall be obligated to include one unit that is affordable to households of low, moderate, or work force income. In addition, a redeveloper shall be permitted to construct a "bonus" market rate unit for every low, moderate, or work force income unit constructed. The result being that out of every eleven (11) units constructed, one will be an affordable or workforce unit.
 - ii. Affordable housing shall be defined the same as affordable housing that is a part of a fair share plan housing element as approved by Superior Court and/or the Counsel On Affordable Housing (COAH) or the City of Jersey City. Workforce housing shall be defined as housing affordable to households with a gross household income equal to more than eighty percent (80%) but not more than one-hundred and twenty percent (120%) of the median gross household income for households of the same size.
 - iii. Affordable housing requirements may be further defined and obligated as part of a Redevelopment Agreement between the City of Jersey City Redevelopment Agency and a designated redeveloper. Where such a Redevelopment Agreement exists, the affordable housing requirements of that agreement shall take precedent over this section of the Redevelopment Plan.
 - iv. Where a redevelopers agreement does not exist, the mix of low income, moderate income and workforce units, the number of bedrooms and other attributes of the affordable and workforce housing shall be mutually agreeable to the City and the Redeveloper.

C. Signage

1. Each commercial use fronting on a public street may be allowed one (1) exterior sign, not

- to exceed 20 square feet.
2. Signage for apartment buildings is limited to a Nameplate or awning identification, not to exceed two (2) square feet.
 3. Temporary Construction Signs - One sign for each project or development indicating the name of the project or development, general contractor, subcontractor, financing institution and public agency officials (where applicable). The sign area shall not exceed 32 square feet and shall be attached (where there is an existing structure) or freestanding (where there is new construction).
 4. Sign Standards
 - a. All signs shall be mounted flush to the face of the building.
 - b. No sign shall be animated or flashing.
 - c. Roof signs, billboards and signboards are prohibited.
 - d. Window signs are prohibited above the ground floor level and shall not exceed 20 percent of the window surface to which the display appears.
 - e. Freestanding signs, except for those indicating direction, transportation, circulation and street parking are prohibited.
 - f. All signs are subject to site plan review.

D. Off-Street Parking and Loading Requirements

1. All required parking spaces must comply with size and aisle standards set forth in the Land Development Ordinance. Parking facilities utilizing automated mechanical parking systems or a valet parking system are exempt from these dimensions; applicants must show that proposed valet parking lots will be functional.
2. 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 of pedestrian walks and thoroughfares. Developers shall demonstrate that sufficient off-street parking and loading will be provided to meet the needs of the proposed use.
3. Parking setback areas shall be adequately landscaped to provide buffer and visual screening.
4. The developer / applicant shall demonstrate that sufficient off-street loading is provided to accommodate the anticipated demands of the building and proposed uses. All loading shall be located off-street; all loading shall be designed to reduce conflicts with pedestrian and other traffic to the greatest extent practical.
5. Interior garage lighting shall utilize only 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
6. Projects are subject to bike parking standards as outlined in the Land Development Ordinance
7. Where indoor parking is proposed in new buildings, the following standards apply:
 - a. Garage level(s) to be screened so as not to give the apparent perception of garage space from street rights-of-way and from adjacent property lines.

- b. Examples of various acceptable screening and façade treatment techniques which can be utilized include the following:
 - i. Artificial windows of the punched out style utilizing glass or decorative grillwork or a combination of same.
 - ii. Artificial building façade wrapping around the exterior of the garage.
 - iii. Extension of the ground floor or second floor window design to upper floors without the glass, but utilizing the same detailing, design, and window frame color.
 - iv. The addition of cornices, lintels, quoins, and other decorative detailing in addition to all the other façade designs.
 - v. Emphasis of a vertical exterior façade pattern instead of the horizontal cladding associated with parking garages and their structural members.

IX. DESIGN OBJECTIVES AND REQUIREMENTS

A. Building Design – General

1. Building design shall be guided by the general characteristics of the surrounding properties and the surrounding neighborhoods.
2. All structures within the Redevelopment Plan Area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights-of-way and off-street parking, height and bulk.
3. Buildings should be designed so as to have an attractive, finished appearance when viewed from all vantage points within and outside the Redevelopment Plan Area.
4. All major mechanical equipment located on the roof of any building shall be screened from view with materials harmonious with those used in the building's facade. The screening shall not impair the functioning of the equipment.
5. New construction shall be encouraged to provide a top which shall serve to finish the building. Said top may be in the form of a cornice, a parapet, or any other indicator consistent with the design, proportions, materials and character of the building.
6. All electronic communication equipment shall be mounted in such a way that it does not negatively impact the appearance of the building on which it is placed, nor create objectionable views when seen from surrounding buildings.
7. Access by the elderly, physically handicapped and/or disabled shall meet, at a minimum, barrier free design regulations as specified in the Uniform Construction Code.
8. Roofs may contain HVAC equipment, provided however, that the equipment must be enclosed or screened. Constructed screening shall be executed in a matter that is sympathetic with the architecture of the building, and shall not be visible from an elevation of five feet above the sidewalk on the opposite side of the public right-of-way.
9. Chain link fencing shall not be permitted except during construction and for dog run enclosures. If chain link fencing is used for a dog run, it may not exceed 4 feet in height and must be surrounded by thick landscaping a minimum of 3 feet high and 1 foot deep.

10. All utility distribution lines and utility service connections from such lines to the area's individual uses shall be located underground.
11. Roofs shall include open space for building residents. Terraces, decked areas, seating areas, and landscaping should be included.
12. Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving materials, changes in height incorporating stairs or any other indicator shall be incorporated into the main entrance design
13. Required amenities:
 - a. Laundry facilities. A minimum of one (1) washer and dryer for every ten (10) units with a minimum of one (1) washer and dryer on each residential floor must be provided; OR a washer and dryer in each residential unit.
 - b. Bicycle storage in accordance with City standards

B. Building Design – Adaptive Reuse District - Preservation and rehabilitation are the primary objectives of this district's design controls

1. Existing buildings shall implement rehabilitation that restores the building's exterior façade to its original profile to the extent possible within reasonable engineering methods and cost. Restoration of original window and door openings is encouraged to the extent feasible.
2. The distinguishing original qualities or character of a building, structure or site and its environment shall not be destroyed. The removal or alteration of any historic material or distinctive architectural features should be avoided when possible.
3. All buildings, structures and sites shall be recognized as products of their own time. Alterations which have no historical basis and which seek to create an earlier appearance shall be discouraged.
4. Distinctive stylistic features or examples of skilled craftsmanship which characterize a building, structure or site shall be treated with sensitivity.
5. Deteriorated architectural features shall be repaired rather than replaced wherever possible. In the event that replacement is necessary, the new material should match the material being replaced in composition, design, color, texture and other visual qualities. Repair or replacement of missing architectural features should be based on accurate duplications of features, substantiated by historical, physical or pictorial evidence rather than on conjectural design or the availability of different architectural elements from other buildings or structures.
6. The surface cleaning shall be undertaken with the gentlest means possible. Sandblasting and other cleaning methods that will damage the historic building materials are strictly forbidden as they destroy the essential water resistant glazing on the exterior of brick and masonry, and scour, scar and obliterate the surface.
7. For new construction as an addition to the existing buildings, the following shall apply:
 - i. Vertical additions shall not be made to replicate the original building in materials or color. Additions shall be primarily of glass and steel with other modern material details. Glazing on additions must be a minimum of 75%.
 - ii. All vertical additions shall incorporate flat roofs
8. Contemporary design for alterations and additions to existing properties shall not be

discouraged when such alterations and additions do not destroy significant historic, architectural or cultural material and such design is compatible with the size, scale, color, material and character of the property, neighborhood or environment.

9. Wherever possible, new additions or alterations to structures shall be done in such a manner that if such additions or alterations were to be removed in the future, the essential form and integrity of the structure would be unimpaired.

C. Building Design - Residential District - as it pertains to new construction.

1. All facade vents for air conditioning or heating units must be incorporated into the window design such that vent grills and windows appear as a single unit. This is best achieved by lining up vent grills with the vertical or horizontal edge of the adjacent window and matching the window's length or width or using a spandrel panel to fill any voids.
2. Synthetic stucco materials such as EIFS are prohibited.
3. Concrete block may not be used as a primary material on any facade.
4. Cantilevered balconies are prohibited along rights-of-way.
5. Use of chain link fencing, razor wire, barbed wire, or other similar security devices is expressly prohibited. Chain link fencing may be temporarily utilized during construction only.
6. All landscaping must be curbed by a concrete, brick, metal, or stone curb measuring a minimum of 6 inches in height and 4 inches in width surrounding all landscaped areas, except for rear yard areas.
7. All buildings must be designed to have attractive street frontages with quality materials.
8. Flat roofs are required.

X. LANDSCAPING AND LIGHTING

- A. Landscaping shall be required for any part of any parcel not used for buildings, off-street parking, or loading space. The developers' plan shall include plans for landscaping indicating the location, size and quantity of the various species to be used. Areas reserved for future development shall, as a minimum, be seeded with Perennial Rye Grass, or equivalent.
- B. Greenspace (trees, shrubs, flowers, etc.) shall be used as buffers and to accent entrances, arcades and sidewalks.
- C. In cases where, because of topographic issues and/or preexisting building conditions, garage parking is partially below grade and unable to be "wrapped" with ground floor retail, it is required that the perimeter landscaping be planted in a raised planting bed. This planting bed must be approximately 30" high with a seating wall of brick/masonry construction that complements the design of the building. Plantings in this bed must be a thick shrubbery variety a minimum of 3 feet high from the top of the wall.
- D. All plant material used must be able to withstand an urban environment. All screen planting shall be a minimum of three (3) feet high 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.
- E. Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.

- F. Underground watering facilities shall be encouraged for all landscaped areas.
- G. Trees and shrubs shall be planted along curblines of streets at a maximum of 40 feet centers or in groupings in a regular pattern to further enhance the aesthetic quality of the Redevelopment Plan Area.
- H. Parking areas for more than ten (10) vehicles, and all loading areas abutting a street, shall provide a screen planting of dense evergreen not less than three (3) feet high along any street line and along all property lines except those instances where a building intervenes or where the proposed plantings may interfere with site triangles.
- I. Lighting used to illuminate off-street parking and loading areas shall be arranged and shielded to prevent the spillage of light off the premises and shall be in accordance with the lighting requirements of the Land Development Ordinance.
- J. Lighting within a site shall sufficiently illuminate all areas, including those areas where buildings are set back or offset to prevent "dark corners".
- K. All lighting sources must be adequately shielded to avoid any glare. The area of illumination shall have a fairly uniform pattern averaging at least 1/2 footcandles.
- L. New lighting fixtures installed as part of site improvements shall be in scale with existing street hardware and relate to the size of the project.

XI. OTHER PROVISIONS NECESSARY TO MEET REQUIREMENTS OF STATE AND LOCAL LAWS

The Local Redevelopment and Housing Law, N.J.S.A 40A:12A-7 et seq. requires that a Redevelopment Plan shall include an outline for the planning, development, redevelopment, or rehabilitation of the project area sufficient to indicate:

- A. This law requires that a redevelopment plan shall include an outline for the planning, development, redevelopment or rehabilitation of the project area sufficient to indicate:
 1. Its relationship to definite local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreational and community facilities and other public improvements.
 2. Proposed land uses and building requirements in project area.
 3. Adequate provision for the temporary and permanent relocation, as necessary, of residents in the project area, including an estimate of the extent to which decent, safe and sanitary dwelling units affordable to displaced residents will be available to them in the existing local housing market.
 4. An identification of any property within the redevelopment area which is proposed to be acquired in accordance with the redevelopment plan.
 5. Any significant relationship of the redevelopment plan to (a) the master plans of contiguous municipalities, (b) the master plan of the county in which the municipality is located, (c) the State Development and Redevelopment Plan adopted pursuant to the State Planning Act.

6. As of the date of the adoption of the resolution finding the area to be in need of redevelopment, an inventory of all housing units affordable to low and moderate income households...that are to be removed as a result of the implementation of the redevelopment plan....
7. A plan for the provision, through new construction or substantial rehabilitation of one comparable, affordable replacement housing unit for each affordable housing unit that has been occupied at any time within the last 18 months, that is subject to affordability controls and that is identified as to be removed as a result of the implementation of the redevelopment plan....

B. In accordance with the State requirements, the following statements are made:

1. The proposals of this Plan conform with the general plan for the municipality;
2. This plan provides an outline for the development of the Garfield Avenue.
3. No residents are expected to be displaced as a result of the adoption or implementation of this Plan.
4. No properties are to be acquired, and there is no provision for eminent domain as part of this Plan.
5. The subject Area is not in proximity to other municipalities. The 2002 Hudson County Master Plan includes the following:
 - a. Objective: Protect existing neighborhoods from incompatible development.
 - b. Goals: To provide for the economic re=vitalization of the County's commercial and industrial base.
 - c. Action Strategy: Support efforts to revise State building code requirements to permit special residential uses (i.e. artists) to live in industrial buildings

The 2008 Reexamination Report adds the following:

- a. Goals: To promote compact and mixed use development patterns.
 - b. Goals: To encourage redevelopment in areas in need of rehabilitation.
 - c. Goals: To develop a diversified economy to maintain full employment.
 - d. Objectives: Encourage the adaptive reuse of older industrial facilities.
 - e. Objectives: Review on a case-by-case basis conversion of industrial buildings to commercial uses.
6. No housing units are expected to be removed as a result of the adoption or implementation of this plan.
 7. There is no known affordable housing in the Plan Area, and no housing units are identified as to be removed.

XII. PROCEDURE FOR CHANGES IN APPROVED PLAN

This Redevelopment Plan may be amended from time to time upon compliance with the requirements of law. A fee of \$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.

XIII. MAPS

See following pages.



GARFIELD AVENUE REDEVELOPMENT PLAN
MAP 1: BOUNDARY MAP

December 12, 2014



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



GARFIELD AVENUE REDEVELOPMENT PLAN
MAP 2: LAND USE MAP

December 12, 2014

-  Adaptive Reuse District
-  Residential District



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

City Clerk File No. Ord. 15.051

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 15.051

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM)
REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS
PROVISION ON BLOCK 11508 ALONG THE LUIS MUNOZ MARIN BOULEVARD
FRONTAGE AND TO EXPAND THE 4 STORY SUB-DISTRICT "A" ZONE**

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

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the MGM Redevelopment Plan Area on February 1, 2006 and last amended June 19, 2013; and

WHEREAS, at its meeting of April 7, 2015 the Jersey City Planning Board discussed the proposed amendments and recommended their adoption to the Municipal Council; and

WHEREAS, the Redevelopment Plan reflecting the proposed amendments is attached hereto and made a part hereof, and is available for public inspection at the Office of the City Clerk in City Hall, 280 Grove Street, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed Amendments to the MGM Redevelopment Plan Amendments, dated April 9, 2015, entitled Draft 8 - As Recommended by the Planning Board, attached hereto, be, and hereby is, adopted.

BE IT FURTHER ORDAINED THAT:

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

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

APPROVED AS TO LEGAL FORM

APPROVED:

Corporation Counsel

APPROVED:

Business Administrator

Certification Required

Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM) REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS PROVISION ON BLOCK 11508 ALONG THE LUIS MUNOZ MARIN BOULEVARD FRONTAGE AND TO EXPAND THE 4 STORY SUB-DISTRICT "A" ZONE

Initiator

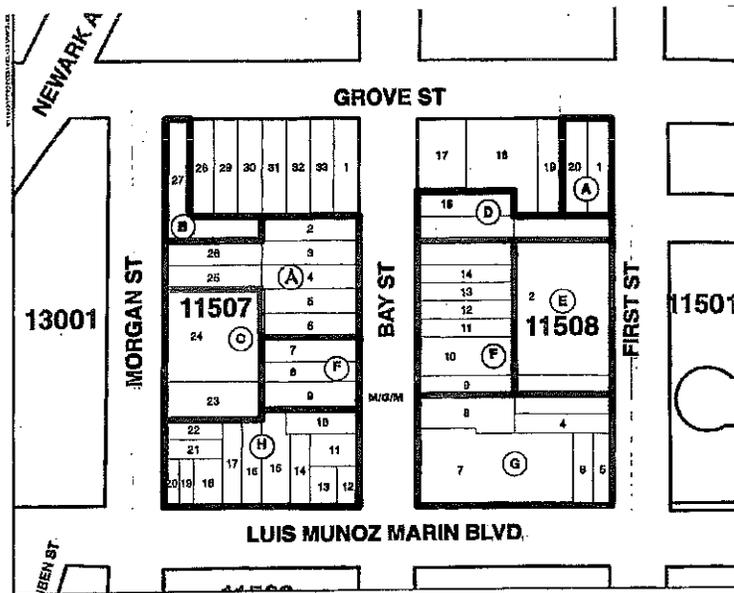
Department/Division	HEDC/Planning	
Name/Title	R. Cotter, Director, PP, FAICP	M. Bucci-Carter, Supervising Planner, PP, AICP
Phone/email	201-457-5050 ; bobbye@icnj.org	201-547-4499; maryannb@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Purpose

These amendments create a bonus provision to allow a building on Block 11507 (Morgan, Marin, Bay and Grove) to rise to a maximum of 375 feet in return for bonus payments to the City of Jersey City which be utilized to provide one or more of the following Community Benefits: 1) To assist in providing affordable housing within the City of Jersey City; 2) To acquire and improve public open space in the Harsimus Cove Neighborhood 3) To provide for physical improvements to public rights-of-way within the community in order to enhance the aesthetics and safety of the streetscape and pedestrian environment. Other improvements required by the bonus include: the creation of a landscaped open-space area at the corner of Bay Street and Marin Boulevard greater than 3,000 sq.ft. that will contain public amenities of a tree bosque, seating, bike racks, perennial and annual planting bed; increased sidewalk width; and, the strengthening of building design and façade standards.

Also amended is a portion of Sub-District "C" is changed to Sub-District "A".



MAP 3: Morgan / Grove / Marin (MGM)
Revised: May-2013- March 2015

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

R. Cotter

4/13/15

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MORGAN/GROVE/MARIN (MGM) REDEVELOPMENT PLAN TO CREATE A COMMUNITY BENEFIT BONUS PROVISION ON BLOCK 11508 ALONG THE LUIS MUNOZ MARIN BOULEVARD FRONTAGE AND TO EXPAND THE 4 STORY SUB-DISTRICT "A" ZONE

These amendments create a bonus provision to allow a building on Block 11507 (Morgan, Marin, Bay and Grove) to rise to a maximum of 375 feet in return for bonus payments to the City of Jersey City which be utilized to provide one or more of the following Community Benefits: 1) To assist in providing affordable housing within the City of Jersey City; 2) To acquire and improve public open space in the Harsimus Cove Neighborhood 3) To provide for physical improvements to public rights-of-way within the community in order to enhance the aesthetics and safety of the streetscape and pedestrian environment. Other improvements required by the bonus include: the creation of a landscaped open-space area at the corner of Bay Street and Marin Boulevard greater than 3,000 sq.ft. that will contain public amenities of a tree bosque, seating, bike racks, perennial and annual planting bed; increased sidewalk width; and, the strengthening of building design and façade standards.

Also amended is a portion of Sub-District "C" is changed to Sub-District "A".

Morgan/Grove/Marin

Redevelopment Plan

City of Jersey City

DIVISION OF CITY PLANNING

**Proposed Amendment to create a Community Benefit Bonus on Block 11508
along Luis Munoz Marin Boulevard Frontage**

Issued by the Jersey City Division of City Planning

April 9, 2015 - Draft 8

Proposed text additions are shown as bold italic, *thusly*
Proposed text deletions are shown as a strikethrough, ~~thusly~~

Adopted by Ordinance, February 1, 2006
Block & Lot Updates – August 6, 2012
Amended September 13, 2012 – Ord. 12-112
Amended November 28, 2012 – Ord. 12-143
Amended February 13, 2013 – Ord. 13-009
Amended June 19, 2013 – Ord. 13-075

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MORGAN/GROVE/MARIN

REDEVELOPMENT PLAN

I. INTRODUCTION

The Morgan/Grove/Marin Redevelopment Area (hereinafter the MGM Area, 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.) as part of the "Powerhouse Arts District Study Area", by resolution of the Jersey City Municipal Council on July 14, 2004 following recommendation by the Jersey City Planning Board.

However, the MGM Area was not included in the Powerhouse Arts District Redevelopment Plan as adopted by the Jersey City Municipal Council. It was felt that although the MGM Area was indeed an area in need of redevelopment, it was sufficiently different in character to warrant its own redevelopment plan. The Powerhouse Arts District Area is dominated by large historic warehouse and industrial structures, whereas the MGM Area is comprised of a mixture of smaller residential uses and commercial uses, some on smaller lots and others on larger sites comprised of an assemblage of smaller lots, and vacant land.

The MGM Area is adjacent to the Powerhouse Arts District Redevelopment Area on the east; but separated by Marin Boulevard, a major north south street providing access to the Holland Tunnel and the City of Hoboken to the north. The MGM area also borders the Grove Street II Redevelopment Area just across Morgan Street to the South. The Grove Street II Redevelopment Area permits high rise (up to 330 feet in height) mixed-use development. To the west, the MGM Area borders the Grove Street commercial district and the Harsimus Cove historic district. This is an area of primarily four story stone and masonry construction dating from the 19th century. To the north, several redevelopment plans extend along Marin Boulevard and Manila Avenue (formerly Grove Street), including Grove Street N.D.P., Henderson Street South and the Luis Munoz Marin Redevelopment Areas. These areas are now developed with low, medium and high-rise residential structures.

The MGM Area is surrounded by redevelopment plans on three sides and the Grove Street Neighborhood Commercial District and Harsimus Cove Historic District on the fourth side. It is located between large scale, high intensity redevelopment areas to the east and south and more traditional historic neighborhoods and redeveloped neighborhoods to the west and north. This area has lagged far behind the redevelopment and rehabilitation that has occurred in the surrounding area. Clearly, it is now time for the City to take a more pro-active role in the redevelopment of this critical area. The purpose of this Plan is to provide a comprehensive redevelopment plan that will allow and encourage the redevelopment of this Area, which can serve as a transitional area between the higher intensity mixed-use areas to the south and east, and the more traditional residential neighborhoods to the north and west.

II. BOUNDARIES

The MGM Area consists of Tax Lots found on Tax Blocks 11507 and 11508 in the Downtown section of Jersey City. The following are the Block and Lot numbers which are to be included in the Area.

Block	Lot	Address	Block	Lot	Address
11507	12	349 Luis M Marin Blvd.	11508	15	198-200 Bay Street
11507	25	196 Morgan St.	11508	10	186-188 Bay St.
11507	26	198 Morgan St.	11508	9	184 Bay St.
11507	23	186-188 Morgan St.	11508	7	351-61 Luis M Marin Blvd.
11507	27	338 Grove St.	11508	6	363-65 Luis M Marin Blvd.
11507	13	347 Luis M Marin Blvd.	11508	20	366 Grove St.
11507	2	199 Bay Street	11508	1	368 Grove St.
11507	3	197 Bay St.	11508	2	187-197 First St.
11507	4	195 Bay St.	11508	11	190 Bay St.
11507	5	193 Bay St.	11508	12	192 Bay St.
11507	6	191 Bay St.	11508	13	194 Bay St.
11507	14	345 Luis M Marin Blvd.	11508	14	196 Bay St.
11507	15	343 Luis M Marin Blvd.	11508	16	202 Bay St
11507	11	181 Bay St.	11508	3	183-185 First St.
11507	10	183 Bay St.	11508	4	181 First St.
11507	9	185 Bay St.	11508	8	180-182 Bay St.
11507	8	187 Bay Street			
11507	7	189 Bay Street			
11507	24	190-194 Morgan St.			
11507	22	184 Morgan St.			
11507	21	182 Morgan St.			
11507	20	331 Luis M Marin Blvd.			
11507	19	333 Luis M Marin Blvd.			
11507	18	335-37 Luis M Marin Blvd.			
11507	17	339 Luis M Marin Blvd.			
11507	16	341 Luis M Marin Blvd.			

The boundary of the Redevelopment Area is also depicted on Map 1 – Boundary Map.

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 along Grove Street and Marin Boulevard, and residential uses above and elsewhere in the Redevelopment Area.
- B. Encourage the assemblage of lots within the Area in order to create suitable sites for more comprehensive development, while also allowing development on the many pre-existing smaller lots in order to provide for transitional development between the more traditional neighborhoods in the surrounding area and the more intensive mixed-use areas to the south and east.
- 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 on-site parking and maximize the use of mass transit in order to take advantage of the new PATH entrance located one block south at the corner of Marin Boulevard and Columbus Drive and the new Hudson-Bergen Light Rail station located just to the east.
- E. To integrate new development within the Area into the surrounding community by encouraging new development, that can act as a transitional element between the surrounding area's adjacent high-rise office and mixed-use developments, and the adjacent lower-rise historic commercial and residential areas.
- F. Maximize the participation by the private sector by allowing for development on a variety of different lot sizes so as to minimize the need for acquisition by the public sector through eminent domain.
- G. The improvement of the pedestrian environment and traffic circulation for the contemplated new development by prohibiting all vehicular access to the site from Marin Boulevard and Grove Street, limiting ingress and egress points to major development on other streets, 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.
- D. Construction of new structures and complementary facilities that are consistent with the land use patterns in the surrounding area.

V. GENERAL ADMINISTRATIVE REQUIREMENTS

The following provisions shall apply to all property located within the MGM 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 a use that is not a permitted use within this Plan. An application requesting a deviation from the requirements of this Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

- 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 MGM 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 structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk. Buildings shall be designed to be attractive from all vantage points, such that similar façade materials and detailing is used on all facades.
2. Any existing building to be retained and rehabilitated shall comply with the Department of the Interior Rehabilitations Standards for guidance in selecting materials and methods of rehabilitation.
3. Buildings shall be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment. Specifically, at least seventy (70) percent of the ground floor frontage of any project along Marin Boulevard and/or Grove Street shall be dedicated to commercial uses and/or pedestrian access areas such as retail sales of good and services, restaurants, banks, offices, building entrances and lobbies; which shall have direct access from the sidewalk area. Main-building entries shall be prominent and easily identifiable,

and shall not occur simply as voids within or between buildings. Townhouse style units and/or buildings shall provide a raised stoop with at least three (3) risers at the entry.

4. Buildings shall have a clear base, middle and top. Architectural devices, such as providing stringcourses, cornices and sub-cornices, and/or horizontally differentiating surface treatments, can be used to achieve the necessary transitions.
5. The windows and glazing of a building are a major element of style that gives character to the building. Windows and glazing on ground floor commercial uses should be broad and expansive providing views into the store and display areas. At least seventy-five (75%) percent of the storefront façade shall be glass. 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.
6. Buildings along Grove Street shall be designed to be compatible with the 19th century character of the existing buildings along Grove Street in terms of materials, window placement and other architectural elements. Storefronts are required in all such buildings and shall also reflect the design of the existing storefronts along Grove Street in terms of display windows, materials, sub-cornice line and other architectural features.
7. Windows in residential portions of a building shall be arranged such that the vertical dimension, or height, is greater than the horizontal dimension, or width. However, bay windows, bow windows or other window features may also be incorporated into the façade to provide architectural interest and character, provided that the overall verticality of the structure is not adversely affected. Scattered window façades shall not be allowed. Each façade shall present a unified, rational composition. Corner buildings shall have windows on both street frontages. The window sill of any residential window sill facing a public street shall not be less than five (5) feet above the elevation of the adjoining sidewalk.
8. Balconies and terraces may extend from the building when facing into interior courts. However, all balconies facing onto streets shall be very shallow and recessed to prevent their use as storage spaces.
9. EIFS (Exterior Insulating Finishing Systems, artificial stone and artificial brick veneer ("Permastone" & "Brickface"), concrete or split-face block, and/or plastic type artificial siding materials may not be used as façade cladding within this Redevelopment Area.
10. 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.
11. 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.

12. All mechanical 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 materials used in the construction of the building, such that the screening appears to be an integral part of the building. The screening shall not impair the functioning of the equipment. Interior locations to the principal building or underground locations must be utilized.
13. Ventilation equipment required for commercial uses shall be vented through the roof of the building. All such equipment ventilated through the roof and screened in compliance with paragraph 6 above. The necessary incorporation of ventilation grillwork within the storefront façade system shall be limited to no more than 15% of the possible glazing area. Such grillwork shall be architecturally incorporated within the storefront design so as to compliment and add to the overall aesthetic affect of the commercial façade. Exposed ventilation pipes and risers are prohibited.

B. Streetscape 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. The streetscape plan shall be submitted to the Jersey City Planning Board for its review and approval as part of the project site plan application and implemented as part of the construction of the project.
2. Sidewalks 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. All sidewalks along Marin Boulevard must be a minimum of 15 feet wide, and all sidewalks adjoining development utilizing the Community Benefit Bonus option must be 15 feet wide.
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 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.
6. Outdoor landscaped open space areas shall be provided for all new construction within the Redevelopment Area and shall occupy any required rear yard areas or be constructed on a deck over any parking structure. Additional open space areas may be provided after Planning Board review and approval. All areas not covered by a building or necessary paved areas shall be landscaped with trees, shrubs, groundcovers or other appropriate plant material.
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.

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 Bay Street, Morgan Street and/or First Street only. No access to parking shall be provided from Grove Street or Marin Boulevard. 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 at the top of all parking structures.
2. All parking structures are to be designed to disguise the parking use within. All parking and mechanical related areas shall be wrapped along the exterior by occupied active building uses, such as commercial storefronts and residential units. Two exceptions may be permitted by the Planning Board:
 - a.) One Utility room may occupy no more than fifteen (15%) percent or fifteen (15) linear feet (whichever is less of any one single façade, but shall not be located along Marin Boulevard or Grove Street.
 - b.) Where a site has frontage on at least three (3) streets, a small portion of the garage façade may adjoin the street right-of-way line on one façade in order to provide design flexibility and efficiency in the parking layout. This portion of the garage façade shall be limited to not more than seventy (70) feet in length along one street and the façade must be disguised or masked through architectural design treatments as further described below; also, any utility areas requested pursuant to item a.) above shall be located within this seventy (70) feet of frontage, and the 70 feet shall not be located along Marin Boulevard or Grove Street.

3. Where an occupied active building use is not utilized to mask the parking within the building, the façade of the parking structure shall be designed to disguise the parking use to the greatest degree possible. 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 and materials. All openings in the parking structure facade shall be of the punched style. These openings shall be consistent with the rhythm of the window openings serving the principal uses within the building. They shall be covered by glass or metal in such a way that the exterior design 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. In lieu of glass, the openings may be covered by a hinged solid metal plate/shutter, or recessed decorative grill over a louvered opening as described below. Blind windows, where appropriate shall also be permitted. Where louvers are needed or proposed, decorative grills shall be installed over functional louvers, or other comparable decorative material shall be used in openings or portions of the openings resembling the windows provided above and/or below parking levels. 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 Grove Street or Marin Boulevard.
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. Where buildings incorporate internal above grade parking garages, facade treatments shall be utilized which integrate their appearance with that of the building as a whole.

9. Developers shall demonstrate to the Board's satisfaction that sufficient off-street loading is provided to meet the needs of the proposed uses.
10. Valet parking may be allowed if it can be demonstrated that an efficient, safe means of operation will be provided, but in no case shall the maximum number of permitted parking spaces be exceeded.
11. All parking provided within the Redevelopment Area shall be for the sole use of the residents or tenants of the building in which the parking is located. Provided, however, that on a large site where multiple buildings are constructed, parking may be shared between the buildings. Parking may not be leased to commuters or other non-residents or non-tenants of the building.
12. 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 facade 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 storefront (ground floor) to which it is attached. 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.

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, up-lights. Internally lit signs and sign boxes are prohibited.
 - h. During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed Fifty (50) square feet.
3. Prohibited Signage: The following signs and devices shall not be permitted within the MGM 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 a relatively compact area, consisting of parts of two city blocks. Although relatively small in size, the Redevelopment Area is fairly complex in terms of the variety of land-uses and intensity of development that surround it. Large scale mixed-use projects and the Powerhouse Arts District surround the Redevelopment Area to the south and east, while more neighborhood scale development and the Harsimus Cove Historic District are located west and north of the Redevelopment Area. It is the intent of these regulations to allow

the MGM Redevelopment Area to act as a transitional area; to allow for larger scale development on larger lots, especially in the eastern and northern sections of the Redevelopment Area, while also allowing for appropriate development on the many smaller lots that exist within the Redevelopment Area.

Base Zone Development Standards

These standards shall apply throughout the plan area except for where the Community benefit Bonus criteria is set and applied, or for any development on Block 11507 Lot 27 which shall be regulated by the site plan and variance approval granted by the Jersey City Board of Adjustment.

A. Principal Permitted Uses

1. Townhouses
2. Multi-family Apartment Buildings.
3. Governmental uses.

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

1. Work/Live Units
2. Work/Live Artist Studios.
3. Theaters, performance and rehearsal spaces
4. Commercial Uses – limited to the ground floor of multi-family buildings fronting on Grove Street and/or Marin Boulevard only. ***The commercial frontages may wrap around onto the side streets. However, entrances shall be on Grove Street and/or Marin Boulevard only. Entrances may also front upon the open space plaza required pursuant to the Community Benefit Bonus of Block 11508, referenced in paragraph L of this section.***
 - a. Retail sales of goods and services.
 - b. Restaurants, category one and two.
 - c. Bars.
 - d. Offices.
 - e. Financial institutions.
 - f. Art Galleries.
5. Off-street parking, only within structures as part of the principal building.
6. Recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
7. Community rooms.
8. Fences and walls.
9. Home occupations.
10. Outdoor seating in conjunction with a restaurant after site plan review and approval.
11. Signs.

- C. Permitted Density – In order to encourage the consolidation of lots into larger development parcels, while at the same time permitting reasonable development on the many existing smaller lots, the permitted density will vary in relation to both location and lot size.

Lot Size	Permitted Density
Up to 2,500sq. ft.	55 d.u. per acre
2,501 to 5,000sq. ft.	75 d.u. per acre
5,001 to 9,999 sq. ft.	90 d.u. per acre
10,000 to 14,999 sq. ft.	120 d.u. per acre
15,000 sq. ft. and above	As listed below.

Block 11507 – One Hundred and Eighty (180) units per acre.

Block 11508 – One Hundred and Sixty-Five (165) units per acre.

- D. Minimum Dwelling Unit Size

1. Studio: 500 square feet
2. One Bedroom: 700 square feet
3. Two Bedroom: 950 square feet
4. Apartments with more than two bedrooms shall be a minimum of 950 square feet plus 250 square feet for each additional bedroom over two bedrooms.

- E. Permitted Height - Building height shall be as indicated on
Map 3 – Permitted Height, *revised March 2015*

1. Additional Height Regulations:

- a. All new buildings fronting on Grove Street shall be four (4) stories tall and match the height of the adjoining buildings on Grove Street. Existing buildings on Grove Street shall maintain their existing heights.
- b. Any building constructed in sub-districts F, G and H as indicated on Map 3 – Permitted Height shall be permitted two additional residential stories above the permitted height, provided that they are set back at least ten (10) feet from the front façade and the total height of the building is not increased by more than twenty (20) feet above the permitted height.
- c. ***In sub-districts that permit sixty-five feet (65) or greater, any building constructed on a lot of less than 10,000 square feet in area, shall not exceed a height of sixty-five (65) feet and it shall comply with the minimum required floor to ceiling height requirements of this plan.***
- d. All residential floors above the first floor shall have a minimum floor to ceiling height of nine (9) feet. Residential units on the first floor shall have a minimum floor to ceiling height of ten (10) feet. Residential units on the first floor of any building shall be raised at least two (2) feet above the grade of the adjoining sidewalk.

- e. Ground floor commercial areas along Grove Street shall be designed to match the height of the existing structure(s) along Grove Street. Commercial areas along Marin Boulevard shall have a minimum floor to ceiling height of sixteen (16) feet. In addition, ground floor commercial space along Marin Boulevard may include a mezzanine level, which shall not be counted as a floor in conformance with International Building Code standards.
- g. f. Parapets and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance.

F. Required Lot Size – All lots existing at the time of adoption of this Plan shall be considered conforming lots and may be developed in conformance with this Plan.

G. Permitted Coverage

Lot Size	Building Coverage	Lot Cov.
Up to 5,000 sq. ft.	75%	80%
5,001 to 9,999 sq. ft.	85%	90%
10,000 sq. ft. and above	100% for the parking structure portion of the building provided that the roof of the parking structure is no taller than 35 feet and the residential building above the parking structure covers no more than 65% of the site, provided landscaping is incorporated over the roof of the parking structure..	100%

H. Required Setbacks

1. Front – Front setback shall match adjoining buildings, ~~if any, however, the Maximum front yard setback shall not exceed 10 feet, and Commercial uses may be located up to the front property line in order to adjoin the sidewalk. the minimum shall not be less than what is needed to achieve minimum~~ Additional front setbacks may be required in order to meet appropriate sidewalk widths and/or to meet the Design Standards found in Section VII of this Plan. ~~Maximum front yard setback shall be 10 feet,~~

2. *The Maximum front yard setback of 10 feet may only be exceeded as necessary to allow for the plaza to be created at the corner of Louis Munoz Marin Boulevard and Bay Street pursuant to the Community Benefit Bonus of Block 11508, referenced in paragraph L of this section.*

3. Side – None required.

4. Rear –

Lot Size	Minimum Rear Setback
Up to 5,000 sq. ft.	20 feet
5,001 to 9,999 sq. ft.	15 feet
10,000 sq. ft. and above.	Zero for the parking structure portion of the building provided that the roof of the parking structure is no taller than 35 feet. The rear wall of the residential portion of the building above the parking structure may not be constructed further than 70 feet back from the front property line / street line. In the case of a corner lot or through lot, all street lines shall be considered front property lines, and the building may wrap the corner.

I. Vehicular and Bicycle Parking Requirements

1. All Residential Uses – *Off-Street Parking*

Lot Size	Minimum	Maximum
Up to 2,500 sq. ft.	Zero	1.0 space per unit
Over 2,500 sq.ft.	0.5 space per unit	1.0 space per unit

2. All Other Uses – *Off-Street Parking*

Minimum – Zero Maximum - 1.0 space per 1,000 sq.ft.

~~3. Bicycle storage shall be accommodated in the building at a rate of 0.5 bicycles per dwelling unit. All development is required to provide on-street bike parking along the street frontage in addition to interior storage.~~

J. Abutting Luis Munoz Marin Blvd.: A minimum of 5 feet step back is required at the top of the fourth (4th) story.

K. Community Benefit Bonus *on Block 11507*: The following development regulations shall apply to development parcels on Block 11507 that meet the criteria listed below:

- Possess at least 150 feet of frontage on Marin Blvd.;
- Consist of at least 25,000 square feet; and
- The proposed development of the parcel must include a theater of at least 6,250 square feet which shall include an area for seating for an audience of at least one hundred and twenty-five (125) persons, a stage and back stage areas, rehearsal area and dressing rooms, an entry lobby at street level with appropriate signage and/or marquee, a lounge/café area with appropriate preparation facilities, office and storage areas. The theater space shall be sufficiently completed so as to be fully operational as a theater, including electrical systems, HVAC equipment and facilities as necessary for the

safe and effective operation of the theater. The theater area shall be donated to a school of higher education, a qualified 501(c)3 not-for-profit arts/theater group or qualified community group for a period of not less than 20 years, which shall operate the theater.

1. Permitted and Accessory uses – Same as Base Zoning
2. Minimum Dwelling Unit Size – Same as Base Zoning, density shall be dictated by unit size and building form requirements.
3. Permitted Height
 - a. All buildings shall have a base, which may contain any permitted or accessory use and shall have a maximum height of 75 feet.
 - b. Buildings may also have a tower above the base. The maximum height of the tower, inclusive of the base height, shall not exceed 400 feet in total.
 - c. Additional height requirements – same as paragraph E.1 above.
4. Tower Dimensions – The maximum length of any tower face may not exceed 110 feet on any side, nor shall the floor plate exceed 10,000 square feet in area.
5. Maximum Permitted Building Coverage – 100% for the base of the building and 40% for the tower portion of the building.
6. Required Setbacks:
 - a. Front – Front setback shall match adjoining buildings and the predominant setback of the street, but in no instance shall the sidewalk width be reduced beyond the minimum required by this plan to accommodate the prevailing setback. Commercial uses may be located up to the front property line in order to adjoin the sidewalk. Additional front setbacks may be required in order to meet appropriate sidewalk widths and/or to meet the Design Standards found in Section VII of this Plan.
 - b. Side – Zero required, except as necessary to meet building, fire and safety codes.
 - c. Rear – Zero where no windows are proposed in the building façade, a minimum of 10 feet where windows are proposed, and such additional distance as necessary to meet building, fire and safety codes.
 - d. Minimum distance between tower elements shall be 100 feet.
7. Abutting Luis Muñoz Marin Blvd.: A minimum of a 5 foot step back is required at the top of the fourth (4th) story.
8. Parking Requirements
 - a. Residential – Minimum of 0.25 per unit; Maximum of 0.5 per unit
 - b. All other uses – Minimum of Zero; Maximum of 0.5 per 1,000 square feet
 - c. Bicycle Requirements – same as Base Zoning
9. Building Façade and Fenestration
 - a. The side and rear façades of the building base shall be *standard or Norman, non-jumbo* brick or a material that the Planning Board

determines to be consistent with the character of the low rise neighboring properties.

- b. When the side or rear yard setback is 10' from the property line or less, the building base along these façades shall contain recessed brick elements to mimic windows.
- c. All façades of the tower shall be of equal design in detailing and materials.
- d. A significant top, depicted by more than lighting, shall be incorporated into the building tower to provide a unique design element for the community and to allow the tower to be identified at a distance as a beacon and transit oriented building.

L. *Community Benefit Bonus on Block 11508: The following development regulations shall apply to development parcels on Block 11508 that meet the criteria listed below:*

- *The parcel must encompass the entire frontage along Marin Boulevard;*
- *The parcel must consist of at least 25,000 square feet; and*
- *The proposed development of the parcel must include a landscaped open-space area at the corner of Bay Street and Marin Boulevard within the parcel boundary. It shall contain public amenities such as; but not limited to, a tree bosque, seating, bike racks, perennial and annual planting beds, and be at least 3,000 square feet in size. Said open-space shall be at or close to street level and open to the public, but shall be maintained by the developer or owner of the development parcel.*
- *Windowed bays encompassing a minimum of 75% of the first floor façade are required along the frontage of the open space plaza and Luis Munoz Marin Boulevard. The windows must retain open views into the retail space and shall not be blocked by any permanent or temporary structure such as; but not limited to, display case, freezer, furniture, signage , shelving, etc.*

1. *Bonus Requirements –*

- a. *Projects that meet the above bonus criteria are eligible to receive additional bonus dwelling units above the base density permitted by the Redevelopment Plan based on a Community Benefit donation to the City at the rate beginning at \$10,000 per additional dwelling unit.*
- b. *The maximum permitted unit count shall be limited by the dwelling unit size and building bulk and design requirements specified below.*
- c. *The required bonus payment shall be made in two installments; fifty percent (50%) prior to the issuance of any building permit for the approved project and fifty percent (50%) prior to the issuance of any certificate of occupancy for the project.*
- d. *These bonus payments to the City of Jersey City shall only be utilized to provide one or more of the following Community Benefits: 1) To assist in providing affordable housing within the City of Jersey City; 2) To acquire and improve public open space in the Harsimus Cove Neighborhood 3) To provide for physical improvements to public*

- rights-of-way within the community in order to enhance the aesthetics and safety of the streetscape and pedestrian environment;*
- e. Moneys designated to provide affordable housing shall be deposited into the City of Jersey City Affordable Housing Trust Fund.*
 - f. Moneys designated for the acquisition and improvement of public open space and/or improvements to public rights-of-way within the community shall be deposited in a separate dedicated City of Jersey City account to be established for the exclusive purpose of providing these improvements as approved by the Municipal Council of the City of Jersey City.*
 - g. The \$10,000/bonus unit payment amount shall increase annually based on the published percentage increase of the Consumer Price Index, for the prior year beginning on January 1, 2016. Specifically, the CPI for urban wage earners and clerical workers in the North Eastern United States (New York-Northern New Jersey-Long Island, NY-NJ-CT-PA). In the event of a decline of this CPI, the contribution amount shall not decrease.*
- 2. Permitted and Accessory Uses – Same as Base Zoning Standards of Section VIII*
 - 3. Minimum Dwelling Unit Size – Same as Base Zoning Standards of Section VIII*
 - 4. Permitted Height:*
 - a. Maximum Base Height: 80 feet*
 - b. Maximum Tower Height: 375 feet , (inclusive of the base height)*
 - c. Additional Height Requirements: Buildings built pursuant to this bonus shall also be permitted two additional residential stories above the permitted height, provided that they are set back at least ten (10) feet from the front façade and the total height of the building is not increased by more than twenty (20) feet above the permitted height.*
 - 5. Tower Dimensions and Location - The maximum floor plate of the tower shall not exceed 11,000 square feet in area. The tower shall be situated on the Northeastern portion of the site.*
 - 6. Maximum Permitted Building Coverage - 90% for the base of the building and 40% for the tower portion of the building.*
 - 7. Required Setbacks and Step-backs:*
 - a. Street Lines – The setback shall be as required in order to meet the appropriate sidewalk widths and/or Design Standards found in Section VII of this Plan.*

- b. *Interior Lot Lines – Zero for the base of the building up to the top of the sixth floor. Floors within the base above the sixth floor shall be setback a minimum of 10 feet and contain over 50% glazing and a green roof or landscaped outdoor terrace.*
- c. *Abutting the Marin Boulevard Street Line – A minimum of a 7 foot step-back is required at the top of the fifth (5th) story.*
- d. *Minimum distance between tower elements located on or off the subject site shall be 100 feet.*

8. *Parking Requirements:*

- a. *Residential – Minimum of 0.25 per unit, Maximum of 0.5 per unit.*
- b. *All other uses – Minimum of Zero, Maximum of 0.5 per 1,000 sq. ft.*

9. *Building Façade & Fenestration*

- a. *The primary materials used on the facades of the building base shall be standard or Norman, non-jumbo brick or a material that the Planning Board determines to be consistent with the character of the low rise neighboring properties, however, concrete block, EIFS or other cementations concrete material are prohibited.*
- b. *Where the façade of the building base along the interior property lines cannot contain windows or only limited glazing, these facades shall contain recessed design elements to mimic windows and provide architectural interest.*
- c. *Any Blank walls may also employ the use of public art or a mural on the interior lot line walls of the building.*
- d. *All facades of the building shall be of equal design in detailing and materials. An exception may be requested for the façade treatment where a mural will be placed at the time of site plan application.*
- e. *A significant top, (depicted by more than lighting) shall be incorporated into the building tower to provide a unique design element in the skyline.*

IX. ACQUISITION PLAN

An Acquisition Plan is provided on Map 4 entitled, Morgan/Grove/ Marin (MGM) Redevelopment Plan Acquisition Map.

X. RELOCATION PLAN

There is expected to be only very limited acquisition of occupied properties by the municipality or redevelopment agency. Nonetheless, 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.

XI. CIRCULATION PLAN

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.
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 it is. To the greatest extent practical, all streets should provide on street parking on both sides of the street unless restricted by local ordinance.
3. Sidewalk areas must be provided on both sides of the street 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 serving commercial areas should be wider than those serving residential uses. Sidewalks on busier, wider streets such as Marin Boulevard and Grove Street should be wider than sidewalks on the side streets in the Redevelopment Area.

II. 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 Jersey City Master Plan and the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.
- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Zoning Ordinance for clarification. No

variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.

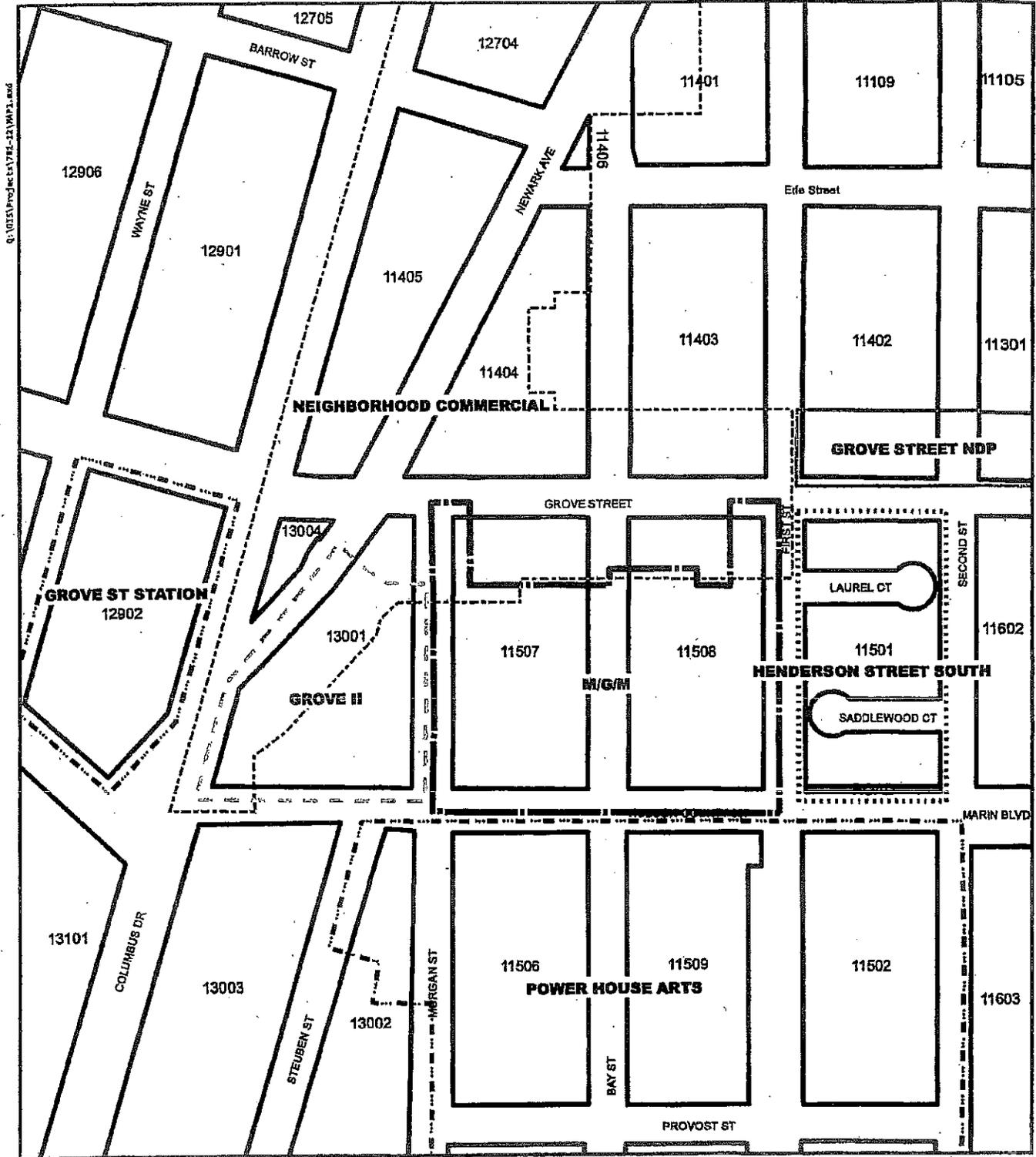
XIII. PROCEDURE FOR AMENDING THE PLAN

- 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.

XIV MAPS

Amend Map 3 - MGM Redevelopment Plan - Permitted Height to change a portion of District (C) to District (A) and amend the District (C) note to read as follows: "All buildings and structures must maintain their existing height"

A proposed map is provided, Revised: March 2015



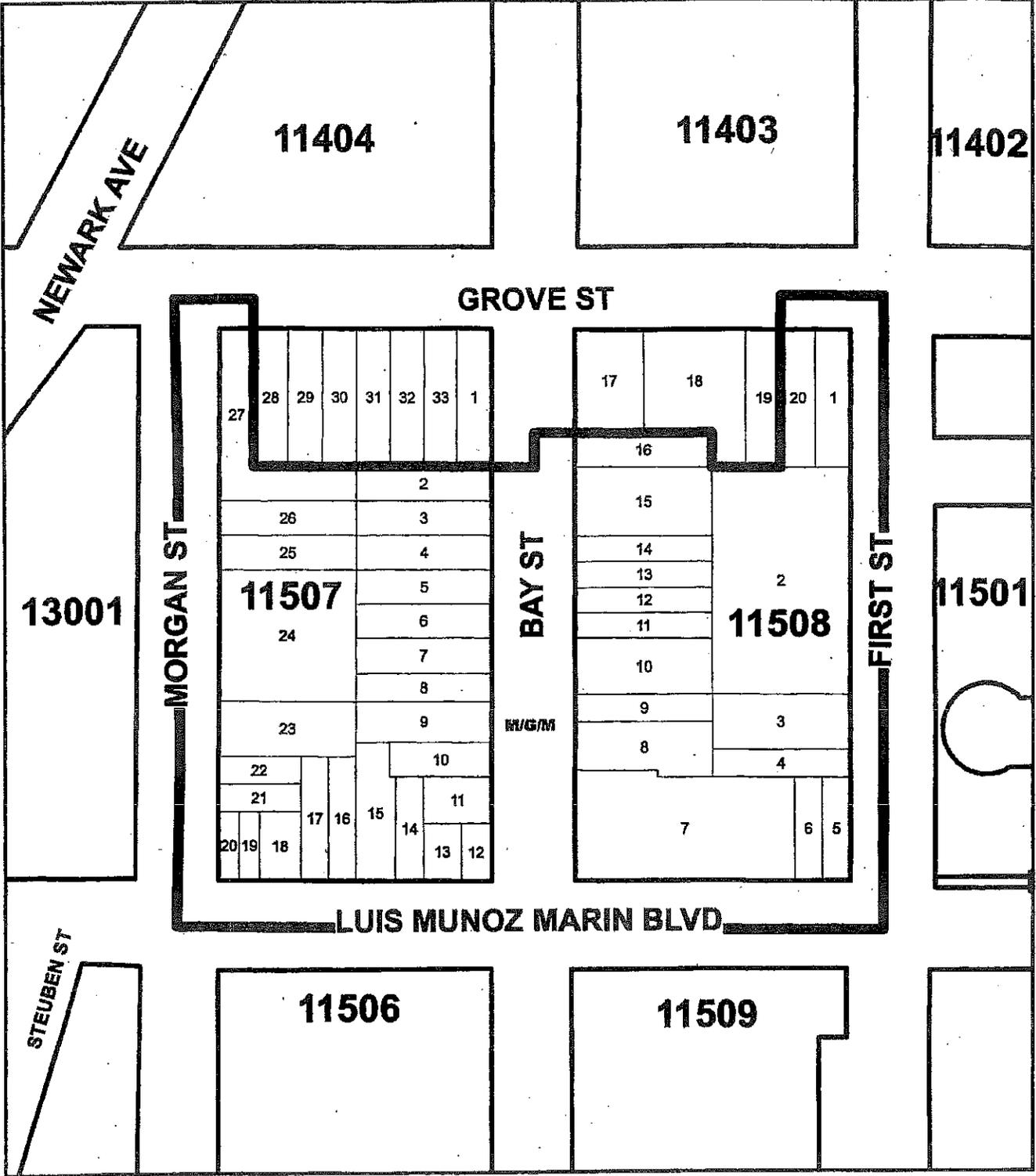
MAP 1: Morgan / Grove / Marin (MGM)
Local Area

Revised: May 2013

1 Inch = 200 feet

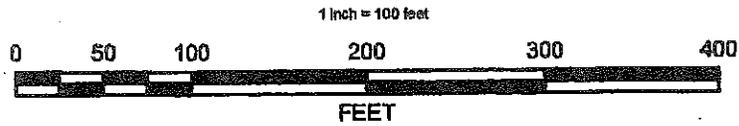


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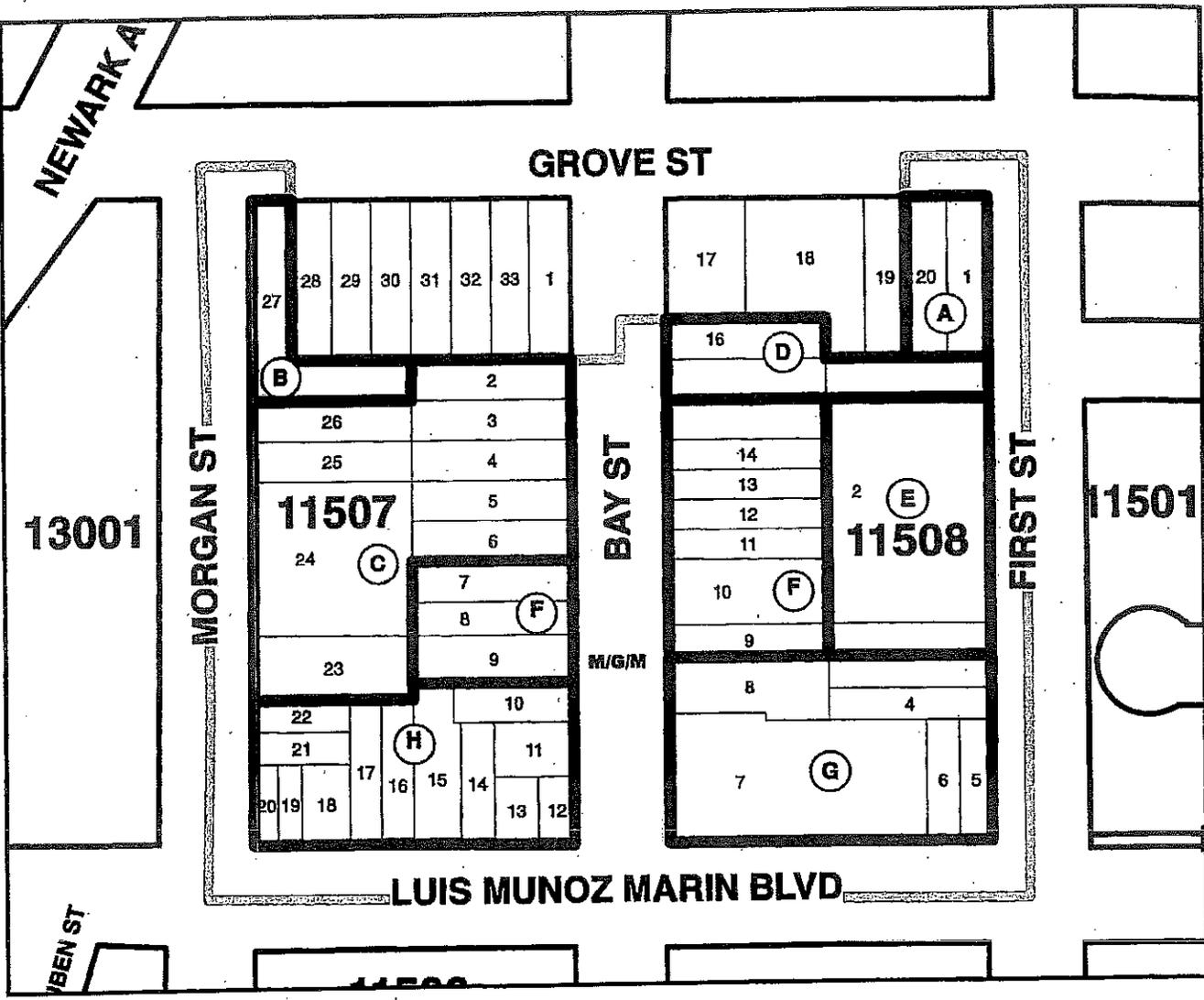


MAP 2: Morgan / Grove / Marin (MGM) Redevelopment Plan Boundary Map

Revised: May 2013



Q:\GIS\Projects\781-23\Map3.mxd

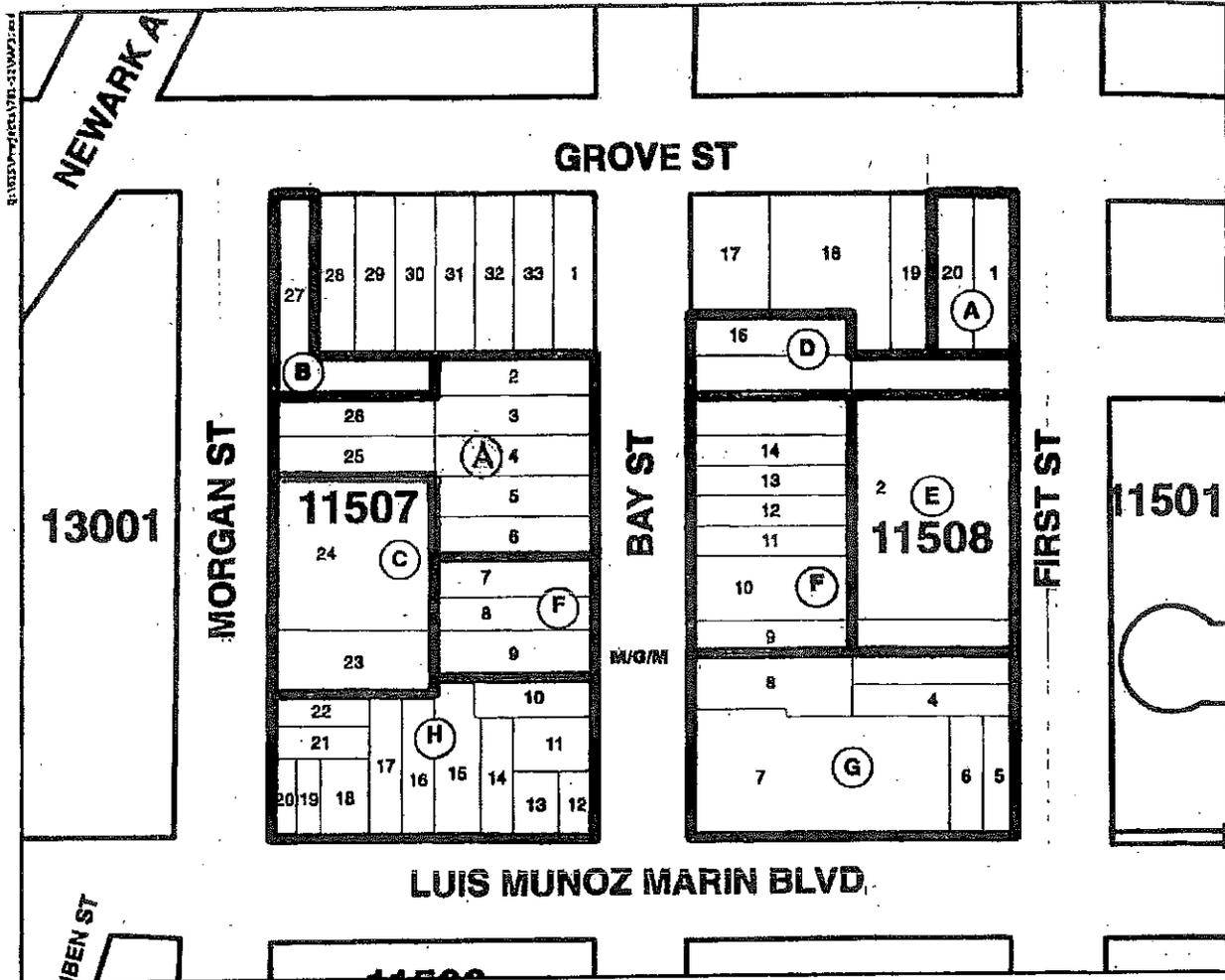


MAP 3: Morgan / Grove / Marin (MGM)
 Revised: May 2013

MGM Redevelopment Plan - Permitted Height	
Sub-District	Maximum Permitted Height <i>(Also refer to Section VIII.E.1 for Additional Height Regulations)</i>
A	Four (4) stories to match adjoining buildings on Grove Street
B	As regulated by the Board of Adjustment Site Plan and Variance Approval
C	Renovation District. All buildings must maintain their existing height. New construction on Lot 5
D	Six (6) stories and sixty-five (65) feet.
E	Eight (8) stories and eighty (80) feet.
F	Eight (8) stories and eighty (80) feet, plus setback residential floors pursuant to Section VII.1.b
G	Nine (9) stories and ninety (90) feet, plus setback residential floors pursuant to Section VII.1.b
H	Ten (10) stories and one hundred (100) feet, plus setback residential floors pursuant to Section VII.1.b



1 inch = 100 feet



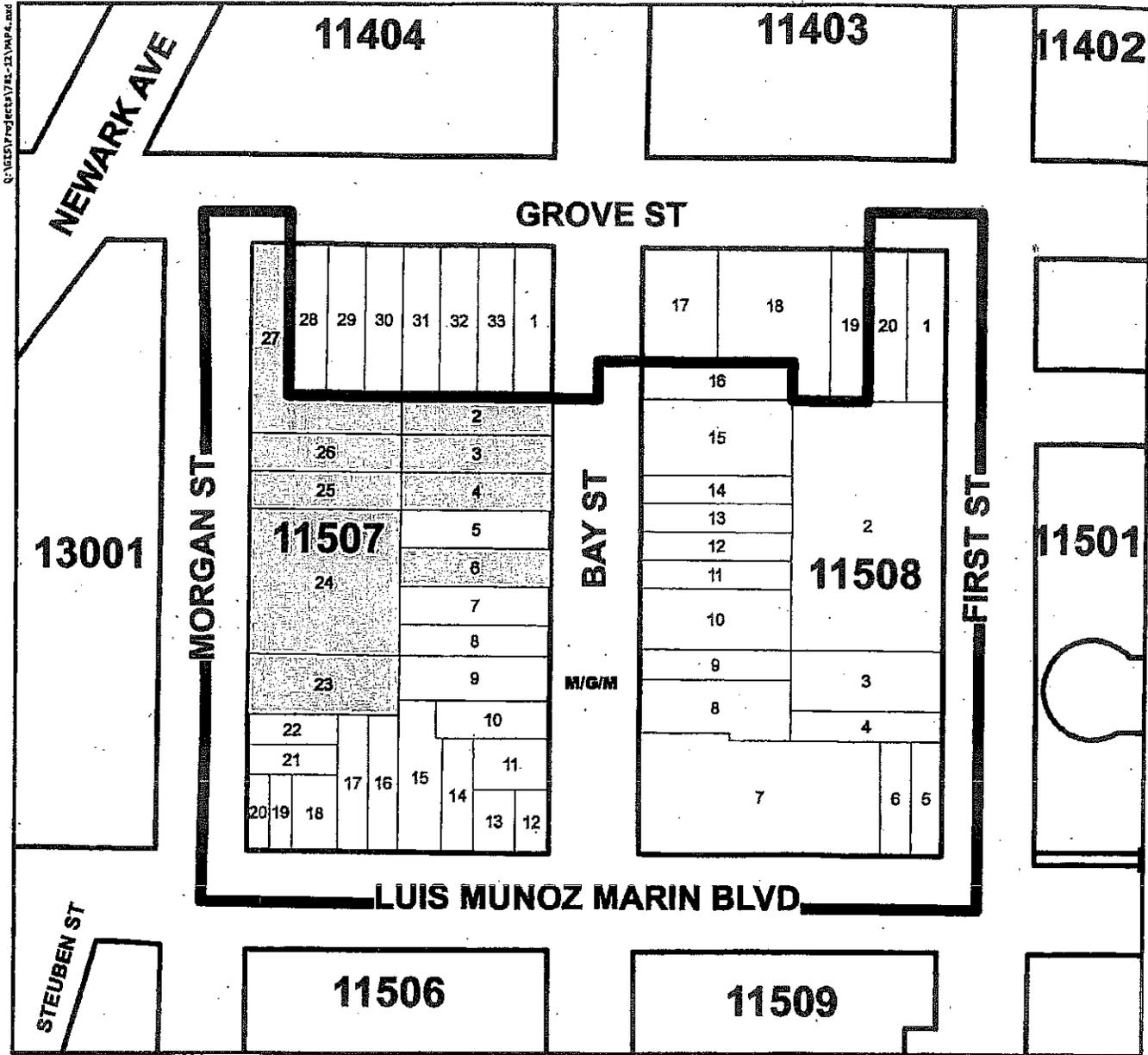
MAP 3: Morgan / Grove / Marin (MGM)

Revised: May-2013- March 2015

MGM Redevelopment Plan - Permitted Height	
Sub-District	Maximum Permitted Height <i>(Also refer to Section VIII.E.1 for Additional Height Regulations)</i>
A	Four (4) stories to match adjoining buildings on Grove Street
B	As regulated by the Board of Adjustment Site Plan and Variance Approval
C	Renovation District. All buildings must maintain their existing height. Maximum construction height is 25 feet.
D	Six (6) stories and sixty-five (65) feet.
E	Eight (8) stories and eighty (80) feet.
F	Eight (8) stories and eighty (80) feet, plus setback residential floors pursuant to Section VI.1.b
G	Nine (9) stories and ninety (90) feet, plus setback residential floors pursuant to Section VI.1.b
H	Ten (10) stories and one hundred (100) feet, plus setback residential floors pursuant to Section VI.1.b



1 inch = 100 feet



MAP 4: Morgan / Grove / Marin (MGM) Redevelopment Plan Acquisition Map

Revised: May 2013



 Properties NOT TO BE ACQUIRED



FEET
1 inch = 100 feet

City Clerk File No. Ord. 15.052

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 15.052

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT ORDINANCE ADDING A DEFINITION FOR FORMULA BUSINESSES

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 I of the Land Development Ordinance contains definitions; and

WHEREAS, the existing glossary does not include a definition for "formula business," which will be beneficial to distinguish from other uses; and

WHEREAS, City Council has determined that formula businesses that are easily recognized as offering the same merchandise or menu items and having the same branding and styling as many other locations throughout the region and therefore may detract from established community character and instill a sense of sameness to our commercial areas causing neighborhoods to feel less unique; and

WHEREAS, downtown Jersey City supports a great variety of small, unique local businesses while most national chains have been located within enclosed shopping malls, strip shopping centers, or along the waterfront. The Jersey City Municipal Council has determined that this pattern of retail development remain in order to preserve Downtown's distinctive sense of place and unique neighborhood character; 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

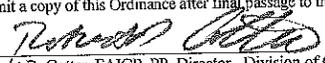
WHEREAS, the Planning Board at its meeting of April 7, 2015 did vote to recommend that the Municipal Council amend the Definitions of the Land Development Ordinance to add a definition for Formula Businesses; and

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;

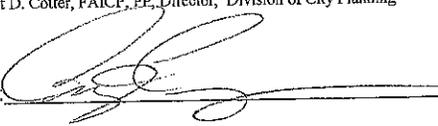
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

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: 

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: April 8, 2015
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Matt Ward, AICP
SUBJECT: LDO definition amendment to add Formula Business

The amendment before you was requested by Mayor Fulop and pertains to Formula Business restrictions to various downtown Redevelopment Plans.

Formula Business restrictions were added where most appropriate.

Formula Businesses are establishments with multiple locations that exhibit standardized characteristics such as logos, menu items, merchandise, store decor, and other standardized features. These types of business establishments, more commonly referred to as "chain stores", are frequently perceived to detract from community character by replicating the standard designs and items at every location. The Mayor requested the Planning Division to review formula business restrictions nationwide and propose a definition and set of standards appropriate for Jersey City.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AN AMENDMENT TO THE LAND DEVELOPMENT
ORDINANCE ADDING A DEFINITION FOR FORMULA BUSINESSES**

The proposed amendment will provide a definition of "formula business" to the Land Development Ordinance.

Proposed amendment to the Land Development Ordinance, Article I – Section 345-6 - Definitions

as presented to the Jersey City Planning Board on April 7, 2015

FORMULA BUSINESS:

A type of business establishment that is contractually obligated to maintain two or more standardized characteristics such as: array of merchandise, menu items, facade design, decor, color scheme, uniform apparel, signage, trademark, or servicemark; and where 10 or more other establishments that are similarly contractually obligated to the same corporate entity are in operation within 300 miles of Jersey City.

- (1) Standardized array of merchandise and menu items shall be defined as 50% or more of items from a single distributor bearing uniform markings.
- (2) Trademark and Servicemark shall be defined as a word, phrase, symbol or design, or a combination of words, phrases, symbols or designs that identifies and distinguishes the source of the goods or service from one party from those of others.
- (3) Decor shall be defined as the style of interior furnishings, which may include but is not limited to, style of furniture, wall coverings or permanent fixtures.
- (4) Color Scheme shall be defined as selection of colors used throughout, such as on the furnishings, permanent fixtures, and wall coverings, or as used on the facade.
- (5) Uniform Apparel shall be defined as standardized items of clothing including but not limited to standardized aprons, pants, shirts, smocks or dresses, hats, and pins (other than name tags) as well as standardized colors of clothing.

City Clerk File No. Ord. 15.053
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 15.053

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO VARIOUS REDEVELOPMENT PLANS TO ADD FORMULA BUSINESS RESTRICTIONS

WHEREAS, the New Jersey Local Redevelopment and Housing Law empowers local government to adopt and amend Redevelopment Plan to promote the advancement of community interests through a program of redevelopment; and

WHEREAS, Jersey City Municipal Council has determined that formula business, which utilize standardized features such as decor, menu or merchandise items, and logos, may detract from downtown Jersey City's unique community character; and,

WHEREAS, the Jersey City Master Plan recommends additional land use regulations restricting formula businesses; and

WHEREAS, downtown Jersey City supports a great variety of unique local businesses while most national chains in downtown have located within enclosed shopping malls, strip shopping centers, or near the waterfront; and

WHEREAS, Municipal Council has determined that this pattern of retail development should remain in order to preserve Downtown's distinctive sense of place and unique neighborhood character; and

WHEREAS, formula business restrictions will apply to the following redevelopment plans or portions thereof: 8 Erie; Bates Street; Betz Brewery; Block 10102; Block 239 Lot 47; Bright and Varick; Bright Street; Colgate; Columbus Corner; Dixon Crucible; Exchange Place North (only River View District, Block 11613 and Block 13003); Grand Jersey; Grand Street; Gregory Park; Grove and Mercer; Grove Street II; Grove Street N.D.P.; Grove Street Station; Hamilton Square; Harsimus Cove Station (only West Neighborhood District); Henderson Street South; Hoboken Avenue; Jersey Avenue Light Rail (only Transition District and Medium Rise District); Jersey Avenue Park; Liberty Harbor North; Luis Munoz Marin; Majestic Theater; Majestic Theater II; Merseles Street; Montgomery Gateway (only Adaptive Reuse District, Commercial Reuse District, Public District, Residential New Construction District, and Residential Rehabilitation District); Morgan Grove Marin; Newark Ave; Ninth and Brunswick; Ninth Street; Ninth Street II; Paulus Hook (only N.D.P Area 1, Block 13102); Powerhouse (exempt Block 11609); School #2; St. Francis Hospital; Tidewater; Village; Wayne Street; and

WHEREAS, the various redevelopment plans or portions thereof subject to this amendment is depicted on the attached map entitled "Proposed Formula Business Restrictions Ordinance Amendment;" and

WHEREAS, the Municipal Council, pursuant to NJSA 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 April 7, 2015 did vote to recommend that the Municipal Council amend the Redevelopment Plans listed above; and

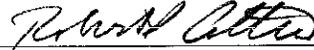
WHEREAS, the Planning Board at its meeting of April 7, 2015 recommended a floor amendment to reduce the provision about grocery stores from 35,000 square feet to 15,000 square feet; and

WHEREAS, the amendments to Redevelopment Plans listed above 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 redevelopment plans listed above and depicted on the attached map, be and hereby are 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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING TO VARIOUS REDEVELOPMENT PLANS TO ADD FORMULA BUSINESS RESTRICTIONS

Initiator

Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, AICP	Director
	Jeff Wenger, AICP	Principal Planner
	Matt Ward, AICP	Senior Planner
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendments will provide formula business restrictions to various downtown redevelopment plans or portions thereof. Formula business, which utilize standardized features such as decor, menu or merchandise items, and logos, may detract from downtown Jersey City's unique community character. Restrictions on formula business should be implemented to preserve Downtown's distinctive sense of place and unique neighborhood character.

I certify that all the facts presented herein are accurate. 

Signature of Department Director Date 4/13/15

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: April 13, 2015
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Matt Ward, AICP
SUBJECT: LDO definition amendment to add Formula Business

The amendment before you was requested by Mayor Fulop and pertains to the definition of "Formula Business."

Adding a definition for Formula Business to the LDO will distinguish it from other uses and prompt legislation restricting the amount and location of uses meeting the definition of Formula Business.

Formula Businesses are establishments with multiple locations that exhibit standardized characteristics such as logos, menu items, merchandise, store decor, and other standardized features. These types of business establishments, more commonly referred to as "chain stores", are frequently perceived to detract from community character by replicating the standard designs and items at every location. The Mayor requested the Planning Division to review formula business restrictions nationwide and propose a definition and set of standards appropriate for Jersey City.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING TO VARIOUS REDEVELOPMENT PLANS TO ADD
FORMULA BUSINESS RESTRICTIONS**

The proposed amendments will provide formula business restrictions to various downtown redevelopment plans or portions thereof. Formula business, which utilize standardized features such as decor, menu or merchandise items, and logos, may detract from downtown Jersey City's unique community character. Restrictions on formula business should be implemented to preserve Downtown's distinctive sense of place and unique neighborhood character.

PROPOSED AMENDMENTS TO VARIOUS DOWNTOWN REDEVELOPMENT PLANS

Text that is added to various plans is in bold like this.

Floor amendments are in underlined bold italics ~~like this~~.

Text to be omitted by a floor amendment is strikethrough like this.

Amendment language added to the following redevelopment plans:

- | | | |
|--|---|---|
| 1. 8 Erie | 18. Grove Street Station | New Construction District, and Residential Rehabilitation District) |
| 2. Bates Street | 19. Harsimus Cove Station | |
| 3. Betz Brewery | (only West Neighborhood District) | 30. Morgan Grove Marin |
| 4. Block 10102 | 20. Henderson Street South | 31. Newark Ave |
| 5. Block 239 Lot 47 | 21. Hoboken Avenue | 32. Ninth and Brunswick |
| 6. Bright and Varick | 22. Jersey Avenue Light Rail | 33. Ninth Street |
| 7. Bright Street RDP | (only Transition District and Medium Rise District) | 34. Ninth Street II |
| 8. Colgate | 23. Jersey Avenue Park | 35. Paulus Hook (only N.D.P Area 1, Block 13102) |
| 9. Columbus Corner | 24. Liberty Harbor North | 36. Powerhouse (exempt Block 11609) |
| 10. Dixon Crucible | 25. Luis Munoz Marin | 37. School #2 |
| 11. Exchange Place North (only River View District, Block 11613 and Block 13003) | 26. Majestic Theater | 38. Hamilton Square (formerly St Francis Hospital) |
| 12. Grand Jersey | 27. Majestic Theater II | 39. Tidewater |
| 13. Grand Street | 28. Merseles Street | 40. Village |
| 14. Gregory Park | 29. Montgomery Gateway (only Adaptive Reuse District, Commercial Reuse District, Public District, Residential | 41. Wayne Street |

Text to be inserted into the principal permitted use section:

All commercial retail areas within each structure or within a single tax lot shall limit formula business establishments, as defined by the Land Development Ordinance, to a maximum of 30% of ground floor gross leasable commercial area. For the purposes of this area restriction, the formula business definition shall apply to the following uses, whether functioning as a principal or accessory use:

1. Retail sales of goods and services.

2. Restaurants, all categories.

3. Bars.

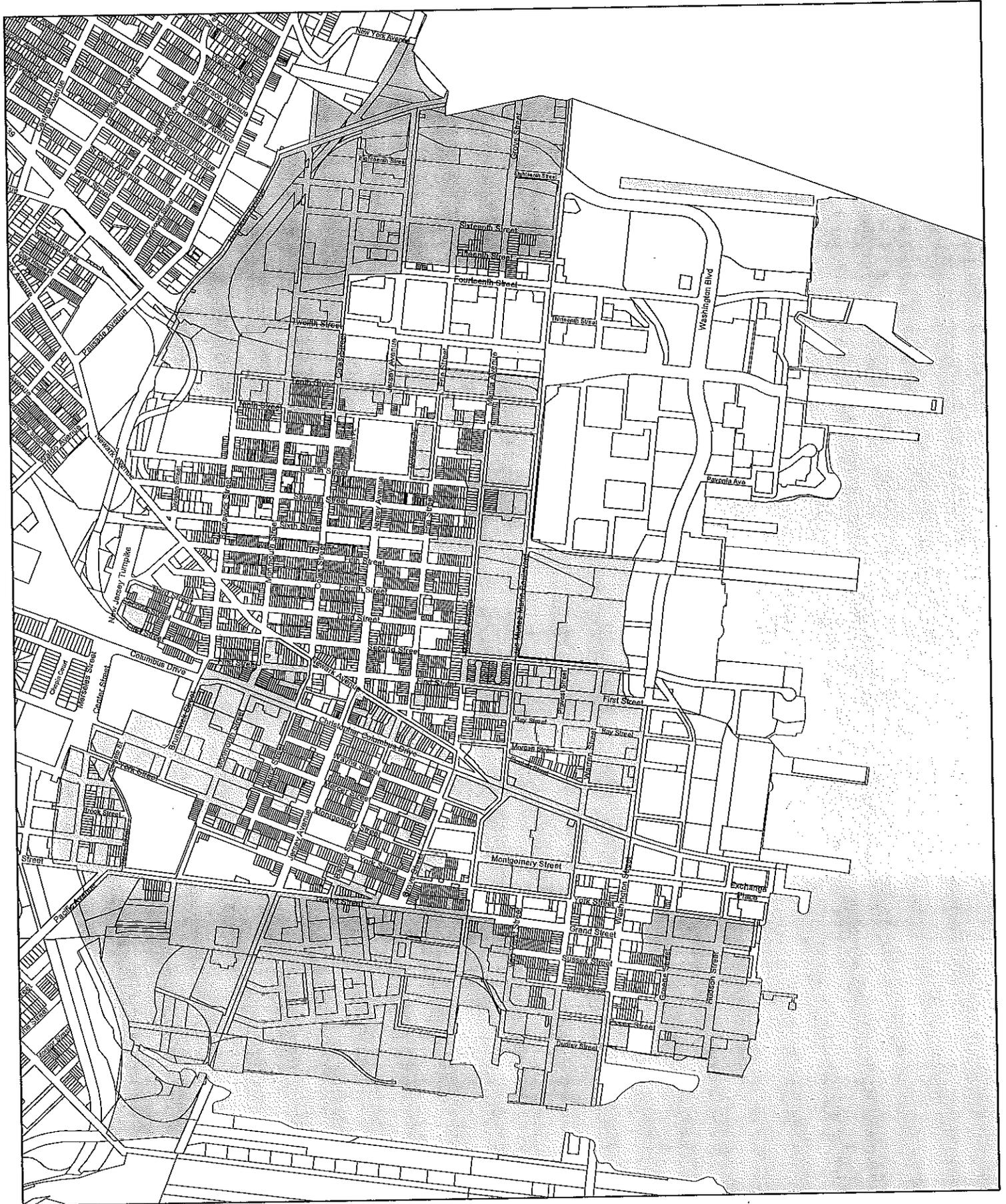
4. Financial service facilities and banks.

Grocery stores greater than 35,000 ~~15,000~~ square feet may exceed 30% of gross leasable commercial area, but shall be the only formula business within such structure or lot.

PROPOSED FORMULA BUSINESS RESTRICTION ORDINANCE AMENDMENT

-  Redevelopment Areas to be amended for Formula Business Restrictions
-  Areas not to be amended

MAP NO.:605



City Clerk File No. Ord. 15.054

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 15.054

TITLE: ORDINANCE OF THE CITY OF JERSEY CITY AMENDING AND SUPPLEMENTING CHAPTER 345 (ZONING) ARTICLE IV (FEES, DEPOSITS AND INSPECTIONS), SECTION 345-32 (NON-REFUNDABLE APPLICATION FEES) OF THE JERSEY CITY MUNICIPAL CODE

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

WHEREAS, pursuant to N.J.S.A. 40:55D-62, the Municipal Council adopted the Land Development Ordinance, Chapter 345 of the Jersey City Municipal Code (Ordinance No. 01-042), on April 11, 2001, as amended thereafter; and

WHEREAS, Article IV, Section 345-32 sets forth the fees to apply for approvals from the Planning Board, the Zoning Board of Adjustment, and the Historic Preservation Commission; and

WHEREAS, presently, affordable housing projects that are entirely affordable housing are exempt from fees; and

WHEREAS, in the case of mixed-income or mixed-use projects that only contain some affordable housing, fees should be pro-rated so that only the affordable housing portion of the project is exempt; and

WHEREAS, the clarification of this fee, as well as the definition of what constitutes affordable housing is necessary, appropriate and in the best interests of the City; and

WHEREAS, the Municipal Council, pursuant to N.J.S.A. 40:55D-64, sought and received the recommendations of the Jersey City Planning Board relative to these issues and voted at its meeting of March 24, 2015, to recommend that the Municipal Council amend the Fees of the Land Development Ordinance to clarify the affordable housing project fee exemption; and

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

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

- A. The following amendments to Chapter 345 (Zoning) Article I (General Provisions) are hereby adopted:

ZONING

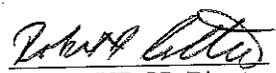
ARTICLE IV Fees, Deposits and Inspections

§345-32. Non-refundable application fees.

- A. There shall be a non-refundable fee for applications to the Jersey City Planning Board, Zoning Board of Adjustment, and Historic Preservation Commission as provided by law and established herein. The fees provided for shall be non-refundable and are for purposes of offsetting the administrative and clerical costs of running these Boards.
- B. The City of Jersey City and its agencies, such as the Housing Authority, Parking Authority and Board of Education, as well as applications for affordable housing ~~[developments]~~ (affordable housing being defined pursuant to N.J.S.A. 52:27D-301, et. seq. or the U.S. Department of Housing and Urban Development), and applications for Certificates of Appropriateness and Certificates of No Effect submitted by non-profit entities for property within a designated Historic District, are exempt from the fees described herein.
- C. As for projects by non-City entities that propose a mix of affordable housing and market rate housing, the fees shall be pro-rated so that only affordable housing units and their associated building components, shall be exempt from the fees. All market rate housing units and their associated building components, as well as non-residential (commercial or industrial) units, shall remain subject to the fees described herein.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- F. 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.A. 40:55D-15 and N.J.S.A. 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.A. 40:55D-a16. 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.A. 40:49-2.1.

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

4/02/15


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

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE APPLICATION FEE REGULATIONS OF THE LAND DEVELOPMENT ORDINANCE

Initiator

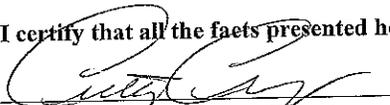
Department/Division	HEDC	City Planning .
Name/Title	Robert Cotter, PP, AICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The proposed amendment clarifies the fees required for affordable housing projects; specifically, fees for any mixed-income or mixed-use projects will be calculated on a pro-rated basis and only the affordable component(s) will be exempt.

I certify that all the facts presented herein are accurate.


Signature of Department Director

3/26/15
Date


Signature of Division Director

3.26.15
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: March 25, 2015
TO: Council President Lavarro, Anthony Cruz, Bob Cotter
FROM: Kristin J. Russell, PP, AICP *KJR*
SUBJECT: Application Fees – Affordable Housing

The amendments before you pertain to Application Fees for affordable housing.

Presently, affordable housing development is exempt from application fees. This amendment clarifies that any mixed housing developments (partially affordable, partially market rate) will be subject to fees for the market rate and non-residential components for the project on a pro-rated basis.

Previously, there was some confusion as to whether fees would be waived for mixed income housing, and this amendment affirms that only the affordable housing component is exempt.

Summary Sheet:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY
CITY ADOPTING AMENDMENTS TO THE APPLICATION FEE
REGULATIONS OF THE LAND DEVELOPMENT ORDINANCE**

The proposed amendment clarifies the fees required for affordable housing projects; specifically, fees for any mixed-income or mixed-use projects will be calculated on a pro-rated basis and only the affordable component(s) will be exempt.

City Clerk File No. Ord. 15.055

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 15.055

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR ENVIRONMENTAL ENGINEER 1

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

*

Environmental Engineer 1

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.*

JF/he
4/10/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR ENVIROMENTAL ENGINEER 1

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To establish a new title for Justina H. Cheng in accordance with New Jersey Department of Civil Services Commission Rules and Regulations.

I certify that all the facts presented herein are accurate.



Signature of Department Director

4/13/15

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

**CITY OF JERSEY CITY
OFFICE OF THE MAYOR**

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2015

**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

21

Environmental Engineer 1

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

City Clerk File No. Ord. 15.056
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 15.056

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY AT 13-15 LINDEN AVENUE TO THE JERSEY CITY INCINERATOR AUTHORITY**

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

WHEREAS, the Jersey City Incinerator Authority ("JCIA") did formerly own and occupied property located at 501 Route 440, Jersey City, New Jersey 07305; and

WHEREAS, on April 21, 2008, the JCIA entered into a Settlement Consent Order ("SCO") with the City of Jersey City ("City"), the Jersey City Municipal Utilities Authority, the Jersey City Redevelopment Authority, and Honeywell International, Inc., which resolved certain litigation between those parties and provided for the sale and eventual redevelopment of several adjacent properties, including the JCIA's former property; and

WHEREAS, the redevelopment of the JCIA's former property, as contemplated by the SCO, requires the permanent relocation of the JCIA's operations, equipment, materials, and personnel; and

WHEREAS, the City owns the real property located at 13-15 East Linden Avenue, Jersey City, New Jersey (the "Property") upon which it has constructed a new Municipal Services Complex, which premises are fit up and suitable for the operations, equipment, materials, and personnel of the JCIA; and

WHEREAS, the JCIA desires to relocate its operations, equipment, materials, and personnel to the Property, and the City wishes to lease a portion of the Property to the JCIA which includes the entire third floor of the Municipal Services Complex; and

WHEREAS, the City agrees to lease the Property to the JCIA for the sum of One Dollar (\$1.00) a year; and

WHEREAS, the term of the Lease Agreement shall continue until such time as the JCIA's operations are either relocated to another property or premises sufficient to conduct all of its operations, or that the City formally dissolves the JCIA, or until twelve (12) months after the adoption of a resolution by the City Council determining the Property is needed for another public purpose; and

WHEREAS, N.J.S.A. 40A:12-14(b) provides that a municipality may convey an interest in property to a public body corporate and politic for nominal consideration.

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

1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with the JCIA for the Property located at 13-15 Linden Avenue subject to the following terms and conditions:

- (i) the term of the Lease Agreement shall continue until such time as the JCIA's operations are either relocated to another property or premises sufficient to conduct all of its operations, or that the City formally dissolves the JCIA, or until twelve (12) months after the adoption of a resolution by the City Council determining the Property is needed for another public purpose;
- (ii) the annual rent shall be \$1.00;
- (iii) the City shall be responsible for paying the cost of all utilities;
- (iv) the JCIA shall indemnify, defend, and hold the City and its officers, agents and employees harmless from any and all claims of personal injury and property damage arising out of the JCIA's occupancy and use of the Property; and

2. The Lease Agreement shall be substantially in the form of the attached, subject to such modifications as the Corporation Counsel or Business Administrator deems necessary or appropriate.

- 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.

RR
3-30-15

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*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY TO LEASE CITY-OWNED PROPERTY AT 13-15 LINDEN AVENUE TO THE JERSEY CITY INCINERATOR AUTHORITY

Project Manager

Department/Division	Administration	
Name/Title	Gregory Corrado	Asst. Business Administrator
Phone/email	547-5561	gcorrado@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The redevelopment of the Jersey City Incinerator Authority's (JCIA) former property at Rt. 440 requires the permanent relocation of the JCIA's operations, equipment, materials, and personnel. The City owns the real property located at 13-15 East Linden Avenue, Jersey City (the "Property") upon which it has constructed a new Municipal Services Complex, which premises are fit up and suitable for the operations, equipment, materials, and personnel of the JCIA. The JCIA desires to relocate its operations, equipment, materials, and personnel to the Property, and the City wishes to lease a portion of the Property to the JCIA.

Cost (Identify all sources and amounts)

Annual rent payable by the JCIA is \$1.00.

Contract term (include all proposed renewals)

Not a fixed term lease. Please see Additional Information below.

Type of award

Leasing of property to a public entity

If "Other Exception", enter type

Additional Information

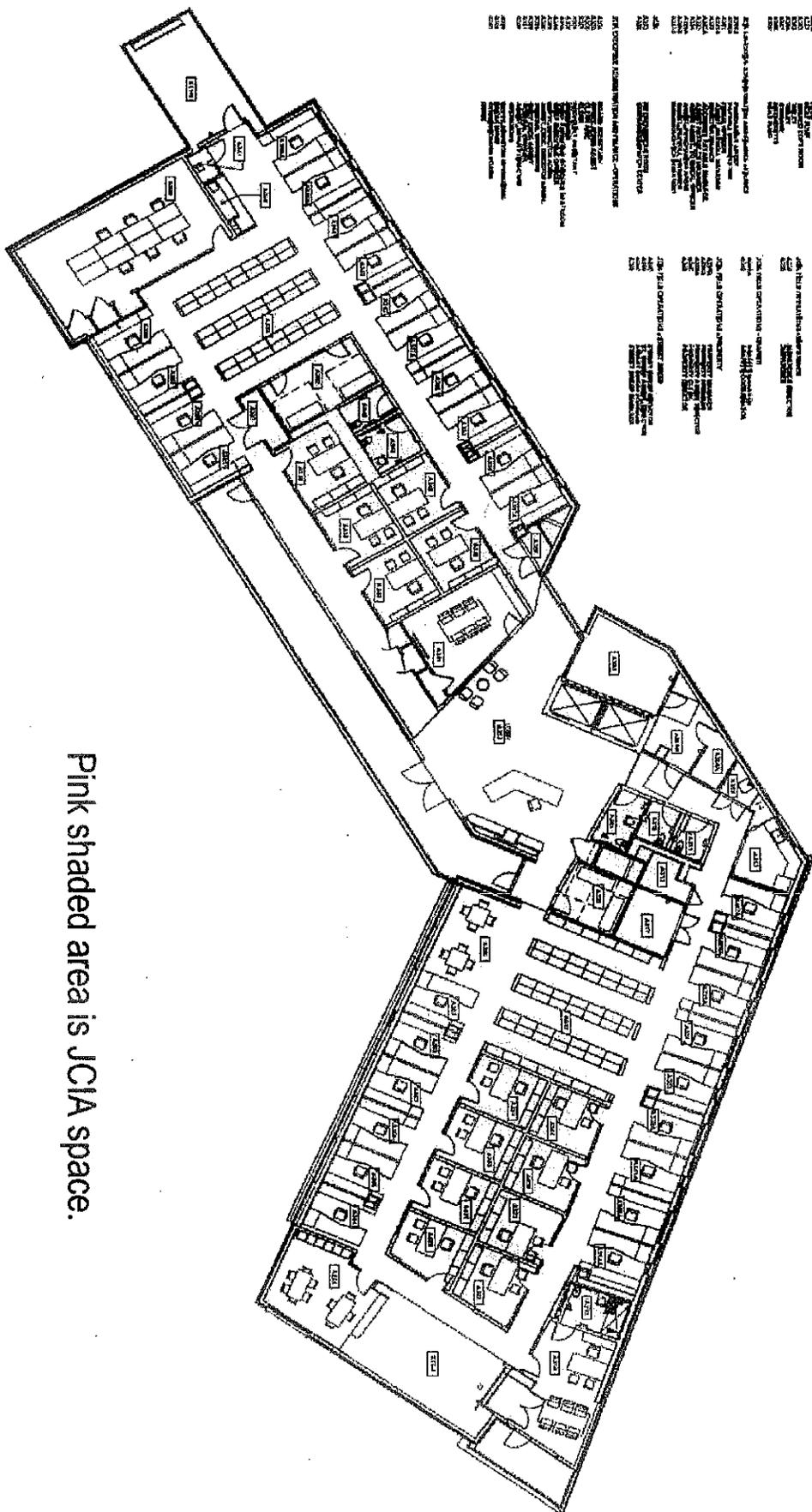
The term of the Lease Agreement shall continue until such time as the JCIA's operations are either relocated to another property or premises sufficient to conduct all of its operations, or that the City formally dissolves the JCIA, or until twelve (12) months after the adoption of a resolution by the City Council determining the Property is needed for another public purpose.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

JCIA LEASE AGREEMENT



Pink shaded area is JCIA space.

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS AND CONDITIONS OF THE LEASE AGREEMENT.
2. THE LESSEE SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. THE LESSEE SHALL MAINTAIN THE BUILDING IN GOOD AND TENABLE REPAIR AT ALL TIMES.
4. THE LESSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL UTILITIES AND TAXES.
5. THE LESSEE SHALL NOT ALTER THE STRUCTURE OR EXTERIOR APPEARANCE OF THE BUILDING WITHOUT THE WRITTEN CONSENT OF THE LESSOR.
6. THE LESSEE SHALL NOT SUBLEASE OR ASSIGN THE LEASE WITHOUT THE WRITTEN CONSENT OF THE LESSOR.
7. THE LESSEE SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE BUILDING AND ITS CONTENTS FROM FIRE, THEFT, AND OTHER DAMAGES.
8. THE LESSEE SHALL MAINTAIN THE BUILDING IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.
9. THE LESSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL INSURANCE PREMIUMS.
10. THE LESSEE SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL PROFESSIONAL FEES AND COSTS.

NO. 103A	DATE: 10/15/2010	PROJECT: JCIA LEASE AGREEMENT
1. TITLE	2. DATE	3. PROJECT
4. DRAWN BY	5. CHECKED BY	6. APPROVED BY
7. SCALE	8. SHEET NO.	9. TOTAL SHEETS
10. REVISIONS	11. COMMENTS	12. NOTES

DATE OF APPROVAL: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PROJECT: JCIA LEASE AGREEMENT
 SHEET NO. 103A OF 103A
 TOTAL SHEETS: 1

SCALE: AS SHOWN
 SHEET NO.: 103A
 TOTAL SHEETS: 1

DATE OF APPROVAL: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PROJECT: JCIA LEASE AGREEMENT
 SHEET NO. 103A OF 103A
 TOTAL SHEETS: 1

SCALE: AS SHOWN
 SHEET NO.: 103A
 TOTAL SHEETS: 1

DATE OF APPROVAL: 10/15/2010
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

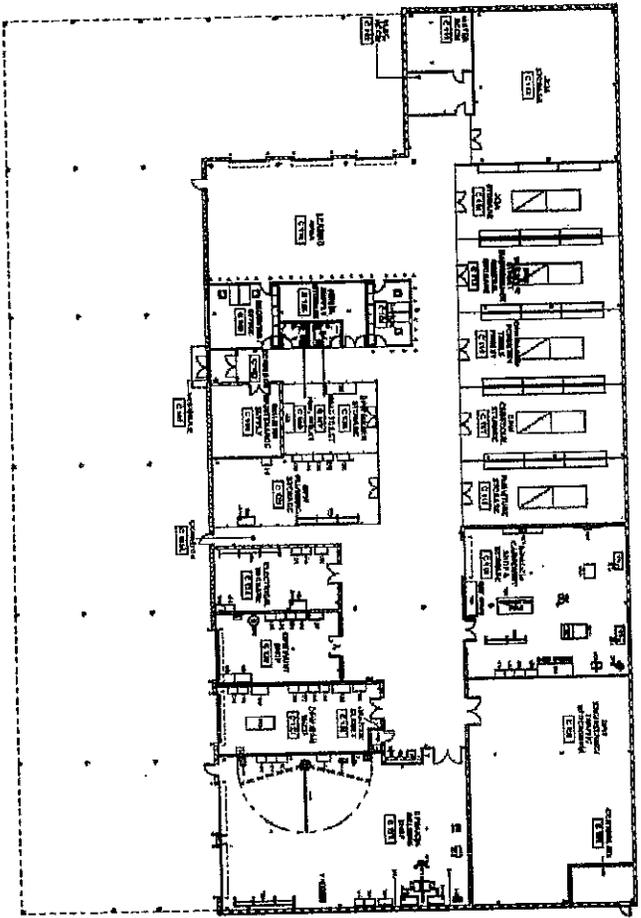
PROJECT: JCIA LEASE AGREEMENT
 SHEET NO. 103A OF 103A
 TOTAL SHEETS: 1

SCALE: AS SHOWN
 SHEET NO.: 103A
 TOTAL SHEETS: 1

CONFIRMED SET PACKAGE 2

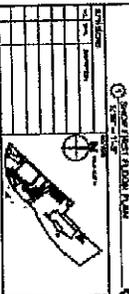
ASK 103A

JQA LEASE AGREEMENT



Pink shaded area is JQA space.

MARKING	DESCRIPTION	MARKING	DESCRIPTION
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111	OFFICE	202	RESTROOM
112	OFFICE	203	RESTROOM
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114	OFFICE	205	RESTROOM
115	OFFICE	206	RESTROOM
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308	OFFICE	399	RESTROOM
309	OFFICE	400	RESTROOM



Scale: 1" = 100'

North Arrow

DATE: 10/15/2010

PROJECT: JQA LEASE AGREEMENT

CLIENT: JQA

DESIGNER: URBAN ARCHITECTS

10/15/2010

10/15/2010

10/15/2010

URBAN ARCHITECTS

1000 15th Street, Suite 1000, San Francisco, CA 94103

415.774.4444

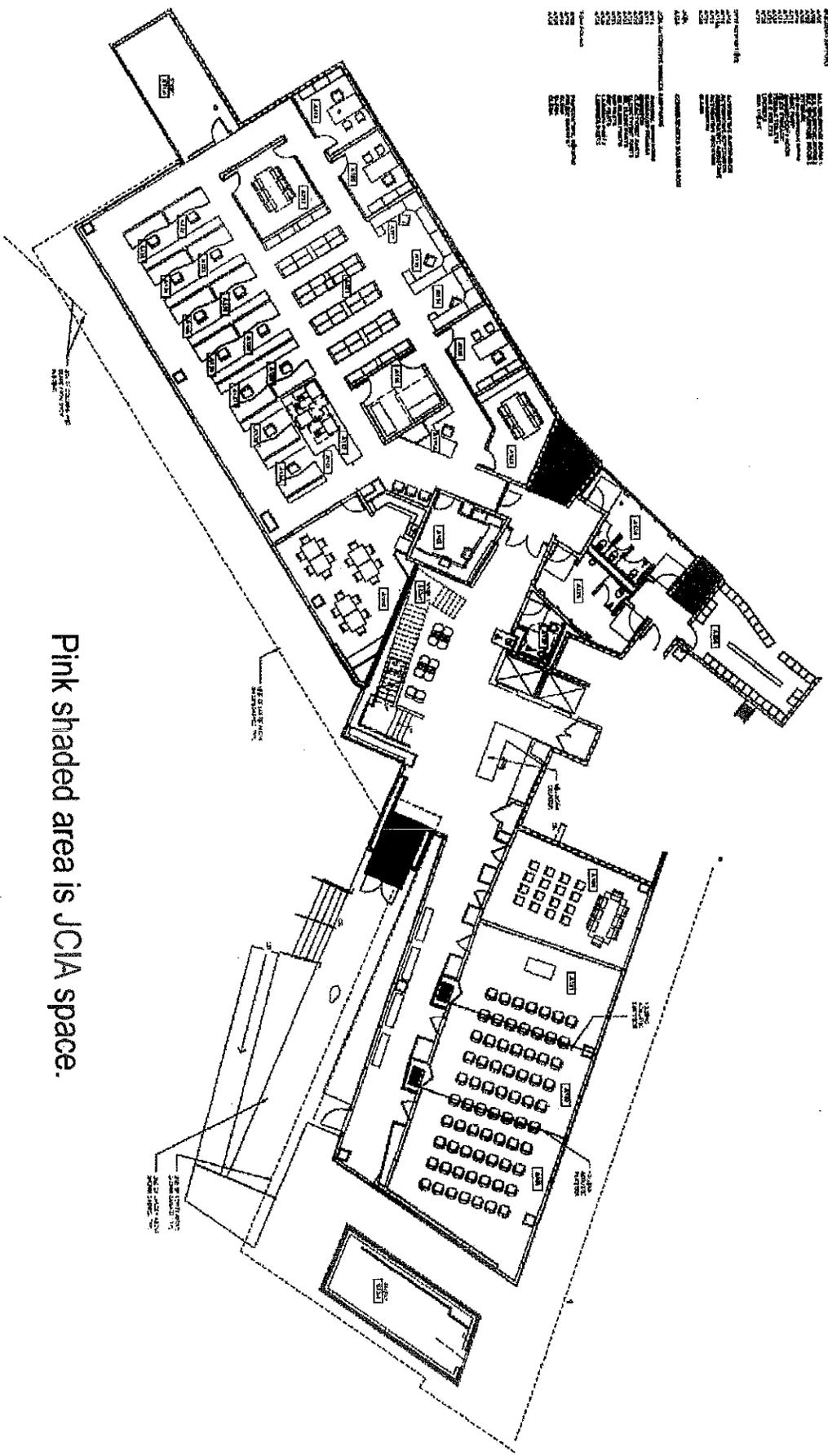
www.urbanarchitects.com

PROJECT: JQA LEASE AGREEMENT

DATE: 10/15/2010

SCALE: 1" = 100'

JCIA LEASE AGREEMENT



Pink shaded area is JCIA space.

NO.	DESCRIPTION	NO.	DESCRIPTION
1	...	1	...
2	...	2	...
3	...	3	...
4	...	4	...
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7	...	7	...
8	...	8	...
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<p>DATE: 10/15/14</p> <p>PROJECT: JCIA LEASE AGREEMENT</p> <p>SCALE: AS SHOWN</p> <p>DESIGNER: [Name]</p> <p>CHECKED: [Name]</p> <p>APPROVED: [Name]</p>		<p>DATE: 10/15/14</p> <p>PROJECT: JCIA LEASE AGREEMENT</p> <p>SCALE: AS SHOWN</p> <p>DESIGNER: [Name]</p> <p>CHECKED: [Name]</p> <p>APPROVED: [Name]</p>	<p>DATE: 10/15/14</p> <p>PROJECT: JCIA LEASE AGREEMENT</p> <p>SCALE: AS SHOWN</p> <p>DESIGNER: [Name]</p> <p>CHECKED: [Name]</p> <p>APPROVED: [Name]</p>
<p>CONFIRMED SET</p> <p>PACKAGE 2</p>		<p>CONFIRMED SET</p> <p>PACKAGE 2</p>	<p>CONFIRMED SET</p> <p>PACKAGE 2</p>
<p>ASK 101A</p>		<p>ASK 101A</p>	<p>ASK 101A</p>

THIS DOCUMENT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

**LEASE AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND
THE JERSEY CITY INCINERATOR AUTHORITY**

THIS LEASE AGREEMENT (the "Lease") is made and entered by and among the City of Jersey City (the "City" or "Lessor"), a municipality of the State of New Jersey, and the Jersey City Incinerator Authority (the "JCIA" or "Lessee"), a body corporate and politic of the State of New Jersey (each individually a "Party", collectively the "Parties").

WHEREAS, the JCIA did formerly own and occupy the property located at 501 Route 440, Jersey City, New Jersey 07305; and

WHEREAS, on April 21, 2008, the JCIA entered into a Settlement Consent Order ("SCO") with the City, the Jersey City Municipal Utilities Authority, the Jersey City Redevelopment Authority, and Honeywell International, Inc., which resolved certain litigation between those parties and provided for the sale and eventual redevelopment of several adjacent properties, including the JCIA's former property; and

WHEREAS, the redevelopment of the JCIA's former property, as contemplated by the SCO, requires the permanent relocation of the JCIA's operations, equipment, materials, and personnel; and

WHEREAS, the City owns the real property located at 13-15 East Linden Avenue, Jersey City, New Jersey (the "Property") upon which it has constructed a new Municipal Services Complex, which premises are fit up and suitable for the operations, equipment, materials, and personnel of the JCIA; and

WHEREAS, the JCIA desires to relocate its operations, equipment, materials; and personnel to the Property, and the City wishes to lease a portion of the Property to the JCIA.

NOW THEREFORE, the Parties to this Lease, in consideration of the covenants and stipulations set forth herein, agree as follows:

1. Lease of Premises. In consideration of the rents and covenants herein stipulated to be paid and performed by the JCIA and upon the terms and conditions herein specified, the City hereby leases to JCIA, and the JCIA hereby leases from the City the following premises on the Property, together with the improvements located thereon (the "Leased Premises"): (a) the entire third floor of the Municipal Services Complex; (b) certain designated office, storage, and/or work spaces on the first floor of the Municipal Services Complex; and (c) certain designated parking areas for employee vehicles, operational vehicles or equipment (*see* diagrams depicting Leased Premises attached hereto as "**Schedule A**"). The JCIA shall have exclusive control over and use of the Leased Premises during the Term of this Lease, as defined herein. In addition to the Leased Premises, the JCIA shall have full access to certain common or shared areas of the Property, which are intended to be used by the JCIA and certain designated departments of the City, including, but not limited to automotive/mechanic bays, fuel storage and dispensing facilities, and salt storage facilities.

2. **Use of Leased Premises.** The JCIA is hereby authorized to exclusively use the Leased Premises for any and all operations and activities which it performs on behalf of the City and its residents, pursuant to the Incinerator or Environmental Services Authorities Law, N.J.S.A. 40:66A-1 et seq., including but not limited to all services relative to the collection, treatment or disposal in a sanitary manner of garbage and refuse, sanitation, recycling, park and other recreation area maintenance, demolition, repair or maintenance of unsafe, unsanitary, or unsound structures, automobile towing and impound, municipal vehicle maintenance and repair and services related thereto, street and road safety services, snow removal, environmental compliance and education, services necessary or appropriate for neighborhood beautification or environmental improvement, and any other service relative to maintaining a sanitary, safe, and healthy environment within a municipality.

3. **Term.** This Lease shall become effective upon the first date upon which JCIA shall relocate its operations, personnel, equipment or other property to the Property, and shall continue in full force and effect until such time as the JCIA's operations are either relocated to another property or premises sufficient to conduct all of its operations, or that the City formally dissolves the JCIA, by properly complying with the prerequisites of N.J.S.A. 40A:5A-20 and obtaining approval for such dissolution from the Local Finance Board, or until twelve (12) months after the adoption of a resolution pursuant to Section 25 hereof (the "Term").

4. **Rent.** The JCIA shall pay to the City as fixed rent for the Leased Premises, One Dollar (\$1.00) per year (the "Rent") at the City's address as set forth above, or at such other address or to such other person as the City may from time to time designate. The first such rent payment shall be made on the commencement date of this Lease. Thereafter, payments shall be made by or before the tenth day of January of each year.

5. **Taxes, Assessments and Utilities.** The Rent paid as provided herein shall be deemed to include all county, municipal, or local taxes, assessments, levies, fees, electric and gas utility fees, water and sewer fees, telephone and internet charges, permit fees, and all other governmental charges or assessments, which accrue with respect to the Lease Premises at any time during the Term of this Lease.

6. **Compliance with Laws.** The JCIA shall at its sole cost and expense comply with and cause the Leased Premises to comply with all laws, ordinances, regulations, and orders now or hereafter enacted, made or issued, whether or not presently contemplated (collectively "Laws"), applicable to the Leased Premises or the JCIA's use thereof.

- a. **Underground Fuel Storage Tanks.** The provisions of this Paragraph shall not apply to the ownership, permitting, registration, regulation, operation, or closure, of any underground gasoline or fuel storage tanks, associated piping, equipment and/or fuel dispensing facilities, except that the JCIA, including all JCIA employees, agents, representatives, consultants, or contractors, shall at all times exercise its reasonable best efforts to use any fueling equipment on the Property in such a manner as to avoid the spilling, dripping, or direct discharge of any gasoline or fuel onto the ground surface.

- b. Permitted Contests. Notwithstanding the provisions of this Paragraph or any other provision of this Agreement, the JCIA shall not be required, nor shall the City have the right, to pay, discharge or remove any tax, assessment, levy, fee, penalty, charge, lien or encumbrance, or to comply with any Laws, as long as the JCIA is diligently and in good faith contesting the existence, amount or validity thereof by appropriate proceedings which operate to prevent sale, forfeiture or loss of the City's interest in the Property or any part thereof or materially adversely affect the City or any of its rights hereunder, and provided that such contest shall not subject the City to the risk or any criminal or civil liability. The JCIA further agrees that each such contest shall be promptly prosecuted to a final conclusion, that it will hold and save the City harmless against any and all losses, judgments, and decrees in connection therewith, and that it will, promptly after the final determination of such contest, fully pay and discharge the amounts which shall be levied, assessed, charged or imposed or be determined to be payable therein, together with all penalties and fines thereon or in connection therewith, and perform all acts the performance of which shall be finally ordered or decreed as a result thereof. The City agrees, at its sole expense, to cooperate with the JCIA in any contest permitted hereby, to execute any documents relating thereto that are reasonably requested by the JCIA and that do not materially and adversely affect the City or any of its rights hereunder.

7. Maintenance and Repair. Subject to Paragraphs 2 (Use of Leased Premises) and 8 (Alterations and Additions), the JCIA, at its own expense, will maintain the Leased Premises in compliance with all applicable laws and ordinances and in good repair and condition, ordinary wear and tear excepted, and will take all action and will make all non-structural repairs (e.g. plumbing fixtures, electrical outlets, lighting fixtures, etc.) that may be required to keep the Leased Premises in good repair and condition, ordinary wear and tear excepted. If non-structural repairs or maintenance of the Leased Premises is required during the Term of the Lease, the JCIA will assume the costs and expenses related to same. The City shall retain responsibility for any necessary structural repairs or necessary capital improvements to the Property and the Leased Premises. Should structural repairs or capital improvements to the Leased Premises become necessary, the JCIA shall provide the City with written notice pursuant to Paragraph 12 (Notice).

- a. Garbage Removal. The JCIA shall at its own cost and expense dispose of all garbage and debris generated each day during the Term of the Lease and deposit such garbage in the area designated for disposal at the Property.

8. Alterations and Additions by JCIA. The JCIA may, at its sole expense, improve, or make any additions and/or alterations or substitute improvements necessary for the performance of its operations (collectively "Alterations"). JCIA shall submit plans and specifications for Alterations to Lessor. Lessor shall review the plans and specifications and notify of JCIA of its approval or disapproval within fifteen (15) days after submission. In the event Lessor shall not approve JCIA's plans and specifications, Lessor shall notify JCIA in

writing of any changes required by Lessor and JCIA shall incorporate any such reasonable changes therein and deliver the JCIA's plans and specifications, as revised, to Lessor, for Lessor's approval. Such Alterations, if permanent, shall belong to the JCIA until the end of the Term, at which time they shall become, in their then-existing condition, the property of the City. If, at the end of the Term of the Lease, the JCIA is to be relocated to another property, all non-permanent Alterations shall remain the property of the JCIA and shall be removed and relocated by the JCIA. Any non-permanent Alterations left in place after the JCIA's relocation shall become the property of the City.

9. **Equipment & Materials.** The JCIA shall, at its own cost and expense, supply all equipment and materials necessary for the conduct of any of its operations whether conducted on or off the Leased Premises. Any equipment or materials installed, used, or stored on the Leased Premises by the JCIA in connection with its operations shall be deemed to be the property of the JCIA. Neither the City nor any of its departments, employees, agents, representatives, or contractors shall handle, borrow, or utilize any of the JCIA's equipment or materials without the express permission of the JCIA. If, at the end of the Term of the Lease, the JCIA is to be relocated to another property, all such equipment or materials shall be removed by the JCIA. In the event that any such equipment or materials are not so removed within thirty (30) days of the JCIA's relocation to another property, such equipment and materials shall be deemed abandoned, and the City shall have the right to dispose of the equipment and materials and charge the costs of such disposal to the JCIA.

- a. **Shared Materials or Resources.** The provisions of this Paragraph shall not apply to gasoline or diesel fuel, which the JCIA shall purchase from the City, pursuant to the Agreement for the Resale of Gasoline and Diesel Fuel as Part of a Commodity Resale System, which is attached hereto as "**Schedule B**" and incorporated into the terms of this Lease as if fully set forth herein.

10. **Indemnification by JCIA.** The Lessee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Lessee's use of the Leased Premises permitted herein. The Lessee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Lessee shall, at no cost or expense to the City, defend against such claims, in which event the Lessee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Lessee's liability under this Lease shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- a. **Underground Fuel Storage Tanks.** The provisions of this Paragraph shall not apply to the ownership, permitting, registration, regulation, operation, or closure, of any underground gasoline or fuel storage tanks, associated piping, equipment and/or fuel dispensing facilities or any claims, demands, liabilities,

debts, penalties, or obligations related to same, unless such claims relate to the negligent or grossly negligent acts or omissions of the JCIA, its employees, agents, representatives, contractors, or invitees.

11. Insurance.

a. The JCIA shall obtain and maintain insurance for its own benefit and the benefit of the City from an "A" rated carrier, throughout the Term of this Lease, of the following types and amounts:

- | | |
|------------------------------------|---|
| i. Comprehensive General Liability | \$1,000,000.00 per occurrence
and \$2,000,000.00 aggregate |
| ii. Auto Liability | \$1,000,000.00 |
| iii. Fire & Casualty | \$300,000.00 |
| iv. Excess Liability | \$5,000,000.00 |

b. Upon the commencement date of this Lease, the JCIA shall supply the City with a certificate of insurance evidencing that the insurance coverage above is in full force and effect and naming the City as an additional insured.

c. If the Leased Premises or any part thereof are damaged or destroyed by fire, action of the elements, catastrophe, casualty, or other physical causes, all insurance proceeds with respect to any personal property belonging to the JCIA or third parties claiming under the JCIA shall belong to the JCIA.

d. The JCIA must show proof of workers' compensation insurance in the amount required by statute. The JCIA must show proof of employee liability of at least \$500,000.00/\$500,000.00/\$500,000.00.

12. Notice. All notices, consents, and other instruments required to be given pursuant to this Lease shall be in writing and shall be mailed by prepaid registered or certified mail, return receipt requested, to either party at the address provided below:

To the City:

Robert Kakoleski, Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

To the JCIA:

Oren K. Dabney, Sr., CEO

Jersey City Incinerator Authority
13-15 East Linden Avenue
Jersey City, New Jersey

with a copy to:

Eric E. Tomaszewski, Esq.
Golub, Isabel & Cervino, P.C.
160 Littleton Road, Suite 300
Parsippany, New Jersey 07054

Notices shall be deemed effective upon receipt and, if mailed, shall be presumed received three business days after being deposited, postage paid, in the United States mail. Both Parties shall notify the other of any changes to the notification recipients and addresses listed above.

13. Right of Entry by City. The City reserves unto itself the right to enter the Leased Premises for any and all purposes. Such entry, however, shall not interfere with or impede the operations, functions, or work to be performed by the JCIA. In all but emergent circumstances, the City shall provide the JCIA reasonable advance notice of the need to enter the Leased Premises and shall afford the JCIA the opportunity to provide a representative to escort any City representatives on the Leased Premises.

14. Unavailability of Leased Premises. If by reason of fire, action of elements, catastrophe, casualty, or any other physical causes, the Leased Premises are deemed by City officials to be unavailable for public use, this Lease shall terminate. If the fire or other casualty and damage shall be a result of the carelessness, negligence or improper conduct of the Lessee or the Lessee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, Lessee shall be liable to the Lessor for the damage and loss suffered by the Lessor. If the Lessee shall have been insured against any other risks herein covered, then the proceeds of such insurance shall be paid over to the Lessor to the extent of the Lessor's cost and expense to make the repairs hereunder, and such insurance carrier shall have no recourse against the Lessor for reimbursements.

15. Assignment. The JCIA shall not assign this Lease or sublease any part hereof without the express written permission of the City.

16. Surrender. Upon the expiration or termination of the Term of this Lease, the JCIA shall surrender the Leased Premises to the City with the then existing structures and improvements, subject to the provisions of Paragraph 8 (Alternations and Additions by JCIA) and Paragraph 9 (Equipment and Materials).

17. Severability; Binding Effect; Amendments to be in Writing. Each provision of this Lease shall be separate and independent and the breach of any such provision by either Party shall not discharge or relieve the other Party from its obligations to perform each and every covenant on its part to be performed hereunder. If any provision hereof shall, to any extent, be found invalid or unenforceable, the remaining provisions hereof shall not be affected thereby,

and each provision hereof shall be valid and enforceable to the extent permitted by law. Except for the circumstances of termination set forth in Paragraph 3 (Term), this Lease may not be modified or discharged except as agreed to in writing signed by both Parties.

18. **Governing Law.** This Lease shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

19. **Headings.** The headings of various paragraphs herein have been inserted for convenient reference only and shall not, to any extent, effect or modify the express terms and provisions of this Lease.

20. **Quiet Enjoyment.** So long as the JCIA keeps and performs all of its covenants and conditions under this Lease, it shall have quiet, undisturbed, and continued possession of the Leased Premises, from all claims against the City and all persons claiming under, by, or through the City.

21. **Force Majeure.** If the City or the JCIA is delayed, hindered, or prevented from performing any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, terrorism, the action or inaction of the other Party, war, or other reason beyond its control, then performance of the act shall be excused for the reasonable period of the delay. In that event, the period for the performance of the act shall be extended for a period equivalent to the reasonable period of the delay.

22. **Third Parties.** Nothing herein contained shall be understood or constructed to create or grant any third party benefits, rights or property interests unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

23. This lease agreement is not intended to grant permission to use and occupy property not under the jurisdiction of the City.

24. **Default by Lessee.** The following shall be deemed an event of default by Lessee and a breach of this Lease:

- a. A default in the performance of any covenant or condition of this Lease on the part of Lessee to be performed for a period of thirty (30) days after written notice to Lessee. No default on the part of Lessee in performance of work required to be performed or acts to be done or conditions to be modified shall be deemed to exist if steps shall have been commenced by Lessee diligently after five (5) days written notice by Lessor to Lessee to rectify the same and shall be prosecuted to completion with reasonable diligence, subject, however to Force Majeure. If Lessee has not cured the default, the Lessor may thereupon or at any time thereafter, elect to cancel this Lease by thirty (30)

days' written notice to Lessee and this Lease shall terminate on the day in such notice specified.

25. Termination for Public Purpose. In the event that the City Council of the City of Jersey City determines that the premises is needed for another public purpose, then this lease shall terminate within twelve (12) months from the date of adoption of a resolution by the City Council of Jersey City authorizing the use of the property for another public purpose. Lessor shall deliver notice of such a determination to the Lessee. The Lessee covenants and agrees to vacate the premises, remove all the Lessee's personal property therefrom and deliver up peaceful possession thereof to the Lessor or to such other party designated by the Lessor in the aforementioned notice by the expiration of the twelve (12) months following the adoption of the Council resolution. Failure by the Lessee to comply with any provisions of this paragraph shall cause the Lessee to be subject to such costs, expenses, damages and losses as the Lessor may incur by reason of the Lessee's breach thereof.

26. Lessor's Remedies. If the Lessee shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, the Lessor may, if the Lessor so elects, to carry out and perform such conditions and covenants, at the cost and expense of the Lessee, then said cost and expense shall be payable on demand. This remedy shall be in addition to such other remedies as the Lessor may have hereunder by reason of the breach by the Lessee of any of the covenants and conditions in this lease contains.

27. Lessor's Right of Reentry. If there should occur any default on the part of the Lessee in the performance of any conditions and covenants herein contained, or if during the term hereof the Leased Premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Lessee be evicted by summary proceedings or otherwise, the Lessor in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise come without being liable for a prosecution thereof, or for damages reenter the said Leased Premises and again possess and enjoy the Leased Premises.

28. Non-Liability of Lessor. The Lessor shall not be liable for any damage or injury which may be sustained by the Lessee or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or the electrical gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other lessee of the Lessor or this any other lessee's agents, employees, guests, licensees, invitees, subtenants, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the Lessor, of any services to be furnished or supplied by the Lessor.

29. **Non-Waiver by Lessor.** The various rights, remedies, options and elections of the Lessor, expressed herein, are cumulative, and the failure of the Lessor to enforce strict performance by the Lessee of the conditions and covenants of this Lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Lessor of any installment of rent after any breach by the Lessee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Lessor of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

30. **Entire Agreement.** This Lease contains the entire contract between the Parties. No representative, agent or employee of the Lessor has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the lessor and the Lessee.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN BELOW:

THE CITY OF JERSEY CITY

JERSEY CITY INCINERATOR AUTHORITY

Robert Kakoleski
Business Administrator

Oren K. Dabney, Sr. CEO

DATE

DATE

WITNESS:

WITNESS:

DATE

DATE

“Schedule A”
(Diagrams of Leased Premises)

“Schedule B”
(Agreement for the Resale of Gasoline and Diesel Fuel as Part of a Commodity Resale System)

**AGREEMENT FOR THE RESALE OF GASOLINE AND DIESEL FUEL
AS PART OF A COMMODITY RESALE SYSTEM**

This **Agreement for the Resale of Gasoline and Diesel Fuel as Part of a Commodity Resale System** (the "Agreement") is made by and between the CITY OF JERSEY CITY (the "City") and the JERSEY CITY INCINERATOR AUTHORITY (the "JCIA") (each individually a "Party", collectively the "Parties") and entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (*N.J.A.C. 5:34-7.1 et seq.*).

WHEREAS, the City owns and operates a fuel storage and dispensing facility for its own needs, which is located on the premises of the Jersey City Municipal Services Complex, 13-15 East Linden Avenue, Jersey City, New Jersey (the "Property"); and

WHEREAS, the JCIA is desirous of making use of the motor fuel system owned by the City located at the Property.

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

1. **Supply of Motor Fuel.** The JCIA requires an estimated **2000 gallons of regular unleaded and 7000 gallons of diesel fuel** per month for use in its regular operations. The City agrees to supply the JCIA with such gasoline and diesel fuel (collectively "Motor Fuel") through the motor fuel storage and dispensing system located on the Property and to bill the JCIA for the actual amount of fuel consumed. The City shall use its reasonable best efforts to ensure that its Motor Fuel storage and dispensing system contains, at a minimum **9000** gallons, the estimated amount of gasoline and diesel fuel used by the JCIA per month.
2. **Effective Date and Term.** This Agreement shall be effective upon the date of last approval and execution by the governing bodies of each of the Parties below. Unless terminated pursuant to Section 10 hereto, this Agreement shall be in effect for a period of three (3) years commencing on the date of execution of this Agreement by City officials.
 - a. **Renewal of Commodity Resale System Registration.** The City shall be responsible, at its sole cost and expense, for securing the renewal of the required registration of a commodity resale system from the Division of Local Government Services in the Department of Community Affairs, pursuant to *N.J.A.C. 5:34-7.16*, prior to its expiration for so long as this Agreement shall be in effect.
3. **Motor Fuel Rate.** The JCIA shall pay for the Motor Fuel provided pursuant to this Agreement at the base contract cost which the City pays for each of those commodities.
4. **Payment.** The City shall provide the JCIA a monthly invoice for the previous month's Motor Fuel usage on or before the fifteenth (15th) of each month. JCIA shall make payment within thirty (30) days from receipt of each monthly invoice.
5. **Fuel Dispensing.** All Motor Fuel to be supplied by the City to the JCIA shall be dispensed by metering pumps at the Property.

6. **Motor Fuel Dispensing System.** The City will maintain the Motor Fuel storage and dispensing system at the Property at its sole cost and expense. The JCIA shall have the right to verify the accuracy of the dispensing system at its own expense. The JCIA shall give the City at least five (5) days notice prior to conducting any test. The JCIA shall be assigned access keys to the motor fuel dispensing system, which shall remain the property of the City.

7. **Hours of Service.** The JCIA shall have access to the Motor Fuel storage and dispensing system at the Property, twenty-four (24) hours per day, seven (7) days per week, three hundred and sixty-five (365) days per year, during the Term of this Agreement.

8. **Emergencies.** In the event of an emergency, which renders the Motor Fuel storage and dispensing system inactive or insufficient to meet the JCIA's Motor Fuel needs, the City will use its best efforts to provide all Motor Fuel that the JCIA requires from alternative sources.

9. **Motor Fuel Rate Changes.** The Parties to this Agreement acknowledge and understand that the base contract cost for Motor Fuels referenced in Paragraph 3 fluctuates based upon the rate the City must pay for the delivery of motor fuel to its storage and dispensing facility. When the City seeks reimbursement for fuel supplied to the JCIA, the City shall provide the JCIA with the usage/cost documentation that indicates the rate(s) in effect at the time of each fill up.

10. **Termination.** Either Party may terminate this Agreement with forty-five (45) days advance notice by certified mail, to the official address of the other party as provided below.

11. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

12. **Excused Performance.** The City agrees to use its best efforts to provide a continuous and regular and uninterrupted supply of motor fuel, subject to the terms of this Agreement.

13. **Indemnification.** The JCIA hereby covenants and agrees that it will defend, indemnify and hold harmless the City, its officers, agents, and employees against any and all liability, loss, damage, claim or expense of any kind whatsoever, including without limitation, reasonable attorney's fees and costs, arising out of or in connection with the negligent or grossly negligent acts or omissions of the JCIA, its employees, agents, representatives, contractors, or invitees. The provisions of this Paragraph shall not apply to the ownership, permitting, registration, regulation, operation, or closure, of any underground gasoline or fuel storage tanks, associated piping, equipment and/or fuel dispensing facilities or any liability, loss, damage, claim or expense related to same.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE LAST DATE WRITTEN BELOW:

THE CITY OF JERSEY CITY

JERSEY CITY INCINERATOR AUTHORITY

Robert J. Kakoleski,
Business Administrator

Oren K. Dabney, Sr. CEO

DATE

DATE

WITNESS:

WITNESS:

DATE

DATE

City Clerk File No. Ord. 15.057

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 15.057

TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR 20 PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.

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

WHEREAS, the City needs 20 parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza; and

WHEREAS, Harwood Corporation agrees to provide twenty (20) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$120.00 per space per month for a total monthly cost of \$2,400.00; and

WHEREAS, the City shall have the option to increase or decrease the number of parking spaces as needed at \$120.00 per space; and

WHEREAS, Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing thirty (30) days prior to the effective date of termination

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 effective June 1, 2015 and ending May 31, 2016 subject to the City's option to renew the lease for an additional two (2) years; and

WHEREAS, funds will be made available in account #01-201-31-432-304 in the 2015 temporary, permanent and future Calendar Year budgets.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with Harwood Corporation for twenty (20) unreserved parking spaces at 808 Pavonia Avenue, Jersey City.
2. The term of the lease shall take effect as of June 1, 2015 and shall end on May 31, 2016 subject to the City's option to renew the lease for and additional two (2) years.
3. Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing (30) days notice prior to the effective date of termination.
4. The monthly rent for twenty (20) unreserved parking spaces shall be \$120.00 per space for a total monthly amount of \$2,400.00.
5. The City shall have the option to increase or decrease the number of parking spaces as needed at \$120.00 per space.
6. 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.

- 7. Funds will be made available in Account No. 01-201-31-432-304 in the 2015 temporary, permanent and future Calendar Year budgets.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect in the manner as prescribed by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition #0169823 P.O. # _____.

Donna Mauer, Chief Financial Officer

AMM/pr

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required

Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THE USE OF 20 PARKING SPACES AT 808 PAVONIA AVENUE, JERSEY CITY.

Initiator

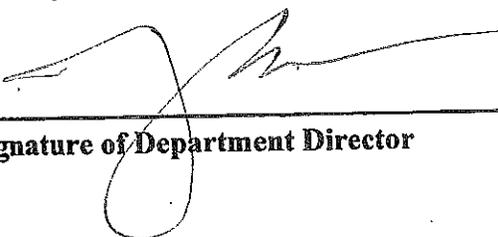
Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

**TO PROVIDE 20 PARKING SPACES FOR POLICE LOCATED AT ONE JOURNAL SQUARE AT \$120.00 PER SPACE TALLING \$2,400.00 PER MONTH/ANNUAL RENT \$28,800.00
THE TERM OF THE LEASE SHALL TAKE EFFECT AS OF JUNE 1, 2015 TO MAY 31, 2016 SUBJECT TO THE CITY'S OPTION TO RENEW THE LEASE FOR AN ADDITIONAL TWO (2) YEARS.**

I certify that all the facts presented herein are accurate.



Signature of Department Director



Date

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 201 between **HARWOOD CORPORATION** located at 26 Journal Square Suite 804, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, the City requires twenty (20) parking spaces for employees working at the Department of Public Safety located at 1 Journal Square Plaza, Jersey City, New Jersey; and

WHEREAS, Harwood Corporation agrees to lease the City twenty (20) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Premises

Harwood Corporation does hereby lease to the City and the City does hereby rent from Harwood Corporation the following described premises :A total twenty (20) parking spaces located at 808 Pavonia Avenue. During the lease term, the city shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

ARTICLE II

Term

For a term of effective as of June 1, 2015 and ending May 31, 2016 unless otherwise extended for up to an additional two (2) years.

ARTICLE III

Use

Under the terms of this lease, the City shall have the right to use and occupy twenty parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

ARTICLE IV

Payment of Rent

The City covenants and agrees to pay the Harwood Corporation rent for and during the term hereof the sum of Two Thousand Four Hundred Dollars (\$2,400.00) per month during the term of this Lease. The sum of Two Thousand Four Hundred Dollars (\$2,400.00) represents the monthly rent due for twenty(20) parking spaces at One Hundred Twenty Dollars (\$120.00) per parking space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of \$120.00 per space. 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.

ARTICLE V
Assignment Sub- Lease

The City shall not, without the prior written consent of Harwood Corporation, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

ARTICLE VI
Termination

The City shall have the right at its convenience to terminate the lease at any time during its term by giving thirty (30) days notice prior to the date of termination.

ARTICLE VII
Validity of Lease

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII
Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing notice of change of address shall be given in the same manner.

ARTICLE IX
Entire Contract

This Lease contains the entire contract between the parties. No representative, agent or employee of Harwood Corporation has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Harwood Corporation and the City.

ARTICLE X

This Lease may not be filed by the City without the prior written consent of the Harwood Corporation.

Harwood Corporation may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

ROBERT J. KAKOLESKI
Business Administrator

WITNESS:

HARWOOD CORPORATION

BY: _____

BY: _____

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Requisition #
0169852

Assigned PO #

Vendor
HARWOOD CORP.
26 JOURNAL SQUARE, STE 804
JERSEY CITY NJ 07306

HA262477

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	01-201-31-432-304	7,300.00	7,300.00

THIS PURCHASE ORDER IS FOR ENCUMBRANCY
PURPOSES ONLY TO ESTABLISH FUNDING FOR
POLICE PARKING AT 808 PAVONIA AVENUE
NAME OF CONTRACT: HARWOOD CORP.
TOTAL CONTRACT: \$28,800.00
TEMPORARY ENCUMBRANCY: \$7,300.00
TO COVER FROM 6/1/15 THRU 8/31/15
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 7,300.00

Req. Date: 04/09/2015

Requested By: PEGGYR

Buyer Id:

Approved By: _____

This Is Not A Purchase Order

City Clerk File No. Ord. 15.058

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 15.058

TITLE: ORDINANCE AUTHORIZING AN AMENDMENT TO THE FINANCIAL AGREEMENT FOR A SENIOR CITIZEN RENTAL HOUSING PROJECT CONSTRUCTED BY PADUA COURT URBAN RENEWAL, L.P., 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, Padua Court Urban Renewal, L.P., is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as Amended and Restated and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity owns certain property known as Block 9907, Lot 1 (formerly known as Lot 390, Lot 17A), on the City's Official Tax map, and more commonly known by the street address of 184-190 Brunswick Street/350 Sixth Street, and more specifically described by metes and bounds, in the application [Property]; and

WHEREAS, on November 22, 1994, pursuant to Ordinance 94-110, the City granted the Applicant a 30 year long term tax exemption for the renovation of an existing vacant building to create 39 units of affordable housing for senior citizens [Property]; and

WHEREAS, the City and the Entity entered into a Financial Agreement dated as of June 20th, 1995, for the Property, which required the Entity to pay 15% (fifteen percent) of its Gross Annual Revenue; and

WHEREAS, it had been the practice of the parties to allow the Entity to deduct utilities from Annual Gross Revenue from its annual audited financial statement each year since the tax exemption was awarded; and

WHEREAS, the Original Financial Agreement is silent as to the issue of the deduction of the utilities from Annual Gross Revenues; and

WHEREAS, by agreement of the parties, on January 13, 2015, the Entity filed an Application with the City to amend both Section 1.2(iii), Annual Gross Revenue, to expressly incorporate the deduction of utilities, and Section 11.1(b), to substitute a new contact address for the Entity in its Financial Agreement; and

WHEREAS, the amendment to Section 1.2(iii) will redefine Annual Gross Revenue, to allow the Entity to deduct any utility expenses or charges of the Project paid by the Entity from its Gross Revenue, to memorialize the parties' practice; and

WHEREAS, the Entity is also seeking to amend Section 11.1(b) to acknowledge Silverman Building, LLC, 279 Grove Street, Jersey City, NJ 07302, as its new contact under the Financial Agreement.

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

ORDINANCE AUTHORIZING AN AMENDMENT TO THE FINANCIAL AGREEMENT FOR A SENIOR CITIZEN RENTAL HOUSING PROJECT CONSTRUCTED BY PADUA COURT URBAN RENEWAL, L.P., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

A. The application for an Amended and Restated Financial Agreement of Padua Court Urban Renewal, L.P., 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 9907, Lot 1 (formerly known as Lot 390, Lot 17A), more commonly known by the street address of 184-190 Brunswick Street/350 Sixth Street, 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 Amendment to the Financial Agreement. The Amended and Restated Financial Agreement shall include the following amendments to its terms and conditions:

- 1. Section 1.2(iii), Annual Gross Revenue, of the original Financial Agreement is hereby amended to allow the Entity to deduct any annual utility expenses or utility charges of the Project paid by the Entity, from Annual Gross Revenue;
- 2. The contact set forth in Section 11.1(b) is hereby deleted in its entirety and Silverman Building, LLC, 279 Grove Street, Jersey City, NJ 07302, is substituted as the Entity's contact.

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

D. The application to amend the tax exemption Financial Agreement is on file with the office of the City Clerk. The Amended Financial 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.

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

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

DJ/JM/he
4/13/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING AN AMENDMENT TO THE FINANCIAL AGREEMENT FOR A SENIOR CITIZEN RENTAL HOUSING PROJECT CONSTRUCTED BY PADUA COURT URBAN RENEWAL, L.P., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

Initiator

Department/Division	Tax Collections	Tax Collections
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	(201) 547-5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Entity filed an Application with the City to amend both Section 1.2(iii), Annual Gross Revenue, to expressly incorporate the deduction of utilities, and Section 11.1(b), to substitute a new contact address for the Entity and to acknowledge Silverman Building, LLC, 279 Grove Street, Jersey City, NJ 07302, as its new contact under the Financial Agreement.

The amendment to Section 1.2(iii) will redefine Annual Gross Revenue, to allow the Entity to deduct any utility expenses or charges of the Project paid by the Entity from its Gross Revenue, to memorialize the parties' practice.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

AMENDMENT TO FINANCIAL AGREEMENT

THIS AMENDMENT TO FINANCIAL AGREEMENT (the "Financial Agreement Amendment No. 1"), dated as of _____, 2015, by and between **THE CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey with offices at 280 Grove Street, Jersey City, New Jersey 07302 (the "City"), and **PADUA COURT URBAN RENEWAL, L.P.**, a limited dividend urban renewal entity, qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, codified in N.J.S.A. 40A:20-1 et seq., having its principal office at 279 Grove Street, Jersey City, New Jersey 07302 (the "Entity" and, together with the City, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meaning as set forth in the hereinafter defined Original Financial Agreement.

RECITALS:

WHEREAS, the Parties entered into that certain Financial Agreement, dated June 20, 1995, with regards to a long term tax exemption granted for the Project (the "Original Financial Agreement" and, together with Financial Agreement Amendment the "Financial Agreement Amendment"); and

WHEREAS, it had been the practice of the Parties during the term of the Original Financial Agreement to deduct utilities paid by the Entity from Annual Gross Revenues, as reflected in its annual audited financial statement; and

WHEREAS, the Original Financial Agreement is silent as to the issue of the deduction of the utilities from Annual Gross Revenues; and

WHEREAS, the Parties desire to amend the Original Financial Agreement to expressly incorporate the deduction of utilities paid by the Entity from Annual Gross Revenues in accordance with the parties' practice; and

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

Section 1. SECTION 1.2(iii) - Annual Gross Revenue of the Original Financial Agreement is hereby amended to read in its entirety as follows:

"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, garbage removal and

insurance charges, whether paid for by the landlord, tenant or a third party, provided however, any utility expenses or charges of the Project that are paid by the Entity shall be deducted from Gross Revenue.”

Section 2. Section 11.1(b) of the Notice provisions of the Original Financial Agreement is hereby amended to read in its entirety as follows:

“(b) When sent by the City to the Entity
Padua Court Urban Renewal Entity, L.P.
c/o Silverman Building, LLC
279 Grove Street
Jersey City, New Jersey 07302
Attn: Eric Silverman

with copy to:

DeCotiis, FitzPatrick and Cole, LLP
500 Frank W. Burr Boulevard
Suite 31
Teaneck, New Jersey 07666
Attn: Matthew C. Karrenberg, Esq.”

Section 3. Other than as set forth in Section 1 and Section 2 hereof, nothing contained herein shall alter, modify or amend any other provision of the Original Financial Agreement and the Financial Agreement Amendment, including each and every other such provision therein, shall remain in full force and effect.

Section 4. This Financial Agreement Amendment may be executed in one or more counterparts and when each Party has executed and delivered at least one counterpart, this Financial Agreement Amendment shall become binding on the Parties and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Financial Agreement Amendment to be executed, all as of the date first above written.

ATTEST:

PADUA COURT URBAN RENEWAL, L.P.

By: _____
Eric Silverman, Managing Member

ATTEST:

THE CITY OF JERSEY CITY

Robert Byrne, City Clerk

By: _____
Robert J. Kakoleski
Business Administrator

City Clerk File No. Ord. 15.059
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 15.059

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 5302, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 319 TONNELE AVENUE

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

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

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the proposed construction of a commercial building with approximately 151,500 square feet of commercial space, and sixteen (16) on-site parking spaces approximating an additional 9,181 square feet on the Property, is permitted for a period of five (5) years; and

WHEREAS, 319 Tonnele SP, LLC, is the delegate of contract purchaser, the William Warren Group, for the construction of a three (3) story building with approximately 151,500 square feet of commercial space located on the ground floor, and sixteen (16) on-site parking spaces equaling 9,181 square feet on the Property, located in Block 5302, Lot 2, on the City's Tax Map and more commonly known by the street address of 319 Tonnele Avenue, Jersey City, N.J.; and

WHEREAS, the William Warren Group will assign the contract for sale to 319 Tonnele SP, LLC at closing, and 319 Tonnele SP, LLC will take title to the property, as certified to in Exhibit A-5 of the Application; and

WHEREAS, the closing shall take place within thirty (30) days of the adoption of the within ordinance; and

WHEREAS, construction has not commenced on the Property; and

WHEREAS, on March 20, 2015, 319 Tonnele SP, LLC, the contract purchaser's delegate, filed an application with the Tax Assessor to tax exempt the proposed construction of the commercial space, a copy of which application is attached hereto; and

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 5302, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 319 TONNELE AVENUE

WHEREAS, 319 Tonnele SP, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, estimated as follows:

- (a) Year 1: the tax year in which the structure will be completed. \$0 taxes;
- (b) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$79,725;
- (c) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$159,450;
- (d) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$239,176; and
- (e) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$318,901;

WHEREAS, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$398,626 a year; and

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

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

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$398,626; and

WHEREAS, 319 Tonnele SP, LLC has agreed to pay the sum of \$241,022 to the City's Affordable Housing Trust Fund; and

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed three (3) story building located in Block 5302, Lot 2, and more commonly known by the street address of 319 Tonnele Avenue, Jersey City, N.J., is hereby approved.

2. The Mayor or Business Administrator is hereby authorized to execute a tax exemption agreement which shall contain at a minimum, the following terms and conditions:

- (a) estimated tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ. AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 5302, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 319 TONNELE AVENUE

- (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$79,725;
- (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$159,450;
- (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$239,176; and
- (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$318,901.

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

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A. 40A:21-11(b).

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

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

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

(f) Affordable Housing Trust Fund: \$1.50 per square foot x 151,500 square feet for retail commercial and 9,181 square feet for parking or for a total of \$241,022.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.
4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).
- A. All ordinances and parts of ordinances inconsistent herewith are hereby

repealed.

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ. AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 5302, LOT 2, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 319 TONNELE AVENUE

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

C. The closing of sale shall take place within thirty (30) days of the date of adoption of the within Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded, unless otherwise extended by the City at its sole discretion.

D. The applicant shall execute the tax exemption Tax Agreement within ninety (90) days of the date of adoption of the within Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded, unless otherwise extended by the City at its sole discretion.

E. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Applicant's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Applicant fail to make timely payments, interest shall begin to accrue at the rate set forth in the tax exemption agreement.

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

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

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

DHJ/he
4/9/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

An Ordinance Approving A Five-Year Tax Exemption for a Market Rate Public Storage Facility to be Constructed by 319 Tonnele SP, LLC. It is known as 319 Tonnele Avenue, Block 5302, Lot 2, Under the Short-Term Tax Exemption Law N.J.S.A. 40A:21-1 et. seq.

Initiator

Department/Division	Mayor's Office	
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	vigilm@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The applicant, 319 Tonnele Avenue, is applying for a five (5) year tax abatement under N.J.S.A. 40 A: 21-1 et seq. It will be new construction of a three (3) story plus basement public storage warehouse. The application fee of \$3,500 was paid. The property, known as 319 Tonnele Avenue, is currently a vacant lot. Consisting of Block 5302, Lot 2, it is at the intersection of Tonnele Avenue and Utica Street. It is adjacent the Penhorn Creek Branch Main Line Railroad Tracks. The property is approximately 3.05 acres. The proposed project is a 151,500 square foot three (3) story plus basement building self storage facility with approximately 118,700 rentable square feet of self storage space. In addition there will be sixteen (16) parking spaces.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

TIER ONE (5 YEAR)
4-09-15
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____ day of _____, 2015, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and **319 TONNELE SP, LLC**, [Applicant /Owner], whose principal place of business is 201 Wilshire Boulevard, Suite 102, Santa Monica, CA 90401.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is the delegate of contract purchaser, the William Warren Group, of certain property located at 319 Tonnele Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 5302, Lot 2, on the Tax Assessor's Map, more commonly known by the street address of 319 Tonnele Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property] and Exhibit A-5;

WHEREAS, the William Warren Group will assign the contract for sale to 319 Tonnele SP, LLC at closing, and 319 Tonnele SP, LLC will take title to the property, as certified to in Exhibit A-5 of the Application; and

WHEREAS, on or about March 20, 2015, the Applicant applied for a five year tax exemption to construct a new Commercial structure on the Property consisting of a three (3) story plus basement self-storage facility to contain approximately 151,500 square feet of retail commercial space and 9,181 square feet of parking space [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

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

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

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new Commercial structure consisting of a three (3) story plus basement self-storage facility to contain approximately 151,500 square feet of retail commercial space and 9,181 square feet of parking space [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

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

1. For the full calendar of Year 1, no payment in lieu of taxes;
2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$79,725;
3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$159,450;
4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$239,176; and
5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$318,901.

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

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$3,500** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

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

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

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

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

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

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

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

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

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND

CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$241,022 or [\$1.50 per square foot of retail commercial space x 151,500 square feet, plus 9,181 square feet of parking] 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 Tax 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 Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

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

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

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

ARTICLE XIII: NOTICES

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

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ___ day of _____, 2015, between the **CITY OF JERSEY CITY** [City] having its principal office at 280 Grove Street, Jersey City, NJ 07302, and **319 TONNELE SP, LLC** [Recipient], having its principal office at 201 Wilshire Boulevard, Suite 102, Santa Monica, CA 90401.

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 an agreement 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. Construction Contract means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway or other improvement on a Project Site.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or tax exemption for a property or project which requires approval of the Municipal Council.
6. "Employment" includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. Jersey City Employment and Training Corporation or "JCEPT" means the non-profit quasi public Entity with whom the City has an operating agreement to undertake certain employment services.
8. "Local Business" means a bona fide business located in Jersey City.
9. "Minority" means a person who is defined as such under federal or state law.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.
11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor and Workforce Development, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.
12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.
13. "Project or Project Site" means the specific work location or locations specified in the contract.
14. The "Project Employment & Contracting Coordinator" or "Coordinator" is the employee in the Department of Administration presently, the Executive Director of the Jersey City Employment & Training Program, Inc., 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 Coordinator. The Coordinator may refer a developer to the JCEPT or its one-stop career center so long as the City and JCEPT agreement is in full force and effect.
15. The "Project Employment & Contracting Monitor" or "Monitor" is the employee in the Department of Administration who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting administration as stipulated by this agreement.
16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.
17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.
18. "The Registry" or "Jersey City Employment Registry" means a data base maintained by the City or its designee, of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.
19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.
20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

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

II. Purpose: Construction Jobs, Business Contracting, Permanent Jobs

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.

Because this project is not subject to the terms of a Project Labor Agreement during construction, this agreement shall apply to all Construction Jobs, Business Contracts and non-construction Permanent Jobs. Recipients are also required to notify any commercial tenants of employment services available from the City.

III. 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 shall send a letter designating its "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 1. This 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 2.

IV. Term:

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

V. 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 shall only be required to submit the periodic certified manning and certified payroll reports described below to confirm ongoing compliance. All other Recipients must comply with the following Good Faith goals.

1. **Employment (Construction and Permanent Jobs):** 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.

VI. Good Faith Defined. Construction Jobs:

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any

construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

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

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

VII. Good Faith Defined. Permanent Jobs:

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 meet with the Coordinator, including the director of JCETP 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.

- B. 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 3.
- C. 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 1.A.(i)-(vi) and notify the City.
- D. Subcontractors of Subcontractors--Subcontractors of subcontractors are subject to the same requirements for the initial subcontractors.
- E. 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 4.
- F. 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 DEO and the JCEPT 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 referral of qualified applicants to the Recipient.
- G. 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 DEO with a copy of this advertisement.
- H. Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
- I. Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this

report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.

- J. 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.
- K. 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 any reports.
- L. 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.
- M. 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.

VIII. **Good Faith Defined. Business Contracts**

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

i) Solicitation of Businesses:

- a) One month before the solicitation for any goods or services, the Recipient must forward a letter with a description of the goods or services to the Project Employment and Contracting Coordinator;
- b) The Recipient shall provide the City with a written Purchasing Report every month. The form of this report shall be in substantially the form found in Appendix 6.
- 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 DEO and the JCEPT 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 referral of 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 DEO with a copy of this advertisement.

- e) Pre-Hiring Interview: The Recipient shall interview any qualified applicants referred to it pursuant to the agreement. In the event advertisement is required, the Recipient agrees to interview any qualified persons responding to the advertisement.
 - f) Monthly Employment Reports: The Recipient will submit written employment reports to the Project Employment & Contracting Monitor in the form to be provided by the City. The report will be submitted on the 1st day of every month. It will describe each job and state whether the job was filled or held by a City resident, minority resident or woman resident and date of hire. The report will explain in writing the reasons why any qualified referred applicant (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired and the reason therefore. The form of this report shall be in substantially the form found in Appendix 5, subject to such revision as the City deems appropriate and reasonable. Monthly reports may be extended to semi-annually reports once the initial workforce is hired.
 - 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 any 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.
- B. 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 Project Employment and Contracting Monitor of a Recipient, 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.

IX. Good Faith Defined. Commercial Tenants at the Project Site

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

- A. The Recipient shall send all tenants of commercial space, including retail space, within the Project Site a Tenant Employment Services Guide in the form attached as Appendix 7.
- B. The Recipient shall require tenants of commercial, including any retail space to complete an annual questionnaire concerning the composition of the work force of each tenant. The completed questionnaire be submitted to the Project Employment & Contracting Monitor. The questionnaire shall be in the form attached as Appendix 8.
- C. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than December 1st of each year.

X. 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 7 days to correct the violation.
- 2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City the City shall 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.
- 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.

If the City determines that the Recipient is in violation after the expiration of the cure periods, the Recipient agrees that the City shall be entitled to the liquidated damages provided below.

XI. Liquidated Damages:

- 1. 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 cure period, the City will be entitled to liquidated damages from the Recipient in the following amounts:

- A. Failure to file Initial Manning Report (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracts): an amount equal to Five percent (5%) increase in the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to conduct Pre-hiring Interviews or submit Compliance Statement (Submit description of goods or services, (Business Contracting): an amount equal to Three (3%) percent of the estimated annual service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- B. Failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Three (3%) percent increase service charge as set forth in the Financial Agreement for each quarter or part thereof that the Recipient is non compliant.
- 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 Ten (10%) service charge as set forth in the Financial Agreement for each quarter or part thereof, the Recipient is non compliant.

XII. 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:

319 Tonnele SP, LLC
201 Wilshire Blvd.-Suite 102
Santa Monica, CA 90401
Att:

and

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

City of Jersey City
Department of Administration
Division of Economic Opportunity
Project Employment & Contracting Monitor
280 Grove Street
Jersey City, New Jersey 07302
Att: Division Director

and

Director of Jersey City Employment and Training Program, Inc
895 Bergen Avenue—2nd Floor
Jersey City, NJ 07306
Att: Executive Director

with separate copies to the Mayor and the Business Administrator.

XIII. Appendix

These forms are examples only and shall be in substantially the form on file in the Division of Economic Opportunity, subject to modifications from time to time by the City as necessary or appropriate.

1. Letter designating Recipient's Project Employment & Contracting Officer
2. Letter from Recipient to Employees of Recipient's Company
3. Acknowledgment of PECA compliance of Subcontractor
4. Example of Hiring Plan
5. Example of Monthly Employment Report
6. Example of Monthly Purchasing Report
7. Tenant Employment Services Guide
8. Commercial Retail Annual Questionnaire

XIV. 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.

In the event there are any conflicts between this Agreement and any Project Labor Agreement, then as it pertains to construction jobs covered by the PLA, 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

Robert J. Kakoleski
Business Administrator

WITNESS:

319 TONNELE SP, LLC

Secretary

President

City Clerk File No. Ord. 15.060

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 15.060

TITLE:

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A FOUR-STORY, FORTY-SIX (46) UNIT MARKET RATE RESIDENTIAL RENTAL "LIVE/WORK" PROJECT LOCATED AT BLOCK 17301 LOT 11, AND KNOWN BY THE STREET ADDRESS OF 170 LAFAYETTE STREET, TO BE CONSTRUCTED BY 170 LAFAYETTE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

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

WHEREAS, 170 Lafayette Urban Renewal, LLC is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the Contract Purchaser of certain property known as Block 17301, Lot 11 on the City's Official Tax map, and more commonly known by the street address of 170 Lafayette Street, and more specifically described by metes and bounds, in the application [Property]; and

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

WHEREAS, the Entity has applied for a 20 year long term tax exemption to renovate and restore a four (4) story historical industrial building and two and one-half (2 ½) historical annex building, both of which were formerly used as a warehouse, and have been vacant for some time. The existing industrial building was designated as a historical building/landmark pursuant to Ordinance 03-057; and

WHEREAS, the redevelopment of the existing structures will convert the buildings to a market residential work/live lofts project, containing forty-six (46) residential rental units, and fifty (50) surface parking spaces, provided pursuant to an easement agreement, recorded on August 1, 2001, and annexed to Exhibit 1 in the Financial Agreement; and

WHEREAS, the Entity has a contract to purchase the property dated December 19, 2014, from Fresh Pond, LLC d/b/a 170 Lafayette, LLC, seller; and the closing of the sale shall take place within ninety (90) days of the date of adoption of the herein Ordinance; and

WHEREAS, the Project received initial final site plan approval from the Planning Board on March 11, 2003, as amended on November 13, 2006; and

WHEREAS, the total cost of construction is estimated to be \$7,000,000; and

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A FOUR-STORY, FORTY-SIX (46) UNIT MARKET RATE RESIDENTIAL RENTAL "LIVE/WORK" PROJECT LOCATED AT BLOCK 17301 LOT 11, AND KNOWN BY THE STREET ADDRESS OF 170 LAFAYETTE STREET, TO BE CONSTRUCTED BY 170 LAFAYETTE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.L.S.A. 40A:20-1 ET SEQ.

WHEREAS, 170 Lafayette Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of Annual Gross Revenue each year, which sum is estimated to be \$98,515.00, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 1% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses;
4. pay to City for remittance to Hudson County, an equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$81,150.00. This payment is nonrefundable and nontransferable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term.

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 \$21,559, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$98,515 to the City and an additional sum of approximately \$4,926 to Hudson County;
2. it is expected that the Project will create approximately 40 jobs during construction, and two (2) permanent part-time jobs after construction;
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 Morris Canal Redevelopment Plan area;
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 insure the likelihood of the success of the Project; and

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A FOUR-STORY, FORTY-SIX (46) UNIT MARKET RATE RESIDENTIAL RENTAL "LIVE/WORK" PROJECT LOCATED AT BLOCK 17301 LOT 11, AND KNOWN BY THE STREET ADDRESS OF 170 LAFAYETTE STREET, TO BE CONSTRUCTED BY 170 LAFAYETTE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

WHEREAS, 170 Lafayette Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk; and

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

- A. The application of 170 Lafayette Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, 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 17301, Lot 11, more commonly known by the street address of 170 Lafayette Avenue, 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 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$21,559 upon Project Completion, whether or not the Project is occupied; or
 - (b) 10% of Annual Gross Revenue, estimated at \$98,515, which shall be subject to statutory increases during the term of the tax exemption.
 3. Administrative Fee: 1% of the prior year's Annual Service Charge;
 4. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or \$4,926;
 6. Affordable Housing Trust Fund: provide a contribution to the City's Affordable Housing Trust Fund, pursuant to Ordinance 03-112, in the amount of \$81,150, which represents \$1500 per unit at 46 units (\$69,000) and \$1.50 per approximately 8,100 square feet of parking (\$12,150). This payment is nonrefundable and nontransferrable and shall be forfeited by the Entity should either party terminate the tax exemption prior to the end of the herein term;
 7. Project: a four (4) story building with a total of 46 market residential work/live rental loft units, and approximately fifty (50) surface area parking spaces;
 8. An obligation to execute (i) a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A FOUR-STORY, FORTY-SIX (46) UNIT MARKET RATE RESIDENTIAL RENTAL "LIVE/WORK" PROJECT LOCATED AT BLOCK 17301 LOT 11, AND KNOWN BY THE STREET ADDRESS OF 170 LAFAYETTE STREET, TO BE CONSTRUCTED BY 170 LAFAYETTE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

9. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.
- C. The closing of sale shall take place within ninety (90) days of the date of adoption of the herein Ordinance and prior to the execution of the Financial Agreement. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded, unless otherwise extended by the City at its sole discretion.
- D. The applicant shall execute the tax exemption Tax Agreement within ninety (90) days of the date of adoption of the herein Ordinance. Failure to comply shall result in the Ordinance being repealed and the tax exemption rescinded, unless otherwise extended by the City at its sole discretion.
- E. 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.
- F. 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.
- G. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the tax exemption agreement.
- H. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- I. 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.
- J. This ordinance shall take effect at the time and in the manner provided by law.

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A FOUR-STORY, FORTY-SIX (46) UNIT MARKET RATE RESIDENTIAL RENTAL "LIVE/WORK" PROJECT LOCATED AT BLOCK 17301 LOT 11, AND KNOWN BY THE STREET ADDRESS OF 170 LAFAYETTE STREET, TO BE CONSTRUCTED BY 170 LAFAYETTE URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

K. 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/DJ/mw
4/13/15

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Twenty Year Tax Exemption for a Market Rate Residential Rental Project to be Constructed by 170 Lafayette Street Urban Renewal, LLC An Urban Renewal Entity pursuant to the Long term Tax Exemption Law N.J.S.A. 40A:20-1 et. seq.

Initiator

Department/Division	Administration	Mayor's Office
Name/Title	Marcos Vigil	
Phone/email	(201) 547-6542	bplatt@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The applicant, 170 Lafayette Urban Renewal LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be the renovation of an existing four (4) story industrial building into a market rate rental project within the Morris Canal Redevelopment Plan area. The application fee of \$9,500 was paid. The proposed project will consist of forty-six (46) market rate work/live rental lofts Fifty (50) parking spaces will be provided through an existing easement agreement with an adjacent property owner.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

170 Lafayette Street

1. Ownership disclosure certification
2. Fiscal Impact Cost Projection
3. Good Faith estimate of rental income/condo
4. Projected construction costs
5. Schedule of ASC over the abatement
6. Tax Assessor spreadsheet
7. Projection of sales price for condos (n/a)
8. Memorandum from Al Cameron to the Law Department
9. Financial Agreement (attached to the Ordinance)

EXHIBIT F

170 LAFAYETTE URBAN RENEWAL, LLC

Disclosure Statement

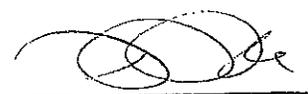
NAME OF ENTITY: 170 Lafayette Urban Renewal, LLC
NAME OF PROJECT: 170 Lafayette Street
Jersey City, New Jersey
PRINCIPAL PLACE OF BUSINESS: 15 Wilkinson Avenue
Jersey City, New Jersey 07305
NAME OF REGISTERED AGENT: Maninder Sethi
ADDRESS: 15 Wilkinson Avenue
Jersey City, New Jersey 07305

I CERTIFY THAT THE FOLLOWING LIST REPRESENTS THE NAMES OF ALL MEMBERS OWNING A 10% OR GREATER INTEREST IN THE ABOVE URBAN RENEWAL ENTITY (IF ONE OR MORE OF THE ABOVE NAMED IS ITSELF AN ENTITY, THE APPLICANT WILL PROVIDE THE NAMES OF ANY ENTITY OWING A 10% OR GREATER INTEREST THEREIN)

NAME	ADDRESS	PERCENT OWNED
Maninder Sethi	1407 Broadway Suite 1807 New York, New York 10018	100%

I FURTHER CERTIFY THAT NO OFFICER OR EMPLOYEE OF THE CITY OF JERSEY CITY HAS ANY INTEREST, DIRECT OR INDIRECT, IN THIS ENTITY.

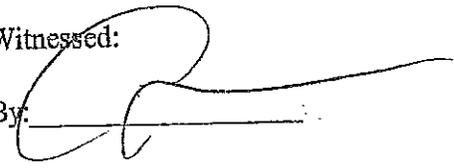
170 Lafayette Urban Renewal, LLC

By: 

Name: Maninder Sethi

Office: Manager

Witnessed:

By: 

FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS - TIER 3 - 20 YEAR)

Block: 17301 Lot: 11 Loc: 170 LAFAYETTE

Market Rate Rental Units with Retail & Parking	Number of Units	Demographic Multipliers (Transit Oriented Development)**				Annual Expenditures		Total Annual Expenditures		
		Household	Students	Total		Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
				Residents	Students					
Planned Development										
Studio	1	1.000	0.000	1.00	0.00	\$1,163.68	\$3,445.00	\$1,163.68	\$0.00	\$1,163.68
1 Bedroom	37	1.421	0.050	52.58	1.85	\$1,163.68	\$3,445.00	\$61,182.88	\$6,373.25	\$67,556.13
2 Bedroom	8	2.012	0.120	16.10	0.96	\$1,163.68	\$3,445.00	\$18,730.62	\$3,307.20	\$22,037.82
TOTAL	46			69.67	2.81			\$81,077.18	\$9,680.45	\$90,757.63

1. Total Municipal Ratables	\$5,916,171,471	4. CY 2014 Budget	\$516,641,147	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	\$	90,757.63
2. Residential Ratables	\$3,299,371,882			7. Per Capita Municipal Cost	\$1,163.68	10. Anticipated Gross PILOT 1st Year		
Commercial Ratables	\$1,439,637,425			8. Annual Expenditures Per Student**	\$3,445.00	10% AGR	\$	98,515.00
3. Residential Ratables as a Percentage of Total Ratables	55.77%	5. Residential Portion	\$288,124,048			1% Admin	\$	985.15
						5% County	\$	4,925.75
						Less Land	\$	(7,805.70)
						11. 1st Year Net PILOT	\$	96,620.20
						12. Implied Surplus (Cost)	\$	5,862.57

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

*Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006

**Source: 2014-2015 Jersey City Municipal Cost Per Pupil

EXHIBIT B-1

170 LAFEYETTE URBAN RENEWAL, LLC

DESCRIPTION OF RESIDENTIAL LEASES
GOOD FAITH ESTIMATE OF INITIAL RENTS

1. Name of Tenant	Various		
2. Term of Lease	No less than 12 months each		
3. Number of Units	Studio (1) 1 Bedroom (37) 2 Bedroom (8) Total 46		
4. Rent per Units			
<u>Apartments</u>	<u>Units</u>	<u>Monthly</u>	<u>Annual</u>
Studio	1	\$1,300	\$15,600.00
1 Bedroom/1 Bath	10	\$16,000	\$192,000.00
1 Bedroom/1 Study/1 Bath	8	\$16,000	\$192,000.00
1 Bedroom/1 Study/1.5 Bath	10	\$22,000	\$264,000.00
1 Bedroom/1 Study/2 Bath	8	\$17,200	\$137,600.00
1 Bedroom/2 Bath	1	\$1,850	\$22,200.00
2 Bedroom/1 Bath	2	\$4,000	\$48,000.00
2 Bedroom/2 Bath	6	\$13,800	\$165,600.00
Total Potential Res. Rental Income	46		\$1,037,000.00
5. Total Rent	\$1,037,000.00		
6. Premium paid directly by Tenant Annually			
a. Fire & other insurance	N/A		
b. Real Estate Taxes of Assessments on property in project	N/A		
c. Operating and maintenance expenses ordinarily paid by tenant	N/A		
7. Renewal Option (Yes / No)			
a. Number of Years	One		
b. Renewal Rent	Market increases		
8. Special Features (step-up rents, etc.)	None		

EXHIBIT B-2

170 LAFAYETTE URBAN RENEWAL, LLC

ESTIMATED FISCAL PLAN

Rental Income:

<u>Apartments</u>	<u>Units</u>	<u>Monthly</u>	<u>Annual</u>
Studio	1	\$1,300	\$15,600.00
1 Bedroom/1 Bath	10	\$16,000	\$192,000.00
1 Bedroom/1 Study/1 Bath	8	\$16,000	\$192,000.00
1 Bedroom/1 Study/1.5 Bath	10	\$22,000	\$264,000.00
1 Bedroom/1 Study/2 Bath	8	\$17,200	\$137,600.00
1 Bedroom/2 Bath	1	\$1,850	\$22,200.00
2 Bedroom/1 Bath	2	\$4,000	\$48,000.00
2 Bedroom/2 Bath	6	\$13,800	\$165,600.00
Total Potential Res. Rental Income	46		\$1,037,000.00
Vacancy (5%)			\$51,850.00
Annual Gross Revenue			\$985,150.00

Property, administrative and financial expenses:

Payment in lieu of real estate taxes -	\$98,515
Management Fee	\$50,000
Leasing Expenses	\$10,000
Repairs and Maintenance	\$10,000
Insurance	\$30,000
Utilities	\$12,000
Labor - Payroll, Taxes & Benefits	\$30,000
Advertising/Marketing	\$5,000
Miscellaneous Operating Expenses	\$10,000
Reserves	\$5,000
Legal/Accounting/Admin/Licensing	\$5,000
Exterminator	\$2,000
Elevator Maintenance	\$10,000
Water/Sewer	<u>\$20,000</u>
Total Expenses	\$297,515.00
Net Operating Income	\$687,635.00
Estimated Debt Service	\$450,000.00

170 LAFAYETTE URBAN RENEWAL, L.L.C. - 70 YEAR FISCAL PLAN - EXHIBIT B-2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
INCOME																				
GROSS INCOME	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00	\$1,037,000.00
SA VACANCY	\$51,850.00	\$52,887.00	\$53,924.00	\$54,961.00	\$55,998.00	\$57,035.00	\$58,072.00	\$59,109.00	\$60,146.00	\$61,183.00	\$62,220.00	\$63,257.00	\$64,294.00	\$65,331.00	\$66,368.00	\$67,405.00	\$68,442.00	\$69,479.00	\$70,516.00	\$71,553.00
ADJUSTED GROSS INCOME	\$985,150.00	\$984,113.00	\$983,076.00	\$982,039.00	\$980,999.00	\$979,959.00	\$978,919.00	\$977,879.00	\$976,839.00	\$975,799.00	\$974,759.00	\$973,719.00	\$972,679.00	\$971,639.00	\$970,599.00	\$969,559.00	\$968,519.00	\$967,479.00	\$966,439.00	\$965,399.00
EXPENSES																				
PILOT PAYMENT	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00	\$18,315.00
Legal/Accounting/Admin/Insurance	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Leasing Expenses	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Repairs and Maintenance	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Utilities	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Labor - Payroll, Taxes, Benefits	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Miscellaneous Operating Expenses	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Advertising Marketing	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Reserves	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Legal/Accounting/Admin/Insurance	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Speaker Maintenance	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Water/Sewer	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
TOTAL EXPENSES	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00	\$27,315.00
NET OPERATING INCOME	\$957,835.00	\$956,798.00	\$955,761.00	\$954,724.00	\$953,687.00	\$952,650.00	\$951,613.00	\$950,576.00	\$949,539.00	\$948,502.00	\$947,465.00	\$946,428.00	\$945,391.00	\$944,354.00	\$943,317.00	\$942,280.00	\$941,243.00	\$940,206.00	\$939,169.00	\$938,132.00
DEBT SERVICE	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00	\$450,000.00
CASH FLOW	\$507,835.00	\$506,798.00	\$505,761.00	\$504,724.00	\$503,687.00	\$502,650.00	\$501,613.00	\$500,576.00	\$499,539.00	\$498,502.00	\$497,465.00	\$496,428.00	\$495,391.00	\$494,354.00	\$493,317.00	\$492,280.00	\$491,243.00	\$490,206.00	\$489,169.00	\$488,132.00

EXHIBIT B-3

170 LAFAYETTE URBAN RENEWAL, LLC

ANNUAL GROSS REVENUE COMPUTATION

(1) Total Annual Effective Gross Rental Income -	
Market Rate (residential less 5% vacancy)	\$ 985,150.00
(2) Real Estate Taxes and/or Assessment on Property*	\$ NONE
(3) Insurance Premiums*	\$ NONE
(4) Operating, Maintenance or Repair Expenses*	\$ NONE

*NJSA 40A:20-3(a) provides that "the financial agreement shall establish the method of computing gross revenue for the entity, and the method of determining insurance, operating and maintenance expenses paid by a tenant which are ordinarily paid by a landlord, which shall be included in gross revenue..."

Total Annual Gross Rental

<u>Apartments</u>	<u>Units</u>	<u>Monthly</u>	<u>Annual</u>
Studio	1	\$1,300	\$15,600.00
1 Bedroom/1 Bath	10	\$16,000	\$192,000.00
1 Bedroom/1 Study/1 Bath	8	\$16,000	\$192,000.00
1 Bedroom/1Study/1.5 Bath	10	\$22,000	\$264,000.00
1 Bedroom/1 Study/2 Bath	8	\$17,200	\$137,600.00
1 Bedroom/2 Bath	1	\$1,850	\$22,200.00
2 Bedroom/1 Bath	2	\$4,000	\$48,000.00
<u>2 Bedroom/2 Bath</u>	<u>6</u>	<u>\$13,800</u>	<u>\$165,600.00</u>
Total Potential Res. Rental Income	46		\$1,037,000.00
Vacancy (5%)			\$51,850.00
Annual Gross Revenue			\$985,150.00
Annual Payment in Lieu of Taxes: (10%) Years 1-20			\$98,515.00

EXHIBIT C

170 LAFAYETTE URBAN RENEWAL, LLC

Projection of Total Project Costs (per N.J.S.A. 40A:20-3(h)):

Total Project Cost

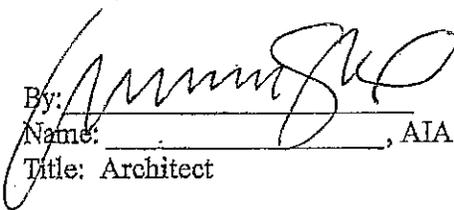
Land and Improvement Cost	\$4,600,000
Architects/ Engineers	\$200,000
Surveying & Testing	\$150,000
Construction Costs	\$7,000,000
Insurance, Interest, Finance Costs, Soft costs during construction	\$300,000
Costs of Obtaining Initial Permanent Financing	\$100,000
Commissions and Marketing Expenses in connection with leasing of units	\$75,000
Real Estate taxes and assessments during construction period	\$75,000
Developer's Overhead (5% of construction costs as set forth in N.J.S.A. 40A:20-3 (h))	\$386,667
Total	\$12,886,667

EXHIBIT C-1

170 LAFAYETTE URBAN RENEWAL, LLC

Certification of Estimated Construction Costs

On this 16 day of Jan, 2014, the undersigned being the architect for the Project to be developed by 170 Lafayette Urban Renewal, LLC, does hereby certify to the best of my knowledge and belief that Exhibit C accurately reflects the estimated actual construction costs of the Project proposed on Block 17301, Lot 11 (formerly known as Block 2057, Lot 17) and is commonly referred to as 170 Lafayette Street, Jersey City, New Jersey

By: 
Name: _____, AIA
Title: Architect

Witnessed:

By: 
Karneet Sethi

James S. McNeigh, P.C.
Architect & Planner
189 Schuyler Avenue
Kearny, NJ 07032

SERVICE CHARGE VS CONVENTIONAL

170 LAFAYETTE UR

*ASSUMING 74.34 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	105,000	COUNTY	5%	EXISTING ASSESSMENT	290,000
BLDG	1,963,800	ADMIN	1%		
TOTAL	2,068,800			PROJECTED SERVICE CHARGE (1ST YEAR)	98,515

YEAR	ASC w/ Phase-In Less Land Tax Credit	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County (5%)	Admin (1%)	Estimated Conventional Taxes On New Assessment (2% Annual Increase)	Step Up Rate	% of Conv.	Conventional Taxes at 51% (Estimated)	Current Taxes On Existing Assessment (2% Annual Increase)	Land Tax
1	90,709	98,515	98,515	4,926	985	153,795			78,435	21,559	7,806
2	92,523	100,485	100,485	5,024	1,005	156,870			80,004	21,990	7,962
3	94,374	102,495	102,495	5,125	1,025	160,008			81,604	22,430	8,121
4	96,261	104,545	104,545	5,227	1,045	163,208			83,236	22,878	8,283
5	98,187	106,636	106,636	5,332	1,066	166,472			84,901	23,336	8,449
6	100,150	108,769	108,769	5,438	1,088	169,802			86,599	23,802	8,618
7	102,153	110,944	110,944	5,547	1,109	173,198	20%	34,640	88,331	24,278	8,790
8	104,196	113,163	113,163	5,658	1,132	176,662	20%	35,332	90,097	24,764	8,966
9	106,280	115,426	115,426	5,771	1,154	180,195	20%	36,039	91,899	25,259	9,146
10	108,406	117,735	117,735	5,887	1,177	183,799	40%	73,520	93,737	25,765	9,329
11	110,574	120,089	120,089	6,004	1,201	187,475	40%	74,990	95,612	26,280	9,515
12	112,786	122,491	122,491	6,125	1,225	191,224	40%	76,490	97,524	26,805	9,705
13	115,041	124,941	124,941	6,247	1,249	195,049	60%	117,029	99,475	27,342	9,900
14	117,342	127,440	127,440	6,372	1,274	198,950	60%	119,370	101,464	27,888	10,098
15	119,689	129,988	129,988	6,499	1,300	202,929	60%	121,757	103,494	28,446	10,299
16	122,083	132,588	132,588	6,629	1,326	206,987	60%	124,192	105,564	29,015	10,505
17	158,186	135,240	168,902	8,445	1,689	211,127	80%	168,902	107,675	29,595	10,716
18	161,350	137,945	172,280	8,614	1,723	215,350	80%	172,280	109,828	30,187	10,930
19	164,577	140,704	175,725	8,786	1,757	219,657	80%	175,725	112,025	30,791	11,148
20	167,869	143,518	179,240	8,962	1,792	224,050	80%	179,240	114,265	31,407	11,371

TOTAL	2,342,738	2,393,655	2,532,395	126,620	25,324	3,736,804		1,509,505	1,905,770	523,817	189,658
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ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents

170 LAFAYETTE URBAN RENEWAL ASSOCIATES, LLC
BLOCK 17301 Lot 11
170 Lafayette St.

Block	Lot		Existing Prorated (subdvi.)	New Assessments	Good Faith ASC	Land Tax	Bldg. Assmt (Phased-In)
17301	11	Land	105,000	105,000			
		Bldg		1,963,800	98,515		1,963,800
		Total	105,000	2,068,800	98,515		1,963,800

Est. In-Lieu of Full Property Tax Payments An Amount Equal To A Percentage Of Taxes Otherwise Due On The Land and New Improvement According To The Following Stages:

		ASC	Annual Taxes* (Phased-In)
Stage One	From the 1st day of the month following substantial completion until the last day of the 6th year, the ASC shall be at 10% of Annual Revenue	\$ 98,515	\$ 7,806
Stage Two	Beginning on the 1st day of the 7th year and the last day of the 9th year of substantial completion, an amount equal to the greater of the ASC at 10% or 20% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 98,515	\$ 37,003
Stage Three	Beginning on the 1st day of the 10th year and the last day of the 12th year of substantial completion, an amount equal to the greater of the ASC at 10 or 40% of the amount of taxes otherwise due on the value of the land and improvements;	\$ 98,515	\$ 66,201
Stage Four	Beginning on the 1st day of the 13th year and the last day of the 16th year of substantial completion, an amount equal to the greater of the ASC at 10% or 60% of the amount of taxes otherwise		

due on the value of the land and improvements; \$ 98,515 \$ 7,806 \$ 90,686

Final Stage Beginning on the 1st day of the 17th year and the last day of the
20th year of substantial completion, an amount equal to the greater
of the ASC at 10% or 80% of the amount of taxes otherwise
due on the value of the land and improvements. \$ 98,515 \$ 7,806 \$ 124,597

3/30/2015 *Yearly Land and Improvement Yearly Tax \$ 153,795
 (Based on 2014 tax rate o \$74.34 & 30.02% Assessment Ratio)

DATE: March 6, 2015
TO: Diana Jeffrey (For distribution to City Council and City Clerk)
FROM: Al Cameron, Fiscal Officer - Tax Collector's Office
SUBJECT: TWENTY YEAR TAX ABATEMENT: MARKET RATE RESIDENTIAL RENTAL PROJECT – 170 Lafayette Urban Renewal LLC, 170 Lafayette Street - Block 17301 Lot 11

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, M. vigil, G. Corrado,

INTRODUCTION:

The applicant, 170 Lafayette Urban Renewal LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It will be the renovation of an existing four (4) story industrial building into a market rate rental project within the Morris Canal Redevelopment Plan area. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property is located within and surrounded by the Whitlock Cordage site. Know as 170 Lafayette, Street it consists of Block 17301 Lot 11.

PROPERTY TO BE CONSTRUCTED:

The proposed project will consist of forty-six (46) market rate work/live rental lofts in a rehabilitated four (4) story industrial building. Fifty (50) parking spaces will be provided through an existing easement agreement with an adjacent property owner. The residential units will consist of the following:

<u>Unit Type</u>	<u>Number of Units</u>
Studio	1
One Bedroom	37
Two Bedroom	8

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated at \$7,000,000 is certified by James McNeight, the applicant's architect. Total Project Cost is projected at \$12,886,667.

CONSTRUCTION SCHEDULE:

The applicant is prepared to begin construction in March 2015 and expected to be completed within twenty four (24) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates creation of forty (40) jobs during Construction and approximately two (2) permanent part-time jobs after construction. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

At the rate of \$1,500 per residential unit for forty-six (46) units and \$1.50 per square foot for 8,100 sq. ft. for fifty (50) parking spaces, the applicant proposes a total AHTF contribution of \$81,150. The square feet assigned for parking spots does not include the full amount of the parking area only an allocation of 162 Sq. Ft. per parking space.

170 LAFAYETTE URBAN RENEWAL LLC AHTF Payment

		Rate	Amount
Residential Units	46	\$1,500.00	\$69,000.00
Square footage Parking	8,100	\$1.50	\$12,150.00
Total AHTF Payment			\$81,150.00

CURRENT REAL ESTATE TAX:

The existing assessment for the land is \$105,000. The Improvements are assessed at \$185,000. At the current tax rate of \$74.34 the estimated annual land tax is \$7,805.70. The tax for the improvements is \$13,752.90. The First Quarter 2015 taxes are paid.

PROPOSED ABATEMENT:

The property is in Tier III of the Jersey City Tiered Tax Exemption Policy Map. The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project.

The tier III Tax Abatement Policy provides for a PILOT of ten percent (10%) of Annual gross revenue, a one percent (1%) City administrative fee and a five percent (5%) service charge to Hudson County.

The proposed staged adjustments would begin the first day of year seven (7). The ASC in years seven (7) through the end of year nine (9) would be the greater of ten percent (10%) of gross revenue or twenty percent (20%) of conventional taxes. Beginning in year ten (10) through the end of year twelve (12) it would be the greater of ten percent (10%) of Annual gross revenue, or forty percent (40%) of conventional taxes. Beginning in year thirteen (13) through the end of year sixteen (16) it would be the greater of ten percent (10%) of Annual gross revenue, or sixty percent (60%) of conventional taxes. Beginning in year seventeen (17) until the end of year twenty (20) it would be the greater of ten percent (10%) of Annual gross revenue, or eighty percent (80%) of conventional taxes.

The Tax Assessor's phase-in schedule assesses the Land at \$105,000 and the improvements at \$1,963,800 for the completed project. The PILOT would be the greater of the Annual Service Charge (ASC) or the result of the staged adjustments.

PROPOSED REVENUE TO THE CITY:

At full occupancy the Good Faith estimated annual revenue is \$985,150. The proposed market rents used for the revenue estimates seem to be reasonable. The Annual Service charge at the rate of ten percent (10%) is \$98,515.00. The City Administrative fee at one percent (1%) would be \$ 985 and the Hudson County fee of five percent (5%) would be \$4,926.

TIER 3 - FINANCIAL AGREEMENT (20 YEAR)
Rev. 12-20-13, 1/16/14
Long Term Tax Exemption
N.J.S.A. 40A:20-1, et seq.

Re: 170 Lafayette Street
Approximately _____ Acres
Block 17301, Lot 11
Morris Canal Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the _____ day of ___, 20__ by and between **170 LAFAYETTE URBAN RENEWAL LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq., having its principal office at 15 Wilkinson Avenue, Jersey City, N.J., 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.

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Contract Purchaser pursuant to a contract for sale dated December 19, 2014, of certain property designated as Block 17301, Lot 11, more commonly known by the street address of 170 Lafayette Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, the closing of the sale of the property and transfer of title from the seller to the Entity shall take place within ninety (90) days of the date of adoption of Ordinance _____; and

WHEREAS, this property is located within the boundaries of the Morris Canal Redevelopment Plan Area; and

WHEREAS, the Entity plans to restore an existing four (4) story industrial building and two and one half story historical annex building with approximately forty-six (46) market rate residential work/live loft units, along with fifty (50) surface parking spaces provided pursuant to

an easement agreement annexed to Exhibit 1; and

WHEREAS, on March 11, 2003 the Project received site plan approval from the Planning Board as amended on November 13, 2006; and

WHEREAS, on _____, 20__ , 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 _____, 20__ , 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 \$21,559 whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately \$98,515;
2. as required by ordinance 13-088, the Entity shall pay the City the sum of \$27,050 on or before the effective date of the ordinance approving the Financial Agreement, and will pay the balance of \$54,100 as an affordable housing contribution as required by the ordinance;
3. it is expected that the Project will create approximately 40 new construction jobs and 2 new permanent part 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 objectives of the Morris Canal Redevelopment Plan, and will include the remediation of vacant buildings;
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 of 2003, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance 2013-004, 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 that 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 170 Lafayette Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. 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 2002-005, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. 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 \$21,559; or (b) the sum of \$98,515 per year, which sum is equal to the estimated Annual Service Charge and which shall be due 12 months following Substantial Completion of the Project [Minimum Annual Service Charge for condominium is based on initial assessed value].

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.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, calculated annually, 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.

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

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the 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.

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

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth

in N.J.S.A. 40A:20-3(h). 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 the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 17301, Lot 11, more commonly known by the street address 170 Lafayette Street, 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 renovate and restore a four (4) story industrial building and two and one half (2 ½) story annex with approximately forty-six (46) market rate residential work/live loft rental units along with fifty (50) surface area parking spaces; pursuant to an easement agreement recorded in August 1, 2001 annexed to Exhibit 1 herein, 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 contract purchaser 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 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 25 years from the date of the adoption of Ordinance _____ on _____, 20____, which approved the tax exemption or 20 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. 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 pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

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 1st day of the 7th year following Substantial Completion until the last day of the 9th 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 10th year following the Substantial Completion until the last day of the 14th 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 15th year following Substantial Completion until the last day of the 18th 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 19th 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. 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 one (1%) 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 \$81,150 or [\$1,500 per 46 units and \$1.50 per square foot of 8,100 of parking] 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 Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

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

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

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

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

Section 6.3 Construction Permits

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

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

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

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that 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.

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 pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

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 thirty (30) 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 thirty (30) 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, or a sale of the Project occurs without the consent of the City, 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 herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No 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 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year proceeding 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 1st 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 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged 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), arising out of this 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:

170 Lafayette Urban Renewal, LLC
15 Wilkinson Avenue
Jersey City, New Jersey 07305
Attn: Maninder Sethi

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 or Sales Prices];
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed [or Lease].

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

WITNESS:

170 LAFAYETTE URBAN RENEWAL, LLC

MANINDER SETHI

ATTEST:

ROBERT BYRNE
CITY CLERK

CITY OF JERSEY CITY

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ___ day of _____, 20___, between the **CITY OF JERSEY CITY** [City] and 170 Lafayette Urban Renewal, LLC having its principal office at 15 Wilkinson Avenue. Recipient agrees as follows:

I. Definitions:

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

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

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

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

II. Purpose:

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

III. Good Faith Goals:

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

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

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

IV. **Recipient Designee:**

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

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

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

V. **Term:**

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

VI. **Good Faith Defined:**

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

A. Initial Manning Report:

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

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

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.

- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

workforce. The following issues should be covered in this meeting:

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Business Contracting

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

1) **Solicitation of Businesses:**

a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

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

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

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

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

4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter Designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

VII. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.

3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

VIII. Liquidated Damages/Interest:

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

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.

- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

IX. Commercial Tenants at the Project Site:

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

X. Notices

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

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

170 Lafayette Urban Renewal, LLC
15 Wilkinson Avenue
Jersey City, New Jersey 07305
Attn: Maninder Sethi

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

Compliance Division
280 Grove Street
Jersey City, New Jersey 07302

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

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

WITNESS:

RECIPIENT

Secretary

President

City Clerk File No. Ord. 15:040
Agenda No. 3.1 1st Reading
Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



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

CITY ORDINANCE 15.040

TITLE:

ORDINANCE ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE ADOPTING THE WEST BERGEN-EAST LINCOLN PARK HISTORIC DISTRICT AS A MUNICIPAL HISTORIC DISTRICT

WHEREAS, The City of Jersey City ("the City") applied for, and received a Garden State Historic Preservation Trust Fund Grant Award administered by the New Jersey Historic Trust for the City to retain the services of a consultant in order to provide professional services for the identification and nomination of eligible historic resources within the *West Bergen Historic District Study Area* to the municipal, state and national registers of historic places; and

WHEREAS, the City, having accepted the grant, authorized an agreement with Hunter Research, Inc. ("the consultant") for an extraordinary, unspecifiable service for the identification and nomination of Eligible Historic Resources in the *West Bergen Historic District Study Area* on January 23, 2013; and

WHEREAS, The consultant produced the *West Bergen-East Lincoln Park Historic District Nomination Report* and identified boundaries of a potential municipal, state and national historic district in accordance with the standards and guidelines for nominations set forth by the Secretary of the Interior and the National Parks Service; and

WHEREAS, on October 20, 2014 the Commissioners of the Jersey City Historic Preservation Commission ("the Commission"), pursuant to Section 345 9-B(5) of the Land Development Ordinance of the City of Jersey City, voted 7-0-0 to recommend to the Planning Board of the City of Jersey City ("the Board") that the Board recommend to the Municipal Council of the City of Jersey City ("the Council") that the Council designate the *West Bergen-East Lincoln Park Historic District* ("the District") as a Municipal Historic District; and

WHEREAS, on November 13th after reviewing the nomination report and hearing testimony from the consultant and Historic Preservation Staff, the New Jersey State Historic Review Board unanimously moved to recommend the District be included on the New Jersey and National Registers of Historic Places; and

WHEREAS, on December 29th 2014 the district was officially listed on the New Jersey Register of Historic Places by the Signature of the Secretary of the Department of Environmental Protection; and

WHEREAS, the National Park Service announced in the *Federal Register*, published February 6th, 2015 that it had received the application for Nomination was considering the District for listing in the National Register; and

WHEREAS, on February 3rd, the Board heard testimony from Patrick Harshbarger, consultant and architectural historian to the City, from Staff of the Division of City Planning and the Commission, as well as from the public, and

WHEREAS, On March 10th the Board heard further testimony from the public and Staff of the Division of City Planning and the Commission, and voted 5-0-0 to recommend to the Council that the Council designate the District as a Municipal Historic District; and

WHEREAS, after review of the record of the proceedings of the Commission, of the Nomination Report and the subsequent presentation of the City's Consultant, as well as the testimony of Staff of the Division of City Planning and the Commission and members of the public, before the Board, demonstrates the following findings:

- a. The District, as shown in the attached map entitled *West Bergen-East Lincoln Park Historic District* has been placed on the New Jersey State Register of Historic Places and shall be included on the National Register of Historic Places for its significance under Criteria A; for its distinctive pattern of

suburban development and planning and its significant patterns in Jersey City's social history, under Criteria B for people significant to local and state history and under Criteria C for its distinct architectural heritage found in the diversity of the architecture and streetscapes as noted in the Nomination Report.

- b. The boundaries of the historic district as shown in the attached map and coterminous with the district listed on the State Register of Historic Places and soon to be listed on the National Register of Historic Places captures the distinctive residential architecture, social history, and geography of the Western Slope of the Bergen Hill, west to the main entrance of Lincoln Park on West Side Avenue

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that after consideration of the record of proceedings before the Commission and the Board, the Municipal Council of the City of Jersey City hereby accepts all the findings set forth in the recommendation of the Commissioners of the Jersey City Historic Preservation Commission and the Planning Board of the City of Jersey City concerning the West Bergen-East Lincoln Park Historic District; and

BE IT FURTHER ORDAINED that the Municipal Council of the City of Jersey City amends the Land Development Ordinance to add the West Bergen-East Lincoln Park Historic District to the Municipal Register of Historic Places; and

BE IT FURTHER ORDAINED that City Code Chapter 345 (*Land Development Ordinance*) §345-30 Historic Districts/Landmarks G Historic Districts/Landmarks be amended as follows:

G. Historic Districts/Landmarks Pursuant to this section, the following historic districts and landmark buildings, objects, sites, structures or landscape features are designated and recognized as "historic" and shall enjoy the protection of law as herein provided, be amended as follows: (material indicated by bold italic *thusly* is new material that is intended to be enacted),

Historic Districts:

Date:

West Bergen-East Lincoln Park

[Date of City Council Adoption]

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 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 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.A. 40:55D-15 and N.J.S.A. 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.A. 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.A. 40:49-2.1.

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

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED: _____

Corporation Counsel

Business Administrator

- Certification Required
- Not Required

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE ADOPTING THE WEST BERGEN-EAST LINCOLN PARK HISTORIC DISTRICT AS A MUNICIPAL HISTORIC DISTRICT

Initiator

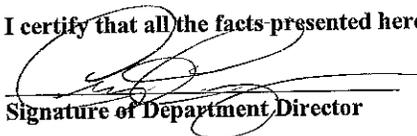
Department/Division	HEDC	City Planning
Name/Title	Robert Cotter, PP, FAICP	Director
Phone/email	201-547-5010	bobbyc@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This Ordinance will accept the recommendations of the Historic Preservation Commission and the Planning Board that the West Bergen-East Lincoln Park Historic District, already on the State Register of Historic Places, and in the process of being listed on the National Register of Historic Places, be listed in Chapter 345-30 of the City Code, the Jersey City Land Development Ordinance as a Municipal Historic District. The inclusion of the District on the Municipal Register of Historic places would protect the unique character of the neighborhood and the historic resources within the district through review of applications of development by the Jersey City Historic Preservation Commission.

I certify that all the facts presented herein are accurate.


Signature of Department Director


3/16/15
Date

Department of Housing, Economic Development & Commerce
Division of City Planning



Inter-Office Memorandum

DATE: March 16, 2015

TO: Council President Lavarro, Anthony Cruz, Bob Cotter

FROM: Brian J. Blazak, Historic Preservation Specialist
Dan Wrieden, Historic Preservation Officer

SUBJECT: West Bergen-East Lincoln Park Historic District

The proposed amendment adds the West Bergen-East Lincoln Park Historic District to the Municipal Register of Historic Places and consequently amends chapter 345 of the City Code, the Land Development ordinance §30 G. The Ordinance will overlay the area with Historic District Designation

This amendment was initiated by members of the community in order to protect their neighborhood from inappropriate development which would adversely affect the special character and integrity of the West Bergen East Lincoln Park Historic District. The district, with the current recommended boundaries has already been listed on the State Register and shall soon be listed on the National Register. It is strongly recommended that the existing boundaries be adopted by the City to be coterminous with the State and National designation.

It is our conclusion that given the information in the West Bergen East Lincoln Park Historic District Nomination report prepared by Hunter Research Inc. that it is important that the special architectural, historic, and social character of the area be preserved in the District. The Historic Preservation Commission shall review applications for development in accordance with the provisions of the Historic Preservation Standards in Chapter 345-71 of the City Code and the Secretary of the Interiors Standards and Guidelines for the Treatment of Historic Properties. This will help to protect the area whilst encouraging appropriate, compatible rehabilitation of irreplaceable historic buildings while allowing for new growth and development which shall not harm the integrity of the neighborhood.

SUMMARY STATEMENT

ORDINANCE ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE ADOPTING THE WEST BERGEN-EAST LINCOLN PARK HISTORIC DISTRICT AS A MUNICIPAL HISTORIC DISTRICT

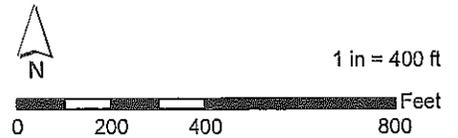
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WEST BERGEN - EAST LINCOLN PARK HISTORIC DISTRICT

JERSEY CITY NJ

-  Key Contributing Property
-  Contributing Property
-  Non-contributing Property
-  Vacant Lot



NOVEMBER 14, 2014


 Jersey City
 City Planning Division
 30 Montgomery Street Suite 1400
 Jersey City, NJ 07302-3821
 Phone: 201.547.3010
 Fax: 201.547.4325

