

City Clerk File No. Ord. 08-099

Agenda No. 3.A 1st Reading

Agenda No. 4.A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-099

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AMENDING THE MONTICELLO AVENUE REDEVELOPMENT PLAN.**

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

WHEREAS, the Monticello Avenue Redevelopment Plan has been amended periodically since its adoption; and

WHEREAS, the amendment allow for one ground floor residential unit only if necessary to meet the requirements of the Americans with Disabilities Act, and there is no elevator within the building; and

WHEREAS, the amendment includes an acquisition plan which was the subject of an informal, mailed invitation meeting to all the affected property owners with the planning staff and Monticello CDC on May 12, 2008; and

WHEREAS, the planning staff mailed invitations to all the affected property owners to attend the Jersey City Planning Board meeting on June 18, 2008; and

WHEREAS, the Planning Board of Jersey City has reviewed said amendment and voted unanimously to recommend their adoption to the Municipal Council; and

WHEREAS, the revised Monticello Avenue Redevelopment Plan is attached hereto and made a part hereof, which amendments are available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the revised Monticello 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- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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.

Robert D. Cotter, 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
AMENDING THE MONTICELLO 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:

This amendment allows for:

- One ground floor residential unit only if necessary to meet the requirements of the Americans with Disabilities Act, and there is no elevator within the building.
- Adoption of an acquisition plan, which was compiled and discussed with the property owners at an informal public meeting on May 12, 2008 with the Monticello Avenue CDC.

4. Reasons for the Proposed Project:

To allow for development to progress on the Monticello Avenue "Main Street"

5. Anticipated Benefits to the Community:

Will allow for continued redevelopment of the Monticello Avenue Plan Area.

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

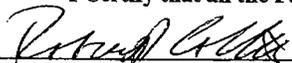
8. Anticipated Completion Date: N/A

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

Robert D. Cotter, Director, City Planning 547-5050
Maryann Bucci-Carter, City Planning 547-4499

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.



Division Director

July 9, 2008

Date



Deputy Department Director Signature

JULY 9, 2008

Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE MONTICELLO AVENUE REDEVELOPMENT PLAN

This amendment allows for:

- One ground floor residential unit only if necessary to meet the requirements of the Americans with Disabilities Act, and there is no elevator within the building.
- Adoption of an acquisition plan, which was compiled and discussed with the property owners at an informal public meeting on May 12, 2008 with the Monticello Avenue CDC.

AMENDMENT TO THE MONTICELLO AVENUE REDEVELOPMENT PLAN

PRESENTED TO THE JERSEY CITY PLANNING BOARD ON JUNE 18, 2008

Material indicated by strikethrough like ~~this~~ is existing material that is intended to be deleted.
Material indicated by bold italic *like this* is new material that is intended to be enacted.

Page 19:

B. Neighborhood Shopping District with an Arts Overlay

1. Permitted Principal Uses at Grade Level:

k. One (1) ground floor residential unit may be permitted provided the following conditions are met:

- 1. Ground floor residential is only permitted if necessary to meet the requirements of the Americans with Disabilities Act, and there is no elevator access.**
- 2. The unit must be a studio design of 600 square feet or less and located at the rear of the building.**
- 3. The building must maintain a minimum of 600 square feet of retail space at grade level and at the front of the building.**
- 4. The building must incorporate a cellar not less than 600 square feet or 50% of the building's footprint, whichever is greater, to provide storage space for the retail use and for the location of trash rooms, mechanical rooms, meters or other infrastructure needs of the building so as to maximize available retail space at the ground floor level. Additional space may be allocated to residential tenants.**

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VIII. ACQUISITION PLAN

Block	Lot	Property Location	Add. Lots
1908	7	241 Fairmount Ave	L8Dup.TO16B
1908	7.A	Monticello Ave	
1908	27	690 Bergen Ave	
1909	H	225.5-231 Monticello Ave	LG-F-E
1910	1	226 Monticello Ave	
1910	2	224 Monticello Ave	
1910	3.A	222 Monticello Ave	
1910	3.B	220A Monticello Ave	
1910	4.A	236 Monticello Ave	
1910	4.B	220 Monticello Ave	

1910	5.A	234 Monticello Ave	
1910	A	238 Monticello Ave	
1910	A.1	12 Fairview Ave	
1910	A.2	8 Fairview Ave	
1910	12	227 Fairmount Ave	B1,6,7,8
1910	13	230 Monticello Ave	B1,6,7,8
1912	109	200 Monticello Ave	
1912	115.1A	206 Monticello Ave	
1912	115.1B	206 Monticello Ave	
1912	115.2A	206 Monticello Ave	
1912	115.2B	206 Monticello Ave	
1912	115.3A	206 Monticello Ave	
1912	115.3B	206 Monticello Ave	
1912	120	212 Monticello Ave	
1912	121	214 Monticello Ave	
1912	122	216 Monticello Ave	
1912	123	218 Monticello Ave	
1912	124	17 Fairview Ave	
1912	125	15 Fairview Ave	
1920	C	163 Monticello Ave	
1920	E	167 Monticello Ave	
1920	90	169 Monticello Ave	
1920	104	183 Monticello Ave	
1918	A	178 Monticello Ave	
1919	H	174 Monticello Ave	
1921	56	137 Monticello Ave	
1921	64	145 Monticello Ave	
1921	66	147 Monticello Ave	
1921	68	149 Monticello Ave	
1921	70	151 Monticello Ave	
1921	72.A	153 Monticello Ave	
1929	B1.99	113-115 Monticello Ave	
1929	D.1	117 Monticello Ave	
1929	40.99	125-127 Monticello Ave	
1927	35	120 Monticello Ave	
1927	37	122 Monticello Ave	
1927	39	124 Monticello Ave	
1930	Z.3	107 Monticello Ave	
1930	Z.4	105 Monticello Ave	
1931	1.A	520 Bergen Ave	
1931	3.A	646 Communipaw Ave	
1931	3.B	644 Communipaw Ave	
1931	4.A	642 Communipaw Ave	
1931	11.C	630 Communipaw Ave	
1931	21.A	616 Communipaw Ave	
1931	22	93 Harrison Ave	
1931	23	614 Communipaw Ave	
1931	24	612 Communipaw Ave	
1931	25	91 Harrison Ave	
1931	26	610 Communipaw Ave	
1931	27	608-606 Communipaw Ave	

1931	28	604 Communipaw Ave	
1932	1	568-572 Communipaw Ave	
1932	C	574 Communipaw Ave	
1932	G	566 Communipaw Ave	
1932	H.2	564 Communipaw Ave	
1932	H.3	560 Communipaw Ave	
1932	H4.99	558 Communipaw Ave	

Ordinance of the City of Jersey City, N.J.

Ord. 08-099

ORDINANCE NO. _____

3.A. JUL 16 2008

4.A. AUG 06 2008

TITLE: _____

Ordinance of the Municipal Council of the City of Jersey City amending the Monticello Avenue Redevelopment Plan.



RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

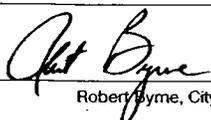
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008


 Robert Byrne, City Clerk

APPROVED: _____

 Mariano Vega, Jr., Council President

Date: AUG 06 2008

APPROVED: _____

 Jeremiah T. Healy, Mayor

Date: AUG 13 2008

Date to Mayor AUG - 6 2008

*Amendment(s): _____

City Clerk File No. Ord. 08-100

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-100

**TITLE: ORDINANCE SUPPLEMENTING CHAPTER 131 (CONSTRUCTION CODES, UNIFORM)
1) AUTHORIZING THE CONSTRUCTION OFFICIAL TO ESTABLISH A
CONSTRUCTION-SITE SAFETY MANUAL AND 2) ENFORCING SAFETY
REGULATIONS PROVIDED THEREIN**

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

WHEREAS, pursuant to N.J.S.A. 40:48-2, the City of Jersey City [City] is charged with enacting, amending and enforcing ordinances and regulations necessary and proper for the good government, order and protection of persons and property; and

WHEREAS, the City is further directed to enact, amend and enforce ordinances and regulations for the preservation of the City's public health, safety and welfare; and

WHEREAS, the City is experiencing the construction of numerous improvements to real property, including high rise buildings; and

WHEREAS, the City Code provides for the City's Division of Construction Code Official to, *inter alia*, administer and enforce the State Uniform Construction Code and to otherwise protect persons and property during construction; and

WHEREAS, the New Jersey Administrative Code imposes upon the owner, contractor, architect and engineer the responsibility for taking charge of the safety as well as design of a building during construction; and

WHEREAS, the Construction Official has prepared a Construction-Site Safety Manual setting forth regulations for owners, developers, design professionals, contractors and other building personnel to follow during construction of a building in the City; and

WHEREAS, the New Jersey Department of Community Affairs, Division of Codes and Standards, has reviewed and approved a Construction-Site Safety Manual in the form attached to this ordinance; and

WHEREAS, the City Council deems it to be in the best interest of the City to enact an ordinance incorporating the provisions of the Construction-Site Safety Manual and providing for its enforcement.

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

A. The following amendments to Chapter 131 (Construction Codes, Uniform) are hereby adopted:

Chapter 131
CONSTRUCTION CODES, UNIFORM

§131-1. Enforcing agency established.

A. Through C. No Change.

D. The City hereby adopts and accepts the Construction-Site Safety Manual dated June, 2008, which is attached hereto as Exhibit "A", as the Construction-Site Safety Manual for the City of Jersey City.

E. The Construction Code Official may enforce and as necessary amend the Construction-Site Safety Manual dated June 2008.

F. In addition to any powers conferred upon the Construction Official pursuant to the New Jersey Administrative Code, the Construction Official may enforce compliance with the Construction-Site Safety Manual by issuing complaint/summonses under authority of the Jersey City Code and the Penalty Enforcement Law, N.J.S.A. 2A:58-10, et. seq.

G. A certified copy of the Construction Site Safety Manual shall be on file and available for review at the offices of the Construction Code Official and the City Clerk. Photocopies may be obtained for a fee, pursuant to the City Code provision for fees.

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

C. 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.

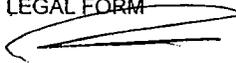
D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel be and 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 provisions.

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

JOD/he
6/23/08

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____


Business Administrator

Certification Required

Not Required

EXHIBIT "A"

CONSTRUCTION SITE SAFETY MANUAL



City of Jersey City-Construction Department
30 Montgomery Street, 4th Floor
Jersey City, New Jersey 07302-3821
Raymond R. Meyer, Construction Official
June, 2008

CONTENTS OF THIS BOOK

This Manual describes certain important Construction Controls, particularly those issued under the authority of the New Jersey Uniform Construction Code (“UCC”) which include, but are not limited to:

- Worker Safety
- Site Responsibility & Reporting Requirements
- Closing Construction Sites
- Plans Which Must be Filed with the Construction Official
- Monitoring of Wind Conditions and Control of Windborne Materials
- Traffic Control during Construction 7 Street Closures
- Cranes: Crawler & Tower Cranes; Crane Erection Process; Crane Removal Process
Notification of Officials when Crane is in Use & Sidewalk or other Passage way Closures.

NOTE: While this Manual provides you with City requirements and guidance, the Construction Official has also made use of the International Building Code (known as the “IBC”/2000, and its subsequent revisions), which was adopted by the State of New Jersey in N.J.A.C. 5:23-3.14 *et seq.*, and, in addition, has further described or re-emphasized, the additional requirements set forth below. In the event federal, state or local laws or regulations have requirements which exceed those set forth in this Manual, such federal, state and/or local laws shall prevail and be followed.

2) Worker Safety.

During construction, the owner or his/her on-site designee or Safety Consultant (as defined below) shall at all times, consider the safety of all of the workers and shall comply with all applicable provisions of the federal Occupational Safety and Health, 29 U.S.C.A. 651 *et seq.*

3) Site Responsibility & Reporting Requirements.

Responsibility for tasks on the construction site shall be as set forth in N.J.A.C. 5:23-2.21 which designates the responsibilities of professional architecture/engineering services, services rendered by a contractor and the owner, as well as the report(d) due from the person in charge of the work to the Jersey City Office of the Construction Official (hereinafter the “Construction Official”).

Notwithstanding the foregoing, the owner of the property, on which the construction is taking place, may designate a person (the “Safety Consultant(s)”) to be in charge of the Construction Controls set forth herein. The Safety Consultant’s responsibilities shall include the authority to suspend or stop work should the procedures set forth herein not be implemented or followed. In the event the owner does designate a Safety Consultant, the Safety Consultant shall follow the directives of the Office of the Construction Official of the City of Jersey City. Notwithstanding the foregoing, the owner shall at all times be responsible for the safe construction or demolition of his/her building and shall be accountable to the Office of the Construction Official.

Notification of transfer of title of any construction or demolition site (whether to a corporation, limited liability company, partnership, person or entity) shall be provided *in writing* within seventy-two (72) hours to the Construction Official's Office.

The owner shall also provide a listing of those identified on the permit documents [those subcontractors and certificates of insurance.]

4) Special Technical Services & Emergency Actions.

(a) In the event the Construction Official determines that any applicable ordinance, regulation and/or statute (federal or state) have not been complied with, the Construction Official shall be entitled to secure the services of an expert to assess those conditions and provide necessary reports and conditions with the costs of such services to be paid by the owner of record. See, N.J.A.C. 5:23-2.19 ("Special Technical Services") which states:

Whenever the construction official and the appropriate subcode official determine that a need for special technical services exists with regard to a particular project for which the municipal enforcing agency is classified to perform plan review, the construction official may require the applicant to obtain and furnish to the construction official, at the applicant's expense, a report from a licensed engineer or registered architect. Such report shall contain the information deemed necessary by the construction official to aid in his determination.

Such may include, but not limited to:

1. Analysis of materials and installation or design methods not covered by the provisions of the subcodes;
2. Site investigation;
3. Structural analysis; and
4. Building systems analysis (that is, mechanical, electrical, vertical transportation, and so forth).

Furthermore as stipulated in accordance with N.J.A.C. 5:23-2.32(b)

(b) Should an emergency condition arise, the Construction Official may take the necessary steps to safeguard the area and may direct the owner as to what must be done to ensure safety, and the owner shall be responsible for all costs incurred should they fail to act within the prescribed time frame.

5) Shutting Down the Construction Site.

The Construction Official of Jersey City, consistent with State regulations (N.J.A.C. 5:23-1, *et seq.*), may stop **all work**, issue a Stop Work Order and close the Construction Site if, in his/her sole discretion, it appears that conditions are not in accordance with governmental statutes or regulation(s) (*See, e.g. N.J.A.C. 5:23-23.1(b)*), the Office of Emergency management shall have the responsibility to reroute traffic away from the construction site.

6) Plans Which Must Be on File with the Construction Official.

If construction or demolition will have any possible effect on motor vehicle or pedestrian traffic, prior to beginning such work and/or if the owner anticipates rerouting of traffic, the owner of the property shall provide to the Office of the Construction Official plans to safeguard the site, adjacent property and all persons and property on or near the site, together with the following: (I) an architect's specifications for the building and/or demolition; (ii) equipment to be used; (iii) truck routing plan during the time that construction or demolition is taking place and preparatory and cleanup times; (iv) parking plan for workers' cars that does not conflict with any parking designations made by the City of Jersey City; (v) dates and times of any necessary street closings, which closings must be pre-approved; (vi) sidewalk protections; and (vii) site cleanup plan during construction. Plans to reroute traffic shall also be provided to, and approved by, the offices of Emergency Planning and Traffic Engineering.

7) Monitoring of Wind Conditions and Control of Windborne Materials.

The owner or his/her designee, including especially, the "Safety Consultant" shall daily monitor wind conditions and take every possible precaution against allowing any materials or debris from becoming windborne, including but not limited to the following:

- Install fine mesh netting on the building exterior when sections face the public way.
- Inspect the entire construction site on a daily basis and keep all floor rooms swept and clean.
- Secure materials on all floors.

When wind conditions become such that equipment may no longer be safely used, *according to the manufacturer's recommendations*, the equipment shall be shut down and remain shut down until such time as it is safe to utilize the equipment again.

8) Traffic Control.

(i) **Equipment.** All equipment for traffic control shall be that specified by the Police and/or the Department of Public Work's Traffic and Engineering Department(s). The equipment shall be obtained by and paid for by the owner.

(ii) **Street closures.** Dates, times and locations of street closures to allow construction shall only be decided upon after the owner, his or her designee or Safety Consultant, have consulted with the Police and Fire Department, Traffic Engineering and the Jersey City Office of Emergency management. Notwithstanding the foregoing, times of street closures shall be from 10:00 a.m. to 3:00 p.m. only.

9) Cranes.

A. Crawler and Tower Cranes shall be allowed on construction sites provided they can operate without the need for dismantling or dropping on a public way, such as a road or sidewalk. When making the determination as to whether or not to use a crawler and/or tower crane, the owner or his/her designee shall consult with the equipment provider and inspect the footing and layout to ensure the stability of the crane.

The crane may not lift over public way(s) without notification of and cooperation with the Police and the Traffic Safety departments, which notification shall include the area of possible danger should the load drop or fall. In the event, lifts are to be made near public ways or adjacent properties (i.e., where there is any chance that the load would drop on a public way or adjacent property, appropriate protection shall be installed to minimize damage).

When cranes are to be used, street bridging, designed by an engineer or architect, shall be installed over public ways to protect persons and vehicles below.

B. Tower Cranes.

1. Prior to Crane Erection.

Notwithstanding the foregoing, **before** erecting a tower crane the following must be submitted to the Office of the Construction Official for his review and approval:

- (i) An equipment catalog identifying the make, model number and features of the crane.
- (ii) Drawings of the crane.
- (iii) Site plan indicating crane placement, with reach and lift limits imposed over the site
- (iv) Drawing of crane sections, indicating the number of sections that will be used and providing the ultimate crane height if all are used.
- (v) Soils report certifying the bearing capacity for footings and foundations.
- (vi) Footing layout and design.

- (vii) Sample of crane operating procedures under various wind conditions and indicating wind loads.

2. The Erection Process.

- (i) The Engineer of record shall certify that installations was performed according to the specifications for the crane.
- (ii) The tower and base shall have elevations shot, so that at any time, readings can be taken to ensure that no movement has occurred and readings taken after jumps.
- (iii) The entity owning or operating the crane(s) shall maintain weekly reports of maintenance and connections to superstructure, based upon a third-party, and certified by the Engineer.

3. While Crane Is In Use.

Sidewalk closures shall be permitted but during the course of a closure a sidewalk bridge shall be installed and maintained by the owner. Notwithstanding the foregoing, the bridge may not be installed unless its design is prepared by an Engineer, installed according to the Engineer's specifications and its proper installation attested to by affidavit or certification by the Engineer.

10) Fire Safety.

In addition to requirements of the Uniform Fire Safety Code, N.J.S.A. 52:27d-139 et seq., the owner and his/her Safety Consultant shall ensure that all structures four (4) stories or more in height, shall have a standpipe installed (See, IBC 2000, Sections 905-907).

~~According to Jersey City Fire Department Operations, the owner or his/her/its Safety Consultant must comply with the following: When the structure reaches One Hundred Fifty (150) feet or more, a temporary fire pump shall be installed. All structures shall have an illuminated stair case, appropriate burning and combustible permits (affixed on site). All siamese connection(s) shall be in approved locations and marked with a 24-hour red light above the connection(s).~~

High Rise Provisions.

Structures more than seven (7) stories shall comply with the following:

- Two (2) staircases be provided with standpipes installed, that are illuminated and installed one level below the floor being constructed.
- A locked job box containing that equipment required by the Fire Department to effectively extinguish a fire should one occur, that is placed at the same level as the standpipe termination.

11) Pedestrian Safety

Containers (dumpsters) for construction sites which will be placed on sidewalks or in the street shall not be so placed until the owner or his designee obtains a Dumpster Permit from Traffic Engineering. Should the dumpster be placed on a sidewalk, appropriate pedestrian walkway(s) shall be installed to allow pedestrians a clear and unobstructed path.

12) Removal of Debris.

No debris shall accumulate on or at the construction site for more than twenty-four (24) hours, nor shall any debris be thrown loosely from a structure; it shall be hoisted off in containers or, in lieu thereof, a chute may be used if hosed regularly and accumulation of dust is prevented. The owner shall ensure that the area around and adjacent to the construction site shall be swept and watered to prevent the accumulation of dust.

13) Stripping of Cement Forms.

Any areas below the area where cement forms are being stripped shall be protected with netting. Wind conditions shall be monitored and discussed amongst the Safety Consultant, contractor and owner prior to stripping cement forms, and any safety measures needed to protect persons or property shall be considered and implemented if necessary. Under no circumstances shall stripping operations continue unless all boards and wood supports are tied off prior to removal. Materials may be stored during stripping operations provided they appropriately tied off; but they must be removed daily prior to closing the job down.

14) Pile Driving.

(a) There shall be no pile driving prior to 8:30 a.m. in the morning.

(b) Prior to any pile driving activity, a survey of the area shall be made to ascertain the vibratory effects of pile driving activity and appropriate methods and methodologies shall be made by the design professional in written specifications. Based upon the design professional's evaluation of the vibratory effects of the pile driving, appropriate safeguards shall be added as necessary, prior to the start of any pile driving activity. The pile driving activity thereafter shall be monitored by such design professional to ensure compliance with his/her specifications.

15) Construction Shanties/Storage Areas.

(a) The temporary installation of construction shanties or storage areas within the confines of the building being constructed shall be permitted, provided they are constructed of a noncombustible material. In addition, the area within the shanty and/or storage areas must be equipped with sprinklers, alarm devices and other smoke or fire notification systems.

If the shanty and/or storage areas, contain any haz-mat (hazardous materials), on the outside of the shanty and/or storage areas, they shall bear the proper placard as provided for under the Fire Prevention Code. In addition thereto, a site storage plan shall be prepared for all construction sites, including Material Specification Data ("MSD") sheets, inventory statement(s), emergency response plan(s), etc., prior to the storage or use of any materials classified by the Fire Prevention Code as hazardous.

(b) It is the owner's responsibility (or his or her designee) to notify the Fire Official of the locations of any such shanties or storage areas.

16) Dirt.

(a) Areas in and around the construction and demolition site shall be maintained to prevent the runoff of dirt onto the City's streets and sewers.

(b) Driving lanes in and around the construction site shall be graveled and matted to prevent trucks and equipment bringing dirt onto the City's streets and allow access for emergency vehicles.

(c) Provided that the Jersey City Incinerator Authority ("JCIA") is notified of all dirt and/or gravel movements **prior to** any such movements, such movements shall be allowed when such movement (and any dumping of same from and to a site) is monitored and all documentation is made and maintained by the owner(s) and/or Safety Consultants and then provided to the JCIA or Construction Official, if requested. The documentation shall include a soils report. If contaminated, the soil must be handled in accordance with applicable federal and state regulations.

17) Construction Site Working Hours.

(a) Construction sites shall be open from 7:00 a.m. through 6:30 p.m. on weekdays only, including the running of construction vehicles such as dump trucks, cement trucks and the like.

(b) Saturday work shall not be permitted without the express written permission of the Office of the Construction Official, who shall only grant work on Saturday's if it is sought on the Wednesday prior to the Saturday. The Construction Official shall grant approval for Saturday work under the provisions of the work is classified an emergency or if the work is confined to the interior of the building, normal construction activities that is performed during the week shall not be permitted on Saturdays.

(c) Sunday work is not permitted at all unless there is a need for it which affects the citizens or work of the City to allow such work.

(d) Saturday work shall commence at 9:00 a.m. and end at 5:00 p.m.

(c) Should on-site construction take place at any time other than the times and days set forth in paragraph 17, the Construction Official will close the site for the entire day.

18) Exterior Hoist Ways.

Prior to erecting or affixing any exterior hoist(s), plans for the hoist(s) shall be submitted to the Building Sub Code Official in the Office of the Construction Official for review and permitting. Upon installation, one or more tests of the hoist shall be conducted before it is used. The manufacturer's report(s) and reports of operation, and testing of the equipment, shall be maintained by the owner or Safety Consultant during the time the exterior hoist is on site.

In the event of inclement weather, the Safety Consultant, in conjunction with the equipment **recommended by the supplier or manufacturer** shall conduct a test of the hoist equipment prior to its use after the inclement weather.

19) Sidewalk and/or Street Bridging and Scaffolding.

In the event an owner, his designee, architect, engineer or Safety Consultant determines to use sidewalk and/or street bridging and scaffolding, the design for the sidewalk and/or street bridging and scaffolding shall be prepared by a licensed professional and submitted to the Office of the Construction Official for issuance of a permit. The scaffold, when it faces a public way, shall be covered to keep all debris backwash and dust or other by-product of the work within the work confines, but no fire escapes shall be blocked. The sidewalk bridge and/or scaffolding shall be inspected after its installation and certified by the designer and as stipulated in Section 23.

The Office of the Construction Official reserves the right to make periodic inspections to ensure the stability and integrity of sidewalk bridging and scaffolding and shall do so through the owner's design professional.

20) Job Identification.

Posted on site shall be: the yellow card (the building permit) issues by the Office of the Construction Official; the permit number, property address, the owner's name, address and telephone number; and, the general contractor's name, address and telephone number. The owner shall be responsible to ensure the City Official's can reach him or her twenty-four (24) hours a day.

21) Excavations.

All necessary and proper steps shall be taken to protect adjoining properties from any harm which may occur as a result of excavation at a building site. No site shall be left unattended for a period of more than twenty-four (24) hours. If such site is left for longer periods, a plan shall be submitted to the Office of the Construction Official. In the event that the adjacent property has been or may be undermined, the owner shall notify the property owner of such conditions and obtain

permission to enter onto the effected property to take such precautions or make such repairs as a professional engineer or design professional submits in writing to the owner and which is approved by the adjacent owner. Under no circumstances should a builder excavate near an adjoining foundation without first having prepared drawings and sequence for the underpinning of the adjoining structure.

22) Demolitions.

All ordinances and orders from the Office of the Construction Official shall be followed during the course of a demolition, including all safeguards which are properly taken prior to demolition, including surveys of adjoining properties. During the demolition, the site shall be watered to prevent the movement of dust throughout the area.

In the event an adjoining property is damaged or is about to be damaged, the owner/contractor shall cease all work until an engineer or other appropriately licensed design professional ascertains the condition and recommends remedial action which, in turn, must be approved by the Office of the Construction Official.

23) Barriers.

The area around the construction shall at all times be protected by barriers that are effective at keeping intruders and trespassers from obtaining access to the construction site; temporary fencing is not acceptable. (See chart in ICB 200 or its successor).

24) Mechanical Equipment.

All mechanical equipment, hoisting and lifting, including, but not limited to, cranes, exterior hoist ways, mechanical scaffolding shall be operated and maintained in accordance with the manufacturer's instructions and equipment provider's directives. Inspections shall be performed by independent third-party agencies for the respective equipment, or by the manufacturer(s), and certified by a design professional.

All accidents or incidents shall be reported to the Office of the Construction Official at once, and, prior to its operation any damaged or failed equipment, the conditions stated above in this paragraph shall be performed immediately thereafter, the foregoing shall be reported in writing to the Office of the Construction Official prior to the Construction Official permitting resumption of operations.

25) Fines.

In accordance with the Uniform Construction Code, N.J.A.C. 5:23-2.31, a fine of up to \$2,000.00 may be imposed under the authority vested in the municipality pursuant to N.J.S.A. 52:27-138.

Should any injury occur to any person, nothing herein shall be construed to prevent criminal prosecution.

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-100
3.B. JUL 16 2008 **4.B. AUG 06 2008**



Ordinance supplementing Chapter 131 (Construction Codes, Uniform) 1) Authorizing the Construction Official to establish a construction-site safety manual and 2) Enforcing safety regulations provided therein

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD			ABSENT
LIPSKI	✓			RICHARDSON			ABSENT	VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD			ABSENT
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote YVONNE BALZER N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD			ABSENT
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008
 Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008

Robert Byrne, City Clerk

APPROVED:
 Mariano Vega, Jr., Council President
 Date: AUG 06 2008

APPROVED:
 Jeremiah J. Healy, Mayor
 Date: AUG 13 2008
 Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. Ord. 08-101
 Agenda No. 3.C 1st Reading
 Agenda No. 4.C. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-101

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 26(VEHICLES AND TRAFFIC) ARTICLE VII(TRAFFIC) ARTICLE X (SCHEDULES) OF THE JERSEY CITY CODE AMENDING SCHEDULE3(PARKING PROHIBITED AT ALL TIMES) REPEALING THE NO PARKING ANY TIME PROHIBITION ON THE NORTH SIDE OF BOORAEM AVENUE BETWEEN WEBSTER AVENUE AND CENTRAL AVENUE

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

1. Chapter 26 (Vehicles and Traffic) Article X (Schedules) of the Jersey City Code is hereby supplemented as follows:

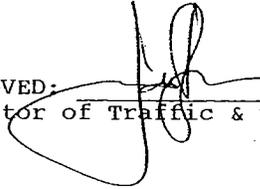
Section 26-95 SCHEDULE 3
PARKING PROHIBITED AT ALL TIMES
 No person shall park a vehicle any of the streets or parts thereof described.

Name of Street	Sides	Location
<i>[Booraem Avenue</i>	<i>North</i>	<i>Webster Avenue to Central Avenue]</i>

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. This ordinance shall become effective upon the approval of the Department of Transportation. In the event the Department of Transportation of the State of New Jersey rejects said ordinance, then said ordinance shall become void.
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

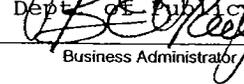
NOTE: All material is repealed and in *[brackets]*.

JDS:pc1
 (06.30.08)

APPROVED: 
 Director of Traffic & Transportation

M 2 0 8 1 9 2

APPROVED AS TO LEGAL FORM 
 Corporation Counsel

APPROVED: 
 Director, Dept. of Public Works
 APPROVED: 
 Business Administrator

Certification Required
 Not Required

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

1.Full title of ordinance/resolution/cooperation agreement

An ordinance supplementing Chapter 26(Vehicles and Traffic) Article VII (Traffic) Article X (Schedules) amending Schedule 3 of the Jersey City code repealing the no parking any time prohibition on the north side of Booraem Avenue between Webster Avenue and Central Avenue

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

Director Joao D'Souza, Division of Traffic & Transportation

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

Repeal the no parking prohibition on the north side of Booraem Avenue

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

increase parking in the redeveloped neighborhood as Booraem Avenue is no longer a bus route (bus service has been discontinued)

5.Anticipated benefits to the community:

increase parking in the neighborhood

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 \$150.00 per sign/post installation.

7.Date proposed program, or project will commence

Pending adoption by the Jersey City Municipal Council

8.Anticipated completion date

Upon approval by the Department of Transportation

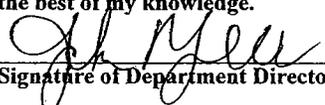
9.Person responsible for coordinating proposed program, project, etc:

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

10.Additional comments:

Ordinance proposed at the recommendation of Director Joao D'Souza, Division of Traffic and Transportation

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


Signature of Department Director

6/30/08
Date

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-101

TITLE: 3.C. JUL 16 2008 4.C. AUG 06 2008



An ordinance supplementing Chapter 26 (Vehicles and Traffic) Article VII (Traffic) Article X (schedules) of the Jersey City Code amending Schedule 3 (Parking Prohibition At All Times) repealing the No Parking Any Time Prohibition on the north side of Booraem Avenue between Webster Avenue and Central Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 06 2008											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RICHARDSON/SPINELLO				GAUGHAN	✓			BRENNAN	✓		
SOTTOLANO	ABSENT			FULOP	✓			FLOOD	ABSENT		
SPINELLO	✓			RICHARDSON	✓			VEGA, PRES.	✓		
LIPSKI	ABSENT										

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

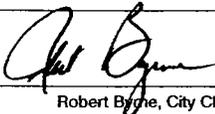
✓ Indicates Vote

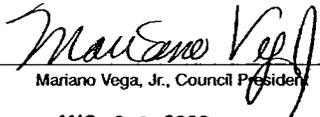
N.V.-Not Voting (Abstain)

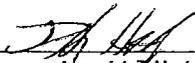
Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008


 Robert Byrne, City Clerk

APPROVED: _____

 Mariano Vega, Jr., Council President
 Date: AUG 06 2008

APPROVED: _____

 Jeremiah J. Healy, Mayor
 Date: AUG 13 2008

Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. Ord. 08-102

Agenda No. 3.D 1st Reading

Agenda No. 4.D. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-102

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE XIV (PARKING PROHIBITED AT ALL TIMES) OF THE JERSEY CITY CODE DESIGNATING THE SOUTH SIDE OF JEFFERSON AVENUE FROM 35 FEET WEST OF PALISADE AVENUE TO A POINT 27 FEET WEST AS NO PARKING ANY TIME

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

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

Section 332-98

SCHEDULE XIV

PARKING PROHIBITED AT ALL TIMES

No person shall park a vehicle any of the streets or parts thereof described.

Name of Street	Sides	Location
<u>Jefferson Avenue</u>	<u>South</u>	<u>Beginning at a point 35 feet west of the westerly curb line of Palisade Avenue and extending to a point 27 feet westerly therefrom</u>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- 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.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

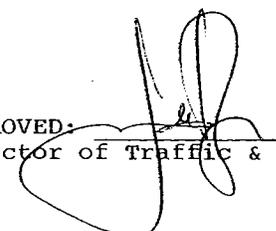
NOTE: All material to be inserted is new and underscored.

JDS:pcl
(06.27.08)

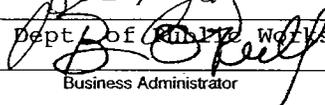
2 3 1 9 1

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director, Dept. of Public Works

APPROVED: 
Business Administrator

Certification Required

Not Required

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

1.Full title of ordinance/resolution/cooperation agreement

An ordinance supplementing Chapter 332(Vehicles and Traffic) Article VI(Schedules) Schedule XIV (Parking Prohibited At All Times) of the Jersey City Code designating the south side of Jefferson Avenue from 35 feet west of Palisade Avenue to a point 27 feet west as no parking any time

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

Director Joao D'Souza, Division of Traffic & Transportation

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

Designate south side of Jefferson Avenue beginning 35 feet west of Palisade Avenue and extending 27 feet west as no parking any time

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

Requested by NJ Transit so 123 bus can make the right turn from southbound Palisade Avenue to Jefferson Avenue westbound

5.Anticipated benefits to the community.

Improve traffic circulation and traffic safety

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 \$150.00 per sign/post installation.

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

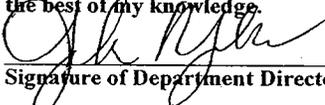
9.Person responsible for coordinating proposed program, project, etc.

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

10.Additional comments:

Ordinance proposed at the request of NJ Transit

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


Signature of Department Director

6/30/08
Date

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord: 08-102
3.D. JUL 16 2008 **4.D. AUG 06 2008**
 TITLE:



An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article XI (Schedules) Schedule XIV (Parking Prohibited at all Times) of the Jersey City Code designating the south side of Jefferson Avenue from 35 feet west of Palisade Avenue to a point 27 feet west as no parking any time.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
				JUL 16 2008				7-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
				AUG 06 2008				8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
				AUG 06 2008				8-0			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

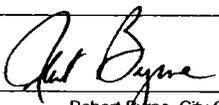
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008

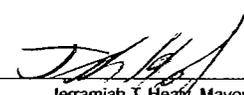


 Robert Byrne, City Clerk

APPROVED:


 Mariano Vega, Jr., Council President

Date: AUG 06 2008

APPROVED:


 Jeramiah T. Heat, Mayor
 Date AUG 13 2008

Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. 08-103

Agenda No. 3.E 1st Reading

Agenda No. 4.E 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-103

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

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

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

Labor Grade

Title

*

Coordinator of Monitoring and Evaluation

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

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

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

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

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

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

JM/he
6-26-08

2008195

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED:

APPROVED:


Business Administrator

Certification Required

Not Required

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

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

E.O. _____

_____, 2008

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

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

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

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

Labor Grade

Title

14

Coordinator of Monitoring and Evaluation

This order shall take effect immediately.

Very truly yours,

JERRAMIAH T. HEALY, MAYOR

JTH/he

cc: Brian O'Reilly, Business Administrator
William T. Matsikoudis, Corporation Counsel
Robert Byrne, City Clerk
Paul Soyka, Chief Financial Officer
Larry Ross, Personnel Director

Ordinance/Resolution Fact Sheet

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

Full Title of Ordinance/Resolution/Cooperation Agreement:

Coordinator of Monitoring and Evaluation

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

Larry Ross, Personnel Director

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

To establish a New Title in accordance with New Jersey Department of Personnel Rules and Regulations.

Reasons for the Proposed Program, Project, Etc.:

Ivelise Cartagena NO RECORD OF TITLE ADOPTION

Anticipated Benefits to the Community:

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

Date Proposed Program or Project will Commence:

Anticipated Completion Date:

Person Responsible for Coordinating Proposed Program, Project Etc.:

Additional Comments:

Union Affiliation - Local Union JCSA - Labor Grade 14

I Certify That All Facts Present Herein Are Accurate.

Date

6/25/08

158 Department Director



Date Submitted to Business Administrator

New Title

Coordinator of Monitoring and Evaluation

Labor Grade 14

Min : \$11,750

Max: \$45,477

Union : JCSA

Department of Administration

Division of Business Administrator

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-103

TITLE: 3.E. JUL 16 2008 4.E. AUG 06 2008



Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code. (Coordinator of Monitoring and Evaluation)

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)
CATHERINE GUMM

RECORD OF COUNCIL VOTE ON AMENOMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

 Mariano Vega, Jr., Council President
 Date: AUG 06 2008

APPROVED:

 Jerramiah T. Healy, Mayor
 Date: AUG 13 2008
 Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. Ord. 08-104

Agenda No. 3.F 1st Reading

Agenda No. 4.F 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-104

TITLE:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE 23-25 DUNCAN AVENUE REDEVELOPMENT PLAN

WHEREAS, the Municipal Council of the City of Jersey City, by Resolution 08-447, adopted June 11, 2008, authorized the Jersey City Planning Board to conduct a preliminary investigation and hold a Public Hearing to determine if the area known as the 23-25 Duncan Avenue Study Area met the criteria necessary to be declared a Redevelopment Area; and

WHEREAS, the Municipal Council, upon the recommendation of the Jersey City Planning Board did declare, by Resolution, the 23-25 Duncan Avenue Study Area to be "an area in need of redevelopment; and

WHEREAS, pursuant to *NJSA 40A:12A-4.a.(3)*, the governing body is empowered to adopt a redevelopment plan to regulate development within an area declared in need of redevelopment; and

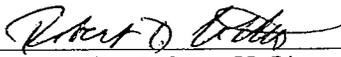
WHEREAS, the Planning Board of Jersey City, at a public hearing on July 8, 2008, reviewed the proposed 23-25 Duncan Avenue Redevelopment Plan and voted to recommend that the Municipal Council adopt the 23-25 Duncan Avenue Redevelopment Plan; and

WHEREAS, the proposed 23-25 Duncan Avenue Redevelopment Plan, attached hereto and made a part hereof is available for public inspection in the Office of the City Clerk, City Hall, Jersey City, NJ;

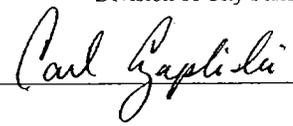
NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the above referenced 23-25 Duncan Avenue Redevelopment Plan be, and hereby is, adopted as recommended by the Jersey City Planning Board.

BE IT FURTHER ORDAINED THAT:

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


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

APPROVED AS TO LEGAL FORM

APPROVED: 

APPROVED: _____

Corporation Counsel

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 THE 23-25 DUNCAN AVENUE REDEVELOPMENT PLAN**

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

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

3. Concise Description of the Plan Proposed in the Ordinance:

Adopts a redevelopment plan for the 23-25 Duncan Avnue Study Area.

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

The Redevelopment Area consists of vacant lot and a single detached home which contribute to a blighting influence on the area. The plan provides for a unified and comprehensive approach to development of the Study Area, with a provision for the creation of "workforce" housing.

5. Anticipated Benefits to the Community:

Encourage private investment in the Redevelopment Area and provide for the creation of "Workforce Housing." This Plan can enhance municipal tax revenues and improve the quality of life of the Jersey City community.

6. Cost of Proposed Plan, etc.:

\$0.00 all work performed in house

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

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

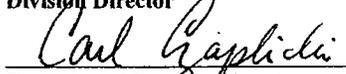
Robert D. Cotter, Director, City Planning 547-5050

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

July 8, 2008
Date


Department Director/Signature

7/8/08
Date

Summary

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING THE 23-25 DUNCAN AVENUE REDEVELOPMENT PLAN

This ordinance adopts a redevelopment plan for the 23-25 Duncan Avenue Study Area that permits the development of a residential structure and provides for the creation of a “workforce” housing units.

**23-25 DUNCAN AVENUE
REDEVELOPMENT PLAN**

City of Jersey City

**As Presented to the
Jersey City Planning Board**

July 8, 2008

**DIVISION OF CITY PLANNING
Version July 9, 2008**

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Map 1 – Boundary Map

23-25 DUNCAN AVENUE REDEVELOPMENT PLAN

I. INTRODUCTION

The 23-25 Duncan Avenue Redevelopment Area (hereinafter also referred to as the Redevelopment Area or the Area) was determined to be “an area in need of redevelopment”, pursuant to the New Jersey Local Housing and Redevelopment Law (N.J.S.A. 40A:12A-1 et seq.) by resolution of the Jersey City Municipal Council following a recommendation by the Jersey City Planning Board.

The Redevelopment Area includes contiguous properties located on the south side of Duncan Avenue. A residential structure and a vacant lot characterize the Redevelopment Area itself. The Area is currently not in keeping with the otherwise developed character of the area.

It would now appear to be appropriate for the City to take a more pro-active approach to redevelopment in this Area, in a manner that is more consistent with the mixed residential and commercial uses found in the surrounding area.

II. BOUNDARIES

The Duncan Avenue Redevelopment Area is located in the central Bergen portion of Jersey City, one block east of John F. Kennedy Boulevard. The Area is located on the south side of Duncan Avenue near Bergen Avenue.

The Area consists of the following Tax Blocks and Lots:

Block 1824, Lots 7DUP.99 (formerly lots 7 and 8) and 9

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

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

- A. Encourage the assemblage of lots within the Area in order to create a suitable site for residential development consistent with the recommendations of the Jersey City Master Plan and underlying zoning.
- B. Provide for affordable housing to families with a range of incomes including; affordable, work-force, and market rate. Affordable housing is defined as such pursuant to the “New Jersey Housing Choice Program”.
- C. Affordable units shall be dispersed throughout the proposed development to the extent feasible and not concentrated on one floor or area.

- D. To integrate new development within the Area into the surrounding community by encouraging the creation of a viable residential development that will complement the existing residential community and also support the existing neighborhood commercial uses in the surrounding area.
- E. The improvement of the pedestrian environment and traffic circulation for the contemplated new development by reducing the number of curb cuts and vehicular ingress and egress points to the new residential building in the Redevelopment Area, and the provision of new side walks, and other pedestrian amenities within the existing street right-of-way.

IV. PROPOSED REDEVELOPMENT ACTIONS

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

- A. Acquisition of vacant land, and/or acquisition and demolition of structures, determined to be impediments to sound and comprehensive redevelopment.
- B. The consolidation and/or re-subdivision of land within the Redevelopment Area into suitable parcels for development for proposed new land uses where necessary.
- C. Provision for a full range of public and/or private infrastructure necessary to service and support new development in the Area and adjacent areas.
- D. Construction of new structures and complementary facilities that will complement the land use patterns in the surrounding area.

V. GENERAL ADMINISTRATIVE REQUIREMENTS

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

- A. Prior to the commencement of: (a) any new construction, (b) reconstruction, (c) rehabilitation (d) any change in the use of any structure or parcel, or (e) 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 e. 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. 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 and 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. Final Site plan approval for any phase shall entitle an applicant to building permits.

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 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. No Certificate of Occupancy (CO) of any type, either permanent or temporary, shall be issued for any development until any necessary performance bonds have been posted with City.

- D. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan's requirements and the Jersey City Land Subdivision Ordinance.
- E. No development or redevelopment of any parcel in the Redevelopment Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as reasonably determined by the Division of Engineering.
- F. Interim uses may be permitted, subject to site plan review and approval by the Planning Board. The Planning Board shall only permit uses that it finds will not have an adverse effect upon surrounding existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board. The Board shall establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional one (1) year renewals of interim uses upon application, review, and approval.
- G. The Planning Board may grant deviations from the regulations contained within this Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, pre-existing structures or

physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Plan, would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Plan related to a specific piece of property where the purposes of this Plan would be advanced by such deviation from the strict application of the requirements of this Plan; and the benefits of granting the deviation would outweigh any detriments. The Planning Board may grant exceptions or waivers from design standards, from the requirements for site plan or subdivision approval as may be reasonable and within the general purpose and intent of the provisions for site plan review and/or subdivision approval within this Plan, if the literal enforcement of one or more provisions of the plan is impracticable or would exact undue hardship because of peculiar conditions pertaining to the site. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of this Plan. No deviations may be granted which will result in permitting: (1) a use or principal structure in a district restricted against such use or principal structure, (2) an expansion of a non-conforming use, (3) an increase in height of a principal structure which exceeds by 10 feet or 10% the maximum height permitted in the district, (4) an increase in the permitted floor area ratio, (5) an increase in the permitted density. An application requesting a deviation from the requirements of this Plan shall provide public notice of such application in accordance with the public notice requirements set forth in NJSA 40:55D-12.a. & b.

- H. The regulations and controls in this section may be implemented where applicable by appropriate covenants, or other provisions, or agreements for land disposition and conveyance executed pursuant thereto.
- I. No 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.
- J. 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 service connections to utility distribution lines within the Redevelopment Area; and all 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 within the Redevelopment Area.
- D. No signage shall be permitted within the Redevelopment Area, which includes flashing, blinking or otherwise animated lights and/or parts, spinners, pennants, reflective materials, which sparkle or twinkle and/or similar materials; except for seasonal holiday decorations.
- E. No advertising shall be permitted on parking meters, light poles, or on benches or other street furniture within the public right-of-way.
- F. Upon demolition of any existing structures, the site shall be graded, planted, sodded, and/or developed, in accordance with this Plan.
- G. All trash dumpsters and/or compactors shall be located within a building. All outdoor storage shall be prohibited.
- H. All buildings within the Redevelopment Area must display the street address of the building such that it is clearly visible from the adjoining street right of way.
- I. In order to facilitate the overall redevelopment of the 23-25 Duncan Avenue Redevelopment Area, the surrounding area, and the City of Jersey City in general, all advertising, signage and other promotion of the resulting project, whether undertaken by the City, the Redevelopment Agency, or private developers, shall contain references to the proposed project's location. They all shall clearly state it to be within the City of Jersey City so as to promote the positive external effects for not only the project, but the Redevelopment Area and the City as well.

VII. URBAN DESIGN REQUIREMENTS

- A. Building Design Requirements
 - 1. All structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of light, air and usable open space, access to public rights of way and off-street parking, height and bulk.
 - 2. Buildings shall be designed to be attractive from all vantage points, such that similar façade materials and detailing are used on all facades.

3. Front façade detailing and/or treatment shall carry around to the sides of the building to provide a finished edge to the building. This will include such items as cornices, window treatments and details, façade materials, etc. This is especially true along the western side of the Redevelopment Area where the existing buildings adjacent to the Redevelopment Area are set back a considerable distance from the street right-of-way. This façade functions as the termination of the view corridor along Duncan Avenue and shall therefore function as a secondary front.
4. Building entrances shall be prominent, easily identifiable, elegantly proportioned and connect directly to the public sidewalk so as to contribute to the overall liveliness of the pedestrian environment.
5. All doors that are visible from the public right-of-way (including doors leading to utility and similar areas) shall be decorative doors and the doorways shall be designed to be consistent with and enhance the architecture of the building. All doorways must include features similar to the primary entrance doorway.
6. The windows and glazing of a building are a major element of the building and therefore, they shall contain an articulated lintel and sill and they shall be recessed the depth of one brick width. Windows in residential portions of a building shall be arranged such that the vertical dimension, or height, is greater than the horizontal dimension, or width. However, bay windows, bow windows or other window features may also be incorporated into the façade to provide architectural interest and character, provided that the overall verticality of the structure is not adversely affected. Scattered window facades shall not be allowed. Each façade shall present a unified, rational composition. Corner buildings shall have windows on both street frontages. All frontages shall be treated as a primary façade. The window sill of any residential window sill facing a public street shall not be less than 5 feet above the elevation of the adjoining sidewalk, except where a low fence, a min of 5 feet from the window face, defines the edge of the sidewalk and the private garden area adjacent to the windows.
7. Balconies shall not be located on any façade fronting a public street, although French style balcony structures may be used on upper story windows to provide architectural variety and interest, provided that they do not protrude more than eight (8") inches from the façade.
8. EIFS (Exterior Insulating Finishing Systems, artificial stone and artificial brick veneer ("Permastone" & "Brickface"), vinyl, plastic, or other artificial type siding or cladding panels materials are prohibited on any building face within this Redevelopment Area.
9. All electronic communication equipment, 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 for residential zones. They shall be located interior to the building where ever possible and entirely screened from view from surrounding streets and buildings if located on a rooftop. 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 or complimentary materials as approved by the Planning Board, such that the screening appears to be an integral part of the building. Said equipment shall be located so as to minimize or eliminate the need for screening.

10. All ground level mechanical equipment must be located within the building.

B. Streetscape, Landscape and Open Space Requirements

1. A streetscape plan is required for all projects and shall include proposed sidewalk and curbing materials and treatments, street trees, tree pit grates and/or treatments, and any proposed street furniture, lighting or other features to be provided. The streetscape plan shall be submitted to the Jersey City Planning Board for its review and approval as part of the site plan application and implemented as part of the construction of the project.
2. Sidewalk areas must be provided along the street right of way and shall be properly sized based on the anticipated use for the safe and convenient movement of pedestrians through the Redevelopment Area.
3. Sidewalk areas shall be attractively landscaped and durably paved in conformance with Municipal standards and shall be provided with adequate lighting. Decorative concrete paving materials shall be incorporated into the design. At a minimum decorative elements shall be introduced at building entrances and along the curb line to accent and channel pedestrian flow.
4. All plant material used must be able to withstand the urban environment and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. All landscaping shall be guaranteed for a period of two (2) years. The developer or property owner shall replace any landscaping which is not resistant to the urban environment or that dies during this period.
5. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 35 feet on center. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment.
6. The existing large Magnolia tree located on Lot 7DUP99 shall be preserved and/or moved to a location along the Duncan Avenue frontage within the redevelopment area.
7. All areas not covered by a building or pavement shall be landscaped with trees, shrubs, groundcovers or other appropriate plant material.
8. 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. Off-street parking shall be located within the proposed residential building with not more than four (4) parking spaces located outside the footprint of the building within the rear yard area. Access to parking areas shall be limited to the least number of driveways possible to service the building.
2. All parking levels are to be designed to disguise the parking use within.
3. Where an occupied active building use is not utilized to mask the parking within the building, the façade of the parking structure shall be designed to disguise the parking use to the greatest degree possible. The exterior wall of the parking structure shall be architecturally designed to mimic and reflect the occupied portions of the building in terms of style and materials. All openings in the parking structure facade shall be of the punched style. These openings shall be consistent with or compliment the rhythm of the window openings serving the principal uses within the building. They shall be covered by glass or metal in such a way that the exterior design is compatible with the design of the building and the actual windows of the building. The glass tint and/or reflectivity may be different so as to decrease the visibility of the garage use within. In lieu of glass, the openings may be covered by a hinged solid metal plate/shutter, or recessed decorative grill over a louvered opening as described below. Blind windows, where appropriate shall also be permitted. Where louvers are needed or proposed to mask exhaust equipment, passive ventilation openings or otherwise; decorative grills shall be installed over functional louvers, or other comparable decorative material shall be used in openings or portions of the openings resembling the windows provided above and/or below parking levels.
4. In order to preserve the maximum number of on-street parking spaces possible, driveway widths and curb cuts shall be limited to the minimum width and number necessary. Driveway / curb cut widths leading to parking areas should be no more than twelve (12) feet for one way access and no more than sixteen (16) feet for two way access.
5. All required parking spaces must be a minimum of 8.5 feet wide by 18 feet deep. The placement of a curb up to two (2) feet within the required 18 foot depth of the parking space is permitted, provided that there is adequate area for an automobile occupying the parking space to over-hang said curb a like distance without infringing on required landscaping or pedestrian areas. All aisles shall be a minimum of 22 feet wide. Compact spaces may be provided only with the approval of the Planning Board and shall be a minimum of 8 feet wide by 16 feet deep. Up to 25% of the total spaces may be compact.
6. Off-street parking and loading areas shall be coordinated with the public street system serving the Redevelopment Area in order to avoid conflicts with vehicular traffic and/or obstruction to pedestrian walkways and thoroughfares.

7. Light fixtures within any parking level shall be screened so as to not be visible from the exterior of the building either from the street or from other surrounding buildings and properties. Identification of the internal fixture and its location must be provided in order for any application to the Planning Board for site plan to be deemed complete.
8. Developers shall demonstrate to the Board's satisfaction that sufficient off-street loading is provided to meet the needs of the proposed uses.
9. Parking provided within the Redevelopment Area shall be for the use of the residents or tenants of the building in which the parking is located. Any parking in excess of that required for the project may be leased to residents of the surrounding neighborhood.
10. The number of required and/or permitted parking spaces is indicated in Section VIII of this Plan.

D. Signage

1. Permitted Signage:

- a. Each residential building shall display the street address of the building on the front facade or front door of the building such that it is visible from the adjoining street right-of-way.
- b. Each residential building may provide any necessary signage required for proper mail delivery indicating the name(s) of the resident(s) of the building on the mailbox or doorbell.
- c. Each major residential building, i.e. buildings on lots of 10,000 square feet or more, may have one (1) exterior sign flush mounted to the façade at the entrance to the building indicating the building's name, if any, not to exceed twenty (20) square feet.
- d. No other exterior signage is permitted.

2. Additional Signage Regulations and Requirements:

- a. All signs are subject to minor site plan review when not included as part of a major site plan application.
- b. All signs shall be flush mounted and project no more than twelve (12) inches.
- c. All signs may be attached to the first floor level of the building only. Where there is a two-story lobby or mezzanine space incorporated into the design of the building, the sign may be permitted to be placed above the lobby at the equivalent of the second floor or level with Planning Board approval.
- d. Permitted signage material includes: 1.) Painted wood; 2.) Painted metals including aluminum and steel; 3.) Brushed finished aluminum, stainless steel, brass, or bronze; 4.) Carved wood or wood substitute.
- e. Sign Lighting: Signs may be lit from gooseneck fixtures, backlit halo, up-lights. Internally lit signs and sign boxes are prohibited.

- f. Temporary construction and marketing signs shall be permitted subject to the following regulations: Temporary construction and marketing signs shall not exceed thirty-two (32) square feet; no person shall exhibit more than one (1) such sign per property, advertising the name of the building or project, general contractor, subcontractor, financing institution, public agencies and officials, and professional personnel; and such signs shall only be permitted beginning with the issuance of a building permit and terminating with the issuance of a certificate of occupancy for the building or project.
3. Prohibited Signage: The following signs and devices shall not be permitted within the 23-25 Duncan Avenue Redevelopment Area: monument signs and internally or externally illuminated box signs, flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle, roof signs, billboards, signboards, window signs, posters, plastic or paper that appear to be attached to the window, pole signs, free-standing signs, fluorescent and/or glowing paint for any signage or building within the redevelopment area, waterfall style awnings, plastic awnings, product advertising signage of any kind. Product advertising signage is defined here to include, but not be limited to signage on: parking meters, signage in windows, on light poles, benches or other street furniture within the redevelopment area. Nothing in this paragraph shall be deemed to prohibit either lamppost mounted seasonal banners or traditional residential holiday decorations.

VIII. SPECIFIC LAND USE REGULATIONS

- A. Principal Permitted Uses
 1. Multi-family mid rise apartments, consisting of mixed income (affordable, workforce and market) housing as defined by the "New Jersey Housing Choice Program"
 2. Parks and Open Space
 3. Residential development pursuant to R-1A Standards
- B. Uses incidental and accessory to the principal use, including:
 1. Fences and walls
- C. Maximum Permitted Height – 5 story residential building; four stories of residential over ground floor parking, with a total height not to exceed 55 feet.
 1. Additional Height Regulations:
 - a. Parapets, bulkheads and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance.

D. Minimum Lot Size –

Residential Bldg.	15,000 sq. ft.
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E. Maximum Permitted Coverage

Lot Coverage	80 %
Building Coverage	70 %

F. Setbacks

1. Front Yard – The front setback for multi-family housing shall be no less than the properties to the east of the Redevelopment Area. In addition, a setback shall be provided at the top of the third (3rd) floor of the building, such that the fourth (4th) and fifth (5th) floors of the building are setback a minimum of a twenty (20) feet from the front façade. Development pursuant to R-1A standards shall match the properties to the west of the Redevelopment Area.
2. Side Yard - Minimum 8 feet, each side.
3. Rear Yard – Minimum 20 feet

G. Density – 60 units per acre

Bonus Provision- One additional market rate unit may be constructed for every affordable unit constructed which meets the standards of the “New Jersey Housing Choice Program”; up to a maximum density of 70 dwelling units per acre. As an additional incentive, the Planning Board may permit a reduction or elimination of the parking requirements contained in this Plan.

H. Parking Requirements: 1 parking space for each dwelling unit

IX. ACQUISITION PLAN

All properties within the Redevelopment Area are listed as May Be Acquired.

X. RELOCATION PLAN

It is anticipated that most acquisition within the Redevelopment Area will be conducted by private means, thereby reducing the amount of necessary relocation. However, should relocation of persons or businesses become necessary, the process of relocating the affected persons and businesses will receive the careful attention of local officials and the Jersey City Redevelopment Agency, and be conducted in accordance with the requirements of all applicable Federal, State and Local laws.

XI. CIRCULATION PLAN

All streets and rights of way within the redevelopment area shall remain open to the public. No modification of the street configuration or rights of way is anticipated to be necessary to effectuate the implementation of this Redevelopment Plan.

Sidewalk areas must be provided within the Redevelopment Area, and shall be properly sized for the safe and convenient movement of pedestrians through and around the Area. It is the intent of this Circulation Plan to provide pedestrian friendly streets and public rights-of-way in order to minimize automobile use and maximize the appeal of mass transit and encourage reduced parking demand.

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

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 given proposed land uses and building requirements for the Redevelopment Area.
- D. The Acquisition Plan (Section IX), which is a part of this Plan, indicates all property to be acquired as a result of this Plan.
- E. The Plan is in general compliance with the Master Plan of the County of Hudson. The Hudson County Master Plan encourages "the redevelopment process to target specific neighborhoods for development assistance" as well as encouraging "municipalities to use creative planning tools such as redevelopment, special improvement districts (SID's) and urban enterprise zones to promote their goals and objectives."

The Plan is not contrary to the goals and objectives of the Jersey City Master Plan or the Zone Plan. The Zone Plan permits residential, as does this Redevelopment Plan. The Master Plan states that residential neighborhoods should be protected and preserved from the intrusion of non-residential uses. This Redevelopment Plan allows for just that, in fact this Redevelopment Plan encourages the development of a vacant parcel that has been inconsistent with the Master Plan.

The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.

- F. This Redevelopment Plan shall supersede all provisions of the Jersey City Zoning Ordinance that are specifically addressed herein. Any zoning related question that is not addressed herein shall refer to the Jersey City Zoning Ordinance for clarification. No variance from the requirements herein shall be cognizable by the Zoning Board of Adjustment. The Planning Board alone shall have the authority to grant deviations from

the requirements of this plan, as provided herein. Upon final adoption of this Plan by the Municipal Council of Jersey City, the Jersey City Zoning Map shall be amended to rezone the Redevelopment Area covered by this Plan as a Redevelopment Area, and all underlying zoning will be voided.

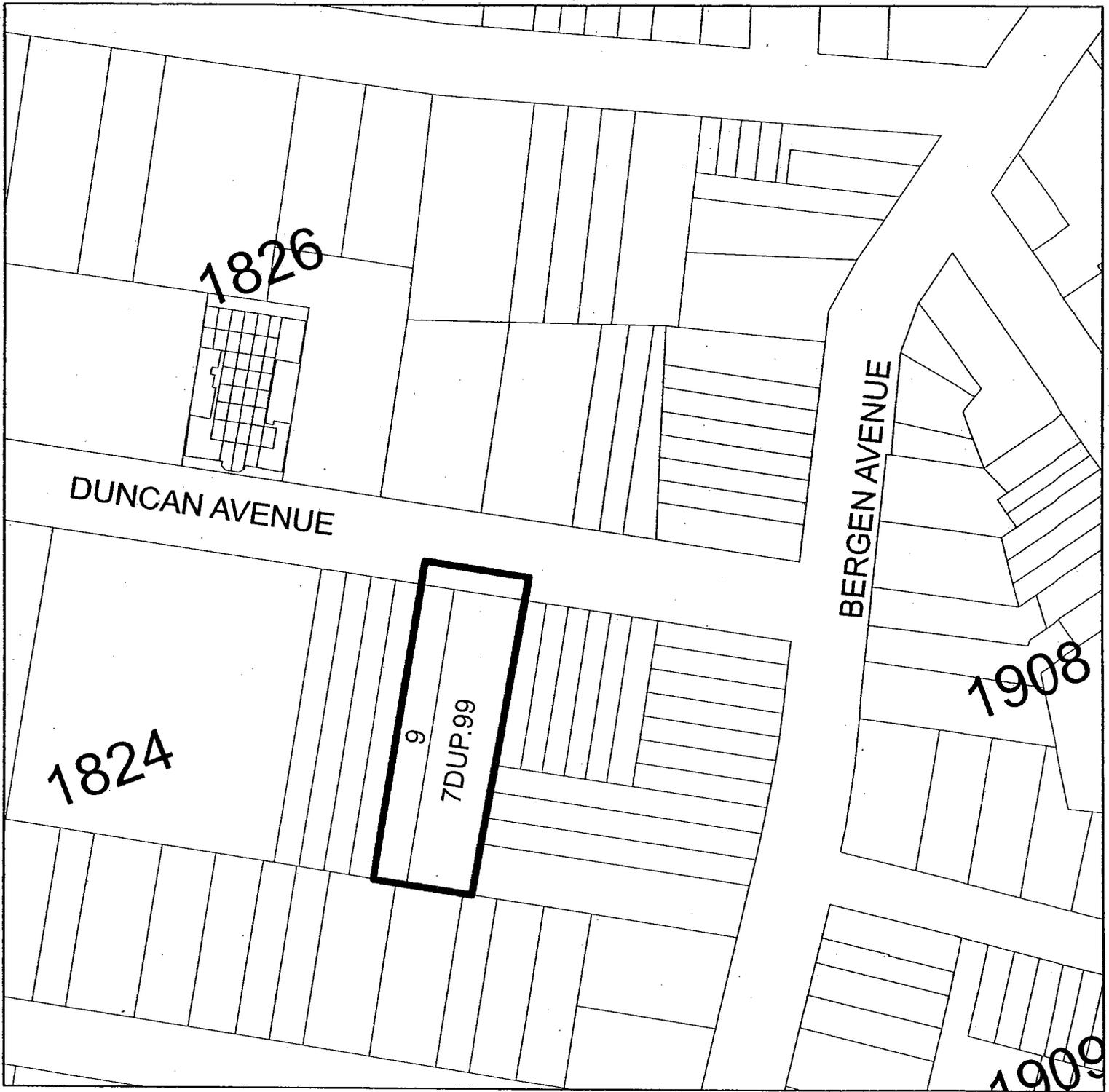
XIII. PROCEDURE FOR AMENDING THE PLAN

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

XIV. DEFINITIONS

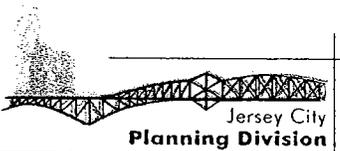
Definitions contained herein shall prevail within the Redevelopment Area. For definitions not contained herein, the definitions contained in the City of Jersey City Zoning Ordinance shall prevail.

Multi-family Mid-Rise Apartments – A building of not more than five (5) stories, four (4) residential stories over one (1) story of parking).

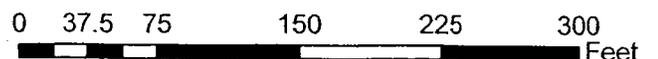


23-25 DUNCAN AVENUE REDEVELOPMENT PLAN AREA
BOUNDARY MAP

JULY 8, 2008



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



Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-104

TITLE: 3.F. JUL 16 2008 4.F. AUG 06 2008



Ordinance of the Municipal Council of the City of Jersey City adopting the 23-25 Duncan Avenue Redevelopment Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	ABSENT			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 06 2008 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

LIPSKI / FULOP
 CYNTHIA HADJIYANIS RENEE TOWNSEND JIM LEGGE
 CHARLENE BURKE JOSEPH GRECO BOB COTTER PAUL DeBELLIS
 LESLIE SHEARWOOD MAURICE MOSS JEFF WENGER

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 06 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 06 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 06 2008

Robert Byrne
 Robert Byrne, City Clerk

APPROVED: _____
Mariano Vega, Jr.
 Mariano Vega, Jr., Council President

Date: AUG 06 2008

APPROVED: _____
J. Heath
 Jeremiah J. Heath, Mayor

Date AUG 13 2008

Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. Ord. 08-106

Agenda No. 3.H 1st Reading

Agenda No. 4.H 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-106

TITLE: ORDINANCE APPROVING THIRTY A (30) YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY LAFAYETTE FAMILY PHASE IV URBAN RENEWAL ASSOCIATES, L.P., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

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

WHEREAS, Lafayette Family Phase IV Urban Renewal Associates, L.P., an urban renewal entity, is 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 leases certain property known as Block 2088.1, Lots 4.01 & 4.02, on the City's Official Tax map, more commonly known by the street address of 20-28 and 40-44 Barbara Place and 515-521 Grand Street, and more specifically described by metes and bounds, in the application (Property); and

WHEREAS, since Jersey City has numerous redevelopment plans, as well as a need for affordable housing, the Project is eligible for tax exemption although it is not located within a blighted area under Cervase v. Kawaida Towers, Inc., 124 NJ Super 547 (Law Div 1973) Affmd. 129 NJ Super 124 (App. Div. 1974); and

WHEREAS, on June 27, 2008, the Entity applied for a thirty (30) year long term tax exemption to construct six (6) buildings, consisting of five (5) three-story (3) buildings, one (1) four story (4) building; and

WHEREAS, there will be 63 units of housing, 16 units affordable to families of low income; 39 units affordable to families of moderate income; 8 units rented to families with no income restrictions, one unit will be reserved for a superintendent and 46 off the street parking spaces; and

WHEREAS, of these units, there will be 14 one-bedroom; 26 two-bedroom; 21 three-bedroom and 2 four-bedroom and 46 off-street parking spaces; and

WHEREAS, Lafayette Family Phase IV Urban Renewal Associates, L.P. has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) between 6.28% of Annual Gross Revenue for the affordable units and 15% for the market rate units, which sum is estimated to be \$36,532, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and

ORDINANCE APPROVING THIRTY A (30)YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY LAFAYETTE FAMILY PHASE IV URBAN RENEWAL ASSOCIATES, L.P., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

4. pay to City for remittance to Hudson County, an equal to 5% of the Annual Service Charge upon receipt of that charge;

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

1. the property would generate conventional taxes to the City, whereas, the annual service charge as estimated, will generate revenue of approximately \$36,532 to the City;
2. it is expected that the Project will create approximately 172 jobs during construction and 4 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the project provides 63 units of affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors needed to finance the Project;
2. the relative stability and predictability of the annual service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Lafayette Family Phase IV Urban Renewal Associates, L.P., has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing a 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 Lafayette Family Phase IV Urban Renewal Associates, L.P., an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 2088.1, Lots 4.01 & 4.02, on the City's Official Tax map, more commonly known by the street address of 20-28 and 40-44 Barbara Place and 515-521 Grand Street, and more specifically described by metes and bounds in the application is hereby approved.

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

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

ORDINANCE APPROVING THIRTY A (30)YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY LAFAYETTE FAMILY PHASE IV URBAN RENEWAL ASSOCIATES, L.P., AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

- 2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$36,532 upon Project Completion, whether or not the Project is occupied; or
 - (b) 6.28% of Annual Gross Revenue for the affordable units and 15% for the market rate units for a total estimate of \$36,532, which shall be subject to statutory increases during the term of the tax exemption.
- 3. Administrative Fee: 2% of the prior year's Annual Service Charge.
- 4. County Payment: an additional payment equal to 5% of the Annual Service Charge.
- 5. Project: (A) six (6) buildings, consisting of five (5) three-story buildings, one (1) four-story building; B) 63 residential units, 16 units affordable to families of low income; 39 units affordable to families of moderate income; 8 units rented to families with no income restrictions. There will be one superintendent unit; and (C) fourteen (14) one-bedroom units; twenty-six (26) two-bedroom units; twenty-one (21) three-bedroom unit and two (2) four-bedroom units and 46 off the street parking spaces.
- 6. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- C. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- E. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- F. This ordinance shall take effect at the time and in the manner provided by law.
- G. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
7/15/08

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

Rev. 8-23-05

Long Term Tax Exemption

N.J.S.A. 40A:20-1, et seq.

(Affordable Residential Rental)

Re: 20-28 and 40-44 Barbara Place
515-521 Grand Street
Block 2088.1, Lots 4.01 & 4.02
An Urban Enterprise Zone

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made as of this ___ day of _____, 2008, by and between **LAFAYETTE FAMILY PHASE IV URBAN RENEWAL ASSOCIATES, L.P.**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at c/o Jersey City Housing Authority, 400 U.S. Highway #1, Jersey City, NJ 07306 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Lessee of certain property designated as Block 2088.1, Lots 4.01 & 4.02, more commonly known by the street address of 20-28 and 40-44 Barbara Place and 515-521 Grand Street, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this affordable housing project is located within a city with numerous redevelopment plans as well as a need for affordable housing and thus is eligible for tax exemption under Cervase v. Kawaida Towers, Inc., 124 NJ Super 547 (Law Div. 1973), Affmd. 129 NJ Super 124 (App. Div. 1974); and

WHEREAS, the Entity plans to construct six (6) buildings, consisting of five (5) three-story buildings, one (1) four-story building, 16 units affordable to families of low income; 39 units

affordable to families of moderate income; 8 units rented to families with no income restrictions and there will be one superintendent unit.

WHEREAS, there will be a total of 63 units to contain fourteen (14) one-bedroom units; twenty-six (26) two-bedroom units; twenty-one (21) three-bedroom unit and two (2) four-bedroom units and 46 off the street parking spaces [Project]; and

WHEREAS, of these units 16 units affordable to families of low income; 39 units affordable to families of moderate income; 8 units rented to families with no income restrictions, one unit will be reserved for a superintendent; and

WHEREAS, on June 27, 2008, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, the City made the following findings:

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

1. the current real estate tax would generate \$22,000, if the property were subject to conventional taxes, whereas, the Annual Service charge as estimated, and will generate revenue to the City of approximately \$36,532;
2. it is expected that the Project will create approximately 172 jobs during construction and 4 new permanent jobs;
3. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new business, which cater to the new residents;
4. the project provides affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance

to the building over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area; and

WHEREAS, by the adoption of Ordinance _____ on _____, 2008, the Municipal Council approved the above findings and the tax exemption application and authorized the execution of this Agreement.

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

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

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

Section 1.2 General Definitions

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

i. Affordable Low or Moderate Income - A Person or Household whose total Gross Annual Income is equal to no more than 30% and 80% respectively of the median gross income figure established by geographic region and household size using the income guideline approved for use by the New Jersey Council on Affordable Housing or as it may be amended pursuant to N.J.A.C. 5:92-12.

ii. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

iii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement, and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of:

(a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, or in the case of tax exempt property, the projected tax levy based upon the assessed value for the year in which the application is filed, which amount the parties agree would be \$22,000; or

(b) the sum of \$36,532 per year, which sum will be prorated only in the years in which Substantial Completion occurs and this Agreement terminates.

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

xvii. Net Profit - The Gross Revenues of the Entity less all operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on

debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

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

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

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

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

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 2088.1, Lots 4.01 and 4.02, more commonly known by the street address of 20-28 and 40-44 Barbara Place and 515-521 Grand Street, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit

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

Section 2.3 Improvements to be Constructed

Entity represents that it will construct six (6) buildings, consisting of five (5) three-story buildings, one (1) four-story building. There will be a total of 63 residential units; 16 units affordable to families of low income; 39 units affordable to families of moderate income; 8 units rented to families with no income restrictions and one superintendent unit. The project will contain fourteen (14) one-bedroom units; twenty-six (26) two-bedroom units; twenty-one (21) three-bedroom unit and two (2) four-bedroom units and 46 off the street parking spaces, all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

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

Section 2.5 Ownership, Management and Control

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

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

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the

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

Section 2.7 Statement of Rental Schedules and Lease Terms

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

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 33 years from the date of the adoption of Ordinance _____ on _____, 2008, which approved the tax exemption or 30 years from the date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

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

(i) City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 15% of the Annual Gross Revenue for the market rate units and 6.28% for the low and moderate income units. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue which shall not be less than the its estimate of Gross Revenue as set forth in its Financial Plan, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

A Minimum Annual Service Charge shall be due beginning on the effective date of this Agreement. The Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate

of interest permitted in the case of unpaid taxes or tax liens on land until paid.

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

Section 4.2 Staged Adjustments

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

i. Stage One: From the first day of the month following Substantial Completion until the last day of the fifteenth year, the Annual Service Charge shall be 15% of Annual Gross Revenue for the market rate units and 6.28% for the low and moderate income units;

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

iii. Stage Three: Beginning on the 1st day of the 22nd year following the Substantial Completion until the last day of the 27th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 28th year following Substantial Completion until the last day of the 29th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 30th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the value of the land and Improvements.

Section 4.3 Credits

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing,

such delinquency shall render the Entity ineligible for any Land Tax Payment credits against the Annual Service Charge for that quarter. No credit will be applied against the Annual Service Charge for partial payments of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid.

Section 4.5 Administrative Fee

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

Section 4.6 Material Conditions

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

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

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

amended from time to time.

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

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

Section 6.2 Filing of Certificate of Occupancy

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

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

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

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

Section 7.2 Periodic Reports

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

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

Section 7.3 Inspection/Audit

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

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

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

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

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue. Pursuant to N.J.S.A. 40A:20-14(b) there is expressly excluded from the calculation of

Gross Revenue and Net Profit in the determination of Excess Profit, any gain realized by the Entity on the sale of any condominium unit, whether or not taxable under federal or state law.

Section 8.2 Annual Payment of Excess Net Profit

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

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

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

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval

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

Section 9.2 Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review,

preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

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

Section 10.2 Disclosure of Lobbyist Representative

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

ARTICLE XI - DEFAULT

Section 11.1 Default

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

Section 11.2 Cure Upon Default

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

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right

to terminate this Agreement in accordance with Section 12.1.

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

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI herein, but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

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

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

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

Section 12.2 Voluntary Termination by the Entity

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

Section 12.3 Final Accounting

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

Section 12.4 Conventional Taxes

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

Section 12.5 Termination Payment

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

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

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

ARTICLE XIV - WAIVER

Section 14.1 Waiver

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

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

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

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

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

Section 16.2 Sent by City

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

Lafayette Family Phase IV Urban Renewal Associates, L.P.
One East Stow Road
Marlton, New Jersey 08053

and

Jersey City Housing Authority
400 U.S. Highway #1
Jersey City, New Jersey 07306
Att: Maria T. Maio, Executive Director

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

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

Section 16.3 Sent by Entity

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

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

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

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material

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

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

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

Section 18.2 Conflicts

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

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the

Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

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

Section 18.5 Good Faith

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

Section 18.6 Pending Litigation

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

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

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

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

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

ATTEST:

**LAFAYETTE FAMILY PHASE IV URBAN
RENEWAL ASSOCIATES, L.P.**

Vice-President, Lafayette Family IV-Michaels, LLC

ATTEST:

CITY OF JERSEY CITY

**Robert Byrne
City Clerk**

**Brian O'Reilly
Business Administrator**

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. Ord. 08-106
3.H. JUL 16 2008 **4.H. AUG 0 6 2008**
 TITLE:



Ordinance approving a thirty (30) year tax exemption for an Urban Renewal Affordable Housing Project to be constructed by Lafayette Family Phase VI Urban Renewal Associates, L.P., an Urban Renewal Entity, pursuant to the Long Term Tax Exemption Law N.J.S.A. 40a:20-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUL 16 2008 7-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	<i>ABSENT</i>		
LIPSKI	✓			RICHARDSON	<i>ABSENT</i>			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 0 6 2008 6-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
<i>SPINELLO/VEGA</i>											
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	<i>ABSENT</i>			FLOOD	<i>ABSENT</i>		
LIPSKI	<i>ABSENT</i>			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
AUG 0 6 2008 6-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	<i>ABSENT</i>			FLOOD	✓		
LIPSKI	<i>ABSENT</i>			RICHARDSON	✓			VEGA, PRES.	<i>ABSENT</i>		

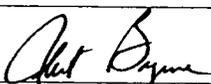
✓ Indicates Vote

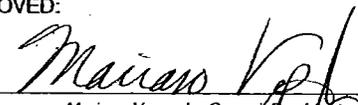
N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUL 16 2008

Adopted on second and final reading after hearing on AUG 0 6 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 0 6 2008


 Robert Byrne, City Clerk

APPROVED: 
 Mariano Vega, Jr., Council President
 Date: AUG 0 6 2008

APPROVED: 
 Jeremiah Healy, Mayor
 Date: AUG 1 3 2008
 Date to Mayor AUG - 6 2008

*Amendment(s):

City Clerk File No. Ord. 08-107

Agenda No. 3.I 1st Reading

Agenda No. 4.I 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE. 08-107

TITLE:

AN ORDINANCE GRANTING PERMISSION TO 19 WINFIELD, LLC, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT STAIRS AND STOOPS WITHIN THE PUBLIC RIGHT-OF- WAY, FOR EACH OF THREE (3) HOUSES ON PRINCETON AVENUE ADJACENT TO BLOCK 1431, LOTS 23,24, AND 25 RESPECTIVELY.

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

WHEREAS, Petitioner is the owner of real property in Jersey City known as: 247, 249, and 251 Princeton Avenue, Block 1431, Lots 23,24, and 25, and

WHEREAS, Petitioner has filed a petition with the Municipal Council of Jersey City, requesting a franchise as shown on a Site Plan prepared by Inglese Architecture and Engineering (hereinafter referred to as Exhibit "A"), said Petition and Site Plan being on file with the Office of the City Clerk, requesting a franchise giving permission to use certain areas, each encroaching 3.5 feet into the public right-of-way of Princeton Avenue, more particularly described in the metes and bounds descriptions on the survey prepared by Behar Surveying Associates, P. C. attached hereto as Exhibit "B," as and for the construction of stairs and stoops as depicted on Exhibit "A"; and

WHEREAS, the rights of the public are not injuriously or adversely affected by the requested relief because the area in question contains sidewalks ranging from 12 to 12.5 feet in width; and

WHEREAS, 19 WINFIELD, LLC, its successors and assigns, has made application to the Municipal Council of Jersey City by written Petition for the franchise herein referred to, indicating that the constraints of the site, namely the drop in elevation of 3.5 feet at the southernmost point of lot 25 as compared to the northernmost point of lot 23, along the Princeton Avenue right of way, created the need for stairs and stoops after the project was under construction. In order to compensate for the previously unknown descending elevation and maintain the proper alignment of windows and doors of the three homes, as dictated by previous municipal approvals, and for the completion of the construction without creating an undue hardship on the developer, namely realigning the entire foundation, the passage of this franchise ordinance is essential; and

WHEREAS, the proposed stairs and stoops are consistent with the fence and partial stair line presently prevailing on the block as shown on S-1 - Exhibit "A"; and

WHEREAS, a franchise ordinance is required to permit the private improvements within the public right-of-way.

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

SECTION 1: Permission is hereby granted to 19 WINFIELD, LLC, its successors and assigns, to construct stairs and stoops as depicted on Exhibit "A" and in accord with the approved Survey/Site Plan adopted by the Jersey City Zoning Board of Adjustment

AN ORDINANCE GRANTING PERMISSION TO 19 WINFIELD, LLC, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT STAIRS AND STOOPS WITHIN THE PUBLIC RIGHT-OF-WAY, FOR EACH OF THREE (3) HOUSES ON PRINCETON AVENUE ADJACENT TO BLOCK 1431, LOTS 23,24, AND 25 RESPECTIVELY.

SECTION 2: This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. The City of Jersey City reserves the right to cancel this Ordinance without cause by giving written notice to the Petitioner one year prior to the date of cancellation.

SECTION 3: Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION 4: In accepting the privileges of this ordinance and the installation, maintenance and use hereby authorized, 19 WINFIELD, LLC, its successors and assigns, hereby agrees to assume full, complete, and undivided responsibility for any and all injury or damage to persons or property by reason of said installations, maintenance and use and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use for the term of this ordinance.

A). 19 WINFIELD, LLC, its successors and assigns shall maintain in effect, during the term of this franchise, liability insurance naming the City of Jersey City, its officers and employees as insured, covering the use and occupancy of the franchised portion of Princeton Avenue. A Certificate of Insurance, in the amount of \$1,000,000.00 in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to the Franchise Ordinance.

SECTION 5: All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. After construction, there shall remain no damage to the area or interference with the free and safe flow of pedestrian traffic. The petitioner, and its successor or assigns, shall maintain all improvements installed by it for the entire term of this franchise at no cost to the City.

SECTION 6: The costs and expenses incidental to the introduction, passage and publication of this Ordinance shall be paid by the Petitioner.

SECTION 7: The Ordinance shall not become effective unless an acceptance hereof in writing be filed by the Petitioner.

SECTION 8: In the event that the Petitioner shall not file with the City Clerk its acceptance, in writing, of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION 9: For the Franchise herein granted, the Petitioners shall pay annually to the City of Jersey City the sum of ONE DOLLAR (\$1.00), which payment shall be made in advance to the City Finance Director, at his/her office at City Hall, on the first day of January in each year after this Ordinance becomes effective and remains in force.

SECTION 10: This Franchise Ordinance shall be subject to the following conditions:

a) An easement upon the portion of the Property subject to this Franchise Ordinance is hereby reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with or in any way relating to the City of Jersey City's or public utility companies', use or operation of water, sewer or utility lines.

AN ORDINANCE GRANTING PERMISSION TO 19 WINFIELD, LLC, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT STAIRS AND STOOPS WITHIN THE PUBLIC RIGHT-OF- WAY, FOR EACH OF THREE (3) HOUSES ON PRINCETON AVENUE ADJACENT TO BLOCK 1431, LOTS 23,24, AND 25 RESPECTIVELY.

b) No building or structure of any kind may be constructed over the water or sewer utilities within the area subject to this franchise without the consent of the Chief Engineer of the City of Jersey City.

c) All Ordinances and parts of Ordinance inconsistent herewith are hereby repealed.

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

e) This Ordinance shall take effect the same time and in the manner provided by law.

f) The City Clerk and the Corporation Counsel are 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 the existing provisions.

g) The Petitioner shall be responsible for snow removal in the entryway to the garage to the extent that municipal snow plows are unable to clear such areas.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required