City Clerk File No. Ord. 11-047

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 11-047

TITLE:

AN ORDINANCE DEDICATING THAT LINDEN AVENUE BETWEEN JOHN F. KENNEDY BOULEVARD AND FOWLER AVENUE ALSO BE KNOWN AS

Rosemary Gallagher Way

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, Rosemary Micich was born on October 16, 1930 to Mary and Marco Micich in the Hell's Kitchen section of New York City. She was raised during difficult times in our country's history; and

WHEREAS, Rosemary Micich was educated in the public schools of New York City along with her brother, John. It is in New York City where she met her soul mate, George Gallagher. The loving couple was married on December 23, 1950. Rosemary and George Gallagher were blessed with eight children, William, Charles, Carol, George, Robert, Linda, Patrick and Sean; and

WHEREAS, the Gallaghers moved to Union City in 1953. After relocating to Jersey City in 1972, Rosemary began working at The Jersey Journal in the Circulation Department. She also worked for the Louis Fry Financial Company before retiring in 1981; and

WHEREAS, Rosemary Gallagher was a successful songwriter who wrote many songs. Her doo-wop hit "Darling Lorraine" was performed by the "Knock Outs" and published by the Shad Record Company; and

WHEREAS, Rosemary Gallagher gave of herself to her community, she was elected numerous times to the Democratic County Committee. Rosemary always listened to her neighbors concerns and always lent a helping hand; and

WHEREAS, Rosemary Gallagher avoided traveling by car and mass transportation. She preferred walking through her beloved neighborhood. Rosemary emulated the class and looks of Elizabeth Taylor. Her kitchen was always open. She loved cooking for her large family and offered a meal to everyone who visited. Rosemary was also an avid book reader; and

WHEREAS, Rosemary Gallagher was called from this life on January 18, 2011 to join her beloved husband and three sons, William, Charles and George, leaving behind her grieving children, Carol, Robert, Linda, Patrick and Sean. Rosemary will also be missed by her eight grandchildren: George, Mark, Jordan, Michael, Justin, Sean, Taylor and Meaghan and three great-grandchildren.

NOW, THEREFORE, BE IT ORDAINED, that the Municipal Council of the City of Jersey City deems it fitting and proper to recognize the life of Rosemary Gallagher by dedicating that Linden Avenue between John F. Kennedy Boulevard and Fowler Avenue also be known as: "Rosemary Gallagher Way."

AN ORDINANCE DEDICATING THAT LINDEN AVENUE BETWEEN JOHN F. KENNEDY BOULEVARD AND FOWLER AVENUE ALSO BE KNOWN A ROSEMARY GALLAGHER WAY

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

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

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

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

G:\WPDOCS\JANET\RESOLUTI\DEDICAT\ORDINANCE DEDICATION A STREET - ROSEMARY GALLAGHER WAY2.wpd

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

City Clerk File No. Ord. 11-048

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-048

TITLE: **ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW AND MODERATE INCOME AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY PACIFIC LANDING URBAN RENEWAL CO., LLC, A NON PROFIT 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, Pacific Landing Urban Renewal Co., LLC, [Pacific Landing], is a non profit urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

WHEREAS, the Entity is the Lessee of certain property known as Block 2053, Lots 7A & 8, to be known as Lot 36, on the City's Official Tax map, more commonly known by the street address of 319 Pacific Avenue, and more specifically described by metes and bounds, in the application [Property]; and

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

WHEREAS, on March 28, 2011, the Entity applied for a 30 year long term tax exemption to construct a multi-family structure to be rented consisting of a three (3) story building containing eight (8) residential units to be occupied by and rented to families of low or moderate income, with one (1) superintendent unit; six (6) two (2) bedroom units and two (2) three (3) bedroom units and a ground floor commercial unit consisting of 1,000 square feet; and

WHEREAS, Pacific Landing has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 8% of Annual Gross Revenue for the residential units and 10% of annual gross revenue, which will based on an imputed fair market rental value for the commercial unit, which sum is estimated to be a total of $6,600, and which shall be subject to statutory staged increases over the term of the tax exemption; and

2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and

3. provide employment and other economic opportunities for City residents and businesses; and

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 property is currently exempt and generates no revenue for the City; however, based on the current assessment, the real estate taxes generates revenue of only $2,782, whereas upon project completion, the Annual Service Charge as estimated, will generate revenue of approximately $6,600 to the City;

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW AND MODERATE INCOME AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY PACIFIC LANDING URBAN RENEWAL CO., LLC, A NON PROFIT URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

2. it is expected that the Project will create approximately 25 jobs during construction and 2 to 3 new permanent jobs;

3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;

4. the Project will further the overall redevelopment objectives of an Urban Enterprise Zone and the Morris Canal Redevelopment Plan;

5. the project provides eight (8) units of low and moderate income affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;

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

WHEREAS, Pacific Landing has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing a letter dated December 2, 2010, in the Office of the City Clerk; and

WHEREAS, as an affordable housing project by a not for profit organization of less than $25 million in costs, Pacific Landing is excluded from the City of Jersey City's Ordinance 07-123 Requiring Apprenticeships and Project Labor Agreement; and

WHEREAS, the financial cost benefit analysis is on file with the office of the City Clerk; and

WHEREAS, on April 7, 2011, the tax abatement application was heard by the Tax Abatement Committee and approved by a vote of 5 - 2.

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

A. The application of Pacific Landing, 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 2053, Lots 7A & 8, to be known as Lot 36, and more commonly known by the street address of 319 Pacific Avenue and more specifically described by metes and bounds in the application is hereby approved.

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

1. Term: the earlier of 33 years from the adoption of the within Ordinance or 30 years from the date the project is Substantially Complete;

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW AND MODERATE INCOME AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY PACIFIC LANDING URBAN RENEWAL CO., LLC, A NON PROFIT URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

2. Annual Service Charge: each year the greater of:

   (a) the Minimum Annual Service Charge equal to $6,600 upon Project Completion, whether or not the Project is occupied; or

   (b) 8% of Annual Gross Revenue for the residential units or $5,650 and 10% of annual gross revenue or $950 for the commercial units, for a total of approximately $6,600, which shall be subject to statutory increases during the term of the tax exemption.

3. Administrative Fee: 2% of the prior year's Annual Service Charge;

4. Project: A multi-family structure consisting of a three (3) story building containing eight (8) residential rental units to be occupied by and affordable to families of low or moderate income, with one (1) superintendent unit; six (6) two (2) bedroom units and two (2) three (3) bedroom units and a commercial rental unit, imputing fair market rent, consisting of approximately 1,000 square feet; and

5. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.

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

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

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

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

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

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

JM/he
4/20/11

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

Rev. 4-13-11
Long Term Tax Exemption
N.J.S.A. 40A:20-1, et seq.
(Affordable Residential Rental)

Re: 317-319 Pacific Avenue
Block 2053, Lots 7A & 8
An Urban Enterprise Zone and the
Morris Canal Redevelopment Plan Area

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made as of this __ day of _____ ___, 2011, by and between **PACIFIC LANDING URBAN RENEWAL CO., LLC,** a non-profit urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Morris Canal Redevelopment Area Community Development Corporation, 360 Communipaw Avenue, Jersey City, NJ 07304 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Lessee of certain property designated as Block 2053, Lots 7A & 8, more commonly known by the street address of 317-319 Pacific Avenue, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

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

WHEREAS, the Entity plans to construct a multi-family structure consisting of a three (3) story building containing eight (8) residential units affordable to families of low income. There will be one superintendent unit. The project will contain six (6) two (2) bedroom units and two (2) three (3) bedroom units and a ground floor commercial unit consisting of approximately 1,000 square feet [Project]; and

WHEREAS, on March 28, 2011, the Entity filed an Application with the City for a long term

tax exemption for the Project; and

WHEREAS, the City made the following findings:

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

1. the current real estate tax would generate $2,782, if the property were subject to conventional taxes, whereas, the Annual Service charge as estimated, and will generate revenue to the City of approximately $6,600;

2. it is expected that the Project will create approximately 25 jobs during construction and 2 to 3 new permanent jobs;

3. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the new residents;

4. the project provides eight (8) units of affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and

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

WHEREAS, by the adoption of Ordinance _____ on _____, 2011, the Municipal Council approved the above findings and the tax exemption application and authorized the execution of this Agreement.

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

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

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

Section 1.2 General Definitions

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

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

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

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

iv. 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.

v. 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.

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

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

viii. Gross Revenue - Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, laundry, health club user fees or other services (such as lease premiums for views, fireplaces, etc.). No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party, except for customary operating expenses of commercial tenants such as utilities, insurance and taxes (including payments in lieu of taxes) which shall be deducted from Gross Revenue based on the actual amount of such costs incurred.

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

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

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

Charge.

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

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

xiv. 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, or in the case of tax exempt property, the projected tax levy based upon the assessed value for the year in which the application is filed, which amount the parties agree would be $6,600; or

(b) the sum of $6,600 per year, which sum will be prorated only in the years in which Substantial Completion occurs and this Agreement terminates.

The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

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

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

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

xviii. Total Project Cost - The total cost of constructing the Project through the date a

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

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 2053, Lots 7A & 8, more commonly known by the street address of 317-319 Pacific Avenue, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a multi-family structure consisting of a three (3) story building containing eight (8) residential rental units to be occupied by and affordable to families of low income. There will be one superintendent unit. The project will contain six (6) two (2) bedroom units and two (2) three (3) bedroom units and a ground floor commercial unit consisting of approximately 1,000 square feet, all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

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

Section 2.5 Ownership, Management and Control

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

The Entity represents that it is the owner of the Land upon which the project is to be constructed and will manage and control the Project. The Project shall be occupied solely by families of low and moderate income at rents affordable to such families. The City acknowledges that the Entity may enter into a management agreement for the Project and will pay a management fee in accordance with HUD regulations as provided in the Entity's agreement with HUD, which fee was disclosed in its tax exemption application. The City acknowledges that the Entity may enter into future management agreements so long as such agreements are not used to reduce the City's economic benefits under this Agreement and the management fees to be paid are comparable to those disclosed in the application.

Section 2.6 Financial Plan

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

Section 2.7 Statement of Rental Schedules and Lease Terms

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

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 33 years from the

date of the adoption of Ordinance_____ on _____ , 2011, which approved the tax exemption or 30 years from the date of Substantial Completion of the Project. The tax exemption shall only be effective during the period, the Project is occupied by and affordable to families of low or moderate income and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

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

(i) City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 8% of the Annual Gross Revenue for the low and moderate income units and 10% of Annual Gross Revenue for the commercial units, assuming a present fair market value of $6,600. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue which shall not be less than the its estimate of Gross Revenue as set forth in its Financial Plan, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

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

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

Section 4.2 Staged Adjustments

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

i. Stage One: From the first day of the month following Substantial Completion until the last day of the fifteenth year, the Annual Service Charge shall be 8% of Annual Gross Revenue for the low and moderate income units. In addition, the Annual Service Charge shall be 10% of

Annual Gross Revenue for the commercial units, based upon an imputed fair market rental value;

ii. Stage Two: Beginning on the 1st day of the 16th year following Substantial Completion until the last day of the 21st year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the value of the land and Improvements;

iii. Stage Three: Beginning on the1st day of the 22nd year following the Substantial Completion until the last day of the 27th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the value of the land and Improvements;

iv. Stage Four: Beginning on the1st day of the 28th year following Substantial Completion until the last day of the 29th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the value of the land and Improvements.

v. Final Stage: Beginning on the1st day of the 30th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the value of the land and Improvements.

Section 4.3 Credits

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

Section 4.4 Quarterly Installments

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to

adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

Section 4.5 Administrative Fee

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

Section 4.6 Material Conditions

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

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Labor Agreement and Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8. In addition, the Entity shall execute a Project Labor Agreement as required by Ordinance 07-123 as it exists or as it may be amended from time to time.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

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

Section 6.2 Filing of Certificate of Occupancy

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

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

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

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

Section 7.2 Periodic Reports

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

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

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by

representatives duly authorized by the City and the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity.

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

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be a non-profit.

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 Profit

In the event the profits of the Entity, in any fiscal year, shall generate a profit for such period, then the Entity, within one hundred and twenty (120) days after the end of such fiscal year, shall pay such profits to the City as an additional service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the entity's 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 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 profits, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval

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

Section 9.2 Fee

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

ARTICLE X - COMPLIANCE

Section 10.1 Operation

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

Section 10.2 Disclosure of Lobbyist Representative

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

ARTICLE XI - DEFAULT

Section 11.1 Default

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

Section 11.2 Cure Upon Default

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

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

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.8, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article

XI herein, but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

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

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

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

Section 12.2 Voluntary Termination by the Entity

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

Section 12.3 Final Accounting

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

Section 12.4 Conventional Taxes

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

Section 12.5 Termination Payment

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

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

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

ARTICLE XIV - WAIVER

Section 14.1 Waiver

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

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

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

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

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

Section 16.2 Sent by City

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

Pacific Landing Urban Renewal Co., LLC
c/o Morris Canal Redevelopment Area Community
Development Corporation
360 Communipaw Avenue
Jersey City, New Jersey 07304
Attn: June Jones, President

with a copy to:

Garcia & Turula, LLC
P.O. Box 291
Jersey City, New Jersey 07303
Attn: George L. Garcia, Esq.

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

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

Section 16.3 Sent by Entity

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

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

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

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

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

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the

Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

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

Section 18.2 Conflicts

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

Section 18.3 Oral Representations

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

Section 18.4 Entire Document

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

Section 18.5 Good Faith

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

Section 18.6 Pending Litigation

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

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

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

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rental Schedule and Lease Terms;
8. Project Employment and Contracting Agreement & Project Labor Agreement;
9. Architect's Certification of Actual Construction Costs.

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

ATTEST:

PACIFIC LANDING URBAN RENEWAL CO., LLC
By: Morris Canal Redevelopment Area Community Development Corporation, by its Managing Member

_____

_____
By: June Jones, President

ATTEST:

CITY OF JERSEY CITY

_____
Robert Byrne
City Clerk

_____
John Kelly
Business Administrator

4-20-11

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ___ day of _____, 2011,between the **CITY OF JERSEY CITY** [City] and **PACIFIC LANDING URBAN RENEWAL CO., LLC**, having its principal office at c/o Morris Canal Redevelopment Area Community Development Corporation, 360 Communipaw Avenue, Jersey City, NJ 07304 . Recipient agrees as follows:

I. Definitions:

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

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.

2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.

3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.

4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 1 Journal Square Plaza, 2nd Floor, Jersey City, NJ 07306, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.

5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by $25,000 or more in the aggregate;

6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.

7. "Local Business" means a bona fide business located in Jersey City.

8. Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and

construction subcontracting goals.

9. "Minority" means a person who is African, Hispanic, Asian, or American Indian defined as follows:

   a) "African-American" means a person having origins in any of the black racial groups of Africa.

   b) "Hispanic" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Latino culture or origin, regardless of race, excluding, however, persons of European origin.

   c) "Asian" means a person having origins in any of the original people of the Far East, Southeast Asia, and subcontinent India, Hawaii or the Pacific Islands.

   d) "American Indian" means a person having origins in any of the original people of North America who maintains cultural identification through tribal affiliation or community recognition.

10. "Minority or Woman Owned Local Business" means a bona fide business located in Jersey City which is fifty-one (51%) percent or more owned and controlled by either a Minority or woman.

11. "Non-Traditional Jobs" means jobs which are held by less than twenty (20%) percent women, as reported by the New Jersey Department of Labor, Division of Labor Market, and Demographic Research for Jersey City, which report shall be on file with the City Clerk.

12. "Permanent Jobs" mean newly created long term salaried positions, whether permanent, temporary, part time or seasonal.

13. "Project or Project Site" means the specific work location or locations specified in the contract.

14. The "Project Employment & Contracting Coordinator" is a member of the DEO staff under the Department of Administration who is in charge of coordinating Project Employment & Contracting projects. Contractors and developers engaged in projects covered by Project Employment & Contracting Agreements will direct inquiries to the Project Employment & Contracting Coordinator.

15. The "Project Employment & Contracting Monitor" or "Monitor" is a member of the DEO staff under the Department of Administration directly under the command of the Project Employment & Contracting Coordinator, who is in charge of monitoring the site, collecting the reports and documentation, and other day-to-day Project Employment & Contracting housekeeping as stipulated by this agreement.

16. The "Project Employment & Contracting Officer" or "Officer" is an employee of the

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

17. "Recipient" means any individual, partnership, association, organization, corporation or other entity, whether public or private, or for profit or non-profit, or agent thereof, which receives an Economic Incentive and shall include any Contractor, Subcontractor or agent of the Recipient.

18. "The Registry" or "Jersey City Employment Registry" means a list maintained by the City or its designee of Jersey City residents seeking employment and Local Businesses, including Minority or Woman Owned Local Businesses, seeking contracts.

19. "Subcontract" means a binding legal relationship involving performance of a contract that is part of a prime contract.

20. "Subcontractor" means a third party that is engaged by the prime Contractor to perform under a subcontract all or part of the work included in an original contract.

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

II. Purpose:

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

III. Good Faith Goals:

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

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

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

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

IV. Recipient Designee:

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

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

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

V. Term:

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

VI. Good Faith Defined:

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

A. <u>Initial Manning Report</u>:

i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.

ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors. Attached hereto as

Appendix B is the Recipient's Initial Manning Report.

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

B. Developer's Contracting Obligations

i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.

ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.

ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.

iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such

statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

i) The Recipient will cause the Contractor to complete and submit Monthly Project Manning Reports to the Project Employment & Contracting Monitor in DEO under the Department of Administration by the seventh day of the month following the month during which the work is performed, for the duration of the contract.

ii) The report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of the number of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the Contractor and each of its Subcontractors during the previous month. The Monthly Manning Report shall be in the form attached hereto as Appendix G.

iii) The Recipient is responsible for maintaining or causing the Contractor to maintain records supporting the reported work hours of its Contractors or Subcontractors.

H. Monthly Certified Payroll Report

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

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

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

i) The City will physically monitor the work sites subject to this agreement to verify the accuracy of the monthly reports. Each work site will be physically monitored approximately once every two weeks, and more frequently if it is deemed reasonably necessary by the City. The City's findings shall be recorded in a "Site Visit Report." An example of a bi-weekly site visit report can be found in Appendix I.

ii) The Recipient shall require the Contractor and Sub-contractor to cooperate with the City's site monitoring activities and inform the City as to the dates they are working at the Project site. This includes specifically instructing the on-site construction manager about the monitoring process, and informing him/her that the monitor will contact him/her to set up an initial meeting. In the case of projects with multiple locations, the Recipient shall inform the City of the dates they are working at each site location(s) where they are working, in order to facilitate the monitoring.

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

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

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

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

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

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

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

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

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

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

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided

by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

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

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

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

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

3. Business Contracting

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

1) Solicitation of Businesses:

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

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

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

ii) No Utilization of Local and Local Minority Vendors As Conduits For

Vendors That Are Not Local Or Minority Owned:

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

4. <u>Summation of Documentation Needed For Compliance with Agreement</u>

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

VII. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.

2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.

3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.

4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.

6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.

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

VIII. Liquidated Damages/Interest:

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

a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;

b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;

c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.

d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent

increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.

e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

IX. Commercial Tenants at the Project Site:

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

2. The Recipient shall solicit information from tenants of commercial space about the composition of the work force of each tenant. The information solicited will be submitted to the Project Employment & Contracting Monitor, which shall provide the Recipient with a questionnaire in the form attached as Appendix P.

3. The Recipient will send the results of its solicitation to the Project Employment & Contracting Monitor no later than October 31 of each year.

4. The Recipient shall send all tenants of commercial space within the Project Site a Supplier Alert Service Registration Package in the form attached as Appendix Q.

X. Notices

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

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

   _____

   _____

   _____

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

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

   with separate copies to the Mayor and the Business Administrator; unless prior to

giving of such notice, the City or the Recipient shall have notified the other in writing.

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

_____

Robert Byrne
City Clerk

CITY OF JERSEY CITY

_____

John Kelly
Business Administrator

WITNESS:

_____

Secretary

PACIFIC LANDING URBAN RENEWAL CO., LLC
By: Morris Canal Redevelopment Area Community Development Corporation, by its Managing Member

_____

By: June Jones, President

City Clerk File No. Ord. 11-049

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 11-049

TITLE: **ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN UNIMPROVED CITY OWNED PROPERTY TO ENABLE THE STATE OF NEW JERSEY TO CONSTRUCT IMPROVEMENTS TO ROUTE 7 / WITTPENN BRIDGE**

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

WHEREAS, the City of Jersey City is the owner of certain unimproved property to the north and south of Route 7 known as Parcel 39, part of Block 287, Lot 65 on the tax map of the Town of Kearny, within the right of way of Route 7(1953), Fish House Road, and Newark Turnpike, all of which is depicted on the map attached hereto as Exhibit A [Property]; and

WHEREAS, the City of Jersey City has no municipal public need for the Property; and

WHEREAS, the State of New Jersey desires to acquire the Property in fee title to construct certain improvements to Route 7, the Wittpenn Bridge; and

WHEREAS, N.J.S.A. 40A:12-13(b)(1) of the Local Lands and Buildings Law authorizes the transfer of property to another public body, including the State of New Jersey, by negotiation, with or without consideration; and

WHEREAS, the property was appraised by Stanley Jay Real Estate Appraisers & Consultants as of May 14th, 2008, a copy of whose appraisal report is on file in the Office of the City Clerk; and

WHEREAS, the State of New Jersey has agreed pay the City of Jersey City the sum of $180,000 as consideration; and

WHEREAS, the State of New Jersey requires the City to be liable for remediation costs, provided they are not necesitated by the DOT Project (presently estimated at $62,500), which costs the City's Chief Engineer has opined it will be sufficient.

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

1. The Mayor, Business Administrator are hereby authorized to execute an agreement, deed and any other documents necessary or appropriate to effectuate the conveyance of property to the north and south of Route 7 known as Parcel 39, part of Block 287, Lot 65 on the tax map of the Town of Kearny, within the right of way of Route 7(1953), Fish House Road, and Newark Turnpike; all of which property is depicted on the map attached hereto as Exhibit A to the State of New Jersey; and

2. The State of New Jersey has agreed to pay the City of Jersey City the sum of $180,000 as consideration for the Property and the City has agreed to reimburse the State of New Jersey for any environmental remediation costs, and only upon proof that the remediation would have been required notwithstanding the DOT improvements to Route 7, the Wittpenn Bridge.

ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN UNIMPROVED CITY OWNED PROPERTY TO ENABLE THE STATE OF NEW JERSEY TO CONSTRUCT IMPROVEMENTS TO ROUTE 7 / WITTPENN BRIDGE

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

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

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

C. This ordinance shall take effect at the time and in the manner provided by law, but not before the Corporation Counsel certifies that the agreement authorized by separate Resolution has been fully executed.

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

NOTE: All new material is underlined. Words in [~~brackets~~] are omitted.
For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

4/14/11

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

Form RE 11 A1

Route: 7 Section: 1
Parcel: 39
Project: Rt. 7 Wittpenn Bridge (2) (ROW Sect. 1)

AGREEMENT OF SALE

AGREEMENT MADE THIS _____ DAY OF _____, **2011**

BETWEEN

City of Jersey City

HEREINAFTER REFERRED TO AS **THE SELLERS,**

WHOSE ADDRESS IS:

280 Grove Street, Jersey City, NJ 07302

AND

THE STATE OF NEW JERSEY, BY THE COMMISSIONER OF TRANSPORTATION

HEREINAFTER REFERRED TO AS **THE STATE,**

THE SELLERS AGREE TO CONVEY TO THE STATE BY BARGAIN AND SALE DEED, WITH COVENANT AGAINST GRANTORS ACTS, FREE AND CLEAR OF ALL ENCUMBRANCES EXCEPT AS MAY BE PROVIDED FOR IN THE PARCEL DESCRIPTION ATTACHED TO THIS AGREEMENT, AND THE STATE AGREES TO PURCHASE FROM THE SELLERS,

FOR THE SUM OF $180,000.00 (One Hundred Eighty Thousand Dollars and Zero Cents) less $62,250.00 (Sixty-two thousand Two Hundred Fifty Dollars and Zero Cents) for estimated remediation costs. **The net amount is ($117,750.00) One Hundred Seventeen Thousand Seven Hundred Fifty Dollars and Zero Cents.**

Over and across the property in the Municipality of **Kearny Town**, in the COUNTY of **Hudson** and STATE OF NEW JERSEY, described in Schedules A and B, which are attached.

Prepared for the State by _____
John Miksits, Realty Specialist 3 Transportation

INITIALS_____

Schedule A

10/19/07 AMS/PA/pb

All that certain land and premises, situate, lying and being in the Town of Kearny, in the County of Hudson and the State of New Jersey and particularly described as follows: Parcel 39, as indicated on a map entitled: "NEW JERSEY DEPARTMENT OF TRANSPORTATION, GENERAL PROPERTY PARCEL MAP, ROUTE 7 (1953) SECTION 1, From Route U.S. 1 & U.S. 9 (1953) To Passaic River, Showing Existing Right of Way and Parcels To Be Acquired In The Borough of North Arlington, County of Bergen, Town of Kearny And City of Jersey City, County of Hudson, October 2007"; and as shown more particularly on a map attached hereto and made a part hereof, marked "Exhibit B", entitled "NEW JERSEY DEPARTMENT OF TRANSPORTATION, ROUTE 7 (1953), SECTION 1, From Route U.S. 1 & U.S. 9 (1953) To Passaic River; PARCEL 39, TOWN OF KEARNY, COUNTY OF HUDSON, OCTOBER 2007"; and also being construction project: "ROUTE 7 HACKENSACK RIVER WITTPENN BRIDGE CONTRACT #000961462"; Parcel 39, including specifically all the land and premises located at about Station 85+00 (Route 7 Base Line Stationing), and more particularly described as follows:

BEGINNING at a point in the existing northerly line of Newark Turnpike, as laid down on the aforesaid maps; said point being 115 feet more or less right of Route 7 Base Line Station 73+30 and running, thence:

1. N 15 ° 05' 60" E (calculated), 15 feet (scaled) to a point in the existing southerly right of way line of Route 7 (1953), thence;
2. N 74 ° 57' 34" E (calculated), 2396 feet (scaled) along the existing southerly right of way line of Route 7 (1953) to the point, thence;
3. S 53 ° 07' 34" E (calculated), 40 feet (scaled) to a point in the existing northerly right of way line of former Route 7 (1953), thence;
4. N 74 ° 57' 34" W (calculated), 2434 feet (scaled) along the existing northerly right of way line of former Route 7 (1953) and along the northerly existing line as Newark Turnpike to the point and place of beginning;

Containing 0.832 acres more or less;

Being also known as part of Lot 65 in Block 287 on the tax map of the Town of Kearny; TOGETHER WITH any ownership, reversionary or associated right, title, and interest that the owner may have in the right of way of Route 7 (1953), Fish House Road, and Newark Turnpike, as shown on the aforesaid maps;

SUBJECT, HOWEVER, to all public utility easements, recorded or unrecorded, affecting the herein described premises;

The above described premises are color-coded on "Exhibit B" in the following manner:
Red - Parcel Area

INITIALS_____

Buyer and seller agree to the following:

1. The cash consideration herein agreed to is to be considered by both parties as payment in full of all claims of whatever nature against the State, including claims by the sellers, their successors, assigns, tenants, lessees, or anyone acting in their behalf, for damages resulting from this acquisition. This consideration does not include payment for damages caused by the State's contractor on property retained by the Seller.

2. This agreement shall not be binding upon the State until it is formally accepted by the Commissioner of Transportation or his duly authorized representative. The State will provide the seller with a copy of this agreement after it has received the necessary approval. The State will also prepare and submit the necessary deed and other instruments of conveyance to the seller within 90 days of the transmittal of the approved agreement to the seller.

3. The State, pursuant to N.J.S.A. 20:3-26, will reimburse the seller for reasonable expenses incidental to conveying title. Attorney fees are not reimbursable.

4. The attached environmental addendum is made a part of this agreement and its terms shall not merge with the deed and shall survive the closing of title.

5. After this agreement is signed by the seller, the seller will not permit anyone, who is not already a tenant or occupant, to occupy the premises.

6. The seller shall pay all real estate taxes to the earliest of the following dates: date of delivery of deed; date the State is vested with title pursuant to N.J.S.A. 20:3-21; date the State enters into and accepts possession.

7. The seller shall pay all assessments and other municipal liens affecting the above described parcel, with the exception of farmland rollback taxes. Any rollback taxes applicable to this acquisition will be the responsibility of the State.

8. The seller shall cause to be properly released, satisfied or discharged all tenancies, mortgages, judgments and other encumbrances and shall furnish proper

INITIALS_____

evidence of having done so and shall execute and deliver an affidavit of title to the State. However, the State's acquisition will be subject to all public utility easements.

9. The seller shall transfer the interest being acquired by the State in this agreement within 30 days from the date the instruments of conveyance were received from the State.

10. Payment pursuant to this agreement shall be made upon receipt of the properly executed instruments of conveyance together with all proofs which are required to convey clear title. Upon payment, the State shall be given full possession of the parcel. In lieu of possession, the State, at its sole discretion, may lease the parcel to the seller if immediate possession is not required.

10a. The Seller hereby acknowledges that it has a clear understanding that it is not required to surrender possession until such time as payment is available, provided in all other respects it has complied with the terms of the agreement and, anything else to the contrary herein notwithstanding, it voluntarily relinquishes its known payment right and agrees to vacate the property in advance of payment on or before the date herein specifically provided.

11. Any damages resulting directly or indirectly from the taking and from the construction and improvement of the road, other than outlined in this agreement and through the fault of the road contractor, shall be the responsibility of the road contractor to remedy. The seller shall bring any occurrence of damage to the attention of State personnel for investigation and subsequent action, if appropriate.

INITIALS_____

Route:**7**
Section: **1**
Parcel: **39**

ENVIRONMENTAL ADDENDUM TO
RIGHT OF WAY PURCHASE CONTRACT
FOR **COMMERCIAL / INDUSTRIAL**

1. (a) Seller(s) represent(s) the following to the best of Seller(')s(') knowledge and belief: (i) the property is in compliance with all applicable local, state and federal laws, regulations, ordinances, permits, orders, and directives regarding pollutants, contaminants, hazardous waste, materials and/or substances (hereinafter collectively referred to as "contamination") or solid waste; (ii) there is no pending or contemplated proceeding or administrative action arising out of the environmental condition of the property except as provided in subparagraph (c); and (iii) the property has never been remediated; except as provided in subparagraph (c).

(b) Seller further represents that: (I) he has/they have not discharged any hazardous substances or waste; (ii) he has/they have no knowledge of any discharge of hazardous substances or waste on the property; (iii) he/they did not deposit or cause to be deposited solid waste on the property; and (iv) he has/they have no knowledge of the presence of solid waste on or buried in the property; except as provided in subparagraph (c).

(c) The following exceptions to subparagraph (a) and (b) are noted:

The New Jersey Department of Transportation has provided a Property Acquisition Environmental Cost Estimate Report (P.A.E.C.E.) dated January 2008

2. The sale price set forth in this agreement assumes there is no contamination and/or solid waste present on the property above actionable levels in excess of current applicable standards as required by the Department of Environmental Protection ("DEP"). However, where the existence of contamination or solid waste is noted in paragraph 1(c) above actionable levels as established by DEP, the sale price reflects the anticipated remediated condition of the property and not its present condition.

3. Seller shall not be relieved of any legal obligations pursuant to federal or state statutes or regulations or under common law resulting from the presence of contamination or solid waste on the property as of the date of closing or the date of vacation of the property by all occupants, whichever is later. The Department of Transportation ("DOT") does not accept any liability or responsibility of Seller(s) or any

INITIALS_____

occupant. Pursuant to N.J.S.A.58:10-23.11g(d)(4), DOT is not liable for the cleanup and removal costs of any discharge which occurred or began prior to DOT's ownership.

4. The DOT shall be responsible only for the actual costs of conduction a preliminary environmental screening and assessment of the property, which shall be limited to inspection for the presence of contamination as distinguished from determining the source and extent of contamination. The failure of this screening to detect contamination or the presence of solid waste shall not be a bar to any future recovery action by the DOT in the event contamination or solid waste is discovered.

5. The provisions of this addendum shall survive the transfer of title. The DOT does not waive any rights that it may have to pursue administrative remedies or to bring suit under applicable federal or state statutes or regulations or under common law and hereby reserves the right to do so in the event any contamination or solid waste is discovered which preexisted the closing of title.

6. This contract was negotiated pursuant to the Eminent Domain Law of 1971 and is the result of bona fide negotiation.

7. This agreement will not in any way affect the jurisdiction of the DEP over the subject property.

8. The parties agree that the following remediation and/or removal of solid waste as noted in subparagraph 1(c) will be handled as follows:

The New Jersey Department of Transportation has indicated they will remove contamination within the proposed roadway improvement(s).

INITIALS_____

RE SC

Signature This Agreement is signed and attested to by the Grantor's proper company officers as of the date at the top of the first page.

Attested by: **City of Jersey City**

_____ By_____

Robert Byrne, City Clerk **Business Administrator**

Company Acknowledgment

STATE OF NEW JERSEY

) SS.:

COUNTY OF

I CERTIFY that on , 2010, _____personally came before me and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the City Clerk of the company named in this Agreement;

(b) this person is the attesting witness to the signing of this agreement by the proper company officer who is _____, the Business Administrator of the City of Jersey City;

(c) this Agreement was signed and delivered by the company as its voluntary act duly authorized by a proper ordinance of its City Council;

(d) this person signed this proof to attest to the truth of these facts;

Sworn to and subscribed before me the date aforesaid

_____

Notary Public of

INITIALS_____

THE STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

By ----------
Victor Akpu
Director, Division of Right of Way and Access Management

Attest/Witnessed/Affix Seal

Jacqueline Trausi
Department Secretary,
New Jersey Department of Transportation

STATE OF NEW JERSEY)
)
COUNTY OF MERCER)

BE IT REMEMBERED that on this _____ **day of** _____, **Two Thousand and** _____ **(20____)**, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **Victor Akpu, Director, Right of Way and Access Management**, Department of Transportation, acting for and on behalf of the State of New Jersey, Acting for and on behalf of the State of New Jersey, who I am satisfied executed the within Agreement for **Parcel(s) 39 on Route 7 Section(s) 1 Hudson County** and to whom I first made known the contents thereof and thereupon he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed and as the voluntary act and deed of the State of New Jersey, for the uses and purposes therein expressed.

_____
Jacqueline Trausi
Department Secretary
New Jersey Department of Transportation
Notary Public of New Jersey
County of Mercer
My Commission Expires
February 19, 2013
I.D. Number 2108859

INITIALS_____

STATE OF NEW JERSEY

PAYMENT VOUCHER
(INVOICE)

MACSE DOCUMENT NUMBER	ACTG PER	FY

PP START			SCHED PAY			CHK	OFF	F	RF	CK	(A) VENDOR ID NUMBER
MO	DY	YR	MO	DY	YR	CAT	LIAB	A	TY	FL	

PV DATE

Agreement Date (B)	Agreement No. (B)	Contract ID (B)	PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (H)	C TOTAL AMOUNT
				117,750.00

(D) PAYEE NAME AND ADDRESS
City of Jersey City
280 Grove St
Jersey City , NJ 07302-

(E) SEND COMPLETED FORM TO:
NJDOT

(F) PAYEE DECLARATIONS
I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS. THAT THE DESCRIBED GOODS OR SERVICES >> >> >> HAVE BEEN RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT

PAYEE SIGNATURE

PRINT PAYEE NAME/ TITLE DATE

LINE NO	REFERENCE O/R	AGY	FAO/FRA	LINE	(G) PAYEE REFERENCE NUMBER
1					7 - 1 - 39
2					
3					

	FUND	AGCY	ORG CODE	APPR UNIT	ACTIVITY CODE	OBJECT CODE	CFS PROJECT	REPT CATEGORY
1								
2								
3								

	ACCOUNTS PAYABLE REFERENCE	AMOUNT	I/D
1			
2			
3			

COST INCURRED DATES (H)	CONTRACT DESCRIPTION (H)	AMOUNT
	Agreement	117,750.00
	Payment due under deed on:	
	Route: 7 Section: 1	
	Parcel: 39 Owner: City of Jersey City	
	Project: BR-7675(118)-Par. 43; M56	
	FMIS: , Job No: 100% State	
	TOTAL	117,750.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above services have been rendered in accordance with the contract agreement.

Signature

Print Name/Title Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just and payment is approved.

Authorized Signature -Accounting

Print Name/Title Date

PV (C) 6/08

PAYEE INSTRUCTIONS – PV (C)
SHADED AREAS (A - H) ARE REQUIRED TO BE COMPLETED BY PAYEE

A) VENDOR IDENTIFICATION NUMBER
Complete the payee identification field with the federal employer identification number assigned to the business or the social security number if the payee is an individual. NOTE: You must be registered with the State of New Jersey Department of Treasury in order to receive payment.

B) CONTRACT INFORMATION
Contract Agreement date, Agreement Number assigned within contract and Contract I.D. are in the Executed Contract Agreement.

C) TOTAL AMOUNT
Enter the total amount of this payment voucher.

D) PAYEE NAME AND ADDRESS
The name of the individual or company to whose name the check shall be drawn and the complete address where the check shall be mailed.

E) SEND COMPLETED FORM TO:
Division or Bureau to whom the services were furnished. Forward 2 copies of the invoice to appropriate Contract Manager as noted in the Executed Contract Agreement.

F) PAYEE DECLARATION
Payee must sign the declaration and date the payment voucher.
Print name and title.

G) PAYEE REFERENCE NUMBER
Payee must show its **own** invoice or billing number or any other identification for reference purposes. **This information is recorded on the check stub and aids the payee to identify the invoices which have been paid.** Do not use more than **30** characters and must be unique.

H) COST INCURRED DATES AND CONTRACT DESCRIPTION
Cost incurred dates and description of work performed, including task order number or extra work modification number, UPC Code if available.

TO INSURE PROMPT PAYMENT, SEND COMPLETED PAYMENT VOUCHER PV (C), WITH SUPPORTING SUMMARIES AND PROGRESS REPORT. BE SURE TO INCLUDE PAYEE SIGNATURE.

VENDORS MAY BE ENTITLED TO INTEREST ON PROPERLY EXECUTED SUBMITTED PAYMENT VOUCHERS THAT ARE PAST THE STATE OF NEW JERSEY'S DEADLINE FOR ELIGIBLE STATUTORY PROMPT PAYMENT INTEREST.

City Clerk File No. Ord. 11-050

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-050

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

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

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

ARTICLE II
Itinerant Eating and Drinking Establishments

§175-8 to §175-15
REPEALED

§175-8. Itinerant Catering Establishments.

DEFINITIONS:

A. Food Catering Device (Non-Motorized) - means any food pushcart and moveable stand that does not require on-street parking.

B. Itinerant Food Catering Truck (Motorized) - means any food vending vehicle that is motor operated and/or requires on-street parking. All car or truck pulled trailers must have a current New Jersey Motor Vehicle Commission issued license plate.

C. Physically disabled person- means a person with physical impairment(s) which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical diability" shall include coronary conditions. Any such physically disabled person shall submit a certificate from a physician certifying that said disability does exist.

§175-9. License Required.

A. No person shall conduct, operate or maintain an Itinerant Food Catering Device or Truck without first obtaining a license to do so: Licenses are for one (1) year and must be renewed by December 31st each year.

§175-9.1. Application.

A. Application Process.

All current licensees shall be required to submit a completed new application no later than December 31, 2011. All applications that are not approved 90 days from this date, with proof of ownership or rental of a truck or device, will automatically be deemed null and void. A waiting list shall be established for all applicants who wish to be considered for available licenses Those on the waiting list shall receive a bates stamped cover page indicating the date and time of submission and a notation shall be made indicating their placement on the waiting list.

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

B. Applicants for a license or permit under this article shall file with the City Clerk a sworn application in writing and pay an application fee of $75.00. The application shall give the following information:

(1) Name and physical description of applicant.;

(2) Complete permanent home and local address of the applicant;.

(3) A description of the food product to be sold;.

(4) A list of all business partners and employees;

(5) The location where food will be prepared prior to sale;

(6) A Background Criminal Investigation (BCI) check for all workers, and upon successful completion of the background check, a Department of Health and Human Services ID card shall be issued, which shall be visibly displayed on the person, at all times, by every worker while operating an itinerant catering device or truck;.

(7) A statement as to whether or not the applicant has been convicted of any crimes other than traffic violations. If there are municipal violations other than traffic, the applicant shall then disclose the nature of any such offense and the punishment or penalty assessed therefor. Moreover, the applicant should also submit a detailed explanation of any mitigating factors that should be considered in the Police Director's evaluation of negative information in the applicant's background. This may include statements of rehabilitation, reference letters, and any other information the applicant deems relevant;

(8) A description of where the VIN is located on the truck;.

(9) A copy of any person with disabilities ID, if applicable;.

(10) Applications are for individual people, not business entities

(11) Location of the vehicle when it is not in service.

C. Background Investigation of Applicants.

(1) Each application shall be referred to the Police Director or his or her designee at the Police Department, who shall immediately institute such investigation of the applicant's business as he or she deems necessary for the protection of the public good and endorse the application in a reasonable period of time after it has been filed by the applicant.

(2) The applicant shall be finger printed by the Police Director or his or her designee, who shall determine whether fingerprints are necessary for proper identification. Fingerprint records shall be immediately processed for classification and identification by the use of a third party background investigation vendor.

(3) If, as a result of the investigation, the applicant is found to be unsatisfactory, the Police Director os his or her designee shall endorse on the application his/her disapproval and the reasons for same, and return the application to the City Clerk, who shall notify the applicant that his/her application is disapproved and that no license will be issued. If the applicant has filed a statement of mitigating factors, the Police Director or his or her designee, shall file with his/her statement of disapproval a detailed statement as to why the mitigating factors were not sufficient to allow issuance of the license. The applicant may file a request for reconsideration with the Police Director or his or her designee, based upon updated mitigating circumstances, which shall promptly be evaluated and a final decision rendered.

(4) No license shall be issued until the application has been approved by the Police Department, allowing adequate time for investigation of the facts stated therein.

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

A. All approved applicants shall attend a Food Handlers' Course as directed by the Jersey City Division of Health prior to the commencing business.

B. Upon initial approval of the application, completion of the mandatory seminar, and payment to the Division of Health of the required licensing fee as provided in Chapter 160, Fees and Charges, said applicant shall schedule their pre-operation inspection by the Health Officer.

§175-9.3. Operation Requirements for all Devices (Push Carts) and Trucks

A. All trucks and devices shall comply with City, County, and State law.

B. Trash and recycling receptacles are required must be made available by owner/operator, who will then dispose of trash and recycling off site.

C. Hours of Operation - 6:00 A.M. until 9:00 P.M. No devices or trucks are permitted to stay parked on City streets past 10:00 P.M.

D. Push carts transported by truck cannot occupy the street and the sidewalk at the same time.

E. New or replacement devices or trucks must be inspected before operating. No changes can be made to approved devices or trucks without re-inspection by the Div. Of Health.

F. All trucks and devices are subject to inspection and operational requirements established by the Division of Health and the Jersey City Fire Department;

G. No truck or device operator is permitted to serve food to a motorist whose automobile is blocking the passage of traffic.

§175-9.4 Additional Operation Requirements for Devices (Push Carts)

A. No devices shall be permitted to occupy street space.

B. Devices must be self-contained- no coolers are permitted to be placed on City streets or sidewalks.

§175-9.5. Additional Operation Requirements for Trucks

A. The truck must be self-contained- no coolers or generators are allowed to be placed on the sidewalk or street.

B. No in-truck dinning services or sidewalk tables are allowed.

§175-10. Number of Licenses Issued; Expiration; Renewal.

A. The number of licenses initially issued under §175-8(A) and (B) shall be: 322; and these licenses shall not be assigned or transferred until the number of active licenses has decreased to 175.

B. Licenses shall be issued after the completion of the application and education/training process and payment of the required fees. Licenses shall then expire one (1) year from the date of issuance, unless sooner suspended or revoked. Renewals of licenses should be completed prior to the expiration of the previous license term, but in no instances shall renewals be issued beyond sixty (60) days after the expiration of a prior license. The license of any licensee who fails to renew shall lapse and said licensee shall have to reapply for a license and cannot operate until he/she completes and passes the application process anew.

C. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse or listed business partner upon production of an original death certificate within 90-days of the licensee's death.

D. No person shall hold more than one license, nor have any interest directly or indirectly, in any other license. Failure to observe this provision shall result in the revocation of all licenses held in the individual, the business entity, or the name of any other person or entity which allowed for another licensee to hold a direct or indirect interest in another vendor. This determination shall be at a hearing before the Health Officer.

§175-11. Display Metal Placard for Vehicle or Truck.

A. Every person licensed as an itinerant catering device or itinerant truck shall, upon the procurement of the license, obtain from the Director of the Department of Health and Human Services and the Health Officer, a metal placard for each such licensed vehicle. The metal placard shall be furnished by the City and shall indicate:

(1) The number of the issued license; and

(2) The time during which the license will be in force. The licensee shall cause the license plate to remain securely affixed to the curbside of the approved vehicle or truck that is subject to the license. Stickers will be utilized to update the time during which the license shall be in force.

B. No person shall mutilate, disfigure, loan, sell, or otherwise dispose of any metal placard issued pursuant to paragraph A of this section.

C. The violation of any portion of this ordinance or N.J.A.C.(8:24) Chapter 24 of the State Sanitary Code, shall result in a fine up to a maximum of $1,250.00

§175-12. License Transfers.

Upon reduction in the number of licenses to 175, transfers shall be governed hereunder.

A. No licenses may be transferred from person to person. The transfer procedure shall be as follows:

(1) An application by the licensee to transfer the license to another person shall be submitted to the Health Officer. Said application shall set forth the name of the licensee, the number of the license, the name of the transferee and a consent signed by the licensee to the transfer.

AND

(2) The transferee shall submit an application to the Health Officer requesting a transfer of said license to him. Said application shall contain all the requirements for the issuance of an original license and shall contain a consent in writing of the transferor of the license.

B. Whenever any licensee shall apply for a person-to-person transfer of his or her license, said license shall be transferred to that individual buyer identified by the selling licensee. If the licensee wishes to transfer, but has not identified a purchaser, the sale shall be to the next person in sequential order of priority at the top of the waiting list.

C. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse or listed business partner identified in the application to the clerk in accordance with §175-10(c). Otherwise, the license shall be made available to an applicant in the sequential order of priority at the top of the waiting list as set forth in §175-9.1.

§175-13. Use of Streets and Sidewalks for Itinerant Food Catering Devices (Push Carts); Exemption for Physically Diabled Persons.

A. No person conducting, operating or maintaining an itinerant food catering device, except an itinerant food catering device operator as provided for in §175-13(B), shall be permitted to remain in any location for a period exceeding 60 minutes. At the conclusion of 60 minutes, device operators shall be required to move 300 feet.

B. Physically disabled persons.

(1) An exemption to the 60-minute regulation shall apply to physically disabled persons who have been issued a specific itinerant food catering device identification card by the Division of Health. The exemption to the regulation shall not apply to any person operating a device on behalf of the physically disabled person. Said exemption shall only apply to one device operated by the physically disabled person personally. The physically disabled person shall not have an exemption for any more than one device. In the event that the physically disabled person is not personally operating that device, then the exemption to the regulation shall not apply.

(2) Certification is required by a physically disabled person in order to qualify for the exemption to the regulation which shall contain the precise nature of the disability and shall not be in general terms. It shall also contain a prognosis by the doctor as to the length of time that such disability will exist. A new doctor's certification obtained pursuant to a current or recent examination shall be presented annually with the application for any renewal of a license to a physically disabled person. A copy of this certification shall be filed with the City Clerk at the time of application.

C. The provisions of these regulations shall be enforced by the Police Department and the Division of Health.

D. No itinerant food catering device (pushcarts) shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and any other areas so restricted, prohibited or regulated for the parking of motor vehicles.

E. Zones Where Operation is Prohibited: Newport Redevelopment Plan Area, which includes:

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

§175-14. Use of Streets by Itinerant Food Catering Trucks.

A. For reasons of mitigating the obstruction of the flow of pedestrian and vehicle traffic, no person conducting, operating or maintaining an itinerant food catering truck shall be permitted to sell food or drink within three hundred (300) feet of any licensed eating and drinking establishment, nor within one hundred (100) feet of another itinerant food catering truck, nor shall he or she be permitted to remain in any location for a period exceeding 60 minutes. Upon the expiration of 60 minutes, trucks are expected to move one- quarter of a mile from their previous location. The provisions of this section shall be enforced by the Police Department and the Division of Health.

(FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE

B. No itinerant food catering truck shall be operated in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and any other areas so restricted, prohibited or regulated for the parking of motor vehicles.

C. All itinerant food catering truck shall have displayed prominently, in addition to the itinerant food catering truck metal placard, upon the truck, the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.

D. No itinerant food catering truck shall be permitted to tap into any existing utility lines for the operation of their truck or vehicle.

E. Zones Where Operation Is Prohibited.- Any Special Improvement District, including but not limited to, Journal Square, Central Avenue, Newark Avenue and Newport Redevelopment Plan Area, which includes:

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

F. Truck Size Restrictions- Trucks shall not exceed 26 feet long and 8 feet wide.

§175-15. Violations and Penalties

A. Anyone violating any of the provisions of this Article shall be punishable as provided in Chapter 1, General Provisions, §1-25. In the event that an offense is a continuing one, then each day such offense continues shall be deemed a separate and distinct offense and shall be punishable as such as provided herein. Where the offense is a continual one, only one summons and complaint need be issued, provided that there is stated on such documents the charge that each day the violation continues shall be a separate and distinct offense.

B. In addition to the penalties set forth herein, any person operating an itinerant food catering device or truck who violates any provisions of this Article, the device or truck which is being operated as such shall be impounded by either the police or the Division of Health as the case may be. In the event that any such establishment is impounded, the device or truck may be redeemed by the person upon payment of the cost of impounding and the storage charges established by the Department of Police. Said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.

§175-15.1. License Revocation or Suspension.

A. The license of a person who violates any provision of this Article may be revoked, suspended, or they may be fined for violation of this Article or the provisions of N.J.A.C. (8:24)- Chapter 24 of the State Sanitary Code after hearing upon 10 days' notice served upon the licensee. Said notice shall contain the specific provision of this Article or N.J.A.C. Chapter 24, which has been violated and the specifications which shall constitute the violation. The Health Officer and the Chief Registered Environmental Health Specialist, shall conduct the hearings upon any offenses. Licenses may be revoked or suspended for any violation of the Article or for any repeated violations thereof. Any licensee of an itinerant food catering device or truck whose license has been revoked shall not be qualified to receive a new license or have said license restored to said person.

B. Any licensee who is charged with a violation shall have the right to be represented by an attorney and said facts shall be stated on the notice served upon him.

EATING AND DRINKING ESTABLISHMENTS) SECTION 8 (ITINERANT ESTABLISHMENTS) AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE

C. Any licensee whose license has been revoked or suspended shall have a right to appeal such revocation or suspension to a court of competent jurisdiction in accordance with the rules of the Courts of the State of New Jersey.

B. The following amendments to Chapter 160 (Fees and Charges) of the Jersey City Municipal Code are adopted:

Fees and Charges

§160-1. Fee Schedule Established.

A. Through O. No Change.

P. Chapter 175, Food-Handling Establishments.

(1) No Change.

(2) Article II, Itinerant ~~[Eating and Drinking Establishments]~~ Catering Food Devices and Food Catering Truck.

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

(a)	For 2011:	$300;
(b)	For 2012:	$400; and
(c)	For 2013 and thereafter:	$500.
(d)	Medallion Fee	$30
(e)	Replacement Medallion Fee	$50

(3) No Change.

(4) No Change.

Q. Through UU. No Change.

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

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

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

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

NOTE: New matter is underlined.; deleted matter in ~~[brackets]~~ For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic.*

AV/he
4/19/11

APPROVED AS TO LEGAL FORM
Corporation Counsel

APPROVED:
APPROVED:
Business Administrator

Certification Required ☐
Not Required ☐

CITY OF
JERSEY CITY
Law Department
280 Grove Street
Jersey City, NJ 07302

Fax (201) 547-5230
(201) 547-5229

April 21, 2011

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

Re: Amendments to Chapter 175 of the Jersey City Municipal Code – "Itinerant Catering Ordinance"

Dear President and Members:

BACKGROUND

Presented for your review and consideration are amendments to Chapter 175-8, et seq. of the Jersey City Municipal Code, which is known as the "Itinerant Catering Ordinance". The process of reviewing this ordinance began during the fall of 2009 when itinerant vendors began complaining about the enforcement of the existing ordinance, which required vendors to move either every twenty minutes during a four-hour period (push carts) or forty minutes during a four-hour period (trucks). Since the time this issue came to light, an anomalous confluence of events frustrated efforts to finalize amendments which addressed issues first raised by the vendors, but then expanded into a more comprehensive reform addressing public health, safety, and trust in the administration of vendor licensing.

In late August of 2009, we learned that Health Officer Joseph Castagna became the target of a Jersey City Police investigation into allegations that he illegally issued far more itinerant catering licenses than the 175 allowed to be issued by the Division of Health under the terms of the existing ordinance. Under ordinary circumstances this would be a problem that would delay the process of examining the records and amending the ordinance in light of the harm done by the over-issuance of these licenses. However, as you may recall, Joseph Castagna was also one of the many public officials arrested during the summer of 2009 as part of "Operation Bid Rig". Because of his arrest in connection with that federal criminal investigation, the numerous records kept by the Health Officer were seized by the Jersey City Police Department and turned over the U.S. Attorney's Office without duplicate records remaining in the possession of the Division of Health. Several large bankers' boxes filled with Division of Health records pertaining to the licensing of the itinerant vendors were transferred from the property room located at the Jersey City Municipal Court

Complex on Summit Avenue to the U.S. Attorney's Office and then back to Hudson County Prosecutor's Office after the U.S. Attorney's Office completed their review. The City then went to the Hudson County Prosecutor's Office seeking to obtain duplicate licensing records for the purposes of continuing to regulate itinerant vendors with an eye towards amending the existing ordinance. Unfortunately, it was readily apparent that what the Hudson County Prosecutor's Office submitted was only part of all the records and the most significant files were missing.

During the time in which these records were missing, a separate new concern emerged back in January of 2010, regarding health and welfare of vending truck food consumers when the popular Banana Leaf food truck was cited and subsequently had their itinerant vending license revoked due to an investigation by the Mayor's Quality of Life Task Force, which found that the proprietors of Banana Leaf were preparing their food at an unauthorized location amid squalid conditions.

After several additional months in limbo about the status of these missing records, the City's Chief Sanitary Officer Happy Boor suggested that the police re-examine the property room at the Jersey City Municipal Court Complex last summer and the remaining 5 bankers' boxes full of critical information were identified, but since this information was subject to an ongoing criminal investigation by the Hudson County Prosecutor's Office, they needed to be turned over to that office for the appropriate control of evidence and cataloguing. Towards the end of 2010, the Prosecutor's Office submitted copies of these records to the Division of Health in order to assist with the continued operation of government and the City's efforts to amend this ordinance. After reviewing the records, the Division of Health was able to determine that 322 licenses are presently in circulation. This represents a figure that is 147 licenses above what our existing ordinance authorizes.

PROCESS

Starting back during the fall of 2009, representatives of the City's Law Department, the Mayor's Office, the Jersey City Police Department, and the Department of Health and Human Services have met numerous times to discuss proposed amendments to the ordinance. These meetings have focused on striking a balance between the concerns of the vendors and the residents who wish to continue purchasing food from the vendors, on the one hand. On the other hand, the City had to consider placing controls in the licensing process to ensure that future irregularities in the administration of licenses would not occur again, protect the health and welfare of those purchasing food from said vendors, place provisions in the ordinance to curtail disruptions in the flow of pedestrian or vehicle traffic caused by those wishing to purchase food from said vendors, limit the hours of operation, and make the ordinance as clear as possible to assist those charged with enforcing its provisions.

During this time, the Law Department has reviewed a variety of itinerant vendor ordinances in other New Jersey municipalities and major U.S. cities. Most prominently, the City of Newark, the City of Trenton, the City of Baltimore, the City of Philadelphia, and New York City. A review of these ordinances provided a basic framework from which the committee was able to consider amendments which balanced the concerns of the vendors, the residents of Jersey City, and the goals of the City administration.

After the vetting of a few preliminary drafts and a May 12, 2010, City Council Meeting where the proprietor of the Louisiana Spice Truck inquired about the status of the amended ordinance, the City Council established a sub-committee comprised of Council President Brennan, Councilman Gaughan, and Councilman Fulop who met with the committee of City departments to discuss the drafted amendments and suggest any additional revisions. These meetings were fruitful and opened the door to broader policy changes like the suggestion of possibly implementing a lottery system. Unfortunately, such a system is not authorized by New Jersey State Law, therefore it cannot be enacted by municipal legislation.

The committee of City department representatives later expanded to include a Fire Department representive, who had some additional concerns that they brought to the attention of the administration with respect to fire safety. After collecting the advice of the Department of Health and Human Services, the Mayor's Office, the Jersey City Police Department, the Jersey City Fire Department, and the sub-committee of City Councilpersons a final version of the amended ordinance was prepared for the full City Council's consideration.

AMENDMENTS TO THE ORDINANCE

The revised ordinance will accomplish the following in descending order:

175-8-Definitions

1) Changes the existing definitions of what were "itinerant eating and drinking establishments" (push carts) and "itinerant catering establishments" (motorized vehicles) to "Food Catering Device" (push carts) and "Itinerant Food Catering Trucks". The definitions are clearer and have been vetted by the Division of Health and the Jersey City Police Department, who will be enforcing the provisions of this ordinance

2) The old ordinance refers to an exemption to the movement requirement for "handicapped" push cart vendors. The word handicapped has been replaced by "Physically Disabled Person" which is defined in that section.

175-9-License Requirement

1) Explicitly recites license requirement for all vendors, the one-year duration of the license term, and the renewal date

175-9.1-Application

1) Establishes a new application process through the City Clerk and establishes a waiting list to be bates stamped with date and time of submission of application, along with position on the waiting list at the time of the filing of the new application

2) Applicants will remit a $75 application fee allow with their sworn statement on the application detailing information that will assist the Division of Health and the Jersey City Police Department in enforcing this ordinance, assist the Division of Health in administering

license renewal and transfer, and provide the public with the ability to learn information they may want to know about the vendors preparing the food they consume from trucks and push carts. The $75 fee will be used towards a criminal background check on the applicants, which will be performed by an independent third-party entity

3) Section C details the role of the Jersey City Police Department in the criminal background investigation process, their ability to deny an applicant on the basis of an unsatisfactory criminal background investigation, and the rights of an applicant can seek reconsideration.

175-9.2-Education/Training Requirement/Pre-Operation Inspection

1) Establishes the requirement that all applicants attend a course designed to properly educate the food vendors on the handling of the food products they will sell. Vendors will be referred to the State Health Department for registration in an approved one-day "Serve Safe" course

2) After completion of the course and payment of fees, the vendor's push cart or truck is be inspected by the Health Officer prior to commencing operation.

175-9.3-Operation Requirements for all Push Carts and Trucks

1) Requires vendors to provide their own trash and recycling receptacles to take either alleviate the additional waste dropped in municipal receptacles or, where none are present, assist in preventing consumers from dropping trash on streets and sidewalks.

2) Establish hours of operation. The present ordinance does not include any operation time requirements.

3) Prevents device and truck operators from blocking motor vehicle traffic to serve motorists stopped in front of their device or truck.

175-9.4-Additional Requirements for Push Carts

1) Prevents push carts from operating in the street.

2) Requires that push carts are self-contained, in other words, coolers and generators are not permitted to be placed on the street or sidewalk next to the device taking up sidewalk space and posing a risk to pedestrians.

175-9.5-Additional Requirements for Trucks

1) Requires that trucks are self-contained, in other words, coolers and generators are not permitted to be placed on the street or sidewalk next to the trucks taking up sidewalk space and posing a risk to pedestrians or obstructing motorists who wish to park.

2) Prevents trucks from acting as a mobile restaurant and complements truck size restriction established in 175-14 (F)

175-10-Number of Licenses Issued; Expiration; Renewal

1) Sets the number of licenses allowed to be renewed at 322, with a restraint on transfer until the number of active licenses is reduced to 175. The Council sub-committee and the committee of departments reviewing the ordinance wanted to maintain the 175 number and the restraint on transfer and the additional requirements imposed will gradually reduce the number of active licenses. Allowing for the renewal of all 322 licenses, despite far exceeding the number authorized by the original ordinance, is recommended since, absent findings by the Hudson County Prosecutor's Office in their ongoing investigation, no one knows which licenses were legally granted and which were illegally authorized. Therefore, to avoid lawsuits by those who believed they acquired their licenses legally and invested money in setting up itinerant vendor businesses, licenses should be made available to all 322 and the process work itself out.

2) Sets terms of license renewal and that failure will result in a lapse and the requirement to begin the application process anew.

3) Provides for transfer of license for spouse or business partner listed in the application.

4) Seeks to prevent individuals from possessing or controlling multiple licenses.

175-11-Display Metal Placard for Vehicle or Truck

1) Requires the purchase of a placard from the Department of Health and Human Services.

2) The placard shall be affixed to the outside of the device or truck and shall indicate the number of the license issued.

3) Stickers will be used to update the status of the license to ensure that the licenses remain in force from year to year.

175-12-License Transfers

1) Reiterates the desire to reduce licenses to 175. Once there are 175, then sets forth the transfer procedure.

2) Transfers to be done through the Health Officer by application.

3) Transfer can be to a buyer identified by the license holder. If none is identified, but the licensee wishes to sell, then the next person in the sequential order of priority on the waiting list shall have the right to purchase the license.

4) Provides for transfer to deceased licensee's spouse or listed business partner in accordance with 175-10(C)

175-13-Use of Streets and Sidewalks for Push Carts

1) Sets forth 60-minute standing time limitation for device vendors. At conclusion, vendors are required to move 300 feet.

2) Sets forth terms of exemption from this requirement for physically disabled persons.

3) Expressly prohibits operation in certain areas.

4) Prohibits devices from operating in the Newport Redevelopment Plan Area.

175-14-Use of Streets by Trucks

1) Sets forth the prohibition against trucks from parking within 300 feet of businesses and the rationale as required by the holding in *Brown v. The City of Newark, 113 N.J. 565* or within 100 feet of other trucks.

2) Sets forth the requirement to move every 60 minutes to a distance equal to one-quarter of a mile.

3) Expressly prohibits operation in certain areas.

4) Requires display of additional owner/operator information beyond the placard.

5) Prohibits trucks from tapping into existing utility lines for operation.

6) Prohibits their operation in Special Improvement Districts and in the Newport Redevelopment Plan Area.

7) Places truck size restriction to minimize the loss of City parking space.

175-15 and 15.1-Violations and Penalties

1) Sets forth terms of violations, penalties including fines, license revocation, or suspension, and the right to a hearing to appeal.

Amendment to 160-1 (Fees)

1) Licensing fees amended and self-explanatory

Very truly yours,

WILLIAM C. MATSIKOUDIS
CORPORATION COUNSEL

Aurelio Vincitore

Aurelio Vincitore
Assistant Corporation Counsel

AV/he

City Clerk File No. Ord. 11-051

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 11-051

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE III (PARKING, STANDING AND STOPPING) AND ARTICLE IX (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 127-129 AUDUBON AVENUE; 139-141 AUDUBON AVENUE; 348 CATOR AVENUE; 90 DUNCAN AVENUE; 194A DWIGHT STREET; 242-244 FOWLER AVENUE; 150 BAY STREET; 171-173 FULTON AVENUE; 206 GRANT AVENUE; 83-81 POPLAR STREET; 222-220 UNION STREET; 277 VIRGINIA AVENUE; 160 VROOM STREET AND 79-81 WALES AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 92 EGE AVENUE; 12 MONITOR STREET AND 410 SUMMIT AVENUE**

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

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

Section 332-29	Disabled Parking Manual
Section 332-69	Restricted parking zones in front of or near residences of disabled drivers.

PARKING FOR THE DISABLED

Restricted parking spaces, (measuring approximately 22 feet in length) in front of residential building for use by persons who have been issued special vehicle identification cards by the Division of Motor Vehicles and handicapped parking permits issued by the Traffic Division.

Muhammad Chaudhry	127-129 Audubon Avenue
Darryl Barte	139-141 Audubon Avenue [*410 Summit Avenue*]
Sallie Bloodsaw	348 Cator Avenue
Pearly King	90 Duncan Avenue
Cynthia Chisolm	194A Dwight Street
Rene Fuentes	242-244 Fowler Avenue
Leonard Lacina	150 Bay Street [*12 Monitor Street*]
Earl Jenkins	171-173 Fulton Avenue [*92 Ege Avenue*]
Gussie Scott	206 Grant Avenue
Halim Hanna	83-81 Poplar Street
Eugenia Pressley	220 Union Street
Eduardo Cortez	277 Virginia Avenue
Antonio Lacsamana	277 Virginia Avenue
Nabil Abdel-Kader	160 Vroom Street

Continued.....

JDS:pcl
(04.18.11)

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

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

4. This ordinance shall take effect at the time and in the manner as prescribed by law.

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

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

JDS:pcl
(04.18.11)

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____ 4/19/11
Municipal Engineer

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____ 4/19/11
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1. Full title of ordinance:
An ordinance supplementing Chapter 332(Vehicles and Traffic) Article III (Parking, Standing and Stopping) and Article IX (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 127-129 Audubon Avenue; 139-141 Audubon Avenue; 348 Cator Avenue; 90 Duncan Avenue; 194A Dwight Street; 242-244 Fowler Avenue; 150 Bay Street; 171-173 Fulton Avenue; 206 Grant Avenue; 83-81 Poplar Street; 222-220 Union Street; 277 Virginia Avenue; 160 Vroom Street and 79-81 Wales Avenue and repeal the reserved parking space at 92 Ege Avenue; 12 Monitor Street and 410 Summit Avenue

2. Name and title of person initiating the ordinance:
Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation on behalf of the Municipal Council Committee for Disabled Parking

3.Concise description of program, project or plan proposed in the ordinance/resolution:
Designate a reserved parking space for the disabled at various locations throughout the City, for those disabled individuals whose applications have been reviewed and approved by The Municipal Council Committee for Disabled Parking.

4. Reasons (need) for the proposed program, project, etc.:
To provide a reserved parking space for a disabled individual who has documented that his or her disability is severe enough to limit his mobility or so severe that he or she cannot be left unattended while the designated driver brings the vehicle to him or her or parks the vehicle.

5. Anticipated benefits to the community:
Allow those disabled individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space designated at his or her residence, therefore, improving the quality of his or her life.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:
Approximately $200.00 per sign/post installation for an approximate total of $5,000.00

26 disabled parking signs	@ 100.00 ea.	$2,600.00
24 channels (approximate count)	@ $100.00 ea.	$2,400.00

7.Date proposed program, or project will commence:
Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date:
Twenty days after adoption by the Jersey City Municipal Council

9.Person responsible for coordinating proposed program, project, etc.:
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation ex. 4492

10.Additional comments:

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

Municipal Engineer	**Date** 4/19/11
Signature of Department Director	**Date** 4/19/11

City Clerk File No. Ord. 11-052

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 11-052

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY TRAFFIC CODE DESIGNATING FIRST STREET AND PROVOST STREET AS A STOP INTERSECTION**

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

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-9 Stop Intersections.

The Intersections listed below are hereby designated as stop intersections. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
First Street	East	Brunswick Street
	East	Monmouth Street
	East	Coles Street
	East	Newark Avenue
	East	Jersey Avenue
	East	Erie Street
	<u>East</u>	<u>Provost Street</u>
	East	Warren Street

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: The new material to be inserted is <u>underscored</u>.

JDS:pcl
(04.18.11)

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____ 4/18/11
Municipal Engineer

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____ 4/18/11
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1.Full title of ordinance/resolution/cooperation agreement:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article II(Traffic Regulations) of the Jersey City Code amending Section 332-9 (Stop Intersections) designating First Street and Provost Street as a stop intersection

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation, Department of Public Works

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

Designate First Street and Provost Street as a stop intersection.

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

Legalize existing conditions on the street and have the Traffic Code reflect the existing conditions at the intersection.

5. Anticipated benefits to the community:

Improve traffic and pedestrian safety and reduce the risk of accidents.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:

Channel and sign presently installed at the intersection.

7. Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

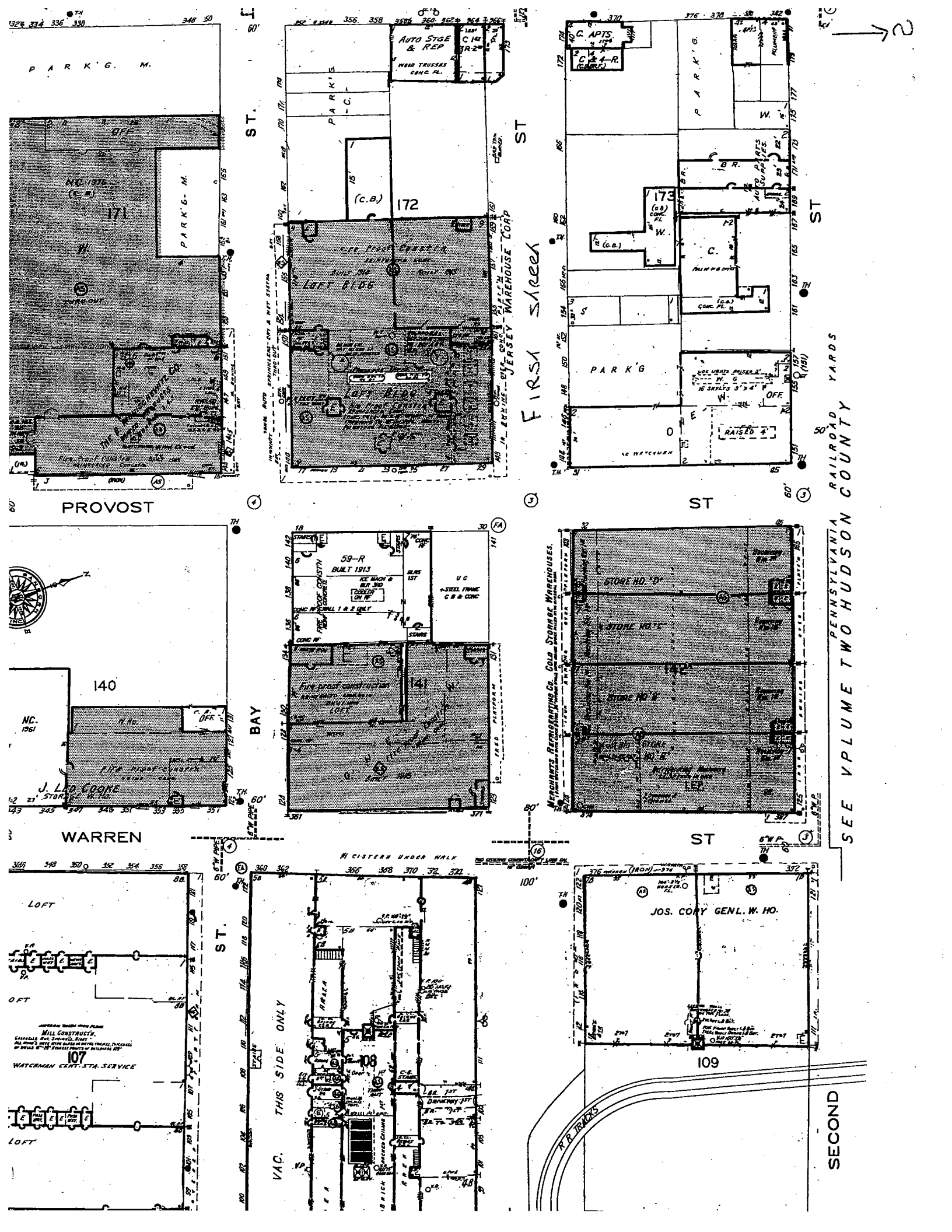
9.Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

10.Additional comments:

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

Municipal Engineer	**Date** 4/18/11
Signature of Department Director	**Date** 4/18/11


PARK'G. M.
OFF.
NC. 1976
171
PARK'G. M.
PROVOST
ST.
AUTO STGE & REP
PARK'G.
(C.B.)
172
LOFT BLDG.
LOFT BLDG.
JERSEY WAREHOUSE CORP
FIRST STREET
C. APTS.
PARK'G.
W.
B.R.
173
(C.B.)
W.
C.
PARK'G
OFF.
RAISED 4'
ST
ST
PENNSYLVANIA RAILROAD YARDS
SEE VOLUME TWO HUDSON COUNTY
140
NC. 1961
OFF.
J. LEO COOKE STORAGE W. HO.
WARREN
BAY
59-R BUILT 1913
141
Fire proof construction
LOFT
MERCHANTS REFRIGERATING CO. COLD STORAGE WAREHOUSES.
STORE HO. "D"
STORE HO. "C"
142
STORE HO. "B"
STORE HO. "E"
ST
LOFT
MILL CONSTRUCTN.
107
WATCHMAN CENT. STA. SERVICE
LOFT
ST.
VAC. THIS SIDE ONLY
108
JOS. CORY GENL. W. HO.
109
R.R. TRACKS
SECOND

City Clerk File No. Ord. 11-053

Agenda No. 3.G 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-053

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) OF THE JERSEY CITY TRAFFIC CODE PROHIBITING THE RIGHT TURN AT THE RED SIGNAL SOUTHBOUND ON BRUNSWICK STREET TO WESTBOUND ON COLUMBUS DRIVE, 8:00 A.M. TO 4:00 P.M., SCHOOL DAYS

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

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited Right Turns on Red Signal) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-8 Prohibited right turns on red signal.

No person shall make a right turn when facing a steady red signal (stop indication) at any of the locations listed below.

Name of Street	Direction of Travel	Prohibited Right Turn on Red Signal onto:	Hours and Days
Brunswick Street	Both South	Newark Av Columbus Dr	All times 8:00 a.m. to 4:00 p.m. School days

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall take effect at the time and in the manner as prescribed by law.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JDS:pcl
(04.14.11)

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____ 4/15/11
Municipal Engineer

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____ 4/15/11
Director, Dept. of Public Works

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or sketchy summary sheets will be returned with the resolution or ordinance. The Department, Division or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate statement of facts.

1.Full title of ordinance/resolution/cooperation agreement:

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited right turns on red signal) of the Jersey City Traffic Code prohibiting the right turn at the red signal southbound on Brunswick Street to westbound on Columbus Drive, 8:00 a.m. to 4:00 p.m., School Days

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

Joao D'Souza, Director of Traffic & Transportation, Division of Engineering, Traffic and Transportation at the request of Dominick Pandolfo, in the Office of the. Business Administrator, on behalf the schools in the area

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

Prohibit the right turn on the red signal for motorists traveling southbound on Brunswick Street to westbound on Columbus Drive, 8:00 a.m. to 4:00 p.m., School Days

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

To better serve the Schools and Community surrounding the intersection of Brunswick Street and Columbus Drive.

5. Anticipated benefits to the community:

Increase pedestrian safety and the safety of children crossing at the intersection of Columbus Drive at Brunswick Street.

6. Cost of proposed program, project, etc. (Indicate the dollar amount of City, state, and Federal Funds to be used, as well as match and in-kind contribution:

Approximately $200.00 per sign/post installation. (1 channel & 1 signs required)
Total: $200.00

7.Date proposed program, or project will commence:

Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date:

Twenty days after adoption by the Jersey City Municipal Council

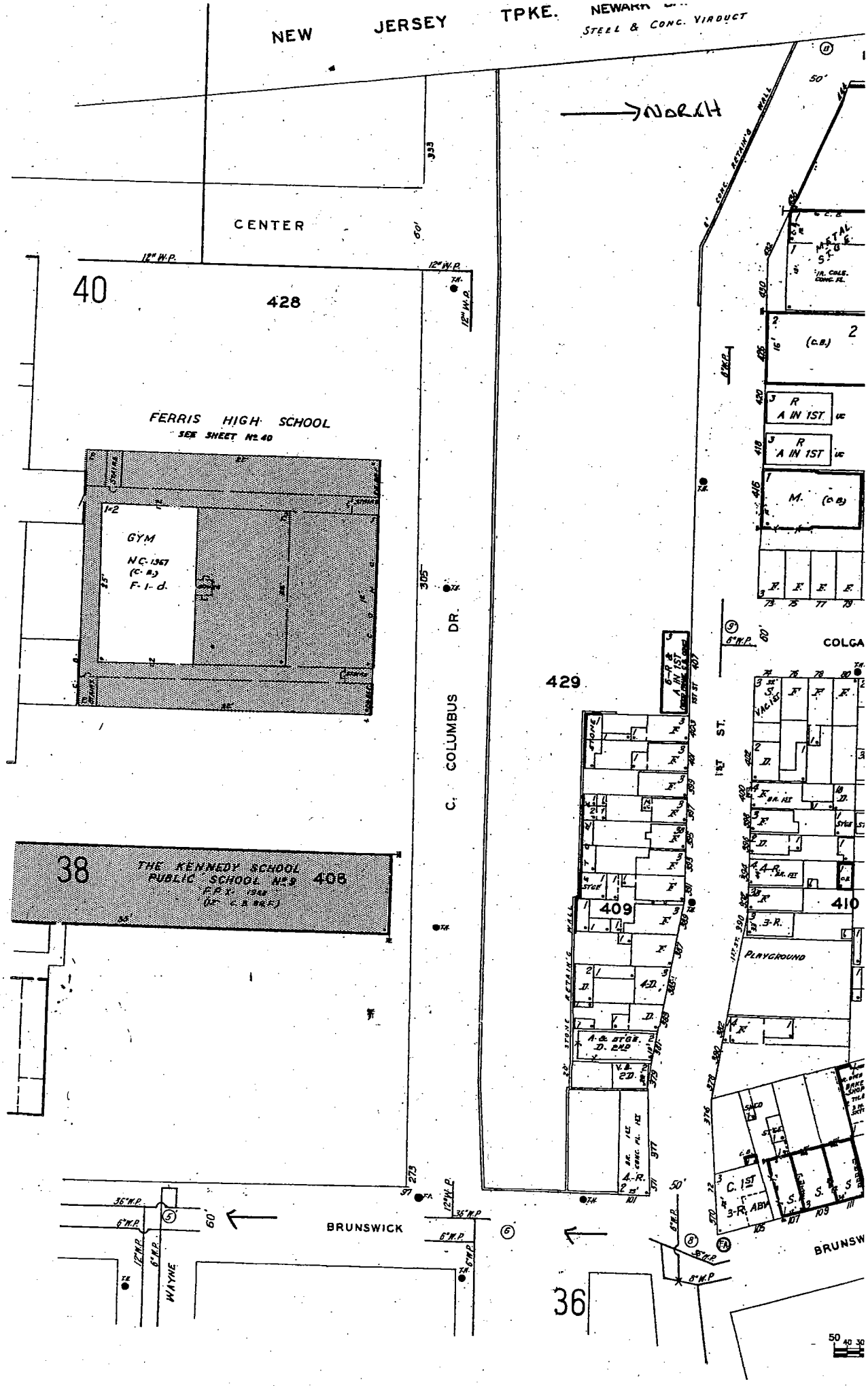
9.Person responsible for coordinating proposed program, project, etc.:

Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation

10.Additional comments:

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

City Engineer	**Date** 4/15/11
Signature of Department Director	**Date** 4/15/11


NEW JERSEY TPKE.
NEWARK
STEEL & CONC. VIADUCT
North
CENTER
40
428
FERRIS HIGH SCHOOL
SEE SHEET No. 40
GYM
N.C. 1967
(C.B.)
F. 1-d.
38
THE KENNEDY SCHOOL
PUBLIC SCHOOL No. 9
408
429
C. COLUMBUS DR.
409
410
PLAYGROUND
1ST ST.
COLGA
BRUNSWICK
BRUNSW
WAYNE
36
METAL S.T.
(C.B.)
A IN 1ST
M.
C. 1ST
3-R. ABV.
50 40 30

City Clerk File No. Ord. 11-054

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 11-054

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN ADDING AN ADAPTIVE REUSE DISTRICT**

WHEREAS, the Municipal Council of the City of Jersey City, adopted the Montgomery Gateway Redevelopment Plan over 30 years ago and has been amended several times since; and

WHEREAS, the Municipal Council seeks to advance and promote the adaptive reuse of the Saint Bridget's school, convent, and rectory; and

WHEREAS, a copy of the amended text 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

WHEREAS, the following amendments to the Montgomery Gateway Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of April 26, 2011; and

WHEREAS, the Planning Board voted to recommend adoption of these amendments by the Municipal Council;

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

BE IT FURTHER ORDAINED THAT:

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

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

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

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

E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, AICP, Director of Planning

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

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

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN ADDING AN ADAPTIVE REUSE DISTRICT

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

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

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

The amendment will add an adaptive reuse district for the Saint Bridget's school, convent, and rectory allowing the buildings to be repurposed for residential uses.

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

To preserve significant historic structures through their reuse as residential buildings.

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

Preservation of historically significant buildings and development of new residential units.

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

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

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

Upon approval of the redevelopment plan amendment.

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

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

Robert D. Cotter, Director, City Planning	547-5050
Jeff Wenger, City Planning	547-5453

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

APRIL 19, 2011
Date

Carl Czaplicki
Department Director Signature

4/19/11
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN ADDING AN ADAPTIVE REUSE DISTRICT

The amendment will add an adaptive reuse district for the Saint Bridget's school, convent, and rectory. The district will require the preservation of historic buildings and them to be repurposed for a mix of residential and senior housing.

PROPOSED AMENDMENTS TO THE MONTGOMERY GATEWAY REDEVELOPMENT PLAN

PRESENTED TO THE JERSEY CITY PLANNING BOARD ON APRIL 26, 2011

Text that is unchanged is in plain face type like this.
Text that is deleted is in strike-through ~~like this~~.
Text that is added is in bold **like this.**

The Acquisition Map is to be removed from the Plan.
The Boundary Map and Land Use Map shall be replaced by new color versions with minor boundary adjustments and the creation of a new "Adaptive Reuse" district.

VIII. GENERAL LAND USE PLAN
B. LAND USE PROVISION AND BUILDING REQUIREMENTS
page 25:

6. Saint Bridget's Adaptive Reuse District

a. <u>Permitted Principal Uses</u>

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

b. <u>Accessory Uses Permitted</u>

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

c. <u>Regulations and Controls</u>

1. This district shall include the adaptive reuse of the Saint Bridget's Church, School, Convent and Rectory, and associated open space.

2. The adaptive reuse of existing facilities shall be consistent with the goals and objectives of the Van Vorst Park Historic District, as well as the *Secretary of the Interior's Standards for the Treatment of Historic Properties,* when applicable.

3. New additions shall be permitted in the District, when serving the overall needs of the project, such as a means to physically link and combine separate existing facilities, or as a means to provide new, contemporary facilities, which will add to the effectiveness of the overall project scheme. Such new construction shall read as new, separate and distinct from the existing Saint Bridget's historic fabric.

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

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

e. Maximum Height

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

f. Area, Yard and Bulk

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

g. Minimum Off-Street Parking

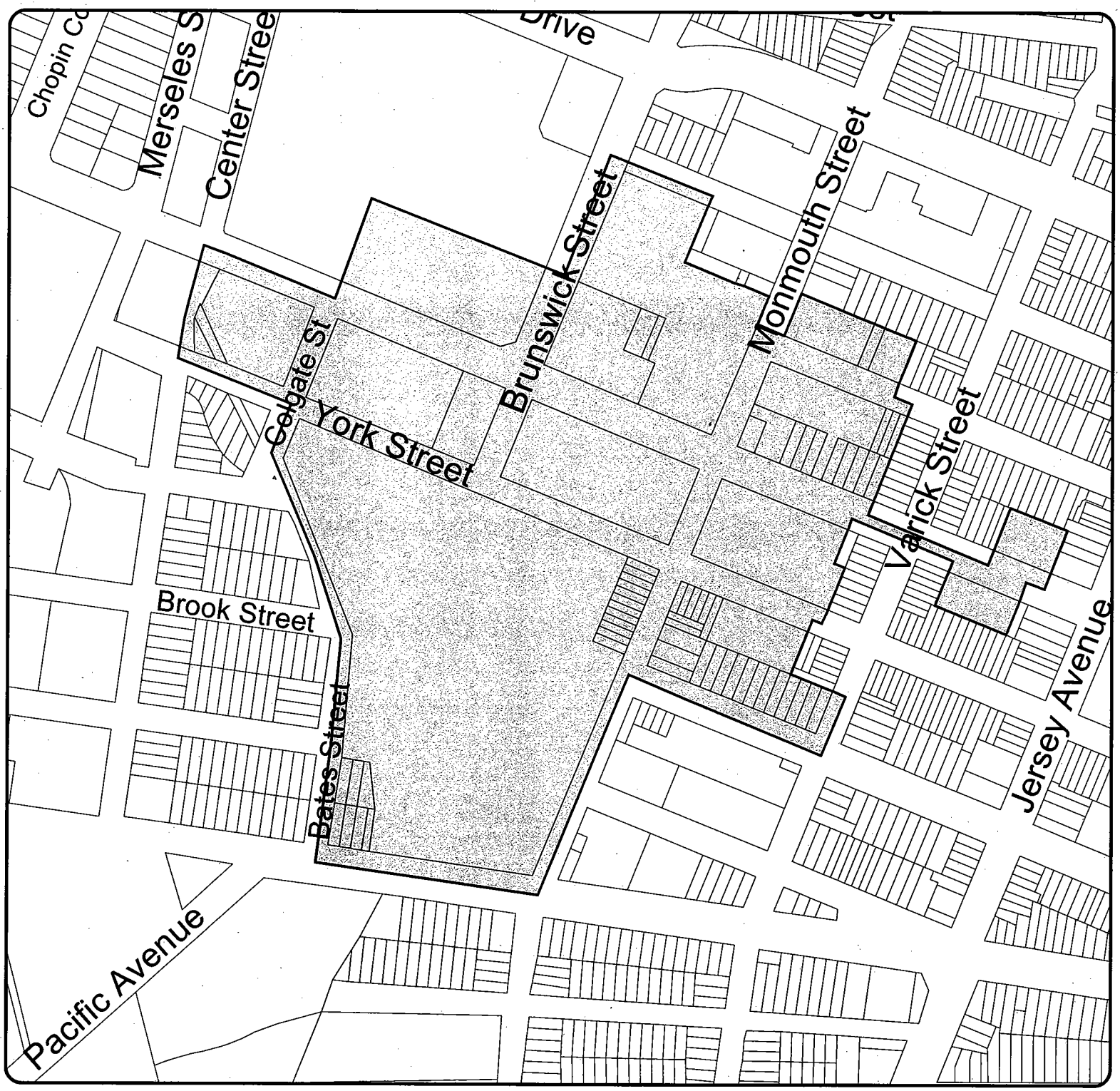
1. There shall be no minimum requirement for off-street parking. If provided, off-street parking shall not exceed .25 spaces per dwelling unit.

h. Minimum Off-Street Loading

1. Not required

i. Maximum Sign Area

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



MONTGOMERY GATEWAY REDEVLOPMENT PLAN AREA
BOUNDARY MAP

APRIL 18, 2011

N

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

1 inch = 301.307025 feet

0 110 220 440 660 880
Fee

MONTGOMERY GATEWAY REDEVLOPMENT PLAN AREA BOUNDARY MAP

APRIL 18, 2011

Legend

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

N

1 inch = 300 feet

0 150 300 600 900 1,200 Feet

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

City Clerk File No. Ord. 11-055

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 11-055

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JERSEY AVENUE TENTH STREET REDEVELOPMENT PLAN TO AMEND THE BOUNDARY MAP

WHEREAS, the Municipal Council of the City of Jersey City adopted the Jersey Avenue Tenth Street Redevelopment Plan on March 14, 2007 and Amended on November 23, 2010; and

WHEREAS, the Planning Board, at its meeting of April 12, 2011, determined that the Jersey Avenue Tenth Street Redevelopment Plan would benefit from amending the boundary map to include an adjacent property located on Block 420 Lot 2; and

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

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

BE IT FURTHER ORDAINED THAT:

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

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

APPROVED AS TO LEGAL FORM _____
Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

   ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JERSEY AVENUE TENTH STREET REDEVELOPMENT PLAN TO AMEND THE BOUNDARY MAP

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

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

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

   This ordinance amends the boundary map of the Jersey Avenue Tenth Street, adding block 420, lot 2 into the Transition District.

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

   Property adjacent to the existing Jersey Avenue Tenth Street was declared and Area in Need of Redevelopment under the Ninth and Brunswick Study Area and should be incorporated into the existing Redevelopment Plan.

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

   Encourage development of existing industrial buildings in fair and poor condition.

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

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

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

   Upon Adoption.

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

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

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

10. **Additional Comments:**

I Certify that all the Facts Presented Herein are Accurate.

Robert D Cotter
Division Director

APRIL 14, 2011
Date

Carl Czaplicki
Department Director Signature

4/14/11
Date

Summary Sheet:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE JERSEY AVENUE TENTH STREET REDEVELOPMENT PLAN TO AMEND THE BOUNDARY MAP

This ordinance amends the boundary map of Jersey Avenue Tenth Street, adding block 420, lot 2 into the Transition District. The property was declared and Area in Need of Redevelopment under the Ninth and Brunswick Study Area.

JERSEY AVENUE
TENTH STREET
REDEVELOPMENT PLAN

Adopted
March 14, 2007 Ord. No. 07-037
Amended November 23, 2010 Ord. No. 10-153

Amendments proposed 4/12/11

CITY OF JERSEY CITY
DIVISION OF CITY PLANNING

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INTRODUCTION

The Jersey Avenue Redevelopment Plan Area is approximately 140 acres in the northern section of Downtown Jersey City. The City of Hoboken and the Hamilton Park Historic District are north and immediately adjacent to the redevelopment area.

The area is comprised of existing commercial and residential uses with a scattering of industrial and warehouse interests. The redevelopment area also contains several vacant lots. The neighboring area in both Jersey City and Hoboken is actively being redeveloped into mixed use residential, retail and office use.

Development of this area would encourage upgrading of roadways and utilities and provide for more comprehensive zoning through integrating compatible uses with the adjacent areas. The present development of the waterfront and new land uses which surround this area will contribute to the effort to encourage and attract favorable redevelopment.

I. BOUNDARY DESCRIPTION

BEGINNING at a point at the intersection of the centerline of Luis Munoz Marin Boulevard and the Jersey City-Hoboken City Line; thence in a westerly direction for 1,140 feet along the City Line to a point; thence in a northeasterly direction for 126.72 feet along the City Line to a point at its intersection with the centerline of Hoboken Avenue; thence in a westerly direction along the centerline of Hoboken Avenue to a point at its intersection with the centerline of U.S. Routes 1 and 9; thence in an easterly direction along the centerline of U.S. Routes 1 and 9 to a point at its intersection with the right-of-way of the Conrail-New Jersey Junction Branch Railroad Main Stem; thence in a southerly direction along the right-of-way of the Conrail-New Jersey Junction Branch Railroad Main Stem to a point at its intersection with the extended centerline of Tenth Street; thence in an easterly direction along the centerline of Tenth Street to a point at its intersection with the centerline of Luis Munoz Marin Boulevard; thence in a northerly direction along the centerline of Luis Munoz Marin Boulevard to a point at its intersection with the centerline of Twelfth Street; thence in a westerly direction along the centerline of Twelfth Street to a point at its intersection with the centerline of Coles Street; thence in a northerly direction along the centerline of Coles Street to a point at its intersection with the centerline of Fourteenth Street-Boyle Plaza; thence in an easterly direction along the centerline of Fourteenth Street-Boyle Plaza to a point in its intersection with the centerline of Luis Munoz Marin Boulevard; thence in a northerly direction along the centerline of Luis Munoz Marin Boulevard to a point at its intersection with the Jersey City-Hoboken City Line, the point and place of BEGINNING.

II. REDEVELOPMENT PLAN OBJECTIVES

Renewal activities for the Jersey 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 elimination of vacated, deteriorated and obsolete structures including unused industrial buildings, which adversely affect the feasibility of amenable neighborhood physical change and further development of an emerging commercial and residential area.
C. The improvement of the functional and physical layout of the Redevelopment Plan Area

for contemplated new development, and the removal of impediments to land disposition.

D. The overall improvement of traffic flow through the development of new and improved vehicular and pedestrian circulation systems which provide for separation of the two movements, and the maximum use of public transportation.

E. Coordination of redevelopment activities which reinforce already existing renewal and improvement programs in the adjacent neighborhoods, in accordance with a plan that integrates the Jersey Avenue Redevelopment Plan Area with the rest of Jersey City.

F. Encouragement of preservation and adaptive reuse of existing structures by grandfathering their height, bulk and density if the zoning regulations contained herein are exceeded by such structures.

G. Encouragement of conservation and preservation of selective structures, including those with historical or architectural significance, by providing opportunities for adaptive reuse which will give an economic life comparable to newer structures.

H. Provision of land in parcels of sufficient size and configuration so as to permit economic redevelopment.

I. Provision of site improvements for the beautification of the Jersey Avenue Redevelopment Plan Area and surrounding neighborhoods.

J. Promotion of balanced development in accordance with the Fair Housing Act, (NJSA 52:27D-311), and Housing Element & Fair Share Plan of the Jersey City Master Plan.

K. Preservation and promotion of view corridors created by public streets to accentuate views of New York and the Palisades.

L. Development of a network of public open space throughout the Redevelopment Plan Area which shall be designed to improve pedestrian circulation, act as a catalyst for retail development and help to preserve important vistas.

M. Creation of major new employment and housing opportunities for the residents of Jersey City.

III. TYPES OF PROPOSED REDEVELOPMENT ACTIONS

It is proposed to substantially improve and upgrade the Jersey Avenue Redevelopment Plan Area through a combination of redevelopment actions. These will include, but not be limited to:

A. Rehabilitation of dilapidated, deteriorated, obsolete or underutilized structures where necessary.

B. Construction of new structures and complimentary facilities.

C. Provisions for public infrastructure necessary to service and support the new development.

D. Provisions of at least 10% of a residential project as a Developer's Affordable Housing Contribution shall be developed on-site or within the Redevelopment Plan Area. Non-residential projects shall participate in the Jersey City Affordable Housing Linkage Program by either: (1) constructing Affordable Housing off-site; (2) providing cash contribution for the subsidization of Affordable Housing; (3) by the financing of an Affordable Housing project. The above provision shall not apply if the City has not legally enacted an Affordable Housing Linkage Program.

IV. DESIGN OBJECTIVES AND REQUIREMENTS

A. Building Design

1. Building design shall be guided by the general characteristics of the surrounding properties and the adjacent Hamilton Park Historic District (where applicable).
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. Groups of related buildings shall be designed to present an harmonious appearance in terms of architectural style and exterior materials and shall be encouraged to incorporate elements found throughout the surrounding neighborhoods.
4. All east-west streets shall be maintained as important view corridors and shall, through the enforcement of setbacks, preserve and promote views of New York and the Palisades.
5. 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.
6. 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.
7. Buildings 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.
8. 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 or from the Palisades.
9. 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.
10. All trash receptacles, in accordance with all appropriate State laws, shall be adequately secured, enclosed and screened on all sides by landscaping or other type of attractive materials.
11. Chain link fencing shall not be permitted except during construction.
12. All utility distribution lines and utility service connections from such lines to the area's individual uses shall be located underground.
13. Urban design elements shall be consistent with those contained in other redevelopment plans regulating Downtown and used throughout the Redevelopment Area.

B. Improved Open Space

1. All new development shall provide improved publicly accessible open space on all parcels as required in the appropriate district.
2. Where possible, new structures surrounding or enclosing open space should be designed and sited to allow penetration of sunlight onto open space areas during peak user time (11:00 a.m. to 2:00 p.m.).
3. Open space shall provide visual and functional elements such as benches, low walls, drinking fountains, refuse containers and planters. Suggested materials for open space amenities include stone pavers, brick, asphalt pavers and broom finish concrete.
4. Adequate lighting shall be provided to encourage active uses and a sense of security in the open space.
5. Open spaces shall be so located as to provide for maximum usability and to create a harmonious relationship between buildings and the open space throughout the Redevelopment Plan Area.
6. Through creative design, open space features shall address the need for human comfort and enjoyment and provide both active and passive leisure uses for secure and pleasant outdoor and indoor settings to meet public and private use requirements.
7. Open space shall be oriented to focus on and maintain existing views of New York and the Palisades.
8. "Vest pocket" parks shall be encouraged on small corner and midblock parcels.
9. All open space, including plazas, shall be designed with lawns, trees, shrubbery, attractive paving materials, street furniture, lighting and other architectural and artistic amenities to produce and provide pleasant environments at street level to compliment the buildings and project area. Open space and plazas shall be designed at a human scale to invite and attract the public.
10. As a general guide, one (1) linear foot of seating for each linear foot of plaza perimeter shall be provided. Seating space may include planters, benches, fountains, etc.

C. Landscaping and Lighting

1. 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.
2. Greenspace (trees, shrubs, flowers, etc.) shall be used as buffers and to accent entrances, arcades and sidewalks.
3. 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.

4. Any landscaping which is not resistant to the environment or dies within 2 years of planting shall be replaced by the developer.
5. Underground watering facilities shall be encouraged for all landscaped areas.
6. Trees and shrubs shall be planted along curblines of streets at a maximum of 40 feet centers or in groupings, in a regular pattern or spaced alternately on either side of streets, to further enhance the aesthetic quality of the Redevelopment Plan Area.
7. Parking areas for more than ten (10) vehicles, all parking at service stations and auto related facilities, regardless of the number of spaces 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.
8. 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 Zoning Ordinance.
9. Lighting within a site shall sufficiently illuminate all areas, including those areas where buildings are set back or offset to prevent "dark corners".
10. 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.
11. 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.

D. Rehabilitation of Existing Structures

1. Through the use of selective building materials, all buildings to be rehabilitated shall be encouraged to preserve the area's character.
2. Any upper level additions (i.e. additional floors, penthouses, etc.) should maintain a strong relationship to the basic design elements as well as to texture, color and scale of materials of the existing building.
3. Existing structures to be rehabilitated shall be exempt from area, yard and bulk requirements except any additions to existing structures shall not cause the total building area to exceed the floor area ratio specified in the appropriate district. In the event that an existing building exceeds the permitted floor area ratio, that structure shall not be permitted any additional floor area.
4. All rehabilitation to historic buildings shall conform to the Design Standards and Guidelines articulated in the Historic Preservation Ordinance of Jersey City.

V. TRAFFIC CIRCULATION OBJECTIVES AND GUIDELINES

A. Parking and service access should be separated from the main traffic oriented streets. These access areas shall be clearly designated and designed so as to avoid the backing in and out of vehicles onto the street ROW.

B. Shared use of accessory parking facilities shall be considered in areas adjacent to underutilized parking facilities.

C. Sight triangle areas at all intersections shall be kept clear of plantings and structures by limiting heights to a maximum of thirty (30) inches. Sight triangles shall be measured from the right-of-way line and conform to the provisions in Article IV, Section 28-22 of the Jersey City Zoning Ordinance.

D. The use of public transportation by employees, residents and visitors of the Redevelopment Plan Area shall be encouraged.

E. All traffic impact studies shall incorporate, as part of the study, all projects approved or proposed in surrounding neighborhoods, in addition to impacts from the Holland Tunnel and development in Hoboken. A listing of the projects may be obtained from the Division of City Planning.

F. Traffic associated with office development shall be circulated in a manner as to not negatively impact the Hamilton Park Historic District.

G. 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.

H. Newly established public sidewalks shall measure a minimum of 10 feet from curbline to property line where available and shall be durably paved and smoothly surfaced to provide for free movement of pedestrians. Adequate lighting and attractive landscaping shall be provided.

I. 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. OFF-STREET PARKING AND LOADING REQUIREMENTS - see chart

A. All required parking spaces must be a minimum of 8.5 feet wide by 18 feet deep, as measured from the curb stop. All aisles shall be a minimum of 22 feet wide. Compact parking stalls (8x15), may be provided, up to 50%, in lots that are used for long term or all day parking.

B. 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.

C. All required parking and loading areas shall be provided off-street. All such parking and loading areas shall be graded and paved with a durable dust free surface and adequately drained. All parking and loading areas shall be designed in accordance with the Zoning Ordinance.

D. The off-street parking requirements shall apply to all new construction. Required parking may be provided on-site. Parking may be permitted within five hundred (500) feet of the proposed development which it will serve only with review and approval by the Planing Board and the linking of the properties by deed.

E. The number and design of off-street loading spaces shall conform to Article IV, Section 28-18, Subsection I-1 and 2 of the Zoning Ordinance of Jersey City.

F. All developments which propose valet parking shall submit a parking management plan. Such plan shall include but not be limited to: number of vehicles to be parked, number of rows of cars to be stacked, and all parking stall and aisle widths. All parking management plans shall be subject to review by the Bureau of Traffic Engineering and review and approval by the Planning Board.

G. Parking Structure Requirements - to apply to all parking garages

Garage levels shall be screened so as not to give the apparent perception of garage space from all rail and street Rights-of-Ways and from all adjacent property lines. Examples of various acceptable screening and façade treatment techniques which can be utilized include the following:

- Artificial windows of the punched out style utilizing glass or decorative grillwork or a combination of same.
- Artificial building façade wrapping around the exterior of the garage.
- 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.
- The addition of cornices, lintels, quoins, and other decorative detailing in addition to all the other façade designs.
- Emphasis of a vertical exterior façade pattern instead of the horizontal cladding associated with parking garages and their structural members.

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.

VII RESIDENTIAL DENSITY BONUS

This provision is applicable to all residential development and permits construction of up to 30 additional dwelling units per acre.

A. All residential projects are eligible to receive an additional bonus density not to exceed an

additional 30 DU/AC, if the developer agrees to contribute to green space located within the plan area, as set forth more specifically, below.

B The green space development requirement may be satisfied by any one or combination of the following methods approved by the Planning Board as part of the Preliminary Site Plan:

- Monetary contribution to The City of Jersey City to be established in a separate account for the exclusive purpose of acquiring, developing and enhancing green space within the plan area.
- Developer donation of real property for green space development; such property to be deeded to the City in perpetuity.

C. The amount of monetary contribution or value of an equivalent in-kind contribution of land shall be calculated as follows:

- $5,500 for each additional bonus residential dwelling unit constructed under this provision over the base density permitted in the applicable district without this bonus.

D. Development utilizing this bonus provision must comply with all applicable criteria of the Area, Yard, and Bulk Chart for the applicable district.

E. Satisfaction of the green space contribution requirement is a required pre-condition for the issuance of any building permit associated with the project.

VIII. 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. Upon demolition of existing structures, the site shall be graded, planted, sodded and/or paved with a durable dust free surface in the interim use period, prior to construction of new buildings.

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

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

X. SPECIFIC LAND USE PROVISIONS

- Development regulations for the Redevelopment Plan Area consist of two interrelated parts, land use district regulations and the Land Use District Map. The land use districts are designated as the Medium Rise District, High Rise District, Commercial Strip District, 10th Street Transition District and Neighborhood District. The area at Monmouth Street between Seventeenth and Fourteenth Streets has been dedicated solely to the Newport Electrical Substation. Uses in this

area shall be necessary or ancillary to the Electrical Substation function and shall be reviewed and approved by the Planning Board.

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.

- 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 and parking garages within the redevelopment plan area.
- All applicants shall meet with the Planning Board Technical Review Subcommittee, present their design, and work with them to receive their comments prior to a hearing of the full board.
- The following uses are prohibited from all districts within the plan area:
    - i. Junk, scrap and/or salvage yards
    - ii. Recycling facilities, storage yards or centers
    - iii. Gasoline stations outside the Commercial District, except at Block 261, Lot 10 [Service Station]
    - iv. Discos, Rock Clubs, Dance or Karaoke Clubs

A. Medium Rise District

This district is intended to provide a range of development activities which shall encourage compatible uses to those which currently exist in the area. Through the encouragement of compatible building design, new construction and rehabilitation in this district shall respect, reinforce and preserve existing characteristics and east-west views, while providing transitional elements linking this district to the Hamilton Park Historic District to the south and other existing and proposed land uses to the north, east and west.

The New Jersey Warehouse, Block 286, Lot G1, (716-722 Jersey Avenue), is included in the Hamilton Park Historic District. Any proposed rehabilitation to this structure shall be subject to the Design Standards and Guidelines articulated in the Historic Preservation Ordinance of Jersey City; the Historic Preservation Commission shall advise the Planning Board in accordance with NJSA 40:55D-109d.

1. Principal Permitted Uses
   a. Office Buildings
   b. Residential
   c. Commercial/Retail
   d. Restaurants, Bars and Nightclubs
   e. Hotels, Health Clubs
   f. Roadways, Light Rail, Mass Transit Stations
   g. Public/Semi Public Uses
   h. Theaters
   i. House of Worship
   j. Light Industrial/Warehouse
   k. Parks/Public Open Space
   l. Day Care Centers
   m. Public Utilities, except that natural gas transmission lines shall be prohibited
   n. Appropriate mixed uses of any of the above
   o. Telecommunications/Cyber Hotel only for the following two locations and provided the conditions listed below are met:

- Block and Block 361 Lot 2, Block 395.1 Lot 14, and Block 324 Lot 5. These facilities shall be located in the existing building, rehabilitated and adapted to accommodate this use in such a way as to maintain the exterior façade of the building so that it is attractive, historically appropriate, and compatible to the adjacent historic district. Small additions enclosing inner alcoves and notches of the building shall be permitted The design of these additions shall be attractive and consistent with the design of the exterior portions of the building. Existing window openings shall not be eliminated. They may be covered from the inside and maintained on the outside as original in style but false windows on the exterior. Fuel tanks may be located in the rear yard and screened with decorative fencing and a combination of evergreen and deciduous tree landscaping to screen them from view. All associated mechanicals, generators, etc. shall be located underground or interior to the existing structure. Only air exchangers may be located on the exterior, and only if found by the Planning Board to be satisfactorily screened. Satisfactory screening shall constitute enclosure on four sides of a material matching in color design and style with the building and being at least as high as the mechanical equipment it is intended to screen. Any ancillary telecommunication technology such, as cellular antennas, may be located on the exterior of the building, provided also that they are found to be satisfactorily screened by the planning Board. Site plan approval is required for all such uses and applications. Block 395.1 Lot 14 shall be dedicated to the City as open space prior to the issuance of any building permit associated with this project. All environmental clearances shall be satisfied.

- Blocks 364, 365, 363.1, 363 Lot A 2, 329 Lots 17-21, Block 326 Lot 32A, - This facility shall be located in the existing building, rehabilitated and adapted to accommodate this use in such a way as to maintain the exterior façade of the building so that it is attractive, historically appropriate, and compatible to the adjacent historic district. Small additions enclosing inner alcoves and notches of the building shall be permitted The design of these additions shall be attractive and consistent with the design of the exterior portions of the building. Existing window openings shall not be eliminated. They may be covered from the inside and maintained on the outside as original in style but false windows on the exterior. Fuel tanks may be located in the rear yard and screened with decorative fencing and a combination of evergreen and deciduous tree landscaping to screen them from view. All associated mechanicals, generators, etc. shall be

located underground or interior to the existing structure. Only air exchangers may be located on the exterior, and only if found by the Planning Board to be satisfactorily screened. Satisfactory screening shall constitute enclosure on four sides of a material matching in color design and style with the building and being at least as high as the mechanical equipment it is intended to screen. Any ancillary telecommunication technology such, as cellular antennas, may be located on the exterior of the building, provided also that they are found to be satisfactorily screened by the planning Board. Site plan approval is required for all such uses and applications. At least 1/3 of an acre, to be determined at site plan approval, of either Block 363 Lot A, Block 329 Lots 17-21, or Block 326 Lot 32A shall be dedicated to the City as open space prior to the issuance of any building permit associated with the project. All environmental clearances shall be satisfied.

2. Accessory Uses

   a. Off-street parking and loading facilities
   b. Fences and Walls
   c. Guardhouse and Employee cafeteria
   d. On-site service and maintenance operations for equipment and operations
   e. Signs
   f. Health Clubs
   g. Day Care Centers

3. Conditional Uses (40:55D-67)

   a. Freestanding identification sign announcing or locating a specific development(s) located within 1,500 feet of said sign, but expressly prohibiting commercial advertising billboards. Such sign shall be a maximum height of fifty-five feet, and have a maximum width of twenty-five feet and be further limited to one sign per use and/or lot. The sign may be internally illuminated. All such freestanding signs shall be subject to review and approval by the Planning Board.

   b. Parking for principal uses, which must be located within five hundred (500) feet of said use.

4. Maximum Height - see chart

5. Area, Yard and Bulk Requirements – (see chart)

6. Building Design Requirements for the Medium Rise District

   a. Building Facades - Non Industrial

      1. Building facades of structures greater than one story shall be constructed of masonry including but not limited to stone, brick, textured concrete, etc. Tenth Street facades shall employ color schemes and other elements

complementary and harmonious in color, scale and material to those in the Hamilton Park Historic District.

2. At a height between 15 and 40 feet all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in materials or ratio of glass to solid area, or any other visual indicator consistent with the design, proportions and materials of the entire building.

b. Building Facades - Light Industrial/Warehouse

1. Building facades shall be designed to be compatible with existing buildings and/or its relationship with contiguous structures. The design shall be subject to review and approval by the Planning Board.

c. Streetscape

1. All buildings shall be designed to front on public streets in order to create a streetwall consistent with that found in the adjacent historic district.

2. All buildings shall provide a main entrance onto a public street. Other entrances may be provided from parking areas or any other place necessary by the design of the building.

MEDIUM RISE PRINCIPAL

	OFFICE BLDGS	RESI-DEN-TIAL	COMM. RETAIL	REST./ BARS/ N'CLUBS	HOTELS/ HEALTH CLUBS	ROADS/ LIGHT RAIL	PUBLIC/ SEMI-PUBLIC	THEATERS	HOUSES OF WORSHIP	LIGHT INDUST/ W'HOUSE	PARKS/ OPEN SPACE
HEIGHT	70'	75'	70'	70'	75'	70'	70'	70'	70'	60'	N/A
COVERAGE [1]	75%	75%	75%	75%	75%	100%	85%	75%	75%	90%	N/A
LOT AREA IN SQ. FT.	2,500	2,500	2,500	2,500	20,000	N/A	2,500	2,500	5,000	10,000	2,500
DENSITY [2]	N/A	50	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FRONT YARD MIN.	5'	5'	5'	5'	5'	5'	5'	5'	10'	5'	N/A
FRONT YARD MAX.	15'	15'	15'	15'	15'	15'	15'	15'	N/A	15'	N/A
EACH SIDE YARD									10'		
REAR YARD	10'	10'	10'	10'	10'	10'	10'	10'	15'	10'	N/A
F.A.R. [3]	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	2.5	N/A

1 Total percentage, buildings and impervious surfaces, subject to bonus provisions of IX.F.
2 Dwelling units per acre.
3 Floor Area Ratio.

3. 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 consistent with the design, proportions, material and character of the adjacent areas shall be encouraged.

d. Parking structures shall preferably be located at the rear of the principal building. Access to the structure may be provided through the front of said building. Where parking cannot be located in the rear, the facade of such parking structures shall be treated with the same materials used in the facade of the principal building.

B. High Rise District

This district is intended to provide for development activities suited to high rise structures. Buildings are encouraged to reinforce streetwall design and develop active ground floor uses. Design standards are provided to encourage transitional elements harmonious with existing areas.

1. Principal Permitted Uses
   a. Office Buildings
   b. Residential
   c. Commercial/Retail
   d. Restaurants, Bars and Nightclubs
   e. Hotels, Health Clubs
   f. Roadways, Light Rail, Mass Transit Stations
   g. Public/Semi Public Uses
   h. Theaters
   i. Light Industrial/Warehouse
   j. Parks/Public Open Space
   k. Day Care Centers
   l. Public Utilities, except that natural gas transmission lines shall be prohibited
   m. Appropriate mixed uses of any of the above
   n. Automotive Service Station on Block 261 Lot 10 only

2. Accessory Uses

   a. Off-street parking and loading facilities
   b. Fences and walls
   c. Guardhouses and employee cafeterias
   d. On-site service and maintenance operations for equipment
   e. Signs
   f. Health Clubs
   g. Day Care Centers
   h. Marketers/convenience stores as accessory use to Automotive Service stations on Block 261 Lot 10 only

3. Conditional Use (40:55D-67)

Parking for principal uses, which must be located within five hundred (500) feet of said use.

4. Maximum Height - see chart

5. Building Design Requirements for the High Rise District

a. Building Facades - Non Industrial

1. All building facades of structures greater than one story, up to a height of between 35 and 45 feet, shall consist principally of masonry, stone or textured concrete materials.
2. At a height of between 15 and 40 feet, all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in ratio of glass to solid area, or any other visual indicator consistent with the design proportions and materials of the base.

b. Building Facades - Light Industrial/Warehouse

1. Buildings used for light industrial and warehouses shall be designed to be compatible with existing buildings and/or its relationship with contiguous structures. The designs shall be subject to review by the Planning Board.

c. Streetscape

1. All buildings shall be designed to front on public streets to encourage creation of a streetwall and a pedestrian environment with human scale.
2. Main entrances into buildings shall be located on public streets. Other entrances may be provided from parking areas and/or as necessary according to the design of the structure.
3. Entrances shall be designed to be attractive and functional. Indicators such as awnings, changes in sidewalk paving material or other indicator consistent with the design, proportions, material and character of the surrounding area shall be encouraged.

d. For service stations and their accessory uses, in the High Rise District, one two-sided, free standing, combination identification / price sign shall be permitted per lot, not to exceed 18 feet in height, and not to exceed (60) sixty square feet in area on each side of said sign, to be setback at least ten feet from the property line and to be located within a landscaped area at least two times the total square area of said sign, which area must contain at least 90% coverage with lawn, evergreen plantings and beds for at least two seasonal plantings of annuals Sign setbacks may be adjusted by the Planning Board

without need of a Deviation request if it can be shown that existing buildings within 660 feet of said sign would block drivers views of such sign if same is setback the required distance.

6. Pre-Existing Status
The following acknowledgement of pre-existing status shall apply to the residential building on Block 228 Lot C4 (AKA 685-691 Luis Munoz Marin Boulevard);

The building currently located on this site is under renovation. It was approved for and partly renovated for 93 dwelling units in the existing 13 story, 149 feet structure, with accessory parking spaces internal to the building and a swimming pool to be provided for the residents. This Redevelopment Plan establishes the current zoning approval, as re-affirmed by the Zoning Board of Adjustment in their resolution of October 7, 1999, as the land use regulations and standards for this Block and Lot, except that the number of dwelling units within the existing structure may be increased by breaking-up some or all of the bi-level apartments into single level apartments, not to exceed 10% increase in the number of dwelling units. Further, this plan recognizes that the maximum number of parking spaces that can be provided for internal to the building is 13.

Minor alterations in site plan and façade characteristics may be permitted by the Planning Board provided such alterations are consistent with the redevelopment regulations and parking standards of this Plan. Any changes not consistent with this Plan are cognizable under a deviation application, and will be judged on their merits requiring a site plan application to the Planning Board.

HIGH RISE PRINCIPAL

	OFFICE BLDGS.	RESI-DEN-TIAL	COMM. RETAIL	REST./ BARS/ N'CLUBS	HOTELS/ HEALTH CLUBS	ROADS/ LIGHT RAIL	PUBLIC/ SEMI-PUBLIC	THEATERS	LIGHT INDUST/ W'HOUSE	PARKS/ OPEN SPACE
HEIGHT	110'	110'	110'	110'	110'	110'	110'	110'	60'	N/A
COVERAGE [1]	75%	75%	75%	75%	75%	100%	85%	75%	90%	N/A
LOT AREA IN SQ. FT.	10,000	10,000	10,000	5,000	20,000	N/A	2,500	20,000	10,000	2,500
DENSITY [2]	N/A	90	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
FRONT YARD MIN. [3]	5' 10'	5' 10'	5' 10'	5' 10'	5' 10'	5' 10'	5' 10'	5' 10'	5' 10'	N/A
FRONT YARD MAX. [4]	15' 20'	15' 20'	15' 20'	15' 20'	15' 20'	15' 20'	15' 20'	15' 20'	15' 20'	N/A
EACH SIDE YARD	5'	5'	5'	5'	5'	5'	5'	5'	5'	N/A
REAR YARD [5]	20'	20'	20'	20'	20'	20'	20'	20'	20'	N/A
F.A.R. [6]	5	5	5	5	5	5	5	5	2.5	N/A

1 Total percentage, buildings and impervious surfaces, subject to bonus provisions of X.F.
2 Dwelling units per acre.
3 The first number is for north-south streets, the second number is for east-west streets.
4 The first number is for north-south streets, the second number is for east-west streets.
5 Subject to waiver for corner lots.
6 Floor Area Ratio.

C. Commercial Strip District

This district is intended to provide for a range of development activities compatible to those which currently exist in the area.

1. Principal Permitted Uses
   a. Automotive Service Stations, not to exceed two per block
   b. Auto Lubrication and/or repair
   c. Mixed uses of the above
   d. Commercial/Retail
   e. Restaurants, Bars and Nightclubs
   f. Hotels, Motels and Health Clubs
   g. Parks/Public Open Space
   h. Light Industrial/Warehouse
   i. Day Care Centers
   j. Public Utilities, except that natural gas transmission lines shall be prohibited

2. Accessory Uses
   a. Off-street parking and loading facilities
   b. Fences and walls
   c. Signs
   d. Marketers/convenience stores as accessory to Automotive Service Stations
   e. Hand wash or roll-over type car washes providing at least five (5) stacking spaces, as accessory to automotive service stations, auto lubrication and auto repair services
   f. Day Care Centers

3. Maximum Height - see chart
4. Area, Yard and Bulk Requirements - see chart

COMMERCIAL STRIP PRINCIPAL

	SERVICE STATION	SERVICE STATION WITH CANOPY	COMM. RETAIL	REST./ BARS/ N'CLUBS	HOTELS/ MOTELS/ H'CLUBS	PARKS/ OPEN SPACE	LIGHT INDUST/ W'HOUSE
HEIGHT	15'	20'	25'	25'	50'	N/A	45'
COVERAGE [7]	75%	75%	75%	75%	75%	N/A	90%
LOT AREA IN SQ. FT.	20,000 [8]	N/A	2,500	2,500	20,000	2,500	10,000
FRONT YARD	[9]	10' [10]	5'	5'	5'	N/A	5'
ONE SIDE YARD	2'	2'	2'	2'	2'	N/A	2'
BOTH SIDE YARDS	5'	5'	5'	5'	5'	N/A	5'
REAR YARD [11]	5'	5'	20'	20'	20'	N/A	20'
F.A.R. [12]	0.1	0.1	2.5	2.5	3.75	N/A	2.5

7. Total percentage, buildings and impervious surfaces, subject to bonus provisions of X.F.
8. For lots fronting on Boyle Plaza, 6,000 sq. ft.
9. From curbline: 15' for pumps, 35' for building.
10. 4 For lots fronting on Boyle Plaza, 2 ft.
11. Subject to waiver for corner lots.
12. Floor Area Ratio.

D. 10th Street Transition District

Purpose

This district is a residential corridor intended to act as a transition zone between the Hamilton Park Historic District and the adjacent Medium Rise and Commercial Districts beyond the Eleventh Street viaduct and Conrail right of way, respectively. The Transition District provides for only residential development with the exception of a commercial principle use permitted on Block 218 Lot 5B, and a ground floor commercial retail use as a permitted accessory use. Through the encouragement of compatible building design, new construction and rehabilitation in this district shall respect, reinforce and preserve existing characteristics and east-west views, while providing transitional elements linking this district to the Hamilton Park Historic District to the south.

The New Jersey Warehouse, Block 286, Lot G1, (716-722 Jersey Avenue), is included in the Hamilton Park Historic District. Any proposed rehabilitation to this structure shall be subject to the Design Standards and Guidelines articulated in the Historic Preservation Ordinance of Jersey City; the Historic Preservation Commission shall advise the Planning Board in accordance with NJSA 40:55D-109d.

1. Permitted Uses
   - Residential
   - Parks/Public Open Space
   - Block 218, Lot B5, within existing Grainery Building only: Commercial/Retail, Restaurant or Brew-Pub, but specifically excluding Discos, Rock, Dance or Karaoke Clubs
   - Multi-family dwelling or office usage within the existing building on Block 286 Lot G1, (716-722 Jersey Avenue)
   - Public Utilities, except that natural gas transmission lines shall be prohibited

2. Accessory Uses
   - On-Site/Off-Street Parking & Loading Facilities
   - Fences & Walls
   - Signs
   - Health Clubs
   - Ground floor retail space

3. Area Yard, and Bulk Requirements - Transition District (See Chart)
   - Existing structures to be rehabilitated shall be exempt from area, yard and bulk requirements except any additions to existing structures shall not cause the total building area to exceed the floor area ratio specified in the appropriate district. In the event that an existing building exceeds the permitted floor area ratio, that structure shall not be permitted any additional floor area.

10th STREET TRANSITION DISTRICT
AREA, YARD & BULK CHART

	RESIDENTIAL	RESIDENTIAL BONUS MAXIMUM (Proportional to # of DU/AC)	RESTAURANT
MAX. HEIGHT	45'	70'	Existing Condition
MAX. LOT COVERAGE [1]	60 %	75%	90%
MIN. LOT AREA IN SQ. FT.[4]	2,000 sq. ft.		Existing Condition
MAX. DENSITY [2]	50 DU/AC	80 DU/AC	
MIN. FRONT YARD	5'	5'	Existing Condition
MAX. FRONT YARD	10'	15'	Existing Condition
MIN. EACH SIDE YARD			
MIN. REAR YARD	25'	20'	Existing Condition
MAX. F.A.R. [3]	2.4	3.75	

1 Total percentage, buildings and impervious surfaces
2 Dwelling units per acre.
3 Floor Area Ratio
4. Not including Park & Recreation Area space

4. Building Design Requirements for the Transition District

Building Facades

- Building design and exterior materials of all new construction, renovations and re-use within the Transition District shall be consistent with to the Design Standards, Section IV of this redevelopment plan and the Design Guidelines of the Historic Preservation Districts entitled, Regulations for Alterations & Additions to Buildings & New Construction in Historic Districts.
- Building facades of structures shall be constructed of masonry including but not limited to stone, brick, textured concrete, etc. Concrete block is prohibited. Street facades shall employ color schemes and other elements complementary and harmonious in color, scale and material to those in the Hamilton Park Historic District.
- At a height between 15 and 40 feet all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in materials or ratio of glass to solid area, or any other visual indicator consistent with the design, proportions and materials of the entire building.
- The stone retaining wall located along the North side of 10th Street and adjoining side streets defines "a sense of place" for the district. It shall be preserved, repaired and maintained. Any breaks in the wall necessitated for entry from 10th Street and adjoining roadways shall be kept to a minimum. All stone removed for these entry points shall be relocated on site and utilized as a design

feature or accent linking the wall to the fabric of the remainder of the site's development.

- All buildings shall be designed to front on public streets in order to create a street wall consistent with that found in the adjacent historic district.
- All buildings shall provide a main entrance onto a public street. Other secondary entrances may be provided from parking areas or any other place necessary by the design of the building.
- 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. These indicators shall be consistent with the design, proportions, material and character of the Hamilton Park Historic District and other adjacent conforming buildings within the Transition District along 10th Street.

E. Neighborhood District

1. Permitted Uses
   - Residential
   - Parks/Public Open Space
   - Restaurants
   - Office/retail
   - Public Utilities, except that natural gas transmission lines shall be prohibited

2. Accessory Uses
   - On-Site/Off-Street Parking & Loading Facilities
   - Fences & Walls
   - Signs
   - Health Clubs
   - Ground floor retail space
   - Day Care Centers

3. Area Yard, and Bulk Requirements – (See Medium Rise District Chart)

   - Existing structures to be rehabilitated shall be exempt from area, yard and bulk requirements except any additions to existing structures shall not cause the total building area to exceed the floor area ratio specified in the appropriate district. In the event that an existing building exceeds the permitted floor area ratio, that structure shall not be permitted any additional floor area.

4. Building Design Requirements for the Neighborhood District

   Building Facades

   - Building design and exterior materials of all new construction, renovations and re-use within the Neighborhood District shall conform to the Design Standards, Section IV of this redevelopment plan and the Design Guidelines of the Historic Preservation Districts entitled,

Regulations for Alterations & Additions to Buildings & New Construction In Historic Districts

- Building facades of structures shall be constructed of masonry including but not limited to stone, brick, textured concrete, etc. Concrete block is prohibited. Street facades shall employ color schemes and other elements complementary and harmonious in color, scale and material to those in the Hamilton Park Historic District.

- At a height between 15 and 40 feet all buildings shall provide a horizontal visual cue, through the use of a cornice, belt coursing, change in materials or ratio of glass to solid area, or any other visual indicator consistent with the design, proportions and materials of the entire building.

- All buildings shall be designed to front on public streets in order to create a uniform street wall.

- All buildings shall provide a main entrance onto a public street. Other secondary entrances may be provided from parking areas or any other place necessary by the design of the building.

- 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. These indicators shall similar in design, proportions, material and character of the Neighborhood District and other adjacent conforming buildings.

F. Signage

1. Office/Hotel/Motel/Light Industrial/Warehouse
   The total exterior sign area shall not exceed the equivalent of 5 percent of the first story portion of the wall to which it is attached. In no case shall a sign on any structure exceed 50 square ft. One (1) use shall be permitted one sign for each street frontage. Buildings with multiple uses shall have not more than one (1) sign per use provided the aggregate area of all signs does not exceed the maximum permitted for each street frontage.
2. Residential
   One (1) sign may be allowed, not to exceed 20 square feet.
3. Retail Sales, Restaurants, Bars and Nightclubs
   Each such use fronting on a public street may be allowed one (1) exterior sign, not to exceed 5 percent of the storefront (ground floor) to which it is attached. Properties fronting on Twelfth Street are permitted one (1) freestanding ID sign, located along that frontage, not to exceed twenty-eight (28) feet in height and not to exceed one hundred (100) square feet in sign surface area, exclusive of support members.
4. Service Stations, Auto lubrication and/or repair
   a. fronting on Twelfth Street - One (1) freestanding sign displaying corporate logo, prices, and/or services rendered, not to exceed twenty-eight (28) feet in

height and one hundred square feet in sign surface area, exclusive of support members.

b. fronting on Boyle Plaza - One (1) freestanding combination identification/price sign not to exceed twenty-four (24) feet in height and an area of forty-eight (48) square feet and located a minimum of ten (10) feet from the property line.

c. Additional signs on canopies and service station buildings may be permitted in accordance with the type of signs proposed, its relationship with the site and upon review and approval by the Planning Board. Existing signs exceeding the height and area limits may be grandfathered upon a showing that such are reasonable and necessary given competing signs in the area for similar uses, subject to Planning Board approval.

5. Real Estate Sales
One sign may be allowed per lot not to exceed a sign area of 6 square feet and shall be attached flush to the premises to which it applies. Where the lot abuts more than one street, 1 sign may be oriented towards each street.

6. 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).

7. 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. All buildings designated to be in character with the adjacent historic district shall have signs in keeping with the historic nature of the buildings.

f. Freestanding signs, except for gasoline service stations, those indicating direction, transportation, circulation and parking are prohibited.

g. All signs are subject to site plan review.

G. Parking - see chart

All surface parking and parking structures must meet the following requirements:

1. The parking structure shall be set back a minimum of ten feet except as necessary to provide ingress and egress.
2. The setback area shall be adequately landscaped to provide buffer and visual screening.
3. The building shall be designed to eliminate headlight glare by the provision of opaque screening the full height of the opening, or with the use of spandrels rising a minimum of 42 inches from the floor line.
4. The facade of the parking levels in the parking structure shall be of a compatible material to that used on the rest of the building and throughout the development, and shall be designed to provide visual interest.

OFF-STREET PARKING REQUIREMENTS

USE	Number of Parking Spaces
RESIDENTIAL	Minimum of: 1 per unit Maximum of: 1.2 per unit
OFFICE/COMMERCIAL	Minimum of .5 per 1,000sq. ft. Maximum of: 1 per 1,000 SQ. FT. GROSS FLOOR AREA
RETAIL, RESTAURANTS, BARS, NIGHTCLUBS, HEALTH CLUBS	Minimum of: 1 per 1,000 SQ. FT. GROSS FLOOR AREA Maximum of 3 per 1,000
AUTOMOBILE SERVICE STATIONS	Maximum of: 1,000 SQ. FT. GROSS FLOOR AREA or Maximum of: 1 per employee, whichever is greater
THEATERS	Minimum of: 1 per 4 SEATS
HOTELS, MOTELS	Maximum of: 1 for 1 TO 100 ROOMS; .5 for 101 and greater
PUBLIC/SEMI-PUBLIC	Minimum of: 1 per 1,000 SQ. FT. GROSS FLOOR AREA
CYBER HOTEL	Maximum of: 1 Per 10,000 SQ. FT. GROSS FLOOR AREA
HOUSES OF WORSHIP	Minimum of: 1 per 4 SEATS,(1 SEAT = 22")
LIGHT INDUSTRIAL/WAREHOUSE	Minimum of: 1 per 5,000 SQ. FT. GROSS FLOOR AREA

*At least 1 parking space shall be included within the residential leasehold of each unit.
**Residential parking may not be subleased to the retail portion of the project and no parking shall be leased as general parking or commuter parking
***A parking validation mechanism shall be implemented to insure that all parking deck users are residents or retail shoppers within the project.

H. Landscaping

The following provisions shall apply to all developments requiring site plan approval.

1. For all projects on parcels exceeding 10,000 square feet in area, all required landscaping plans shall be prepared by a Certified Landscape Architect, licensed by the State of New Jersey, for all development, redevelopment, new construction, and additions to existing development requiring site plan approval.
2. Requirements for landscaped areas are mandatory provided, however, that the following bonus provisions shall apply:
   a. For parcels of one (1) acre or less, the percent of lot area to be reserved for non-impervious surface may be reduced by a factor of one percent (1%) of the

total lot area for each tree planted on site.

b. For parcels of more than one (1) acre, the percent of lot area to be reserved for non-impervious surface may be reduced by 400 square feet of the total lot area for each tree planted on site.

c. In exercising the provisions of a. and b. above, developers showing an inability to exercise the full extent of the bonus provisions on-site may contribute trees for off-site planting in a ratio of two off-site trees for each on-site tree not able to be planted on-site. Such off-site planting shall be coordinated with the City Planning Division and the Division of Parks and Forestry. Written agreement to this effect must be submitted to the Planning Board prior to granting of this bonus provision.

d. In no case may the bonus provisions listed above, cause the total area of impervious surface to exceed 90 % for industrial development, 85% for commercial development or 80% for residential development.

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

A. The "Redevelopment Agencies Law" N.J.S.A. 40:55C-1, et.seq., specifically, 40:55C-32 requires that a Redevelopment Plan shall:

1. Conform to the general plan for municipality as a whole; and
2. Shall be sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvement, conservation or rehabilitation as may be proposed to be carried out in the area of the project, zoning and planning changes, if any, land uses, maximum densities, building requirements, and the plan's relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, recreational and community facilities, and other public improvements.

B. In accordance with 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 Jersey Avenue Area and is sufficiently complete to indicate redevelopment improvements as proposed, planning changes, land uses, maximum densities, building requirements, and its relationship to definite local objectives respecting appropriate land uses, improved traffic, public transportation, public utilities, community facilities, and other public improvements.
3. The City of Jersey City, through the services of the Jersey City Redevelopment Agency relocation staff, will provide displaced businesses with relocation assistance necessitated by State law. This office will be staffed by qualified personnel who will actively assist displaced businesses in finding adequate accommodations. All businesses in finding displaced will be interviewed to determine their relocation requirements. The various elements of this Redevelopment Plan set forth above are in compliance with the requirements of State and local law and there are no additional requirements with respect to a Redevelopment Plan which have not been complied with.

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. DEFINITIONS

ACCESSORY BUILDING, STRUCTURE OR USE: A building, structure or use which is customarily associated with and is subordinate and incidental to the principal building, structure or use and which is located on the same lot therewith. An accessory building attached to the principal building shall comply in all respects with the requirements applicable to the principal building.
BUILDING: Any structure, part of a structure, extension thereof, or addition thereto having a roof supported by columns, posts, piers, or walls and intended for the shelter, business, housing or enclosing of persons, animals, or property.

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

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

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

DAY CARE CENTER: A facility for the care of preschool children while parents are at work. They are usually maintained for three or more children.

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

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

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

GRADE: 1. For buildings adjoining one street only: the elevation of the established curb at the center of the wall adjoining the street. 2. For buildings adjoining more than one street: the average of the elevations of the established curbs at the center of all walls adjoining the streets. 3. For buildings having no wall adjoining the street: the average level of the ground adjacent to the exterior walls of the buildings. All walls approximately parallel to and not more than 15 feet from the street line are to be considered as adjoining a street.

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

gross floor area, but floor areas used for parking, loading docks, utility, heating and cooling rooms shall be excluded. The gross floor area of any use sharing a common wall with another use shall be measured from the center of interior walls and the outside of exterior walls.

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

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

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

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

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

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

LOT LINE: Any line forming a portion of the exterior boundary of a lot and the same line as the street line for the portion of a lot abutting a street. Lot lines extend vertically in both directions from ground level.
MIXED USE: A lot or structure containing more than one (1) zoning use.

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

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

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

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

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

OUTDOOR STORAGE: The storage of goods and materials outside of any building or structure.

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

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

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

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

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

SCREENING: The decorative fencing or evergreen or other vegetation maintained for the purpose of concealing from view the area behind such structures or evergreen or other vegetation. When fencing is used for screening, it shall not be less than six (6) feet, nor more than eight (8) feet, in height.

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

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

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

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

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

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

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

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

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

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

UTILITY: Water, sewerage, telephone, gas, or electric service from a private or public utility company under the regulations of the New Jersey Public Utility Commission. On-site storage of gasoline, compressed gas, steam or use of conveyor belts, elevators, water mains, or other means of storing, servicing, or transporting goods and services on-site shall not be considered a utility. Utilities shall be considered to be semi-public uses under this plan.

WAREHOUSE: Industrial buildings used for the storage of merchandise, components or raw materials.

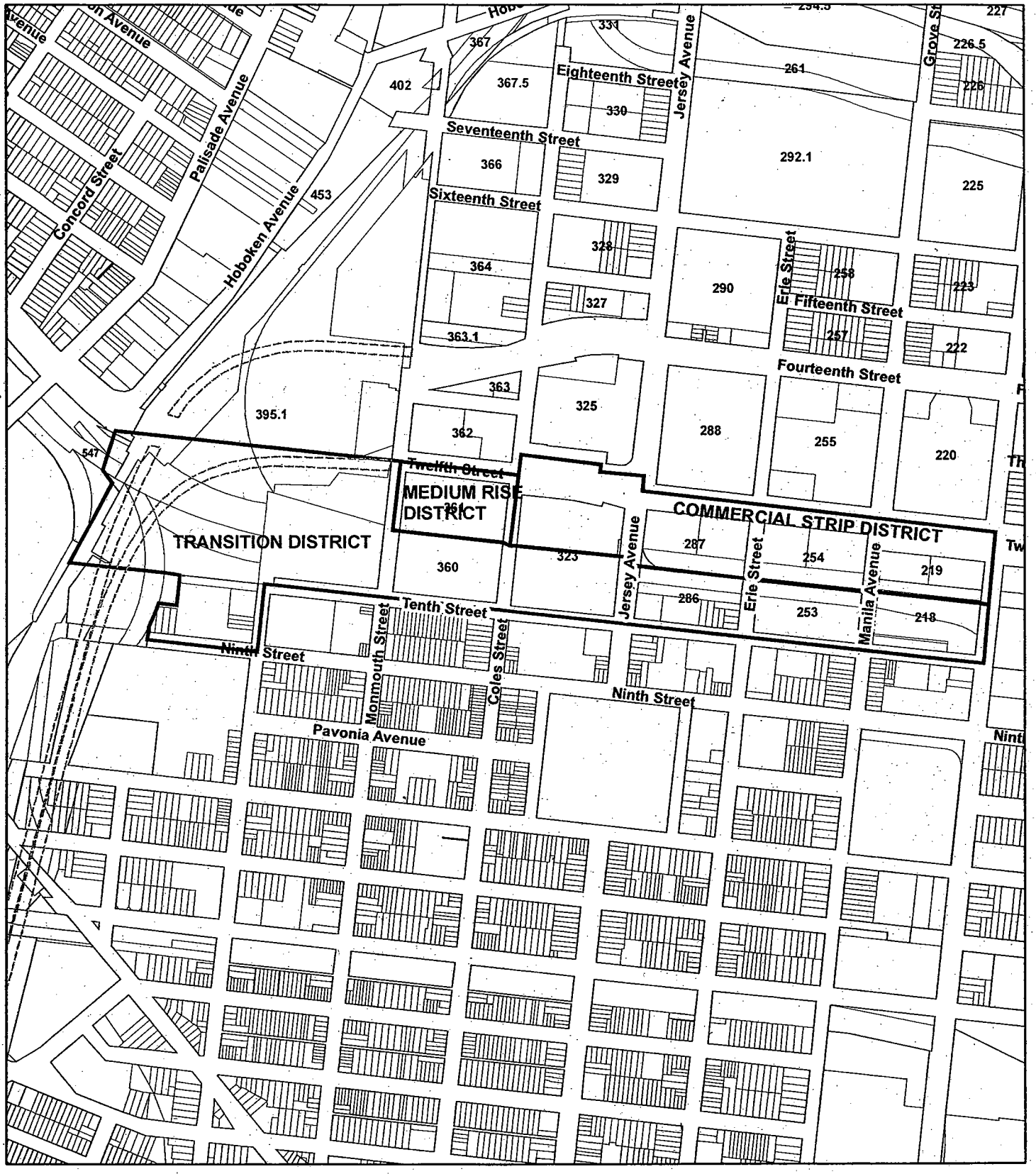
YARD, FRONT: An open space extending across the full width of the lot and lying between the street line and the closest point of any building on the lot. The depth of the front yard shall be measured horizontally and at right angles to either a straight street line or the point of tangent of curved street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

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

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

XIV. MAPS

See following pages.



Jersey Avenue Tenth Street Redevelopment Plan
Land Use District Map

March 25, 2011

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

Redevelopment Plan

N

1 inch = 500 feet

0 250 500 1,000 1,500 2,000 Feet

City Clerk File No. Ord. 11-056

Agenda No. 3.J 1st Reading

Agenda No._____2nd Reading & Final Passage

ORDINANCE
OF
JERSEY CITY, N.J.

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

CITY ORDINANCE 11-056

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING A RECREATIONAL PROGRAM PURSUANT TO N.J.S.A. 40A: 12-14 (c) AND N.J.S.A. 40A : 12-15 (j)**

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

WHEREAS, the City of Jersey City is the owner of vacant land known as Block 1963 Lot 12.A also known as 826 Ocean Avenue located in the City of Jersey City; and

WHEREAS , Saint John's Baptist Church is a non-profit organization of the State of New Jersey which sponsors an after school program; and

WHEREAS, it is the intention of Saint John's Baptist Church to use the property for recreational purposes such as, volleyball basketball, and similar forms of sports which shall be nonsectarian; and

WHEREAS, the program is designed to serve approximately 40 to 50 children in the community between the ages of three to thirteen; and

WHEREAS, the term of the lease shall be one year; and

R.R. 4-20-11

WHEREAS, the consideration for this agreement shall be One ($1.00) Dollar and other good and valuable consideration benefitting the public at large; and

WHEREAS, pursuant to **N.J.S.A.** 40A: 12-14(c) and **N.J.S.A** 40A: 12-15(j), the City of Jersey City may lease the property to Saint John's Baptist Church.

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 the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached one year lease agreement for the premises known as 826 Ocean Avenue with Saint John's Baptist Church (a copy of which is on file in the City Clerk's office).

2. The term of the lease shall be for (1) year beginning on the date of the execution of the lease by City Officials and the City reserves the right to terminate the lease at its convenience without cause by providing thirty (30) days' notice prior to the effective date of termination.

3. The consideration for this lease shall be one dollar ($1.00) and such other good and valuable consideration benefitting the public at large.

4. The Office of Real Estate shall be responsible for enforcement of all terms and conditions of the lease attached hereto.

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING A RECREATIONAL PROGRAM PURSUANT TO N.J.S.A.; 40A : 12-14 © AND N.J.S.A.; 12-15 (j)

5. This lease is authorized under the provisions of **N.J.S.A.** 40A: 12-14(c) and **N.J.S.A.** 40A: 12-15(j) which permit a non-profit corporation to use city-owned vacant land for recreational purposes. The property shall not be used for a sectarian, denominational or religious purpose. If the corporate charter of Saint John's Baptist Church is revoked during the term of this lease, or if Saint John's Baptist Church stops providing a recreational program, the City shall have the right to terminate the lease by providing fifteen (15) days written notice prior to the effective date of termination.

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 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.

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

APPROVED: Ann Marie Miller, Real Estate Manager

APPROVED: Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

ST. JOHN'S BAPTIST CHURCH
525 Bramhall Avenue
Jersey City, New Jersey 07304

Reverend Nolan M. Doby, Pastor
Church: 201-433-7780 Res. 732-249-0706
Fax: 201-433-6004

Website: www.stjohnsbc-jcnj.com
E-mail
sjbc1929@hotmail.com / stjohnsbaptistchurch.net

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cathaline McKay
Deaconess President

Priscilla Gaillard
Church Clerk

March 22, 2011

CITY HALL-Real Estate Department
280 Grove Street
Jersey City, New Jersey 07302

To Whom It May Concern:

The St. John's Baptist Church of 525 Bramhall Avenue, Jersey City, New Jersey 07304 is writing this letter concerning the usage of the lot at 826 Ocean Avenue, Jersey City, New Jersey 07304.

The sole purpose we would like to use the lot for would be a recreation facility for our youth such as: a Basketball Court, Volleyball Court, Racket Ball and other youth activities.

Yours In Jesus The Christ

Pastor Nolan M. Doby

LEASE AGREEMENT

This **LEASE**, dated the day of , 2011 Between

THE CITY OF JERSEY CITY (CITY)
(Landlord/ Lessor) ; and

Saint John's Baptist Church (Tenant/ Lessee) , a non-profit Corporation of the State of New Jersey, with offices at 525 Bramhall Avenue, Jersey City, New Jersey.

Landlord leases to the Tenant, for the term and rent specified the premises described, situated at 826 Ocean Avenue in the City of Jersey City, County of Hudson and State of New Jersey a/k/a/ Block 1963, Lot 12.A on the City tax map.

As used in the Lease, the term Landlord includes the Landlord and any agents of the landlord.

The term shall be for one (1) year beginning on the date of execution of this lease by the appropriate City officials and terminating one (1) year thereafter.

The annual rent shall be one dollar ($1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various services to children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

First- Prior to the execution of the Lease Agreement, Tenant shall submit a report to the Real Estate Manager setting out the use to which the leasehold will be put during the lease term. The report shall include the activities that the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted, the approximate value or cost, if any , of such activities in furtherance of such purpose, and proof of the tax exempt status of the non-profit corporation pursuant to both state and federal laws. If Tenant fails to submit this report or if Tenant stops providing the services for which it was incorporated or if Tenant's corporate charter is terminated or revoked, Landlord shall have the right to terminate the lease upon giving 15 day's written notice to Tenant prior to the effective date of termination.

Additionally, Landlord shall have the right at its convenience to terminate the lease without cause by providing 30 days' written notice to the tenant prior to the effective date of termination.

Second.- The tenant shall use the demised premises for educational and recreational purpose, such as, volleyball, basketball and similar forms of sports and not use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon. The demised premises shall not be used for a sectarian, denominational or religious purpose.

Third- The tenant shall not sub-let the demised premises nor any portion thereof, nor assign this lease without the prior written consent of the Landlord endorsed hereon.

Fourth- The Tenant has examined the premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representation made by the Landlord or its agents as to the present or future condition of the premises. The Tenant shall keep the premises in good condition, and shall redecorate, paint and renovate the premises as may be necessary to keep them in repair and appearance. The Tenant shall surrender the premises and the end of the term in as good condition as reasonable use will permit. The Tenant shall not make any alterations, additions, or improvements to premises without the prior written consent of the Landlord . All additions and improvement, whether temporary permanent, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon the premises at the termination of this Lease, without compensation to the Tenant, excepting if the Landlord does not desire to accept any improvements made by the Tenant on the premises excepting if any surface pavement installed by the Tenant, them the Tenant shall, at its own cost and expense, restore leased premises to the conditions existing immediately prior to the commencement of the Lessees use of the premises keep the premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectional matter. Tenant shall at its sole cost and expense, maintain and keep in good repair and safe order and condition, the entire premises ; including sidewalks, tenant shall during the term of the lease keep the premises and the sidewalks in front, free of ice, snow and debris.

Fifth- If a mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty day's notice to the Tenant, may terminate this lease and pay the lien, without inquiring as to its validity ; and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the lien.

Sixth- Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows : water by the Tenant ; gas by the Tenant ; electricity by the Tenant ; heat by the Tenant ; refrigeration by the Tenant, and hot water by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Seventh- The Landlord may enter the premises at reasonable hours of the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations) , or to exhibit the same to prospective purchasers and place a suitable " For Sale " sign. For three months before the expiration of the term, the Landlord may exhibit the premises to prospective tenants, and may place the usual " To Let " signs thereon.

Eight- In the event of the destruction of the demised premises or the building containing the premises during the term or previous thereto, or such partial destruction as to render the

premises unfit for occupancy, or should the demised premises be so badly that the same cannot be repaired within ninety days of such damage, the term shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction ; and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. The Landlord may re-enter and re- possess the premises discharged from this lease and may remove all parties. Should the demised premises be rendered untenantable and unfit for occupancy, but yet be repairable within ninety days from damage, the Landlord may enter and repair the same with reasonable speed, the rent shall not accrue after damage or during repairs, but shall commence immediately after shall be completed. But if the premises shall be so slightly damaged as not be rendered untenantable and unfit for occupancy, the Landlord shall repair them with reasonable promptness in the case the rent accrued and accruing shall not cease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Ninth- The Tenant shall comply with all laws, ordinances , regulations of the Federal, State, County and Municipal authorities applicable to the business conducted by the Tenant in the demised premises. The Tenant shall not do or permit anything to be done in the premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvement or contents thereof as additional rent.

Tenth- No, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any , as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

Twelfth- If Tenant violates any covenant or conditions of this lease, or of the rules established by the Landlord , and upon failure to discontinue such violation within ten days after notice to the Tenant, this lease shall, at the option of the Landlord, become void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the premises after the breach or violation.

Thirteenth- All notices and demands, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail or delivered to the Tenant at 525 Bramhall Avenue, Jersey City, New Jersey 07304. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the City of Jersey City Office of Real Estate located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302. All notices should be addressed to the attention of the Jersey City Real Estate Manager.

Fifteenth- If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Sixteenth- No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Seventeenth- The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have be law.

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. However, in the event of the death of the Tenant, if an individual, the Landlord may , at its option, terminate this lease be notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

Twentieth- Lessee shall indemnify and hold the Landlord and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises. Lessee shall defend any suit against the Landlord, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false or fraudulent.

Twenty-First- The Lessee shall provide insurance coverage to the Landlord indemnifying the Landlord from any liability in connection with the Lessee's use of the premises. The Landlord shall be named as an insured and the amount of the insurance shall be determined by the City of Jersey City Risk Manager.

Twenty-Second- The Landlord may cancel this lease during the term of this lease if Lessee is in default of any covenants or conditions hereunder.

Twenty-Third- Routine maintenance of the building and premises shall be the responsibility of Tenant. This includes but is not limited to floors and windows. Tenant shall be its sole cost and expense, maintain and keep in good repair and safe order and condition ; the entire demised premises ; including sidewalks. Tenant shall during the term of the lease keep the premises and the sidewalks in front free of ice, snow and debris.

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

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers, there unto duly authorized, all as the day and year first above mentioned.

ATTEST:

_____

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

_____

JOHN KELLY
Business Administrator

WITNESS:

_____

Saint John's Baptist Church

BY: _____
Pastor Nolan M. Doby

City Clerk File No. Ord. 11-057

Agenda No. 3.K 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-057

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO STANDARDS FOR SENIOR HOUSING DEVELOPMENT

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

WHEREAS, Article V of Chapter 345, the Jersey City Land Development Ordinance, includes Senior Housing as one of the permitted uses in the R-1 One and Two Family Housing, R-2 Multi-family Attached, R-3 Multi-Family Mid-Rise and R-4 Multi-Family High-Rise residential zones; and

WHEREAS, the bulk standards for Senior Housing in all residential zones have restricted the density for such housing development to 60 dwelling units per acre since adoption of the Land Development Ordinance (LDO) in April 2001; and

WHEREAS, the height standard for Senior Housing is currently the same for all residential zones and is inconsistent with the height standard for regular high-rise residential development in the R-4 Multi-Family High Rise zone; and

WHEREAS, said density and height limitations have required application to, and approval by, the Zoning Board of Adjustment for variances for at least three Senior Housing developments before they could be constructed; and

WHEREAS, the permitted height for senior housing in a high-rise zone should be at least equal to the permitted height of other residential development in that zone; and

WHEREAS, Senior Housing development will typically not generate more than a single bedroom per unit and will usually produce a greater number of dwelling units per acre than regular market rate housing designed for families; and

WHEREAS, Senior Housing is an inherently beneficial use, and based on the above outlined conditions, a density limitation is inapplicable and inappropriate for such use and only serves to hinder its much needed development; and

WHEREAS, the Master Plan Reexamination Report of February 11, 2011 has called attention to the need to reexamine the standards for senior housing and similar uses across all residential zones; and

WHEREAS, the Planning Board will review the newly proposed updated amendments and consider its recommendation to the Municipal Council at its meeting of April 26, 2011; and

WHEREAS, the amendments to the Land Development Ordinance are incorporated herein 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 follows:

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

§345-40 R-1 One and Two Family Housing District

K. Bulk and Parking Standards for Senior Housing:
1. Minimum Lot Size: 10,000 square feet
~~2. Maximum Density: 60 units per acre~~
3. Minimum Lot Width: 100 feet
4. Minimum Lot Depth: 100 feet
5. Minimum Front Yard: 10 feet

6. Maximum Front Yard: 15 feet
7. Minimum Rear Yard: 40 feet
8. Minimum Side Yard: 15 feet
9. Maximum Building Height: 7 stories and ~~70~~ ***75*** feet
10. Maximum Building Coverage: 65%
11. Maximum Lot Coverage: 75%
12. ***Minimum*** Parking: 0.2 spaces per bedroom

§345-43 R-4- Multi-family High-Rise Rise District

J. Bulk and Parking Standards for Assisted Living Residences, Nursing Homes and Senior Housing: See R-1 Bulk and Parking Standards ***except for height; height shall be in accordance with the height standard for high-rise apartments***

BE IT FURTHER ORDAINED THAT:

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

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: Carl Czaplicki

APPROVED: Business Administrator

Certification Required ☐
Not Required ☐

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO STANDARDS FOR SENIOR HOUSING

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to eliminate the density standard for senior housing development in all residential zones adjust the height standard for senior housing development and similar uses in the R-4 Multi-Family High-Rise zone.

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

   ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE PERTAINING TO STANDARDS FOR SENIOR HOUSING

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

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

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

   This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to eliminate the density standard for senior housing development in all residential zones and adjust the height standard for senior housing development in the R-4 Multi-Family High-Rise zone.

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

   Until now, every application for new senior housing development within a regular zoning district has required a Density Variance from the Zoning Board of Adjustment. In addition, the height standard for senior housing and similar uses in the R-4 Multi-Family High Rise zone is inconsistent with the height standard for regular high-rise residential development. The amendments will permit development of additional senior housing without the need for a density variance in any zone, or a height variance in the R-4 zone, will provide greater flexibility with respect to the height of ground floor lobby and common areas, and facilitate review and approval by the Planning Board.

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

   Facilitation of needed senior housing development

6. **Cost of Proposed Plan, etc.:**
   None

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

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

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

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

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter
Division Director

4/20/14
Date

Carl Czaplicki
Department Director Signature

4/20/14
Date

City Clerk File No. Ord. 11-058

Agenda No. 3.L 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 11-058

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE 8 ERIE STREET REDEVELOPMENT PLAN**

WHEREAS, the Municipal Council of the City of Jersey City, by Resolution 11-165, adopted March 23 2011, authorized the Jersey City Planning Board to conduct a preliminary investigation and hold a Public Hearing to determine if the area known as the 8 Erie Street Study Area met the criteria necessary to be declared a Redevelopment Area; and

WHEREAS, the Municipal Council, upon the recommendation of the Jersey City Planning Board has designated the 8 Erie Street Study Area as an "an area in need of redevelopment" ; and

WHEREAS, pursuant to *NJSA 40A:12A-4.a.(3).* the governing body is empowered to adopt a redevelopment plan to regulate development within an area declared in need of redevelopment; and

WHEREAS, the Planning Board of Jersey City, at a public hearing on April 26, 2011, did consider the 8 Erie Street Redevelopment Plan and has recommended it be adopted to guide the future redevelopment of the area, and

WHEREAS, the proposed 8 Erie Street Redevelopment Plan, attached hereto and made a part hereof is available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the above referenced 8 Erie Street 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, AICP
Director, Division of City Planning

APPROVED AS TO LEGAL FORM

_____
Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Date Submitted to B.A._____

ORDINANCE FACT SHEET

1. **Full Title of Ordinance:**

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE 8 ERIE STREET REDEVELOPMENT PLAN

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

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

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

It adopts a redevelopment plan for the 8 Erie Street Study Area.

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

A viable re-use of the Police Headquarters and the adjacent parking lot.

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

Encourage private investment in the Redevelopment Area, restore the property to the City tax rolls and ensure the responsible development of in-fill housing consistent with the Harsimus Cove Historic District standards.

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

$0.00 all work performed in house

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

Upon approval

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

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

Robert D. Cotter, Director, City Planning	547-5050
Maryann Bucci-Carter, City Planning	547-4499

10. **Additional Comments:** None

I Certify that all the Facts Presented Herein are Accurate.

_____ _____
Division Director **Date**

_____ _____
Department Director Signature **Date**

8 Erie Street

Redevelopment Plan

DIVISION OF CITY PLANNING
Proposed April 2011
Version 6

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I. INTRODUCTION

The 8 Erie Street Redevelopment Area (hereinafter the Redevelopment Area or the Area) has been determined to be "an area in need of redevelopment", pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) by Municipal Council Resolution adopted April 26, 2011.

The Study Area is located in downtown Jersey City, one block north of Newark Avenue and less than two blocks west of the Grove Street Path Station. The property is currently occupied by the Jersey City Police Department Headquarters and consists of an existing building at the corner of Erie and Bay Streets and a surface parking lot which has 25 feet of frontage on Bay Street and 125 feet of frontage on First Street. The parking lot is currently used by the Jersey City Police Department. The Study Area is located within a largely residential area and is located nearby Newark Avenue's commercial corridor.

The building at 8 Erie Street, formerly the *NY &NJ Telephone Company Building* and most of the adjacent parking lot are located within the Harsimus Cove Historic District which consists mostly of mid and late nineteenth century townhouses and tenements with occasional corner storefronts and other mixed uses. The lots along First Street are bookended by a monumental Italianate tenement row to the east and two originally mixed use Italianate buildings to the west. The lot on Bay Street is situated between two nineteenth century buildings, one a two and a half story gabled Greek Revival frame building to the east and the other a three and one half story masonry Greek Revival townhouse to the west. For much of Jersey City's history, the area that is now the 8 Erie Street Redevelopment Area was the residential edge of the Harsimus Cove neighborhood as it transitioned into commercial sites along Newark Avenue. This edge condition is now characterized by the governmental offices at 8 Erie street and the adjacent surface parking. Although the former Telephone Company building maintains its historic integrity in terms of location, design, setting, materials, workmanship, feeling, and association, the police office and parking uses are not in keeping with those uses permitted in the zone plan for the Area nor are they recommended in the Master Plan.

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

II. BOUNDARIES

The 8 Erie Street Study Area consists of seven (7) tax lots found on one Tax Block in Downtown Jersey City.

Block	Lot
242	14, 20A, 24, 25, 26, 27, 28

The boundary of the Study Area is also depicted on Map 1, "Study Area Boundary Map." In the event of a discrepancy between lots listed in the chart and the Map, the Map takes precedence.

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

A. The planning and development of the Redevelopment Area as a primarily residential mixed-use area with ground floor commercial uses where appropriate along Erie Street.

B. To provide opportunities for the rehabilitation and adaptive re-use of the Police Headquarters Building, formerly the *NY & NJ Telephone Company Building*, for residential use with some ground floor retail and to permit new residential construction on the parking lot in a manner consistent with the surrounding Historic District.

C. The improvement of the pedestrian environment and traffic circulation for the contemplated new development by curb cuts, and the provision of new sidewalks, street trees and other pedestrian amenities within the existing street rights-of-way.

D. Remove the substandard parking lot and other blighting influences associated with the area and appropriately rehabilitate the architecturally and historically significant former *NY &NJ Telephone Company Building* currently used as police headquarters.

E. To identify and preserve significant historic buildings in the Redevelopment Plan Area.

F. To ensure that historically appropriate and sensitive development, consistent with JCLDO 345.71 Historic Design Standards and the *Secretary of the Interior's Standards for The Treatment of Historic Properties* is required in the *Harsimus Cove Historic District.*

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 structures, determined to be impediments to sound and comprehensive redevelopment.

B. The consolidation and of land within the Redevelopment Area into suitable parcels for development for the new residential 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 compatible with the land use patterns in the surrounding area.

E. Preservation and rehabilitation of existing historic resources, including but not limited to buildings, structures, objects, etc. in accordance with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

V. GENERAL ADMINISTRATIVE REQUIREMENTS

The following provisions shall apply to all property located within the 8 Erie Street Redevelopment Area.

A. Prior to the commencement of any new construction, reconstruction, or rehabilitation: a site plan for such shall be submitted by the developer or property owner to the Planning Board for review and site plan approval. Also prior to the Planning Board hearing, an application shall be made to the Jersey City Historic Preservation Commission (JC HPC), for recommendation to the Planning Board, in accordance MLUL 40:55D- et al.

B. No temporary or permanent Building Permit shall be issued for any work associated with any of the above actions, without prior site plan review and approval of such work by the Planning Board. Nothing in this section is intended to require site plan review and approval for minor modifications to the interior floor plan, such as the relocation or modification of non-bearing partition walls, which are commonly done to accommodate new tenancies or during lease renewals.

C. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.

D. Site plan review shall be conducted by the Planning Board pursuant to NJSA 40:55D-l et seq. Submission of a site plan and site plan application shall conform to the requirements of the Jersey City Zoning Ordinance and this Plan. Applications may be submitted for an entire project or in phases.

E. The Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of

the City of Jersey City, and be in a form approved by the Corporation Counsel or the Planning Board attorney. The amount of any such performance guarantees shall be determined by the City Engineer in conformance with applicable law, and shall be sufficient to assure completion of site improvements within one (1) year of final site plan approval, or such other time period as determined by the Planning Board if particular circumstances dictate a longer time frame.

F. 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 Development Ordinance.

G. 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.

H. 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.

I. 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.

J. 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.

K. This Plan shall supersede all provisions of the Jersey City Land Development Ordinance (hereinafter referred to as the "LDO") on matters that are specifically addressed herein. The provisions of the LDO that pertain to the Harsimus Cove Historic District (hereinafter referred to as the "HCHD") shall remain in full force and effect, except that this Plan shall supersede the zoning provisions of the HCHD that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the LDO for clarification. No variance/deviation from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Historic Preservation Commission shall retain all authority granted pursuant to the LDO to make recommendations to the Planning Board regarding the appropriateness or effect of proposed development applications within the HCHD. Notice of the decision of the Historic Preservation Commission shall be provided pursuant to the JC LDO. The Planning Board alone shall have the authority to grant development decisions and /or deviations from the requirements of this Plan, upon recommendation from the JCHPC as provided herein. Upon final adoption of this Plan by the Jersey City Council ("City Council"), the City's Zoning Map shall be amended to show the boundary of the 8 Erie Street Redevelopment Area.

L. The Planning Board may not consider any deviation within the Harsimus Cove Historic District prior to a recommendation noting determination of effect and appropriateness by the Historic Preservation Commission. Notice of the decision of the Historic Preservation Commission shall be provided pursuant to the JC LDO.

M. No building shall be constructed over an easement in the Redevelopment Area without site plan review and approval of the Jersey City Planning Board and prior written approval of the Division of Engineering.

N. 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 Billboards shall be permitted on any property contained within the Redevelopment Area.

D. No signage shall be permitted within the Redevelopment Area that includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials, which sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.

E. No advertising shall be permitted in or on windows, on parking meters, light poles, or on benches or other street furniture.

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. No junked motor vehicles,or parts thereof shall be permitted to be stored on any lot within the Area. Outdoor parking of vehicles that are inoperable or unregistered shall be prohibited. Commercial or private surface parking on any property within the plan area shall be prohibited.

VII. URBAN DESIGN REQUIREMENTS

A. Building Design Requirements

1. All rehabilitation and new construction within the Harsimus Cove Historic District shall be designed to ensure conformance with the Secretary of Interior's Standards for the Treatment of Historic Properties and JCLDO 345.71

2. All structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings, both existing and in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk. Buildings shall be designed to be attractive from all vantage points, with each building face (front, side and rear) being of equal importance. Buildings with multiple street frontages must be designed so that each façade has windows, cornices, bays, or other architectural elements and avoid blank walls visible from any public right-of-way.

3. Buildings shall be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment, particularly where building lots front on multiple street.

4. In new construction, individual residential stoops shall be provided for all residential units fronting on a street and closest to ground level. Stoop width shall be at least 5.5 feet

5. On Erie Street frontages where commercial uses shall be provided, at least seventy (70) percent of the frontage shall be dedicated to commercial uses and/or pedestrian access areas such as retail sales of 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. Canopies may be provided at main entrances and must be constructed of materials similar to or compatible with the overall building design.

6. The base of all buildings shall meet the pedestrian level in a human scale and manner. The height of the base must relate to other buildings as well as existing historic architecture and design developed within this Area and must be proportional with the building's overall height.

7. Tops of buildings shall be designed to create architectural interest through the use of a cornice element.

8. Balconies and terraces may extend from the building when facing into rear yards. However, all balconies facing onto streets shall extend from the façade by no more than 12 inches and may be semi-recessed into the building. Primary façade balconies are prohibited within the Harsimus Cove Historic District.

9. EIFS (Exterior Insulating Finishing Systems), artificial stone and artificial brick veneer ("Permastone" & "Brickface") materials vinyl siding, aluminum siding, are prohibited.

10. All mechanical equipment, generators, HVAC equipment and similar equipment shall be located internally to the principal building. They 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 mechanical equipment that must be on the exterior for ventilation shall attached to the principal building and 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.

12. Ventilation equipment required for commercial uses shall be vented through the roof of the building and within the building. All such equipment ventilated through the roof shall be screened. The necessary incorporation of ventilation grillwork within the storefront façade system shall be limited to no more than 15% of the possible glazing area. Such grillwork shall be architecturally incorporated within the storefront design so as to compliment and add to the overall aesthetic affect of the commercial façade. Exposed ventilation pipes and risers are prohibited.

13. Sidewalk areas must be provided along the street rights of way and shall be properly sized for the safe and convenient movement of pedestrians through and around the Redevelopment Area and maintain consistency and compatibility with neighboring sidewalks.

14. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting. Sidewalk concrete must be tinted an appropriate color, Scofield Charcoal or the equivalent. White concrete is not permitted.

15. 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 in not resistant to the urban environment or that dies shall be replaced by the developer or property owner.

16. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 35 feet on center. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment. Tree species shall be selected which will achieve a mature height of 50 feet or above and a

medium spread. Fast growing trees tend to be weak wooded and inappropriate for street planting. Therefore trees shall be selected that have a medium growth rate. The crown shape of the tree should be selected to compliment the architecture and setting of the buildings. Evergreen trees and fruit trees may not be used as street trees.

B. Off-street Parking Design Requirements

1. All off-street parking shall be located within the building. Parking structures shall be incorporated into and be a part of the principal building. There shall be no separate parking structures

2. All parking provided within the Redevelopment Area shall be for the sole use of the residents or tenants of the Redevelopment Area. Parking may not be leased to commuters or other non-residents or non-tenants of the Redevelopment Area.

3. Off-street surface parking is prohibited.

VIII. SPECIFIC LAND USE REGULATIONS

The Redevelopment Area is a divided into two (2) land-use districts, regulated as follows:

A. Residential Re-Use District

The purpose of this district is to provide for historic rehabilitation and re-use of the existing building located at 8 Erie Street.

1. Permitted Uses

   a. Restaurants, Retail sales of goods and services, offices and Art Galleries required on the first floor fronting Erie Street.
   b. Residential multi-family, but not permitted on the Erie Street frontage of the ground floor
   c. Roof-top open space and garden
   d. Signage as permitted within the Harsimus Cove Historic District

2. Prohibited Uses

   a. Parking
   b. Ground Floor Financial services and banks
   c. Medical offices and clinics

3. Bulk and Density Standards

a. The adaptive re-use of this building shall occur within the existing bulk of the building, no new additions except for an elevator head over flow, above the roof, shall be permitted.
b. Maximum building height: Existing
c. Maximum building coverage: Existing
d. Maximum lot coverage: Existing
e. Maximum residential density: 110 DU/AC
f. Parking requirement: Prohibited

4. Design Standards:

a. All exterior rehabilitation shall restore the building in a manner that is consistent with *Secretary of the Interior's Standards and Guidelines for Rehabilitation* and the Historic Design Standards in the Jersey City Land Development Ordinance Chapter 345-71.
b. All security gates must be inside any glass windows.
c. All through-lots must front on both streets with entryways on both sides of the building. Commercial uses are required to have its primary front on Erie Street
d. Roof top deck for occupants' recreation is required. Decks must be set back from the Erie Street and Bay Street façade a minimum of 5 feet so as to be safe and not visible from public rights-of-way.
e. Blocked up windows at the rear facades shall be re-opened and new windows added provided they are consistent with the above referenced guidelines. A window easement of 3 feet and 1 inch shall be incorporated into the deed of the adjoining City parking lot to accommodate these changes.
f. The interior courtyard shall be irrigated and landscaped and the fire escape balconies repaired and restored for individual tenant use.

B. New Residential Construction District

The purpose of this district is to provide for appropriate new infill construction and to redevelop the area as townhouses, and multi-family residential construction consistent with the historic pattern of construction in the area especially on Bay and First Streets respectively, and the proximate historic resources within the district. Given the permitted bulk and lot size in this zone, any building designed for and constructed in this area with five or more units must be particularly sensitive to the historic character of the neighborhood.

1. Principal Permitted Uses:

a. One, Two, Three or 4 family townhouses.

b. Multi-family residential with 5 or more units.

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

   a. Fences and walls and stoops.
   b. Home occupations.
   c. Decks, patios.
   d. Swimming pools.
   e. Signage as permitted within the Harsimus Cove Historic District

3. Bulk and Density Standards for residential buildings with up to 4 units:

   a. Required lot size: 2500 square feet.
   b. Required lot width: 25 feet.
   c. Required lot depth: 100 feet.
   d. Required front yard setback: Must match prevailing setback of historic buildings on this block.
   e. Minimum rear yard setback: 30 feet.
   f. Required side yard setback: zero.
   g. Maximum building height: 4 stories
   h. Maximum building coverage: 70%
   i. Maximum lot coverage: 80%
   j. Maximum residential density: 75 units per acre
   k. Maximum Parking: 1.0 per unit

4. Bulk and Density Standards for residential buildings with 5 or more units:

   a. Required front yard setback: must match prevailing setback of historic buildings on this block to the East.
   b. Minimum rear yard setback: 30 feet for primary use, 15ft for underground parking that pierces the ground level by no more than 4 feet, as measure at the property line with adjacent properties.
   c. Required side yard setback: zero feet.
   d. Maximum building height: 4.5 stories and 55 feet.
   e. Minimum building height: 4 stories and 45 feet.
   f. Maximum lot coverage: 90%.
   g. Maximum permitted parking: 1.0 spaces per unit.
   h. Minimum bicycle parking: 1 space per unit.
   i. Maximum residential density: 100 dwelling units per acre
   j. Window easement required for 8 Erie Street building of 3feet and 1inch so windows along the common property line can be added and maintained in the existing building.

5. Design Standards for all new Construction

a. All architectural design must be in accordance with the Historic Design Standards in the Jersey City Land Development Ordinance Chapter 345-71. However, the overall design of buildings in this area shall be consistent with historic design idioms, principals and proportions as demonstrated by residential historic resources in the approximate area within the Harsimus Cove Historic District. The use of modern design elements within this area is discouraged but may be permitted if found to be consistent with the Secretary of the Interior's standards.

b. Front façade design shall be consistent with the design and architecture of proximate historic resources within the Harsimus Cove Historic District with an emphasis on compatibility with late nineteenth century architectural proportions and architectural detail.

c. All buildings must be designed with a flat roof and cornice line to match those found on this block.

d. Front façade must be primarily brick of a historically appropriate color and size to be consistent with other town homes on this block, to be consistent with those used in paradigmatic nineteenth century resources in the district, and be consistent with the particular stylistic paradigm of the proposed architecture. The remainder of the front facade must be constructed of stone, cast stone, decorative metal, tile, terra cotta or other similar and appropriate materials. The use of polyurethane, vinyl, and asphalt shingles, vinyl or aluminum siding, or various forms of cementicious concrete stucco at facades visible from the street is prohibited.

e. Front façade must be primarily brick of a historically appropriate color and size with mortar color and tooling to match other town homes on this block.

f. Building facade shall be broken down in scale by dividing the façade into smaller sections to resemble a series of smaller buildings typical of resources in the historic district with an emphasis on vertical proportions.

g. Window, door, entrance, entablature, lintel, and sill sizes, proportions, and materials must be consistent with those found on this block and in compatible historic resources of note within the district. Windows shall be double or single hung, simulated double or single hung, although casement windows may be permitted where appropriate to the style of the building as an accent, and be

consistent with the vertical proportion of windows typical of the resources in the Historic District and common in late 19th century vernacular architecture and set in 4" (one brick width) from the face of the brick facade. Snap in and internal muntins and external window screens are not permitted.

h. A single decorative carriage house style garage door is permitted on Bay Strret as part of a larger multi family residential use on First Street. The garage door must be partly glazed at the top, and made of wood.

i. A stoop of similar size and proportion and front areaway as those found on Bay Street must be incorporated into the design of the building façade facing Bay Street.

j. Appropriate, decorative, mounted light fixtures are required.

k. A minimum of three entry stoops are required on the First Street facade with stone or metal railings consistent with other railings in the Historic District. Cast or wrought iron shall be used for railings, fences and gates along the street frontage. The use of mild and tubular steel for fencing and rails is prohibited.

l. Front landscaping and stoops may project into the right-of-way to align with stoops and other landscaping found on this block and be curbed a minimum of four inches high and four inches wide in an appropriate material such as tinted concrete or cast stone.

m. A building base shall be clearly defined at the first floor level, using an appropriate design methodology such as an alternating brick pattern, shape, style, coursing and/or color and/or a variety of materials such as stone, cast stone and decorative window heads and sills.

n. Floors 2, 3, and 4 may have an appropriate rich texture of brick using different patterns, shapes, colors mortar joints and coursing with decorative window heads and sills. The use of stone, cast stone and tile as design elements is permitted.

o. The rooflines shall be clearly defined through the use of decorative cornice lines, detailed brick work, and cornices of metal, fiberglass or another appropriate and durable substitute.

p. All doors and framing elements must be wood, have a glazing component, and may not be solid. The use of double doors, sidelights, transoms, pilasters, panels, styles and rails and/ or

entablatures, etc. in order to emphasize the importance of residential entryways is required.

q. The building must include an elevator.

r. Elevator penthouse may exceed the height requirement, but must have an appropriate facing material consistent with the character of the building and the utilitarian nature of the bulkhead. The use of stucco or vinyl or aluminum siding is not permitted.

s. All parking shall be at least 50 percent below grade and ventilated.

t. All secondary entryways, including fire exits and service entrances at the street frontages must be designed to be compatible with the surrounding architecture.

u. All windows opening into a garage must be glazed and include the same treatments as applied to residential windows, such as lintels, sills, simulated divided lights, muntins, mullions etc. However the use of decorative, textured, stained, tinted, etched glass etc may be permitted at the garage windows where harmoniously integrated in the façade.

v. The exterior upper level of any rear yard underground parking must be heavily landscaped with burmed and tiered landscaped structures surrounding it, ringed with a partially opaque, architectural fence, primarily utilizing material of the principal building and incorporating elements of the principal building's design.

w. Vehicular access must utilize the Bay street lot to access the parking area, however, the garage door shall be a silent & fast opening type. It shall be setback from Bay Street, at the same setback of the townhouse building on the west side of the Bay Street lot. There shall be a second door flush with the underground parking wall at the rear interior entrance to the underground parking. The surface treatment for vehicular travel to deliver the car to the garage entrance shall be of a decorative natural material, and shall be compatible with the adjacent sidewalk and lit in a residential style and foot-candle level. Any change in elevation adjacent to the driveway which would require fencing shall not be a fence, but instead a decorative wall, primarily utilizing material of the principal building and incorporating elements of the principal building's design.

x. Changes in elevation involving building placement and driveway slope may not be appropriate given the paradigm of the historic streetscape and would be subject to review and approval.

y. The garage entrance shall incorporate a decorative pedestrian walkway and pedestrian door with appropriate decorative ornamentation and design.

IX. ACQUISITION PLAN

All property within this Redevelopment Plan is listed as "to Be Acquired." Refer to the boundary Map for a Mapped depiction of all properties.

X. RELOCATION PLAN

There is no relocation.

XI. OTHER PROVISIONS TO MEET STATE AND LOCAL REQUIREMENTS

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

A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.

B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.

C. The Plan has given proposed land uses and building requirements for the Redevelopment Area.

D. The Acquisition Map and Acquisition Plan (Section IX), which are a part of this Plan, indicate all property to be acquired as a result of this Plan.

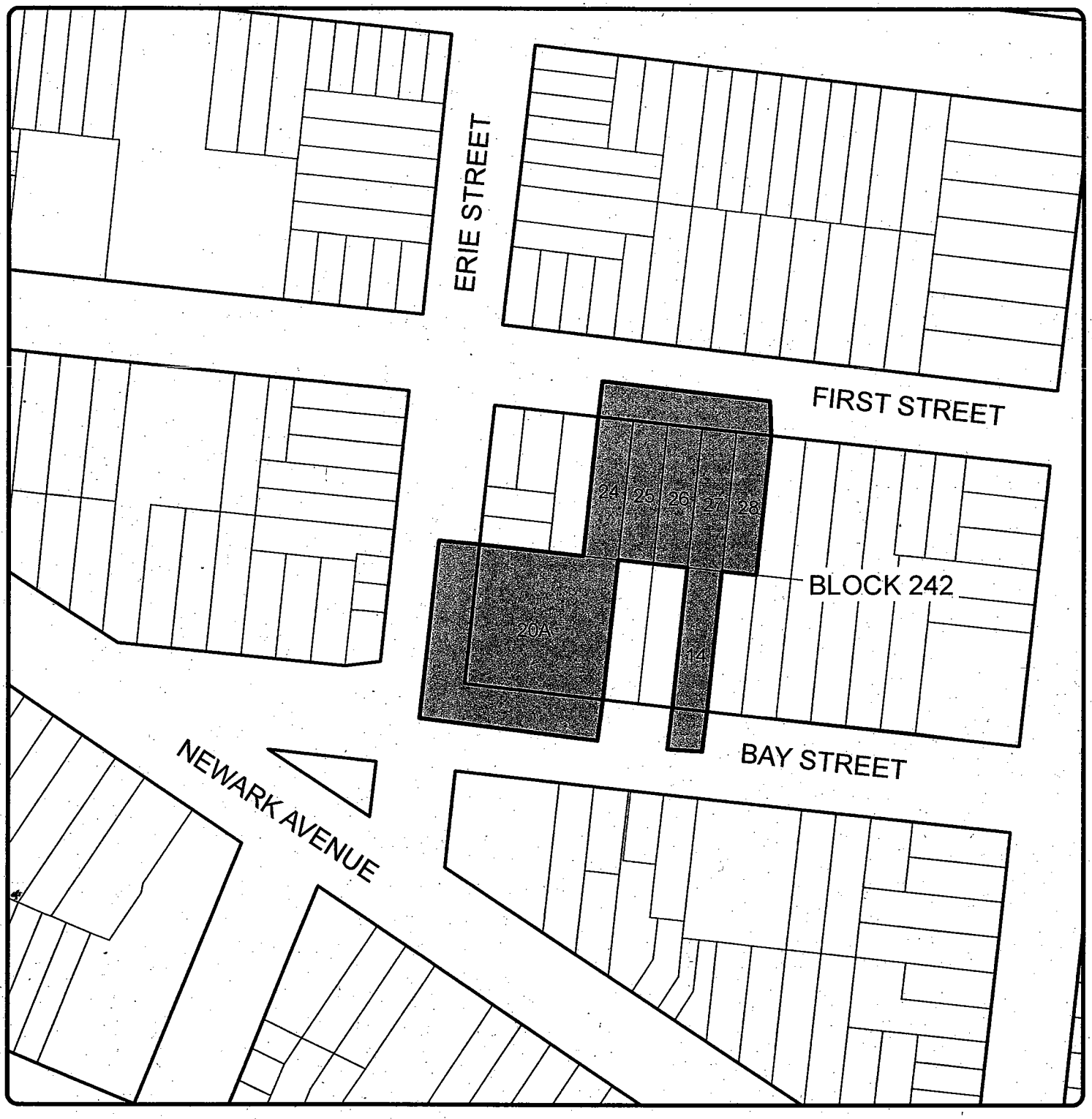
E. The Plan is in general compliance with the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan or the Zone Plan.

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.

XII. 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 one thousand dollars ($1,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided for under NJSA 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.



8 ERIE STUDY AREA
BOUNDARY MAP

MARCH 10, 2011

N

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

1 inch = 100 feet

0 40 80 160 240 320 Feet

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE 8 ERIE STREET REDEVELOPMENT PLAN

This ordinance adopts a redevelopment plan for the 8 Erie Street Study Area. It permits the adaptive re-use of the Police Headquarters and new 4 story residential construction on the parking lot. The design standards proposed for the development are consistent with the requirements of the Harsimus Cove Historic District, within which the study area is located.