



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-091

**TITLE: ORDINANCE APPROVING AMENDMENTS TO: 1) THE SETTLEMENT CONSENT ORDER AMONG THE CITY, NEW GOLD EQUITIES CORP AND BLDG MANAGEMENT CO, INC AND 2) THE 10 YEAR TAX EXEMPTION FOR MARKET RATE RESIDENTIAL RENTAL HOUSING WITH 110 FIRST STREET URBAN RENEWAL ASSOCIATES, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

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

**WHEREAS**, the City, New Gold Equities Corp and BLDG Management Co, Inc executed a Settlement Consent Order in July 2006, as amended in February 2009, under consolidated Docket No.05-cv-03561-DRD-SDW, and relating to, inter alia, the development of 110 First Street [Settlement]; and

**WHEREAS**, in furtherance of the Settlement, New Gold Equities Corp and BLDG Management Co Inc as affiliates, formed 110 Urban Renewal Associates, LLC, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity is the Owner of certain property designated as Block 11603, Lot 42 (formerly Block 109, Lot WA), more commonly known by the street address of 110 First Street, and located within the boundaries of the Powerhouse Arts Redevelopment Plan Area; and

**WHEREAS**, on March 14, 2008, the Entity filed an Application with the City for a long term tax exemption to construct a 35 story building, containing approximately 452 residential rental units, approximately 16,597 square feet of retail space and 343 parking spaces for the use of the residents and retail customers only, [Initial Project]; and

**WHEREAS**, by the adoption of Ordinance 08-074 on May 28, 2008, the Municipal Council granted a 10-year tax exemption to the Entity for the Initial Project and authorized the execution of a financial agreement dated June 17, 2008 [Initial Financial Agreement], having a term equal to the earlier of fourteen (14) years from the date of adoption of Ordinance 08-074 or ten (10) years from the date of substantial completion of the Initial Project; and

**WHEREAS**, under the Settlement, and in part, as a condition of receiving the long term tax exemption, the Entity was required to construct 25 units on site for Affordable Housing and pay \$2,500,000 to subsidize 25 units of off site affordable housing at Summit Heights, a Choice Program a Jersey City Redevelopment Agency Project; and

**WHEREAS**, the Entity did in fact pay over the sum of \$2,500,000 for Summit Heights and that affordable housing project has been completed; and

**WHEREAS**, as a consequence of the national recession which severely undermined the housing market in particular, the construction of the Initial Project, including the 25 units of on site affordable housing, never commenced, the Prepayment of \$1 million was never made, and the four year tax abatement build out period, lapsed; and

**WHEREAS**, in order to make the Project more viable and to facilitate construction, certain amendments to the terms of the Initial Financial Agreement were deemed to be reasonable and necessary; and

**WHEREAS**, on July 5, 2012, the Entity filed an Application for an Amended and Restated Long Term Tax Exemption pursuant to N.J.S.A. 40A:20-1 et seq. that would amend the Financial Agreement as follows: A) Section 3.1 Term--permit an additional build out period of 4 years B) Section 4.6 Affordable Housing--construct 10 (ten) Affordable Dwelling Units (ADUs) on site and pay the sum of \$1,125,000 to the City's Affordable Housing Trust Fund for 15 units to be constructed off site upon execution of an Amended Financial Agreement; and

**WHEREAS**, in addition, upon the execution of the Amended Financial Agreement, the Entity has agreed to pay the City the sum of \$240,000 representing the interest of 8% on the \$1 million Prepayment that should have been paid on June 2009 but was not; and

**WHEREAS**, the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

**WHEREAS**, at its meeting of July 10, 2012, the Tax Exemption Committee voted to recommend the approval of the proposed amendments with one member voting 'no', on the condition that the Entity commence construction of the footings and foundation for the project no later than the latter of 180 days of the date the Ordinance is adopted or February 22, 2013, and if construction does not commence, the within ordinance and all amendments authorized hereunder, will be null and void and of no effect whatsoever and the terms of the original tax exemption will be revived, including any events of default thereunder; and

**WHEREAS**, 110 Urban Renewal Associates, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

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

A. The application of 110 Urban Renewal Associates, LLC, an urban 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., to amend its tax exemption, a copy of which is on file in the office of the City Clerk, for Block 11603, Lot 42 (formerly Block 109, Lot WA), more commonly known by the street address of 110 First Street, more specifically described by metes and bounds in the application is hereby approved as provided below.

B. The Corporation Counsel is authorized to execute the Second Amendment to the Settlement Consent Order.

C. The Mayor or Business Administrator is hereby authorized to execute a 2nd Amendment to the Settlement Consent Order and an Amended Financial Agreement with the following modifications:

1. Section 3.1 Term--the earlier of fourteen (14) years from the adoption of the within Ordinance or ten (10) years from the date the project is Substantially Complete (in effect, extending the term of the Initial Financial Agreement for 4 years);

2. Section 4.6 Affordable Housing--construct 10 (ten) Affordable Dwelling Units (ADUs) on site and pay the sum of \$1,125,000 to the City's Affordable Housing Trust Fund for 15 units to be constructed off site, upon execution of an Amended Financial Agreement (in lieu of constructing 25 affordable units on site as required under the Initial Financial Agreement);

3. All other terms and conditions of the Initial Financial Agreement dated June 17, 2008 shall remain in full force and effect.

D. Upon the execution of the Amended Financial Agreement, the Entity has agreed to pay the City the sum of \$240,000 representing interest of 8% on the \$1 million Prepayment that should have been paid on June 2009, in full satisfaction of any remaining obligations under the

Prepayment Agreement. Thereupon the Prepayment Agreement shall terminate and the Entity will not be entitled to any credit against future taxes or service charges.

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

F. The Second Amendment to the Settlement Consent Order and Amended Financial Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

G. All ordinances and parts of ordinances inconsistent herewith are hereby repealed. However, if the Entity fails to commence construction of the project footings and foundation within the latter of 180 days of the date the within Ordinance is adopted or February 22, 2013, the within ordinance and all amendments authorized hereunder, will be null and void and of no effect whatsoever and the terms of the original tax exemption will be revived, including any events of default thereunder, except that the payment of interest on the Prepayment Agreement as required under Section D, above, shall be retained by the City and the Prepayment Agreement shall remain terminated.

H. 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.

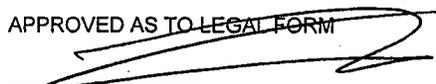
I. This ordinance shall take effect at the time and in the manner provided by law.

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

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

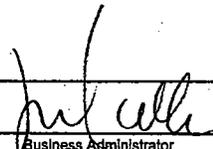
JM/he  
7/11/12

APPROVED AS TO LEGAL FORM

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

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

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

  
\_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

<p><b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b></p> <p><b>Plaintiffs,</b></p> <p><b>v.</b></p> <p><b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b></p> <p><b>Defendants</b></p>	<p><b>Index No.: 05-cv-03561-DRD-SDW</b></p> <p><b>Civil Action</b></p>
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**SECOND AMENDMENT TO CONSENT ORDER FOR SETTLEMENT**

<b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b>  <b>Plaintiffs</b>  v.  <b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b>	<b>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</b>  <b>Docket No.: HUD-L-4995-04</b>   <b>Civil Action</b>
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<b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b>  <b>Plaintiffs</b>  v.  <b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b>	<b>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</b>  <b>Docket No.: HUD-L-6105-04</b>   <b>Civil Action</b>
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<p><b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b></p> <p style="text-align: center;"><b>Plaintiffs</b></p> <p>v.</p> <p><b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b></p>	<p><b>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</b></p> <p><b>Docket No.: HUD-L-2625-05</b></p> <p style="text-align: center;"><b>Civil Action</b></p>
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<p><b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b></p> <p style="text-align: center;"><b>Plaintiffs</b></p> <p>v.</p> <p><b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b></p>	<p><b>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</b></p> <p><b>Docket No.: HUD-L-4296-05</b></p> <p style="text-align: center;"><b>Civil Action</b></p>
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<p><b>NEW GOLD EQUITIES CORP., and BLDG MANAGEMENT CO., INC.</b></p> <p style="text-align: center;"><b>Plaintiffs</b></p> <p>v.</p> <p><b>CITY OF JERSEY CITY, a Municipal Corporation of the State of New Jersey, et als.</b></p>	<p><b>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: HUDSON COUNTY</b></p> <p><b>Docket No.: HUD-L-5179-05</b></p> <p style="text-align: center;"><b>Civil Action</b></p>
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## AFFORDABLE HOUSING

The Plaintiffs and City agree to the following amendments to the Consent Order and Settlement Agreement dated July 13, 2006 as amended by the Amendment to Consent Order for Settlement dated February 9, 2009 (collectively referred to as the "SCO") regarding Affordable Housing units.

1. Paragraph 27 and 28 of the SCO are amended to provide that Plaintiffs obligation to incorporate Affordable Dwelling Units (ADU's) into the design of 110 First Street will be reduced to 10 units.
2. In consideration of the foregoing, and in addition to the \$2,500,000 contribution made by the Plaintiffs in 2008 to subsidize 25 units in the Summit Heights project, Plaintiffs shall contribute an additional \$1,125,000 to the Affordable Housing Trust Fund.
3. The Plaintiffs and the City agree that this additional \$1,125,000 contribution in combination with the set aside of 10 ADUs on-site will satisfy all remaining affordable housing requirements resulting from the construction of 110 First Street.
4. This Amendment does not modify any remaining terms or conditions of the aforementioned Consent Order regarding Affordable Housing and is contingent upon the occurrence of both of the following events: 1) the adoption of an Ordinance by the City Council authorizing an amendment to the June 17, 2008 Financial Agreement on terms set forth in Paragraph 5 hereof and 2) the

commencement of the construction of the Project within 180 days of the last to occur of 1) the execution of the Amended Financial Agreement 2) the execution, filing and entry of the non-appealable Second Amendment to the SCO or 3) February 22, 2013. In the event of the failure of either contingency, this Second Amendment to the SCO shall be void and of no effect and the Amendment to Consent Order for Settlement dated February 9, 2009 shall again govern in all respects, including but not limited to the requirement that Plaintiffs set aside 25 ADUs on-site.

5. Tax Abatement – The Plaintiff and City acknowledge that a long-term tax abatement was granted for the 110 First Street Project as documented by the Financial Agreement entered into by the City and Athena BLDG 110 Urban Renewal, LLC (predecessor to 110 First Street Urban Renewal Associates, LLC) dated June 17, 2008 (“2008 Financial Agreement”). By the terms of the 2008 Financial Agreement the abatement was granted for a term not to exceed 14 years from the date of tax abatement approval (May 28, 2008) or 10 years from the date of substantial completion, whichever occurs first. In addition, in connection with the tax abatement Plaintiffs entered into a Prepayment Agreement dated June 17, 2008 (“Prepayment Agreement”) obligating them to make a prepayment to the City in the amount of \$1,000,000 by June 2, 2009 and further providing that in the event the prepayment was not made, interest would begin to accrue on the outstanding balance beginning on June 2, 2008 at the rate of 8% per annum. In order to expedite the start of construction, the City and Plaintiffs agree that the Prepayment Agreement should be rescinded upon payment to the City of an

additional \$240,000 and the 2008 Financial Agreement amended (a) to reset the exemption term to commence upon approval of an ordinance amending the 2008 Financial Agreement as set forth herein; and (b) to reduce Plaintiffs obligation to set aside ADUs on-site to 10 units ("Amended Financial Agreement"); provided however that in the event the Plaintiffs fail to apply for and pay all applicable fees for a construction permit for footings and foundations by the latter of (i) 180 days from the adoption of an ordinance authorizing the execution of the Amended Financial Agreement or (ii) February 22, 2013; the Amended Financial Agreement shall be void and of no effect and the terms of the tax abatement shall revert to all of those terms set forth in the 2008 Financial Agreement and Prepayment Agreement, including without limitation, 1) reestablishing the term of the abatement as having commenced on May 28, 2008 (the date of adoption of Ordinance 08-074 approving the 2008 Financial Agreement); 2) reestablishing the obligation of the Plaintiffs to set aside 25 ADUs on-site and 3) obligating the Plaintiffs to comply with the Prepayment Agreement, including the obligation to pay interest as provided on the unpaid balance.

City Clerk File No. Ord. 12-092

Agenda No. 3.B 1st Reading

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



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-092

**TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN UNIMPROVED CITY OWNED PROPERTY KNOWN AS BLOCK 718, LOT 5, TO CHRIST HOSPITAL**

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

**WHEREAS**, the City of Jersey City [City] has been the record owner of certain property located within Block 718, Lot 5 (formerly known as Block 718, part of Lot H) [Property], by a Deed dated March 19, 1947 and as depicted on the map attached hereto as Exhibit A; and

**WHEREAS**, in 1977 the City vacated Hill Street, a street adjacent to the Property, which caused a reversion of ½ of the street to each of the adjacent owners; and

**WHEREAS**, Christ Hospital, a New Jersey nonprofit hospital, constructed a three (3) story building on Lot 9 which encroaches in parts onto Lot 5; and

**WHEREAS**, the remainder of Lot 5, including parcels adjacent to it, has been used by Christ Hospital as a parking lot since April 28, 1977 and appears on the Tax Assessor's records as being owned by Christ Hospital since at least 1977; and

**WHEREAS**, as the result of a title search prepared for Christ Hospital, it was discovered that bare title remains in the City of Jersey City under the 1947 deed; and

**WHEREAS**, Christ Hospital avers that it owns the Property by virtue of adverse possession and that it would be entitled to a judgment in its favor if the matter were to be litigated, see letter attached hereto as Exhibit B; and

**WHEREAS**, notwithstanding the likelihood of success and in order to avoid the costs and delays of such litigation, Christ Hospital has offered to pay the City the sum of \$20,000.00 in return for a quit claim deed.

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

1. The transfer of certain unimproved property located within Block 718, Lot 5 (formerly known as Block 718, Lot H1), for the sum of Twenty-Thousand Dollars (\$20,000.00), to Christ Hospital, in settlement of its adverse possession claim, is hereby approved.
2. The Mayor, Business Administrator are hereby authorized to execute an agreement, deed and any other documents necessary or appropriate to effectuate the conveyance of the property, subject to the terms stated above, all in accord with the within Ordinance.
  - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

**ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN UNIMPROVED CITY OWNED PROPERTY KNOWN AS BLOCK 718, LOT 5, TO CHRIST HOSPITAL**

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*.

*JM/he*  
*7/12/12*

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required   
Not Required

# GENOVA BURNS GIANTOMASI & WEBSTER

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JUSTIN A. JACOBS ◊ +  
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DOUGLAS KLEIN ◊ +  
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FRANCIS M. GIANTOMASI ◊

ERICA B. LOWENTHAL ◊ +  
ALEXANDRA M. HILL ◊ \*  
BRETT M. PUGACH ◊  
JENNA M. BEATRICE ◊ +

RONALD H. DEMARIA  
(1939-2004)

MEMBER OF NEW JERSEY BAR ◊  
MEMBER OF NEW YORK BAR +  
MEMBER OF PENNSYLVANIA BAR \*  
MEMBER OF DISTRICT OF COLUMBIA  
MEMBER OF CONNECTICUT BAR ∞  
MEMBER OF VIRGINIA BAR \*

July 11, 2012

City of Jersey City  
City Council  
280 Grove Street  
Jersey City, New Jersey 07302

Re: Block 6001 Lot 5, Jersey City, New Jersey

Dear Sirs and Madams:

Please accept this letter on behalf of our client Christ Hospital as an offer to purchase, Block 6001 Lot 5, Jersey City (the "Property") for TWENTY THOUSAND (\$20,000.00) DOLLARS. As you are aware, this property is a very small "sliver" of land with the dimensions of 4.7 feet wide by 120 feet long. The Property is surrounded by other properties already owned by Christ Hospital.

As per our telephone conversation from earlier today, our client would kindly like to call the City's attention to its understanding and belief that Christ Hospital would be entitled to the Property through an adverse possession action. As such, Christ Hospital is now offering \$20,000 as consideration in an effort to expeditiously and efficiently transfer title and avoid having to proceed with a quiet title action. Christ Hospital clearly meets all the elements of an adverse possession action: (i) open and notorious use of the property; (ii) continuous use of the property; (iii) exclusive use of the property; (iv) actual possession of the property; and (v) non-permissive, hostile or adverse use of the property.

Even though the land records of Hudson County for some reason do not contain a deed into Christ Hospital, a fact that clearly evidences Christ Hospital's ownership is that the City of Jersey City Tax Assessor's office records indicate that for the last thirty-five years the owner of the Property is Christ Hospital and not the City of Jersey City. The tax records, attached hereto

141 WEST FRONT STREET ☎ RED BANK, NJ 07701-6418

TELEPHONE 732-758-6595 FACSIMILE 732-758-6597 WEBSITE www.genovaburns.com

611776-1 3107.001

NEW YORK, NY ☎ NEWARK, NJ ☎ CAMDEN, NJ ☎ PHILADELPHIA, PA

# GENOVA BURNS GIANTOMASI & WEBSTER

ATTORNEYS-AT-LAW

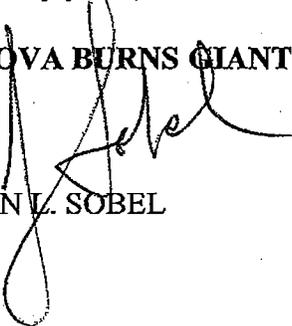
as Exhibit A, indicate that the "sale date" is April 28, 1977. The Tax Assessor's office has confirmed same, but unfortunately has no record showing how title was transferred into the name of Christ Hospital.

So, in order to avoid any issues and to amicably and efficiently settle any potential quiet title action between Christ Hospital and the City, we are hopeful that the City will agree to accept the within settlement offer and transfer title to the Property to Christ Hospital as expeditiously as possible.

We look forward to hearing back from you and thank you greatly for your time and consideration in this matter.

Very truly yours,

**GENOVA BURNS GIANTOMASI & WEBSTER**

  
JASON L. SOBEL

JLS:JS

c: Christ Hospital

**EXHIBIT A**

Property Detail

[New Search](#) [Assessment Postcard](#)

Block: 6001 Prop Loc: PALISADE AVE Owner: CHRIST HOSPITAL Square Ft: 0  
 Lot: 5 District: 0906 JERSEY CITY Street: 176 PALISADE AVE. Year Built:  
 Qual: Class: 15D City State: JERSEY CITY N J 07306 Style:

Additional Information

Prior Block: 718 Acct Num: 00083048 Addl Lots: EPL Code: 20 4 780  
 Prior Lot: H1 Mtg Acct: Land Desc: 4.70X120.01 Statute: 54:4-3.3  
 Prior Qual: Bank Code: 0 Bldg Desc: VACANT LAND Initial: 000000 Further: 000000  
 Updated: 02/04/12 Tax Codes: Class4Cd: 0 Desc: PARKING AREA  
 Zone: Map Page: 60 Acreage: 0.0129 Taxes: 0.00 / 0.00

Sale Information

Sale Date: 04/28/77 Book: Page: Price: 0 NU#: 0

Srla	Date	Book	Page	Price	NU#	Ratio	Grantee
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TAX-LIST-HISTORY

Year	Owner Information	Land/Imp/Tot	Exemption	Assessed
2012	CHRIST HOSPITAL 176 PALISADE AVE. JERSEY CITY N J 07306	4200 0 4200	0	4200
2011	CHRIST HOSPITAL 176 PALISADE AVE. JERSEY CITY N J 07306	4200 0 4200	0	4200
2010	CHRIST HOSPITAL 176 PALISADE AVE. JERSEY CITY N J 07306	4200 0 4200	0	4200
2009	CHRIST HOSPITAL 176 PALISADE AVE. JERSEY CITY N J 07306	4200 0 4200	0	4200



City Clerk File No. Ord. 12-093

Agenda No. 3.C 1st Reading

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



## ORDINANCE OF JERSEY CITY, N.J.

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

**CITY ORDINANCE 12-093**  
**TITLE: AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY-OWNED  
PROPERTY WITHIN THE BRIGHT AND VARICK REDEVELOPMENT  
AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY**

**WHEREAS**, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
13902	32	268 Varick Street

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lots in the records of the Tax Assessor (hereinafter "Property"); and

**WHEREAS**, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Bright and Varick Study Area is an area deemed "in need of redevelopment" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

**WHEREAS**, the Municipal Council adopted, by Ordinance No.11-135 at its meeting of November 9, 2011 the Bright and Varick Redevelopment Plan; and

**WHEREAS**, the Property lies within the legally established boundaries of the Bright and Varick Redevelopment Plan Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has the responsibility of acquiring property within the Bright and Varick Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Bright and Varick Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has deemed it necessary to acquire the Property from the City of Jersey City to accomplish the objectives of the Bright and Varick Redevelopment Plan; and

**WHEREAS**, the City of Jersey City may transfer the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

02012104

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

1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) the transfer of Property known as

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
13902	32	268 Varick Street

to the Jersey City Redevelopment Agency is hereby authorized.

2. That the Mayor, Business Administrator and appropriate Division of the municipality are hereby authorized and directed to execute a deed and all necessary or appropriate instruments to convey and effectuate the transfer of the aforesaid Property to the Jersey City Redevelopment Agency.

A. All Ordinances and part 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 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 the 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.

APPROVED AS TO LEGAL FORM

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

APPROVED:

*Carl Gagliardi* 

APPROVED:

*[Signature]*  
Business Administrator

Certification Required   
Not Required

**ORDINANCE/RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or 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 AUTHORIZING THE TRANSFER OF CITY-OWNED PROPERTY WITHIN THE BRIGHT AND VARICK REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY**
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
 Robert P. Antonicello, Executive Director, Jersey City Redevelopment Agency, 201-547-4781.
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
 This Ordinance will authorize the City of Jersey City, its agents or assigns to transfer City owned property within the Bright and Varick Redevelopment Area for development purposes.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
 The Jersey City Redevelopment Agency has been charged with the responsibility of acquiring property in the Bright and Varick Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization initiatives of the Bright and Varick Redevelopment Plan.
5. **Anticipated Benefits to the Community:**  
 Revitalization of an area determined to be an area in need of redevelopment with the construction of residential units as contemplated in the redevelopment plan for property located in Block 13902, Lot 32 with a street address of 268 Varick 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 contributions.):**  
 N/A
7. **Date Proposed Program or Project will Commence:**  
 Upon adoption of this Ordinance
8. **Anticipated Completion Date:**  
 Approximately 2 years from commencement.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
 Robert P. Antonicello, Executive Director, JCRA
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

Christopher Fione on behalf of  
 Signature of ROBERT P. ANTONICELLO  
 Executive Director  
 Jersey City Redevelopment Agency

7/9/12  
 Date

Carl Zaplicki  
 Signature of CARL CZAPLICKI  
 Director, Department of Housing, Economic  
 Development and Commerce

7/9/12  
 Date

City Clerk File No. Ord. 12-094

Agenda No. 3.D 1st Reading

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



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-094

**TITLE: ORDINANCE AUTHORIZING 1) THE REACQUISITION OF 108 STORMS AVENUE FROM JERSEY CITY COMMUNITY HOUSING CORPORATION AND 2) THE CONVEYANCE OF 108 STORMS TO THE JERSEY CITY REDEVELOPMENT AGENCY**

**COUNCIL offered and moved adoption of the following Ordinance:**

**WHEREAS**, by resolutions adopted on September 27, 2009 and February 9, 2010, the City of Jersey City [City] approved loans to Jersey City Community Housing Corporation [JCCHC] in the amount of \$780,000 [\$280,000 in Affordable Housing Trust Funds and \$500,000 in HOME funds and Balanced Housing funds] to construct 13 units of housing as affordable housing, located at 299-301 Bergen Avenue and 108 Storms Avenue; and

**WHEREAS**, to secure these obligations, the City required JCCHC to execute a mortgage, an affordable housing agreement, and other documents, in favor of the City; and

**WHEREAS**, on January 13, 2010 the City also adopted Ordinances 09-129 and 09-130, which authorized the conveyance of 108 Storms Avenue and 299-301 Bergen Avenue, respectively, to JCCHC for \$1.00 on the condition that the properties were subject to low and moderate income affordability controls; and

**WHEREAS**, in reliance thereon, the City executed restricted deeds to the properties and loan agreements with JCCHC, that ensured that the property would be used for low and moderate affordable housing; and

**WHEREAS**, to date JCCHC has expended \$93,857 of HOME funds, \$26,193 in Affordable Housing Trust Funds and \$100,000 in Balance Housing Funds, to rehabilitate 108 Storms Avenue; and

**WHEREAS**, concurrently, the City embarked upon a plan to revitalize and redevelop McGinley Square by adopting the McGinley Square Redevelopment Plan [the Plan] and designating a redeveloper therefore; and

**WHEREAS**, 108 Storms Avenue is within the boundaries of the McGinley Square Redevelopment Plan; and

**WHEREAS**, the Jersey City Redevelopment Agency [JCRA] designated a developer to implement the Plan, who proposes to purchase 108 Storms Avenue for the sum of \$250,000; and

**WHEREAS**, JCCHC is willing to reconvey title to 108 Storms Avenue to Jersey City provided its loans to the City and State are repaid from any proceeds received by the City from the developer; and

**WHEREAS**, the City is willing to accept reconveyance, pay the balance due on the three (3) loans, (returned funds which will be preserved for other affordable housing loans), and convey title to the JCRA, so long as the City can retain any additional funds provided by the developer for municipal use.

0 2 0 1 2 1 0 1

**ORDINANCE AUTHORIZING 1) THE REACQUISITION OF 108 STORMS AVENUE FROM JERSEY CITY COMMUNITY HOUSING CORPORATION AND 2) THE CONVEYANCE OF 108 STORMS TO THE JERSEY CITY REDEVELOPMENT AGENCY**

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

1. The City of Jersey City approves the following concerning 108 Storms Avenue, 1905.5 T:

- a) delivery of a deed, with a clear title report, to the City, subject only to JCCHC's three (3) mortgages; Balance Housing, HOME and Affordable Housing Trust Fund, from JCCHC, with a combined payoff figure not exceed \$220,050;
- b) execution of an amendment to JCCHC's affordable housing agreement to delete 108 Storms Avenue, and to proportionately reduce the amount of funds otherwise payable under the loan;
- c) payoff of the three (3) outstanding mortgages;
- d) assignment of any offer or contracts to purchase 108 Storms Avenue for \$250,000 to the City;
- e) conveyance of the property to JCRA.

2. The Business Administrator is authorized to accept a deed from Jersey City Community Housing Corporation; execute a deed to 108 Storms Avenue for \$250,000 to the Jersey City Redevelopment Agency; discharge any mortgages or restrictions on 108 Storms Avenue by paying off the three (3) mortgages from the proceeds and executing any other agreements or documents appropriate or necessary to effectuate the purposes of this ordinance.

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

**NOTE:** All 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  
6/26/12

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

City Clerk File No. Ord. 12-095

Agenda No. 3.E 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-095

TITLE:

**AN ORDINANCE AUTHORIZING THE TRANSFER OF CITY-OWNED PROPERTY  
WITHIN THE 826 OCEAN AVENUE REDEVELOPMENT AREA TO THE JERSEY CITY  
REDEVELOPMENT AGENCY**

**WHEREAS**, the City of Jersey City is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
19602	31	826 Ocean Avenue

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot n the records of the Tax Assessor (hereinafter "Property"); and

**WHEREAS**, the Municipal Council of the City of Jersey City has declared, that the Property contained within the 826 Ocean Avenue Redevelopment Avenue Area is an area deemed "in need of redevelopment" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

**WHEREAS**, the Municipal Council adopted, by Ordinance No.08-086 at its meeting of June 25, 2008, adopted the 826 Ocean Avenue Redevelopment Plan; and

**WHEREAS**, the Property lies within the legally established boundaries of the 826 Ocean Avenue Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency has the responsibility of acquiring property within the 826 Ocean Avenue Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the 826 Ocean Avenue Redevelopment Plan; and

**WHEREAS**, the Jersey City Redevelopment Agency has deemed it necessary to acquire the Property from the City of Jersey City to accomplish the objectives of the 826 Ocean Avenue Redevelopment Plan; and

**WHEREAS**, the City of Jersey City may transfer the Property to the Jersey City Redevelopment Agency pursuant to N.J.S.A. 40A:12A-39(a) & (f).

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

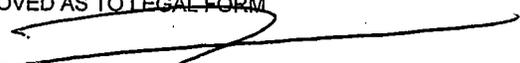
1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) the transfer of Property known as

<u>BLOCK</u>	<u>LOT(S)</u>	<u>STREET ADDRESS</u>
19602	31	826 Ocean Avenue

to the Jersey City Redevelopment Agency is hereby authorized.

2. That the Mayor, Business Administrator and appropriate Division of the municipality are hereby authorized and directed to execute a deed and all necessary or appropriate instruments to convey and effectuate the transfer of the aforesaid Property to the Jersey City Redevelopment Agency.

- A. All Ordinances and part 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 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 the 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.

APPROVED AS TO LEGAL FORM  
  
\_\_\_\_\_  
Corporation Counsel

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

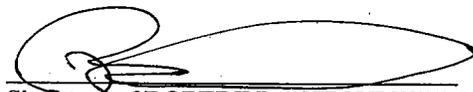
Certification Required   
Not Required

**ORDINANCE/RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or 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 AUTHORIZING THE TRANSFER OF CITY-OWNED PROPERTY WITHIN THE 826 OCEAN AVENUE REDEVELOPMENT AREA TO THE JERSEY CITY REDEVELOPMENT AGENCY
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
Franklyn Ore, Project Manager, Jersey City Redevelopment Agency, 201-547-4560
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
This Ordinance will authorize the City of Jersey City, to transfer City owned property within the 826 Ocean Avenue Redevelopment Area for development purposes.
4. **Reasons (Need) for the Proposed Program, Project, etc.:**  
The Jersey City Redevelopment Agency has been charged with the responsibility of acquiring property in the 826 Ocean Avenue Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization initiatives of the 826 Ocean Avenue Redevelopment Plan.
5. **Anticipated Benefits to the Community:**  
Rehabilitation of vacant property located in Block 19602 Lot 31 (826 Ocean Avenue).
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 contributions.):**  
  
N/A
7. **Date Proposed Program or Project will Commence:**  
Upon adoption of this Ordinance
8. **Anticipated Completion Date:**  
Building will be completed in October 2012.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
Robert P. Antonicello, Executive Director, JCRA
10. **Additional Comments:**

I certify that all the Facts Presented Herein are Accurate.

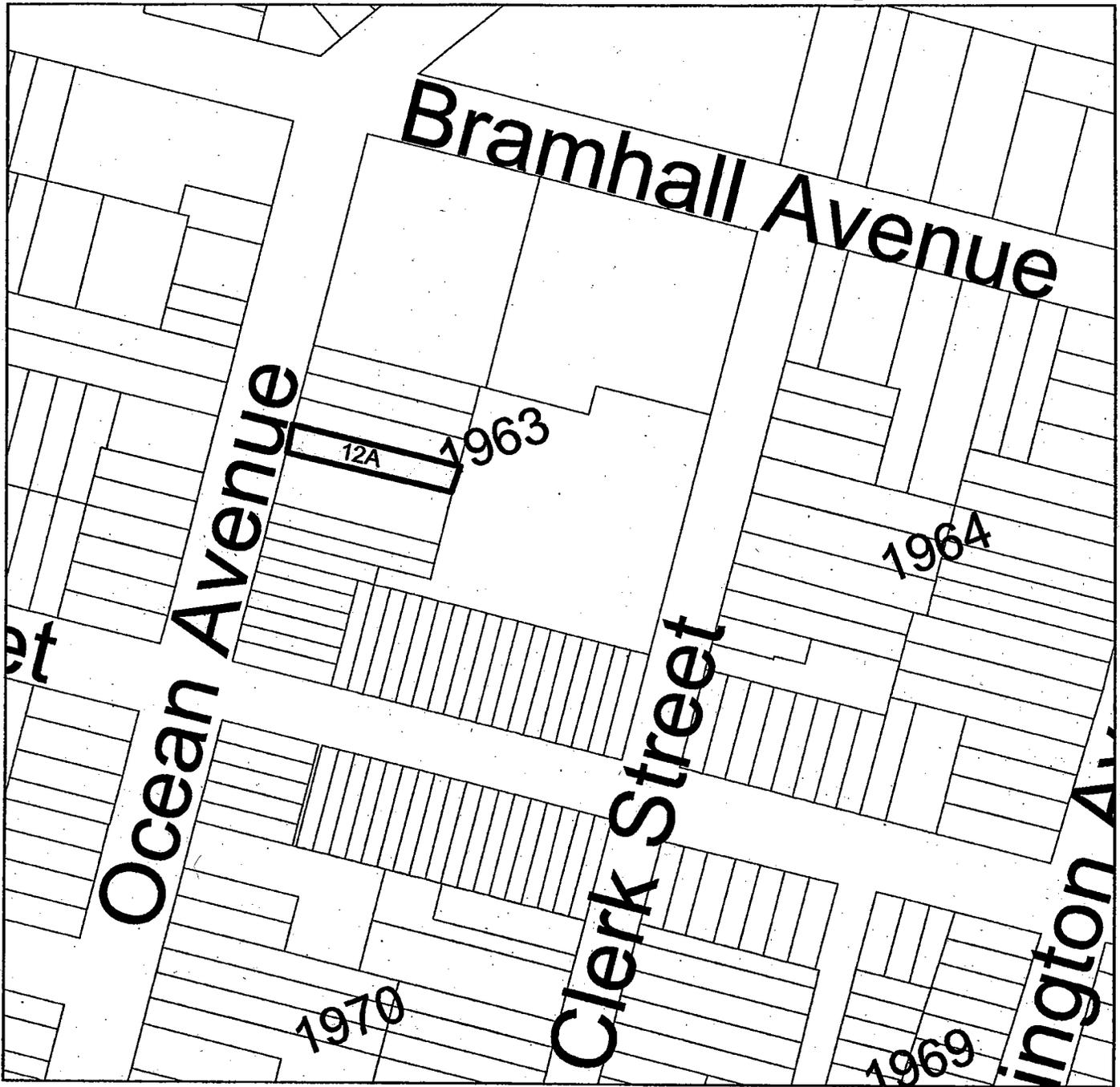
  
 \_\_\_\_\_  
 Signature of **ROBERT P. ANTONICELLO**  
 Executive Director  
 Jersey City Redevelopment Agency

\_\_\_\_\_  
Date

  
 \_\_\_\_\_  
 Signature of **CARL CZAPLICKI**  
 Director, Department of Housing, Economic  
 Development and Commerce

\_\_\_\_\_  
Date

6/10/12

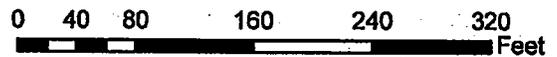


**826 OCEAN AVENUE REDEVELOPMENT PLAN AREA  
BOUNDARY MAP**

JULY 31, 2007



Jersey 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. 12-096

Agenda No. 3.F 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-096

TITLE:

## AN ORDINANCE AUTHORIZING THE TRANSFER OF JERSEY CITY REDEVELOPMENT AGENCY-OWNED PROPERTY WITHIN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA TO THE CITY OF JERSEY CITY

WHEREAS, the Jersey City Redevelopment Agency is the owner of a certain parcel of real property known and designated as:

<u>BLOCK</u>	<u>LOT</u>	<u>STREET ADDRESS</u>
22602	13	14 - 16 Orient Avenue

situated in the City of Jersey City, Hudson County, New Jersey; and as more particularly shown on the Official Assessment Map and referenced in the designation assigned to individual tax lot n the records of the Tax Assessor (hereinafter "Property"); and

WHEREAS, the Municipal Council of the City of Jersey City has declared, that the Property contained within the Martin Luther King Drive Redevelopment Avenue Area is an area deemed "in need of redevelopment" pursuant to N.J.S.A. 40A:55-12 et. seq.; and

WHEREAS, the Municipal Council adopted, by Ordinance No.93-138 at its meeting of December 8, 1993 adopted the Martin Luther King Drive Redevelopment Plan; and

WHEREAS, the Property lies within the legally established boundaries of the Martin Luther King Drive Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency has the responsibility of acquiring property within the Martin Luther King Drive Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization of the Martin Luther King Drive Redevelopment Plan; and

WHEREAS, the Jersey City Redevelopment Agency has deemed it necessary to transfer Property from the Jersey City Redevelopment Agency to the City of Jersey City to accomplish the objectives of the Martin Luther King Drive Redevelopment Plan; and

WHEREAS, the Jersey City Redevelopment Agency may transfer the Property to the City of Jersey City pursuant to N.J.S.A. 40A:12A-39(a) & (f).

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

Not Required

0.2.0 1.2.1.0 7

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

1. Pursuant to N.J.S.A. 40A:12A-39(a) & (f) the transfer of Property known as

<u>BLOCK</u>	<u>LOT(S)</u>	<u>STREET ADDRESS</u>
22602	13	14 - 16 Orient Avenue

to the City Jersey City is hereby authorized.

2. That the Mayor, Business Administrator and appropriate Division of the municipality are hereby authorized and directed to execute a deed and all necessary or appropriate instruments to convey and effectuate the transfer of the aforesaid Property to the City of Jersey City.
- A. All Ordinances and part 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 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 the 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.

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required

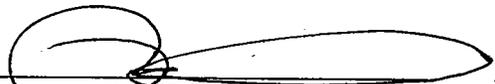
Not Required

**ORDINANCE/RESOLUTION FACT SHEET**

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement or contract that is submitted for Council consideration. Incomplete or 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 AUTHORIZING THE TRANSFER OF THE JERSEY CITY REDEVELOPMENT AGENCY OWNED PROPERTY WITHIN THE MARTIN LUTHER KING REDEVELOPMENT AREA TO THE CITY OF JERSEY CITY.**
2. **Name and Title of Person Initiating the Ordinance/Resolution, etc.:**  
 Franklyn Ore, Project Manager, Jersey City Redevelopment Agency, 201-547-4560
3. **Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:**  
 This Ordinance will authorize the transfer of Jersey City Redevelopment Agency owned property to the City of Jersey City within the Martin Luther King Drive Redevelopment Area for development purposes.
4. **Reasons (Need) for the Proposed Program, Project, etc:**  
 The Jersey City Redevelopment Agency has been charged with the responsibility of acquiring property in the Martin Luther King Drive Redevelopment Area to effectuate the rehabilitation, redevelopment and revitalization initiatives of the Martin Luther King Drive Redevelopment Plan.
5. **Anticipated Benefits to the Community:**  
 Rehabilitation of vacant property located in Block 22602 Lot 13 (14 - 16 Orient Avenue).
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 contributions.):**  
  
 N/A
7. **Date Proposed Program or Project will Commence:**  
 Upon adoption of this Ordinance
8. **Anticipated Completion Date:**  
 Building is completed.
9. **Person Responsible for Coordinating Proposed Program, Project, etc.:**  
 Robert P. Antonicello, Executive Director, JCRA
10. **Additional Comments:**

**I certify that all the Facts Presented Herein are Accurate.**

  
 Signature of **ROBERT P. ANTONICELLO**  
 Executive Director  
 Jersey City Redevelopment Agency

\_\_\_\_\_  
Date

  
 Signature of **CARL CZAPLICKI**  
 Director, Department of Housing, Economic  
 Development and Commerce

  
 Date



City Clerk File No. Ord. 12-097

Agenda No. 3.6 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-097

**TITLE: ORDINANCE AUTHORIZING THE IMPOSITION OF DEED  
RESTRICTIONS ON A PORTION OF ST. PAULS AVENUE BETWEEN  
DUFFIELD AVENUE AND CHARLOTTE AVENUE AND A PORTION  
OF DUFFIELD AVENUE BETWEEN HOWELL STREET AND  
MEADOW STREET**

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

**WHEREAS**, PSE&G was the former owner of Block 7403, Lot 1 formerly known as Block 649.1, Lot 1 which it sold to the New Jersey Department of Transportation; and

**WHEREAS**, when it was the owner of Block 7403, Lot 1, PSE&G performed soil remediation consisting of excavation down to a depth of twelve (12) feet below ground surface over most of the site and excavation to a depth of thirty (30) feet below ground surface in three areas of the site; and

**WHEREAS**, the excavation was performed to remove coal tar residue product which resulted from the operations of the former PSE&G West End Gas Plant; and

**WHEREAS**, the work was performed in accordance with the New Jersey Department of Environmental Protection Technical Requirements for Site Remediation; and

**WHEREAS**, the coal tar residue product impacted three public streets adjacent to Block 7403, Lot 1; and

**WHEREAS**, those streets are:

Howell Street between Charlotte Avenue and Duffield Avenue

Duffield Avenue between Howell Street and an area slightly north of St. Pauls Avenue

St. Pauls Avenue between Duffield Avenue and Charlotte Avenue; and

**WHEREAS**, because some of the coal tar residue product impacted these streets in certain areas, excavations within the streets were done to remove the product and backfill those areas with clean fill; and

**WHEREAS**, certain areas of these streets have background historical contaminants that remain above the New Jersey Department of Environmental Protection (NJDEP) residential clean up standards; and

**WHEREAS**, because of these contaminants, these streets are subject to certain statutory and regulatory controls to restrict the use of the properties to public streets and to protect and preserve the environmental remedial actions performed on the streets; and

0 2 0 1 2 1 0 2

**WHEREAS**, Ordinance 09-123 approved on December 16, 2009 authorized the execution and recording of Deed Notices affecting these streets; and

**WHEREAS**, the three Deed Notices were recorded in the Hudson County Register's Office on February 9, 2010; and

**WHEREAS**, on April 27, 2011, the NJDEP advised PSE&G that the Deed Notices affecting a portion of St. Pauls Avenue and a portion of Duffield Avenue would need to be terminated because they did not indicate the presence of tar and oil products in areas of the streets that were not excavated because of the presence of active underground utilities; and

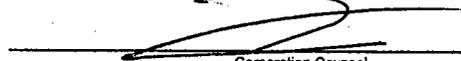
**WHEREAS**, new Deed Notices need to be executed and recorded to indicate the presence of soil contamination in areas not previously identified in the Deed Notices that were authorized by Ordinance 09-123 for portions of St. Pauls Avenue and Duffield Avenue.

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

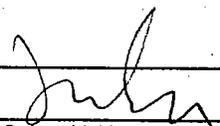
- 1) the Mayor or Business Administrator is authorized to execute the Termination of the Deed Notices attached hereto for a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue and for a portion of Duffield Avenue between Howell Street and Meadow Street;
- 2) the Mayor or Business Administrator is authorized to execute the new Deed Notices attached hereto for a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue and for a portion of Duffield Avenue between Howell Street and Meadow Street; and
- 3) the Mayor or Business Administrator is authorized to execute such other documents necessary or appropriate to effectuate the purposes of the within ordinance.

RR  
7-6-12

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required   
Not Required

RECEIVED

**Jersey City Law Department**  
**Memorandum**

CITY OF JERSEY CITY  
BUSINESS ADMINISTRATION

**To:** President and Members of the Municipal Council

**From:** Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

**Subject:** Ordinance authorizing the execution of Deed Notices imposing deed restrictions on a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue and a portion of Duffield Avenue between Howell Street and Meadow Street

**Date:** July 9, 2012

---

Ordinance No. 09-123 adopted on December 16, 2009 authorized the execution of Deed Notices affecting Howell Street between Charlotte Avenue and Duffield Avenue, Duffield Avenue between Howell Street and an area slightly north of St. Pauls Avenue, and St. Pauls Avenue between Duffield Avenue and Charlotte Avenue. The Deed Notice restrictions were necessary because PSE&G had performed soil remediation on property it formerly owned at Block 7403, Lot 1 formerly known as Block 649.1, lot 1. The cleanup of the PSE&G property included excavating streets adjoining the property in order to remove coal tar residue and back fill those areas with clean fill. Because certain areas of the streets would continue to contain contaminants that are above the New Jersey Department of Environmental Protection (NJDEP) residue cleanup standards, the Deed Notices were required. They were recorded in the Hudson County Register's Office on February 9, 2010.

On April 27, 2011, NJDEP advised PSE&G that the Deed Notices affecting portions of St. Pauls Avenue and Duffield Avenue would need to be terminated and replaced with new Deed Notices because they did not indicate the presence of contaminants in parts of the streets that were not excavated because of the presence of active underground utilities. The new Deed Notices will indicate the presence of soil contamination in areas not previously identified in the Deed Notices authorized by Ordinance No. 09-123.

RR/cw

cc: Chuck Lee, Municipal Engineer

TERMINATION OF NOTICE

FILED AT THE OFFICE OF THE  
REGISTER OF  
HUDSON COUNTY

IN DEED BOOK  
8715, PAGES 390 (1 THROUGH 22)  
AS TO

A PORTION OF DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW  
STREET, TAX MAP OF THE CITY OF JERSEY CITY, COUNTY OF HUDSON

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED  
IN THE SAME MANNER AS DEEDS AND OTHER INTERESTS IN REAL PROPERTY. 7

Prepared by: Jacques Benaroch

Recorded by: \_\_\_\_\_  
[Signature, Officer of County  
Recording Office]  
[Print name below signature]

This Termination of Notice is made as of \_\_\_\_\_ [month day, year] by the  
City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302

1. NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY, AT BOOK 8715 PAGES 390 (1 THROUGH 22) By way of a Declaration of Environmental Restriction (DER) or Notice (hereinafter collectively Notice) dated January 21, 2010, PSEG Services Corporation advised of: (a) the existence of soil contamination in concentrations at the real property situated in the City of Jersey City and designated as a portion of Duffield Avenue between Howell Street and Meadow Street ("the Property") on the Tax Map of the City of Jersey City that do not allow for the unrestricted use of the Property; (b) the existence of institutional and/or engineering controls selected as part of the remedial action for the Property; and (c) the continuing obligation of the City of Jersey City, subsequent owners, and others to monitor and maintain those institutional and/or engineering controls. The Notice was part of the remediation of contamination at the Property and was recorded in the Office of the Register of Hudson County on February 9, 2010 in Deed Book 8715, Pages 390 (1 through 22) by the City of Jersey City, the then owner of the Property. Pursuant to Paragraph 10, the Notice was to remain in effect until such time as the Department approved the termination of the Notice by executing a document expressly terminating the Notice.

2. TERMINATION OF NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY AT BOOK 8715 PAGES 390 (1 THROUGH 22). By way of letter dated December 28, 2010, PSEG Services Corporation requested approval from the Department to terminate the Notice because conditions that required the execution and recording of the Notice

no longer exist on a portion of Duffield Avenue between Howell Street and Meadow Street. The Department approved the request by way of letter dated April 27, 2011. Accordingly, the Department hereby executes this Termination of Notice. Subject to the provisions of paragraph 4 below, the Department directs that the Notice recorded in the Office of the Register of Hudson County in Deed Book 8715, Pages 390 (1 through 22) shall be terminated and discharged. A metes and bounds description of a portion of Duffield Avenue between Howell Street and Meadow Street and a scaled map showing the boundaries of a portion of Duffield Avenue between Howell Street and Meadow Street are attached hereto as Exhibits A-2, A-3-1 and A-3-2, and B-1-1 and B-1-2, respectively.

3. EXECUTION OF NEW NOTICE FOR A PORTION OF DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET. Although the Department has determined that a change in conditions warrants the termination of the Notice as to a portion of Duffield Avenue between Howell Street and Meadow Street, the Department also has determined that soil contamination remains on a portion of Duffield Avenue between Howell Street and Meadow Street, in concentrations that do not allow for the unrestricted use of the Property. Thus, the approved remedial action includes a new Notice for a portion of Duffield Avenue between Howell Street and Meadow Street. The new Notice shall be executed and recorded by the City of Jersey City.

4. EFFECTIVE DATE OF TERMINATION OF NOTICE. This Termination of Notice shall take effect on the date this Termination of Notice or the date the new Notice for a portion of Duffield Avenue between Howell Street and Meadow Street is recorded in the Office of the Register of Hudson, whichever is later, or, if this Termination of Notice and the new Notice are simultaneously recorded in the Office of the Register of Hudson, on the date of such simultaneous recording.

5. SIGNATURES IN WITNESS WHEREOF, \_\_\_\_\_ [name of person/corporation etc. executing the Termination of Notice] and the New Jersey Department of Environmental Protection have executed this Termination of Notice, as of the date first written above.

WITNESS:

City of Jersey City

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title]

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Print title]

STATE OF NEW JERSEY

SS.:

COUNTY OF HUDSON

I certify that on \_\_\_\_\_ [month day, year],  
\_\_\_\_\_ [name of witness] personally came before me, and this person  
acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the City of Jersey City, the municipal corporation named in this  
document;

(b) this person is the attesting witness to the signing of this document by  
\_\_\_\_\_ who is the Mayor of the City of Jersey City;

(c) this document was signed and delivered by the corporation as its voluntary act and was  
duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document;  
and

(e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name and Title of Attesting Witness]

\_\_\_\_\_, Notary Public  
[Signature]

\_\_\_\_\_  
[Print name]

WITNESS:

New Jersey Department of  
Environmental Protection

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title]

\_\_\_\_\_  
[Print name and title]

STATE OF NEW JERSEY  
COUNTY OF MERCER

SS.:

I certify that on \_\_\_\_\_ [month day, year],  
\_\_\_\_\_ [Insert name of person executing document on behalf of  
the New Jersey Department Environmental Protection] personally came before me, and this  
person acknowledged under oath, to my satisfaction, that this person:

(a) Is \_\_\_\_\_ [insert title] and is authorized to execute this document on  
behalf of the New Jersey Department of Environmental Protection;

(b) Signed, sealed and delivered this document as his or her act and deed in his capacity as  
\_\_\_\_\_ [title] of the New Jersey Department of Environmental  
Protection; and

(c) This document was signed and delivered by the New Jersey Department of  
Environmental Protection as its voluntary act, duly authorized.

\_\_\_\_\_, Notary Public  
[Signature]

\_\_\_\_\_  
[Print name]

RECORD AND RETURN TO:

[Name of person who prepared the Termination of Notice]

[Address]

EXHIBIT A-2

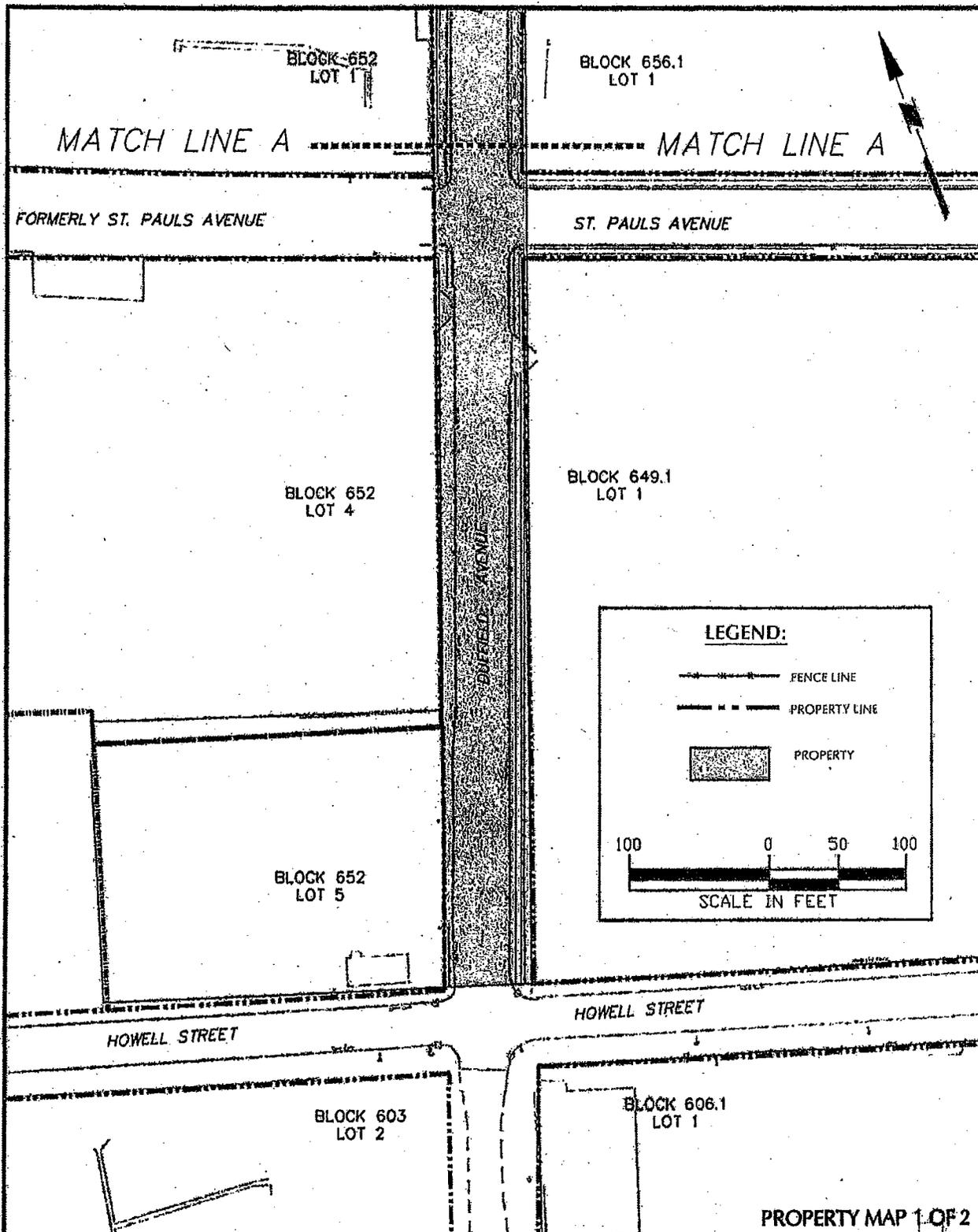
Metes and Bounds Description

EXHIBITS A-3-1, A-3-2, B-1-1 and B-1-2

Scaled Maps of the Property and Institutional/Engineering Control Boundaries

**Exhibit A-2**  
**Metes and Bounds Description of Property**

All land located in the City of Jersey City, County of Hudson, State of New Jersey known as Duffield Avenue, bounded to the south by Howell Street, to the west by Block 652, Lots 1, 4 and 5 and the Former St. Pauls Avenue right-of-way, to the east by Block 649.1, Lot 1, and Block 658.1, Lot 1, and to the north at a distance of 125 feet north of the centerline of St. Pauls Avenue.



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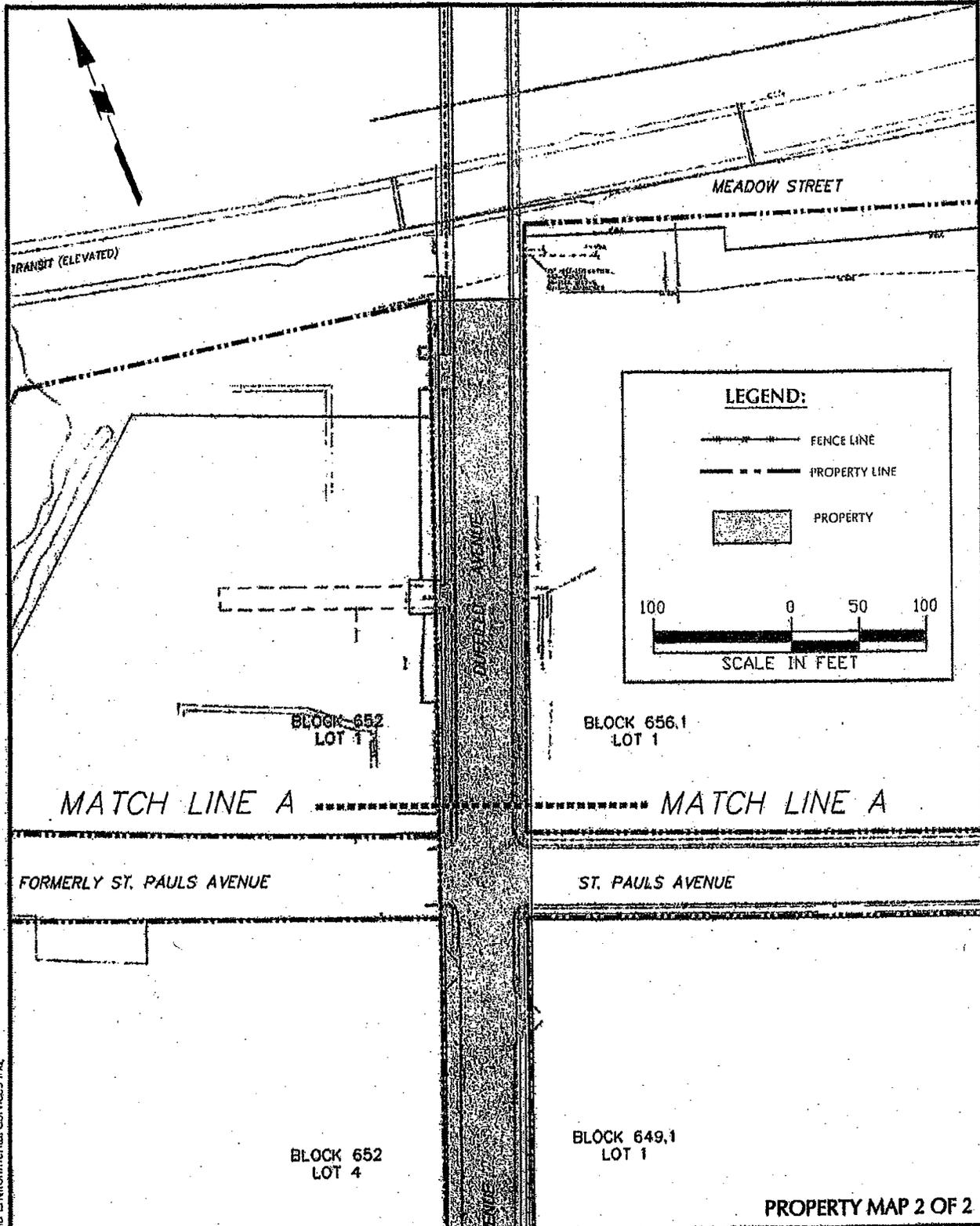
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ENGINEERING & ENVIRONMENTAL SERVICES

River Drive Center 1 Elmwood Park, NJ 07407  
P: 201.794.6900 F: 201.794.0366  
www.langan.com

NEW JERSEY PENNSYLVANIA NEW YORK CONNECTICUT FLORIDA  
NJ Certificate of Authorization No: 24GA27996400

Project  
PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTEREST #0014169  
DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET  
JERSEY CITY NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	10/23/07	1" = 100'	A-3-1



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NEW JERSEY PENNSYLVANIA NEW YORK CONNECTICUT FLORIDA

NJ Certificate of Authorization No: 24GA27998400

Project

PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTERST #0014169

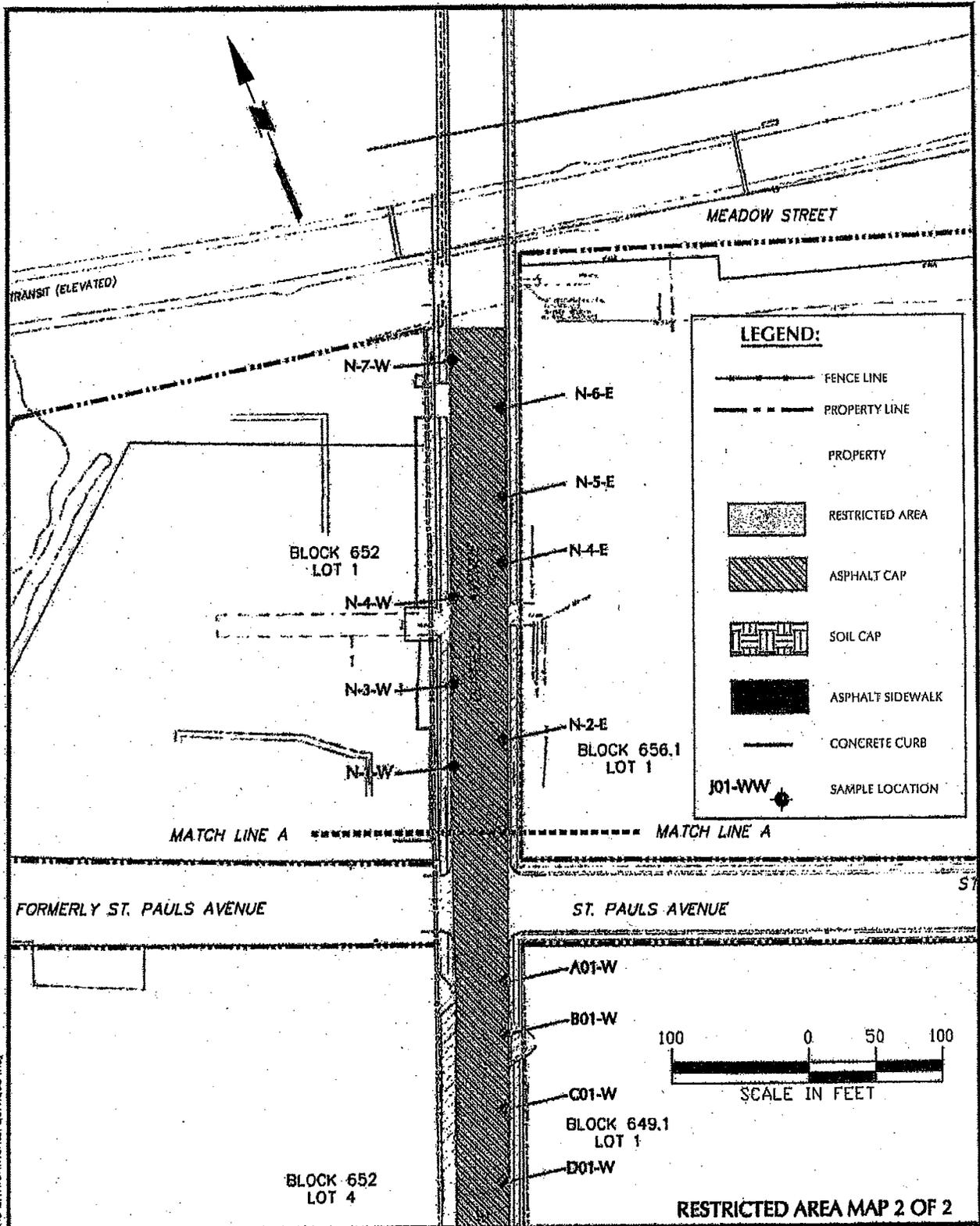
DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET

JERSEY CITY

NEW JERSEY

Project No. 1898401	Date 10/23/07	Scale 1" = 100'	Fig. No. A-3-2
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NEW JERSEY PENNSYLVANIA NEW YORK CONNECTICUT FLORIDA

NJ Certificate of Authorization No: 24GA27896400

Project

PSEG FORMER WEST END GAS WORKS  
EXHIBIT B-1: RESTRICTED AREA MAP  
PROGRAM INTERST #0014169

DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET

JERSEY CITY

NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	06/16/11	1" = 100'	B-1-2

TERMINATION OF NOTICE

FILED AT THE OFFICE OF THE  
REGISTER OF  
HUDSON COUNTY

IN DEED BOOK  
8715, PAGES 412 (1 through 20)  
AS TO

A PORTION OF ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND  
CHARLOTTE AVENUE, TAX MAP OF THE COUNTY OF HUDSON

IN ACCORDANCE WITH N.J.S.A. 58:10B-13, THIS DOCUMENT IS TO BE RECORDED  
IN THE SAME MANNER AS DEEDS AND OTHER INTERESTS IN REAL PROPERTY.

Prepared by: Jacques Benaroch

Recorded by: \_\_\_\_\_

*[Signature, Officer of County  
Recording Office]*

*[Print name below signature]*

This Termination of Notice is made as of \_\_\_\_\_ [month day, year] by the  
City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302

1. DEED NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY, AT BOOK 8715, Pages 412 (1 through 20). By way of a Declaration of Environmental Restriction (DER) or Deed Notice (hereinafter collectively Deed Notice) dated January 21, 2010, PSEG Services Corporation advised of: (a) the existence of soil contamination in concentrations at the real property situated in the City of Jersey City and designated as a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue ("the Property") on the Tax Map of the City of Jersey City that do not allow for the unrestricted use of the Property; (b) the existence of institutional and/or engineering controls selected as part of the remedial action for the Property; and (c) the continuing obligation of the City of Jersey City, subsequent owners, and others to monitor and maintain those institutional and/or engineering controls. The Deed Notice was part of the remediation of contamination at the Property and was recorded in the Office of the Register of Hudson County on February 9, 2010 in Deed Book 8715, Pages 412 (1 through 20) by the City of Jersey City, the then owner of the Property. Pursuant to Paragraph 10, the Deed Notice was to remain in effect until such time as the Department approved the termination of the Deed Notice by executing a document expressly terminating the Deed Notice.

2. TERMINATION OF DEED NOTICE RECORDED IN THE OFFICE OF THE REGISTER OF HUDSON COUNTY AT BOOK 8715, Pages 412 (1 through 20) AS TO A PORTION OF ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE. By way of letter dated December 28, 2010, PSEG Services Corporation requested approval from the

Department to terminate the Deed Notice because conditions that required the execution and recording of the Deed Notice no longer exist on a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue. The Department approved the request by way of letter dated April 27, 2011. Accordingly, the Department hereby executes this Termination of Deed Notice. Subject to the provisions of paragraph 4 below, the Department directs that the Deed Notice recorded in the Office of the Register of Hudson County in Deed Book 8715, Pages 412 (1 through 20) shall be terminated and discharged. A metes and bounds description of a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue and a scaled map showing the boundaries of a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue are attached hereto as Exhibits A-2, and A-3 and B-1, respectively.

3. EXECUTION OF NEW DEED NOTICE FOR A PORTION OF ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE. Although the Department has determined that a change in conditions warrants the termination of the Deed Notice as to a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue, the Department also has determined that soil contamination remains on a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue, in concentrations that do not allow for the unrestricted use of the Property. Thus, the approved remedial action includes a new Deed Notice for a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue. The new Deed Notice shall be executed and recorded by the City of Jersey City.

4. EFFECTIVE DATE OF TERMINATION OF DEED NOTICE. This Termination of Deed Notice shall take effect on the date this Termination of Deed Notice or the date the new Deed Notice for a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue is recorded in the Office of the Register of Hudson, whichever is later, or, if this Termination of Deed Notice and the new Deed Notice are simultaneously recorded in the Office of the Register of Hudson, on the date of such simultaneous recording.

5. SIGNATURES IN WITNESS WHEREOF, \_\_\_\_\_ [name of person/corporation etc. executing the Termination of Notice] and the New Jersey Department of Environmental Protection have executed this Termination of Notice, as of the date first written above.

WITNESS:

City of Jersey City

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title]

\_\_\_\_\_  
[Print name]

\_\_\_\_\_  
[Print title]

STATE OF NEW JERSEY

SS.:

COUNTY OF HUDSON

I certify that on \_\_\_\_\_ [month day, year],  
\_\_\_\_\_ [name of witness] personally came before me, and this person  
acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the City of Jersey City, the municipal corporation named in this document;

(b) this person is the attesting witness to the signing of this document by  
\_\_\_\_\_ who is the Mayor of the City of Jersey City;

(c) this document was signed and delivered by the corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the corporation which was affixed to this document;  
and

(e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name and Title of Attesting Witness]

\_\_\_\_\_, Notary Public

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name]

WITNESS:

New Jersey Department of  
Environmental Protection

\_\_\_\_\_  
[Signature]

By: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print name and title]

\_\_\_\_\_  
[Print name and title]

STATE OF NEW JERSEY  
COUNTY OF MERCER

SS.:

I certify that on \_\_\_\_\_ [month day, year],  
\_\_\_\_\_ [insert name of person executing document on behalf of  
the New Jersey Department Environmental Protection] personally came before me, and this  
person acknowledged under oath, to my satisfaction, that this person:

(a) Is \_\_\_\_\_ [insert title] and is authorized to execute this document on  
behalf of the New Jersey Department of Environmental Protection;

(b) Signed, sealed and delivered this document as his or her act and deed in his capacity as  
\_\_\_\_\_ [title] of the New Jersey Department of Environmental  
Protection; and

(c) This document was signed and delivered by the New Jersey Department of  
Environmental Protection as its voluntary act, duly authorized.

\_\_\_\_\_, Notary Public  
[Signature]

\_\_\_\_\_  
[Print name]

RECORD AND RETURN TO:

[Name of person who prepared the Termination of Notice]

[Address]

EXHIBIT A-2

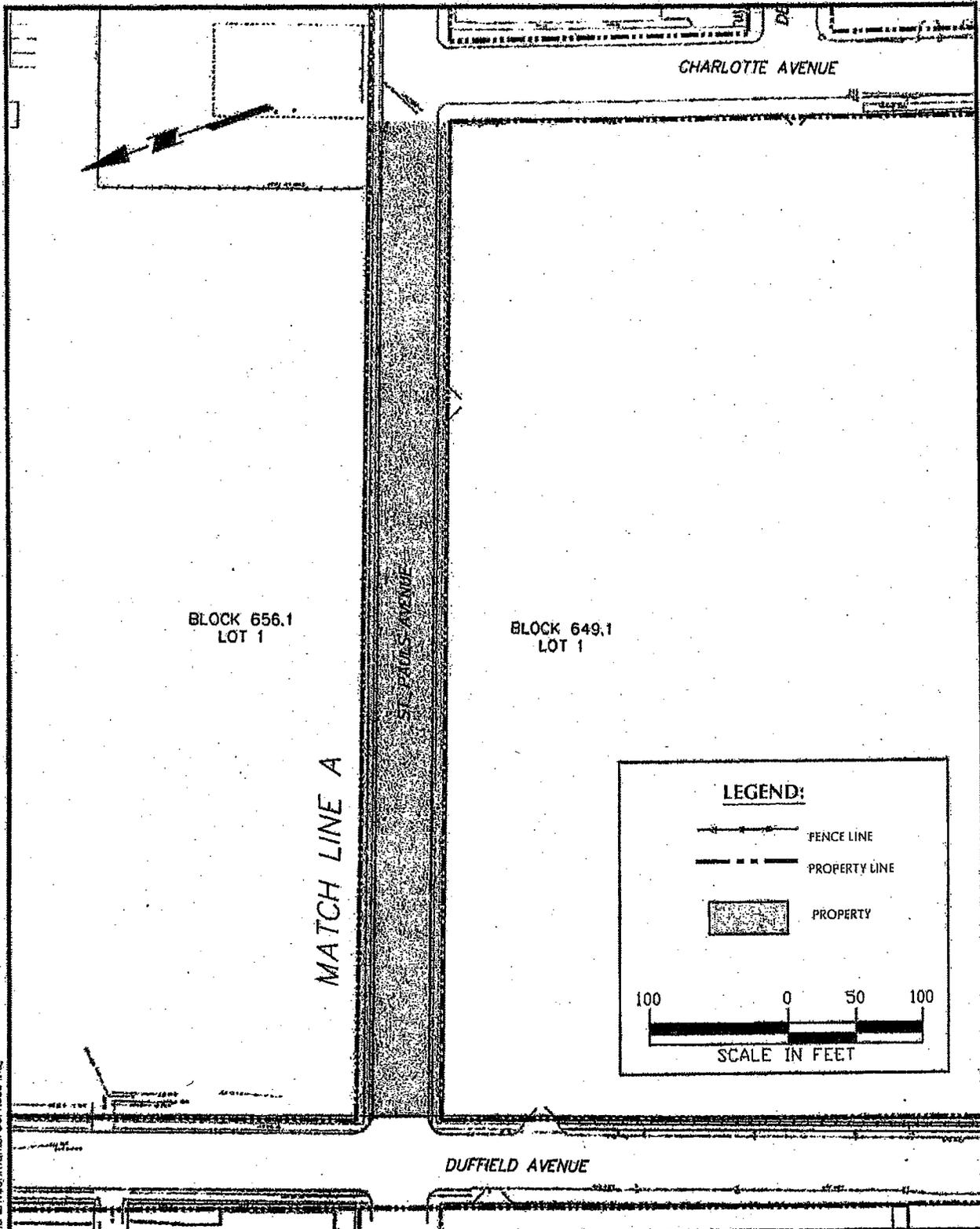
Metes and Bounds Description

EXHIBITS A-3 and B-1

Scaled Map of the Property and Institutional/Engineering Control Boundaries

**Exhibit A-2**  
**Metes and Bounds Description of Property**

All land located in the City of Jersey City, County of Hudson, State of New Jersey, bounded to the north by Block 656.1, Lot 1, to the south by Block 649.1, Lot 1, to the west by Duffield Avenue, and to the east by Charlotte Avenue.



**LEGEND:**

- FENCE LINE
- PROPERTY LINE
- PROPERTY

100      0      50      100

SCALE IN FEET

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NJ Certificate of Authorization No: 24GA27998400

Project      PSEC FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTERST #0014169

ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE  
JERSEY CITY      NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	10/23/07	1" = 100'	A-3



Prepared by:  
[Signature]

JACQUES BENARUCH

[Print name below signature]

Recorded by:

\_\_\_\_\_  
[Signature, Officer of County Recording Office]

\_\_\_\_\_  
[Print name below signature]

### NOTICE

This Notice is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_, by the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302 (together with its successors and assigns, collectively "Owner").

1. **THE PROPERTY.** The City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, is the owner in fee simple of certain real property designated as a portion of Duffield Avenue between Howell Street and Meadow Street on the tax map of the City of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site that which includes this property is 0014169; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof. (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Case Management was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. 0014169/NJD981084817.

3. **SOIL CONTAMINATION.** PSEG Services Corporation (PSEG SC) has remediated contaminated soil at the Property and the New Jersey Department of Environmental Protection approved a remedial action on March 10, 2008, such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that acceptance, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to subsequent owners, lessees and operators of the restrictions and the monitoring,

maintenance, and biennial certification requirements outlined in this Notice and required by law, as set forth herein.

**5A. RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the site, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

**5B. ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property; to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.

**6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.**

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

**6B. EMERGENCIES.** In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

- i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;
- ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;
- iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;
- iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;
- v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent

reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413]

**7A. MONITORING AND MAINTENANCE OF NOTICE, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Notice, and certify to the Department on a biennial basis that the remedial action that includes this Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the notice shall include all of the following:

- i. Monitoring and maintaining this Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Notice continues to be protective of the public health and safety and of the environment;
- ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Notice remains protective of the public health and safety and of the environment.
- iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the notice that indicates when the notice was recorded.

**7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the notice that indicates when the notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

#### 9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Area at the property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Area, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413.

#### 10. ENFORCEMENT OF VIOLATIONS.

i. This Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Notice. To enforce violations of this Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

#### 13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Notice where performance of subsequent remedial actions, a change of conditions at the site, or the adoption of revised remediation standards suggest that modification of the Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Notice because the conditions which triggered the need for this Notice are no longer applicable.

iii. This Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk/Register or Deeds and Mortgages of Hudson County, New Jersey, expressly modifying or terminating this Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the property (for example, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the property, including reference to tax lot and block numbers for the property;

iii. Exhibit A-3: Property Map - A scaled map of the property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the property map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation (or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2).

14C. EXHIBIT C: Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Notice as Institutional Control: Exhibit C-1 includes a narrative description of the restriction and obligations of this Notice that are in addition to those describe above, as follows:

(A) General Description of this Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Notice; and

(3) The objective of the restrictions;

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the property is consistent with the restrictions in this Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Notice;

(2) Land use at the site is consistent with the restrictions in this Notice; and

(3) The remedial action that includes this Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt, Concrete, and Soil Cap: Exhibit C-2 includes a narrative description of the cap as follows:

(A) General Description of the engineering control:

- (1) Description of the engineering control;
- (2) The objective of the engineering control; and
- (3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Notice;

(2) The engineering controls continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Notice as of the date first written above.

ATTEST:

City of Jersey City

\_\_\_\_\_  
[Print name and title]

By \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON SS.:

I certify that on \_\_\_\_\_, \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the City of Jersey City, the municipal corporation named in this document;

(b) this person is the attesting witness to the signing of this document by \_\_\_\_\_, who is the Mayor of the City of Jersey City;

(c) this document was signed and delivered by the municipal corporation as its voluntary act and was duly authorized;

(d) this person knows the proper seal of the municipal corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
City Clerk

Signed and sworn before me on \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
[Print name and title]

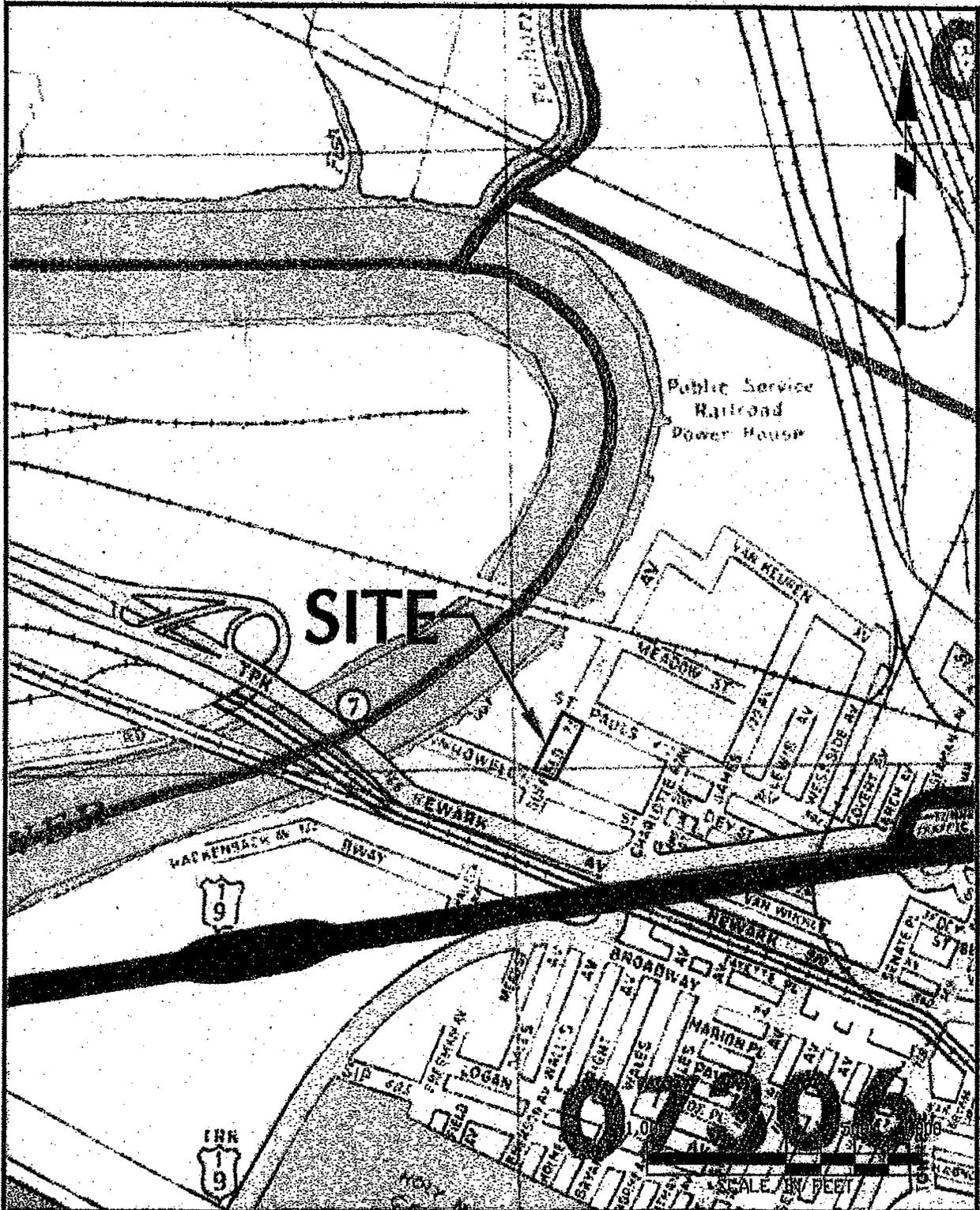
**EXHIBIT A**

**Maps and Metes and Bounds Description  
Hudson County  
City of Jersey City  
Duffield Avenue between Howell Street and Meadow Street**

**Exhibit A-1: Vicinity Map**

**Exhibit A-2: Metes and Bounds Description of Property**

**Exhibits A-3-1 and A-3-2: Property Maps**



**SITE**

Public Service  
Railroad  
Power House

REFERENCE: HAGSTROM MAP OF HUDSON COUNTY, NEW JERSEY, 2000.

**LANGAN**  
ENGINEERING & ENVIRONMENTAL SERVICES

River Drive Center 1 Elmwood Park, NJ 07407  
P: 201.794.6900 F: 201.794.0366  
www.langan.com

NEW JERSEY PENNSYLVANIA NEW YORK CONNECTICUT FLORIDA NEVADA

NJ Certificate of Authorization No: 24GA27996400

Project

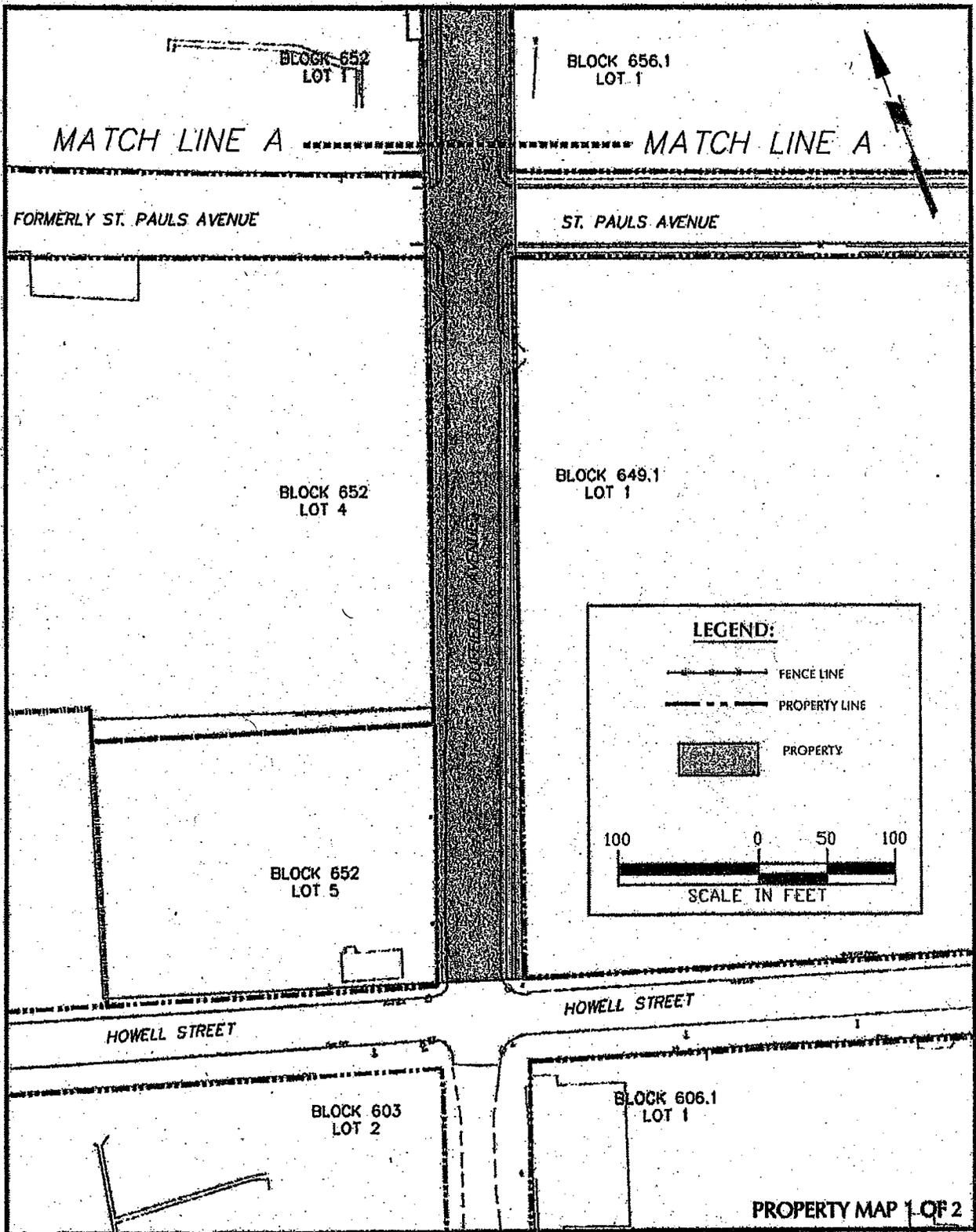
PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-1: VICINITY MAP  
PROGRAM INTERST #0014169  
DUFFIELD AVENUE BETWEEN HOWELL STREET AND ST. PAULS AVENUE

Project No.	Date	Scale	Dwg. No.
1898401	10/23/07	1" = 1000'	A-1

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**Exhibit A-2**  
**Metes and Bounds Description of Property**

All land located in the City of Jersey City, County of Hudson, State of New Jersey known as Duffield Avenue, bounded to the south by Howell Street, to the west by Block 652, Lots 1, 4 and 5 and the Former St. Pauls Avenue right-of-way, to the east by Block 649.1, Lot 1, and Block 656.1, Lot 1, and to the north at a distance of 125 feet north of the centerline of St. Pauls Avenue.



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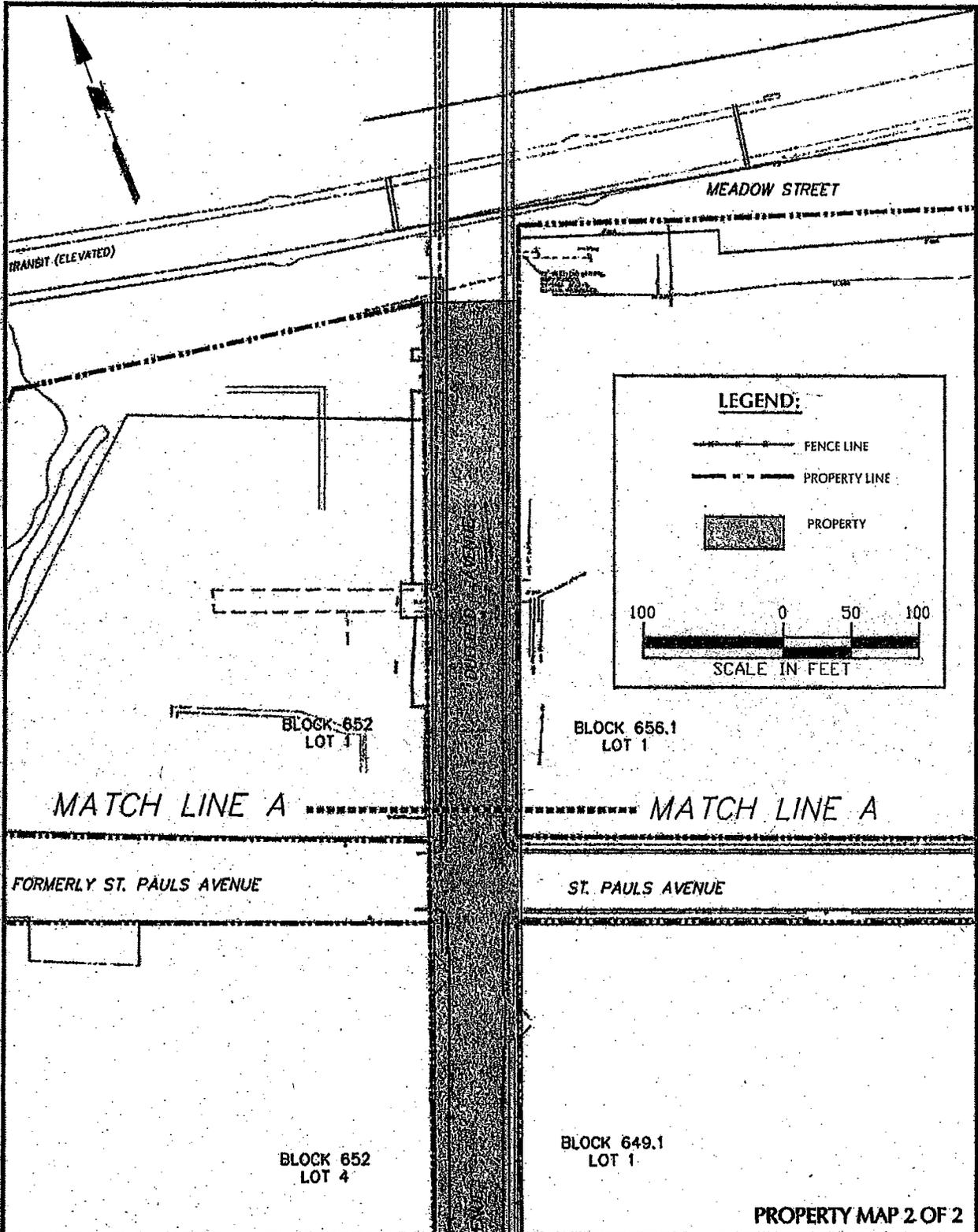
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NJ Certificate of Authorization No: 24GA27896400

Project PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTEREST #0014169  
DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET  
JERSEY CITY NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	10/23/07	1" = 100'	A-3-1



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NJ Certificate of Authorization No: 24GA27996400

Project

PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTERST #0014169  
DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET  
JERSEY CITY NEW JERSEY

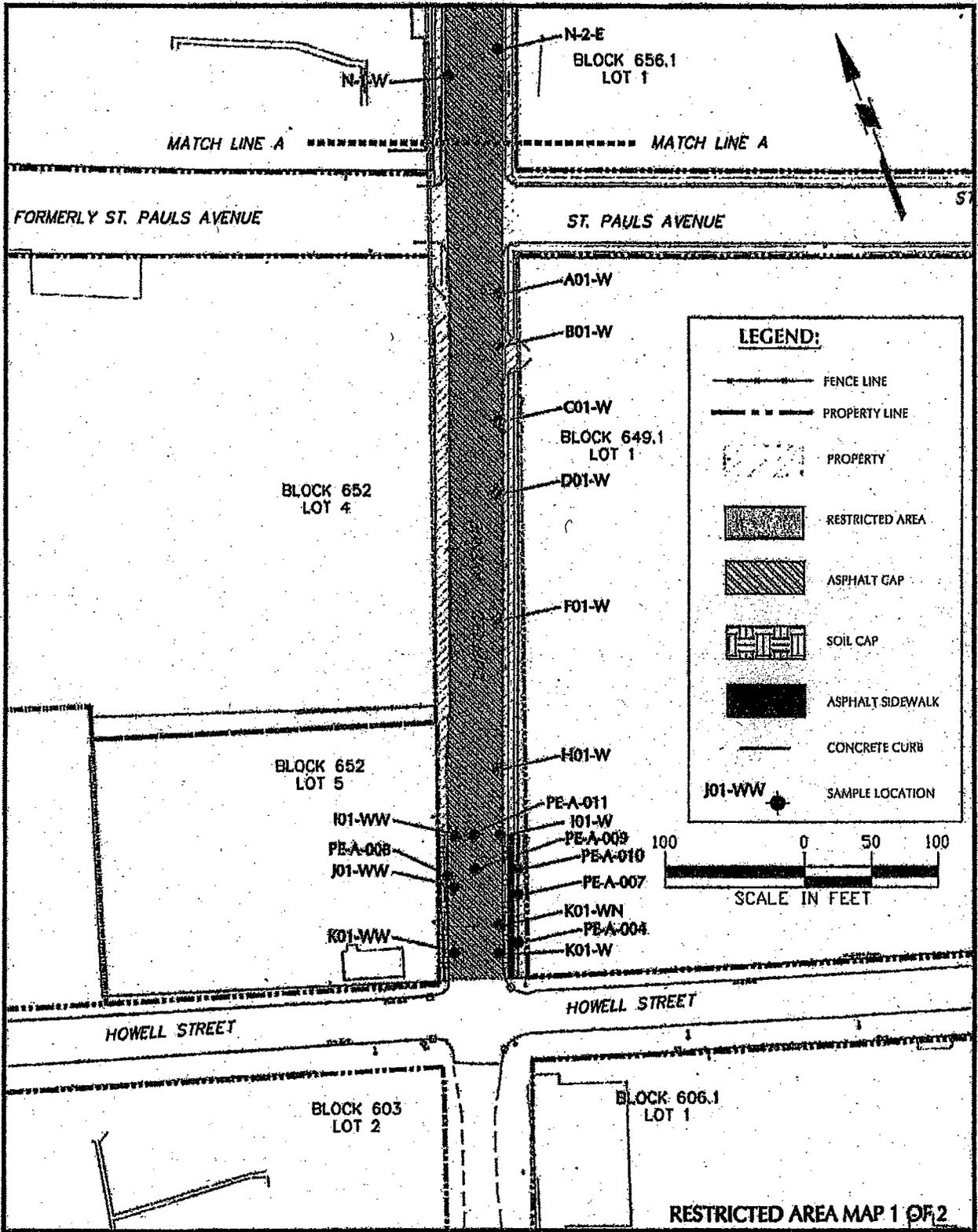
Project No. 1898401	Date 10/23/07	Scale 1" = 100'	Fig. No. A-3-2
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**EXHIBIT B**

**Description of Restricted Area  
Hudson County  
City of Jersey City  
Duffield Avenue between Howell Street and Meadow Street**

**Exhibits B-1-1 and B-1-2: Restricted Area Maps**

**Exhibit B-2: Restricted Area Data Table**



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NJ Certificate of Authorization No: 24GA27996406

Project

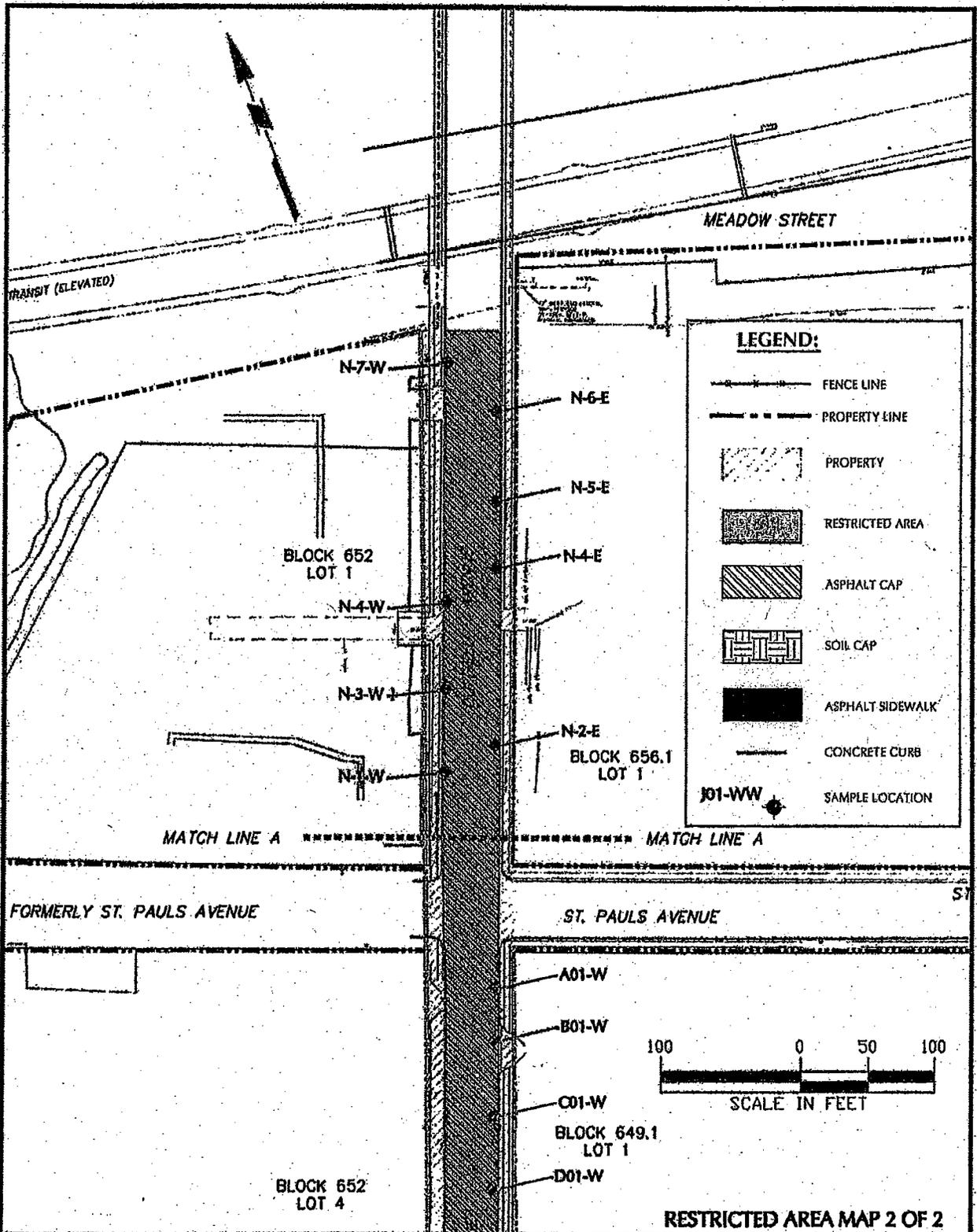
PSEG FORMER WEST END GAS WORKS  
EXHIBIT B-1: RESTRICTED AREA MAP  
PROGRAM INTERST #0014169

DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET

JERSEY CITY

NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	10/23/07	1" = 100'	B-1-1



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NEW JERSEY PENNSYLVANIA NEW YORK CONNECTICUT FLORIDA  
NJ Certificate of Authorization No: 24GA27896400

Project

PSEG FORMER WEST END GAS WORKS  
EXHIBIT B-1: RESTRICTED AREA MAP  
PROGRAM INTEREST #0014169

DUFFIELD AVENUE BETWEEN HOWELL STREET AND MEADOW STREET

JERSEY CITY

NEW JERSEY

Project No.	Date	Scale	Fig. No.
1898401	06/16/11	1" = 100'	B-1-2

EXHIBIT B-2  
RESTRICTED AREA DATA TABLE  
DUFFIELD AVENUE  
JERSEY CITY, NEW JERSEY

Sample Location	Sample Depth (feet below grade)	Sample Elevation (feet above mean sea level)	Contaminant	Gas Number	NJDEP RDCSCC (mg/kg)	NJDEP NRDCSCC (mg/kg)	NJDEP IGWSCC (mg/kg)	Concentration (mg/kg)
A01-W	10.5 to 11.0	-1.5 to -2.0	Antimony	7440-36-0	14	340	NS	42.8
B01-W	12.0 to 12.5 4.0 to 7.0	-3.0 to -3.5 5.0 to 2.0	Antimony Sheen	7440-36-0 NA	14 NA	340 NA	NS NA	20.8 NA
C01-W	13.5 to 14.0	-4.5 to -5.0	Benzene	71-43-2	3	13	1	1.1 J
D01-W	14.0 to 14.5 6.0 to 8.0	-5.0 to -5.5 3.0 to 1.0	Benzene Sheen	71-43-2 NA	3 NA	13 NA	1 NA	1.2 J NA
F01-W	13.5 to 14.0	-4.5 to -5.0	Benzene	71-43-2	3	13	1	12
H01-W	12.5 to 13.0 4.0 to 6.4	-3.5 to -4.0 5.0 to 3.5	Benzene Sheen	71-43-2 NA	3 NA	13 NA	1 NA	5.3 NA
I01-W I01-W	13.0 to 13.5 13.0 to 13.5	-4.0 to -4.5 -4.0 to -4.5	Benzene Antimony	71-43-2 7440-36-0	3 14	13 340	1 NS	38 19.3
K01-W K01-W (DUP-2)	12.0 to 12.5 12.0 to 12.5	-3.0 to -3.5 -3.0 to -3.5	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	2.4 1.7
K01-WW	12.5 to 13.0	-3.5 to -4.0	Benzene	71-43-2	3	13	1	7.9
K01-WW	12.0 to 12.5	-3.0 to -3.5	Antimony	7440-36-0	14	340	NS	14.3 J
J01-WW	16.5 to 17.0	-7.5 to -8.0	Arsenic	7440-38-2	20	20	NS	42.8
I01-WW I01-WW	13.0 to 13.5 13.0 to 13.5	-4.0 to -4.5 -4.0 to -4.5	Benzo(a) pyrene Antimony	50-32-0 7440-36-0	0.06 14	0.88 340	100 NS	0.71 J 15 J
N-7-W	13.5 to 14.0	-3.5 to -4.0	Total Chromium <sup>VI</sup>	7440-47-3	240(a), 270(b)	6,100(a), 20(b)	NS	20.2
N-6-E	13.0 to 13.5 7.0 to 7.5	-3.0 to -3.5 3.0 to 2.5	Total Chromium <sup>VI</sup> Sheen	7440-47-3 NA	240(a), 270(b) NA	6,100(a), 20(b) NA	NS NA	20.8 NA
N-6-E	5.0 to 7.3	5.0 to 2.7	Sheen	NA	NA	NA	NA	NA
N-4-W N-4-W (DUP)	13.0 to 13.5 13.0 to 13.5	-3.0 to -3.5 -3.0 to -3.5	Total Chromium <sup>VI</sup> Total Chromium <sup>VI</sup>	7440-47-3 7440-47-3	240(a), 270(b) 240(a), 270(b)	6,100(a), 20(b) 6,100(a), 20(b)	NS NS	23.5 24
N-4-E	13.0 to 13.5	-3.0 to -3.5	Total Chromium <sup>VI</sup>	7440-47-3	240(a), 270(b)	6,100(a), 20(b)	NS	22.6
N-3-W	14.0 to 14.5	-4.0 to -4.5	Total Chromium <sup>VI</sup>	7440-47-3	240(a), 270(b)	6,100(a), 20(b)	NS	24.8
N-2-E	11.0 to 11.5	-1.0 to -1.5	Total Chromium <sup>VI</sup>	7440-47-3	240(a), 270(b)	6,100(a), 20(b)	NS	28.2
N-1-W N-1-W	10.0 to 10.5 10.0 to 10.5	0.0 to -0.5 0.0 to -0.5	Total Chromium <sup>VI</sup> Antimony	7440-47-3 7440-36-0	240(a), 270(b) 14	6,100(a), 20(b) 340	NS NS	23.8 38.6
PE-A-004 PE-A-004DL	12.0 to 12.5 12.0 to 12.5	-3.0 to -3.5 -3.0 to -3.5	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	6.7 E 22 D
PE-A-007 PE-A-007DL	12.75 to 13.25 12.75 to 13.25	-3.75 to -4.25 -3.75 to -4.25	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	15 E 28 D
PE-A-008 PE-A-008DL PE-A-008(DUP) PE-A-008DL(DUP)	13.0 to 13.5 13.0 to 13.5 13.0 to 13.5 13.0 to 13.5	-4.0 to -4.5 -4.0 to -4.5 -4.0 to -4.5 -4.0 to -4.5	Benzene Benzene Benzene Benzene	71-43-2 71-43-2 71-43-2 71-43-2	3 3 3 3	13 13 13 13	1 1 1 1	21 E 23 D 7.8 E 23 D
PE-A-009 PE-A-009DL	12.25 to 12.75 12.25 to 12.75	-3.25 to -3.75 -3.25 to -3.75	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	8.7 E 30 D
PE-A-010 PE-A-010DL	12.75 to 13.25 12.75 to 13.25	-3.75 to -4.25 -3.75 to -4.25	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	8.4 E 26 D
PE-A-011 PE-A-011DL	12.25 to 12.75 12.25 to 12.75	-3.25 to -3.75 -3.25 to -3.75	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	11.5 E 31 D

Notes:

- Elevation is based on the National Geodetic Vertical Datum of 1929.
- Sample was analyzed for total chromium; therefore, concentrations were compared to the most stringent Hexavalent Chromium Soil Cleanup Criteria.
  - Hexavalent chromium criterion based on inhalation exposure pathway.
  - Hexavalent chromium criterion based on allergic contact dermatitis pathway.
- NJDEP = New Jersey Department of Environmental Protection
- RDCSCC = Residential Direct Contact Soil Cleanup Criteria
- NRDCSCC = Non-Residential Direct Contact Soil Cleanup Criteria
- IGWSCC = Impact to Groundwater Soil Cleanup Criteria
- J = Indicates an estimated value.
- NS = No Standard
- DL/D = Reported value is from a secondary analysis with a dilution factor. The original analysis exceeded the calibration range.
- E = Analysis exceeded the laboratory calibration range.
- NA = Not applicable

**EXHIBIT C**

**Narrative Description of Institutional and Engineering Controls  
Hudson County  
City of Jersey City  
Duffield Avenue between Howell Street and Meadow Street**

**Exhibit C-1: Notice as Institutional Control**

**Exhibit C-2: Asphalt, Concrete, and Soil Cap as Engineering Control**

**Exhibit C-1**  
**Notice as Institutional Control**

As depicted in Exhibit B-1, the Restricted Area is identified as a portion of Duffield Avenue between Howell Street and Meadow Street. The northern edge of the Restricted Area is located a distance of 125 feet north of the centerline of St. Pauls Avenue. The southern edge of the Restricted Area is located a distance of 27 feet north of the centerline of Howell Street. The Restricted Area occupies 28,358 square feet (0.65 acre) and ranges in depth from approximately 10 feet below grade to 17 feet below grade. These depths correspond to approximate elevations of 0.0 feet above mean sea level (msl) to -8.0 feet above msl based on NGVD 1929.

A Notice will be applied to the Restricted Area as described above and in Exhibit B. The objective of this Notice is to prevent direct contact with soils exceeding the currently proposed New Jersey Department of Environmental Protection Residential Direct Contact Soil Cleanup Criteria. Therefore, this Notice restricts intrusive activities (i.e., excavation) from occurring within the area and depth limits of the Restricted Area.

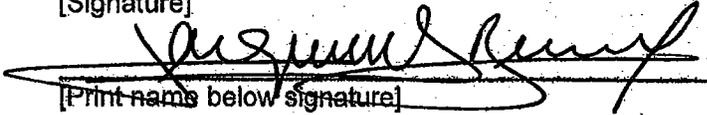
In accordance with N.J.A.C. 7:26E-8.4, monitoring of this Notice and preparation of biennial certifications shall be conducted by the persons responsible for conducting the remedial action, the owner of the site at the time of the remedial action, or any owner, lessee, or operator of the Site. Monitoring shall consist of identification and evaluation of zoning or land use changes, yearly inspection, an evaluation of laws, regulations and remediation standards, and development of a monitoring log. Documentation of the monitoring activities shall be provided in the biennial certification, which shall be prepared in accordance with N.J.A.C. 7:26E-8.5.

**Exhibit C-2**  
**Asphalt, Concrete, and Soil Cap as Engineering Control**

The Restricted Area located within the roadway is capped with a minimum of 6 inches of asphalt base course material and 2 inches of bituminous asphalt surface course material. A minimum of 10 feet of certified clean soils also underlies the asphalt cap in the southernmost 105 feet of roadway within the Restricted Area. The Restricted Area underlying the curb is capped with a minimum of 9 feet of certified clean soils, followed by 20 inches of concrete. The Restricted Area underlying the sidewalks is capped with a minimum of 10 feet of certified clean soils, followed by 4 inches of asphalt. Soil areas within the Restricted Area are capped with a minimum of 10.5 feet of certified clean soils. This asphalt, concrete, and soil cover (i.e., cap) shall be maintained over the underlying contaminated soils in the Restricted Area at all times. This cap prevents direct contact with underlying soils that contain contaminants exceeding the New Jersey Department of Protection Residential Direct Contact Soil Cleanup Criteria. No excavating or other intrusive work is permitted within the cap or underlying soils without following the requirements of this Notice.

In accordance with N.J.A.C. 7:26E-8.4, monitoring of this engineering control and preparation of biennial certifications shall be conducted by the persons responsible for conducting the remedial action, the owner of the site at the time of the remedial action, or any owner, lessee, or operator of the site. In accordance with N.J.A.C. 7:26E-8.7, monitoring shall consist of the following: periodic inspections (a minimum of once per year); an evaluation of laws, regulations, and remedial standards; and, development of a monitoring log. Documentation of the monitoring activities shall be provided in the biennial certification, which shall be prepared in accordance with N.J.A.C. 7:26E-8.7.

Prepared by: JACQUES BENAROCK  
[Signature]

  
[Print name below signature]

Recorded by:  
\_\_\_\_\_  
[Signature, Officer of County Recording Office]

\_\_\_\_\_  
[Print name below signature]

**NOTICE**

This Notice is made as of the \_\_\_\_ day of \_\_\_\_\_, 201\_, by the City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302 (together with its successors and assigns, collectively "Owner").

1. **THE PROPERTY.** The City of Jersey City, 280 Grove Street, Jersey City, New Jersey 07302, is the owner in fee simple of certain real property designated as a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue on the tax map of the City of Jersey City, Hudson County; the New Jersey Department of Environmental Protection Program Interest Number (Preferred ID) for the contaminated site that which includes this property is 0014169; and the property is more particularly described in Exhibit A, which is attached hereto and made a part hereof (the "Property").

2. **DEPARTMENT'S ASSIGNED BUREAU.** The Bureau of Case Management was the New Jersey Department of Environmental Protection program that was responsible for the oversight of the remediation of the Property. The matter was Case No. 0014169/NJD981084817.

3. **SOIL CONTAMINATION.** Public Service Enterprises Group Services Corporation (PSEG SC) has remediated contaminated soil at the Property and the New Jersey Department of Environmental Protection approved a remedial action on March 10, 2008 such that soil contamination remains in certain areas of the Property which contains contaminants in concentrations that do not allow for the unrestricted use of the Property; this soil contamination is described, including the type, concentration and specific location of such contaminants, in Exhibit B, which is attached hereto and made a part hereof. As a result, there is a statutory requirement for this Notice and engineering controls in accordance with N.J.S.A. 58:10B-13.

4. **CONSIDERATION.** In accordance with the New Jersey Department of Environmental Protection's approval of the remedial action work plan for the remediation of the site which included the Property, and in consideration of the terms and conditions of that acceptance, and other good and valuable consideration, Owner has agreed to subject the Property to certain statutory and regulatory requirements which impose restrictions upon the use of the Property, to restrict certain uses of the Property, and to provide notice to

subsequent owners, lessees and operators of the restrictions and the monitoring, maintenance, and biennial certification requirements outlined in this Notice and required by law, as set forth herein.

**5A. RESTRICTED AREAS.** Due to the presence of these contaminants, the Owner has agreed, as part of the remedial action for the site, to restrict the use of certain parts of the Property (the "Restricted Areas"); a narrative description of these restrictions, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C, which is attached hereto and made a part hereof. The Owner has also agreed to maintain a list of these restrictions on site for inspection by governmental enforcement officials.

**5B. ENGINEERING CONTROLS.** Due to the presence and concentration of these contaminants, the Owner has also agreed, as part of the remedial action for the Property, to the placement of certain engineering controls on the Property; a narrative description of these engineering controls, along with the associated monitoring and maintenance activities and the biennial certification requirements are provided in Exhibit C.

**6A. ALTERATIONS, IMPROVEMENTS, AND DISTURBANCES.**

i. Except as provided in Paragraph 6B, below, no person shall make, or allow to be made, any alteration, improvement, or disturbance in, to, or about the Property which disturbs any engineering control at the Property without first obtaining the express written consent of the Department of Environmental Protection. Nothing herein shall constitute a waiver of the obligation of any person to comply with all applicable laws and regulations including, without limitation, the applicable rules of the Occupational Safety and Health Administration. To request the consent of the Department of Environmental Protection, contact:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

ii. Notwithstanding subparagraph 6A.i., above, the Department of Environmental Protection's express written consent is not required for any alteration, improvement, or disturbance provided that the owner, lessee or operator:

(A) Notifies the Department of Environmental Protection of the activity by calling the DEP Hotline, at 1-877-WARN-DEP or 1-877-927-6337, within twenty-four (24) hours after the beginning of each alteration, improvement, or disturbance;

(B) Restores any disturbance of an engineering control to pre-disturbance conditions within sixty (60) calendar days after the initiation of the alteration, improvement or disturbance;

(C) Ensures that all applicable worker health and safety laws and regulations are followed during the alteration, improvement, or disturbance, and during the restoration;

(D) Ensures that exposure to contamination in excess of the applicable remediation standards does not occur;

(E) Submits a written report, describing the alteration, improvement, or disturbance, to the Department of Environmental Protection within sixty (60) calendar days after the end of each alteration, improvement, or disturbance. The owner, lessee or operator shall include in the report the nature of the alteration, improvement, or disturbance, the dates and duration of the alteration, improvement, or disturbance, the name of key individuals and their affiliations conducting the alteration, improvement, or disturbance, a description of the notice the Owner gave to those persons prior to the disturbance, the amounts of soil generated for disposal, if any, the final disposition and any precautions taken to prevent exposure. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

**6B. EMERGENCIES.** In the event of an emergency which presents, or may present, an unacceptable risk to the public health and safety, or to the environment, any person may temporarily breach any engineering control provided that that person complies with each of the following:

i. Immediately notifies the Department of Environmental Protection of the emergency, by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

ii. Limits both the actual disturbance and the time needed for the disturbance to the minimum reasonably necessary to adequately respond to the emergency;

iii. Implements all measures necessary to limit actual or potential, present or future risk of exposure to humans or the environment to the contamination;

iv. Notifies the Department of Environmental Protection when the emergency has ended by calling the DEP Hotline at 1-877-WARNDEP or 1-877-927-6337;

v. Restores the engineering control to the pre-emergency conditions as soon as possible, and provides a written report to the Department of Environmental Protection of such emergency and restoration efforts within sixty (60) calendar days after completion of the restoration of the engineering control. The report must include all information pertinent to the emergency, potential discharges of contaminants, and restoration measures that were implemented, which, at a minimum, should specify: (a) the nature and likely cause of the emergency, (b) the potential discharges of or exposures to contaminants, if any, that may have occurred, (c) the measures that have been taken to

mitigate the effects of the emergency on human health and the environment, (d) the measures completed or implemented to restore the engineering control, and (e) the changes to the engineering control or site operation and maintenance plan to prevent reoccurrence of such conditions in the future. The owner, lessee, or operator shall submit the report to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413

**7A. MONITORING AND MAINTENANCE OF NOTICE, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the persons responsible for conducting the remediation, the Owner, and the subsequent owners, lessees, and operators, shall monitor and maintain this Notice, and certify to the Department on a biennial basis that the remedial action that includes this Notice remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The specific obligations to monitor and maintain the notice shall include all of the following:

i. Monitoring and maintaining this Notice according to the requirements in Exhibit C, to ensure that the remedial action that includes the Notice continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes this Notice remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes this Notice, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the notice that indicates when the notice was recorded.

**7B. MONITORING AND MAINTENANCE OF ENGINEERING CONTROLS, AND PROTECTIVENESS CERTIFICATION.** The persons in any way responsible, pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11a et seq., for the hazardous substances that remain at the Property, the person responsible for conducting the remediation, and, the Owner, and the subsequent owners, lessees, and operators, shall maintain all engineering controls at the Property and certify to the Department on a biennial basis that the remedial action of which each engineering control is a part remains protective of the public health and safety and of the environment. The subsequent owners, lessees and operators have this obligation only during their ownership, tenancy, or operation. The

specific obligations to monitor and maintain the engineering controls shall include the following:

i. Monitoring and maintaining each engineering control according to the requirements in Exhibit C, to ensure that the remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment;

ii. Conducting any additional remedial investigations and implement any additional remedial actions, that are necessary to correct, mitigate, or abate each problem related to the protectiveness of the remedial action for the site prior to the date that the certification is due to the Department pursuant to iii, below, in order to ensure that the remedial action that includes the engineering control remains protective of the public health and safety and of the environment.

iii. Certify to the Department of Environmental Protection as to the continued protectiveness of the remedial action that includes the engineering control, on a form provided by the Department and consistent with N.J.A.C. 7:26C-1.2 (a)1, every two years on the anniversary of the date stamped on the notice that indicates when the notice was recorded.

8. ACCESS. The Owner and the subsequent owners, lessees and operators agree to allow the Department, its agents and representatives access to the Property to inspect and evaluate the continued protectiveness of the remedial action that includes this Notice and to conduct additional remediation to ensure the protection of the public health and safety and of the environment if persons responsible for monitoring the protectiveness of the remedial action, as described in Paragraph 7, above, fail to conduct such remediation pursuant to this Notice as required by law. The Owner, and the subsequent owners and lessees, shall also cause all leases, subleases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring that all holders thereof provide such access to the Department.

#### 9. NOTICES.

i. The Owner and the subsequent owners and lessees, shall cause all leases, grants, and other written transfers of an interest in the Restricted Areas to contain a provision expressly requiring all holders thereof to take the Property subject to the restrictions contained herein and to comply with all, and not to violate any of the conditions of this Notice. Nothing contained in this Paragraph shall be construed as limiting any obligation of any person to provide any notice required by any law, regulation, or order of any governmental authority.

ii. Owner and all subsequent owners and lessees shall notify any person intending to conduct invasive work or excavate within the Restricted Area at the property, including, without limitation, tenants, employees of tenants, and contractors of the nature and location of contamination in the Restricted Area, and, of the precautions necessary to minimize potential human exposure to contaminants.

iii. The Owner and the subsequent owners shall provide written notice to the Department of Environmental Protection at least thirty (30) calendar days before the

effective date of any conveyance, grant, gift, or other transfer, in whole or in part, of the owner's interest in the Restricted Area.

iv. The Owner and the subsequent owners shall provide written notice to the Department within thirty (30) calendar days following the owner's petition for or filing of any document initiating a rezoning of the Property. The Owner and the subsequent owners shall submit the written notice to:

Department of Environmental Protection  
Division of Remediation Management and Response  
Bureau of Operation, Maintenance, and Monitoring  
Notice Inspection Program  
P.O. Box 413  
401 E. State Street  
Trenton, NJ 08625-0413.

#### 10. ENFORCEMENT OF VIOLATIONS.

i. This Notice itself is not intended to create any interest in real estate in favor of the Department of Environmental Protection, nor to create a lien against the Property, but merely is intended to provide notice of certain conditions and restrictions on the Property and to reflect the regulatory and statutory obligations imposed as a conditional remedial action for this site.

ii. The restrictions provided herein may be enforceable solely by the Department against any person who violates this Notice. To enforce violations of this Notice, the Department may initiate one or more enforcement actions pursuant to N.J.S.A. 58:10-23.11u and require additional remediation and assess damages pursuant to N.J.S.A. 58:10-23.11g.

11. SEVERABILITY. If any court of competent jurisdiction determines that any provision of this Notice requires modification, such provision shall be deemed to have been modified automatically to conform to such requirements. If a court of competent jurisdiction determines that any provision of this Notice is invalid or unenforceable and the provision is of such a nature that it cannot be modified, the provision shall be deemed deleted from this instrument as though the provision had never been included herein. In either case, the remaining provisions of this Notice shall remain in full force and effect.

12. SUCCESSORS AND ASSIGNS. This Notice shall be binding upon Owner and upon Owner's successors and assigns, and subsequent owners, lessees and operators while each is an owner, lessee, or operator of the Property.

#### 13. MODIFICATION AND TERMINATION.

i. Any person may request in writing, at any time, that the Department modify this Notice where performance of subsequent remedial actions; a change of conditions at the site; or the adoption of revised remediation standards suggest that modification of the Notice would be appropriate.

ii. Any person may request in writing, at any time, that the Department terminate this Notice because the conditions which triggered the need for this Notice are no longer applicable.

iii. This Notice may be revised or terminated only upon filing of an instrument, executed by the Department, in the office of the County Clerk/Register or Deeds and Mortgages of Hudson County, New Jersey, expressly modifying or terminating this Notice.

14A. EXHIBIT A. Exhibit A includes the following maps of the Property and the vicinity:

i. Exhibit A-1: Vicinity Map - A map that identifies by name the roads, and other important geographical features in the vicinity of the property (for example, Hagstrom County Maps);

ii. Exhibit A-2: Metes and Bounds Description - A metes and bounds description of the property, including reference to tax lot and block numbers for the property;

iii. Exhibit A-3: Property Map - A scaled map of the property, scaled at one inch to 200 feet or less, and if more than one map is submitted, the maps shall be presented as overlays, keyed to a base map; and the property map shall include diagrams of major surface topographical features such as buildings, roads, and parking lots.

14B. EXHIBIT B. Exhibit B includes the following descriptions of the Restricted Areas:

i. Exhibit B-1: Restricted Area Map - A separate map for each restricted area that includes:

(A) As-built diagrams of each engineering control, including caps, fences, slurry walls, ground water monitoring wells, and ground water pumping system;

(B) As-built diagrams of any buildings, roads, parking lots and other structures that function as engineering controls; and

(C) Designation of all soil and sediment sample locations within the restricted areas that exceed any soil or sediment standard that are keyed into one of the tables described in the following paragraph.

ii. Exhibit B-2: Restricted Area Data Table - A separate table for each restricted area that includes:

(A) Sample location designation from Restricted Area map (Exhibit B-1);

(B) Sample elevation based upon mean sea level;

(C) Name and chemical abstract service registry number of each contaminant with a concentration that exceeds the unrestricted use standard;

(D) The restricted and unrestricted use standards for each contaminant in the table; and

(E) The remaining concentration of each contaminant at each sample location at each elevation (or if historic fill, include data from the Department's default concentrations at N.J.A.C. 7:26E-4.6, Table 4-2).

14C. EXHIBIT C. Exhibit C includes narrative descriptions of the institutional controls and engineering controls as follows:

i. Exhibit C-1: Notice as Institutional Control: Exhibit C-1 Includes a narrative description of the restriction and obligations of this Notice that are in addition to those describe above, as follows:

(A) General Description of this Notice:

(1) Description and estimated size of the Restricted Areas as described above;

(2) Description of the restrictions on the Property by operation of this Notice; and

(3) The objective of the restrictions;

(B) Description of the monitoring necessary to determine whether:

(1) Any disturbances of the soil in the Restricted Areas did not result in the unacceptable exposure to the soil contamination;

(2) There have been any land use changes subsequent to the filing of this Notice or the most recent biennial certification, whichever is more recent;

(3) The current land use on the property is consistent with the restrictions in this Notice;

(4) Any newly promulgated or modified requirements of applicable regulations or laws apply to the site; and

(5) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Notice;

(2) Land use at the site is consistent with the restrictions in this Notice; and

(3) The remedial action that includes this Notice continues to be protective of the public health and safety and of the environment.

ii. Exhibit C-2: Asphalt, Concrete, and Soil Cap: Exhibit C-2 includes a narrative description of the cap as follows:

(A) General Description of the engineering control:

- (1) Description of the engineering control;
- (2) The objective of the engineering control; and
- (3) How the engineering control is intended to function.

(B) Description of the operation and maintenance necessary to ensure that:

(1) Periodic inspections of each engineering control are performed in order to determine its integrity, operability, and effectiveness;

(2) Each engineering control continues as designed and intended to protect the public health and safety and the environment;

(3) Each alteration, excavation or disturbance of any engineering control is timely and appropriately addressed to maintain the integrity of the engineering control;

(4) This engineering control is being inspected and maintained and its integrity remains so that the remedial action continues to be protective of the public health and safety and of the environment;

(5) A record of the self-inspection dates, name of the inspector, results of the inspection and condition(s) of this engineering control. Sampling, for example, may be necessary if it is not possible to visually evaluate the integrity/performance of this engineering control; and

(6) Any new standards, regulations, or laws apply to the site that might necessitate additional sampling in order to evaluate the protectiveness of the remedial action which includes this Notice, and conduct the necessary sampling; and

(C) Description of the following items that will be included in the biennial certification:

(1) A monitoring report that describes the specific activities, pursuant to (A) and (B), above, conducted in support of the biennial certification of the protectiveness of the remedial action that includes this Notice;

(2) The engineering controls continues to operate as designed; and

(3) The remedial action that includes the engineering control continues to be protective of the public health and safety and of the environment.

15. SIGNATURES. IN WITNESS WHEREOF, Owner has executed this Notice as of the date first written above.

ATTEST:

City of Jersey City

\_\_\_\_\_  
[Print name and title]

By \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON SS.:

I certify that on \_\_\_\_\_ personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the City of Jersey City, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by \_\_\_\_\_, who is the Mayor of the City of Jersey City;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act and was duly authorized;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_, City Clerk

Signed and sworn before me on \_\_\_\_\_

\_\_\_\_\_, Notary Public

\_\_\_\_\_  
[Print name and title]

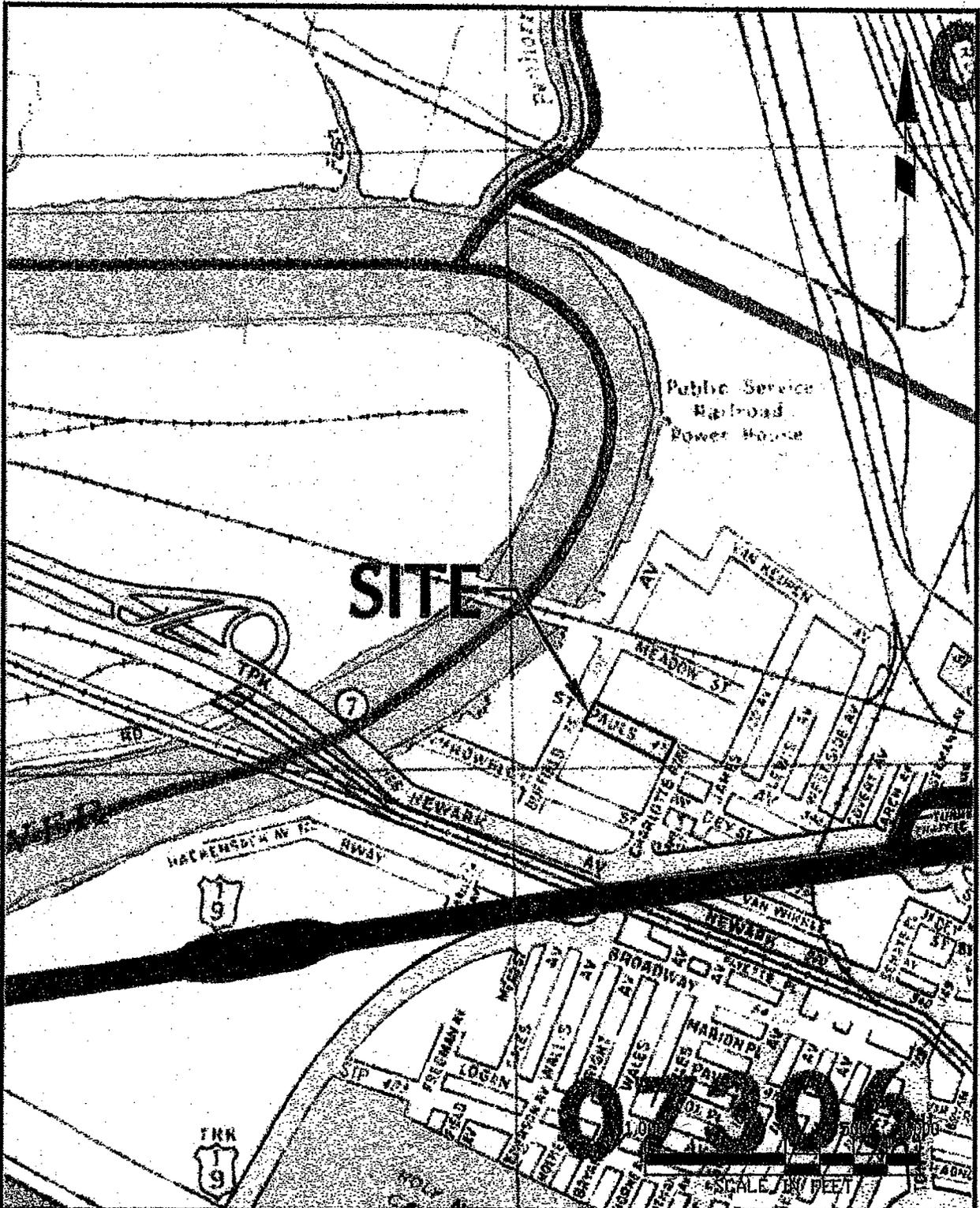
**EXHIBIT A**

**Maps and Metes and Bounds Description  
Hudson County  
City of Jersey City  
St. Pauls Avenue between Duffield Avenue and Charlotte Avenue**

**Exhibit A-1: Vicinity Map**

**Exhibit A-2: Metes and Bounds Description of Property**

**Exhibit A-3: Property Map**



REFERENCE: HAGSTROM MAP OF HUDSON COUNTY, NEW JERSEY, 2000.



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 NJ Certificate of Authorization No: 24GA27998400

Project

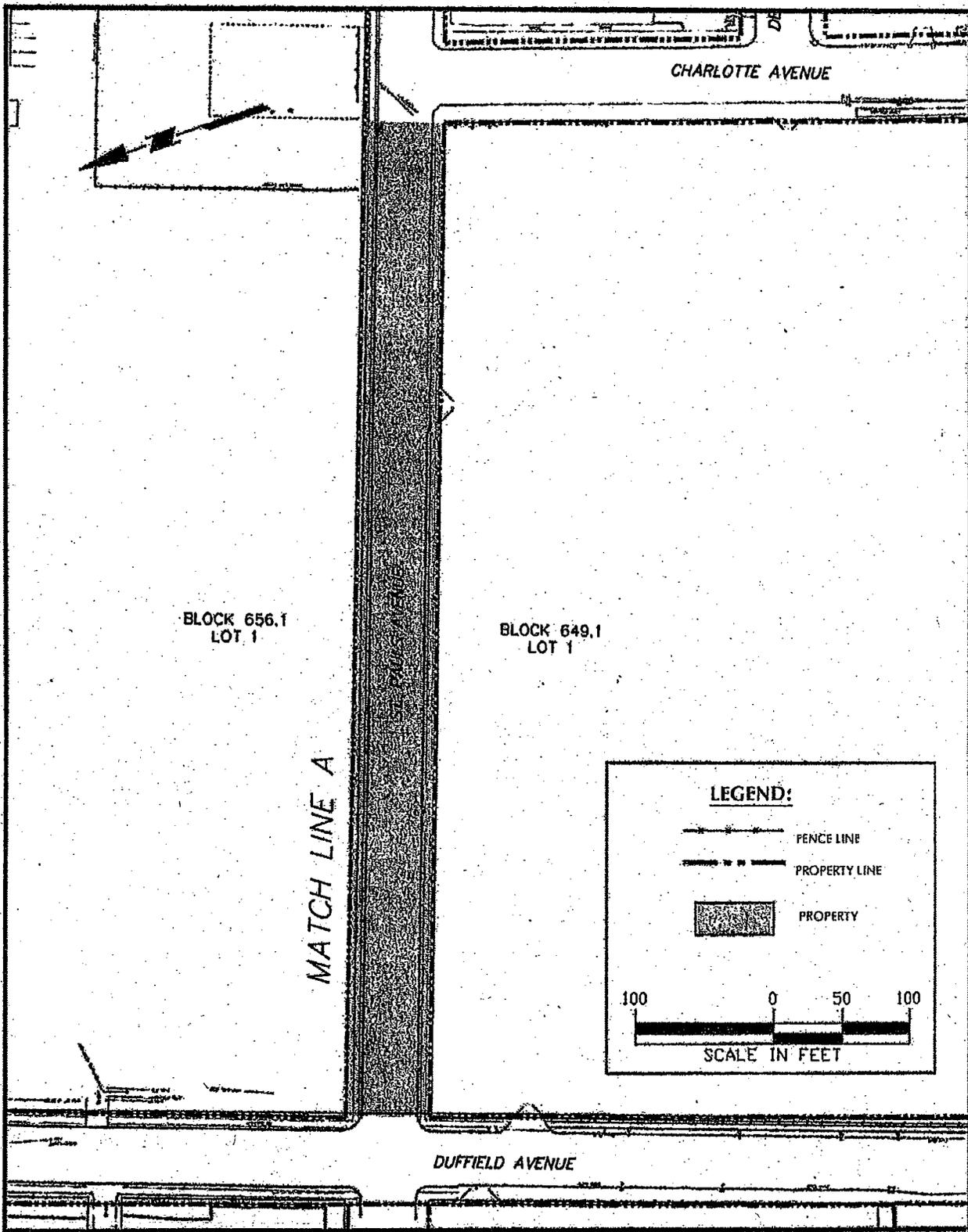
PSEG FORMER WEST END GAS WORKS  
 EXHIBIT A-1: VICINITY MAP  
 PROGRAM INTEREST #0014169  
 ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE  
 JERSEY CITY NEW JERSEY

Project No. 1898401	Date 10/23/07	Scale 1" = 1000'	Fig. No. A-1
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**Exhibit A-2**  
**Metes and Bounds Description of Property**

All land located in the City of Jersey City, County of Hudson, State of New Jersey, bounded to the north by Block 656.1, Lot 1, to the south by Block 649.1, Lot 1, to the west by Duffield Avenue, and to the east by Charlotte Avenue.



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NJ Certificate of Authorization No: 24GA27996400

Project PSEG FORMER WEST END GAS WORKS  
EXHIBIT A-3: PROPERTY MAP  
PROGRAM INTEREST #0014169  
ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE  
JERSEY CITY NEW JERSEY

Project No. 1898401	Date 10/23/07	Scale 1" = 100'	Fig. No. A-3
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**EXHIBIT B**

**Description of Restricted Area**

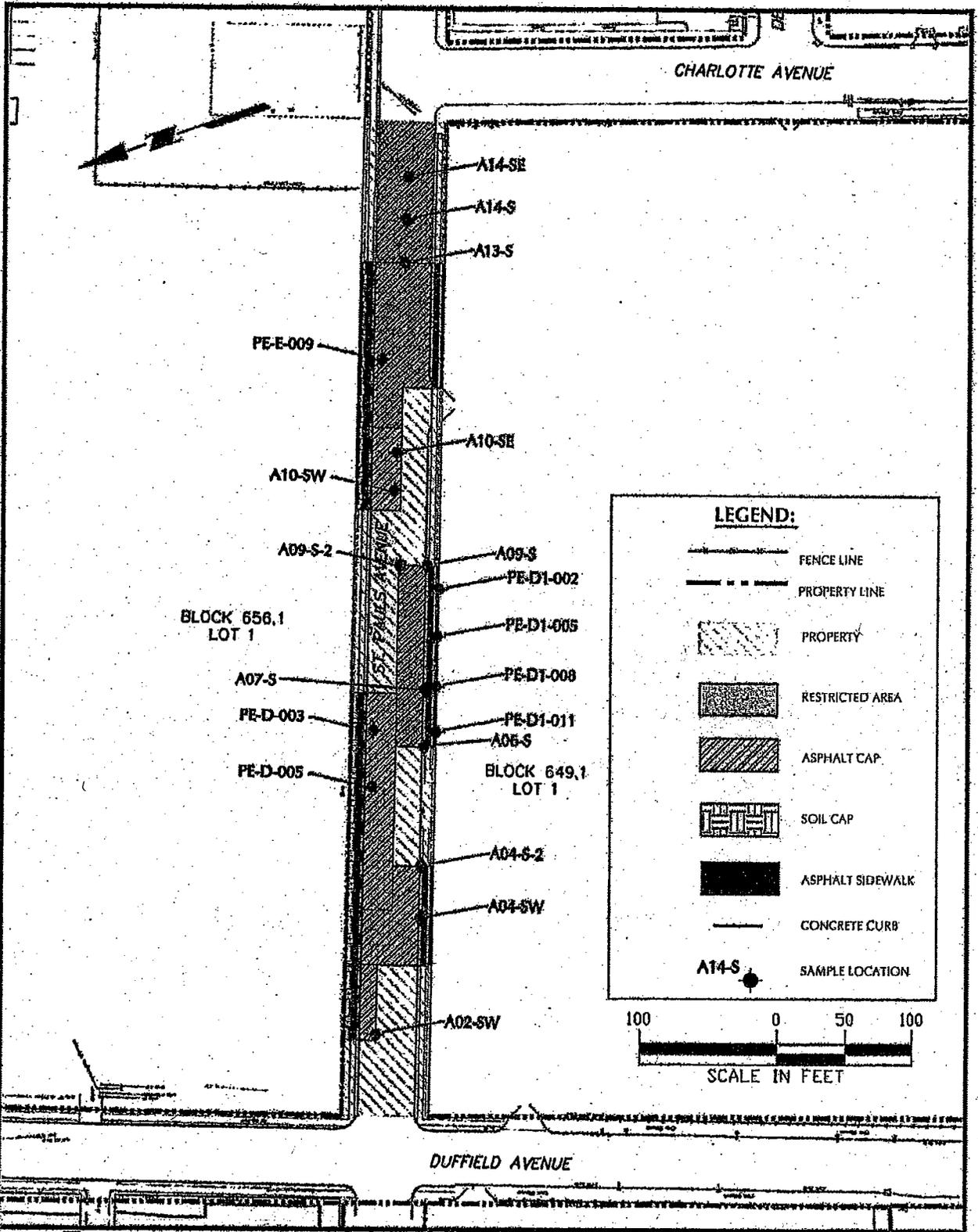
**Hudson County**

**City of Jersey City**

**St. Pauls Avenue between Duffield Avenue and Charlotte Avenue**

**Exhibit B-1: Restricted Area Map**

**Exhibit B-2: Restricted Area Data Table**



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		<b>Project</b> PSEG FORMER WEST END GAS WORKS EXHIBIT B-1: RESTRICTED AREA MAP PROGRAM INTEREST #0014169 <b>ST. PAULS AVENUE BETWEEN DUFFIELD AVENUE AND CHARLOTTE AVENUE</b> <b>JERSEY CITY NEW JERSEY</b>	
River Drive Center 1      Elmwood Park, NJ 07407 P: 201.794.6900              F: 201.794.0366 www.langan.com			
NEW JERSEY   PENNSYLVANIA   NEW YORK   CONNECTICUT   FLORIDA NJ Certificate of Authorization No: 24GAZ7998400		Project No. <b>1898401</b>	Date <b>06/16/11</b>
		Scale <b>1" = 100'</b>	Fig. No. <b>B-1</b>

EXHIBIT B-2  
 RESTRICTED AREA DATA TABLE  
 ST. PAULS AVENUE  
 JERSEY CITY, NEW JERSEY

Sample Location	Sample Depth (feet below grade)	Sample Elevation (feet above mean sea level)	Contaminant	CAS Number	NJDEP RDGSCC (mg/kg)	NJDEP NRDCSCC (mg/kg)	NJDEP IGWSCC (mg/kg)	Concentration (mg/kg)
A02-SW	12.0 to 12.6	-3.0 to -3.6	Thallium	7440-28-0	2	2	NS	12.8
A04-S-2	22.0 to 22.5	-13.0 to -13.5	Benzo(a)pyrene	60-52-8	0.86	0.86	100	1.42
A04-SW	11.5 to 12.0	-2.5 to -3.0	Thallium	7440-28-0	2	2	NS	7.73
A06-S	17.5 to 18.0 21.0 to 22.0	-6.5 to -9.0 -12.0 to -13.0	Oily Product Oily Product	NA NA	NA NA	NA NA	NA NA	NA NA
A07-S	8.0 to 9.5 12.0 to 14.0 9.5 to 10.5	4.0 to -0.5 -3.0 to -5.0 -0.5 to -1.5	Oily Product Oily Product Sheen	NA NA NA	NA NA NA	NA NA NA	NA NA NA	NA NA NA
A09-S	10.5 to 11.0 8.0 to 9.0	-1.5 to -2.0 1.0 to 0.0	Thallium Sheen	7440-28-0 NA	2 NA	2 NA	NS NA	8.2 NA
A09-S-2	10.5 to 11.0 8.0 to 9.0	-1.5 to -2.0 1.0 to 0.0	Thallium Sheen	7440-28-0 NA	2 NA	2 NA	NS NA	22.6 NA
A10-SW	9.5 to 10.0	-0.5 to -1.0	Thallium	7440-28-0	2	2	NS	23.4
A10-SE A10-SE (DUP)	9.5 to 10.0 9.5 to 10.0	-0.5 to -1.0 -0.5 to -1.0	Thallium Thallium	7440-28-0 7440-28-0	2 2	2 2	NS NS	20.1 13.9
A13-S	14.0 to 14.5	-3.75 to -4.25	Benzene	71-43-2	3	13	1	1.07
A14-SE	14.0 to 14.5	-3.0 to -3.5	Benzene	71-43-2	3	13	1	3.48
A14-S	14.0 to 14.5	-3.25 to -3.75	Benzene	71-43-2	3	13	1	28.1
PE-D-006 PE-D-006DL	10.5 to 11 10.5 to 11	-1.5 to -2.0 -1.5 to -2.0	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	2.4 E 2.2 JD
PE-D1-002 PE-D1-002DL	10.5 to 11 10.5 to 11	-1.5 to -2.0 -1.5 to -2.0	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	3.4 E 4.4 D
PE-E-009 PE-E-009DL	10.5 to 11 10.5 to 11	-1.0 to -1.5 -1.0 to -1.5	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	1.6 E 1.6 JD
PE-D1-005 PE-D1-005DL PE-D1-005DL2	9.5 to 10.0 9.5 to 10.0 9.5 to 10.0	-0.5 to -1.0 -0.5 to -1.0 -0.5 to -1.0	Benzene Benzene Benzene	71-43-2 71-43-2 71-43-2	3 3 3	13 13 13	1 1 1	32 E 100 ED 89 D
PE-D1-008 PE-D1-008DL	8.5 to 9.0 8.5 to 9.0	0.5 to 0.0 0.5 to 0.0	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	25 E 120 D
PE-D1-011 PE-D1-011DL	9.0 to 9.5 9.0 to 9.5	0.0 to -0.5 0.0 to -0.5	Benzene Benzene	71-43-2 71-43-2	3 3	13 13	1 1	10 E 110 D
PE-D-003DL	11.0 to 11.5	-2.0 to 2.5	Benzene	71-43-2	3	13	1	1.6 JD

Notes:

- Elevation is based on the National Geodetic Vertical Datum of 1929.
- NJDEP = New Jersey Department of Environmental Protection
- RDGSCC = Residential Direct Contact Soil Cleanup Criteria
- NRDCSCC = Non-Residential Direct Contact Soil Cleanup Criteria
- IGWSCC = Impact to Groundwater Soil Cleanup Criteria
- J = indicates an estimated value.
- NS = No Standard
- DL/D = Reported values from a secondary analysis with a dilution factor. The original analysis exceeded the calibration range.
- E = Analysis exceeded the laboratory calibration range.

**EXHIBIT C**

**Narrative Description of Institutional and Engineering Controls  
Hudson County  
City of Jersey City  
St. Pauls Avenue between Duffield Avenue and Charlotte Avenue**

**Exhibit C-1: Notice as Institutional Control**

**Exhibit C-2: Asphalt, Concrete, and Soil Cap as Engineering Control**

**Exhibit C-1**  
**Notice as Institutional Control**

As depicted in Exhibit B-1, the Restricted Area is identified as a portion of St. Pauls Avenue between Duffield Avenue and Charlotte Avenue. The western edge of the Restricted Area is located a distance of 85 feet east of the centerline of Duffield Avenue. The eastern edge of the Restricted Area is located a distance of 30 feet west of the centerline of Charlotte Avenue. The Restricted Area occupies 25,656 square feet (0.59 acre) and ranges in depth from approximately 9 feet below grade to 22.5 feet below grade. These depths correspond to approximate elevations of 0.0 feet above mean sea level (msl) to -13.5 feet above msl based on NGVD 1929.

A Notice will be applied to the Restricted Area as described above and in Exhibit B. The objective of this Notice is to prevent direct contact with soils exceeding the currently proposed New Jersey Department of Environmental Protection Residential Direct Contact Soil Cleanup Criteria. Therefore, this Notice restricts intrusive activities (i.e., excavation) from occurring within the area and depth limits of the Restricted Area.

In accordance with N.J.A.C. 7:26E-8.4, monitoring of this Notice and preparation of biennial certifications shall be conducted by the persons responsible for conducting the remedial action, the owner of the site at the time of the remedial action, or any owner, lessee, or operator of the Site. Monitoring shall consist of identification and evaluation of zoning or land use changes, yearly inspection, an evaluation of laws, regulations and remediation standards, and development of a monitoring log. Documentation of the monitoring activities shall be provided in the biennial certification, which shall be prepared in accordance with N.J.A.C. 7:26E-8.5.

**Exhibit C-2**  
**Asphalt, Concrete, and Soil Cap as Engineering Control**

The Restricted Area located within the roadway is capped with a minimum of 6 inches of asphalt base course material and 2 inches of bituminous asphalt surface course material. A minimum of 8 feet of certified clean soils underlies the asphalt cap with the exception of 100 feet of roadway beginning at the eastern most portion of the Restricted Area. The Restricted Area underlying the curb is capped with a minimum of 7 feet of certified clean soils, followed by 20 inches of concrete. The Restricted Area underlying the sidewalks is capped with a minimum of 8.5 feet of certified clean soils, followed by 4 inches of asphalt. Soil areas within the Restricted Area are capped with a minimum of 9 feet of certified clean soils. This asphalt, concrete, and soil cover (i.e., cap) shall be maintained over the underlying contaminated soils in the Restricted Area at all times. This cap prevents direct contact with underlying soils that contain contaminants exceeding the New Jersey Department of Protection Residential Direct Contact Soil Cleanup Criteria. No excavating or other intrusive work is permitted within the cap or underlying soils without following the requirements of this Notice.

In accordance with N.J.A.C. 7:26E-8.4, monitoring of this engineering control and preparation of biennial certifications shall be conducted by the persons responsible for conducting the remedial action, the owner of the site at the time of the remedial action, or any owner, lessee, or operator of the site. In accordance with N.J.A.C. 7:26E-8.7, monitoring shall consist of the following: periodic inspections (a minimum of once per year); an evaluation of laws, regulations, and remedial standards; and, development of a monitoring log. Documentation of the monitoring activities shall be provided in the biennial certification, which shall be prepared in accordance with N.J.A.C. 7:26E-8.7.

City Clerk File No. Ord. 12-098

Agenda No. 3.H 1st Reading

Agenda No. 2nd Reading & Final Passage



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-098

TITLE:

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE VIII (PERMIT PARKING) AMENDING SECTION 332-66 OF THE JERSEY CITY TRAFFIC CODE EXTENDING ZONE 11 ON-STREET RESIDENT ONLY PERMIT PARKING TO FAIRMOUNT AVENUE FROM WEST SIDE AVENUE TO KENNEDY BOULEVARD AND FAIRMOUNT TERRACE FROM MONTGOMERY STREET TO FAIRMOUNT AVENUE**

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

1. Chapter 332 (Vehicles and Traffic) Article XIII (Permit Parking) of the Jersey City Code is hereby supplemented as follows:

Article VIII PERMIT PARKING  
Sec. 332-66 On-street resident only permit parking zones.

- A. No change.
- B. No change.
- C. No change.
- D. No person shall park a vehicle without a valid permit on any of the streets designated as follows:

**Zone 11**

Street	Limits	Days of Week	Times
<u>Fairmount Av</u>	<u>Between West Side Av and Kennedy Blvd</u>	<u>M - F</u>	<u>3 pm to 9 pm</u>
<u>Fairmount Ter</u>	<u>Between Montgomery St and Fairmount Av</u>	<u>M - F</u>	<u>3 pm to 9 pm</u>
Glenwood Av	Between West Side Av and Kennedy Blvd	M - F	3 pm to 9 p.m.

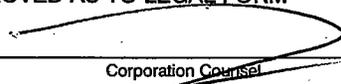
- 2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
- 4. The City Clerk and the Corporation Counsel may change any chapter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

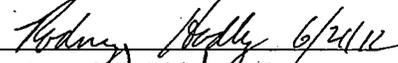
NOTE: New material to be inserted is underscored.

CFL:pcl  
(06.21.12)

APPROVED:  6/24/12  
Municipal Engineer

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:  6/24/12  
Director 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 VIII (Permit Parking) amending Section 332-66 of the Jersey City Traffic Code extending Zone 11 On-street resident only permit parking to Fairmount Avenue from West Side Avenue to Kennedy Boulevard and Fairmount Terrace from Montgomery Street to Fairmount Avenue, Monday through Friday, 3:00 p.m. to 9:00 p.m.

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

Lee D. Klein, P.E., PTOE, Assistant City Engineer, Division of Engineering, Traffic and Transportation, Department of Public Works at the request of Councilman David Donnelly

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

Designate on-street resident only permit parking on both Fairmount Avenue from West Side Avenue to Kennedy Boulevard and Fairmount Terrace from Montgomery Street to Fairmount Avenue

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

Increase parking spaces for the residents in the area. Prohibit the students attending St. Peter's University from parking on the neighborhood streets as opposed to parking in the University parking lot and or garage.

**5. Anticipated benefits to the community:**

Increase parking availability to the residents of Fairmount Avenue and Fairmount Terrace Monday through Friday between the hours of 3:00 p.m. and 9:00 p.m.

**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.  
16 signs \$1,600.00  
4 u posts 400.00 (Most U Posts are installed already)  
Total: \$2,000.00

**7. Date proposed program, or project will commence:**

Pending adoption by the Jersey City Municipal Council

**8. Anticipated completion date:**

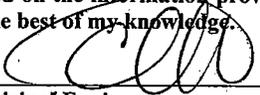
Twenty days after adoption by the Jersey City Municipal Council

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

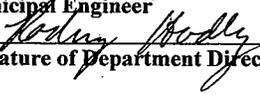
Patricia Logan, Supervising Traffic Investigator, Division of Engineering, Traffic and Transportation, Department of Public Works for the installation of the permit parking signs.  
Mary Spinello-Paretti, CEO, Jersey City Parking Authority for administering the program and issuing the permits to the residents.

**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

6/21/12  
Date

  
Signature of Department Director

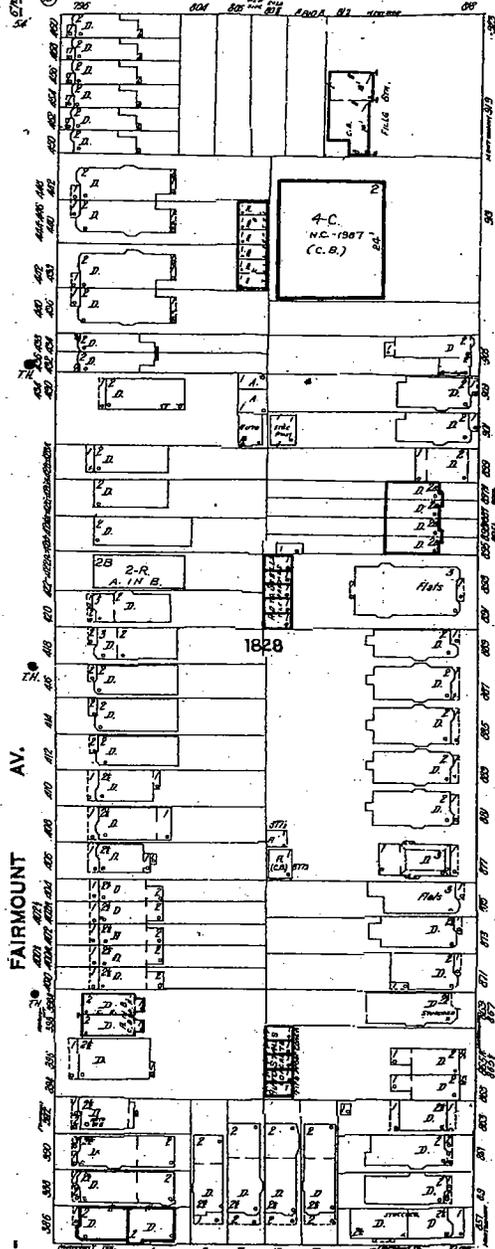
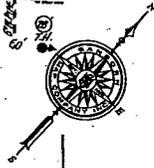
6/24/12  
Date

35

38

WEST SIDE

AV. 37



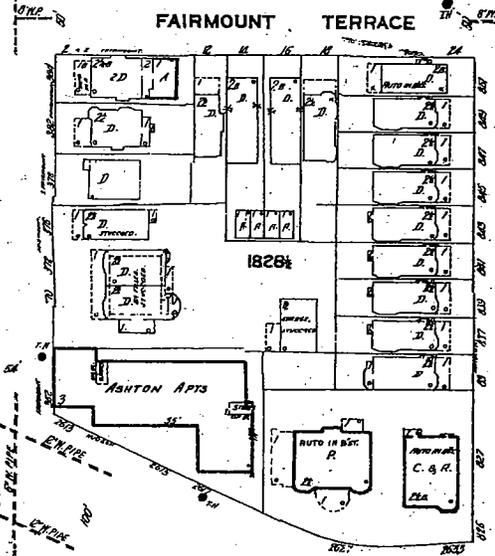
FAIRMOUNT AV.

MONTGOMERY

46

GLENWOOD AV.

36



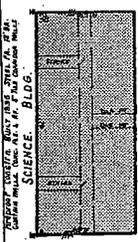
FAIRMOUNT TERRACE

1828

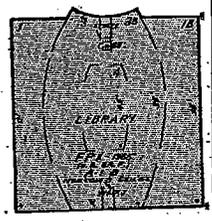
ANTON APTS

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C.B.R.



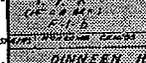
SCIENCE BLDG.



LIBRARY



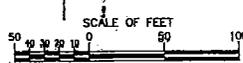
ST. PETERS COLLEGE R.C. COLLEGE



DINNEEN HALL



Mc DERMOTT BLDG.



SCALE OF FEET

48

J. F. KENNEDY (HUDSON)

MEMORIAL BLVD. (BLVD.)

33

City Clerk File No. Ord. 12-099

Agenda No. 3.1 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-099

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE WEST SIDE AVENUE REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, adopted the West Side Avenue Redevelopment Plan at its meeting of March 23, 2005; and

**WHEREAS**, the Municipal Council seeks to advance and promote high quality new construction on un-built lots within the West Side Avenue Redevelopment Plan; 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

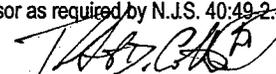
**WHEREAS**, the following amendments to the West Side Avenue Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of July 10, 2012; and

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

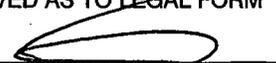
**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the recommended amendments to the West Side Avenue Redevelopment Plan be, and hereby are, adopted.

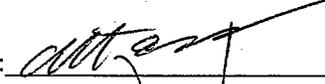
**BE IT FURTHER ORDAINED THAT:**

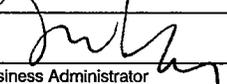
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City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

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

APPROVED AS TO LEGAL FORM

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

APPROVED: 

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

Certification Required

Not Required

**ORDINANCE FACT SHEET**

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

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE WEST SIDE AVENUE REDEVELOPMENT PLAN**

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

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

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

The amendment will permit construction of 2 and 3 family homes adjacent to the existing PSE&G substation on Block 22102, Lot 31.

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

To attract redevelopment opportunities to a vacant and un-built sites adjacent to an electrical substation.

5. Anticipated Benefits to the Community:

Development of attractive new construction in a transit accessible location .

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.

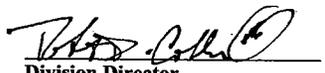
8. Anticipated Completion Date: N/A

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.

  
Division Director

7/6/12  
Date

  
Deputy Department Director Signature

JULY 10, 2012  
Date

## **SUMMARY STATEMENT**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE WEST SIDE AVENUE REDEVELOPMENT PLAN**

The amendment will permit construction of two and three family homes on Block 22102, Lot 31. The site is adjacent to a PSE&G substation and has remained vacant for many years.

**PROPOSED AMENDMENTS TO THE WEST SIDE AVENUE REDEVELOPMENT  
PLAN**

**PRESENTED TO THE JERSEY CITY PLANNING BOARD ON JULY 10, 2012**

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-threw like this.

Text that is added is in bold like this.

Page 3:

Boundary table:

Block	Lots
<del>1287-A</del> <b>22003</b>	<del>5C, 6D &amp; 10</del> <b>15, 16, 17</b>
<del>1293</del> <b>22103</b>	<del>B1, M1 &amp; M2</del> <b>5, 13, 14</b>
<del>1294</del> <b>22102</b>	<del>H, J, M1, 1-6, 7A, 8A, 9-14, 59-65</del> <b>16-31</b>
<del>1297</del> <b>22101</b>	<del>M2, 1-5, 6A-8A, 9-14, 15A, 17A, 63A, 66-71</del> <b>12-22</b>
<del>1297.5</del> <b>21802</b>	<del>1A, 1B, 2-16, 66-68, 69A, 71A, 72, 73</del> <b>9-28</b>
<del>1300</del> <b>22202</b>	<del>PL-A, and Part of lot 70 and Lot B-1-10</del>
<del>1777</del>	<del>J, K, L, M, 1, 2C, 3A, and 3B</del>
<del>1780</del> <b>22303</b>	<del>R, S, T, U and 68-71</del> <b>1-5</b>

Page 16:

## VII. SPECIFIC LAND USE REGULATIONS

### A. Intent and Purpose

It is the intent of these regulations to promote redevelopment that will result in a vibrant and stable community by promoting the creation of a livable neighborhood, viable commercial uses, a range of housing types, and open spaces arranged in a logical manner, responsive to the Redevelopment Area's relationship to the surrounding area, on-site conditions and the light rail station at West Side Avenue.

### B. Residential District

#### 1. Permitted Principal Uses:

##### a. Townhouses.

- b. Mid-rise residential buildings.
- c. Governmental uses & Essential services.
- d. Parks and playgrounds.
- e. 2 family houses on Block 4297 **22101**, Lots ~~14, 69, 70 & 71~~, **15, 16, 17, 20** and Block ~~4297-5 21802~~, Lots ~~9, 10, 11 & 12~~ **23, 24, 25, 26** only.
- f. **The western end of Lot 19 (former Lots 11, 12 and 13)** on Block 4297 **22101** and Lots ~~64 and 65~~ **21 and 22** on Block 4294 **22102** may be developed in conjunction with the immediately adjoining lots in the NC-2 District, and in conformance with the NC-2 District regulations, provided that the adjoining lots fronting on West Side Avenue and the subject lots mentioned above are developed as part of a unified mixed-use development.
- g. **Block 22102, Lot 31, is permitted two and three family residential.**

3. Bulk Standards:

a. Minimum Lot Size:

- 2 & 3 family houses - 2,500 square feet
- Townhouses – 2,500 square feet
- Mid-rise residential – 7,000 square feet

b. Minimum Lot Width:

- 2 & 3 family houses – 25 feet
- Townhouses – 25 feet
- Mid-rise residential – 70 feet

c. Minimum Lot Depth:

- All residential uses - 100 feet

d. Front Yard Setback: The setback of the nearest conforming uses shall be considered in setting the minimum required setback, subject to the following requirements.

- 2 & 3 family houses – maximum of 10 feet
- Townhouses – maximum of 10 feet
- Mid-rise residential – Minimum of 10 feet

e. Minimum Side Yards:

- 2 & 3 family houses – 2 feet for one / 5 feet for both
- Townhouses – zero, except 3 feet from windows of any adjacent building.
- Mid-rise residential – 5 feet.

f. Minimum Rear Yard:

- 2 **& 3** family houses – 30 feet
- Townhouses – 30 feet
- Mid-rise residential – 25 feet

g. Building Height:

- 2 family houses – Maximum of 3 stories
- 3 family houses - Maximum of 4 stories**
- Townhouses – Minimum of 3 and a maximum of 4 stories
- Mid-rise residential – Minimum of 4 and a maximum of 6 stories.
- All residential stories shall be a minimum of 9 feet and a maximum of 12 feet when measured floor to ceiling.

h. Maximum Building Coverage:

- 2 **& 3** family houses – 60%
- Townhouses – 60%
- Mid-rise residential – 70% - (except that Mid-rise buildings on through lots shall not exceed 80%).

j. Maximum Lot Coverage:

- 2 **& 3** family houses – 80%
- Townhouses – 80%
- Mid-rise residential – 85%

4. Parking Requirements:

b. Parking is required for all new construction subject to the following minimum requirements:

- 2 **& 3** family houses – None required for lots of 30 feet or less in width. Lots over 30 feet wide shall require a minimum of 1 space per dwelling unit. No parking shall be permitted between the building line and the street. Garages within the building line are permitted. Maximum driveway width shall be 10 feet.

In addition to the properties mapped on the Map #4, Proposed Zoning, ***the western end of Lot 19 (former*** Lots 11, 12 and 13 on Block 4297 ***22101*** and Lots 64 and 65 ***21 and 22*** on Block 4294 ***22102*** may be developed in conjunction with the immediately adjoining lots in the NC-2 District and in conformance with the NC-2 District development regulations, provided that the lots fronting on West Side Avenue and the subject lots mentioned above are developed as part of a unified mixed-use development.

1. Permitted Principal Uses:

- a. Retail sales of goods and services.
- b. Offices.
- c. Financial institutions (without drive-thru facilities).
- d. Restaurants (category one and two).
- e. Theaters and museums.
- f. Governmental uses & Essential services.
- g. Public parking lot on Block ~~1777-22202~~, Lots 3, 4, 5, 6 M, L, K, & J only. (See design standards in section VI.C.3.)
- h. Surface parking on Block **22303** 4780, **Lot 5** Lots ~~68, 69, 70 & 71~~ is permitted to continue and be expanded (See design standards in section VI.C.3.)
- i. Parks, open space and playgrounds.
- j. College and university uses.

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D. Loft Residential District

There is one existing industrial building within this district, which building utilizes Lots **13 & 14** B1 and M2 on Block **22103** 4293. It is the intent of these regulations to permit the reuse of this building in conformance with the following requirements. In the alternative, Lots **13 & 14** B1 and M2 may be redeveloped in conformance with the Residential District standards found in section VII. B. of this Plan. For the purposes of development within this district, these two lots shall be considered to be merged and treated as one parcel.

1. Permitted Principal Uses:

- a. Residential Dwelling Units
- b. ***Home Occupations*** ~~Work/Live Space~~ (including Work/Live Artist Studios) ***of at least 900 sf***
- c. Uses as permitted and regulated in the Residential District of this Plan (see section B. above), only if the existing building is found to be structurally

unsound or unfit for re-use because of environmental standards, health codes or other similar circumstance.

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Property to be Acquired – TABLE

Block	Lot(s)	Address	Description
1293 22103	B1 & M2 13 & 14	277-297 West Side Ave.	Factory building and vacant land.
1293 22103	M1 12	23 Fisk Street	Former Railroad Right of Way
1294 22102	1 thru 4 23	311-317 West Side Ave.	Auto repair / used car sales.
1294 22102	5,6,7A,8A, 9 24 & 25	305-307 West Side Ave.	Commercial / Video Store
1294 22102	M1 31	Culver Ave. to Fisk St.	Former Railroad Right of Way
1294 22102	H & J 16	169-171 Culver Ave.	1 story industrial structure
1297 22101	1 thru 4 18	331-337 West Side Ave.	Vacant industrial / hardware
1297 22101	5,6A,7A,8A 9,10,11,12,13 19	323-329 West Side Ave. & extending to 152 Culver Ave.	Commercial / Video Store and Parking Lot.
1297 22101	15A 21	156-158 Culver Ave.	Auto Service, generator exchange
1297 22101	17A 22	160 Culver Ave.	Industrial, (All-Weld Iron)
1297 22101	63A 13	25 Pollock Ave.	2 story industrial structure
1297 22101	66 thru 68 14	15-19 Pollock Ave.	1 & 2 story industrial (American Oil and Contracting Company)
1297 22101	M2 12	Culver Ave to Pollock Ave	Former Railroad Right of Way.

1297.5 21802	<del>1A, 72, 73</del> 14 & 15	309-313 Grant Ave.	Auto repair garage
1297.5 21802	<del>15 &amp; 16</del> 28	24-26 Pollock Ave.	1 story industrial garage structure
1297.5 21802	66 thru 68, 69A 9 thru 12	319-321 Grant Avenue	1 story industrial structure & open storage of equipment and junk.
1777 22202	J, K, L, M 3 thru 6	340-346 West Side Ave.	Used Car Lot, unpaved vacant land.
1780 22303	68 thru 71 5	366 West Side Ave.	Auto repair

**XV. DEFINITIONS**

~~Definitions contained herein shall prevail within the Study Area. For definitions not contained herein, the definitions contained in the City of Jersey City Land Development Ordinance shall prevail.~~

~~**Business incubator** — A facility operated as an accessory use to a college or university which provides office space, conference / meeting rooms, office equipment, secretarial services, and/or other support services to start up businesses. Uses within a business incubator shall be limited to office type uses including business offices, professional offices, graphic arts and design, computer oriented businesses and other similar uses. It is the intent of a business incubator to aid in the formation of new small business enterprises. Therefore, each business or enterprise located in a business incubator facility shall employ no more than ten full-time or full-time equivalent employees. Industrial uses are prohibited.~~

~~**Mid-rise residential building** — A building containing four (4) or more dwelling units that share common horizontal and/or vertical separations and is a minimum of four (4) stories tall and a maximum of six (6) stories tall.~~

~~**Through Lot** — A lot that fronts on two (2) parallel streets or that fronts upon two (2) streets that do not intersect at the boundaries of the lot. Both street frontages shall be considered to be front lot lines and front yards.~~

~~**Work/Live Space** — A single, enclosed, private space of at least nine hundred (900) square feet, where not more than one-half of the area of the total space is dedicated to work space for the use of a person or persons engaged in a profession or other occupation in a business office setting. The remaining area within the space must~~

~~be used for residential purposes and the person engaged in the profession or occupation must reside within the premises. Not more than two (2) full time or full time equivalent employees not residing within the premises may be employed. The professions and occupations shall include:~~

- ~~• Computer or information technology.~~
- ~~• Computer graphics and computer aided design.~~
- ~~• The graphic arts.~~
- ~~• The offices of architects, planners, lawyers, accountants.~~
- ~~• Similar business occupations as determined by the Planning Board.~~

City Clerk File No. Ord. 12-100

Agenda No. 3.J 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-100

TITLE: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
ADOPTING AMENDMENTS TO THE 325 PALISADE AVENUE REDEVELOPMENT  
PLAN**

**WHEREAS**, the Municipal Council adopted the 325 Palisade Avenue Redevelopment Plan on July 19, 2006;  
and

**WHEREAS**, in early 2012, the City of Jersey City adopted all new block and lot numbers citywide. In order  
to bring redevelopment plans up to date, the numbers contained in each plan, both in text and on the maps,  
need to be revised to reflect current numbers.

**WHEREAS**, in early 2012, the City of Jersey City adopted all new block and lot numbers citywide. In order  
to bring redevelopment plans up to date, the numbers contained in each plan, both in text and on the maps,  
need to be revised to reflect current numbers.

**WHEREAS**, on June 5, 2012 the Jersey City Planning Board heard testimony on this amendment and  
recommended it to City Council for Adoption; and

**WHEREAS**, a copy of the 325 Palisade Avenue Redevelopment Plan is attached hereto and made a part  
hereof, and is available for public inspection at the office of the City Clerk, City Hall, 280 Grove Street, Jersey  
City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the 325  
Palisade Avenue Redevelopment Plan be, and hereby is, adopted.

**BE IT FURTHER ORDAINED THAT:**

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

Robert D. Cotter, PP, FAICP  
Planning Director

APPROVED AS TO LEGAL FORM

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

APPROVED:

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

Business Administrator

Certification Required

Not Required

## **SUMMARY**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS THE 325 PALISADE AVENUE REDEVELOPMENT PLAN**

This Ordinance will amend the plan to include newly adopted block and lot numbers and to remove one outdated definition. The City recently renumbered all blocks and lots citywide. These new numbers need to be incorporated into the Redevelopment Plan.

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**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY  
CITY ADOPTING AMENDMENTS TO THE 325 PALISADE AVENUE  
REDEVELOPMENT PLAN**

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

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

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

Amend the plan to include newly adopted block and lot numbers.

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

The City recently renumbered all blocks and lots citywide. These new numbers need to  
be incorporated into the Redevelopment Plan.

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

The amendments bring the plan up to date.

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

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

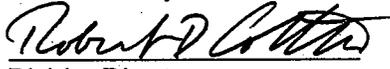
**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments: None**

I Certify that all the Facts Presented Herein are Accurate.

  
Division Director

July 3, 2012  
Date

*DEPUTY*  
  
Department Director Signature

July 3, 2012  
Date

# **325 Palisade Avenue**

# **Redevelopment Plan**

City of Jersey City  
Division of City Planning

**Adopted by Ordinance 06-087, July 19, 2006**  
**Proposed Amendments 5/16/12**

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# 325 PALISADE AVENUE REDEVELOPMENT PLAN

## I. INTRODUCTION

The 325 Palisade Avenue complex is located in the Heights section of Jersey City within the Riverview neighborhood. The Study area is comprised of a mix of partially improved parking lots and a 3-1/2 story brick building, known as 325 Palisade Avenue. Previously utilized as City offices, this building has been mostly vacant for over a year, with minimal use of a portion of the first floor.

This Palisade Avenue neighborhood contains a mix of uses, with medical offices located across the street from 325 Palisade and a supermarket located next door. Two vacant lots currently used for parking are adjacent to a 1-1/2 story residential building and a two story industrial building. Another partially improved parking lot fronts on Palisades Avenue. It is located between two six- family homes of three and a half stories in height. Both buildings contribute architecturally to the neighborhood. A 2-story commercial/office building is located across the street from the parking lot.

Residential uses, commercial uses and pocket parks dominate the balance of the surrounding neighborhood. Further south along Palisade Avenue is the Christ Hospital Campus that has attracted around it a wide selection of doctor's offices and pharmaceutical services.

Clearly, it is now time for the City to take a more pro-active role in guiding the re-use and redevelopment of the underutilized building and parking lots. The purpose of this Plan is to provide a comprehensive redevelopment plan that will allow and encourage the redevelopment of the building and parking lots within the project area in a manner that recognizes the character and scale of the neighborhood; as well as the existing building and its potential for adaptive re-use, as well as its context in the fabric of the surrounding neighborhood.

## II. BOUNDARIES

The 325 Palisade Avenue Redevelopment Area consists of tax lots found on tax Blocks 738, 733 and 722.1. The following are the specific lot numbers which are included in the Area.

<b>Block</b>	<b>Lots</b>
738 4504	59,60 1
733 5003	A2 1
722.1 (AKA 722.A) 5201	8A, 8B, 9A, 10 13

The boundary of the Study Area is also depicted on Map 1.

### **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.
- B. The Rehabilitation and adaptive re-use of the former city offices recognizing the size, scale and architectural merit of the existing building, to better reflect the new uses to be housed within and the historic character and texture of the building and surrounding neighborhood.
- C. Require infill development on vacant lots fronting on Palisade Avenue to create a more continuous streetscape and eliminate the gap now created by the existing parking lots on those lots.
- D. Provide for parking to be located on the lots fronting on Ferry Street to serve the use within the 325 Palisade Avenue building.
- E. To improve the pedestrian environment and streetscape within the Redevelopment Area, with the provision of new side walks, street trees and other pedestrian amenities within the existing sidewalks and rights-of-ways.
- F. To promote the responsible Rehabilitation of the existing 325 Palisade Avenue building through the use of the *Secretary of the Interior's Standards and Guidelines for Rehabilitation*.
- G. To promote the principles of "Smart Growth" i.e. sustainable economic and social development, including a variety of housing choices, providing pedestrian friendly streets and public rights-of-way, minimize automobile use by maximizing the appeal of mass transit, encourage reduced parking and shared use parking solutions, and creating a livable community with convenient access to commercial facilities.

### **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, creative adaptive re-use and rehabilitation. These will include but not be limited to:

- A. The consolidation and re-subdivision of land within the Redevelopment Area into suitable parcels for development for the new residential and commercial land uses where necessary.
- B. Provision for a full range of public and/or private infrastructure necessary to service and support new development in the Area and adjacent areas.

- C. The Rehabilitation, and adaptive re-use of the existing structure and the construction of new structures and complementary facilities that are consistent with the scale of the existing adjacent buildings of architectural merit and the positive character and use patterns in the surrounding neighborhood.

## V. GENERAL ADMINISTRATIVE REQUIREMENTS

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

- A. Prior to the commencement of: (a) any new construction, (b) reconstruction, (c) rehabilitation (d) any change to the interior floor plan of any structure, (e) any change in the use of any structure or parcel, or (f) any change in the intensity of use of any structure or parcel; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review and site plan approval. No temporary or permanent Building Permit shall be issued for any work associated with A. through F. above, without site plan review and approval of such work by the Planning Board.
- B. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.
- C. ~~Site plan review shall be conducted by the Planning Board, pursuant to NJSA 40:55D-1 et. seq. Site plan review shall consist of a preliminary site plan application and a final site plan application. Submission of a site plan and site plan application shall conform to the requirements of the Jersey City Zoning Ordinance and this Plan. Applications may be submitted for an entire project or in phases. Preliminary site plan approval for any phase shall entitle an applicant to building permits. Final site plan approval for any phase shall not be granted unless or until that phase is substantially complete, or performance guarantees for site improvements for that phase have been furnished by the redeveloper in accordance with NJSA 40:55D-53. No Certificate of Occupancy (CO) of any type, either permanent or temporary, shall be issued for any construction until the Planning Board has given final site plan approval for the phase in which such construction is located.~~

~~As part of final site plan approval, 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.~~

*Prior to commencement of construction, architectural drawings, specifications and site plans for the construction of improvements to the redevelopment area shall be*

*submitted by the developers for review and approval by the Planning Board of the City of Jersey City.*

*Site plan review shall be conducted by the Jersey City Planning Board pursuant to NJS 40:SSD-1 et seq. Site plan review shall consist of a preliminary site plan application and a final site plan application. Site plan review shall be conducted by the Planning Board, pursuant to NJS 40:55D-1 et. seq., pursuant to the requirements of the Jersey City Land Development Ordinance and this Plan. Final site plan approval for any phase may be conditioned upon submission of performance guarantees for unfinished site improvements in accordance with NJS 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City and in the form approved by either the Corporation Counsel of the City of Jersey City or the Attorney for the Jersey City Planning Board, as determined by the Planning Board.*

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

- E. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the Jersey City Land Subdivision Ordinance.
- F. 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.
- G. All interim uses may be permitted, subject to site plan review and approval by the Planning Board. The Planning Board shall only permit uses that it finds will not have an adverse effect upon surrounding existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board. The Board shall establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional one (1) year renewals of interim uses upon application, review, and approval. Commuter or commercial surface parking lots and commuter or commercial parking garages are specifically prohibited and shall not be permitted as interim uses.
- 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: (1) a use or principal structure in a district restricted against such use or principal structure, (2) an expansion of a non-conforming use, (3) an increase in height of a principal structure which exceeds by 10 feet or 10% the maximum height permitted in the district, (4) an increase in the permitted floor area ratio, (5) an increase in the permitted density.

An application requesting a deviation from the requirements of this Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

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

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

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

- A. All utility distribution lines; utility service connections from such lines to the Redevelopment Area's individual uses; and transformers, utility appliances, regulators and metering devices shall be located underground or within the building. No utility boxes or structure shall be permitted in sidewalk areas or exterior to the building. Remote readers are required for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- B. Chain link fencing shall be prohibited within the Redevelopment Area, except during construction. Chain link fencing for construction shall be dismantled and removed prior to the issuance of a Certificate of Occupancy.
- C. No Billboard shall be permitted on any property contained within the Redevelopment Area.
- D. No signage shall be permitted within the Redevelopment Area, which includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials, which sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.
- E. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture within the public right-of-way.
- F. All trash dumpsters and/or compactors shall be located within the buildings. All outdoor storage shall be prohibited.
- G. 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.
- H. In order to facilitate the overall redevelopment of the Redevelopment Area, the surrounding area, and the City of Jersey City in general, all advertising, signage and other promotion of the resulting project, whether undertaken by the City, the Redevelopment Agency, or private developers, shall contain references to the proposed project's location. They all shall clearly state it to be within the City of Jersey City so as to promote the positive external effects for not only the project, but the Redevelopment Area and the City as a whole.

## **VII. URBAN DESIGN REQUIREMENTS**

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

- 1. All new structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings of architectural merit, both existing and proposed, in terms of material, light, air and usable open space, access to public rights of way and off-street parking, height, setback and bulk. Buildings shall be

designed to be attractive from all vantage points, such that the same façade materials and detailing are used on all facades.

2. The building at 325 Palisade Avenue, of architectural merit and eligible for individual listing on the national Register under criterion C, shall be retained. Its Rehabilitation shall be in compliance the *Secretary of the Interior's Standards and Guidelines for Rehabilitation* for conformance with this plan.
3. Buildings shall be oriented toward the street so as to contribute to the overall liveliness of the pedestrian environment. Main-building entries shall be prominent, easily identifiable, and connect directly to the public street and sidewalk and shall not occur simply as voids within or between buildings.
4. Buildings shall have a clear base, middle and top. Architectural devises, such as providing stringcourses, cornices and sub-cornices, lintels and sills, and/or horizontally differentiating surface treatments, can be used to achieve the necessary transitions.
5. The windows and glazing of a building are a major element of the style which gives character to a building and shall be appropriately and sensitively chosen with respect to the existing resource at 325 Palisade Avenue and surrounding buildings of architectural merit. The windows of 325 Pallisades Avenue shall be treated according to the Secretary of the Interior's Standards and Guidelines for Windows
6. Balconies and terraces may extend from the building when facing into interior courts. However, all balconies facing onto streets shall be prohibited.
7. EIFS (Exterior Insulating Finishing Systems, stucco, artificial stone, CMU size/type block, vinyl and/or aluminum siding and artificial brick veneer such as permastone or brickface and/or plastic type artificial siding materials may not be used as façade cladding within this Redevelopment Area. Façade material to be used shall be primarily of brick, Standard, Modular and Norman sizes only.
8. All mechanical equipment, generators, HVAC equipment and similar equipment shall be acoustically buffered such that any noise generated by the equipment shall be within the applicable standards as defined by the State of New Jersey.
9. All electronic communication equipment shall be totally screened from view. This shall be achieved through creative disguises within the basic architecture of the building, such that it does not negatively impact the appearance of the building. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same materials used in the construction of the building, such that the screening appears to be an integral part of the building. The screening shall not impair the functioning of the equipment. Said equipment shall be located so as to minimize or eliminate the need for screening. Cellular antennas / wireless communication antennas and facilities are not permitted within this Redevelopment Area. Reference shall be made to the Wireless Communications section of the Jersey City Land Development Ordinance

for appropriate permitted locations for these facilities. There shall be no rooftop louvers utilized as screening.

10. All mechanical equipment, generators, HVAC equipment and similar equipment shall be totally screened from view, both from the street and existing or planned neighboring buildings. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same or complimentary materials used in the construction of the building, such that the screening appears to be an integral part of the building. Interior locations must be utilized where mechanically possible

B. Streetscape, Open Space and Landscape Requirements

1. A streetscape plan, acceptable to the Division of City Planning is required for all projects and shall include proposed sidewalk and curbing materials and treatments, street trees, tree pit grates and/or treatments, and any proposed street furniture, lighting or other features to be provided. The streetscape plan shall be submitted to the Jersey City Planning Board for its review and approval, as part of the project site plan application and implemented as part of the construction of the project.
2. Sidewalk areas must be provided along the street rights-of-way and shall be properly sized for the safe and convenient movement of pedestrians through and around the Redevelopment Area.
3. Sidewalk areas shall be attractively landscaped and durably paved in Scofield *Charcoal* or equivalent concrete. Decorative paving materials may be incorporated into the design. Additional decorative elements shall be introduced at building entrances to accent and channel pedestrian flow.
4. All plant material used must be able to withstand the urban environment and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. All landscaping shall be guaranteed for a period of two (2) years. Any landscaping which is not resistant to the urban environment or that dies shall be replaced by the developer or property owner.
5. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 35 feet on center. Each tree pit shall be at least four foot by four foot in area and contain a decorative metal grate or tree guard.
6. Outdoor landscaped open space areas shall be provided for all new construction within the Redevelopment Area and shall occupy any required yard areas. Additional open space areas may be provided after Planning Board review and approval. All areas not covered by a building or necessary paved areas shall be landscaped with trees, shrubs, groundcovers or other appropriate plant material.

7. Lighting within the Redevelopment Area shall sufficiently illuminate all areas to prevent "dark corners". All lighting sources must be shielded to prevent and eliminate any glare. The area of illumination shall have a uniform pattern of at least one-half (0.5) foot-candles.

C. Off-street Parking Design and Loading Requirements

1. Minimum Parking Requirements

- All Residential Uses: 1 per unit
- Medical Offices: .5 - per exam room
- General offices: 1.0 space per 1,000 sq.ft.

2. Where parking is located within a building, the parking use shall be screened to the greatest degree possible. The exterior wall of the parking structure shall be architecturally designed to mimic and reflect the occupied portions of the building in terms of style and materials. Façade areas related to parking levels partially below grade may be treated and designed as would a traditional basement level. All openings in the parking structure facade shall be of the punched style. These openings shall be consistent with the rhythm of the window openings serving the principal uses within the building. They shall be covered by glass or metal in such a way that the exterior design is compatible with the design of the building and the actual windows of the building. The glass tint and/or reflectivity may be different so as to decrease the visibility of the garage use within. In lieu of glass, the openings may be covered by a hinged solid metal plate/shutter, or recessed decorative grill over a louvered opening as described below. Blind windows, to continue appropriate rhythms where appropriate shall also be permitted. Where louvers are needed or proposed, decorative grills shall be installed over functional louvers. The intent of the above regulations is that no exposed garage exterior wall shall be detectable as a garage.

6. In order to preserve the maximum number of on-street parking spaces possible, driveway widths and curb cuts shall be limited to the minimum width and number necessary. Driveway / curb cut widths leading to parking areas containing less than twenty (20) cars shall be no more than twelve (12) feet in width. The width of driveways and curb cuts leading to parking areas for twenty (20) cars or more shall be limited to twelve (12) feet for one-way traffic and twenty (20) feet for two-way traffic.

7. All required parking spaces must be a minimum of 8.5 feet wide by 18 feet deep. The placement of a curb up to two (2) feet within the required 18 foot depth of the parking space is permitted, provided that there is adequate area for an automobile occupying the parking space to over-hang said curb a like distance without infringing on required landscaping or pedestrian areas. All aisles shall be a minimum of 22 feet wide. Compact spaces may be provided only with the approval of the Planning Board and shall be a minimum of 8 feet wide by 16 feet deep.

8. Off-street parking and loading areas shall be coordinated with the public street system serving the Redevelopment Area in order to avoid conflicts with vehicular traffic and/or obstruction to pedestrian walkways and thoroughfares.
9. Light sources within any parking level shall not be visible from the exterior of the building either from the street or from other surrounding buildings and properties. Identification of the internal light fixtures and their location shall be provided in order for any application to the Planning Board for site plan to be deemed complete.
10. Developers shall demonstrate to the Board's satisfaction that sufficient off-street loading is provided to meet the needs of the proposed uses.
11. Valet parking may be allowed if it can be demonstrated that an efficient, safe means of operation will be provided.

D. Signage

1. Permitted Signage

- a. Each residential building shall display the street address of the building on the front facade or front door of the building such that it is visible from the adjoining street right-of-way.
- b. Each major residential building, buildings on lots of 10,000 square feet or more, may have one (1) exterior sign flush mounted to the facade at the entrance to the building indicating the building's name, if any, not to exceed twenty (20) square feet.
- c. Tenant directories are to be located within the lobby of a building.
- d. Accessory Parking – Since commuter and commercial parking is not permitted, additional signage is not permitted for parking uses.

2. Additional Signage Regulations and Requirements, applied throughout all areas of the plan:

- a. All signs are subject to minor site plan review when not included as part of a major site plan application.
- b. All signs shall be flush mounted although blade signs may be attached to the first floor facade.
- c. Window signs (other than lettering as specifically permitted) shall be prohibited. Lettering shall be limited to decorative metal leaf, flat black or etched / frosted glass style lettering and shall be limited to the name of the business occupying the commercial space / store front and shall cover no more than twenty (20%) of the window area.
- d. All signs shall be attached to the first floor level of the building only.
- e. Permitted signage material includes: 1.) Painted wood; 2.) Painted metals including aluminum and steel; 3.) Brushed finished aluminum, stainless steel, brass, copper, or bronze; 4.) Carved wood or wood substitute.
- f. Permitted lettering material includes: 1.) Lettering forms applied to the surface of the sign; 2.) Single colored lettering forms applied to the surface of the sign; 3.)

Metallic solid body letters with or without returns; 4.) Painted acrylic or metal letter. 5.) Vinyl lettering attached permanently to a wood, wood substitute or metal signboard.

- g. Sign Lighting: Signs may be lit from backlit halo, and up-lights. Internally lit signs and sign boxes are prohibited.
- h. During construction, one (1) temporary sign indicating: the name of the project or development, general contractor, subcontractor, financing institution and public entity officials (where applicable) shall be permitted. The sign area shall not exceed Fifty (50) square feet.

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

Monument signs and internally or externally illuminated box signs, neon signs, flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle, roof signs, billboards, signboards, window signs, posters, plastic or paper that appear to be attached to the window, pole signs, free-standing signs, fluorescent and/or glowing paint for any signage or building within the redevelopment area, waterfall style awnings, plastic awnings, product advertising signage of any kind. Product advertising signage is defined here to include, but not be limited to signage on: parking meters, signage in windows, on light poles, benches or other street furniture within the redevelopment area. Nothing in this paragraph shall be deemed to prohibit traditional residential holiday decorations.

## VIII. SPECIFIC LAND USE REGULATIONS

The Redevelopment Area is a relatively compact area. However, because of the varied conditions of the existing parcels within the Redevelopment Area, the Redevelopment Area has been further broken down into three (3) sub-districts as described below and as indicated on Map – 2, Sub-District Map, attached as part of this Redevelopment Plan. The Sub-Districts are as follows:

- **Rehabilitation District** – This sub-district contains the existing structure at 325 Palisade Avenue that is to be Rehabilitated. This Georgian Revival style building built *circa* 1923 is eligible for individual listing on the *National Register*, meeting Criterion C of the *Standards for Evaluation*. This building shall be rehabilitated and reviewed for inclusion as a City landmark building to insure that future development along its southern edge does not block windows along the property line or damage or destroy or obscure from view decorative or architectural ornament and relationships.
- **New Construction District (1)** – This sub-district located at the corner of Ferry Street and New York Avenue shall be comprised of Block 738 4504, Lots 59 & 60-1. It contains an unimproved parking lot. This site shall be redeveloped with residential development of a substantial character to compliment the existing building at 325 Palisade Avenue and the adjacent residential building to the west known as 329 Palisade Avenue.

- **New Construction District (2)** – This sub-district shall be comprised of Block ~~722-1~~ ~~5201~~ Lots ~~8A, 8B, 9A, and 10~~ ~~13~~. It presently contains a surface parking lot. Development within this sub-district will consist of new infill construction designed to be compatible with the existing 6 family buildings that abut the property along Palisade Avenue, especially referencing Lots, **12, 14, and 15** ~~11, 7, and 6~~. It is to be noted that the building on Lot ~~11~~ **12**, popularly known as 300 Palisade Avenue and as the *Clothilde* Apartments is eligible for individual listing on the *National Register* meeting *Criterion C* of the *Standards for Evaluation*.

**A. Rehabilitation District**

**1. Principal Permitted Uses**

- a. Multi-family Apartment Building
- b. General Offices
- c. Medical Offices

**2. Uses incidental and accessory to the principal use and building, including:**

- a. Home occupation
- b. Artist Studios
- c. Health Club
- d. Offices.
- e. Financial institutions.
- f. Child Care Centers.
- g. Off-street parking, only within the existing structure as part of the principal building.
- h. Private recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
- i. Community rooms.

**3. Maximum Density- 115 DU /AC**

**4. Area, Yard & Bulk** –The redevelopment within this sub-district shall consist of rehabilitation of the existing building. The total floor area permitted within this sub-district shall not exceed the total floor area existing at the time of the adoption of this Redevelopment Plan. No new stories shall be added.

**5. Minimum Parking Requirements** – All accessory parking shall be located within the basement of the building. Partition walls shall be removed to accommodate vehicular circulation between existing columns. Minimum parking size and aisle width requirements shall be waived if necessary to fit parking into the constraints of this existing space.

- All Residential Uses: .85 per unit
- Medical Offices: 1.0 - per exam room

- General offices: 1.0 space per 1,000 sq.ft.

**6. Design Requirements-** All exterior renovation shall conform to the Secretary of the Interior's Standards and Guidelines for Rehabilitation. Specific exterior improvements shall also incorporate the following:

- Basement window openings shall be reopened and replaced with windows and decorative grates. Louvers shall be painted a dark color darker than the existing brick and covered with decorative grillwork.
- Brick façade shall be repaired, cleaned and spot pointed where necessary, while maintaining the original/historic color, texture, profile and depth of the existing mortar joints and the current brick work pattern. Any surface cleaning shall be done by the most conservative and gentlest means possible so as not to harm or destroy any original /historic building materials.
- Any window replacement shall not utilize a white or off-white frame.
- Front stoop on the primary façade shall be re-built to be more compatible with the architectural style of the building.
- Roof-top skylights shall be repaired, restored and or reopened where applicable.
- Roof-top amenity open space shall be incorporated on at least 50% fifty percent of the roof.
- The existing one-story utility tower shall be reduced if possible or removed altogether.
- Existing garage entry /exit shall remain on New York Avenue.

**B. New Construction District One (1)**

**1. Principal Permitted Uses**

- a. Multi-family Apartment Building

**2. Uses incidental and accessory to the principal use and building, including:**

- a. Home occupation
- b. Artist Studios
- c. Off-street parking, only within structures as part of the principal building.
- d. Private recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
- e. Community rooms.

**3. Maximum Density- 80 DU /AC**

4. **Area, Yard & Bulk** – Development within this district shall be considered to be (1) one development parcel and developed as on building.  
Required Front Yard Setback – NONE to be in line with 329 Palisade Avenue and within 5' of the New York Avenue Property Line  
Minimum Side Yard Setback perpendicular to Ferry Street – 15 feet  
Minimum Side Yard Setback perpendicular to New York Avenue Street – 0 feet  
Maximum Height - To be no higher than the roofline adjacent building at 329 Palisade Avenue

**Maximum Stories** – Four levels of Residences and 1 level of parking

5. **Minimum Parking Requirements** – All parking shall be located within the principal building a minimum of 50 % below grade provided depth to substrate/bedrock permits the parking submersion. Proof of bedrock elevation shall be required in order to waive this requirement.
- All Residential Uses: 1 per unit
6. **Design Requirements-** All exterior façade improvements shall incorporate the following into the façade:
- A roof-top cornice
  - Brick façade of Standard brick with accents of other natural materials such as stone, cast stone, or metal in aesthetic harmony with surrounding buildings of architectural merit, especially 325 Palisade Avenue
  - Balanced window placement respectful of and aesthetically harmonious with the surrounding buildings of architectural merit, especially 325 Palisade Avenue.
  - Floor to ceiling height of the first floor shall be two feet greater than the floors above.
  - Roof top open space shall be setback from the building frontage
  - The Primary Façade shall be considered to front onto Ferry Street and shall be in line with the adjacent building to the East.
  - The parking garage opening shall front onto New York Avenue and shall be designed as to not overwhelm the adjacent one and one half story building to the North.

**C. New Construction District Two (2)**

1. **Principal Permitted Uses**
- a. Multi-family Apartment Building
2. **Uses incidental and accessory to the principal use and building, including:**
- a. Home occupation

- b. Artist Studios
  - h. Off-street parking, only within structures as part of the principal building.
  - i. Private recreation facilities and areas, (indoor &/or outdoor) including pools, landscaped yards and decks, active recreation uses, gymnasiums, exercise rooms, etc.
  - j. Community rooms.
3. **Maximum Density- 80 DU /AC**
4. **Area, Yard & Bulk** – Development within this district shall be considered to be (1) one development parcel and developed as one building.

**Required Front Yard Setback** – The principal building shall be set back the same distance as the buildings to the north and south. If these distances vary slightly, the setback shall be consistent with the building set furthest back. Any areas between the property line and the building façade shall be appropriately fenced and landscaped.

**Minimum Rear Yard Setback** – The setback shall not be less than the setback of the principal building immediately adjacent to the North.

**Maximum Height - Shall** be consistent with the height of the adjacent structures located on Block *5201 722.1*, Lots *11 & 7 12 and 14*. Specifically, the roof line of the infill building shall not exceed the adjacent roof line of the lot number 11. A penthouse of one story, which shall not be visible from the public right of way or interfere with the existing pattern of rooflines, shall be permitted.

**Maximum Stories** – Three levels of Residences (not including the penthouse) and 1 level of parking

5. **Minimum Parking Requirements** – All parking shall be located within the principal building a minimum of 50 % below grade provided depth to underlying substrate/bedrock permits the parking submersion. Proof of bedrock elevation shall be required in order to waive this requirement.

- All Residential Uses: 1 per unit

6. **Design Requirements-** All exterior façade improvements shall incorporate the following into the façade:

- A roof-top cornice
- Brick façade of Standard brick with accents of other materials such as stone, cast stone, or metal in aesthetic harmony with surrounding buildings of architectural merit, especially on lots *11 & 6 12 and 15*.
- Front Stoop at a height and projection appropriately aligned with the adjacent stoops along Palisade Avenue
- If buildings are attached, light wells shall be provided and shall be in line with those existing at the adjacent buildings.

- Balanced window placement respectful of and aesthetically harmonious with the surrounding buildings of architectural merit, especially those on lots ~~11~~ and ~~6~~ *12 and 15*.
- Floor to ceiling height of the first floor shall be two feet greater than the floors above.
- Roof top open space setback from the building frontage shall not be visible from the Palisade Avenue R-O-W.

## **IX. ACQUISITION PLAN**

No acquisition of property within the Redevelopment Area by the City of Jersey City or any of its agencies, including the Jersey City Redevelopment Agency is envisioned at this time.

## **X. RELOCATION PLAN**

As noted above, there is not expected to be any acquisition of land by the municipality or other public agency. Therefore, there will not be any relocation of persons or businesses as a result of this Plan. Nonetheless, should relocation become necessary, the process of relocating the affected persons and businesses will receive the careful attention of local officials and the Jersey City Redevelopment Agency, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

## **XI. CIRCULATION PLAN**

1. It is the intent of this Circulation Plan to provide a street layout for the Redevelopment Area which is adequate to meet the circulation needs of the Redevelopment Area in terms of vehicular traffic and pedestrian volume, while at the same time recognizing that it is a primary purpose of this Redevelopment Plan to promote the principles of Smart Growth. That is; to provide pedestrian friendly streets and public rights-of-way, to minimize automobile use by maximizing the appeal of mass transit and to encourage reduced parking and shared use parking solutions.
2. All existing streets and rights of way within the Redevelopment Area shall remain open to the public. All streets shall provide on street parking on both sides of the street unless restricted by local ordinance.
3. Sidewalk areas must be provided and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area, taking into consideration the character of the adjoining uses. In general, sidewalks serving commercial areas should be wider than those serving residential uses.

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

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

- A. The Plan herein has delineated a definite relationship to local objectives as to appropriate land uses, density of population, and improved traffic and public transportation, public utilities, recreation and community facilities and other public improvements.
- B. The Plan has laid out various strategies needed to be implemented in order to carry out the objectives of this Plan.
- C. The Plan has provided proposed land uses and building requirements for the Redevelopment Area.
- D. The Acquisition Plan (Section IX) indicates that no property is to be acquired by public agencies as a result of this Plan.
- E. The Plan is in general compliance with the Jersey City Master Plan and the Master Plan of the County of Hudson. It is not contrary to the goals and objectives of the Jersey City Master Plan. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land where adequate infrastructure and transportation alternatives exist.
- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Land Development Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Land Development Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.

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

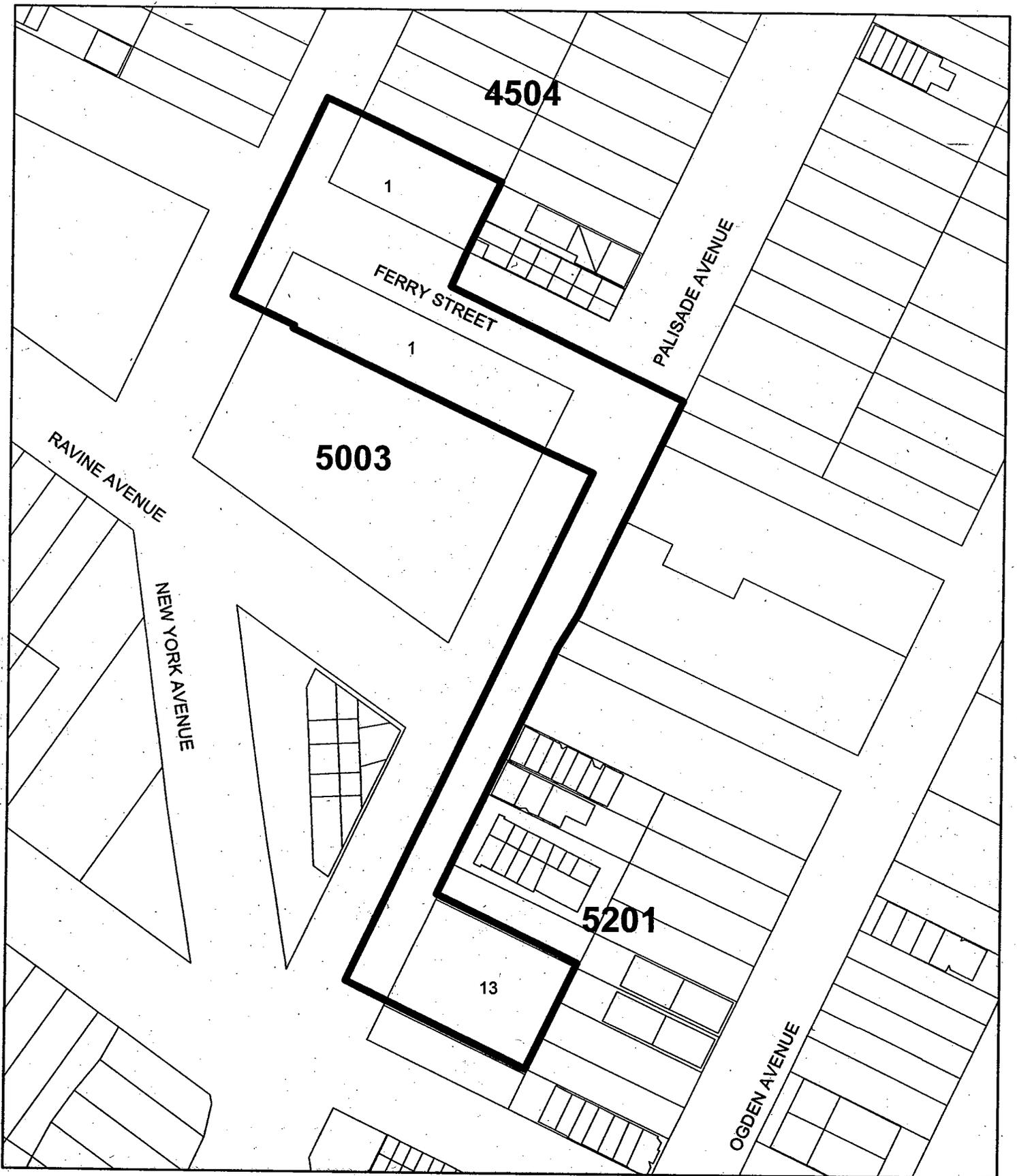
- A. This Plan may be amended from time to time upon compliance with the requirements of law. A fee of one thousand dollars (\$1,000), plus all costs for copying and transcripts shall be payable to the City of Jersey City for any request to amend this Plan. If there is a designated developer, as provided 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.

### **XIV. DEFINITIONS**

~~Definitions contained herein shall prevail within the Redevelopment Area. For definitions not contained herein, the definitions contained in the City of Jersey City Zoning Ordinance shall prevail.~~

~~**Multi-family Apartment Building**—A building containing three (3) or more dwelling units that share common horizontal and/or vertical separations, and which may also contain such accessory uses as permitted by this Redevelopment Plan.~~

XV  
MAPS



# 325 Palisade Avenue Redevelopment Plan Area Boundary Map

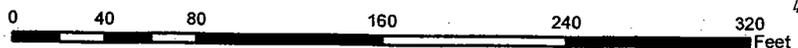
## Legend

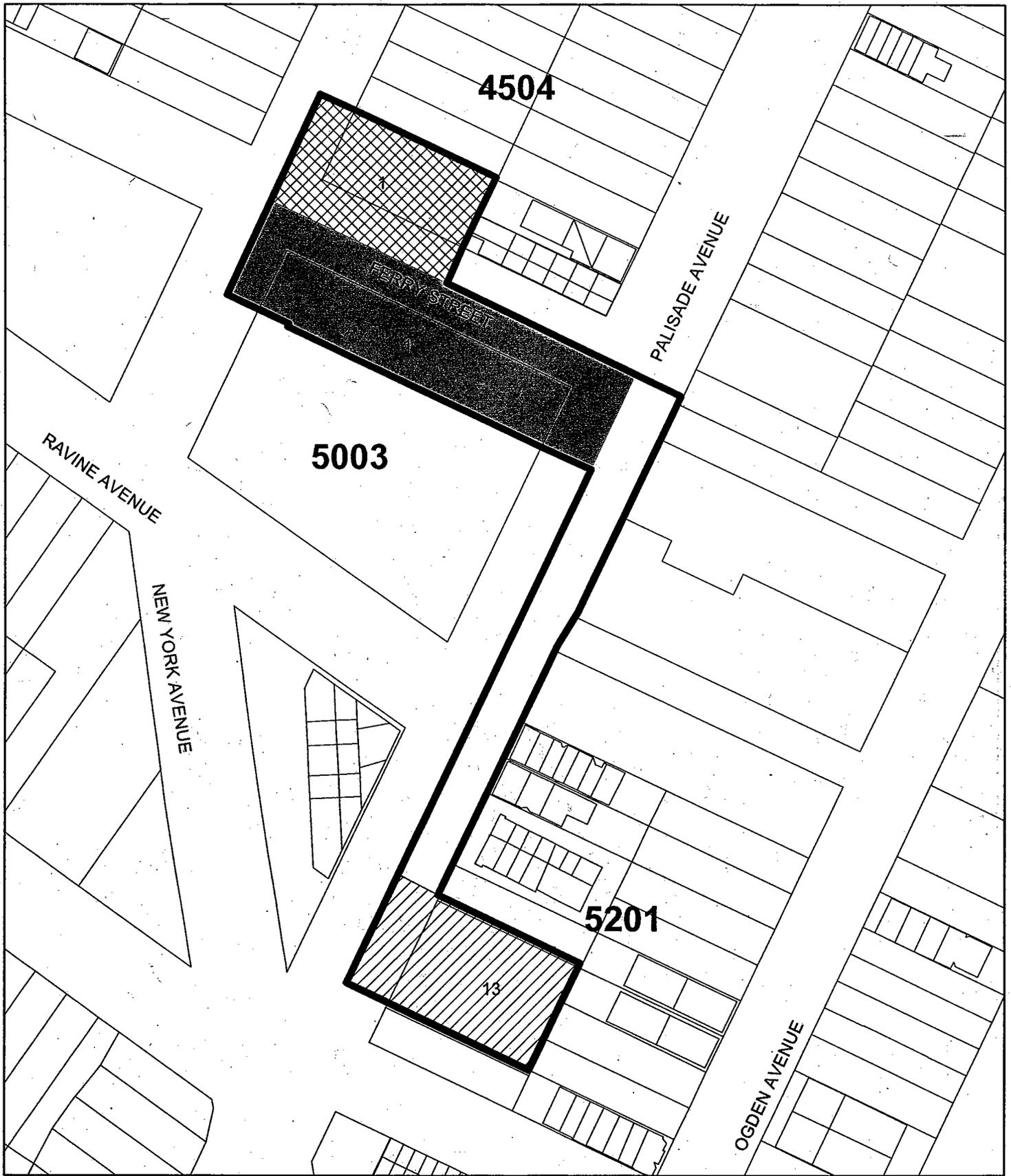
 Redevelopment Plan Boundary

May 17, 2012



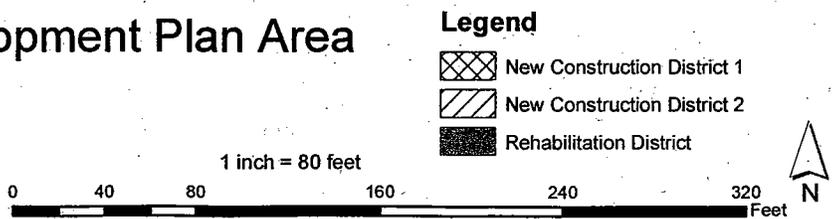
1 inch = 80 feet





**325 Palisade Avenue Redevelopment Plan Area  
Land Use District Map**

May 17, 2012



City Clerk File No. Ord. 12-101

Agenda No. 3.K 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

## CITY ORDINANCE 12-101

### TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO PRINCIPAL STRUCTURES AND PARAPET HEIGHT

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

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

WHEREAS, the Land Development Ordinance has an outdated and incomplete list of zones limiting the number of principal structures; and

WHEREAS, the Land Development Ordinance currently has no limit on the height of rooftop parapets; and

WHEREAS, adding a limit to parapet heights will help ensure that buildings are constructed with appropriate heights and are visually appropriate; and

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

WHEREAS, the Planning Board at its meeting of June 5, 2012 did vote to recommend that the Municipal Council adopt these amendments to the Supplementary Zoning section of the Land Development Ordinance; and

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

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

#### BE IT FURTHER ORDAINED THAT:

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

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

APPROVED AS TO LEGAL FORM

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

APPROVED:

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

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO PRINCIPAL STRUCTURES AND PARAPET HEIGHT**

**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 the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to update the list of zones limiting the number of principal structures, and to put a height limit on rooftop parapets.

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

List of zones is currently incomplete, and there is currently no limit on the height of parapets, which could result in unwanted building façade height.

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

Brings Land Development Ordinance up to date and fills “gaps” in the law.

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

None

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

Upon approval

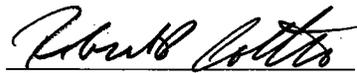
**8. Anticipated Completion Date: N/A**

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

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

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

  
Division Director

July 3, 2012  
Date

  
Deputy Department Director Signature

July 3, 2012  
Date

As of 5/15/12

**§345-60 Supplementary Zoning Regulations**

- A. No Change.
- B. Principal Structures. Only one principal structure may be located on a single lot in the R-1, R-2, *R-1A, R-1F*, R-3, R-4, NC, OR, ~~W and H~~ zones, *and residential and mixed-use residential zones in Redevelopment Plans*. In all other zones, related compatible principal structures under one management may be erected, used or occupied provided that all yard, setback, and coverage requirements of this Chapter are met.
- C. No change.
- D. No Change.
- E. No change
- F. No change
- G. Height Exceptions.
  1. Penthouses and roof structures for the housing of stairways, tanks, ventilating fans, air-conditioning equipment, dust collectors or similar equipment required to operate and maintain the building as well as ~~fire or parapet walls~~, skylights, spires, cupolas, flagpoles, chimneys, water tanks or similar structures may be erected above the height limits prescribed by this Chapter but in no case more than the following distances above the maximum height permitted in the district, except church spires shall have no height restrictions.

Building Height(feet)	Maximum Height of the Exceptions
Up to 35	10 feet
35 to 100	12 feet or 20% of building height, whichever is greater
101 and over	20 feet or 20% of building height, whichever is greater

2. *Fire or parapet walls may be erected above the height limits prescribed by this Chapter up to a maximum height of 6' from the*

***roof of the top story and with a minimum of 42" from the floor of the rooftop deck, if provided.***

3. ~~2.~~ Mechanical and other roof appurtenances shall not exceed twenty percent (20%) of the roof area and shall be properly shielded.
4. ~~3.~~ Where a property in any zone except the Historic District is located within the one hundred (100) year Flood Plain, the number of feet required to reach the base flood elevation plus one shall be added to the maximum permitted height of the building.

#### H. Solar Panels

1. Solar panels are exempt from the rooftop area limits of 20% as outlined in **G.3F.2** above.
2. Ancillary solar equipment located on the roof is subject to height and rooftop area limits of 20% of rooftop area as outlined in **G.1F.4** and **G.3F.2** above.
3. Any solar array equipment design which satisfies the criteria as outlined in §345-16B(4) is not subject to review before the Planning Board or Zoning Board of Adjustment.

- I. No Change
- J. No change
- K. No Change
- L. No change
- M. No Change
- N. No Change
- O. No Change
- P. No Change
- Q. No Change
- R. No Change
- S. No Change
- T. No Change

# **SUMMARY STATEMENT**

## **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE – SUPPLEMENTARY ZONING AS IT PERTAINS TO PRINCIPAL STRUCTURES AND PARAPET HEIGHT**

This Ordinance will amend the Supplementary Zoning section of the Land Development Ordinance (Zoning Ordinance) to update the list of zones limiting the number of principal structures, and to put a height limit on rooftop parapets.

City Clerk File No. Ord. 12-102

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 12-102

TITLE: **AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH NAMS DEVELOPERS, INC., PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 17905, LOT 1, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 650 COMMUNIPAW AVENUE**

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

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

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060 (Section 304-1 et seq. of the Municipal Code), and as amended by Ordinance 07-146, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed commercial and multiple dwelling, is permitted for a period of five (5) years; and

**WHEREAS**, Nams Developers, Inc., is the owner of a newly constructed four (4) story building with eighteen (18) residential rental units with five (5) retail/commercial space on the ground floor, located in Block 17905, Lot 1 on the City's Tax Map and more commonly known by the street address of 650 Communipaw Avenue, Jersey City, N.J.; and

**WHEREAS**, the Tax Assessor has certified that Nams Developers, Inc., substantially completed the improvements and received a Certificate of Occupancy on April 27, 2012; and

**WHEREAS**, on May 3, 2012, the owner filed an application to tax exempt the newly constructed four (4) story mixed use building, a copy of which application is attached hereto; and

**WHEREAS**, as determined by the assessor on October 1<sup>st</sup> of the year following completion, the owner proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 39% of actual full taxes, estimated to be \$13,214;
- (c) 2016: the third tax year, 59% of actual full taxes, estimated to be \$18,930;
- (d) 2017: the fourth tax year, 79% of actual full taxes, estimated to be \$24,646; and
- (e) 2018: the fifth tax year, 80% of actual full taxes, estimated to be \$30,361;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$37,951 a year upon completion; and

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**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH NAMS DEVELOPERS, INC., PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 17905, LOT 1, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 650 COMMUNIPAW AVENUE**

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

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

**WHEREAS**, on June 28, 2012, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$37,951.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed four (4) story building with mixed use space, containing eighteen (18) residential rental units with five (5) retail/commercial space on the ground floor, located in Block 17905, Lot 1, and more commonly known by the street address of 650 Communipaw Avenue, Jersey City, N.J., is hereby approved.

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

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$13,214
  - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$18,930;
  - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$24,646; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$30,361.

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

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

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

**AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH NAMS DEVELOPERS, INC., PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 17905, LOT 1, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 650 COMMUNIPAW AVENUE**

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

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

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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

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.

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 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  
6/29/12

\_\_\_\_\_  
Ed Toloza, Tax Assessor

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required   
Not Required

6-29-12

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **NAMS DEVELOPERS, INC.** [Applicant], whose principal place of business is c/o Mohan Myneni, 682 Highway 440, Jersey City, NJ 07304.

**WITNESSETH:**

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

**WHEREAS**, the Applicant is owner of certain property located at 650 Communipaw Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 17905, Lot 1 on the Tax Assessor's Map, more commonly known by the street address of 650 Communipaw Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about June 13, 2012, the Applicant applied for a five year tax exemption to construct a new mixed use project in a four (4) story building with eighteen (18) residential rental units with five (5) retail/commercial space on the ground floor on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

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

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

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new mixed use project in a four (4) story building with fifteen (15) residential units [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance \_\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

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

1. For the full calendar year of 2014, no payment in lieu of taxes;
2. For the full calendar year of 2015, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$13,214;
3. For the full calendar year of 2016, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$18,930;
4. For the full calendar year of 2017, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$24,646; and
5. For the full calendar year of 2018 eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$30,361.

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

## **ARTICLE III: APPLICATION FEE**

The Applicant agrees to pay the sum of **\$3,500** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

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

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term

of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

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

#### **ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID**

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

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

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

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

#### **ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

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

Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 2012 to the date of termination.

**ARTICLE X: PROJECT EMPLOYMENT AGREEMENT**

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

**ARTICLE XI: NOTICES**

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

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

Nams Developers, Inc.  
682 Highway 440  
Jersey City, NJ 07304  
Attn: Mohan Myneni

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4025  
Attn: Charles J. Harrington, III, Esq.

**ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

\_\_\_\_\_

**NAMS DEVELOPERS, INC.**

BY: \_\_\_\_\_  
**Mohan Myneni, Member**

**ATTEST:**

\_\_\_\_\_

**Robert Byrne**  
**City Clerk**

**CITY OF JERSEY CITY**

BY: \_\_\_\_\_  
**John Kelly**  
**Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF JERSEY CITY** [City] and **NAMS DEVELOPERS, INC.**, having its principal office at c/o Mohan Myneni, 682 Highway 440, 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 121-125 Newark Avenue, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
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. Acting 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 5 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. 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 Acting 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 Acting 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 work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. 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 residency, including gender and ethnic/racial origin of each worker. 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 Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

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

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

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

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

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

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting 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. Damages:**

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

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

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

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

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

#### **X. Notices**

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

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

Nams Developers, Inc.  
682 Highway 440  
Jersey City, NJ 07304  
Attn: Mohan Myneni

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4025  
Attn: Charles J. Harrington, III, Esq.

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

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

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

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

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

**XII. Controlling Regulations and Laws:**

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

**ATTEST:**

**CITY OF JERSEY CITY**

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

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

**WITNESS:**

**CHOSE ESTATES, LLC**

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

\_\_\_\_\_  
**Mohan Myneni**  
**President**



# ORDINANCE OF JERSEY CITY, N.J.

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

## CITY ORDINANCE 12-103

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH CHOSEN ESTATES, LLC, PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10601, LOT 10, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 300 MAGNOLIA AVENUE**

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

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

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060 (Section 304-1 et seq. of the Municipal Code), and as amended by Ordinance 07-146, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed multiple dwelling, is permitted for a period of five (5) years; and

**WHEREAS**, Chosen Estates, LLC, is the owner of a newly constructed four (4) story building with fifteen (15) residential rental units, located in Block 10601, Lot 10 on the City's Tax Map and more commonly known by the street address of 300 Magnolia Avenue, Jersey City, N.J.; and

**WHEREAS**, the Tax Assessor has certified that Chosen Estates, LLC, substantially completed the improvements and received a Certificate of Occupancy on December 23, 2011; and

**WHEREAS**, on or about June 11, 2012, the owner filed an application to tax exempt the newly constructed four (4) story residential rental multiple dwelling building, a copy of which application is attached hereto; and

**WHEREAS**, as determined by the assessor on October 1<sup>st</sup> of the year following completion, the owner proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 39% of actual full taxes, estimated to be \$13,188;

- (c) 2016: the third tax year, 59% of actual full taxes, estimated to be \$18,154;
- (d) 2017: the fourth tax year, 79% of actual full taxes, estimated to be \$23,120; and
- (e) 2018: the fifth tax year, 80% of actual full taxes, estimated to be \$23,369;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$29,211 a year upon completion; and

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

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

**WHEREAS**, on June 28, 2012, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$29,211.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed four (4) story building with multiple dwelling use, containing fifteen residential rental units, located in Block 10601, Lot 10, and more commonly known by the street address of 300 Magnolia Avenue, Jersey City, N.J., is hereby approved.

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

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$13,188
  - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$18,154;
  - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$23,120; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$23,369.

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

calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

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

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

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

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

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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

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.

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.

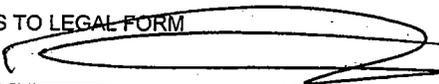
**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
7/09/12

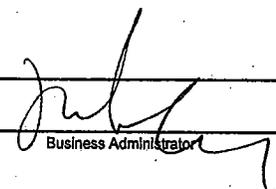
Ed Toloza, Tax Assessor

APPROVED AS TO LEGAL FORM

APPROVED:



APPROVED:



Corporation Counsel

Business Administrator

Certification Required

Not Required

6-25-12

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **CHOSEN ESTATES, LLC** [Applicant], whose principal place of business is c/o Srinath Kotla, 61 Joanna Way, Short Hills, NJ 07078.

**WITNESSETH:**

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

**WHEREAS**, the Applicant is owner of certain property located at 300 Magnolia Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 10601, Lot 10 on the Tax Assessor's Map, more commonly known by the street address of 300 Magnolia Avenue, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about June 11, 2012, the Applicant applied for a five year tax exemption to construct a new multiple dwelling project in a four (4) story building with fifteen (15) residential rental units on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

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

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

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new Multiple Dwelling project in a four (4) story building with fifteen (15) residential units [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance \_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

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

1. For the full calendar year of 2014, no payment in lieu of taxes;
2. For the full calendar year of 2015, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$13,188;
3. For the full calendar year of 2016, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$18,154;
4. For the full calendar year of 2017, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$23,120; and
5. For the full calendar year of 2018 eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$23,369.

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

## **ARTICLE III: APPLICATION FEE**

The Applicant agrees to pay the sum of **\$3,000** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

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

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final; for part or the whole of the Project. During the term

of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

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

#### **ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID**

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

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

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

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

#### **ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

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

Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 2012 to the date of termination.

#### **ARTICLE X: PROJECT EMPLOYMENT AGREEMENT**

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

#### **ARTICLE XI: NOTICES**

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

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

Chosen Estates, LLC  
61 Joanna Way  
Short Hills, NJ 07078  
Attn: Srinath Kotla

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4025  
Attn: Charles J. Harrington, III, Esq.

#### **ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

\_\_\_\_\_

**ATTEST:**

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

**CHOSEN ESTATES, LLC**

BY: \_\_\_\_\_  
**Srinath Kotla, Member**

**CITY OF JERSEY CITY**

BY: \_\_\_\_\_  
**John Kelly**  
**Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF JERSEY CITY** [City] and **CHOSEN ESTATES, LLC**, having its principal office at c/o Srinath Kotla, 61 Joanna Way, Short Hills, NJ 07078. Recipient agrees as follows:

### **I. Definitions:**

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

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "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 121-125 Newark Avenue, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
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. Acting 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 5 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. 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 Acting 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 Acting 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 work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. 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 residency, including gender and ethnic/racial origin of each worker. 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 Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.

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

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

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

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

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

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting 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. Damages:**

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

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

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

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

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

#### **X. Notices**

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

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

Chosen Estates, LLC  
61 Joanna Way  
Short Hills, NJ 07078  
Attn: Srinath Kotla

and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, NJ 07311-4025  
Attn: Charles J. Harrington, III, Esq.

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

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

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

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

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

**XII. Controlling Regulations and Laws:**

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

**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
**City Clerk**

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**John Kelly**  
**Business Administrator**

**WITNESS:**

**CHOSEN ESTATES, LLC**

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**Secretary**

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**Srinath Kotla**  
**President**



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-104

**TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH SAINT PAUL'S, LLC, PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 6801, LOT 21, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 68-76 ST. PAUL'S AVENUE & 70-74 OAKLAND AVENUE**

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

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

**WHEREAS**, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060 (Section 304-1 et seq. of the Municipal Code), and as amended by Ordinance 07-146, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

**WHEREAS**, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for a newly constructed multiple dwelling, is permitted for a period of five (5) years; and

**WHEREAS**, St. Paul's LLC, is the owner of a newly constructed 4½ story building with 55 residential rental units and 60 below ground parking spaces, located in Block 6801, Lot 21 on the City's Tax Map and more commonly known by the street address of 68-76 St. Paul's Avenue & 70-74 Oakland Avenue, Jersey City, N.J.; and

**WHEREAS**, the Tax Assessor has begun construction but no Certificate of Occupancy has been issued; and

**WHEREAS**, on May 30, 2012, the owner filed an application to tax exempt the newly constructed residential rental multiple dwelling, a copy of which application is attached hereto; and

**WHEREAS**, as determined by the assessor on October 1<sup>st</sup> of the year following completion, the owner proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and taxed) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 39% of actual full taxes, estimated to be \$57,549;

- (c) 2016: the third tax year, 59% of actual full taxes, estimated to be \$87,061;
- (d) 2017: the fourth tax year, 79% of actual full taxes, estimated to be \$116,574; and
- (e) 2018: the fifth tax year, 80% of actual full taxes, estimated to be \$118,049;

**WHEREAS**, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$147,561 a year upon completion; and

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

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

**WHEREAS**, on June 28, 2012, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor; and

**WHEREAS**, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$147,561.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed 4½ story building with 55 residential rental units and 60 parking spaces, located in Block 6801, Lot 21, and more commonly known by the street address of 68-76 St. Paul's Avenue & 70-74 Oakland Avenue, Jersey City, N.J., is hereby approved.

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

- (a) tax payment on the new improvements shall be:
  - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
  - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$57,549;
  - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$87,061;
  - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$116,574; and
  - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$118,049.

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

calculated on the higher of the amount estimated above or the actual taxes due after the revaluation; and

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

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

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

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

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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

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.

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 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  
06/29/12

APPROVED AS TO LEGAL FORM Ed Toloza, Tax Assessor  
[Signature]  
Corporation Counsel

APPROVED: \_\_\_\_\_  
[Signature]  
Business Administrator

Certification Required   
Not Required

6-25-12

**TAX AGREEMENT**  
**FIVE YEAR/NEW CONSTRUCTION**

**THIS AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **ST. PAUL'S LLC** [Applicant], whose principal place of business is 12 Small Brook Circle, Randolph, NJ 07869.

**WITNESSETH:**

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

**WHEREAS**, the Applicant is owner of certain property located at 68-76 St. Paul's Avenue & 70-74 Oakland Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 6801, Lot 21 on the Tax Assessor's Map, more commonly known by the street address of 68-76 St. Paul's Avenue & 70-74 Oakland Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

**WHEREAS**, on or about May 30, 2012, the Applicant applied for a five year tax exemption to construct a new Multiple Dwelling project with a 4½ story building containing 55 residential rental units and 60 underground parking spaces on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

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

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

**ARTICLE I: APPROVAL OF TAX EXEMPTION**

The City hereby agrees to a tax exemption for the construction of a new Multiple Dwelling project with a 4½ story building containing 55 residential rental units and 60 underground parking spaces [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1

et seq. and Ordinance \_\_\_\_\_ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

## **ARTICLE II: IN LIEU OF TAX PAYMENTS**

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

1. For the full calendar year of 2014, no payment in lieu of taxes;
2. For the full calendar year of 2015, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$57,549;
3. For the full calendar year of 2016, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$87,061;
4. For the full calendar year of 2017, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$116,574; and
5. For the full calendar year of 2018 eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$118,049.

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

## **ARTICLE III: APPLICATION FEE**

The Applicant agrees to pay the sum of **\$10,000** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

## **ARTICLES IV: FEDERAL, STATE AND LOCAL LAW**

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

## **ARTICLE V: TERM OF EXEMPTION**

The Tax Exemption granted shall be valid and effective for a period of five (5) full

calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

#### **ARTICLE VI: REVALUE**

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

#### **ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID**

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

#### **ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY**

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

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

#### **ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION**

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and

City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 2012 to the date of termination.

#### **ARTICLE X: PROJECT EMPLOYMENT AGREEMENT**

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

#### **ARTICLE XI: NOTICES**

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

**Notice to City:**

Business Administrator  
City Hall, 280 Grove Street  
Jersey City, New Jersey 07302

**Notice to Applicant:**

Saint Paul's LLC  
12 Small Brook Circle  
Randolph, NJ 07869  
Attn: Milton Fantin, Owner

#### **ARTICLE XII: GENERAL PROVISIONS**

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

**WITNESS:**

\_\_\_\_\_

**ST. PAUL'S LLC**

BY: \_\_\_\_\_

**Milton Fantin, Member**

**ATTEST:**

\_\_\_\_\_

**Robert Byrne  
City Clerk**

**CITY OF JERSEY CITY**

BY: \_\_\_\_\_

**John Kelly  
Business Administrator**

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, 2012, between the **CITY OF JERSEY CITY** [City] and **SAINT PAUL'S, LLC**, having its principal office at 12 Small Brook Circle, Randolph, NJ 07869. 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 121-125 Newark Avenue, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
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. Acting 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 5 years from the date of Substantial Completion of the Project.

**VI. Good Faith Defined:**

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. 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 Acting 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 Acting 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 work hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by employees of the Contractor and each of its Subcontractors. 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 residency, including gender and ethnic/racial origin of each worker. 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 Acting Mayor Jerramiah T. Healy's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
  - b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
    - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
    - ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

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

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Acting 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. Damages:**

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

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

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

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

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

#### **X. Notices**

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

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

Saint Paul's LLC  
12 Small Brook Circle  
Randolph, NJ 07869  
Attn: Milton Fantin, Owner

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

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

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

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

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

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

To the extent required by State and Federal Law and so long as the Entity discharges its Good Faith obligations under this agreement, the City agrees and acknowledges that the Recipient and its

contractors are free to hire whomever they choose. If this agreement conflicts with any collective bargaining agreement, the City agrees to defer to such agreements so long as the Recipient provides the City with a copy of the offending provision in the collective bargaining agreement.

**ATTEST:**

**CITY OF JERSEY CITY**

---

**Robert Byrne**  
**City Clerk**

---

**John Kelly**  
**Business Administrator**

**WITNESS:**

**SAINT PAUL'S, LLC**

---

**Secretary**

---

**Milton Fantin**  
**President**

City Clerk File No. Ord. 12-105

Agenda No. 3.0 1st Reading

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



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 12-105

**TITLE: ORDINANCE APPROVING 1) THE SETTLEMENT OF LITIGATION WITH K HOVNANIAN AT 77 HUDSON URBAN RENEWAL COMPANY, LLC AND 2) AN AMENDMENT TO ITS LONG TERM TAX EXEMPTION 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**, K. Hovnanian at 77 Hudson Urban Renewal Company, LLC is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. [Entity]; and

**WHEREAS**, by the adoption of Ordinance 06-017 on March 8, 2006, the City of Jersey City approved a 20 year tax exemption for a mixed use condominium building to be constructed at 77 Hudson Street, Block 36, Lot 40, formerly Lot 1A [Property] and authorized the execution of a Financial Agreement; and

**WHEREAS**, thereafter the Entity completed construction of a forty-eight (48) story building, containing approximately 420 market rate residential condominium units, and a portion of the parking garage for approximately 420 cars and one or more condominium retail units of approximately 10,914 square feet [Project]; and

**WHEREAS**, due to the downturn of the real estate market, both locally and nationwide, the residential condominium market in Hudson County became stagnant with little forward momentum; and

**WHEREAS**, on July 17, 2009, the Entity filed an Application with the City seeking to extend its 20 year tax exemption for the Project to 30 years and reduce the percentage of its annual service charge; and

**WHEREAS**, the City denied the application and the Entity filed suit against the City, the Mayor and Municipal Council (collectively, the City) under Docket No L-6119-2009 [the Litigation]; and

**WHEREAS**, the Entity alleges in the complaint that the City discriminated against it by failing to extend the 2006 tax abatement and reduce the percentage of the service charge, when a similar extension and service charge reduction to a 2006 tax abatement was approved for Second Street Urban Renewal, LLC [Second Street] and in doing so, acted arbitrarily and unreasonably; violated 42 U.S.C.A. Section 1983 and the New Jersey especially as compared to the extension and service charge reduction approved for Second Street several months earlier; and

**WHEREAS**, although the City prevailed at the trial level, that decision was overturned in the Appellate Division and the matter was remanded to the Superior Court for trial; and

**WHEREAS**, the Entity alleges that it continues to sustain economic damages and that the rate of unit sales has languished notwithstanding reductions in price, so that even today more than 85 units of its Entity owned units remain unsold, while the units owned by Second Street have sold out; and

**WHEREAS**, settlement discussions ensued and the matter was referred to former Chief Supreme Court Justice James Zazzali, for mediation; and

**WHEREAS**, after reviewing the submissions from the parties and considering the arguments of counsel, Chief Supreme Court Justice Zazzali recommended a settlement; and

**WHEREAS**, under the terms of the settlement, the Entity will receive a modest reduction in the percentage of the service charge from 16% to 11% but only for the initial three years of the tax abatement, and only for the units owned by the Entity and unsold as of July 18, 2012 and with no extension of the tax abatement term whatsoever; and

**WHEREAS**, the Entity has represented that it believes the amendment will enable it to accelerate the sale of the remaining units in the project which benefits not only the Entity but the Project and the City.

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

A. The Corporation Counsel is authorized to execute a Consent Order or any other appropriate document to settle the matter entitled K Hovnanian at 77 Hudson Street Urban Renewal Company, LLC v City of Jersey City, the Municipal Council of Jersey City, Jerramiah Healy, Mayor of Jersey City, et als, Docket No. HUD-1-6119-2009 on the within terms.

B. The application to amend the tax exemption and Financial Agreement entered to pursuant to Ordinance 06-017 between the City of Jersey City and K. Hovnanian At 77 Hudson Urban Renewal Company, LLC, but only as to any units unsold by the K Hovnanian as of July 18, 2012, is hereby approved as follows:

Annual Service Charge: each year the greater of:

- (a) the Minimum Annual Service Charge upon Project Completion, whether or not the Project is occupied; or
- (b) 11% of Annual Gross Revenue for years 1 through 3, inclusive, and 16% of the Annual Gross Revenue for the remaining term of the Financial Agreement, subject to statutory increases during the term of the tax exemption.

C. The Mayor or Business Administrator is authorized to execute an Addendum to the Financial Agreement as it relates to only the units owned by the Entity but unsold as of July 18, 2012, to reflect the within modifications. All remaining terms of the Financial Agreement executed in 2006, shall remain in full force and effect.

D. All documents shall be in substantially the form attached subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary to effectuate the purposes of the within ordinance.

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

F. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially

the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

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

H. 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.

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

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

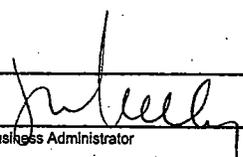
**NOTE:** All material is new; therefore underlining has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

JM/he  
8/10/09

APPROVED AS TO LEGAL FORM

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

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

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

Certification Required   
Not Required

Current

K.HOVNANIAN AT 77 HUDSON  
STREET URBAN RENEWAL  
COMPANY, L.L.C.,

Plaintiff,

-against-

THE CITY OF JERSEY CITY, THE  
MUNICIPAL COUNCIL OF JERSEY  
CITY, JERRAMIAH HEALY, MAYOR  
OF JERSEY CITY, PERSONNALLY &  
IN HIS CAPACITY AS MAYOR, JOHN  
DOES 1-99 AND JANE DOES 1-99

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION : HUDSON COUNTY

Docket No.: HUD-1-6119-2009

CIVIL ACTION

**CONSENT JUDMENT**

THIS MATTER, having come before this Court and the parties appearing with counsel, Christopher D. Hopkins, Esq., attorney for the Plaintiff, K. Hovnanian at 77 Hudson Street Urban Renewal Company, L.L.C. (hereinafter referenced as "Plaintiff") and William Matsikoudis, Esq., attorney for Defendants, the City of Jersey City, the Municipal Council of Jersey City, Jerramiah Healy, Mayor of Jersey City, personally and his capacity as Mayor (hereinafter the "Defendants") having reached a resolution of the claims in this matter pursuant to a Settlement Agreement annexed hereto, and for good cause shown,

IT is on this \_\_\_\_\_ day of \_\_\_\_\_

Ordered that:

1. The Initial Annual Service Charge, as contained in the Financial Agreement of March 8, 2006, between K. Hovnanian at 77 Hudson Street Urban Renewal Company, LLC and the City of Jersey City, shall be reduced from 16% to 11% for all unsold Homes as of July 18, 2012 and for the ensuing three years, effective as to each such unsold Home upon the date of closing of title.

2. The Defendants and all of its Boards, Departments, agencies, agents, officials and employees shall be fully bound by, and shall take all actions necessary to implement any of the provisions of this Judgment and all orders, agreements, ordinances and resolutions referred to herein.

3. The Court shall retain jurisdiction of this matter to ensure the performance of the parties under this Order.

4. Plaintiff's Complaint is hereby dismissed without prejudice. The claims shall be dismissed with prejudice upon the date that the change in the Financial Agreement becomes final and nonappealable.

5. No costs are awarded against either party.

6. A copy of this Order shall be served upon all parties within 7 days of the entry of this Order.

---

HON. CHRISTINE FARRINGTON, J.S.C.

We hereby consent to the  
form and entry of this order

THE LAW OFFICE OF CHRISTOPHER D. HOPKINS, L.L.C.  
Attorneys for Plaintiff

By: \_\_\_\_\_  
Christopher D. Hopkins, Esq.

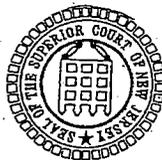
JERSEY CITY LAW DEPARTMENT  
Attorneys for Defendants

By: \_\_\_\_\_  
William F. Matsikoudis, Esq.

# SUPERIOR COURT OF NEW JERSEY

## HUDSON VICINAGE

CHAMBERS OF  
CHRISTINE FARRINGTON  
JUDGE



Hudson County Administration Building  
595 Newark Avenue  
Jersey City, New Jersey 07306  
(201) 795-6489

September 23, 2011

Judith D. O'Donnell,  
Assistant Corporation Counsel  
Jersey City Law Department  
280 Grove Street  
Jersey City, NJ 07302

Christopher D. Hopkins, Esq.  
1812 Front Street  
Scotch Plains, NJ 07076

RECEIVED  
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CITY OF JERSEY CITY  
LAW DEPARTMENT

**Re: K. Hovnanian at 77 Hudson Street Hurban Renewal Company, LLC  
vs. City of Jersey City, the Municipal Council of Jersey City, et al.  
Docket No. HUD-L-6119-09**

Counsel:

This constitutes the Court's decision on defendants' motion to dismiss plaintiff's complaint pursuant to Rule 4:6-2(e).

This matter is before the Court on remand from the Appellate Division to determine whether the plaintiff has stated a claim in its complaint which alleges that defendants abused their discretion in failing to grant plaintiff an amendment to a financial agreement entered pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 to 20 (LTTEL) thereby subjecting the denial to judicial review.

In March 2006, defendants approved a financial agreement granting K. Hovnanian at 77 Hudson Street Hurban Renewal Company, LLC, an urban renewal entity, a tax abatement pursuant to the LTTEL to "revitalize a portion of the Jersey City downtown area by constructing a 420 plus or minus condominium unit development"; the project is known as "77 Hudson." Hovnanian agreed to pay Jersey City "in lieu of property taxes, an annual service charge... amounting to (sixteen percent) of the annual gross revenue... for a (twenty) year period," pursuant to N.J.S.A. 40A:20-14.

At about the same time, defendants approved another financial agreement with Second Street Waterfront Urban Renewal, LLC (Second Street), for the construction of a "luxury condominium

Re: K. Hovnanian at 77 Hudson St. Urban  
Renewal Co., LLC v. City of J.C., et al.  
Docket No. L-6119-09

development” on the shore of the Hudson River under the same financial terms as Hovnanian’s; this project is known as “Crystal Point.” Construction on both projects began soon thereafter, and each was “nearly complete” in 2008.

The decline in the real estate market that year caused “devastating setbacks” to the Jersey City housing market. Second Street applied for and received an amendment to its financial agreement on June 16, 2009; the amendment provided that instead of paying sixteen percent of gross revenues for twenty years, Second Street would pay eleven percent for the first five years, thirteen percent for the next five years, and sixteen percent for the next twenty years, thereby extending Second Street’s original agreement by ten years.

Shortly thereafter, Hovnanian made “an identical application” to modify its financial agreement. On September 21, 2009, the mayor sent a letter to the municipal council recommending that Hovnanian’s application be denied, stating the following reasons:

- a. The decision to approve a tax abatement, including an amendment, is within the sound discretion of the governing body.
- b. For projects that have already received a tax abatement and are under construction, or completed, the bar for approval of an amendment is particularly high. That is because the justification for the tax abatement (i.e. without the tax abatement any project or project of this caliber may not be constructed) is absent.
- c. ....
- d. ... (T)here are similarities between the Crystal Point and 77 Hudson projects. Both residential condominium projects are located along the Hudson River corridor. Construction has been complete at 77 Hudson and is substantially complete at Crystal Point. However, after a careful review... I cannot support the 77 Hudson... amendment. 77 Hudson is in the heart of Exchange Place, an area with an active street life with access to various urban amenities. It is directly on the light rail. It is nearly across the street from the PATH and within easy walking distance of ferry and bus service. The area has a waterfront park and is nearly fully developed.
- e. ... Crystal Point is in an area that is clearly more remote than 77 Hudson. Crystal Point is not as close to public transportation and is in an area that is not as developed as 77 Hudson.

The municipal council held a hearing on October 14, 2009. Hovnanian asserted that because Second Street had received an amendment, “there is a bias now in favor of (Second Street) that has not been given to 77 Hudson...”

At the conclusion of the hearing, allegedly without discussion on the record, the council

Re: K. Hovnanian at 77 Hudson St. Urban  
Renewal Co., LLC v. City of J.C., et al.  
Docket No. L-6119-09

adopted a resolution denying Hovnanian's application for an amendment. The resolution noted that Hovnanian had already completed construction of a 48 ... story building, containing approximately 420 market rate residential condominium units, and a portion of the parking garage... and one or more condominium retail units" and had "already sold (thirty-six) units with the sale of an additional (thirteen) units pending." The council stated that in denying the application it had considered "the location and the number of units sold, and the mayor's recommendation to disapprove the application."

On November 16, 1009 Hovnanian filed a complaint in lieu of prerogative writs alleging that defendants' decision was "arbitrary, unreasonable and capricious." Hovnanian also claimed that defendants had breached the covenant of good faith and fair dealing implicit in these types of agreements, and asserted claims under 42 U.S.C.A. Section 1983 and under Art. VIII, Section 1, paragraph 1(a) of the New Jersey Constitution. In its complaint, Hovnanian quoted extensively from the mayor's September 21, 2009 letter to the municipal council; it also appended a copy of the council's resolution as an exhibit. The City of Jersey City moved to dismiss for failure to state a claim.

Rule 4:6-2(e) provides that the defense may assert as a defense that plaintiff has failed to assert a claim upon which relief can be granted. The standard informing decision on a motion to dismiss for failure to state a claim is that the complaint must be searched in depth and with liberality to determine if a cause of action can be gleaned even from an obscure statement, particularly if further discovery is taken. Every reasonable inference is therefore accorded the plaintiff and the motion is granted only in rare instances and ordinarily without prejudice. Printing Mart v. Sharp Electronics, 116 N.J. 739, 746 (1989). The test for determining the adequacy of the pleading is whether a cause of action is "suggested" by the facts. Velantzas v. Colgate-Palmolive Co., 109 N.J. 189, 192 (1988). "In reviewing a complaint dismissed under Rule 4:6-2(e) our inquiry is limited to examining the legal sufficiency of the facts alleged on the face of the complaint." Rieder v. Department of Transp., 221 N.J. Super. 547, 552 (App. Div. 1987). However, a reviewing court "searches the complaint in depth and with liberality to ascertain whether the fundament of a cause of action may be gleaned even from an obscure statement of claim, opportunity being given to amend if necessary." DiCristofaro v. Laurel Grove Memorial Park, 43 N.J. Super. 244, 252 (App. Div. 1957). At this preliminary stage of the litigation the Court is not concerned with the ability of plaintiffs to prove the allegation contained in the complaint. Somers Constr. Co. v. Board of Educ., 198 F. Supp. 732 (D.N.J. 1961). For purposes of analysis plaintiffs are entitled to every reasonable inference of fact. Independent Workers Union v. Milk Drivers Local 680, 23 N.J. 85,89 (1956) The examination of a complaint's allegations of fact required by the aforesaid principles should be one that is at once painstaking and undertaken with a generous and hospitable approach.

The first count of the complaint states that the mayor and municipal Council acted

Re: K. Hovnanian at 77 Hudson St. Urban  
Renewal Co., LLC v. City of J.C., et al.  
Docket No. L-6119-09

unreasonably, arbitrarily and capriciously in denying plaintiff's application for an amendment to its Financial Agreement. The Court finds that the alleged denial of Hovnanian's request by the council without discussion on the record and with no facts to support its denial other than a letter from the mayor recommending against the application constitutes a sufficient basis for a review of that action for abuse of discretion. Ebler v. City of Newark, 54 N.J. 487, 491 (1969).

The second count of the complaint alleges breach of implied covenant of good faith and fair dealing. This count goes to the allegation that the mayor and council have improperly favored the Crystal Point development over 77 Hudson to the economic detriment of Hovnanian. It further appears to allege a breach of the financial agreement between 77 Hudson and Jersey City. The Supreme Court has held that there is an affirmative obligation to prevent parties from taking advantage of asymmetrical relationships in breach of implied covenant of good faith and fair dealing. The Court further has insisted that in the exercise of statutory responsibilities government must "turn square corners" rather than exploit litigational or bargaining advantages that might otherwise be available to private citizens. F.M.C. Stores Co. v. Borough of Morris Plains, 100 N.J. 418 (1985). "The government's primary obligation is to comport itself with compunction and integrity, and in doing so government may have to forego the freedom of action that private citizens might employ in dealing with one another. We have similarly insisted that government adhere to strict standards in its contractual dealings". P.T. & L. Construction Co. v. Department of Transp. 108 N.J. 539(1987); Keyes v. Martin & Co. v. Director, Div. of Purchase, 99 N.J. 244 (1985); Pucillo v. Mayor and Council of New Milford, 73 N.J. 349 (1977). W. V. Pangborne & Co., Inc. v. New Jersey Dept. of Transp. 116 N.J. 543 (1989). On the basis of the aforesaid authority, the Court finds plaintiff has stated a claim in its second count.

Count three alleges violation of 42 U.S.C.A. Section 1983 seeking punitive damages, costs, expenses and attorneys fees for denial of equal protection under the law. The United States and New Jersey Constitutions impose independent restraints on the legislature's power to hold citizens to different legal standards. Federal equal protection analysis employs different tiers of review: strict scrutiny when an act involves a fundamental right or a suspect class; intermediate scrutiny when an act involves a semi-suspect class; and minimal rational-basis scrutiny in all other cases. Drew Associates of N.J. v. Trivisano, 122 N.J. 249 (1991). The federal standard for review in this case clearly would be the rational basis scrutiny. 77 Hudson did not have a fundamental right to have an amendment to its financial agreement, or any financial agreement at all. The state equal protection standard, however, is somewhat more stringent. New Jersey has rejected the multi-tiered approach in favor of a less rigid balancing approach in which the nature of the affected right, the extent to which the governmental restriction intrudes upon it, and the public need for restriction. McCann v. Clerk of Jersey City, 167 N.J. 311 (2001). New Jersey courts have recognized successful equal protection claims brought by a "class of one," where plaintiff alleges that she has been intentionally treated differently from others similarly situated and that there is no rational basis for the difference in Page

September 23, 2011

Re: K. Hovnanian at 77 Hudson St. Urban  
Renewal Co., LLC v. City of J.C., et al.  
Docket No. L-6119-09

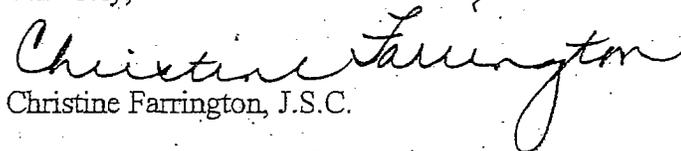
treatment... the purpose of the equal protection clause of the Fourteenth Amendment is to secure every person within the State's jurisdiction against intentional and arbitrary discrimination, whether occasioned by express terms of a statute or by its improper execution through duly constituted agents." Village of Willowbrook, et al. v. Olech 120 S. Ct. 1073 (S. Ct. 2000). The allegations of plaintiff stating that defendants acted arbitrarily and capriciously, without a reasoned basis, placing plaintiff at a substantial economic and competitive disadvantage "vis a vis Crystal Point", together with "summary abandonment in the case of plaintiff's application of Jersey City's traditional and long-held procedure of permitting a Tax Abatement Committee to consider an application after an informal hearing, and the unsupported basis of the mayor's recommendation to the council clearly state a claim for relief under traditional equal protection analysis.

Count four alleges violation of the New Jersey Constitution. Murnick v. City of Asbury Park, 95 N.J. 452 (1984) held that in egregious cases of discrimination, a taxpayer retains a constitutional right to relief. Although that case involved the application of tax ratios, the Supreme Court stated plainly that, "Equality of treatment in sharing the duty to pay real estate taxes is a constitutional right. The New Jersey Constitution, art. VIII, Section 1, paragraph 1 expressly provides that real estate "shall be assessed according to the same standard of value." The Court went on to note that, "Not every deviation, however, is of constitutional dimension. Mathematical precision is not required." In this matter where properties alleged to be similar, located in near proximity to one another, in similar stage of completion, with identical financial agreements are treated disparately, plaintiff cannot be said to have failed to state a claim at this stage of the proceedings. The Court reiterated the right to constitutional protection in Township of West Milford v. Van Decker, 120 N.J. 354 (1990), stating, "No statute can overturn the New Jersey Constitution's guarantee to its citizens that real estate "shall be assessed according to the same standard of value" or deny a citizen equal protection under the fourteenth amendment. If there is a conflict between the constitutional and statutory standards, this Court has held unequivocally that the constitutional guarantee of equality must prevail.

Defendants' motion to dismiss pursuant to R. 4:6-2(e) is denied.

Pursuant to the first case management order of September 16, 2011, the parties are directed to provide transcripts of all proceedings, documents and exhibits necessary for a review on the record of the council's action by October 21, 2011.

Sincerely,

  
Christine Farrington, J.S.C.

BAC/bjc

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K. HOVNANIAN AT 77 HUDSON :  
STREET URBAN RENEWAL :  
COMPANY, L.L.C., :

Plaintiff, :

-against' :

THE CITY OF JERSEY CITY, THE :  
MUNICIPAL COUNCIL OF :  
JERSEY CITY, JERRAMIAH :  
HEALY, MAYOR OF JERSEY :  
CITY, PERSONNALLY & IN HIS :  
CAPACITY AS MAYOR, JOHN :  
DOES 1-99 AND JANE DOES 1-99 :

Defendants. :

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

Docket No. HUD-1-6119-2009

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**REPORT OF THE MEDIATOR**

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### Procedural History

In March 2006, Jersey City approved a financial agreement granting Hovnanian, an urban renewal entity, a tax abatement pursuant to the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 to -20 (LTTEL), to “revitalize a portion of the Jersey City downtown area by constructing a 420+/- condominium unit development”; the project is known as “77 Hudson.” Hovnanian agreed to pay Jersey City “in lieu of property taxes, an annual service charge . . . amounting to [sixteen percent] of the annual gross revenue . . . for a [twenty-] year period,” pursuant to N.J.S.A. 40A:20-14.

At about the same time, Jersey City approved another financial agreement with Second Street Waterfront Urban Renewal, LLC (Second Street), for the construction of a “luxury condominium development” on the shore of the Hudson River under the same financial terms as Hovnanian’s. This project is known as “Crystal Point.” Construction on both projects began soon thereafter, and each was “nearly complete[.]” in 2009.

The decline in the real estate market that year caused “devastating setbacks” to the Jersey City housing market. Second Street applied for and received an amendment to its financial agreement on June 16, 2009. The amendment provided that instead of paying sixteen percent of gross revenues for twenty years, Second Street would pay eleven percent for the first five years, thirteen percent for the next five years, and sixteen percent for the next twenty years, thereby extending Second Street’s original agreement by ten years.

Shortly thereafter, Hovnanian made “an identical application” to modify its financial agreement. On September 21, 2009, the mayor sent a letter to the municipal counsel recommending that Hovnanian’s application be denied, stating the following reasons:

- a. The decision to approve a tax abatement, including an amendment, is within the sound discretion of the governing body.

- b. For projects that have already received a tax abatement and are under construction, or completed, the bar for approval of an amendment is particularly high. That is because the justification for the tax abatement (i.e., without the tax abatement any project or project of this caliber may not be constructed) is absent.

.....

- d. . . . [T]here are similarities between the Crystal Point and 77 Hudson projects. Both residential condominium projects are located along the Hudson River corridor. Construction has been complete at 77 Hudson and is substantially complete at Crystal Point. However, after a careful review, . . . I cannot support the 77 Hudson . . . amendment. 77 Hudson is in the heart of Exchange [P]lace, an area with an active street life with access to various urban amenities. It is directly on the light rail. It is nearly across the street from the PATH and within easy walking distance of ferry and bus service. The area has a waterfront park and is nearly fully developed.
- e. . . . Crystal Point is in an area that is clearly more remote than 77 Hudson. Crystal Point is not as close to public transportation and is in an area that is not as developed as 77 Hudson.

The municipal council held a hearing on October 14, 2009. Hovnanian asserted that because Second Street had received an amendment, “there is a bias now in favor of [Second Street] that has not been given to 77 Hudson . . . .”

At the conclusion of the hearing, the council adopted a resolution denying Hovnanian’s application for an amendment. The resolution noted that Hovnanian had already “completed construction of a forty-eight . . . story building, containing approximately 420 market rate residential condominium units, and a portion of the parking garage . . . and one or more condominium retail units” and had “already sold [thirty-six] units with the sale of an additional [thirteen] units pending.” The council stated, in denying the application, that it had considered “the location and the number of units sold, and the Mayor’s recommendation to dis the application.”

On November 16, 2009, Hovnanian filed a complaint in lieu of prerogative writ alleging that the defendants' decision was "arbitrary, unreasonable and capricious." Hovnanian also claimed that defendants had breached the covenant of good faith and fair dealing implicit in such agreements, and asserted claims under 42 U.S.C.A. § 1983 and under Art. VIII, § 1, ¶ 1(a) of the New Jersey Constitution.

In March 2010, Jersey City filed a motion to dismiss the Hovnanian complaint. The trial court dismissed the complaint for failure to state a cause of action. Hovnanian appealed that order to the Appellate Division. On July 21, 2011, the panel reversed the trial court's order dismissing the complaint and remanded the matter to the trial court to conduct an assessment of the adequacy of the complaint in accordance with applicable standards.

On remand, the Hon. Christine Farrington, J.S.C. (Judge Farrington or the trial court) heard Jersey City's motion to dismiss Hovnanian's Complaint. The trial court posed the question before it as follows:

This matter is before the Court on remand from the Appellate Division to determine whether the plaintiff has stated a claim in its complaint which alleges that defendants abuse their discretion in failing to grant plaintiff an amendment to a financial agreement entered pursuant to the Long Term Tax Exemption Law ... thereby subjecting the denial to judicial review.

On September 23, 2011, in a comprehensive opinion, Judge Farrington denied Jersey City's motion. Although one is loathe to quote lengthy excerpts, reference to the reasons why she denied the motion will assist parties in understanding why a settlement of this dispute is appropriate.

The first count of the complaint states that the mayor and municipal Council acted unreasonably, arbitrarily and capriciously in denying plaintiff's application for an amendment to its Financial Agreement. The Court finds that the alleged denial of Hovnanian's request by the council without discussion on the record and with no facts to support its denial other than a letter from the mayor recommending against the

application constitutes a sufficient basis for a review of that action for abuse of discretion. Ebler v. City of Newark 54 N.J. 487, 491 (1969).

The second count of the complaint alleges breach of implied covenant of good faith and fair dealing. This count goes to the allegation that the mayor and council have improperly favored the Crystal Point development over 77 Hudson to the economic detriment of Hovnanian. It further appears to allege a breach of the financial agreement between 77 Hudson and Jersey City. The Supreme Court has held that there is an affirmative obligation to prevent parties from taking advantage of asymmetrical relationships in breach of implied covenant of good faith and fair dealing. The Court further has insisted that in the exercise of statutory responsibilities government must "turn square corners" rather than exploit litigational or bargaining advantages that might otherwise be available to private citizens. F.M.C. Stores Co. v. Borough of Morris Plains, 100 N.J. 418 (1985). "The government's primary obligation is to comport itself with compunction and integrity, and in doing so government may have to forego the freedom of action that private citizens might employ in dealing with one another. We have similarly insisted that government adhere to strict standards in its contractual dealings". P.T. & L. Construction Co. v. Department of Transp. 108 N.J. 539 (1987); Keyes v. Martin & Co. v. Director, Div. of Purchase, 99 N.J. 244 (1985); Pucillo v. Mayor and Council of New Milford, 73 N.J. 349 (1977). W.V. Pangborne & Co., Inc. v. New Jersey Dept. of Transp. 116 N.J. 543 (1989). On the basis of aforesaid authority, the Court finds plaintiff has stated a claim in its second count.

Count three alleges violation of 42 U.S.C.A. Section 1983 seeking punitive damages, costs, expenses and attorneys fees for denial of equal protection under the law. The United States and New Jersey Constitutions impose independent restraints on the legislature's power to hold citizens to different legal standards. Federal equal protection analysis employs different tiers of review: strict scrutiny when an act involves a fundamental right or a suspect class; intermediate scrutiny when an act involves a semi-suspect class; and minimal rational-basis scrutiny in all other cases. Drew Associates of N.J. v. Travisano, 122 N.J. 249 (1991). The federal standard for review in this case clearly would be the rational basis scrutiny. 77 Hudson did not have a fundamental right to have an amendment to its financial agreement, or any financial agreement at all. The state equal protection standard, however, is somewhat more stringent. New Jersey has rejected the multi-tiered approach in favor of a less rigid balancing approach in which the nature of the affected right, the extent to which the governmental restriction intrudes upon it, and the public need for restriction. McCann v. Clerk of Jersey City, 167 N.J. 311 (2001). New

Jersey courts have recognized successful equal protection claims brought by a "class of one", where plaintiff alleges that she has been intentionally treated differently from others similarly situated and that there is no rational basis for the difference in Page treatment . . . the purpose of equal protection clause of the Fourteenth Amendment is to secure every person within the State's jurisdiction against intentional and arbitrary discrimination, whether occasioned by express terms of a statute or by its improper execution through duly constituted agents." Village of Willowbrook, et al. v. Olech 120 S. Ct. 1073 (S. Ct. 2000). The allegations of plaintiff stating that defendants acted arbitrarily and capriciously, without a reasoned basis, placing plaintiff at a substantial economic and competitive disadvantage "vis a vis Crystal Point", together with "summary abandonment in the case of plaintiff's application of Jersey City's traditional and long-held procedure of permitting a Tax Abatement Committee to consider an application after an informal hearing, and the unsupported basis of the mayor's recommendation to the council clearly state a claim for relief under traditional equal protection analysis.

Count four alleges violation of the New Jersey Constitution. Murnick v. City of Asbury Park, 95 N.J. 452 (1984) held that in egregious cases of discrimination, a taxpayer retains a constitutional right to relief. Although that case involved the application of tax ratios, the Supreme Court stated plainly that, "Equality of treatment in sharing the duty to pay real estate taxes is a constitutional right. The New Jersey Constitution, art. VIII, Section 1, paragraph 1 expressly provides that real estate "shall be assessed according to the same standard of value." The Court went on to note that, "Not every Deviation, however, is of constitutional dimension. Mathematical precision is not required." In this matter were properties alleged to be similar, located in near proximity to one another, in similar stage of completion, with identical financial agreements are treated disparately, plaintiff cannot be said to have failed to state a claim at this stage of the proceedings. The Court reiterated the right to constitutional protection in Township of West Milford v. Van Decker, 120 N.J. 354 (1990), stating, "No statute can overturn the New Jersey Constitution's guarantee to its citizens that real estate "shall be assessed according to the same standard of value" or deny a citizen equal protection under the fourteenth amendment. If there is a conflict between the constitutional and statutory standards, this Court has held unequivocally that the constitutional guarantee of equality must prevail.

Accordingly, the trial court denied Jersey City's motion to dismiss.

The parties thereafter asked the undersigned to serve as mediator. Because Hovnanian and Jersey City asked that I serve as mediator, not an arbitrator, my role in this matter is limited. I have no authority, or desire, to "decide" the dispute. The Parties simply requested that the mediator assist - - facilitate - - a resolution. In any event, the parties submitted briefs, the opinions of the Law Division and the Appellate Division, mediation statements and other materials. A mediation was held on March 30, 2011. At that conference, the parties successfully and informally resolved their dispute. The resolution, simply stated, provides that the initial Annual Service Charge will be reduced from 16% to 11% for all unsold homes for a period of approximately three and one-half (3½) years. The parties still must agree on the effective date.

The parties then requested that I summarize the matter in a report and I agreed. The reasons supporting settlement now follow. I have omitted case citations and quotations for the convenience of the reader.

### Discussion

To begin, each party faces a risk that if it litigates, it will lose. Concerning Jersey City's interests, the City is now 0-2 in the judicial arena. Although they prevailed originally in the Law Division, the Appellate Division reversed that decision. On remand, a new judge, Judge Farrington, refused to dismiss the Hovnanian complaint. Although I set forth above the relevant portions of her opinion, they warrant a brief summary. The summary consists largely of allegations of the parties, not findings by the court. These claims have not been proven or disproven at a trial - - not tested in the crucible of direct and cross-examination. Nonetheless, the court's comments are instructive.

In the first count of its complaint, Hovnanian alleges that Jersey City acted unreasonably, arbitrarily and capriciously in denying its application for an amendment to its Financial

Agreement. The trial court concluded that because the alleged denial of Hovnanian's request by the Council was without a discussion on the record, and because there were no facts on the record to support the Council's denial other than a letter, the actions of Jersey City could not be examined to determine if it was an abuse of discretion, and so the court declined to dismiss the complaint.

Hovnanian claims in its second count that Jersey City breached the implied covenant of good faith and fair dealing. Importantly, the trial court cited New Jersey Supreme Court decisions regarding the affirmative obligations of parties not to take advantage of asymmetrical relationships, that government must "turn square corners" rather than exploit advantages that might be otherwise available to private citizens, and that government must adhere to strict standards in its contractual dealings. Accordingly, Judge Farrington decided that Jersey City must continue to litigate this claim.

The court then addressed Hovnanian's contention that Jersey City denied Hovnanian equal protection under the law in violation of the United States and New Jersey Constitutions. Judge Farrington held that that claim also must proceed.

And, finally, the court held that Hovnanian's claim that Jersey City violated the New Jersey Constitution's proviso that real estate "shall be assessed according to the same standard of value" continues.

Because all four of Hovnanian's claims will be litigated further, Jersey City faces a substantial risk that it may lose at least one of those counts. Further, Hovnanian seeks retroactive relief by way of an abatement back to 2009. If Hovnanian prevails on the merits, the "dollar" risk of such compensatory damages is quite real. Moreover, in addition to compensatory damages, it may also recover punitive damages, costs, expenses and attorneys' fees.

None of the above means that Hovnanian will prevail, but only that it may. Nor do the prior court decisions in Hovnanian's favor signify that it will prevail on all four courts, but only that Hovnanian faces the risk of losing one or more such claims.

Hovnanian also faces risks. In its mediation statement, Jersey City sets forth its position:

Notwithstanding Judge Farrington's initial decision, the city maintains that the differential treatment in this case satisfies the lenient standard for differential treatment under the Equal Protection Clause. Where the classification at issue does not impinge upon a fundamental right or differentiate among citizens on the basis of a suspect characteristic, "the Equal Protection Clause requires only that the classification rationally further a legitimate state interest." *Id.* Moreover, decision makers are afforded the greatest leeway in making classifications and drawing lines. Fitzgerald v. Racing Ass'n of Central Iowa, 539 U.S. 103, 108, 123 S. Ct. 2156 (2003) ("[T]he Constitution grants legislators, not courts, broad authority (within the bounds of rationality) to decide whom they wish to help with their tax laws and how much help those laws ought to provide."). Thus courts are "especially deferential in the context of classifications made by complex tax laws." *Nordlinger*, 505 U.S. at 11, 112 S.Ct. 2236. Tax abatements, an economic tool, are a matter of policy discretion accorded to municipalities by the legislature. No court has ever held that a property owner has a right to a tax abatement.

Putting aside the litigation risks that confront both parties, there are other substantial reasons for adjusting this matter. If the matter is not settled, further litigation and further appeals will take years before there is a final resolution. That delay - - and the resultant uncertainty - - burdens the parties. Further, the stress and aggravation of lengthy litigation to all parties is always a relevant factor. Finally, and obviously, the costs of discovery, trials and appeals will be significant. That probably understates it.

One might characterize the above as "negative" reasons in the sense that, if not settled, the parties face undesirable results. But there are also positive benefits that will accrue to the parties and the public if settled. Hovnanian persuasively sets forth these benefits as follows.

We believe the proposed settlement will provide the incentive necessary to expedite the sale of the balance of the homes as quickly

as possible which is of concrete benefit to the public by lowering the inventory of surplus homes. An inventory of unsold homes is a sign of an unhealthy and stagnant market and discourages new condominium development. Condominium units generate significantly more tax revenue for the City than rental buildings and contribute to the stability of the community.

Empty units do not have any secondary economic benefit. The City has zoned this area to encourage residential development. People living downtown create a "buzz" in the streets and support restaurants, stores and galleries. Empty homes do not.

Each family represents money spent in the community which supports local business and leads to new business development. The residents of 77 Hudson are high income and stabilize the population and employment base. The potential revenue from occupied as opposed to vacant homes in Jersey City would outweigh the reduction in PILOT payments.

In sum, we would hope that through compromise the litigation can be settled in a manner which would stabilize the condominium development and bring more people and economic development into the downtown area - - the very purpose of the redevelopment zone.

Jersey City has not expressed disagreement with the above.

For all of the above reasons, this settlement makes sense. An informal and amicable resolution is in the interest of the parties and, based on the facts presented to me, appears to be in the public interest. There may be other circumstances that support or do not support settlement. The parties are aware of those other considerations, if any, but they are not before me. That said, because of the circumstances described above, I recommend settlement.

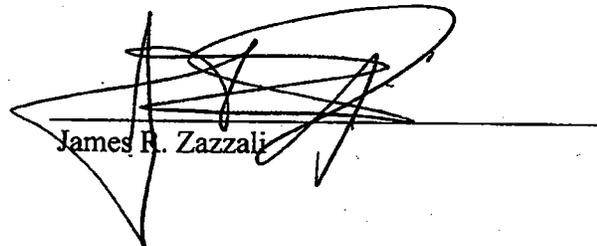
\* \* \*

A few closing observations may be of assistance.

My comments are not - -and are not intended to be - - a prediction of what a trial court or an appellate court may do.

Nothing herein is intended to question or criticize the actions of either party or their representatives. To repeat, I have considered the allegations and the materials submitted without "finding" that those assertions are or are not correct. Without deciding the merits, I have instead identified those reasons that support settlement.

Neither these parties nor any other non-party person or entity, now or in the future, should consider this resolution as precedent, binding or non-binding, in any other subsequent matter. This settlement is limited to these unique facts.

  
James R. Zazzali

Dated: April 25, 2012

# COPY

Prepared by the Court

**K. HOVNANIAN AT 77 HUDSON:  
STREET URBAN RENEWAL  
COMPANY, L.L.C.,**

**Plaintiff,**

**v.**

**THE CITY OF JERSEY CITY,  
THE MUNICIPAL COUNCIL OF:  
JERSEY CITY, JERRAMIAH  
HEALY, MAYOR OF JERSEY  
CITY, PERSONALLY & IN HIS  
CAPACITY AS MAYOR, JOHN  
DOES 1-99 AND JANE DOES  
1-99,**

**Defendants.**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

DOCKET NO. HUD-L-6119-09

CIVIL ACTION

FIFTH CASE MANAGEMENT  
ORDER

**FILED**

**JUN 21 2012**

**CHRISTINE FARRINGTON, J.S.C.**

THIS MATTER having come before this court as a result of a case management conference;

**IT IS on this 21<sup>st</sup> day of June, 2012, ORDERED**

1. The Discovery End Date for Counts Two, Three and Four of Plaintiff's complaint shall remain December 16, 2012;
2. With respect to Count One of Plaintiff's Complaint, Plaintiff's trial brief shall be due on August 8, 2012;
3. Defendant's trial brief shall be due on August 24, 2012;
4. Plaintiff's reply brief shall be due on September 4, 2012; and
5. The Trial date shall be September 11, 2012 at 1:30 PM.

RECEIVED  
 2012 JUN 25 AM 10:39  
 CITY OF JERSEY CITY  
 LAW DEPARTMENT

A copy of this Order shall be forwarded to all counsel

*Christine Farrington*  
CHRISTINE FARRINGTON, J.S.C.

K.HOVNANIAN AT 77 HUDSON  
STREET URBAN RENEWAL  
COMPANY, L.L.C.,

Plaintiff,

-against-

THE CITY OF JERSEY CITY, THE  
MUNICIPAL COUNCIL OF JERSEY  
CITY, JERRAMIAH HEALY, MAYOR  
OF JERSEY CITY, PERSONNALLY &  
IN HIS CAPACITY AS MAYOR, JOHN  
DOES 1-99 AND JANE DOES 1-99

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION : HUDSON COUNTY

Docket No.: HUD-1-6119-2009

CIVIL ACTION

**SETTLEMENT AGREEMENT**

**SETTLEMENT AGREEMENT**

This Settlement Agreement (hereinafter "Agreement") is entered into by and between Plaintiff, K. Hovnanian at 77 Hudson Street Urban Renewal Company, L.L.C. (hereinafter referenced as "Plaintiff") and Defendants, the City of Jersey City, the Municipal Council of Jersey City, Jerramiah T. Healey, Mayor of Jersey City, personally and his capacity as Mayor (hereinafter the "Defendants").

WHEREAS, Plaintiff and the City of Jersey City entered into a Financial Agreement on March 28, 2006 pursuant to the Long Term Tax Exemption Law of 1992, N.J.S.A. 40A20-1 et. seq. (the "Financial Agreement"); and

WHEREAS, on November 16, 2009, Plaintiff filed a Complaint in the Law Division of the Hudson County Superior Court challenging the City of Jersey City's denial of Plaintiff's application to modify the Financial Agreement (the "Action"); and

WHEREAS, Plaintiff made certain allegations and averments in the Complaint that commenced the Action, and Defendants have denied the allegations and averments; and

WHEREAS, the parties hereto wish to resolve their dispute and claims without resort to further litigation of the Action.

THEREFORE, for good cause and valuable consideration, including the terms and covenants set forth herein, the parties agree as follows:

#### A. GENERAL

1. This agreement shall be governed by the laws of the state of New Jersey.
2. No Party is a Prevailing Party: Neither party shall be deemed the prevailing party relative to the settlement of this matter.
3. Binding Agreement: This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective agents, principals, partners, shareholders; employees, heirs, administrators, successors, assigns, and executors.
4. Costs: Each part shall bear their own costs incurred in the Action to date. However, in the event it becomes necessary for any party to take any action to compel enforcement of this Agreement, the prevailing party shall be entitled to any and all reasonable attorneys' fees and costs incurred to compel such enforcement. The parties agree that in the event of any dispute arising from this Agreement, the parties shall be considered joint authors of this Agreement and no provision shall be interpreted against any party on the grounds of authorship.
5. Authority: All parties who have executed this Agreement hereby warrant and guarantee that they possess requisite legal capacity and authority to execute and be bound by this Agreement.
6. Severability: If a court or body of competent jurisdiction and authority determines that any provision of this Agreement is unlawful or unenforceable, the remaining provisions shall remain in full force and effect.
7. Integration: This Agreement constitutes the entire Settlement Agreement between the parties pertaining to the subject matter of the Action and supersedes and replaces all prior and contemporaneous agreements, other signings, representations, or obligations between the parties, written or verbal. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by all parties herein. Neither of the parties is relying on any statement or representation not specified in this Agreement.
8. Counterparts. This Settlement Agreement may be executed in several counterparts, each of which shall be considered to be an original or total copy.

## B. Specific Terms

1. Stay of Litigation. The Parties shall request the Court to hold the Action in abeyance pending the determinations set forth in this Agreement.
2. Adoption of an Amendment to the Financial Agreement: The City of Jersey City shall by no later than July 18, 2012 authorize the signing of this Settlement Agreement and commence to adopt an Ordinance which modifies the terms of the Financial Agreement as follows:
  - a. The initial Annual Service Charge for all Homes unsold as of Jul 18, 2012 shall be reduced from 16% to 11% for a period of three years, effective as to each such Home upon the date of closing of title.
  - b. The Ordinance shall become effective no later than August 21, 2012, barring a third party challenge that delays its effectiveness.
3. Time to Act: This Settlement Agreement shall be null and void if not acted favorably upon by the City of Jersey City Municipal Council by its June 27, 2012 public meeting and become effective on July 18, 2012.
4. Consent Judgment: Subject to the approval of this Agreement by the Jersey City Municipal Council and its final adoption of said Ordinance, the attorneys for the parties shall execute a Consent Judgment in the form annexed hereto as Exhibit A.
5. If the terms of this Settlement are not adopted as set forth herein, the Action shall be restored to the active trial calendar. Provided said Ordinance is adopted by July 18, 2012, the Parties, through their attorneys shall execute and file the Consent Judgment annexed as Exhibit A within 10 days after such adoption.
6. The Superior Court shall retain jurisdiction of this matter to ensure the performance of the Parties.

C. EXECUTION

K. HOVNANIAN AT 77 HUDSON STREET URBAN  
RENEWAL COMPANY, L.L.C

By: \_\_\_\_\_

Dated

THE CITY OF JERSEY CITY, THE MUNICIPAL COUNCIL OF JERSEY CITY,  
JERRAMIAH HEALY, MAYOR OF JERSEY CITY, PERSONNALLY & IN HIS  
CAPACITY AS MAYOR

By: \_\_\_\_\_

Dated