

City Clerk File No. Ord. 08-109

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 08-109

**TITLE:**

**ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND FIBER TECHNOLOGIES NETWORKS LLC TO PERMIT THE INSTALLATION, USE AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATIONS SERVICES**

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

A. The following ordinance is adopted:

**WHEREAS**, Fiber Technologies Networks LLC ("Fibertech"), a New York limited liability company, with offices located at 300 Meridian Centre, Rochester, New York, is authorized to provide local exchange and interexchange telecommunications services throughout the State of New Jersey pursuant to an Order issued by the New Jersey Board of Public Utilities ("NJBPUB") in Docket No. TE05080683 dated September 14, 2005; and

**WHEREAS**, Fibertech has requested the consent of the City of Jersey City ("City") to use certain public rights-of-way within the City for a period of fifty (50) years for the purpose of constructing, installing, operating, repairing, maintaining and replacing a telecommunications system; and

**WHEREAS**, Fibertech agrees to pay the City \$5,000.00 to cover the reasonable costs incurred by the City for review, analysis and preparation of documents related to Fibertech's request; and

**WHEREAS**, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for public utility lines in its rights-of-way; and

**WHEREAS**, it is deemed to be in the best interest of the City and its citizenry, particularly including the commercial and industrial citizens, for the City to grant municipal consent to Fibertech to occupy said public rights-of-way within the City for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon Fibertech's continued compliance with all existing and future ordinances of the City and its entering into a Use Agreement with the City; and

WHEREAS, Fibertech agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JERSEY CITY THAT:

1. Non-exclusive consent is hereby granted to Fibertech to use certain public rights-of-way within the City for the purpose of construction, installation, operation, repair, maintenance and replacement of a telecommunications system for a period of fifty (50) years, subject to the mutual covenants and obligations as set forth in the Use Agreement annexed hereto.
2. The within granted permission is conditioned upon Fibertech entering into the annexed Use Agreement with the City and providing liability and property damage insurance.
3. The Business Administrator and Municipal Clerk are hereby authorized to execute the attached use Agreement or such substantially similar agreement as approved by the City's Corporation Counsel.

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

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

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

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

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

Ray L. Reddy  
Asst. Corporation Counsel

APPROVED:

[Signature]  
Asst. Business Administrator

Certification Required   
Not Required

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

ORDINANCE NO. Ord. 08-109

TITLE: 3.B. AUG 0 6 2008 4.B. AUG 2 0 2008



Ordinance authorizing the execution of an agreement between the City of Jersey City and Fiber Technologies Networks, LLC, to permit the installation, use and maintenance of telecommunications facilities within certain public rights-of-way for purposes of providing telecommunications services.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 0 6 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 TO CLOSE PUBLIC HEARING											
AUG 2 0 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
<i>LIPSKI / SOTTOLANO</i>				GAUGHAN	✓			BRENNAN	✓		
SOTTOLANO	✓			FULOP	✓			FLOOD	ABSENT		
SPINELLO	✓			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)

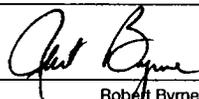
RECORD OF FINAL COUNCIL VOTE											
AUG 2 0 2008 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	ABSENT		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

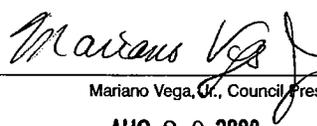
✓ Indicates Vote N.V.-Not Voting (Abstain)

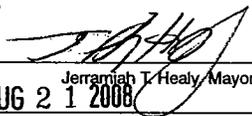
Adopted on first reading of the Council of Jersey City, N.J. on AUG 0 6 2008

Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

  
Robert Byrne, City Clerk

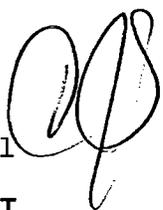
APPROVED:   
Mariano Vega, Jr., Council President  
Date: AUG 2 0 2008

APPROVED:   
Jeremiah T. Healy, Mayor  
Date AUG 2 1 2008  
Date to Mayor AUG 2 0 2008

\*Amendment(s):

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

**To:** William Matsikoudis, Corporation Counsel

**From:** Carmine J. Scarpa, Assistant Corporation Counsel 

**Subject:** **ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND FIBER TECHNOLOGIES NETWORKS LLC TO PERMIT THE INSTALLATION, USE AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATIONS SERVICES**

**Date:** July 29, 2008

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This Ordinance permits Fibertech to use existing conduits owned by other public utilities to lay their fiber optics in the City of Jersey City. Municipal consent is required by the BPU.

We currently only charge fiber optics providers on the basis of street excavation. This use of conduits will likely require no excavation; however, if it does, the agreement requires that Fibertech comply with all City ordinances.

Accordingly, we negotiated a reasonable fee of \$5,000 for the City's costs in review, preparing, and approving the subject Municipal Consent.

CS/jn

## **RIGHTS-OF-WAY USE AGREEMENT**

THIS RIGHTS-OF-WAY USE AGREEMENT (“Use Agreement”) is dated

(The “Effective Date”), and entered into by and between the City of Jersey City (“City”), a New Jersey municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and Fiber Technologies Networks, LLC (“Fibertech”), a New York limited liability company, with offices located at 300 Meridian Centre, Rochester, New York 14618.

### **RECITALS**

**WHEREAS**, Fibertech has been approved by the New Jersey Board of Public Utilities to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE05080683, dated September 14, 2005. Pursuant to such authority granted by the Board, Fibertech may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

**WHEREAS**, with permission of the owners of such utility poles or underground conduits, Fibertech proposes to place its telecommunication facilities aerially on utility poles or in underground conduit in the public rights-of-way within the City, for the purpose of owning, constructing, installing, operating, repairing and maintaining a telecommunications system.

**WHEREAS**, it is in the best interests of the City and its citizenry for the City to grant consent to Fibertech to occupy said public rights-of-way within the City for this purpose.

**WHEREAS**, the consent granted herein is for the non-exclusive use of the stated public rights-of-way within the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Fibertech hereby agree to and with each other as follows:

**Section 1: Definitions**

- a. “BPU” is the New Jersey Board of Public Utilities.
- b. “Fibertech” is the grantee of rights under this Use Agreement and is known as Fiber Technologies Networks, LLC, its successors and assigns.

- c. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in construction and use.
- g. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

**Section 2: Grant of Consent.**

The City hereby grants Fibertech its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system, subject to the mutual covenants and obligations as set forth in this Use Agreement.

**Section 3: Public Purpose.**

It is deemed to be in the best interests of the City and its citizenry, particularly including commercial and industrial citizens, for the City to grant consent to Fibertech to occupy said public rights-of-way within the City for this purpose.

**Section 4: Project Description and Notice to and Approval of City**

Any construction to be undertaken for the purposes described herein shall require prior notice by Fibertech to the City. Fibertech shall fully describe the construction to be undertaken in plans and specification submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

**Section 5: Scope of Use Agreement.**

Any and all rights expressly granted to Fibertech under this Use Agreement, which shall be exercised at Fibertech's sole costs and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way

exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in Fibertech a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Utility Poles and Underground Conduit, which shall be the sole responsibility of Fibertech to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits Fibertech to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or Underground Conduit owned by public utility companies or to be constructed by Fibertech located within the municipal rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

**Section 6: Compliance with Ordinances**

Fibertech shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted.

**Section 7: Municipal Costs**

Fibertech agrees to pay to the City \$5,000.00 to cover the reasonable costs incurred by the City for review, analysis and preparation of documents related to Fibertech's request for municipal consent.

**Section 8: Duration of Consent and Termination of Agreement**

The non-exclusive municipal consent granted herein shall expire fifty (50) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that Fibertech ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of Fibertech to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

**Section 9: Indemnification**

Fibertech, its successors, assigns, sub-contractors, agents, servants, officers, employees,

designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suites, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of Fibertech's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suites, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with Fibertech activities pursuant to the rights granted in this Use Agreement.

**Section 10. Notices**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To Fibertech at: Charles B. Stockdale  
Vice President and General Counsel  
Fibertech Networks LLC  
300 Meridian Centre  
Rochester, New York 14618

With a copy to: Richard P. DeAngelis, Jr.  
Stryker, Tams & Dill, LLP  
Two Penn Plaza  
Newark, New Jersey 07105

To the Municipal Engineer  
City of Jersey City  
575 Route 440  
Jersey City, New Jersey 07305

**Section 11. Liability Insurance**

Fibertech shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy in the amount of Five

Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, Fibertech shall file Certificates of Insurance with the City with endorsements evidencing the coverage provided by said liability and excess liability policies.

The City shall notify Fibertech within fifteen days (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of Fibertech's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

**Section 12. Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 13. Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 14. Incorporation of Prior Agreements.**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 15. Modification of Agreement.**

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 16. Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 17. Counterparts.**

This Agreement may be executed and delivered in several counterparts, each of which,

when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Fiber Technologies Networks, LLC

Witness

Charles B. Stockdale  
Vice president & General Counsel

Print Name:

Dated:

Dated:

City of Jersey City

Witness

Brian O'Reilly  
Business Administrator

Robert Byrne  
Municipal Clerk

Dated:

Dated:

City Clerk File No. Ord. 08-110

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 08-110

TITLE:

## ORDINANCE AMENDING CHAPTER 307 (TAXICABS AND LIMOUSINES) ARTICLE I (TAXICABS) OF THE JERSEY CITY CODE

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

A. The following amendment to Chapter 307 (TAXICABS AND LIMOUSINES) Article I (TAXICABS) of the Jersey City Code is adopted:

§ 307-1. Definitions.

As used in this article, the following terms shall have the meanings indicated:

CALL BOX -- A telephone or call box for the taking of calls and the dispatching of taxicabs by the authorized holder or holders of a certificate of public convenience and necessity.

CERTIFICATE -- A certificate of public convenience and necessity issued by the Division of Commerce, authorizing the holder thereof to conduct a taxicab business in the City of Jersey City.

CRUISING --

DESIGNATED TAXI STAND -- A stand for the exclusive use of those taxicabs specifically assigned such stand and issued an emblem stating the name of such stand by the Division of Commerce.

DISABLED PERSON -- Disabled person means a physical impairment which confines a person to a wheelchair, cause a person to work with difficulty or insecurity, affects sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger, causes faulty coordination or reduces mobility, flexibility, coordination and perceptiveness.

DRIVER'S LICENSE -- The permission granted by the Division of Commerce to a person to drive a taxicab upon the streets of the city.

HOLDER -- A person to whom a certificate of public convenience and necessity has been issued.

MANIFEST -- A daily record prepared by a taxi driver of all trips made by the driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip. The manifest shall also contain the driver's name, time reporting on and off duty, the starting and finishing mileage and the number of the vehicle.

OPEN TAXI STAND -- A stand which is not reserved for the exclusive use of specific taxicabs but authorized for use by any taxicab licensed pursuant to this article.

RATE CARD -- A card issued by the Division of Commerce for display in each taxicab which contains the rate of fare in force.

STARTER -- A person in charge of queuing taxicabs and waiting patrons and otherwise maintaining order at a taxi stand.

TAXICAB or TAXI -- A motor vehicle equipped with a taximeter, regularly engaged in the business of carrying passengers for hire, and not operated over a fixed route, and so designed as to comfortably seat not fewer than four passengers, exclusive of the driver.

TAXIMETER -- A meter, instrument or device attached to a taxicab which measures mechanically the distance driven and the waiting time upon which the fare is based.

TAXI STAND and TEMPORARY TAXI STAND -- A place alongside the curb of a street or elsewhere in the city reserved exclusively for the use of taxicabs and distinctly marked by a metal sign or stanchion, or by painted markings on the surface of the street or curb.

WAITING TIME -- The time when a taxicab is not in motion from the time of acceptance of a passenger or passengers to the time of discharge and payment of fare by the passenger.

§ 307-2. Certificate of public convenience and necessity required.

No private vehicle shall be used as a taxicab. No person shall operate or permit a taxicab owned or controlled by him or her to be operated as a vehicle for hire without having first obtained a certificate of public convenience and necessity from the Division of Commerce. The number of outstanding certificates shall be limited to a total of one hundred four (104) cabs and no more, unless adequate service to the public shall require more and such additions are approved by the Municipal Court.

§ 307-3. Application for certificate.

An application for a certificate of public convenience and necessity shall be filed with the Division of Commerce upon forms provided by the Division, and the application shall be verified under oath and shall furnish the following information:

- A. Name, address, date of birth, telephone, social security and motor vehicle operator license numbers of the applicant.
- B. Experience of the applicant in the transportation of passengers.
- C. Any facts which the applicant believes tend to prove that public convenience and necessity require the granting of a certificate.
- D. Number of vehicles to be operated or controlled by the applicant and the location of proposed depots and terminals.
- E. Four photographs (minimum size of 3 1/2 inches by 3 1/2 inches) of each taxi (full frontal, full rear and bumper-to-bumper left and right side views). (This requirement shall not apply to renewal applications, but to initial applications under this amended ordinance and replacement vehicles only.)
- F. Complete a Scofflaw Violations Check Form supplied by the Division of Commerce.
- G. Such other information as the Division may require.

§ 307-4. Issuance or denial of certificate.

- A. Subject to the limit fixed by this article, if the Division of Commerce finds that further taxicab service in the city is required by the public convenience and necessity and that the applicant is fit, willing and able to perform such public transportation and to conform to the provisions of this article and the rules thereto promulgated by the Division, then the Division shall issue a certificate stating the name and address of the applicant, the number of vehicles authorized under said certificate and the date of issuance; otherwise the application shall be denied.
- B. In making the above findings, the Division shall take into consideration the number of taxicabs already in operation, whether existing transportation is adequate to meet the public need, the probable effect of increased service on local traffic conditions, and the character, experience and responsibility of the applicant.
- C. If the application is denied, written reasons for such denial shall be given the applicant. The applicant may appeal such denial to the Business Administrator in writing and within 20 days of his or her receipt of the written reasons for denial. A hearing shall be scheduled upon at least 10 days' notice to the applicant.

D. Every holder of a certificate of public convenience and necessity shall be responsible for the operation of any taxi for which the certificate has been granted.

§ 307-5. Operation of noncertified taxicabs within city limits.

A. It shall be unlawful for a noncertified taxicab to pick up or accept a passenger within the city for a destination to a place within the city.

B. Noncertified taxicabs may discharge a passenger at a destination within the city, provided that said passenger has been picked up by said taxicab outside the city.

C. Noncertified taxicabs may only pick up a passenger within the city to be taken to a place of destination outside the city, provided that the passenger had personally or through an agent previously arranged by telephone or other means of communication with the owner or driver of the noncertified taxicab for such a trip to the destination outside the city.

D. Noncertified taxicabs may not pick up passengers unless the pickup is prearranged as described above.

§ 307-6. Emergent removal of taxi from service; out-of-service sticker.

A. A taxi may be removed from service on an emergent basis by the Director of the Division of Commerce when:

- (1) The taxi is being operated without insurance in violation of § 307-7;
- (2) The taxi is found to be unsafe or otherwise in violation of the provisions of § 307-21; or
- (3) The taximeter is not working or inaccurate or otherwise in violation of § 307-23.

B. The holder may appeal the removal from service in writing to the Business Administrator within 20 days of the removal. A hearing shall be scheduled upon at least 10 days' notice to the holder.

C. When the Division of Commerce removes a taxi from service, the Division shall place an out-of-service sticker on the left side of the taxi's front windshield. The taxi shall remain out-of-service until the deficiencies are corrected and the sticker is removed by the Division.

D. It shall be a violation of this article for anyone other than the Director of the Division of Commerce or an inspector of the Division to remove an out-of-service sticker placed on a taxi by the Division.

E. If a taxi is in operation after an out-of-service sticker is removed by anyone other than the Director of the Division of Commerce or an inspector of the Division and prior to the correction of the deficiencies which caused the sticker to be placed on the taxi, the Director of the Division may cause that taxi to be impounded until the deficiencies which caused the sticker to be placed on the taxi are corrected. In such a case, the impoundment shall be at the taxi owner's expense.

F. If within 40 days of the removal from service, the taxi is not returned to service in full compliance with this article, the Director of the Division of Commerce shall revoke such certificate of public convenience and necessity in accordance with the procedures set forth in § 307-11.

§ 307-7. Insurance required.

A. In order to insure the safety of the public, it shall be unlawful for any person to operate or cause or permit a taxicab to be operated, nor shall be certificate of public convenience and necessity be issued, until an insurance policy in compliance with N.J.S.A. 48:16-3 to 48:16-12 is obtained and copies filed with the Clerk of the City of Jersey City and with the Division of Commerce.

B. Any certificate issued hereunder shall only be effective for as long as the insurance policy remains in force and in accordance with the statutory amounts. In the event that the insurance is canceled, the certificate shall terminate on the effective date of the cancellation, unless the

insurance has been reinstated and a withdrawal of the cancellation or a new policy of insurance has been submitted to the Clerk of the City of Jersey City and to the Division of Commerce prior thereto for the remainder of the license term.

C. Said insurance policy must provide therein that it shall not be canceled except upon 20 days' prior written notice to the Director of the Division of Commerce.

§ 307-8. Annual license fee; expiration date.

No certificate shall be issued or continued in operation unless the holder thereof has paid an annual license fee as provided in Chapter 160, Fees and Charges, for each vehicle operated under a certificate of public convenience and necessity and, upon renewal, has completed a renewal application, together with applicable documentation, as required by the Division of Commerce. The certificate shall expire on March 31 of each year. The initial license fee following the change in expiration date will be subject to proration by the Division of Commerce. The fee shall be in addition to any other license fees or charges established by proper authority and applicable to said holder of the vehicle or vehicles under his or her operation and control.

§ 307-9. Transfer of certificate.

A. No certificate of public convenience and necessity may be sold, leased or otherwise transferred to a taxicab driver or any other person for the use of transporting passengers without the approval of the Director of the Division of Licenses and Fees. The purchaser, lessee or transferee shall qualify for a certificate in accordance with § 307-3 et seq. Any denial of sale, lease, or transfer shall be in writing and based upon the failure of the transferee to qualify for a certificate pursuant to § 307-3 et seq. An applicant wishing to appeal a denial of transfer shall follow the procedure as set forth in § 307-4C.

B. The holder of a certificate may sell, lease or transfer the certificate as described in § 307-9A above, or may lease, rent or hire out a taxicab or taxicab driver to any other person for the use of transporting passengers, subject to the approval of the Director of the Division of Licenses and Fees. Whenever a holder of a certificate leases, rents or hires out a taxicab as described above, the details of the transaction shall be recorded promptly by the holder in the Division of Licenses and Fees.

C. The transfer fee shall be as provided in Chapter 160, Fees and Charges.

§ 307-10. Revocation or suspension of certificate.

A certificate issued under the provisions of this article may be revoked or suspended by the Division of Commerce if the holder thereof has:

A. Violated any of the provisions of this article.

B. Discontinued operations for more than 30 days.

C. Violated any provision of this Code or the laws of the United States or the State of New Jersey, the violations of which reflect unfavorably on the fitness of the holder to offer public transportation.

§ 307-11. Notice prior to suspension or revocation; hearing.

A. Prior to suspension or revocation, the holder shall be given notice and a copy of the charges and shall have an opportunity to present evidence in his or her behalf to the Division Director.

B. An adverse ruling by the Division Director may be appealed to the Business Administrator. The request for appeal shall be in writing and submitted within 20 days of the adverse ruling. A hearing shall be scheduled upon at least 10 days' notice to the holder.

§ 307-12. Taxicab driver's license.

No person shall operate a taxicab for hire upon the streets and no person who owns or controls a

taxicab shall permit it to be so driven and no taxicab licensed by the City shall be so driven at any time for hire unless the driver of the taxicab shall have first obtained and shall have then in force a taxicab driver's license issued under the provisions of this article.

§ 307-13. Application for taxicab driver's license; contents; expiration date.

A. An application for a taxicab driver's license and yearly renewal thereof shall be filed with the Division of Commerce on forms provided by the Division, and such application shall be verified under oath and shall contain the following materials or information:

- (1) Name, address, date of birth, telephone, social security and motor vehicle operator license numbers.
- (2) The experience of the applicant in the transportation of passengers.
- (3) A three-year history of his or her employment.
- (4) Proof of residence in the State of New Jersey for a period of at least 90 days.
- (5) The applicant shall be 21 years of age or older and have at least three years of driving experience.
- (6) The applicant is able to speak, read and write the English language and has a basic knowledge of Hudson County roadways and landmarks.
- (7) The applicant is a citizen of the United States. If the applicant is not a citizen, he or she must present valid documentation of authorization to work from the federal government.
- (8) The applicant has in his or her possession a valid New Jersey State driver's license.
- (9) Two photographs of the applicant one and one-half by one and one-half (1 1/2 x 1 1/2) inches front view of the applicant's face and shoulders without head covering.
- (10) Fingerprint impressions taken by the Department of Police. The applicant shall bear any and all costs for fingerprinting.
- (11) Each application must be accompanied by a certificate from a licensed and practicing physician of the State of New Jersey, certifying that the applicant was examined on a certain date, within 60 days before the filing of the application; and that, in the physician's opinion, the applicant is of sound physique, with good eyesight, not subject to epilepsy, vertigo, heart trouble or any other infirmity of body or mind which might make the applicant unfit to safely operate a taxi. Upon renewal application, a certificate shall only be required every other year.

B. At the time the application is filed, the applicant shall pay to the Division the sum as provided in Chapter 160, Fees and Charges. The license shall expire on December 31 of each year. The initial license fee following the change in expiration date will be subject to proration by the Division of Licenses and Fees.

§ 307-14. Investigation of taxicab driver's license applicants.

A. Upon the filing of an application for a taxi driver's license, the Jersey City Police Department shall conduct an investigation of each applicant. The applicant's photo and fingerprints shall be forwarded to the Jersey City Police Department's Bureau of Records and Identification. A report of the investigation and a copy of the traffic and police record of the applicant, if any, shall be attached to the application and returned for the consideration of the Division of Commerce.

B. The Director of the Division of Commerce shall consider the application, the police investigation report, the physician's certificate and any other documentation required to be attached thereto, the character, driving experience and responsibility of the applicant and any other relevant facts whatsoever and shall approve or reject the application. However, no taxi driver's license shall be issued until a written police investigation report is received from the Jersey City Police Department's Bureau of Records and Identification, showing the result of the investigation of the applicant's prior history, if any, through an examination of the fingerprints. If a delay of more than 30 days is encountered between the date of fingerprinting and the receipt of the results of a Federal Bureau of Investigation (FBI) or a New Jersey State Police fingerprint

check (the applicant shall bear the cost of any such investigation and check), the Director of the Division of Commerce may issue the applicant a temporary license for a period not to exceed six months based on a check through the fingerprints on file with the Jersey City Police Department. If, when received by the Division of Commerce, all results of the fingerprint checks by the FBI and the New Jersey State Police show that the applicant is unfit to obtain a license, the Division may immediately revoke the applicant's license.

§ 307-15. Approval or rejection of application for taxicab driver's license.

The Division of Commerce shall, upon consideration of the application and the reports and certificates required to be attached thereto, approve or reject the application. If the application is rejected, written reasons for such rejection shall be given to the applicant. The applicant may appeal such rejection to the Business Administrator, in writing, and within 20 days of his or her receipt of written reasons for rejection. A hearing shall be scheduled upon at least 10 days' notice to the applicant.

§ 307-16. Issuance of taxicab driver's license; fee.

A license for each calendar year shall be issued upon payment of a fee as provided in Chapter 160, Fees and Charges, unless the license for the previous year has been revoked or suspended.

§ 307-17. Display of taxicab driver's license.

Every driver licensed under this article shall post his or her driver's license and a rate card in a bracket folder above the rear front seat at the eye level of the passenger. Said license and rate card shall be enclosed in plastic or glass.

§ 307-18. Suspension or revocation of taxicab driver's license.

The Division of Commerce is hereby given the authority to suspend any taxicab driver's license issued under this article, such suspension to last for a period of not more than 30 days. The Division is also given authority to revoke any driver's license. A license may be suspended or revoked for failure to comply with the provisions of this article. However, a license may not be suspended or revoked unless the driver has received notice and a copy of the charges and has had an opportunity to present evidence in his or her behalf to the Division Director. An adverse ruling by the Division Director may be appealed to the Business Administrator. The request for appeal shall be in writing and submitted within 20 days of the adverse ruling. A hearing shall be scheduled upon at least 10 days' notice to the driver.

§ 307-19. Licensed drivers to comply with other laws.

Every taxicab driver licensed under this article shall comply with all city, state and federal laws relating to the use and occupancy of motor vehicles and taxicabs. Failure to do so will justify the Director of the Division of Commerce in suspending or revoking a license.

§ 307-20. Taxicab equipment and maintenance; inspections.

A. Prior to the use and operation of any vehicle as a taxicab under this article, the vehicle shall be thoroughly examined and inspected by the Division of Commerce and shall be found to comply with such reasonable rules and regulations as may be prescribed by the Division. These rules and regulations shall be promulgated to provide safe transportation and shall specify such safety equipment and regulatory devices as the Division deems necessary therefor.

B. When the Division of Commerce finds that a vehicle has met the standards established by the Division of Commerce, it shall issue a license to that effect. The license shall be conspicuously displayed in each taxicab, so as to be readily seen by the passenger.

C. Every vehicle operating under this article shall be kept in a clean and sanitary condition according to rules and regulations promulgated by the Division.

D. All seat belts and shoulder harnesses shall be maintained and/or replaced as required to keep them in safe working order. The number of such seat belts and harnesses maintained and/or replaced shall be the same number originally installed by the manufacturer of the vehicle. All upholstery covering on seats and cushions in a licensed taxicab shall be made of leather or similar nonabsorbent material of a washable nature and shall be easily removable.

E. Every taxicab shall be equipped with an interior white light of sufficient candlepower to illuminate its interior after sundown and in no case shall the bulb be less than six candlepower.

F. Taxicabs shall be equipped with roof lights and said lights shall be in operation whenever the taxicabs are in operation. The roof lights shall be lighted when the taxicabs are vacant and extinguished during the daytime hours. There shall be no switches to allow the operator to control the roof lights.

G. Vehicles used as taxicabs shall pass inspection by the New Jersey State Motor Vehicle Department and also shall pass inspection by the Division of Commerce of the city.

H. Taxicabs, whether initial or replacement vehicles, shall not be more than sixty (60) months of age when first put into taxicab service and shall be removed from taxicab service when such vehicle attains the age of eighty-four (84) months; provided, however, that those taxicabs in service prior to the effective date of this amended article and which are 60 or more months of age prior to the effective date of this amended article shall not be required to be removed from taxicab service earlier than twenty-four (24) months after the effective date of this amended article, except that when a taxicab attains the age of eighty-four (84) months, the holder may, on a yearly basis, seek the written approval of the Director of the Division of Commerce to keep the taxicab in service. The holder shall have the burden of proving to the Director of Commerce that the taxicab is in superior condition.

I. Replacement vehicles used as taxicabs shall have a minimum of four doors and shall not be station wagons.

J. Bulletproof shields shall be installed on all vehicles, whether new or used. Such shields shall be installed full length behind the driver's seat from the floor to the roof of the taxicab. The partition shall be made of lexan, margard, or other polycarbonate material not less than 0.375 inches thick extending upward from the back of the front seat to the ceiling of the vehicle. There shall be a provision for communication with passengers and for a money slot while the partition is closed. Such partition may be able to be partially opened by the driver, so long as the driver can fully close the partition at any time. A vehicle owner shall also equip the vehicle with a 0.085-inch thick plate of ballistic steel or its equivalent, installed inside the back rest of the front seat. The plate shall cover the complete back rest area which is exposed to the rear seat compartment.

K. Security locks, which permit operation of both rear door locks by the operator of the taxicab, may be installed in any vehicle; however, the passenger shall never be prevented from manually unlocking his or her door.

L. Taxicabs shall be equipped with trouble lights that can be engaged by the driver, which will reveal a light on the outside of the vehicle, on the back of the taxi and just to the left of the trunk lock, and which is used to send out a silent distress call to notify other vehicles and pedestrians that the driver is in a dangerous situation.

M. Cameras and radios shall be required in all taxicabs. The required cameras shall be designed to enhance driver safety by acting as a deterrent to crime and as an effective tool in identifying those who commit crime, and shall be in-vehicle security camera systems capable of taking digital photo images of the entire passenger area of the vehicle. The system shall consist of a small camera with integrated infrared lighting that is installed above the vehicle's rear-view mirror. The infrared lighting shall enable the capture of digital images during the day or night, which shall be time and date-stamped along with the vehicle identification number, and are stored in a small controller unit securely installed elsewhere in the vehicle. The data shall be encrypted to prevent tampering and may only be accessed by authorized individuals. The

required radios shall be FCC-licensed commercial two-way radios with an emergency button capable of notifying the Police Department or the Division of Commerce that a driver is in trouble.

§ 307-21. Taxicab identification; color regulation.

A. For identification purposes, the color scheme, insignia or monogram of a taxicab shall be assigned by the Division of Commerce. Each taxicab shall bear, either upon each rear door or upon each side of the vehicle next to the rear door, the rates of fare, as set forth on the rate card, in black letters not less than one inch or more than two inches in height. Trade names shall appear in black letters no less than six inches in height on both sides and rear of each vehicle. The assigned number of each taxicab shall appear on each side and rear in black numerals not less than two inches in height. No vehicle covered by this article shall be licensed whose color scheme, identifying design, monogram or insignia shall, in the opinion of the Division, conflict with or imitate any color scheme, identifying design, monogram or insignia used on a vehicle or vehicles already operating under the article, in such a manner as to be misleading or tend to deceive or defraud the public. If, after a license has been issued for a taxicab hereunder, the color scheme, identifying design, monogram or insignia thereof is changed without authorization from the Director of the Division of Commerce, the certificate covering such taxicab or taxicabs shall be suspended or revoked in accordance with the procedures set forth in § 307-11.

B. All taxicabs licensed to operate within the City of Jersey City shall be painted one uniform color substantially consistent with the following examples:

- (1) Ford Chrome Yellow Paint - Code No. 6S.
- (2) Dupont Centari Acrylic Paint - Code No. 4357.
- (3) Dupont Deluxe Enamel Paint - Code No. 95923.

C. All taxicabs in service prior to the effective date of this amended article shall be exempt from this requirement; provided, however, that all new and replacement taxicabs which come into service after the effective date of this amended article shall be in compliance with the above color requirement immediately upon their operation within the City of Jersey City. Also exempt from this requirement, upon review and approval of the Director of the Division of Commerce, shall be radio-dispatched taxis which can demonstrate that their color scheme had been established and recognized by the public for a significant length of time prior to the effective date of this amended article.

D. Any taxicab being painted in compliance with this amended article shall be inspected by the Division of Commerce within 30 days of said painting.

§ 307-22. Taximeters.

A. All taxicabs operated under the authority of this article shall be equipped with a taximeter of a size and design approved by the Division of Commerce, and be so affixed that the face of the meter is visible to passengers. After sundown, each taximeter shall be illuminated by a suitable light not less than three candlepower and shielded or so arranged as to throw a continuous light thereon. No driver, while carrying passengers, shall display the signal affixed to any taximeter in such a position as to denote that the vehicle is not employed.

B. The Division of Commerce shall examine any taximeter attached to any taxicab, at any time, to see that it is accurate according to the rate schedule and to affix to the meter a seal of the Division. The seal shall be of a type and design set forth by the Division and attached in such manner that will ensure its remaining intact and prevent the tampering with the inner portion of the meter. In the event that a taximeter requires repairs, it shall not be returned to service until such time as it has been inspected again as required above and the proper seal again affixed. No person shall use or permit to be used, or drive for hire, a taxicab with a taximeter the case of which is unsealed or the covers and gears of which are not intact.

§ 307-23. Fare rates; discounts.

No owner or driver of a taxicab shall charge a greater sum for the use of a taxicab than in accordance with the following rates:

A. Mileage rates shall be two dollars and fifty cents (\$2.50) for the first one-ninth (1/9) mile or each fraction thereof and twenty-five cents (\$0.25) for each additional one-ninth (1/9) mile.

B. Waiting time shall be charged at the rate of twenty cents (\$0.20) for each minute per waiting time or fraction thereof at a rate of twelve dollars (\$12.00) per hour.

C. Every taxicab operated under this article shall have a rate card setting forth the authorized rates of fare displayed as described in § 307-17. Rates of fare shall apply on one to five passengers to a single destination.

D. Taximeters shall be maintained so as to remain accurate and, except in the case of flat-fare rates authorized under this article, shall be in use whenever the taxicabs are in operation. When a taximeter is required to be in use, and it is not in use, whatever the reason, the passenger shall not be charged a fare for that particular ride. A notice approved by the Division containing this provision shall be conspicuously posted in each taxicab.

E. Taxicabs shall carry passengers to other municipalities within the state at a flat rate. If a trip or call extends beyond the boundary of the city, the driver and passenger or passengers shall agree on a flat rate of fare, prior to the start of the trip. A proper notation shall be made on the driver's manifest showing such charge.

F. The Division of Commerce shall have prepared the notices in large print to be displayed in the passenger compartment of each taxicab advising the passenger that if the meter is not in operation (except in the case of flat-fare rates authorized under this article) or if there is any question regarding the fare, that the passenger shall notify the Division of Commerce of such matter. In addition to the above, said notice shall contain the following information:

(1) The name of the taxicab owner and the name of the driver.

(2) The number of the taxicab.

G. Senior citizens and disabled persons.

(1) No person of the age of sixty-two (62) years and over, upon presentation of proper identification showing proof of such person's age to the driver of such taxicab, and no disabled person, as defined in § 307-1, shall pay more than the following discount rate; provided, however, that no discount rate shall be in effect between the hours of 7:00 a.m. to 9:00 a.m., and between the hours of 4:00 p.m. to 7:00 p.m., Monday through Friday.

<b>Fare Appearing on Meter</b>	<b>Discount Rate to be Paid</b>
If \$4.00 or less	\$2.00
If over \$4.00	One-half fare

(2) The discount rate shall not apply where two or more adult passengers engage a taxi and all such passengers are not senior citizens and/or disabled persons.

(3) No owner or operator of a taxicab shall refuse to provide transportation for any such senior citizen or disabled person.

H. The Director of the Division of Commerce shall issue adequate signs to be placed in each taxicab operating in the city indicating the availability of reduced fares for senior citizens and disabled persons.

§ 307-24. Receipt to be supplied upon demand.

The driver of a taxicab shall, upon demand by the passenger, render to the passenger a receipt for the amount charged, either by a mechanically printed receipt or by a specially prepared receipt on

which shall be the name of the owner, driver's name, license number of taxicab, date and amount of the fare.

§ 307-25. Refusal of passenger to pay legal fare.

No person shall refuse to pay the legal fare of any taxicab or vehicle mentioned in this article after having hired the same, and no person shall hire any such taxicab or vehicle with intent to defraud the person from whom it was hired of the value of such service. Any dispute as to rate of fare shall, upon request of the driver or passenger, be determined by the police officer in charge of the nearest police station.

§ 307-26. Solicitation of passengers; acceptance and discharge of passengers; cruising.

A. No driver shall, **whether at a taxi stand or otherwise**, solicit passengers for a taxicab, except when sitting in the driver's compartment of such taxicab or while standing immediately adjacent to the curb side thereof. **No driver shall use words other than "taxi," "cab" or "taxicab" when so soliciting. This subsection shall not be construed to allow any solicitation or conduct otherwise prohibited by this Chapter.** The driver of any taxicab shall remain in the driver's compartment or immediately adjacent to the vehicle at all times when such vehicle is upon the public street. **No driver shall, whether at a taxi stand or otherwise, seek to ascertain the destination of a passenger before the passenger is seated in the taxicab.**

B. **No driver shall threaten, harass or abuse any passenger, governmental officer, representative of the Division of Commerce, public servant or any other person while performing his duties as a driver. No driver shall use or attempt to use any physical force against a passenger, governmental officer, representative of the Division of Commerce, public servant or any other person while performing his duties as a driver.** No driver shall solicit patronage in a loud or annoying tone of voice or by sign or in any manner annoy any person or obstruct the movement of any person or follow any person for the purpose of soliciting patronage. No driver or starter shall induce any prospective passenger as to the location of any hotel, public place or private residence within the city or as to the distance between any two points, nor shall any driver or starter deceive any prospective passenger or make any false or misleading representations to him or her or convey any passenger to any place or over any other route than that to which such passenger may have instructed the driver to go. No driver shall deceive a passenger by taking a route known to be less direct for the purpose of increasing a fare.

C. Drivers of taxicabs shall not receive or discharge passengers in the roadways, but shall pull up to the right-hand sidewalk as nearly as possible or, in the absence of a sidewalk, to the extreme right-hand side of the road and there receive or discharge passengers, except upon one-way streets, where passengers may be discharged at either the right- or left-hand sidewalk or side of the roadway in the absence of a sidewalk.

D. Drivers may, upon being hailed, pick up passengers except in such areas and at such times prohibited by directive issued by the Director of the Division of Commerce with the approval of the Business Administrator. Such directive and any amendments thereto shall be mailed to the last known business address of each holder of a certificate. A driver shall not, however, pick up a passenger within 400 feet of a taxi stand.

E. No person, other than the licensed driver or a person with a disability, shall ride or sit in the front seat unless the rear seat is fully occupied by passengers. ~~No driver shall permit any other person to occupy or ride in the taxicab unless the person or persons first employing the taxicab shall consent to the acceptance of additional passenger or passengers. No charge shall be made for an additional passenger, except when the additional passenger rides beyond the previous passenger's destination, and then only for the additional distance so traveled. The additional passenger shall not be treated as a new passenger for such additional distance.~~

F. No driver shall permit more persons to be carried in a taxicab as passengers than the number of manufacturer installed seat belts originally existing in the taxicab.

G. No driver shall refuse or neglect to convey any orderly person or persons upon request, unless previously engaged or unable or forbidden by the provisions of this article to do so.

H. It shall be a violation of this article for any driver of a taxicab to solicit business for any hotel or to divert patronage from one hotel to another. Drivers shall not partake of any alcoholic beverage while on duty. Drivers shall not engage in selling intoxicating liquors or solicit business for any illicit purpose or use vehicles for any purpose other than the transportation of passengers.

I. No taxicab shall remain parked at any place within the city except at a taxi stand assigned to it or unless it is waiting for a scheduled passenger. No taxicab shall be parked at any place other than its taxi stand awaiting a call from its dispatcher or other person for a new assignment. A driver may, however, park a taxicab for short periods of time solely to do errands or business of a personal nature, i.e., food breaks.

§ 307-27. Taxi stands; establishment; designated stand; open stand; use.

A. The Division of Traffic and Street Maintenance, with the approval of the Division of Commerce, shall recommend to the governing body the establishment of designated and open taxi stands and temporary taxi stands in such place or places upon the streets of the city as it deems necessary. The governing body shall establish taxi stands by resolution. A taxi stand or temporary taxi stand may also be located on private property with approval of the property owner. The Division of Traffic and Street Maintenance, with the Division of Commerce, shall make such recommendation to the governing body. Any taxi stand established shall further be in compliance with all applicable state laws. The Division of Commerce, with the approval of the Business Administrator, shall prescribe the number of cabs that shall occupy such taxi stands and temporary taxi stands, and such number shall be indicated on the curbside taxi stand sign. No stand shall be established without taking into consideration the need for such stands by the companies and the convenience to the general public. Nor shall a stand be established in front of any place of business where the abutting property owners object to same or where such stand would create a traffic hazard. For stands located on private property, the owners of such property may impose additional requirements upon occupants with regard to their use of such private property stands.

B. In the event that relocation of public highways or other development or improvement makes it necessary to close and discontinue a taxi stand or temporary taxi stand, the Division of Traffic and Street Maintenance, with the approval of the Division of Commerce, shall have the right to close and discontinue the stand or to change its location. In the event a designated stand is closed, the occupant(s) of the closed stand shall be reassigned to the new designated stand established to replace the closed stand. If no replacement designated stand is established, then occupant(s) may request assignment to an existing designated stand; provided, however, that the occupant(s) show evidence of the need for additional occupant(s) at the existing stand. Occupants of a designated stand closed without replacement shall have preference when requesting assignment to an existing stand.

C. Any newly created designated taxi stand or any assigned space at an existing designated taxi stand which becomes available through retirement, revocation or other means shall be filled through a lottery system. The procedures, rules and regulations for such lottery system shall be announced by directive issued by the Director of the Division of Commerce with the approval of the Business Administrator and may be amended as deemed necessary to ensure the fair and equitable disposition of designated taxi stand assignments. A holder aggrieved by any decision made pursuant to § 307-27B or § 307-27C herein may appeal in writing to the Business Administrator within 20 days of such decision. A hearing shall be scheduled upon at least 10 days' notice to such holder.

D. All taxicabs assigned to a designated taxi stand shall be issued an emblem stating the name of the designated stand, and such emblem shall be adhered at the lower left side of the stand, and such emblem shall be adhered at the lower left side of the taxicab's rear windshield so as to be clearly visible by a person standing outside the taxicab. No taxicab shall use a designated taxi stand unless specifically assigned such designated stand and issued the appropriate emblem by the Director of the Division of Commerce.

E. Any taxicab may use an open taxi stand as authorized under this article.

F. Stands shall be used by drivers on a first-come, first-served basis, **this means that the first taxi in line shall accept the first passenger in line. A driver shall not pick or accept a passenger that is not first in line, nor shall he pick or accept more than one fare.** A driver entering the stand with his or her taxicab shall join any waiting taxicabs from the rear and advance forward as the preceding taxicabs depart. **A driver may not use another person, other than a dispatcher as authorized in this chapter, to solicit a passenger. No driver shall overcrowd, back into a front position, or otherwise cut in line at a taxi stand. The driver of each of the first two (2) taxicabs at a taxi stand shall remain in the driver's seat ready to accept passengers. Any other driver shall be no more than fifteen (15) feet from his taxicab. No driver shall threaten, harass or abuse any passenger, governmental officer, representative of the Division of Commerce, public servant or any other person while performing his duties as a driver. No driver shall use or attempt to use any physical force against a passenger, governmental officer, representative of the Division of Commerce, public servant or any other person while performing his duties as a driver.** Drivers shall not engage in loud or boisterous talk while waiting at a stand, nor shall any driver perform or cause to be performed any maintenance or repairs on his or her taxicab while waiting at a stand. Subject to rules and regulations of the director, no person shall park or stand a taxicab in any prohibited area, or in any area controlled by curb parking meters, or at the curb within 15 feet of the entrance to any railroad station, theater, hotel, restaurant or similar place of public accommodation or public resort.

**G. The rules regarding taxi stands shall also apply to feed lines at air, rail, bus and ship terminals.**

§ 307-28. Call boxes; establishment; use.

The Director of the Division of Commerce, with the approval of the City Traffic Engineer, shall establish call boxes upon the streets of the city in such places as in its discretion it deems proper. Any holder or holders desiring to establish a call box shall make a written application to the Division. The applicant(s) shall attach to the application the written approval of the abutting property owner. The Division either shall grant or refuse the application. If and when a call box has been established, as herein provided, it shall be used solely by the holder or holders to whom it was granted and his or her or their agents and servants, and no other holder or holders shall be permitted to use it. Any holder or holders of existing call boxes shall be given six months from the effective date of this article to comply with this section.

§ 307-29. Taxi stands not to be used by other vehicles.

Private vehicles or other vehicles for hire shall not at any time occupy the space upon the streets which has been established as either a taxi stand, temporary taxi stand or call box stand.

§ 307-30. Standard of service; safety requirements; personal appearance.

A. All persons engaged in the taxicab business in the city operating under the provisions of this article, **whether holder or driver, shall at all times cooperate with all law enforcement officers and authorized representatives of the Division of Commerce and shall comply with all reasonable requests, including but not limited to, providing his name, certificate or license number, trip record, or any other documentation required to be in his possession. A holder or driver shall promptly answer and comply with all questions, communications, directives, and summonses from law enforcement officers or authorized representatives of the Division of Commerce. A law enforcement officer or authorized representative of the Division of Commerce shall always have the authority to monitor circumstances at a taxi stand or other place of fare and take whatever action is deemed necessary and proper to effectuate the clear and express purposes of this chapter. All persons engaged in the taxicab business in the city operating under the provisions of this article, whether holder or driver, shall at all times** render an overall acceptable service to the public desiring to use taxicabs. Holders of certificates of public convenience and necessity shall maintain a central place of business in Jersey City. They shall answer all calls received by them for service inside the city as soon as they can do so and, if the service cannot be rendered within a reasonable time, they shall notify the prospective passengers how long it will be before the call can be answered and give the

reason therefor. Any holder who shall refuse to accept a call anywhere in the city at any time when such holder has available taxicabs or who shall fail or refuse to give overall acceptable service shall be deemed a violator of this article, and the certificate granted to such holder shall be suspended or revoked at the discretion of the Director of the Division of Commerce in accordance with the procedures set forth in § 307-11.

B. Notwithstanding any provision of this article to the contrary, no person may operate an autocab in contravention of federal and state laws and regulations.

C. All taxicab drivers, when operating their taxicabs, must obey the following rules regarding their appearance and behavior:

- (1) Drivers must be neat and clean in their personal appearance and must have their hair, beards, mustaches, etc., well trimmed and kept;
- (2) Drivers shall wear the following items of dress:
  - (a) A long- or short-sleeved shirt or blouse with a collar.
  - (b) A pair of zippered trousers or skirt.
  - (c) Other items of clothing, e.g., headgear, jackets, sweaters or shoes, as well as jewelry, shall be appropriate and tasteful. Drivers shall not wear excessive cologne, perfume or aftershave.
- (3) No smoking shall be permitted while carrying passengers.

§ 307-31. Drivers to maintain daily manifest; contents.

A. Every taxicab driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare, and all such completed manifests shall be returned to the owner of the taxicab by the driver at the conclusion of the tour of duty. The form for each manifest shall be furnished to the driver by the owner and shall be of a character approved by the Division of Commerce.

B. Every holder of a certificate of public convenience and necessity shall retain and preserve all driver's manifests in a safe place for at least one year, and the manifests shall be made available to the Division of Commerce immediately upon request.

§ 307-32. Required records and reports.

A. Every certificate holder shall keep accurate records of receipts from operations, operating and other expenses, capital expenditures and such other operating information as may be required by the Division of Commerce. Every holder shall maintain the records containing such information accessible for examination by the Division.

B. All accidents arising from or in connection with the operation of taxicabs which result in death or injury to any person or in damage to any vehicle, or to any property in an amount exceeding the sum of \$100 shall be reported within 24 hours from the time of occurrence to the Division of Commerce in a form of report to be furnished by the Division. The reports shall be for the use of the Division in developing useful information in the prevention of accidents.

C. All certificate holders shall file with the Division of Commerce copies of all contracts, agreements, arrangements, memorandum or other writings relating to the furnishing of taxicab service to any hotel, theater, hall, public resort, railway station or other place of public gathering, whether such arrangement is made with the holder of any corporation, firm or association with which the holder may be interested or connected. Failure to file such copies within seven days shall be sufficient cause for the suspension or revocation of a certificate of any offending holder in accordance with the procedures set forth in § 307-11.

§ 307-33. Advertising.

A. Subject to the provisions of this article and the rules and regulations of the Division, taxicabs may display advertising on or above the rear bumper of the cab only when such advertising is properly framed and does not obstruct rear vision.

B. Out-of-town taxicab companies shall not display any type of advertising in public telephone booths, taverns, restaurants or other public places in the city.

§ 307-34. Enforcement.

The Division of Commerce is hereby given the authority and is instructed to watch and observe the conduct of holders and drivers operating under this article. Upon discovering a violation of this article, the Division shall order or take appropriate action.

§ 307-35. Use of radios.

A. Subject to required licensing and approval by the appropriate authorities, including the Division of Commerce of the city, owners may use radios to dispatch taxicabs; provided, however, that no holder of a certificate of public convenience under this article may use or maintain any radio, scanner or any other device set to the frequency of any other radio-dispatched cab or any other autobus, livery or limousine service licensed by the City of Jersey City; nor may any taxicab be equipped with any radio, scanner or device capable of receiving the dispatch calls of any other taxi or any other autobus, livery or limousine service licensed to operate in Jersey City. Any certificate holder or driver found guilty of a violation of this subsection shall have his or her certificate or license suspended for a period of up to 30 days according to the procedures set forth in § 307-11. Any owner or driver found guilty of a second violation shall have his or her certificate or license revoked in accordance with the procedures set forth in § 307-11.

B. Taxicabs may be equipped with citizens band radios, provided that the installation is approved by the Director. Citizens band radios in taxicabs or at dispatch offices shall be limited to use in an emergency or to report crimes in progress to other cabs equipped with similar radios so that the police can be summoned. No owner or driver may use a citizens band radio for any commercial purpose. The use of a citizens band radio for any commercial purpose such as soliciting fares may result in a fine or suspension of the certificate or license and referral to the Federal Communications Commission (FCC). All citizens band radios installed in taxicabs shall comply with regulations of the FCC.\*

§ 307-36. Variance.

An applicant may request a variance from the strict compliance with a specific requirement of this article by requesting same in writing to the Business Administrator. The application should contain all pertinent details, together with documentation, which the applicant wishes considered. The approval or denial of the application for variance shall be at the discretion of the Business Administrator and shall not be approved absent a showing that strict compliance with the specific requirement would create a practical hardship for the applicant and that the proposed alternative will in no way jeopardize the health, welfare and safety of passengers or the public in general.

§ 307-36.1. Violations and penalties.

In addition to any and all penalties described above, any person, firm or corporation who shall violate any of the provisions of this article shall, upon conviction, be punishable as provided in Chapter 1, General Provisions, § 1-25.

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

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

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

E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those

numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

*Russell Beckly*  
Asst. Corporation Counsel

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

APPROVED: *[Signature]*  
Asst. Business Administrator

Certification Required   
Not Required

# CITY OF JERSEY CITY

JERRAMIAH T. HEALY  
MAYOR

PAUL J. BARNA  
DIRECTOR



DIVISION OF COMMERCE  
382 MARTIN LUTHER KING DRIVE  
JERSEY CITY, NJ 07305  
TEL: (201) 547-5139  
FAX: (201) 547-5585

## INTER OFFICE MEMORANDUM

**Date: July 29, 2008**

**To: Members of the Jersey City Council**

**From: Paul J Barna, Director Division of Commerce**

**Subject: Taxi Ordinance #307 updating**

**Dear members of the Jersey City Council:**

**As you are all aware of the problems that the City of Jersey City has been experiencing with the taxi industry and the general public, the Division of Commerce is updating the Taxi Ordinance.**

**The changes that the Division of Commerce is requesting reflect an immediate need to resolve any alleged ambiguity and to bring our ordinances into the twenty first century. These changes do not reflect the whole ordinance just specific problems we wish to correct immediately.**

**I thank the Council in advance for their commitment to public safety and Jersey City.**

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

ORDINANCE NO. Ord. 08-110  
 TITLE: 3.C. AUG 0 6 2008 4.C. AUG 2 0 2008



Ordinance amending Chapter 307 (Taxicabs and Limousines) Article I (Taxicabs) of the Jersey City Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
AUG 0 6 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 TO CLOSE PUBLIC HEARING											
AUG 2 0 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

*JOHN AGANOSTIS*

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 2 0 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 AUG 0 6 2008

Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

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

APPROVED: *Mariano Vega, Jr.*  
 \_\_\_\_\_  
 Mariano Vega, Jr., Council President

Date: AUG 2 0 2008

APPROVED: *Jerramiah T. Healy*  
 \_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date: AUG 2 1 2008

Date to Mayor AUG 2 0 2008

\*Amendment(s):

City Clerk File No. Ord. 08-111

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 08-111

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY  
AMENDING THE HOPKINS & CENTRAL AVENUES REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, by Resolution 08-216, adopted April 9, 2008, did declare the Hopkins and Central Avenues Study Area to be "an area in need of redevelopment"; and

**WHEREAS**, the Municipal Council, upon the recommendation of the Jersey City Planning Board did adopt a redevelopment plan for the Hopkins and Central Avenues Study Area; 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 March 25, 2008, reviewed and amended the proposed Hopkins and Central Avenues Redevelopment Plan and voted to recommend that the Municipal Council adopt the Hopkins and Central Avenues Redevelopment Plan; and

**WHEREAS**, the amendments herein adjust the building design requirements and the specific land use regulations; and

**WHEREAS**, the proposed Hopkins and Central Avenues 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 Hopkins and Central Avenues 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

  
Asst. Corporation Counsel

APPROVED:

APPROVED:

  
ASST. 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 HOPKINS & CENTRAL AVENUES REDEVELOPMENT  
PLAN**

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

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

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

Amends the Building Design Requirements and Specific Land Use Regulations to allow for more flexibility in materials used while maintaining the integrity of the design and allows for off-street ground level parking.

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

The amendment allows for more flexibility to achieve redevelopment in this area.

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

Encourage private investment in the Redevelopment Area, and ensure the responsible development of residential uses with accessory neighborhood services. This Plan will 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**

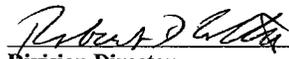
**9. Person Responsible for Coordinating Proposed Program, Project, etc.:**

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

Maryann Bucci-Carter, Supervising Planner 547-5010

**10. Additional Comments: None**

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

  
Division Director

7/16/08  
Date

  
Department Director Signature

7/16/08  
Date

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE HOPKINS & CENTRAL AVENUES REDEVELOPMENT PLAN**

Amends the Building Design Requirements and Specific Land Use Regulations to allow for more flexibility in materials used while maintaining the integrity of the design and allows for off-street ground level parking.

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

ORDINANCE NO. Ord. 08-111

TITLE: 3.D AUG 0 6 2008 4.D. AUG 2 0 2008



Ordinance of the Municipal Council of the City of Jersey  
City amending the Hopkins & Central Avenues  
Redevelopment Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">AUG 0 6 2008 8-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	<b>ABSENT</b>		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">AUG 2 0 2008 9-0</span>											
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 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 <span style="float: right;">AUG 2 0 2008 9-0</span>											
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.	✓		

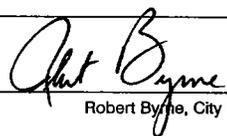
✓ Indicates Vote

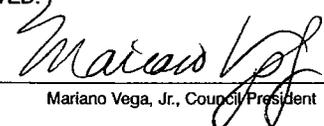
N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 0 6 2008

Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

  
 Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: AUG 2 0 2008

APPROVED:   
 Jeremiah T. Healy, Mayor  
 Date: AUG 2 1 2008  
 Date to Mayor AUG 2 0 2008

\*Amendment(s):

# **Hopkins and Central Avenues**

## **Redevelopment Plan**

**City of Jersey City**

**Recommended by the  
Jersey City Planning Board  
To the Municipal Council  
June 18, 2008**

**DIVISION OF CITY PLANNING**  
*Version 06-05-08*

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# **HOPKINS AND CENTRAL AVENUES REDEVELOPMENT PLAN**

## **I. INTRODUCTION**

The Hopkins and Central Avenues 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 the entire east side of Central Avenue between Hopkins and Beacon Avenues extending east approximately 127 feet. The Redevelopment Area itself is characterized by an auto body shop, surface parking lot, and two detached residential structures.

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 this area.

## **II. BOUNDARIES**

The Hopkins and Central Avenues Redevelopment Area is located in the heights section of Jersey City, two blocks north of the “covered” roadway. The Area is generally located in the northern portion of Jersey City.

The Area consists of the following Tax Blocks and Lots:

Block 569, Lots 12A, 12B, 75, 76, 77, and 78A

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

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

- A. The planning and development of the Redevelopment Area as a residential area with limited ground floor retail along Central Avenue and accessory parking.
- B. 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.
- C. Encourage the assemblage of lots within the Area in order to create a suitable site for more comprehensive development.

- D Provide on-site parking, while at the same time recognizing the availability of mass transit in order to take advantage of the Redevelopment Area's proximity to local bus routes and the Journal Square Transportation Center.
- E The improvement of the pedestrian environment and traffic circulation for the contemplated new development by reducing the number of curb cuts within in the Redevelopment Area, and the provision of new side walks, street trees and other pedestrian amenities within the existing street rights-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 the 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 Hopkins and Central Avenues 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 prior site plan review and approval of such work by the Planning Board. Nothing in this section is intended to require site plan review and approval for minor modifications to the interior floor plan, such as the relocation or modification of partition walls, which are commonly done to accommodate new tenancies or during lease renewals.

- B. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.
- C. Approval requirements of 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. Final site plan approval for any phase shall not be granted until performance guarantees for site improvements for that phase have been furnished by the redeveloper in accordance with NJSA 40:55D-53
- D. As part of final site plan approval, the Planning Board shall 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.
- E. No Certificate of Occupancy (CO) of any type, either permanent or temporary, shall be issued for any construction until performance bonds, in an amount identified by the Planning Board and the City Engineer, have been posted with City.
- F. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan and the Jersey City Land Subdivision Ordinance.
- G.. No development or redevelopment of any parcel in the Redevelopment Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as reasonably determined by the Division of Engineering.
- H.. 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.

- I. Deviation Clause - 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.

- L No building shall be constructed over an easement in the Redevelopment Area without site plan review and approval of the Jersey City Planning Board and prior written approval of the Redevelopment Agency and the Division of Engineering.
- K If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

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

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

- A. All utility 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 Hopkins and Central Avenues 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. Buildings shall be designed to be attractive from all vantage points, such that ~~identical~~ *similar* façade materials and detailing *is are* used on all facades.
2. Building entrances shall be oriented toward the street and shall have direct access to public sidewalk.
3. Buildings shall have a clear base, middle and top. Architectural devices, such as providing stringcourses, cornices and sub-cornices, and horizontally differentiating surface treatments, shall be used to achieve the necessary transitions.
4. The windows and glazing of a building are a major element of the building and therefore, they shall ~~contain an~~ *be* articulated *by* lintels and sills and they shall be recessed the depth of one brick ~~wygh~~ *width*. Additionally, they shall contain the following:
  - a. Residential: 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.
  - b. Commercial: Windows and glazing on ground floor commercial uses should be broad and expansive providing views into the store and display areas. At least seventy-five (75%) percent of the storefront façade shall be glass. Corner buildings shall have windows on both street frontages. If security gates are used on any part of the building or window, they shall be installed on the interior side of the window, hidden from view when closed, and be of the open grate style.
5. ~~All balconies shall be recessed, with no greater that 18in projection. Railings to be used on balconies and terraces shall be designed to screen the view from the street onto the balconies. Railings shall be compatible with materials used within the building and they shall not be tubular fencing or appear similar to same. *Balconies shall not be located on any façade fronting a public street, although French style balcony structures may be used on upper story windows provided that do not protrude more than eight (8") inches*~~

*from the façade. Balconies may be located along the rear façade, but shall not protrude more than four (4) feet from the building façade. In locations where the rear residential façade of the building is located less than twenty (20) feet from the rear lot line, balconies shall not be located below the fourth (4<sup>th</sup>) floor level. Railings on all balconies and terraces shall be designed to screen the view onto the balcony. Tubular style fencing or railings shall not be permitted, except on French style balconies. Railings shall be designed utilizing opaque style materials and materials that are compatible with other architectural materials used in the design of the building.*

6. EIFS (Exterior Insulating Finishing Systems, artificial stone and artificial brick veneer (“Permastone” & “Brickface”), vinyl, plastic, or other cementitious type artificial siding or cladding panels materials are prohibited on any building face within this Redevelopment Area. *Cementitious hardboard or composite type siding may be used on the rear façade of the building above the ground floor portion of the building, and on a portion of the upper facades facing Hopkins and Beacon Avenues, provided that at least 50% of these upper level facades are comprised of brick and the portions of the facades containing the cementitious siding is set back at least 5 feet from the façade of the base of the building. The front façade of the residential portion of the building fronting onto Central Avenue shall be brick. The base of the building comprising the ground floor portion of the building and rising to the transition to the residential portion of the building shall be constructed of pre-cast masonry on all facades fronting on a public street. The rear façade of the base of the building shall be constructed of brick.*
7. 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.
8. Cellular antennas / wireless communication antennas and facilities are not permitted within this Redevelopment Area. Reference shall be made to the Wireless Communications section of the Jersey City Land Development Ordinance for appropriate permitted locations for these facilities.
9. All ground level mechanical equipment *must be located within the building.* ~~or No equipment may be located on 1<sup>st</sup> or second story roof tops are prohibited except as necessary to ventilate the parking garage.~~ *All rooftop equipment must be properly screened in conformance with the requirements of this Redevelopment plan.*

**B. Streetscape, Landscape, and Lighting 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. Sidewalks and curbs shall be charcoal gray. Tree pits a minimum of 12 sq. ft. in size.
3. Decorative concrete paving materials shall be incorporated into the design and pedestrian scale lighting is required. At a minimum, decorative elements shall be introduced at building entrances at street corners and along the curb line to accent and channel pedestrian flow. There shall be one handicapped ramp on each corner that tapers to the corner radius.
4. All plant material used must be able to withstand the urban environment and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. All landscaping shall be guaranteed for a period of two (2) years. Any landscaping which is not resistant to the urban environment or that dies during this period shall be replaced by the developer or property owner.
5. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 30 feet on center, and be a minimum caliper of 3 1/2 in. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment.
6. All areas not covered by a building, plaza or sidewalk 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 shall 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. Parking shall be internal to the building and be located ~~at least 1/2 below~~ **on the** ground level of the proposed building. Ingress and egress to the parking area shall be limited to no more than one ingress and one egress location. Access is prohibited from Central Avenue.
2. The façade of the parking level(s) shall be designed so as to have an attractive, finished appearance compatible with that of the upper levels and/or ground floor commercial components of the building. Each façade, whether or not it fronts on a street, shall be treated as being of equal importance in terms of material selection and architectural design. ~~Materials shall remain the same on all sides.~~

3. All window openings in the parking level street facade shall ***be of the punched style*** ~~appear to contain an active permitted use behind them~~. They shall be consistent with the rhythm of the window openings serving the principal uses within the building. ***All window openings fronting on Central Avenue shall contain glass panels.*** 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 ***on other facades*** may be covered by a hinged solid metal plate/shutter ***or decorative grill.*** Where louvers are needed, they shall be placed in the least visible location, and covered with decorative grills sufficient in design and detail to hide the louver from view. Blind windows shall also be required where there is a blank wall feature.
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 twenty (20) 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.
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.
10. The number of required and/or permitted parking spaces for each use is indicated in Section VIII of this Plan.

**D. Signage**

1. Permitted Signage:

- a. Each residential building shall display the street address of the building on the front facade or front door of the building such that it is visible from the adjoining street right-of-way.
- b. Each residential building may provide any necessary signage required for proper mail delivery indicating the name(s) of the resident(s) of the building on the mailbox or doorbell, all of which shall be within the lobby of the building. Bundled exterior mailboxes shall be prohibited..
- 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. Home occupations shall have no external signage.
- e. Commercial Uses - Each such use fronting on a public street may be allowed one (1) exterior wall mounted sign not to exceed not to exceed twenty (20) square feet. In addition, each commercial tenant may be permitted one blade sign. Each blade sign shall not exceed a maximum of 10 square feet and shall be externally lit. Blade sign are required to be located on the building facade directly on the sidewalk frontage and shall be placed such that the lowest portion of the sign hangs at least 8 feet above the sidewalk.

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 although blade signs may be attached to the first floor façade.
- c. All signs may be attached to the first floor level of the building only.
- 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 Hopkins and Central Avenues 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 holiday decorations.

## VIII. SPECIFIC LAND USE REGULATIONS

The following regulations shall apply within the Redevelopment Area as found in this Plan.

- A. Principal Permitted Uses: Multi-family Residential
- B. Uses incidental and accessory to the principal use, including:
  - 1. Off-street parking, on the ground level of the principal building. a ~~minimum of ½ below grade~~
  - 2. Commercial uses, such as retail sales of goods and services and restaurants, restricted to the ground floor.
  - 3. Fences and walls.
  - 4. Other uses customarily associated with and subordinate and incidental to a residential development; such as: meeting rooms, laundry rooms, recreational areas, rooftop amenity areas and other similar facilities.
- C. Maximum Permitted Density – 110 d.u. per acre (Note: that this density may not be achievable given the site constraints of the area)
- D. Maximum Permitted Height – ~~4 1/2~~ 5 stories; 4 residential stories over ~~1/2~~ 1 level of parking
  - 1. Additional Height Regulations:
    - a. All residential floors above the first (or ground) floor shall have a minimum floor to ceiling height of nine (9) feet. The first (or ground) floor shall have a minimum floor to ceiling height of ten (10) feet.
    - b. Parapets, bulkheads and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance. , ~~but~~ ***Bulkheads and other rooftop appurtenances*** shall be located so as ~~not to limit their visibility~~ ~~be visible~~ from surrounding public R-O-W's. ***This shall be achieved through creative disguises within the basic architecture of the building, such that these features do not negatively impact the appearance of the building.***
- E. Minimum Lot Size – 15,000 sq. ft.
- F. Maximum Permitted Coverage

Building Coverage	895%
Lot Coverage	95%

G. Minimum Setbacks

1. No setback along street frontages for *the base of the building of 3 1/2 stories or less.*
2. ~~A minimum of 5 feet setback for building over 3 1/2 stories~~ *Central Avenue runs at an angle across the front of the site. Therefore, the setback of upperstory portions of the building may provide setbacks or setbacks that may vary from zero to fifteen feet. The intention is for the upperstory portions of the building to be articulated along this façade in order to provide architectural interest and varying light and shadow patterns.*
3. ~~Interior Lot Line Setback – 20 feet~~ *The upper story facades of the building fronting onto Beacon and Hopkins Avenue may be constructed at the street line, provided that at least 25% of the linear building frontage above the base level is set back at least 5 feet from the front façade of the base of the building.*
4. ~~Minimum Parking Requirements – .75 parking space per dwelling unit.~~ *The rear, or interior, lot line is irregular. Therefore, the building setback may vary along the course of this lot line. Along the southern portion of this lot line, where it jogs closer to Central Avenue, the base of the building may be constructed up to the lot line and the upper portions of the building shall be setback at least 15 feet. Along the more northern portion of this lot line where it is more distant from Central Avenue, the base of the building shall be setback at least 5 feet from the lot line and the upper portions of the building shall be set back 20 from the property line. Balconies may extend up to 4 feet into these required setback areas.*

H. Open Space

- a. ~~A Minimum of 50% of the roof top area shall incorporate outdoor recreation space for the residents of the building.~~
  1. *All open areas along the rear property line shall be landscaped with decorative trees, shrubs and ground covers.*
  2. *Terraces / roof decks shall be provided on the roof area over the ground floor parking to provide open space for tenants of the adjoining units.*
  3. *Balconies shall be provided for upper story units along the rear façade as further regulated by Section VII of this Plan.*

I. *Minimum Parking Requirements – 1.0 parking space per dwelling unit.*

IX. ACQUISITION PLAN

All properties within the Redevelopment Area are listed as To 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 permitted, however, re-construction and street and sidewalk replacement may be required.

All streets should provide on street parking on both sides of the street unless restricted by local ordinance. After construction is complete, all R-O-W's adjacent to the project or any needing street opening as a result of this project shall be re-surfaced ~~from curb to curb~~ to meet City Engineering specifications.

## **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. The Master Plan states that residential neighborhoods should be protected and preserved from the intrusion of non-residential uses. Additionally, the Master Plan encourages residential uses over commercial uses in this area.

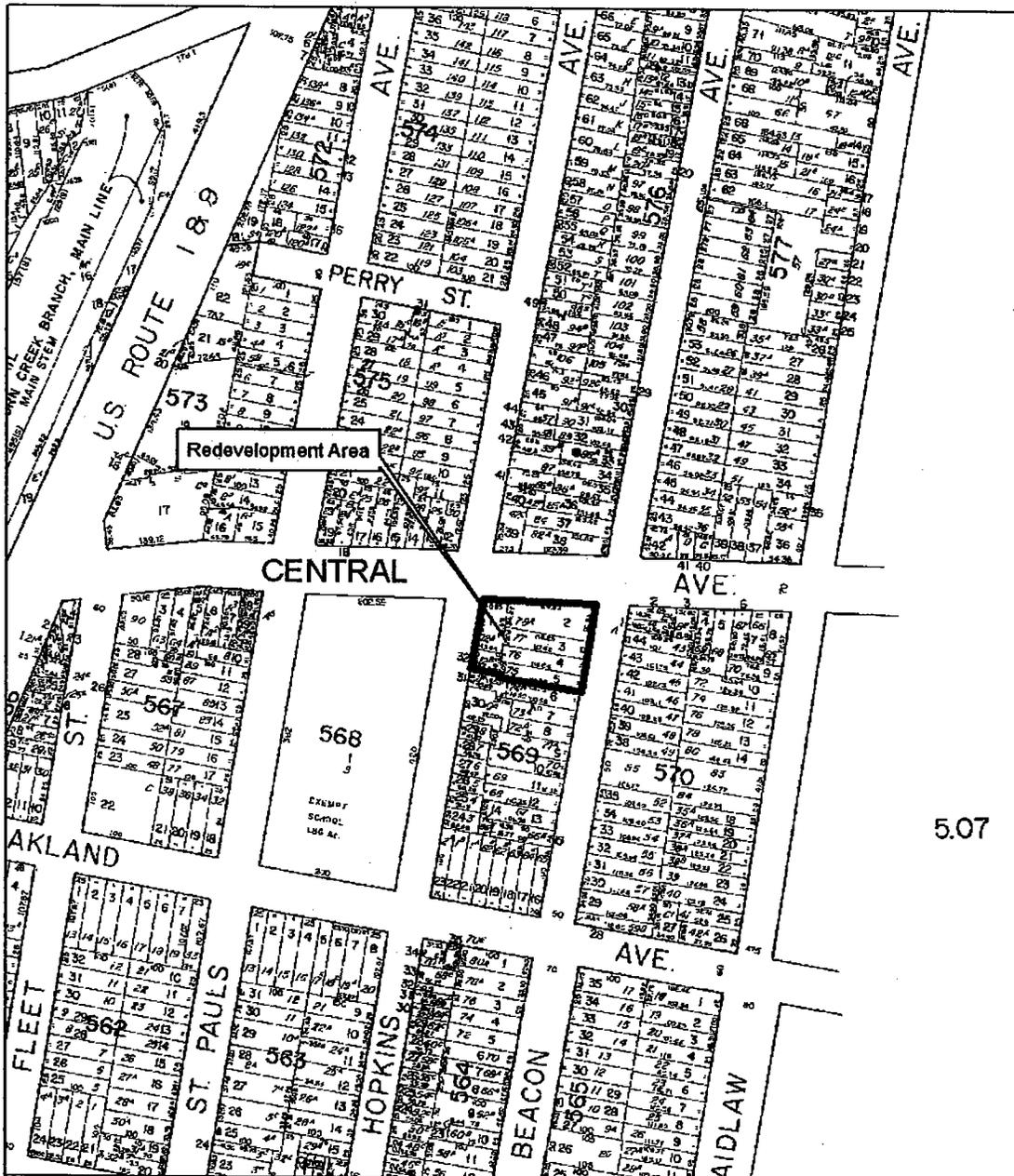
The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.

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

XV  
MAPS



**HOPKINS AND CENTRAL AVENUES REDEVELOPMENT AREA  
BLOCK 569 LOTS 12A, 12B, 75, 76, 77, and 78A**

**MAP 1: BOUNDARY MAP**

**LEGEND**



**BOUNDARY**



**North**

**Not to Scale**

City Clerk File No. Ord. 08-111

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 08-111

TITLE:

## ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE HOPKINS & CENTRAL AVENUES REDEVELOPMENT PLAN

**WHEREAS**, the Municipal Council of the City of Jersey City, by Resolution 08-216, adopted April 9, 2008, did declare the Hopkins and Central Avenues Study Area to be "an area in need of redevelopment"; and

**WHEREAS**, the Municipal Council, upon the recommendation of the Jersey City Planning Board did adopt a redevelopment plan for the Hopkins and Central Avenues Study Area; 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 March 25, 2008, reviewed and amended the proposed Hopkins and Central Avenues Redevelopment Plan and voted to recommend that the Municipal Council adopt the Hopkins and Central Avenues Redevelopment Plan; and

**WHEREAS**, the amendments herein adjust the building design requirements and the specific land use regulations; and

**WHEREAS**, the proposed Hopkins and Central Avenues 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 Hopkins and Central Avenues 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

  
Asst. Corporation Counsel

APPROVED:

APPROVED:

  
Asst. 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 HOPKINS & CENTRAL AVENUES REDEVELOPMENT  
PLAN**

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

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

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

Amends the Building Design Requirements and Specific Land Use Regulations to allow for more flexibility in materials used while maintaining the integrity of the design and allows for off-street ground level parking.

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

The amendment allows for more flexibility to achieve redevelopment in this area.

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

Encourage private investment in the Redevelopment Area, and ensure the responsible development of residential uses with accessory neighborhood services. This Plan will 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  
Maryann Bucci-Carter, Supervising Planner 547-5010

**10. Additional Comments: None**

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

Robert D. Cotter  
Division Director

Carl Czplicki  
Department Director Signature

7/16/08  
Date

7/16/08  
Date

## **Summary**

### **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING THE HOPKINS & CENTRAL AVENUES REDEVELOPMENT PLAN**

Amends the Building Design Requirements and Specific Land Use Regulations to allow for more flexibility in materials used while maintaining the integrity of the design and allows for off-street ground level parking.

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

ORDINANCE NO. Ord. 08-111

TITLE: 3.D AUG 0 6 2008 4.D. AUG 2 0 2008



Ordinance of the Municipal Council of the City of Jersey  
City amending the Hopkins & Central Avenues  
Redevelopment Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">AUG 0 6 2008 8-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	<b>ABSENT</b>		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <span style="float: right;">AUG 2 0 2008 9-0</span>											
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 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 <span style="float: right;">AUG 2 0 2008 9-0</span>											
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.	✓		

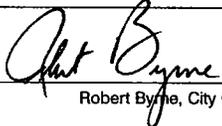
✓ Indicates Vote

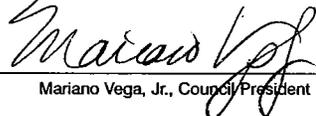
N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 0 6 2008

Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

  
 Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council/President  
 Date: AUG 2 0 2008

\*Amendment(s):

APPROVED:   
 Jeremiah T. Healy, Mayor  
 Date: AUG 2 1 2008  
 Date to Mayor AUG 2 0 2008

# **Hopkins and Central Avenues**

## **Redevelopment Plan**

**City of Jersey City**

**Recommended by the  
Jersey City Planning Board  
To the Municipal Council  
June 18, 2008**

**DIVISION OF CITY PLANNING**  
*Version 06-05-08*

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# **HOPKINS AND CENTRAL AVENUES REDEVELOPMENT PLAN**

## **I. INTRODUCTION**

The Hopkins and Central Avenues 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 the entire east side of Central Avenue between Hopkins and Beacon Avenues extending east approximately 127 feet. The Redevelopment Area itself is characterized by an auto body shop, surface parking lot, and two detached residential structures.

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 this area.

## **II. BOUNDARIES**

The Hopkins and Central Avenues Redevelopment Area is located in the heights section of Jersey City, two blocks north of the “covered” roadway. The Area is generally located in the northern portion of Jersey City.

The Area consists of the following Tax Blocks and Lots:

Block 569, Lots 12A, 12B, 75, 76, 77, and 78A

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

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

- A. The planning and development of the Redevelopment Area as a residential area with limited ground floor retail along Central Avenue and accessory parking.
- B. 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.
- C. Encourage the assemblage of lots within the Area in order to create a suitable site for more comprehensive development.

- D Provide on-site parking, while at the same time recognizing the availability of mass transit in order to take advantage of the Redevelopment Area's proximity to local bus routes and the Journal Square Transportation Center.
- E The improvement of the pedestrian environment and traffic circulation for the contemplated new development by reducing the number of curb cuts within in the Redevelopment Area, and the provision of new side walks, street trees and other pedestrian amenities within the existing street rights-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 the 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 Hopkins and Central Avenues 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 prior site plan review and approval of such work by the Planning Board. Nothing in this section is intended to require site plan review and approval for minor modifications to the interior floor plan, such as the relocation or modification of partition walls, which are commonly done to accommodate new tenancies or during lease renewals.

- B. The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of twenty (20) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.
- C. Approval requirements of 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. Final site plan approval for any phase shall not be granted until performance guarantees for site improvements for that phase have been furnished by the redeveloper in accordance with NJSA 40:55D-53
- D. As part of final site plan approval, the Planning Board shall 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.
- E. No Certificate of Occupancy (CO) of any type, either permanent or temporary, shall be issued for any construction until performance bonds, in an amount identified by the Planning Board and the City Engineer, have been posted with City.
- F. Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan and the Jersey City Land Subdivision Ordinance.
- G.. No development or redevelopment of any parcel in the Redevelopment Area that will result in an increase in wastewater from that parcel shall be permitted unless and until the planned project wastewater piping and systems for the removal of effluent and storm water are approved by the City of Jersey City Division of Engineering and the Municipal Utilities Authority; and the municipal wastewater piping and systems for the removal of effluent and storm water are certified by the City of Jersey City Division of Engineering and the Municipal Utilities Authority as being of sufficient capacity and good condition to accommodate uses that will occupy said parcel. Such approval may be contingent upon requisite improvements to the drainage system in the street, as reasonably determined by the Division of Engineering.
- H.. 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.

- I. Deviation Clause - 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.

- L. No building shall be constructed over an easement in the Redevelopment Area without site plan review and approval of the Jersey City Planning Board and prior written approval of the Redevelopment Agency and the Division of Engineering.
- K. If any word, phrase, clause, section or provision of this Plan shall be found by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such word, phrase, clause, section or provision shall be deemed severable and the remainder of the ordinance shall remain in full force and effect.

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

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

- A. All utility 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 Hopkins and Central Avenues 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. Buildings shall be designed to be attractive from all vantage points, such that ~~identical~~ *similar* façade materials and detailing *is are* used on all facades.
2. Building entrances shall be oriented toward the street and shall have direct access to public sidewalk.
3. Buildings shall have a clear base, middle and top. Architectural devices, such as providing stringcourses, cornices and sub-cornices, and horizontally differentiating surface treatments, shall be used to achieve the necessary transitions.
4. The windows and glazing of a building are a major element of the building and therefore, they shall ~~contain an~~ *be* articulated *by* lintels and sills and they shall be recessed the depth of one brick ~~wygh~~ *width*. Additionally, they shall contain the following:
  - a. Residential: 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.
  - b. Commercial: Windows and glazing on ground floor commercial uses should be broad and expansive providing views into the store and display areas. At least seventy-five (75%) percent of the storefront façade shall be glass. Corner buildings shall have windows on both street frontages. If security gates are used on any part of the building or window, they shall be installed on the interior side of the window, hidden from view when closed, and be of the open grate style.
5. ~~All balconies shall be recessed, with no greater than 18in projection. Railings to be used on balconies and terraces shall be designed to screen the view from the street onto the balconies. Railings shall be compatible with materials used within the building and they shall not be tubular fencing or appear similar to same. Balconies shall not be located on any façade fronting a public street, although French style balcony structures may be used on upper story windows provided that do not protrude more than eight (8") inches~~

*from the façade. Balconies may be located along the rear façade, but shall not protrude more than four (4) feet from the building façade. In locations where the rear residential façade of the building is located less than twenty (20) feet from the rear lot line, balconies shall not be located below the fourth (4<sup>th</sup>) floor level. Railings on all balconies and terraces shall be designed to screen the view onto the balcony. Tubular style fencing or railings shall not be permitted, except on French style balconies. Railings shall be designed utilizing opaque style materials and materials that are compatible with other architectural materials used in the design of the building.*

6. EIFS (Exterior Insulating Finishing Systems, artificial stone and artificial brick veneer (“Permastone” & “Brickface”), vinyl, plastic, or other cementitious type artificial siding or cladding panels materials are prohibited on any building face within this Redevelopment Area. *Cementitious hardboard or composite type siding may be used on the rear façade of the building above the ground floor portion of the building, and on a portion of the upper facades facing Hopkins and Beacon Avenues, provided that at least 50% of these upper level facades are comprised of brick and the portions of the facades containing the cementitious siding is set back at least 5 feet from the façade of the base of the building. The front façade of the residential portion of the building fronting onto Central Avenue shall be brick. The base of the building comprising the ground floor portion of the building and rising to the transition to the residential portion of the building shall be constructed of pre-cast masonry on all facades fronting on a public street. The rear façade of the base of the building shall be constructed of brick.*
7. 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.
8. Cellular antennas / wireless communication antennas and facilities are not permitted within this Redevelopment Area. Reference shall be made to the Wireless Communications section of the Jersey City Land Development Ordinance for appropriate permitted locations for these facilities.
9. All ground level mechanical equipment *must be located within the building.* ~~or No equipment may be located on 1<sup>st</sup> or second story roof tops are prohibited except as necessary to ventilate the parking garage. All rooftop equipment must be properly screened in conformance with the requirements of this Redevelopment plan.~~

**B. Streetscape, Landscape, and Lighting 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. Sidewalks and curbs shall be charcoal gray. Tree pits a minimum of 12 sq. ft. in size.
3. Decorative concrete paving materials shall be incorporated into the design and pedestrian scale lighting is required. At a minimum, decorative elements shall be introduced at building entrances at street corners and along the curb line to accent and channel pedestrian flow. There shall be one handicapped ramp on each corner that tapers to the corner radius.
4. All plant material used must be able to withstand the urban environment and shall be planted, balled and burlapped as established by the American Association of Nurserymen. A planting schedule shall be provided by the developer and approved by the Planning Board. All landscaping shall be guaranteed for a period of two (2) years. Any landscaping which is not resistant to the urban environment or that dies during this period shall be replaced by the developer or property owner.
5. Street trees shall be planted along all curb lines of streets within the Redevelopment Area at a maximum of 30 feet on center, and be a minimum caliper of 3 1/2 in. Each tree pit shall contain a decorative metal grate and/or decorative paving treatment.
6. All areas not covered by a building, plaza or sidewalk 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 shall 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. Parking shall be internal to the building and be located ~~at least 1/2 below~~ *on the* ground level of the proposed building. Ingress and egress to the parking area shall be limited to no more than one ingress and one egress location. Access is prohibited from Central Avenue.
2. The façade of the parking level(s) shall be designed so as to have an attractive, finished appearance compatible with that of the upper levels and/or ground floor commercial components of the building. Each façade, whether or not it fronts on a street, shall be treated as being of equal importance in terms of material selection and architectural design. ~~Materials shall remain the same on all sides.~~

3. All window openings in the parking level street facade shall ***be of the punched style*** ~~appear to contain an active permitted use behind them~~. They shall be consistent with the rhythm of the window openings serving the principal uses within the building. ***All window openings fronting on Central Avenue shall contain glass panels.*** 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 ***on other facades*** may be covered by a hinged solid metal plate/shutter ***or decorative grill.*** Where louvers are needed, they shall be placed in the least visible location, and covered with decorative grills sufficient in design and detail to hide the louver from view. Blind windows shall also be required where there is a blank wall feature.
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 twenty (20) 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.
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.
10. The number of required and/or permitted parking spaces for each use is indicated in Section VIII of this Plan.

**D. Signage**

1. Permitted Signage:

- a. Each residential building shall display the street address of the building on the front facade or front door of the building such that it is visible from the adjoining street right-of-way.
- b. Each residential building may provide any necessary signage required for proper mail delivery indicating the name(s) of the resident(s) of the building on the mailbox or doorbell, all of which shall be within the lobby of the building. Bundled exterior mailboxes shall be prohibited..
- 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. Home occupations shall have no external signage.
- e. Commercial Uses - Each such use fronting on a public street may be allowed one (1) exterior wall mounted sign not to exceed not to exceed twenty (20) square feet. In addition, each commercial tenant may be permitted one blade sign. Each blade sign shall not exceed a maximum of 10 square feet and shall be externally lit. Blade sign are required to be located on the building facade directly on the sidewalk frontage and shall be placed such that the lowest portion of the sign hangs at least 8 feet above the sidewalk.

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 although blade signs may be attached to the first floor façade.
- c. All signs may be attached to the first floor level of the building only.
- 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 Hopkins and Central Avenues 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 holiday decorations.

## VIII. SPECIFIC LAND USE REGULATIONS

The following regulations shall apply within the Redevelopment Area as found in this Plan.

- A. Principal Permitted Uses: Multi-family Residential
- B. Uses incidental and accessory to the principal use, including:
  - 1. Off-street parking, on the ground level of the principal building. a ~~minimum of 1/2 below grade~~
  - 2. Commercial uses, such as retail sales of goods and services and restaurants, restricted to the ground floor.
  - 3. Fences and walls.
  - 4. Other uses customarily associated with and subordinate and incidental to a residential development; such as: meeting rooms, laundry rooms, recreational areas, rooftop amenity areas and other similar facilities.
- C. Maximum Permitted Density – 110 d.u. per acre (Note: that this density may not be achievable given the site constraints of the area)
- D. Maximum Permitted Height – 4 1/2- 5 stories; 4 residential stories over 1 1/2 level of parking
  - 1. Additional Height Regulations:
    - a. All residential floors above the first (or ground) floor shall have a minimum floor to ceiling height of nine (9) feet. The first (or ground) floor shall have a minimum floor to ceiling height of ten (10) feet.
    - b. Parapets, bulkheads and other roof-top appurtenances may exceed the permitted height within the limitations imposed by the Jersey City Land Development Ordinance. , but ***Bulkheads and other rooftop appurtenances*** shall be located so as not to ***limit their visibility*** be visible from surrounding public R-O-W's. ***This shall be achieved through creative disguises within the basic architecture of the building, such that these features do not negatively impact the appearance of the building.***
- E. Minimum Lot Size – 15,000 sq. ft.
- F. Maximum Permitted Coverage

Building Coverage	895%
Lot Coverage	95%

G. Minimum Setbacks

1. No setback along street frontages for *the base of the building of 3 1/2 stories or less.*
2. ~~A minimum of 5 feet setback for building over 3 1/2 stories~~ *Central Avenue runs at an angle across the front of the site. Therefore, the setback of upperstory portions of the building may provide setbacks or stepbacks that may vary from zero to fifteen feet. The intention is for the upperstory portions of the building to be articulated along this façade in order to provide architectural interest and varying light and shadow patterns.*
3. ~~Interior Lot Line Setback – 20 feet~~ *The upper story facades of the building fronting onto Beacon and Hopkins Avenue may be constructed at the street line, provided that at least 25% of the linear building frontage above the base level is set back at least 5 feet from the front façade of the base of the building.*
4. ~~Minimum Parking Requirements – .75 parking space per dwelling unit.~~ *The rear, or interior, lot line is irregular. Therefore, the building setback may vary along the course of this lot line. Along the southern portion of this lot line, where it jogs closer to Central Avenue, the base of the building may be constructed up to the lot line and the upper portions of the building shall be setback at least 15 feet. Along the more northern portion of this lot line where it is more distant from Central Avenue, the base of the building shall be setback at least 5 feet from the lot line and the upper portions of the building shall be set back 20 from the property line. Balconies may extend up to 4 feet into these required setback areas.*

H. Open Space

- a. ~~A Minimum of 50% of the roof top area shall incorporate outdoor recreation space for the residents of the building.~~
  1. *All open areas along the rear property line shall be landscaped with decorative trees, shrubs and ground covers.*
  2. *Terraces / roof decks shall be provided on the roof area over the ground floor parking to provide open space for tenants of the adjoining units.*
  3. *Balconies shall be provided for upper story units along the rear façade as further regulated by Section VII of this Plan.*

*I. Minimum Parking Requirements – 1.0 parking space per dwelling unit.*

IX. ACQUISITION PLAN

All properties within the Redevelopment Area are listed as To 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 permitted, however, re-construction and street and sidewalk replacement may be required.

All streets should provide on street parking on both sides of the street unless restricted by local ordinance. After construction is complete, all R-O-W's adjacent to the project or any needing street opening as a result of this project shall be re-surfaced ~~from curb to curb~~ to meet City Engineering specifications.

## **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. The Master Plan states that residential neighborhoods should be protected and preserved from the intrusion of non-residential uses. Additionally, the Master Plan encourages residential uses over commercial uses in this area.

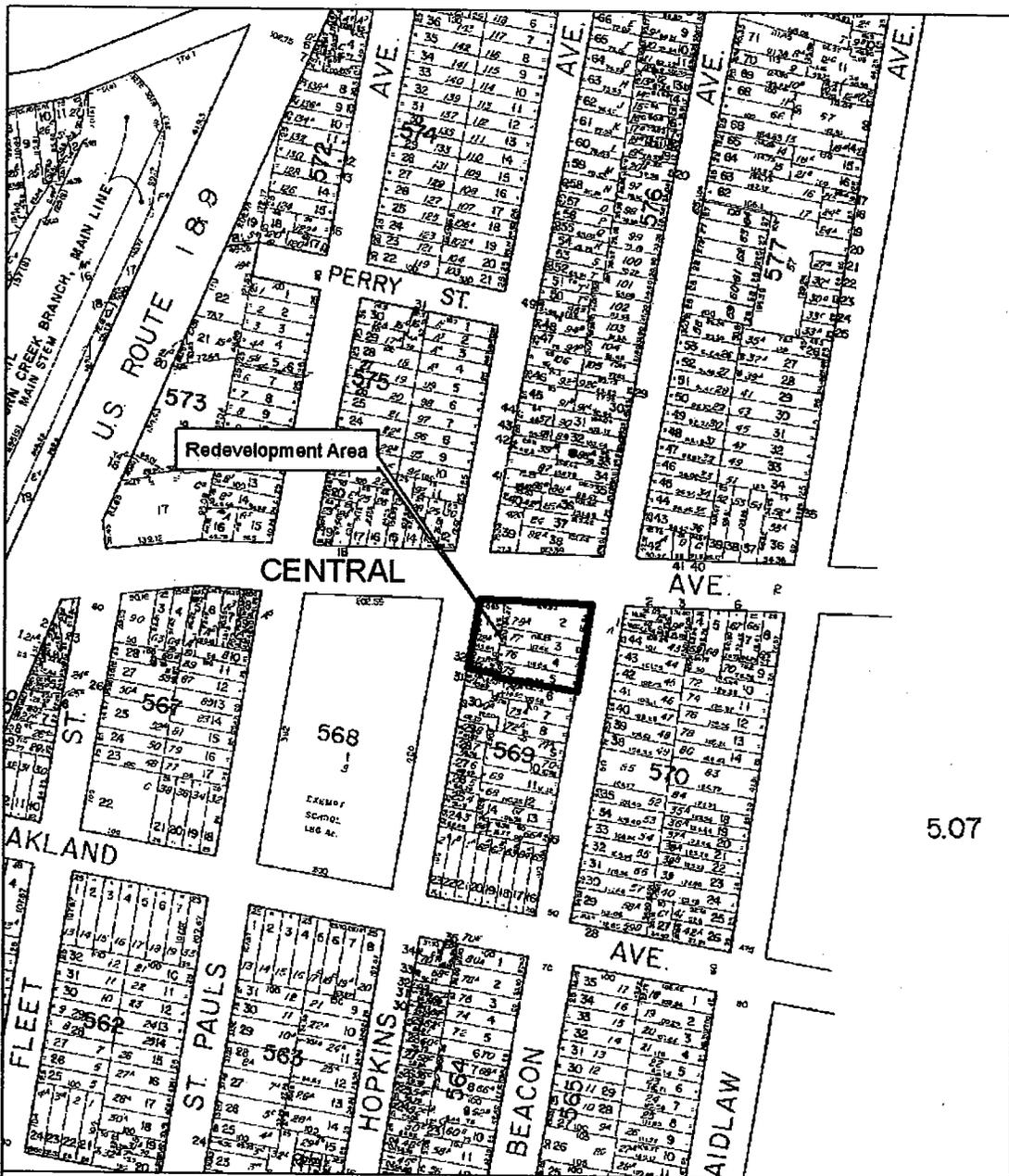
The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's plan both recognize the need to redevelop urban land.

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

**XV**  
**MAPS**



**HOPKINS AND CENTRAL AVENUES REDEVELOPMENT AREA  
BLOCK 569 LOTS 12A, 12B, 75, 76, 77, and 78A**

**MAP 1: BOUNDARY MAP**

**LEGEND**  
 **BOUNDARY**       **North**      **Not to Scale**

City Clerk File No. Ord. 08-112

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 08-112

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**

\*

Supervising Equipment Operator

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  
7-25-08

APPROVED AS TO LEGAL FORM

R. J. Heffelt  
Asst. Corporation Counsel

APPROVED:

APPROVED:

B. O'Keefe  
Business Administrator

Certification Required

Not Required

No 2008215

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

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

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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:

<u>Labor Grade</u>	<u>Title</u>
20	<u>Supervising Equipment Operator</u>

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:

**Supervising Equipment Operator**

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.:

**James Owens**

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 245 - Labor Grade 20**

I Certify That All Facts Present Herein Are Accurate.

7/22/08  
Date

  
Department Director

Date Submitted to Business Administrator:

New Title

Supervising Equipment Operator

Department of Public Works

Union 245

Labor Grade 20

Min \$14,200

Max \$49,190

James Owens  
31-A Summit Avenue  
Jersey City, NJ 07304

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

ORDINANCE NO. Ord. 08-112  
 TITLE: 3.E. AUG 06 2008 4.E. AUG 20 2008



Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code. (Supervising Equipment Operator)

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">AUG 06 2008 8-0</span>											
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 TO CLOSE PUBLIC HEARING <span style="float: right;">AUG 20 2008 9-0</span>											
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 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)

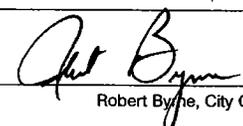
RECORD OF FINAL COUNCIL VOTE <span style="float: right;">AUG 20 2008 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

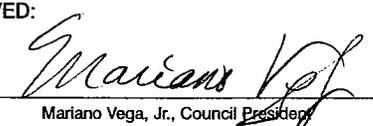
✓ Indicates Vote N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 06 2008

Adopted on second and final reading after hearing on AUG 20 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 20 2008

  
 Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: AUG 20 2008

APPROVED:   
 Jeremiah T. Healy, Mayor  
 Date: AUG 21 2008  
 Date to Mayor AUG 20 2008

\*Amendment(s):

City Clerk File No. Ord. 08-113

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 08-113

**TITLE: ORDINANCE AUTHORIZING THE CONVEYANCE OF BLOCK 1319, LOTS A.09, A.08, A.07, A.03, 59, 58.A, and 57.A, MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 194, 196, 198, 200, 208, 210 and 212 MARTIN LUTHER KING DRIVE RESPECTIVELY, TO JERSEY CITY REDEVELOPMENT AGENCY**

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

**WHEREAS**, the City of Jersey City is the owner of certain property located within Block 1319, Lots A.09, A.08, A.07, A.03, 59, 58.A, and 57.A, and more commonly known by the street addresses of 194, 196, 198, 200, 208, 210 and 212 Martin Luther King Drive respectively [Property]; and

**WHEREAS**, it has been determined that the Property is not needed for any municipal public purpose or use; and

**WHEREAS**, the Jersey City Redevelopment Agency desires to acquire the Property from the City of Jersey City in order to implement the Martin Luther King Drive Redevelopment Plan Area within which boundaries the Property is located; and

**WHEREAS**, the Jersey City Redevelopment Agency has agreed to pay the City the consideration of \$1.00 and other good and valuable consideration; and

**WHEREAS**, the conveyance will also effectuate the redevelopment of the Property in accordance with the terms of the Martin Luther King Drive Redevelopment Plan Area and its return to the real estate tax rolls of the City of Jersey City; and

**WHEREAS**, the Jersey City Redevelopment Agency is authorized to acquire the Property from the City of Jersey City, pursuant to N.J.S.A. 40A:12A-8 and 22; and

**WHEREAS**, the City of Jersey City is authorized to transfer Property to the Jersey City Redevelopment Agency with or without consideration pursuant to N.J.S.A. 40A:12A-39(a) and N.J.S.A. 50A:12-13(b)(1).

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

1. The conveyance to the Jersey City Redevelopment Agency of certain lands and buildings designated on Jersey City's Official Tax Assessment Map as Block 1319, Lots A.09, A.08, A.07, A.03, 59, 58.A, and 57.A, and more commonly known by the street addresses of 194, 196, 198, 200, 208, 210 and 212 Martin Luther King Drive respectively, for the purpose of implementing the purposes of the Martin Luther King Redevelopment Plan Area, is hereby approved.



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

ORDINANCE NO. Ord. 08-113  
 TITLE: 3.F. AUG 0 6 2008 4.F. AUG 2 0 2008



Ordinance authorizing the conveyance of Block 1319, Lots A.09, A.08, A.07, A.03, 59, 58.A and 57.A, more commonly known by the street addresses of 194, 196, 198, 200, 208, 210 and 212 Martin Luther King Drive respectively, to Jersey City Redevelopment Agency.

RECORD OF COUNCIL VOTE ON INTRODUCTION <span style="float: right;">AUG 0 6 2008 8-0</span>											
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 TO CLOSE PUBLIC HEARING <span style="float: right;">AUG 2 0 2008 9-0</span>											
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 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)

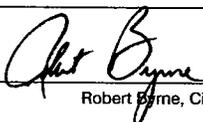
RECORD OF FINAL COUNCIL VOTE <span style="float: right;">AUG 2 0 2008 9-0</span>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

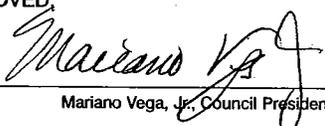
✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 0 6 2008  
 Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

  
 Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: AUG 2 0 2008

\*Amendment(s):

APPROVED:   
 Jeremiah F. Healy, Mayor  
 Date AUG 2 1 2008  
 Date to Mayor AUG 2 0 2008

City Clerk File No. Ord. 08-115

Agenda No. 3.H 1st Reading

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



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-115

**TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XI (SCHEDULES) SCHEDULE 25 (PARKING FOR THE DISABLED) OF THE JERSEY CITY CODE DESIGNATING A RESERVED PARKING SPACE AT 480 BRAMHALL AVENUE; 310A CLAREMONT AVENUE; 135A DWIGHT STREET; 224 DWIGHT STREET; 35 FLEET STREET; 561 GARFIELD AVENUE; 45-47 GRAHAM STREET; 84 HARMON STREET; 209 LINDEN AVENUE; 27 NELSON AVENUE; 211-209 NEW YORK AVENUE; 102 OAK STREET; 109-111 POPLAR STREET; 114 RUTGERS AVENUE; 100 SHERMAN AVENUE; 248 STEGMAN STREET AND 220 WEGMAN PARKWAY AND AMEND THE RESERVED PARKING SPACE AT 294 CLAREMONT AVENUE AND REPEAL THE RESERVED PARKING SPACE AT 557 BRAMHALL AVENUE; 9-11 GRAHAM STREET; 219 GRANT AVENUE; 32 RUTGERS AVENUE AND 69-71 THORNE STREET**

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 332-77

SCHEDULE 25

PARKING FOR THE DISABLED

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

Agneris Hernandez  
Mayola King  
Louise Easily  
Willie Holly  
Joseph Davis, Jr.  
Ethel A. Sekelsky  
Eunice Boyd-Ishman  
Robin Sanchez  
Tina Wilson  
Ana Medina  
William F. Waddleton  
Monica Diaz  
Zenaida Rentas  
Vasant Kum Patel  
Etta V. Wheeler  
Stanley Field  
Delfin Viernes Manalastas  
Saraphine Shaw

480 Bramhall Avenue  
294 Claremont Avenue  
310A Claremont Avenue  
135A Dwight Street  
224 Dwight Street  
35 Fleet Street  
561 Garfield Avenue [32 Rutgers Avenue]  
45-57 Graham Street [9-11 Graham Street]  
84 Harmon Street [557 Bramhall Avenue]  
209 Linden Avenue  
27 Nelson Avenue  
211-209 New York Avenue  
102 Oak Street  
109-111 Poplar Street [69-71 Thorne Street]  
114 Rutgers Avenue  
100 Sherman Avenue [219 Grant Avenue]  
248 Stegman Street  
220 Wegman Parkway

continued....  
(7.18.08)

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

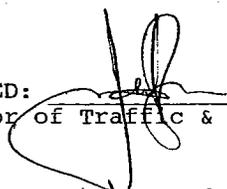
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

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

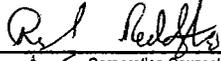
5. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** New material to be inserted is underscored, the material to be repealed is in [brackets].

JDS:pcl  
(07.18.08)

APPROVED:   
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:  7.23.08  
City Engineer  
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 XI(Schedules)Schedule 25(Parking for the Disabled) of the Jersey City Code designating the reserved parking space at 480 Bramhall Avenue; 310A Claremont Avenue; 135A Dwight Street; 224 Dwight Street; 35 Fleet Street; 561 Garfield Avenue; 45-47 Graham Street; 84 Harmon Street; 209 Linden Avenue; 27 Nelson Avenue; 211-209 New York Avenue; 102 Oak Street; 109-111 Poplar Street; 114 Rutgers Avenue; 100 Sherman Avenue; 248 Stegman Street and 220 Wegman Parkway and amend the reserved parking space at 294 Claremont Avenue and repeal the reserved parking space at 557 Bramhall Avenue; 9-11 Graham Street; 219 Grant Avenue; 32 Rutgers Avenue and 69-71 Thorne Street

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

Joao D'Souza, Director of Traffic & Transportation

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

Designate, delete and amend a reserved parking space at various locations City wide.

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

To provide a reserved parking space for those individuals who are disabled to the degree that their mobility is limited.

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

Allow those individuals, whose application was approved by The Municipal Council Committee for Disabled Parking, to have a reserved parking space at or near their residence, therefore, improving the quality of their life.

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

Approximately \$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 Engineering, Traffic and Transportation

**10. Additional comments:**

Ordinance proposed at the request of The Municipal Council Committee for Disabled Parking

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

  
\_\_\_\_\_  
City Engineer

7-24-08  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

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

ORDINANCE NO. Ord. 07-115

TITLE: 3.H. AUG 06 2008 4.G. AUG 20 2008

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article XI (Schedules) Schedule 25 (Parking for the Disabled) of the Jersey City Code designating a reserved parking space at 480 Bramhall Avenue; 310A Claremont Avenue; 135A Dwight Street; 224 Dwight Street; 35 Fleet Street; 561 Garfield Avenue; 45-47 Graham Street; 84 Harmon Street; 209 Linden Avenue; 27 Nelson Avenue; 211-209 New York Avenue; 102 Oak Street; 109-111 Poplar Street; 114 Rutgers Avenue; 100 Sherman Avenue; 248 Stegman Street and 220 Wegman Parkway and amend the reserved parking space at 294 Claremont Avenue and repeal the reserved parking space at 557 Bramhall Avenue; 9-11 Graham Street; 219 Grant Avenue; 32 Rutgers Avenue and 69-71 Thorne Street.



RECORD OF COUNCIL VOTE ON INTRODUCTION											
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 TO CLOSE PUBLIC HEARING											
AUG 20 2008 9-0											
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 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 20 2008 9-0											
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.	✓		

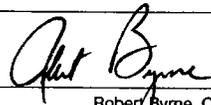
✓ Indicates Vote

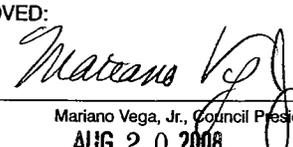
N.V.-Not Voting (Abstain)

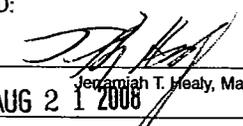
Adopted on first reading of the Council of Jersey City, N.J. on AUG 06 2008

Adopted on second and final reading after hearing on AUG 20 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 20 2008

  
 Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: AUG 20 2008

APPROVED:   
 Jeremiah T. Mealy, Mayor  
 Date: AUG 21 2008  
 Date to Mayor AUG 20 2008

\*Amendment(s):

City Clerk File No. Ord. 08-116

Agenda No. 3.I 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 08-116

**TITLE:**  
**AN ORDINANCE SUPPLEMENTING CHAPTER 26 (VEHICLES AND TRAFFIC) ARTICLE VII (TRAFFIC) ARTICLE X (SCHEDULES) AMENDING SCHEDULE 26 (RESTRICTED PARKING ZONES) OF THE JERSEY CITY CODE CREATING ZONE 11 AND DESIGNATING GLENWOOD AVENUE BETWEEN WEST SIDE AVENUE AND KENNEDY BOULEVARD AS PART OF THE ON-STREET RESIDENT ONLY PERMIT PARKING PROGRAM FROM MONDAY THROUGH FRIDAY, 3:00 P.M. TO 9:00 P.M.**

WHEREAS, St. Peter's College has a large student population most of whom drive to school and park on area streets; and

WHEREAS, a parking problem exists because area residents are unable to find parking, especially after 3:00 P.M., due to the large volume of traffic and parking taking place in the area; and

WHEREAS, St. Peter's College has, a number of parking lots, off street, for its students to use which provide an adequate alternative to parking on area streets; and

WHEREAS, due to inadequate area parking specifically occurring after 3:00 p.m., Monday through Friday, area residents, many of whom are senior citizens or citizens accompanied by small children, are forced to park unreasonable distances from their homes thereby enhancing the risk of health and public safety problems for said residents; and

WHEREAS, the large number of vehicles coming into the area and the number of legal parking spaces in the area has resulted in an increase in illegal parking in the area, including but not limited to parking in crosswalks, driveways, in fire zones and double parking; and

WHEREAS, the large volume of traffic in the area increases air pollution and has other negative effects on the environment.

THE MUNICIPAL COUNCIL OF JERSEY CITY DOES ORDAIN:

A. The following supplements to Chapter 26 (Vehicles and Traffic) Article VII (Traffic), Article X (Schedules ) of the Jersey City Code are hereby adopted.

ARTICLE VII TRAFFIC  
Sec. 26-70 Parking restrictions in residential zones.  
(a) through (g) No Change

Sec. 26-96 SCHEDULE 26  
RESTRICTED PARKING ZONES

ZONE 1 THROUGH 10 NO CHANGE

ZONE 11

The parking restriction will be in effect for the following street(s), Monday through Friday, 3:00 p.m. to 9:00 p.m.

Glenwood Avenue

Between West Side Avenue and Kennedy Boulevard

JDS:pc1  
(07/29/08)

continued.....

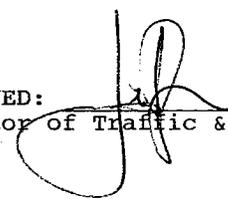
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. 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.

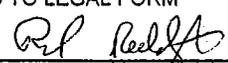
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.

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

JDS:pcl  
(07/29/08)

APPROVED:   
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Asst. Corporation Counsel

APPROVED:   
City Engineer  
APPROVED:   
Asst. 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 amending and supplementing Chapter 26(Vehicles and Traffic) Article VII (Traffic) Article X (Schedules) amending Schedule 26 (Restricted Parking Zones) of the Jersey City Code creating Zone 11 and designating Glenwood Avenue between West Side Avenue and Kennedy Boulevard as part of the On-Street Resident Only Permit Parking Program from Monday through Friday, 3:00 p.m. to 9:00 p.m.

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

Joao D'Souza, Director of Traffic and Transportation

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

Create Zone 11, On-Street Resident Only Permit Parking Program on Glenwood Avenue between West Side Avenue and Kennedy Boulevard from Monday through Friday, 3:00 p.m. to 9:00 p.m.

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

To make parking available for residents and employees of Glenwood Avenue between West Side Avenue and Kennedy Boulevard

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

Increased available parking for residents and displaced by students attending St. Peter's college

**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

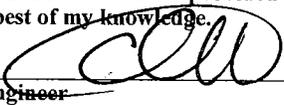
**9. Person responsible for coordinating proposed program, project, etc.:**

The Jersey City Parking Authority for the Permits, Patricia Logan, Supervising Traffic Investigator for the installation of On-Street Resident Only parking signs.

**10. Additional comments:**

Ordinance proposed at the request of Joanne Monahan, of the Law Department and Councilwoman Spinello

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

  
City Engineer

  
Date

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

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

ORDINANCE NO. Ord. 08-116  
 TITLE: 3.I. AUG 06 2008 4.H. AUG 20 2008



An ordinance supplementing Chapter 26 (Vehicles and Traffic) Article VII (Traffic) Article X (Schedules) amending Schedule 26 (Restricted Parking Zones) of the Jersey City Code Creating Zone 11 and designating Glenwood Avenue between West Side Avenue and Kennedy Boulevard as part of the On-Street Resident Only Permit Parking Program from Monday through Friday, 3:00 p.m. to 9:00 p.m.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
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	<b>ABSENT</b>		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 20 2008 9-0											
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

**YVONNE BALCER**

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 20 2008 9-0											
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)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 06 2008

Adopted on second and final reading after hearing on AUG 20 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 20 2008

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

APPROVED: \_\_\_\_\_  
*Mariano Vega, Jr.*  
 Mariano Vega, Jr., Council President  
 Date: AUG 20 2008

APPROVED: \_\_\_\_\_  
*Jeremiah J. Healy*  
 Jeremiah J. Healy, Mayor  
 Date AUG 21 2008  
 Date to Mayor AUG 20 2008

\*Amendment(s):

City Clerk File No. \_\_\_\_\_ Ord. 08-118

Agenda No. \_\_\_\_\_ 3.K \_\_\_\_\_ 1st Reading

Agenda No. 4.J. \_\_\_\_\_ 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 08-118

**TITLE: ORDINANCE TERMINATING THE FINANCIAL AGREEMENT AND PREPAYMENT AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND RIVERVIEW I ASSOCIATES URBAN RENEWAL COMPANY, LLC**

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

**WHEREAS**, on or about April 13, 2004, Riverview I Associates Urban Renewal Company, LLC [Riverview I Assoc. UR] applied for a long term tax exemption under NJSA 40A:20-1 et seq., for land and improvements located within an urban enterprise zone, known as Block 630.A, Lots L.2 and 16C, and Block 696, Lot 57.C, and more commonly known by the street address of 38-40 State Highway, and 220 Hopkins Avenue [Property]; and

**WHEREAS**, Riverview I Assoc. UR was to have renovated an existing four-story industrial building and existing three-story building, and construct additional stories to create a unified six-story condominium, to contain approximately 78 residential units with related on-site parking for approximately 100 cars [Project]; and

**WHEREAS**, by adoption of Ordinance 04-113 on October 27, 2004, the City of Jersey City [City] approved a 20 year long term tax exemption with a service charge equal to sixteen percent (16%) of annual gross revenue formula with a term of the earlier of twenty-five (25) years from adoption of the ordinance or twenty (20) years from substantial completion of the Project; and

**WHEREAS**, notwithstanding repeated requests, Riverview I Assoc. UR never executed the financial agreement or paid the prepayment or any charges due thereunder or built the project; and

**WHEREAS**, the tax abatement has been constructively abandoned and is now subject to termination.

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

1. The tax exemption approved by Ordinance 04-113 is hereby rescinded; and the Financial Agreement and Prepayment Agreement with Riverview I Assoc. UR for the Property, terminated. Neither Riverview I Assoc. UR nor any successor owner of the Property shall have any liability or obligations under Ordinance 04-113, the Financial Agreement or Prepayment Agreement; and the obligations and rights of the parties under the Financial Agreement and Prepayment Agreement shall have no further force and effect.
2. The Mayor or Business Administrator or Corporation Counsel are authorized, if appropriate, to execute a Termination Agreement substantially in the form attached hereto or any documents appropriate or necessary to effectuate the purposes of the within Ordinance;

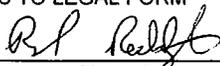
**ORDINANCE TERMINATING THE FINANCIAL AGREEMENT AND PREPAYMENT AGREEMENT  
BETWEEN THE CITY OF JERSEY CITY AND RIVERVIEW I ASSOCIATES URBAN RENEWAL  
COMPANY, LLC**

3. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed;
4. 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;
5. This Ordinance shall take effect at the time and in the manner provided by the law.

**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  
7/29/08

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
R.P. Kelly Corporation Counsel

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

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

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

Certification Required   
Not Required

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

ORDINANCE NO. Ord. 08-118  
 TITLE: 3.K. AUG 06 2008 4.J. AUG 20 2008



Ordinance terminating the financial agreement and  
 prepayment agreement between the City of Jersey City and  
 Riverview I Associates Urban Renewal, LLC.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
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			
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.			ABSENT

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

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
AUG 20 2008 9-0											
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 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 20 2008 9-0											
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)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 06 2008  
 Adopted on second and final reading after hearing on AUG 20 2008

This is to certify that the foregoing Ordinance was adopted by  
 the Municipal Council at its meeting on AUG 20 2008

Robert Byrne, City Clerk

APPROVED:   
 Mariano Vega, Jr., Council President  
 Date: AUG 20 2008

APPROVED:   
 Jenamiah T. Healy, Mayor  
 Date AUG 21 2008  
 Date to Mayor AUG 20 2008

\*Amendment(s):

City Clerk File No. Ord. 08-119  
Agenda No. 3.1 1st Reading  
Agenda No. 4.K. 2nd Reading & Final Passage

# ORDINANCE OF JERSEY CITY, N.J.



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

CITY ORDINANCE 08-119

**TITLE: ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING RESIDENTIAL/COMMERCIAL PROJECT TO BE CONSTRUCTED BY BAY BAY SENIOR HOUSING URBAN RENEWAL, LP, 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**, Bay Bay Senior Housing Urban Renewal, LP, an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

**WHEREAS**, the Entity leases certain property known as Block 1356, Lots 15, 16A.99, 17B, 107A.99 & 109B, on the City's Official Tax map, more commonly known by the street address of 131, 129 & 127 Warner Avenue and 9-13 Martin Luther King, Jr. Drive, and more specifically described by metes and bounds, in the application (Property); and

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

**WHEREAS**, on June 2, 2008, the Entity applied for a 30 year long term tax exemption to construct a (10) ten-story building, containing approximately 68 studio, one, two and three bedroom rental residential units and 44 off street parking spaces, affordable to low and moderate income senior citizens and approximately nine thousand (9,000) square foot of commercial/retail space; and

**WHEREAS**, Bay Bay Senior Housing Urban Renewal, LP has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 15% of Annual Gross Revenue, which sum is estimated to be \$64,428, and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and

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

1. the property is currently exempt and generates no revenue for the City; however, based on the current assessment, the real estate taxes would generate revenue of only \$45,900, whereas, the Annual Service Charge as estimated, will generate revenue of more than \$64,428 to the City;
2. it is expected that the Project will create approximately 119 jobs during construction and 3 to 4 new permanent jobs;

**ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY BAY BAY SENIOR HOUSING URBAN RENEWAL, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of an Urban Enterprise Zone;
5. the project provides 68 units of low income affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

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

**WHEREAS**, Bay Bay Senior Housing Urban Renewal, LP, 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 Bay Bay Senior Urban Renewal, LP, 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 1356, Lots 15, 16A.99, 17B, 107A.99 & 109B, more commonly known by the street address of 131, 129 & 127 Warner Avenue and 9-13 Martin Luther King, Jr. Drive, 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 or the date the Lease is terminated;
2. Annual Service Charge: each year the greater of:
  - (a) the Minimum Annual Service Charge equal to \$45,900 upon Project Completion, whether or not the Project is occupied; or
  - (b) 15% of Annual Gross Revenue, estimated at \$64,428, 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;

**ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR AN URBAN RENEWAL AFFORDABLE HOUSING PROJECT TO BE CONSTRUCTED BY BAY BAY SENIOR HOUSING URBAN RENEWAL, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.**

- 4. Project: A (10) ten-story building, containing approximately 68 studio, one, two and three bedroom rental residential units and 44 off street parking spaces, affordable to low and moderate income senior citizens and approximately nine thousand (9,000) square foot of commercial/retail space;
- 5. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses.
- C. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.
- D. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- E. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- F. This ordinance shall take effect at the time and in the manner provided by law.
- G. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he  
7-31-08

APPROVED AS TO LEGAL FORM

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

APPROVED: \_\_\_\_\_  
APPROVED: *[Signature]*  
Business Administrator

Certification Required   
Not Required

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

ORDINANCE NO. Ord. 08-119

TITLE: 3.L. AUG 0 6 2008 4.K. AUG 2 0 2008



Ordinance approving a thirty (30) year tax exemption for an Urban Renewal Affordable Housing residential/commercial project to be constructed by Bay Bay Senior Housing 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											
								AUG 0 6 2008 8-0			
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.			ABSENT

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
								AUG 2 0 2008 9-0			
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

YVONNE BALCER

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 2 0 2008 9-0			
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)

Adopted on first reading of the Council of Jersey City, N.J. on AUG 0 6 2008

Adopted on second and final reading after hearing on AUG 2 0 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on AUG 2 0 2008

Robert Byrne  
Robert Byrne, City Clerk

APPROVED:  
Mariano Vega, Jr.  
Mariano Vega, Jr., Council President  
Date: AUG 2 0 2008

APPROVED:  
Jerramiah T. Healy  
Jerramiah T. Healy, Mayor  
Date AUG 2 1 2008  
Date to Mayor AUG 2 0 2008

\*Amendment(s):

Rev. 8-23-05  
Long Term Tax Exemption  
N.J.S.A. 40A:20-1, et seq.  
(Affordable Residential Rental)

Re: 131, 129 & 127 Warner Avenue and  
9-13 Martin Luther King, Jr. Drive  
Block 1356, Lots 15,16A.99,17B, 107A.99 & 109B  
An Urban Enterprise Zone

### **PREAMBLE**

**THIS FINANCIAL AGREEMENT**, [Agreement] is made as of this \_\_\_ day of \_\_\_\_\_, 2008, by and between **BAY BAY SENIOR HOUSING URBAN RENEWAL, LP**, 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 15 Martin Luther King, Jr. Drive, Jersey City, New Jersey 07305 [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 1356, Lots 15, 16A.99, 17B, 107A.99 & 109B, more commonly known by the street address of 131, 129 & 127 Warner Avenue and 9-13 Martin Luther King, Jr. Drive, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

**WHEREAS**, this property is an affordable housing project located within the boundaries of Urban Enterprise Zone; and

**WHEREAS**, the Entity plans to construct a (10) ten-story building, containing approximately 68 studio, one, two and three bedroom rental residential units and 44 off street parking spaces, affordable to low and moderate income senior citizens and approximately nine thousand (9,000) square foot of commercial/retail space [Project]; and

**WHEREAS**, on June 2, 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 \$45,900, if the property were subject to conventional taxes, whereas, the Annual Service charge as estimated, and will generate revenue to the City of approximately \$64,428;
2. it is expected that the Project will create approximately 119 jobs during construction and 3 to 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 68 units of affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

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

**WHEREAS**, by the adoption of Ordinance \_\_\_\_\_ on \_\_\_\_\_, 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 between 30% and 80% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the New Jersey Council on Affordable Housing or as it may be amended pursuant to N.J.A.C. 5:92-12.

ii. 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 Bay Bay Senior Housing

Urban Renewal, LP, 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.

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 \$45,900; or

(b) the sum of \$64,428 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 1356, Lots 15, 16A.99, 17B, 107A.99 & 109B, more commonly known by the street address of 131, 129 & 127 Warner Avenue and 9-13 Martin Luther King, Jr. Drive, and described by metes and bounds in Exhibit 1 attached hereto.

### **Section 2.2 Approval of Entity**

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

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct a (10) ten-story building, containing approximately 68 studio, one, two and three bedroom rental residential units and 44 off street parking spaces affordable to low and moderate income senior citizens, 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 1<sup>st</sup> 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 1<sup>st</sup> day of the 22nd year following the Substantial Completion until the last day of the 27<sup>th</sup> 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 1<sup>st</sup> 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.

**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:

Bay Bay Senior Housing Urban Renewal, LP  
15 Martin Luther King, Jr. Drive  
Jersey City, New Jersey 07305

and

William P. Munday, Esq.  
Lowenstein Sandler, P. C.  
65 Livingston Avenue  
Roseland, New Jersey 07068

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:**

**BAY BAY SENIOR HOUSING URBAN RENEWAL, L.P.**

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**ATTEST:**

**CITY OF JERSEY CITY**

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**Robert Byrne**  
City Clerk

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**Brian O'Reilly**  
Business Administrator

## PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the \_\_\_ day of \_\_\_\_\_, 2008, between the **CITY OF JERSEY CITY** [City] and **BAY BAY SENIOR HOUSING URBAN RENEWAL, LP**, having its principal office at 15 Dr. Martin Luther King, Jr. Drive, Jersey City, New Jersey 07305. Recipient agrees as follows:

### **I. Definitions:**

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

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

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

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

## **II. Purpose:**

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

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

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

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

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

**IV. Recipient Designee:**

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

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

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

**V. Term:**

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

**VI. Good Faith Defined:**

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

A. Initial Manning Report:

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

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

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Jerramiah T. Healy's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Jerramiah T. Healy's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

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

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Business Contracting

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

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

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

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

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

**VII. Notices of Violation:**

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. Correcting the Violation: Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. Extension of Time to Correction: Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

#### **VIII. Liquidated Damages/Interest:**

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

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

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

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

**X. Notices**

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

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

Bay Bay Senior Housing Urban Renewal, LP  
15 Dr. Martin Luther King, Jr. Drive  
Jersey City, New Jersey 07305

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

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

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

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

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

**XII. Controlling Regulations and Laws:**

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

**ATTEST:**

**CITY OF JERSEY CITY**

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

\_\_\_\_\_  
**Brian O'Reilly**  
**Business Administrator**

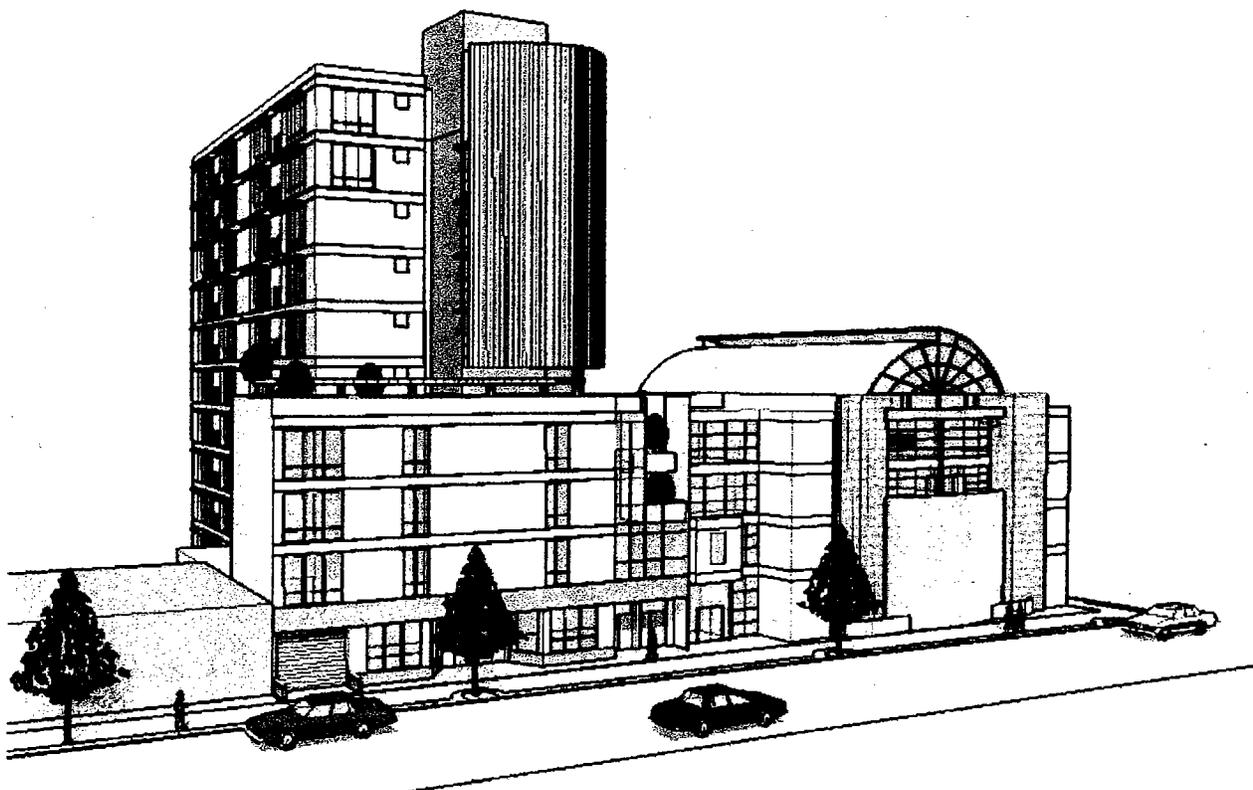
**WITNESS:**

**BAY BAY SENIOR HOUSING URBAN RENEWAL, L.P.**

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

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

BAY BAY SENIOR HOUSING DEVELOPMENT  
APPLICATION FOR TAX ABATEMENT



SAMP AND ASSOCIATES, P.C. ARCHITECTS

WWW.GAM.NET

Submitted: June 2, 2008

## APPLICATION FOR TAX ABATEMENT

### BAY BAY SENIOR HOUSING DEVELOPMENT

1. **Property Identification**: Block: 1356 Lot(s): 15, 16<sup>A.99</sup>, 17<sup>B</sup>, 107<sup>A.99</sup> and 109<sup>B</sup> as shown on the Official Assessment map of the City of Jersey City and more commonly referred to as 131 Warner Avenue, 129 Warner Avenue, 127 Warner Avenue, 9-11 Martin Luther King Jr. Drive and 13 Martin Luther King Jr. Drive. A legal description of the Property is attached as hereto as Exhibit A.
2. **Type of Exemption Requested**: The Applicant seeks a Tax Abatement granted pursuant to the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-et seq. for a 68 unit, multi-family low-income rental senior housing development (studios, one, two and three bedroom apartments). The Applicant seeks an abatement based on 15% of the estimated project revenues.
3. **Project Statement**: As part of its continuing mission to build affordable housing, the applicant is proposing the development of a sixty-eight (68) unit Senior Housing Complex affordable to seniors earning 50% of the area median income.
4. **Term of Abatement**: The term of the abatement requested by the Applicant is 30 years from the date of substantial completion of the project.
5. **Improvements to be Constructed**: The site consists of approximately 35,765.38 square feet of land on Martin Luther King Jr. Drive and Warner Avenue in Jersey City, NJ. The Project will be the construction of a ten (10)-story residential senior housing complex. The Project will contain 68 units, ground floor commercial and provide 6 parking spaces at grade level and 38 subsurface parking spaces, exceeding the 15 spaces as required by the Martin Luther King Drive Redevelopment Area-Senior Housing Overlay District. The residential units will be located in the building and distributed as follows:

<u>8</u>	Studios
<u>57</u>	One Bedroom
<u>2</u>	Two Bedroom (including one reserved for the building superintendent)
<u>1</u>	Three Bedroom

Each residential unit will contain all new mechanical systems and will seek to qualify for Leadership Energy and Environmental Design (LEED) Certification. The building will be located on Martin Luther King Jr. Drive with the driveway entering and exiting the subsurface parking located on Warner Avenue.

The subject site is owned in part by Community Outreach Team, Inc. and by its sponsoring entity Heavenly Temple Church of God In Christ. The Applicant will execute a purchase contract to acquire the property from its current owners.

The Applicant will develop the site and upon completion lease the residential units to low-income senior citizens. The standard form of lease will require the tenants to pay the following estimated rents:

Studio (549 SF) = \$584	8 Units
1 BR (650 SF) = \$619	57 Units
2 BR (800 SF) = \$742	2 Units (Superintendent unit is rent free)
3 BR (1,100 SF) = \$855	1 Unit

A general description of the lease is attached as Exhibit B.

6. **Estimated Total Project Cost:** The total cost of the project is \$21,017,000. The total project cost has been calculated in accordance with funding provisions required by the New Jersey Housing and Mortgage Finance Agency's Low Income Housing Tax Credit Program. The Breakdown of the total project cost is attached as Exhibit C.
7. **Annual Gross Revenue and Expenses:** A statement of the Annual Gross Revenue for the Project is attached hereto as Exhibit D. A projected statement of operations (Income & Expenses) is attached hereto as Exhibit E.
8. **Construction Schedule:** The construction of this project is scheduled to commence at the end of the 4<sup>th</sup> quarter 2008 and will be completed and placed in-service by December 31, 2010. The aforementioned notwithstanding, the project will not commence prior to the final approval and execution of the financial agreement between the City of Jersey City and the Applicant.
9. **Municipal Land Use Approvals:** The Applicant received Preliminary Site Plan Approval on April 8, 2008. Resolution of the Planning Board of the City of Jersey City is attached hereto as Exhibit E-1.
10. **Real Estate Tax Assessments:** The tax assessment information for the property upon with the Project is to be located is attached hereto as Exhibit F.
11. **Real Estate Taxes Levied:** The total payments for the municipal real estate taxes were paid as set forth in Exhibit G.
12. **Status of Municipal Taxes and Other Charges:** To the best of the Applicants knowledge and belief, all real estate taxes and other assessments against the property have been paid in full.

13. **Disclosure Statement**: The Disclosure Statement is attached hereto as Exhibit H-1. The Applicant is an urban renewal limited partnership in formation being organized under the laws of the State of New Jersey, including the Long Term Tax Exemption Statute. A copy of the Certificate of Formation is hereto as Exhibit H.
14. **Certification of Construction Commencement**: The Certificate of Construction Commencement is attached hereto as Exhibit I.
15. **Estimated Jobs Created**: The applicant estimates that construction of the Project will generate TBD jobs over the construction period. Approximately TBD permanent full time jobs will be created in real estate management and service positions.
16. **Compliance with State and Local Law**: A certification by the Applicant that the Project meets the requirements of the laws of the State of New Jersey and the City of Jersey City is attached hereto as Exhibit J.
17. **Certification of Truthfulness and Diligent Inquiry**: A certification by the Applicant that the statements contained herein are true and subject to diligent inquiry is attached hereto as Exhibit K.
18. **Financial Agreement**: The proposed Financial Agreement is attached hereto as Exhibit L.
19. **Fee**:

# APPLICATION FOR TAX ABATEMENT

## BAY BAY SENIOR HOUSING DEVELOPMENT

### INDEX TO EXHIBITS

<b>EXHIBIT</b>	<b>DESCRIPTION</b>
A	Legal Description of the Property
B	Sample Lease Agreement
C	Breakdown of Total Project Cost
D	Annual Gross Revenue ( <i>Abatement Calculation</i> )
E	Statement of Operations ( <i>Income &amp; Expenses</i> )
E-1	Municipal Resolution
F	Real Estate Tax Assessments
G	Real Estate Tax Statement
H	Disclosure Statement ( <i>Limited Partnership Percentages</i> )
I	Certificate of Construction Commencement
J	Compliance with State & Local Laws Certificate
K	Certificate of Truthfulness & Diligent Inquiry
L	Proposed Financial Agreement

## **Exhibit A**

### **Legal Description of Property**

Bay Bay Senior Housing Development, a proposed multi-family low-income rental senior housing development to be located at Block 1356, Lots: 15, 16A.99, 17B, 107A.99 and 109B as shown on the Official Assessment map of the City of Jersey City, and more commonly referred to as 9-11, 13 Martin Luther King Drive, Jersey City, NJ, 127, 131, and 129 Warner Avenue, Jersey City, NJ.

**Exhibit B**

**Sample Lease Agreement**

**The PARTIES, LANDLORD and TENANT, in consideration for mutual promises in this AGREEMENT (referred to as "Lease") UNDERSTAND and AGREE to the following:**

1) PARTIES AND DWELLING UNIT

The parties to this lease are *Bay Bay Senior Housing Urban Renewal, LP*, referred to as the Landlord and \_\_\_\_\_, referred to as the Tenant. The Tenant understands and agrees that the term "Landlord" shall include Landlord's successors, assigns and agents. A Managing Agent may act as agent or Landlord. If more than one Tenant is a party to this Lease, the Tenants understand and agree that they are individually and as a group liable. Landlord leases to the Tenant unit # \_\_\_\_\_ located at *9-11 Martin Luther King Jr. Drive* in the Housing Development known as the Bay Bay Senior Housing Development.

Only the following persons will reside in the unit as part of the Tenants' household/family:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Any changes in Tenants' household/family must be immediately reported to the Landlord.

The Tenant recognizes this Housing Development may have been financed through various State and Federal agencies, hereafter referred to as "Agency". The Tenant understands and agrees to comply with any applicable directives, policies, procedures, rules, regulations and guidelines, as established and amended from time to time by the Agency and/or any Federal, State or Local governmental entity having regulatory functions with respect to the Housing Development.

2. TERM OF LEASE

The initial Lease term shall begin on \_\_\_\_\_ and end of \_\_\_\_\_. See Paragraph 21 regarding renewals

3. RENT

Tenant agrees to pay a rental charge in the sum of \$ \_\_\_\_\_ per month unless changed as herein provided. This sum consist of \$ \_\_\_\_\_ for base Tenant Rent per month, plus charges for utilities and other services (Refer to Paragraph 4 of this lease) of \$ \_\_\_\_\_ per month, all of which shall be considered rent. The rent is due on the first day of every month. If Tenant is initially given this unit for part of a month. Tenant agrees to pay \$ \_\_\_\_\_ in advance for the partial month ending on \_\_\_\_\_ \* \_\_\_\_\_ 200\_\_\_\_\_.

Landlord does not lose his right to any remedy by accepting either full or partial payment of rent charges for utilities and other services.

3. CHARGES FOR UTILITIES AND OTHER SERVICES

The following chart describes how the cost of utilities and other services related to occupancy of the unit will be paid. The tenant agrees this chart accurately describes the utilities or services to be paid by Tenant and those paid by Landlord.

(1) Put "X" by any Utility Landlord or Service utilities to be paid Directly to Utility or Service Company	Type of Utility or Services	(2) Put "X" by any Utility or Service included in based Tenant Rent	(3) Put "X" by any Utility or Service to be Paid by Tenant above base Tenant Rent	(4) Tenant Monthly Payment to of charges for and Other Services
_____	Heat*	_____ X _____	_____ _____	_____
_____	Light, Electric	_____ _____	_____ X _____	_____
_____	Cooking	_____ _____	_____ X _____	_____
_____	Water & Sewer	_____ X _____	_____ _____	_____
_____	Parking **	_____ _____	_____ _____	_____
_____	Air Conditioning	_____ _____	_____ _____	_____

\*If heat is paid for by Tenant under Column (1) above, Tenant agrees to furnish sufficient heat to prevent damage to the premises.

\*\*The Tenant understands and agrees that the Landlord does not provide security protection for Tenant, his car or property within the parking area. The parking charge may be adjusted from time to time upon the approval of the Agency. Furthermore, the Tenant understands and agrees that any vehicle using parking facilities must be in an operable condition; determined to be inoperable for a period in excess of thirty (30) days may be removed by the Landlord at Tenants' expense after notice and in compliance with any applicable law. Any vehicle posing a safety hazard or traffic obstruction may be removed immediately by Landlord at Tenants' expense.

Tenant understand and agrees to pay Landlord any amount listed in Column (4) on the date on which rent is due in accordance with Paragraph 3.

#### 5. ADDITIONAL RENT

If the Tenant fails to comply with any of the terms or covenants described in this Lease, the Tenant understands the Landlord may charge the Tenant for expenses incurred as additional rent Expenses including late fees, returned check fees (refer to Paragraph 7), damages (refer to Paragraph 14), reasonable attorney fees and other associated costs will be constructed as additional rent and will be due and payable in accordance with the monthly rental charge as described in Paragraph 3.. If the Tenant fails to pay the additional rent, the Landlord will have the same rights as if the Tenant failed to pay the rental charge. Attorney fees and costs of legal actions are not chargeable to Tenant if Tenant prevails in the proceedings.

#### 6. ADJUSTMENTS IN TENANTS'S RENT

Tenant understand and agrees that upon Agency approval and/or an increase in the area's gross median income the Landlord may make adjustment or adjustments to the Tenant's rent at any time during the term of the lease without first terminating the Lease. If a rent adjustment is approved and/or there is an increase in the area's gross median income it will become effective on the first day of the month following one full calendar month after written notice of the approved adjustment is given.

Tenant acknowledges that the housing development has received some forms of government subsidy and, if applicable has received below market rate financing from the Agency as the result of the Agency's ability to raise funds by issuing Tax-Exempt bonds. The Agency, operating pursuant to State law, must assure that enough rents are receiving to pay the developments' operating expenses, other costs required by contract or law and debt service on the Agency loan. Therefore, rent adjustments in the form of increases or decreases must be available as necessary. This means the tenant will not receive a termination of lease notice each time there is a rent adjustment. Nor will rent adjustments take place only at the end of the lease term.

If the Agency approves implementation of a rent adjustment and/or there is an increase in the area's gross median income during the term of this Lease the Tenant has the option of canceling the Lease and vacating the apartment within sixty (60) days, or all rent for each month or part thereof that the tenant remains in the apartment must be paid. The Tenant must provide Landlord with thirty (30) days written notice of intent to move as required by Paragraph 20.

If the Tenant vacates the unit before the end of the first Lease term because of a rent increase, the Tenant is not responsible for paying the Landlord the pro rata share of repainting the unit as described in Paragraph 20.

#### 7. CHARGES FOR LATE PAYMENT AND RETURNED CHECKS

Tenant understands and agrees to pay in accordance with Paragraph 5, an extra charge for late payments and returned checks as follows:

A) Late Payments- Rent shall be payable in advance on the first day of each month. Tenant will pay rent plus all fees and charges by money order or personal check. If Tenant does not pay the full amount by the close of business on the 5<sup>th</sup> day of the month, Tenant will be delinquent and aggress to pay additional rent of \_\_\_\_\_.

B) Returned checks - Tenant will pay a fee equal to the bank charge plus an administrative fee of \_\_\_\_\_ Dollars any time a check is not honored for payment.

#### 8. SECURITY DEPOSIT

Tenant has deposited \$ \_\_\_\_\_ as a security deposit with Landlord. Landlord will hold this security deposit for the period Tenant occupies the unit in accordance with the N.J. "SECURITY DEPOSIT LAW", as amended.

(2)

After Tenant has moved from the unit, Landlord will determine whether Tenant is eligible for a refund, any, or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures:

A. Tenant must provide Landlord with thirty (30) days' written notice of intent to move or otherwise be liable as provided in Paragraph 22.

B. After Tenant has moved from the unit, Landlord will inspect the unit for damage. Landlord will inspect unit for damage. Landlord will permit Tenant to participate in the inspection if Tenant so request.

C. Landlord will refund to Tenant the amount of the security deposit together with interest less 1) unpaid rent, 2) any administrative fee which shall be an amount within that permitted by State Law, 3) damages that are not due to normal wear and tear and are not listed on the initial Unit Inspection Report, 4) pro rata share of repainting the apartment as described in Paragraph 20, 5) any uncollected damages pursuant to Paragraph 14, 6) charges for late payment of rent and returned checks as described in Paragraph 11 and 8) any other unpaid charges due Landlord. Landlord will give Tenant a written list of charges that were deducted from the deposit.

D. Landlord agrees to refund the amount computed according to Paragraph 8C within thirty (30) days after Tenant has permanently moved out of the unit. The refund shall be made by registered or certified mail or by personal delivery. Tenant is to advise Landlord in writing of the address to which the refund should be sent to.

E. If the unit is rented by more than one person, Tenants agree that they will work out the details of dividing any refund among themselves. Landlord may pay the refund to any Tenant identified in Paragraph 1 of the Lease and be released from further obligation.

#### 9. OCCUPANCY OF RENTAL UNIT

Tenant will occupy the unit exclusively as a private dwelling for Tenant and family and for no other purpose. This provision does not exclude reasonable accommodations to Tenant's guests or visitors for a period not exceeding a total of two (2) weeks. Tenant shall not assign this Lease, sublet, or transfer possession of the premises, or give accommodation to boarders or lodgers, whether paying or not, without written consent of Landlord. Tenant shall comply with all laws affecting the occupancy of the premises and with all applicable rules or regulations now or hereafter established or modified by Landlord or Agency. Failure to comply with such laws, rules and regulations is a breach of covenant and cause for eviction as per Paragraph 22.

#### 10. CONDITION OF DWELLING UNIT

By signing this Agreement, Tenant acknowledges that the unit is in safe, clean, sanitary and good condition and agrees to maintain unit in safe, clean, sanitary and good condition during the term of this lease. Tenant agrees that all appliance and equipment are in good working order, except as described on the Unit Inspection Report, which is Attached No. 2 to this Lease. Tenant also agrees that Landlord has made no promises to decorate, alter, repair or improve the nit, except as listed on the Unit Inspection Report.

#### 11. KEYS AND LOCKS

Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written consent of Landlord. If Landlord approves Tenant's request, Tenant agrees to provide Landlord with a key for each lock. When this Lease ends, Tenant agrees to give all keys to the unit to Landlord. Landlord may charge Tenant a \_\_\_\_\_ lock change fee if any key is not returned.

#### 12. OBLIGATION OF LANDLORD

a. Landlord will:

1. Not unlawfully discriminate on the basis of race, color, religion, creed, national origin sex, age, handicap or membership in a legally protected case:

Comply will all applicable codes:

2. Make necessary repairs and ensure that the Development is habitable;
3. Keep all common areas clean
4. Provide and maintain garage receptacles
5. If applicable, supply reasonable amounts of hot water and between October 1<sup>st</sup> and May 1<sup>st</sup> reasonable amount of heat and
6. Respond in a reasonable time to service calls by the Tenants.

(3)

All of Landlord's obligations are dependent upon Tenant's obligation to notify Landlord promptly of any conditions requiring Landlord's attention.

b. Landlord is not responsible for the following:

1. Damage or loss of Tenant's property resulting from fire, wind, water, theft, utility outage or sewer backup or otherwise (Tenant understands that it is the Tenant's obligation to obtain insurance covering personal household possessions)
2. Damage or loss of Tenants property entrusted to Landlord's employees
3. The los or damage of Tenant's possessions stored in storage room
4. The act of other tenants
5. The failure of the elevators and \_\_\_\_\_
6. Property remaining in the unit after the Lease or tenancy ends. Such property shall be considered to be abandoned and Landlord can either keep such property or have it removed at Tenant's expense.
7. Damage or loss of tenant's property resulting from utility outage or sewer back up.

### 13. RESTRICTION ON ALTERATIONS

The Tenant understands and agrees not to do any of the following without first obtaining written permission from the Landlord

- a. Change or remove any part of the appliances, fixtures or equipment.
- b. Paint or install wallpaper or contact paper in the unit
- c. Attach awning or window guards to the unit
- d. Attach or piece any fixtures, signs, or fences on the building (s), the common area or the project grounds
- e. Attach any shelves, screen doors or other permanent improvements in the unit
- f. Install washing machines, dryers, fans, heaters or air conditioners in the unit or
- g. Place any aerial, antennas or other electrical connections on the unit

Any alteration on the apartment without written Landlord approval shall be removed by Tenant on demand from Landlord.

Any alterations made with written Landlord approval shall become the property of the Landlord when completed and paid by the Tenant. Such alterations shall remain as part of the apartment at the end of the Lease term unless Landlord demands the Tenant to remove them. The Tenant shall pay promptly all cost for any alterations. The Tenant shall not allow any mechanic's lien or other claim to be filed against the Development. If any lien or claim is filed against the Development, the Tenant shall have it promptly removed.

### 14. DAMAGES

Whenever damage (reasonable wear and tear excepted) is caused by carelessness, misuse or neglect on the part of Tenant, his/her family, visitors or employees, Tenant agree to pay as additional rent.

A. Reasonable charges for all damages to the premises of the Development or unit (including equipment and/or appliances supplied to the unit). Charges for such damages are to be made according to the current Schedule of Maintenance Charges, as applicable, posted in the Management Office. If damages do not appear on the schedule, Tenant will be charge for the Actual cost of the repairs. Tenant agrees that payment of all such charges shall be made within thirty (30) days of the date charges are billed; Damages charges are considered additional rent (Refer to Paragraph 5)

B. Rent for the period the unit is damaged, whether or not the unit is habitable.

### 15. FIRE OR OTHER DISASTERS

If the unit is greatly damaged by fire, wind or water, to the extent that the unit cannot be lived in and the damage is not caused or made worse by Tenant, Tenant will be responsible for rent only up to the date of damage. Tenant shall immediately leave the unit and must within fourteen (14) days notify Landlord in writing of Tenant's desire to continue Lease/tenancy or end Lease/tenancy (see also Paragraph 12.8 regarding Landlord's responsibility).

If the unit can be lived in and if continued occupancy is lawful, Tenant's rent will be reduced in proportion to the damaged part of the unit until such time as repairs are made.

### 16. DEVELOPMENT'S RULES AND REGULATION

Tenant agrees to obey reasonable rules and regulations of the Development, as set forth in Attachment No. 3 to the Lease and which are made a part of this Lease. Tenant agrees to

(4)

accept in writing and obey additional and/or changed rules and regulations established after the effective date of this lease. The Tenant will receive written notice of the proposed rules and regulation at least thirty (30) days before the rule and regulation are enforced.

17. TENANTS' LIABILITIES UPON TERMINATION

In the event that this Lease ends because of legal action by Landlord, Tenant shall pay Landlord rent owed, including and in addition thereto, attorneys fees, court costs and any expenses incurred in repairing damage under Paragraph 14, and any expenses for repainting under Paragraph 22.

18. REGULARLY SCHEDULED RECERTIFICATIONS

The Tenant is aware that the unit he/she rents has Low Income Tax Credit applicable to it and that under that program, all household members must be income certified to live in that unit. In addition, every year the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by Section 423 of the Internal Revenue Code or the Agency's Monitoring Procedures Manual for the purpose of determining the Tenant's household income eligibility. The tenant agrees to provide all documentation and information required by the IRS and/or the Agency and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to assure income eligibility.

Before Lease expiration, the Landlord will request in writing that the Tenant submit the necessary recertification information within thirty (30) days. If the Tenant does not submit the recertification information within thirty (30) days of the notice, the Tenant will be placed in court and subject to eviction under Section 21(a) of this agreement for material non-compliance with the terms of this Lease.

19. ACCESS TO PREMISES

- A. Landlord shall be allowed immediate access to the apartment in emergency situations. If Tenant is not present, Landlord may enter the unit by a master key. Landlord will attempt to notify the Tenant of any entry twenty-four (24) hours in advance.
- B. Tenant will let Landlord enter the unit at reasonable times to perform routine maintenance services.
- C. The Tenant agrees to allow the Landlord to inspect the unit on an annual basis. The Landlord will give the Tenant at least seventy-two (72) hours notice prior to the inspection.
- D. Periodically, the Agency may conduct apartment inspections. The Tenant agrees to allow such inspections. The Tenant will be notified at least seventy-two (72) hours in advance of any inspection
- E. During the thirty (30) day period prior to the end of the tenancy or Lease, Tenant will allow Landlord to enter the unit at reasonable hours to show the apartment to possible new tenants.
- F. If Tenant moves before the Lease ends, Landlord may enter the unit to decorate, remodel after or otherwise prepare the unit for re-occupancy.

20. TENANTS' OPTION TO RENEW

Tenant will give Landlord written notice thirty (30) days before the end of the Lease as to whether Tenant intends to renew the Lease or to vacate the unit.

In the absence of notice to the contrary, the Lease will be deemed automatically renewed by Landlord and Tenant for another one (1) year term. Rent changes and adjustments in Tenant surcharges can be effected for the new Lease term, or part thereof, in accord with the rent adjustment (Paragraph 6) and recertification (Paragraph 18) processes.

If Tenant is vacating the unit within the thirty (30) days prior to the expiration of the Lease term and does not give Landlord the full thirty (30) day's notice, Tenant will be liable for the monthly rent until such time as the unit is re-rented.

If Tenant vacates the unit at any other time during the Lease term, except as provided in Paragraph 15, Tenant will be liable for the monthly rent up to the term of the Lease or until such time as the unit is re-rented.

If the Tenant vacates the unit before the end of the first one-year Lease term, the Tenant is responsible for paying the Landlord the pro rata share of repainting the unit based on the current Schedule of Maintenance Charges as posted in the Management Office. The pro rata share is determined as follows:

$$\begin{array}{r}
 (5) \\
 12 \text{ minus} \\
 \text{no of month} \\
 \text{unit was occupied}
 \end{array}
 \times \text{Actual cost of painting} = \text{Tenant repainting}$$

If required

12

charge

Any changes in the terms and conditions of the Lease, excluding rent, charges, fees, surcharges, will be provided to Tenant at least ninety (90) days before the end of the Lease term. Such changes will become effective with the new Lease term.

#### 21. TERMINATION OF TENANCY BY THE LANDLORD

Landlord may terminate this Lease/tenancy for any lawful reason or good cause. A general right of re-entry is reserved for violation of any lease provision.

In addition, Tenant acknowledges and agrees that the following are reasonable lease terms for which the Landlord reserves a right of re-entry and the violation of which shall be grounds for eviction.

A. Material non-compliance with the terms of this Lease including, but not limited to non-payment of rent, including additional rent and surcharges, beyond any grace period available under State law; failure to reimburse Landlord within thirty (30) days for repairs made under Paragraph 14; repeated late payment of rent; permitting unauthorized person to live in the unit; serious or repeated damage to the unit or common area; creation of physical hazards, serious or repeated interference with the un-authorized alteration to the unit; refusing inspections/access per Paragraph 119 and 25; failure to meet recertification requirements; and giving Landlord false information regarding income or other factors considered in determining Tenant's rent, surcharge and eligibility for a unit.

B. Tenant actions which endanger the health, safety or welfare of the other tenants residing in the Development.

C. Tenant's material failure to carry out obligations under applicable State statute, Agency regulations, directives, policies, procedures or guidelines and local laws and ordinances.

D. Tenant's failure to maintain the unit in a habitable condition.

E. Tenant is not able to maintain the unit in a habitable condition because of his/her physical needs and, in addition, the Tenant fails to make suitable arrangements for someone to aid him/her in maintaining the premises in a habitable condition or in caring for his/her physical needs.

F. Holding over beyond the term without agreeing to a new Lease, including Tenant's refusal to accept a reasonable change to this Lease.

G. Material violations of the Development's rules and regulations

22. Foreclosure or similar proceedings against the Landlord, in which the party foreclosing requires the vacating of the units and the same is granted by a court of law or equity.

Tenant understands and agrees that the above are grounds for eviction and that the violation of promises in this Lease, including those above are grounds for his/her removal in an eviction proceeding. Landlord specifically reserves the legal right of re-entry in such circumstances.

#### 23. NOTICES

A. The Landlord's notice is given when handed to Tenant, mailed to Tenant or left at Tenant's apartment.

B. Tenant's notice to Landlord is given when sent by certified mailed or hand delivered to Landlord at the end of this Lease. Landlord shall notify Tenant of any change of this address in writing.

C. All Lease/tenancy termination notices will specify the date that the Lease/Tenancy will be determined and then reason for the termination.

D. All Rent Adjustment Notices will state the new amount of the Tenant is required to pay the date the new amount is effective and the reasons for the change in rent. Landlord is to notify Tenant in writing at least one full calendar month prior to the effective date of a rent adjustment.

#### 24. CONTENTS OF THE LEASE

The Lease and its Attachments, as may be amended, make up the entire agreement between Tenant and Landlord. Any changes to this Lease must be in writing and must be executed by both Tenant and Landlord unless provided herein. If any court declares, any provisions of the Lease invalid, all other terms of the Lease will remain in effect. Landlord's or Tenant's failure to enforce a provision of this Lease does not prevent future enforcement of that provision. In the event of the sale or lease of the Development, the new Landlord will assume the obligations under this Lease, as required by the Agency

This Lease is subordinate to all underlying leases and to all mortgages of the Development and is subject to the effects of any modification in such underlying leases and mortgages. This means that if those underlying leases or mortgages in the Development are changed, or foreclosure or other proceedings based upon them are brought against the property or the Landlord, the rights of the parties holding such leases or mortgages are greater than Tenant's rights.

In the event that any provision of this Lease shall be deemed to be in conflict with the Agency statute, if financed by the NJ Housing and Mortgage Finance Agency N.J.S.A. 55:14K-1 et seq., or regulations, said statutes and regulations shall take precedence.

**24. MAJOR REHABILITATION**

Should the Landlord undertake a major rehabilitation of the unit or the Development, the Tenant agrees to temporarily relocate during the rehabilitation period to permit the work.

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**25. ATTACHMENTS**

The checked attachments are attached to and made part of this Lease. Receipt of a copy of this Lease with Attachments is hereby acknowledged.

- 1. Applicable Agency Form – Certification and Recertification of income
- 2. Unit Inspection Report
- 3. Rules and Regulations of the Development
- 4. Truth in Renting Statement pursuant to N.J.S.A. 46:8 thru 49.  
(Note: Not all provisions contained in this statement are applicable to this housing development.)
- 5. Statement of recorded owner of Development pursuant to N.J.S.A. 46:8-27 thru 37.
- 6. Notification of Federal Crime Insurance pursuant to N.J.S.A. 46:8-38 thru 42
- 7. The following Agency –approved Attachments are also part of this Lease.

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IN WITNESS WHEREOF, the parties have signed this Lease

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

Bay Bay Senior Housing Urban Renewal, LP  
Landlord

By: Managing Agent  
Agent (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: TBD  
Title: Property Manager

\_\_\_\_\_  
Date

Notices to Landlord shall be sent by certified mail to:

Bay Bay Senior Housing Urban Renewal, LP  
9-11 Martin Luther King Jr. Drive  
Jersey City, New Jersey 07305

## **Exhibit C**

### **Breakdown of Total Project Cost**

**BREAKDOWN OF COSTS & BASIS -- 2008**

Reviewer: \_\_\_\_\_  
 Stage: \_\_\_\_\_

Print Date: 02-Apr-08

Project Name: Bay Bay Senior Housing  
 Municipality: Jersey City  
 County: Hudson

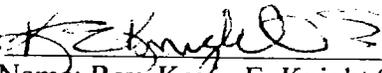
QCT n (Y or N)  
 DDA y (Y or N)  
 Special Needs n (Y or N)  
 Scattered Site Single/Duplex n (Y or N)

	Development Cost	Non-Depreciable Costs	Non-Eligible Costs	Eligible Basis for Rehab / NC	Eligible Basis for Acquisition
<b>ACQUISITION</b>					
Building					
Relocation					
Other					
<b>CONSTRUCTION</b>					
Demolition					
Off-Site Improvements					
Residential Structures	\$10,835,299			\$10,835,299	
Environmental Clearances					
Surety & Bonding					
Building Permits					
Community Service Facility	\$600,000			\$600,000	
Garage Parking	\$1,950,000			\$1,950,000	
Fire Suppression System					
Green Features					
Other					
<b>CONTRACTOR FEE</b>					
Contractor Overhead & Profit	\$1,137,750			\$1,137,750	
General Requirements	\$1,137,750			\$1,137,750	
<b>CONTINGENCY</b>					
Hard Contingency	5.00% \$783,000			\$783,000	
Soft Contingency					
<b>PROFESSIONAL SERVICES</b>					
Appraiser & Market Study	\$20,000			\$20,000	
Architect	\$534,424			\$534,424	
Attorney	\$7,500			\$7,500	
Cost Certification / Audit	\$10,000			\$10,000	
Engineering	\$437,086			\$437,086	
Environmental Consultant	\$10,000			\$10,000	
Historical Consultant					
Professional Planner					
Soil Investigation	\$10,000			\$10,000	
Surveyor	\$7,500			\$7,500	
<b>CARRYING &amp; FINANCING</b>					
Interest	\$195,000			\$195,000	
Points & Bank Fees	\$56,591			\$56,591	
R.E. Taxes	\$20,000			\$20,000	
Insurance	\$90,000			\$90,000	
Title Insurance & Recording	\$5,600			\$5,600	
Utility Connection Fees					
Other Impact Fees					
Tax Credit Fees	\$32,500	\$32,500			
Other					
<b>SUB-TOTAL</b>	<b>\$17,880,000</b>	<b>\$32,500</b>		<b>\$17,917,500</b>	
<b>DEVELOPMENT FEE</b>					
	7.99% \$1,428,000			\$1,428,000	
<b>LAND</b>					
	\$1,000,000	\$1,000,000	X	X	
<b>ORGANIZATIONAL COSTS</b>					
			X	X	
<b>SYNDICATION EXPENSES</b>					
	\$25,000	(\$5,000)	X	X	
<b>MARKETING EXP &amp; HAS FEES</b>					
	\$14,000	(\$3,000)	X	X	
<b>RESERVES</b>					
Working Capital	\$1,400,000	\$1,400,000	X	X	
Replacement Reserves			X	X	
Operating Deficit Reserve	\$500,000	\$500,000	X	X	
Debt & Insurance			X	X	
Tax			X	X	
Other			X	X	
<b>STG / RB COST-BENEFIT</b>					
			X	X	
<b>TOTAL</b>	<b>\$21,017,000</b>	<b>\$1,741,500</b>		<b>\$19,275,500</b>	

## Exhibit C-1

### Total Project Cost Certification

On this 2<sup>nd</sup> day of June 2008, the undersigned being the developer of Bay Bay Senior Housing Development do certify that to the best of my knowledge and belief Exhibit C accurately reflects the estimated Total Development Cost of the Project proposed on Block 1356 Lots: 15, 16A.99, 17.B, 107A.99 and 109.B more commonly referred to as 127, 129 & 131 Warner Avenue and 9-11, 13 Dr. Martin Luther King Jr. Drive., Jersey City, New Jersey.

By:   
Name: Rev. Kevin E. Knight Sr.  
Title: President & CEO

## Exhibit D

### Annual Gross Revenue Calculation Real Estate Tax Calculation for Tax Abatement

#### P.I.L.O.T on Residential

Gross Residential Rents	\$498,624
Less Vacancy	(-) 34,904
Less Utilities	(-) 94,000

Gross Sheltered Rents	\$369,720
-----------------------	-----------

x Rate	15.00%
--------	--------

<b>Real Estate Taxes</b>	<b>\$ 55,458</b>
--------------------------	------------------

#### P.I.L.O.T on Commercial

Gross Commercial Rents	\$ 66,450
Less Vacancy	(-) 6,645

Effective Gross Income	\$ 59,805
------------------------	-----------

x Rate	15.00%
--------	--------

<b>Real Estate Taxes</b>	<b>\$ 8,970</b>
--------------------------	-----------------

<b>Total Real Estate Taxes</b>	<b>\$ 64,428</b>
--------------------------------	------------------

**Exhibit E**

**Projected Statement of Operations  
(Income & Expenses)**



FEDERAL LOW INCOME HOUSING TAX CREDITS  
CALENDAR YEAR - 2008

NET OPERATING INCOME

Bay Bay Senior Housing  
Jersey City  
Hudson

Tenant Population Elevator (Y or N) Rehab or New	Senior
	Y
New	

PER UNIT or %	ANNUAL TRENDING	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15
ADMINISTRATION	3.00%	\$21,100	\$21,755	\$22,384	\$23,055	\$23,746	\$24,458	\$25,191	\$25,946	\$26,724	\$27,525	\$28,350	\$29,200	\$30,076	\$30,978	\$31,907
SALARIES	3.00%	\$60,000	\$61,800	\$63,654	\$65,563	\$67,529	\$69,554	\$71,640	\$73,789	\$76,002	\$78,282	\$80,630	\$83,048	\$85,539	\$88,105	\$90,748
MAINTENANCE CONTRACTS	3.00%	\$17,400	\$17,922	\$18,459	\$19,012	\$19,582	\$20,169	\$20,774	\$21,397	\$22,038	\$22,699	\$23,379	\$24,080	\$24,802	\$25,546	\$26,312
INSURANCE	3.00%	\$10,000	\$10,300	\$10,609	\$10,927	\$11,254	\$11,591	\$11,938	\$12,296	\$12,664	\$13,043	\$13,434	\$13,837	\$14,252	\$14,679	\$15,119
UTILITIES	3.00%	\$54,542	\$56,478	\$58,472	\$60,526	\$62,641	\$64,820	\$67,084	\$69,436	\$71,876	\$74,404	\$77,021	\$79,728	\$82,526	\$85,416	\$88,397
<b>SUBTOTAL</b>		<b>\$173,042</b>	<b>\$178,233</b>	<b>\$183,578</b>	<b>\$189,083</b>	<b>\$194,762</b>	<b>\$200,592</b>	<b>\$206,607</b>	<b>\$212,803</b>	<b>\$219,184</b>	<b>\$225,757</b>	<b>\$232,527</b>	<b>\$239,501</b>	<b>\$246,685</b>	<b>\$254,084</b>	<b>\$261,705</b>
UTILITIES	1.00%	\$94,000	\$96,820	\$99,724	\$102,715	\$105,796	\$108,969	\$112,238	\$115,605	\$119,073	\$122,645	\$126,324	\$130,113	\$134,016	\$138,036	\$142,177
MANAGEMENT FEE	6.50%	\$29,917	\$30,515	\$31,123	\$31,747	\$32,381	\$33,028	\$33,688	\$34,361	\$35,048	\$35,748	\$36,462	\$37,191	\$37,934	\$38,692	\$39,465
RENTAL FEE TAXES	18.64%	\$84,761	\$86,456	\$88,185	\$89,948	\$91,746	\$93,580	\$95,451	\$97,360	\$99,307	\$101,293	\$103,318	\$105,384	\$107,491	\$109,640	\$111,832
MAINTENANCE	3.00%	\$550,000	\$567,550	\$585,272	\$603,167	\$621,236	\$639,480	\$657,900	\$676,500	\$695,280	\$714,240	\$733,380	\$752,700	\$772,200	\$791,880	\$811,740
OTHER	3.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER	3.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER	3.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL OPERATING EXPENSES</b>		<b>\$6,164,533</b>	<b>\$6,304,546</b>	<b>\$6,442,289</b>	<b>\$6,584,360</b>	<b>\$6,729,574</b>	<b>\$6,878,639</b>	<b>\$7,031,123</b>	<b>\$7,187,645</b>	<b>\$7,347,724</b>	<b>\$7,511,872</b>	<b>\$7,680,608</b>	<b>\$7,853,533</b>	<b>\$8,031,442</b>	<b>\$8,214,156</b>	<b>\$8,401,771</b>
<b>NET OPERATING INCOME</b>		<b>\$104,405</b>	<b>\$103,449</b>	<b>\$102,385</b>	<b>\$101,207</b>	<b>\$99,910</b>	<b>\$98,485</b>	<b>\$96,930</b>	<b>\$95,237</b>	<b>\$93,400</b>	<b>\$91,416</b>	<b>\$89,277</b>	<b>\$86,974</b>	<b>\$84,503</b>	<b>\$81,856</b>	<b>\$79,026</b>
DEBT SERVICE		\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816	\$86,816
FIRST HARD DEBT SERVICE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FIRST HARD DEBT SERVICE FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SECOND HARD DEBT SERVICE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>CASH FLOW AFTER HARD DEBT</b>		<b>\$17,589</b>	<b>\$16,633</b>	<b>\$15,569</b>	<b>\$14,391</b>	<b>\$13,094</b>	<b>\$11,669</b>	<b>\$10,114</b>	<b>\$8,421</b>	<b>\$6,584</b>	<b>\$4,600</b>	<b>\$2,461</b>	<b>\$1,158</b>	<b>-\$2,313</b>	<b>-\$4,960</b>	<b>-\$7,790</b>
HOME EXPENSES (DEBT SERVICE) (If Applicable)		\$8,795	\$8,317	\$7,785	\$7,196	\$6,547	\$5,835	\$5,057	\$4,211	\$3,292	\$2,300	\$1,251	\$79	N/A	N/A	N/A
<b>RATIO ANALYSIS</b>																
FIRST HARD DEBT SERVICE RATIO		1.2	1.19	1.18	1.17	1.15	1.13	1.12	1.11	1.08	1.05	1.03	1	0.97	0.94	0.91
EXPENSES TO REVENUE RATIO		0.8	0.81	0.81	0.82	0.82	0.83	0.84	0.84	0.85	0.85	0.86	0.87	0.87	0.88	0.89
<b>OPERATING DEFICIT RESERVE</b>																
INITIAL DEFICIT	3.00%	\$15,000	\$15,450	\$15,913	\$16,390	\$16,882	\$17,389	\$17,910	\$18,448	\$19,001	\$19,571	\$20,158	\$20,763	\$21,386	\$22,028	\$22,688
DEFICIT FOR CASH FLOW SURPLUS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PAID IN FULL	\$500,000	\$515,000	\$530,450	\$546,363	\$562,753	\$579,635	\$597,024	\$614,934	\$633,382	\$652,383	\$671,954	\$692,112	\$712,875	\$734,248	\$756,234	\$778,834

**Exhibit E-1**

**Municipal Land Use Approvals**

**Resolution of the Planning Board of the City of Jersey City**

**RESOLUTION OF THE PLANNING BOARD OF THE CITY OF JERSEY CITY**

**APPLICANT: COMMUNITY OUTREACH TEAM, INC.**

**FOR: PRELIMINARY MAJOR SITE PLAN APPROVAL  
9-21 MARTIN LUTHER KING DRIVE, 127-131 WARNER  
AVENUE, AND 30-32 MCADOO AVENUE, JERSEY CITY,  
NEW JERSEY  
BLOCK 1356, LOTS 107A.99, 109B, 112A.99, A.15, 17.B,  
16A.99, AND 15; AND BLOCK 1357, LOTS 113A AND 114**

**CASE NO. P08-029**

**WHEREAS**, the applicant, **COMMUNITY OUTREACH TEAM, INC.** (the "applicant") submitted an application with respect to premises located at 9-21 Martin Luther King Drive, 127-131 Warner Avenue, and 30-32 McAdoo Avenue in the City of Jersey City, Block 1356, Lots 107A.99, 109b, 112A.99, A.15, 17.B, 16A.99, and 15; and Block 1357, Lots 113A And 114, for preliminary major site plan approval for the construction of a building with a sixty-eight unit residential component, retail space, and a community center component; and

**WHEREAS**, due notice of a hearing before the Planning Board of Jersey City, on March 25, 2008, at 5:30 p.m., was duly published and notices were sent out to property owners within 200' of the subject property as prescribed in the Zoning Ordinance of the City of Jersey City, and testimony was given and the Planning Board of Jersey City adjourned such hearing until April 8, 2008, at 5:30 p.m., without requiring that additional notice be given; and

**WHEREAS**, the applicant has submitted proof that it has complied with the applicable procedural requirements including the payment of fees and public notices; and

**WHEREAS**, all testimony having been formally heard for this application; and

**WHEREAS**, after consideration of the application and the testimony presented at the meeting the Planning Board has made the following findings of fact:

**FINDINGS OF FACT**

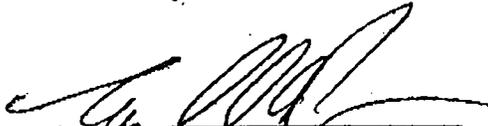
1. The site, which is located in the Martin Luther King Drive Redevelopment Plan Area (Residential Zone/Senior Housing Overlay District), is currently vacant, unimproved land, in part, and also contains a community center, which will be demolished; and
2. There are deviations required for the number of parking spaces and the rear-yard set-back; and

3. The residential portion of the project is intended to qualify as affordable housing for senior citizens; and
4. The proposed project is to be developed at the intersection of Martin Luther King Drive and Warner Avenue.
5. Senior citizen housing, retail space, and community facilities are permitted in the Martin Luther King Drive Redevelopment Plan Area (Residential Zone/Senior Housing Overlay District); and
6. The project proposes to merge the existing contiguous seven lots.
7. The development will consist of sixty-eight residential units, retail space, and a community center, with fifty-two parking spaces provided on-site (including on the property located on McAdoo Avenue); and
8. The subject property is in conformity with the zoning requirements of the City of Jersey City with the exception of deviations required for the number of parking spaces and the rear-yard set-back; and
9. The applicant provided testimony regarding the ability to utilize valet parking to enable the applicant to obtain twenty-six additional parking spaces when needed and also presented a letter agreement between the applicant and the Jersey City Board of Education, which indicates the ability of the applicant to utilize the parking lot located at PS #34 for overflow parking during weekends and evening special events.
10. The rear-yard set-back is a de minimus deviation from the requirements in the zone which will not adversely affect any of the surrounding properties.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Board of the City of Jersey City, County of Hudson, and State of New Jersey, for the foregoing reasons, approves the within application for preliminary major site plan approval to wit: Case No. P08-029 to permit the construction of sixty-eight residential units, retail space, and a community center, at the property located at 9-21 Martin Luther King Drive, 127-131 Warner Avenue, and 30-32 McAdoo Avenue in the City of Jersey City, Block 1356, Lots 107A.99, 109b, 112A.99, A.15, 17.B, 16A.99, and 15; and Block 1357, Lots 113A and 114, and located within the Martin Luther King Drive Redevelopment Plan Area (Residential Zone/Senior Housing Overlay District) in accordance with the plans and testimony submitted to the Planning Board of the City of Jersey City.

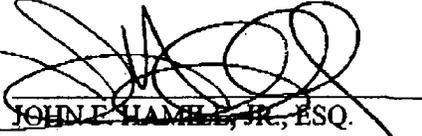
**APPLICANT:** COMMUNITY OUTREACH TEAM, INC.  
**FOR:** PRELIMINARY MAJOR SITE PLAN APPROVAL  
 9-21 MARTIN LUTHER KING DRIVE, 127-131 WARNER  
 AVENUE, AND 30-32 MCADOO AVENUE, JERSEY CITY,  
 NEW JERSEY.  
 BLOCK 1356, LOTS 107A.99, 109B, 112A.99, A.15, 17.B,  
 16A.99, AND 15; AND BLOCK 1357, LOTS 113A AND 114  
**CASE NO.** P08-029  
**VOTE:** 5-0

COMMISSIONER:	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Leon Yost, Commissioner	X			
Larry Eccleston, Commissioner	X			
Walter Boraczek, Commissioner	X			
Stephen Lipski, Commissioner	X			
Karen McIntyre, Commissioner	X			

  
 MICHAEL RYAN, CHAIRMAN  
 JERSEY CITY PLANNING BOARD

  
 ROBERT COTTER, SECRETARY  
 JERSEY CITY PLANNING BOARD

APPROVED AS TO LEGAL FORM

  
 JOHN P. HAMPLE, JR., ESQ.

DATE OF HEARING: March 25, 2008 and April 8, 2008

DATE OF MEMORIALIZATION: April 22, 2008

**Exhibit F**

**Real Estate Tax Assessments**

Property Detail

<b>Block:</b> 135b	<b>Prop Loc:</b> 9 11 M.L. KING DR	<b>Owner:</b> HEAVENLY TEMPLE CHURCH OF GOD	<b>Square Ft:</b> 0
<b>Lot:</b> 107A 99	<b>District:</b> 0906 JERSEY CITY	<b>Street:</b> 15 M.L. KING DR.	<b>Year Built:</b>
<b>Qual:</b>	<b>Class:</b> LSD	<b>City State:</b> JERSEY CITY, NJ 07305	<b>Style:</b>
<b>Block:</b>	<b>Acct Num:</b> 00600055	<b>Add Lots:</b>	<b>EPL Code:</b> 23 10 95
<b>Prior Lot:</b>	<b>Mtg Acct:</b>	<b>Land Desc:</b> 50X95	<b>Statute:</b> 54:4-3.6
<b>Prior Qual:</b>	<b>Bank Code:</b> 0	<b>Bldg Desc:</b> VACANT LAND	<b>Initial:</b> 101775 <b>Further:</b> 110100
<b>Updated:</b> 07/01/07	<b>Tax Codes:</b>	<b>Class4Cd:</b> 0	<b>Desc:</b> VACANT LAND
<b>Zone:</b>	<b>Map Page:</b> 0801	<b>Acreage:</b> 0.109	<b>Taxes:</b> 0.00 / 0.00

**Sale Date:** 08/20/75 **Book:** 3190 **Page:** 4 **Price:** 0 **NU#:** 0

TAX TYPE INFORMATION

Year	Property	Value	Exemption	Assessed
2008	HEAVENLY TEMPLE CHURCH OF GOD 15 M.L. KING DR JERSEY CITY, NJ 07305	14700	0	14700

Property Detail

**Block:** 1356    **Prop Loc:** 15 M.L. KING DRIVE    **Owner:** HEAVENLY TEMPLE CHURCH OF GOD    **Square Ft:** 0  
**Lot:** 094B    **District:** 0906 JERSEY CITY    **Street:** 15 M.L. KING DR    **Year Built:**  
**Qual:**    **Class:** 15D    **City State:** JERSEY CITY, NJ 07305    **Style:**  
**Block:**    **Acct Num:** 0021 0967    **Add Lots:**    **EPL Code:** 21 10 95  
**Prior Lot:**    **Mtg Acct:**    **Land Desc:** 38X95    **Statute:** 54.4-3.6  
**Prior Qual:**    **Bank Code:** 0    **Bldg Desc:** VACANT LAND    **Initial:** 101779 **Further:** 110187  
**Updated:** 10/25/06    **Tax Codes:**    **Class4Cd:** 0    **Desc:** VACANT LAND  
**Zone:**    **Map Page:** 0801    **Acreage:** 0.0611    **Taxes:** 0.00 / 0.00

**Sale Date:** 08/20/75    **Book:** 3190 **Page:** 4    **Price:** 0 **NU#:** 0

TAX ESTIMATE

Year	Owner	Assessed Value	Exemption	Amount
2008	HEAVENLY TEMPLE CHURCH OF GOD 15 M.L. KING DR. JERSEY CITY, NJ 07305	7400	0	7400
2007	HEAVENLY TEMPLE CHURCH OF GOD 15 M.L. KING DR. JERSEY CITY, NJ 07305	7400	0	7400
2006	HEAVENLY TEMPLE CHURCH OF GOD 15 M.L. KING DR. JERSEY CITY, NJ 07305	7400	0	7400
2005	HEAVENLY TEMPLE CHURCH OF GOD 15 M.L. KING DR. JERSEY CITY, NJ 07305	7400	0	7400

Property Detail

**Block:** 1356      **Prop Loc:** 127 WARNER AVE      **Owner:** HEAVENLY T.C.CHURCH OF GOD IN CHRIST      **Square Ft:** 0  
**Lot:** 17 B      **District:** 0906 JERSEY CITY      **Street:** 127 WARNER AVE      **Year Built:**  
**Qual:**      **Class:** 2      **City State:** JERSEY CITY, NJ 07305      **Style:**  
**Block:**      **Acct Num:** 50210827      **Add Lots:**      **EPL Code:** 1-1-0  
**For Lot:**      **Mtg Acct:**      **Land Desc:** 33X100      **Statute:**  
**Prior Qual:**      **Bank Code:** 0      **Bldg Desc:** 1.55 F D-10 H      **Initial:** 000000 Further: 000000  
**Updated:** 04/11/08      **Tax Codes:** A01      **Class4Cd:** 0      **Desc:**  
**Zone:**      **Map Page:** 0801      **Acreeage:** 0.0528      **Taxes:** 1418.54 1150.04

**Sale Date:** 03/24/08      **Book:** 8476      **Page:** 264      **Price:** 149000      **NU#:** 0

03/24/08      8476      264      149000      17      50.87      HEAVENLY TEMPLE CH OF GOD IN CHRIST  
 03/24/08      8476      264      149000      17      50.87      HEAVENLY TEMPLE CH OF GOD IN CHRIST

Year	Owner	Area	Value	Code	Price
2008	MC DONALD, CHRISTOPHER	5400	0	46000	
	127 WARNER AVE	39600			
	JERSEY CITY, NJ 07305	46000			
2007	MC DONALD, CHRISTOPHER	5400	0	46000	
	127 WARNER AVE.	39600			
	JERSEY CITY, NJ 07305	46000			
2006	MC DONALD, CHRISTOPHER	5400	0	46000	
	127 WARNER AVE.	39600			
	JERSEY CITY, NJ 07305	46000			
2005	MC DONALD, CHRISTOPHER	5400	0	46000	
	127 WARNER AVE	39600			
	JERSEY CITY, NJ 07305	46000			

**Property Detail**

**Block:** 1556      **Prop Loc:** 129 WARNER AVE      **Owner:** HEAVENLY TEMPLE CHURCH OF GOD IN C.      **Square Ft:** 0  
**Lot:** 16A09      **District:** 0906 JERSEY CITY      **Street:** 15-21 M.L. KING DR.      **Year Built:**  
**Qual:**      **Class:** 2      **City State:** JERSEY CITY, N.J. 07305      **Style:**  
**Block:**      **Acct Num:** 0000190      **Add Lots:**      **EPL Code:** 000  
**Prior Lot:**      **Mtg Acct:**      **Land Desc:** 18X1641RR      **Statute:**  
**Prior Qual:**      **Bank Code:** 0      **Bldg Desc:** 25-F-D-20 H CIX      **Initial:** 000000 Further: 00000  
**Updated:** 04/04/08      **Tax Codes:** A01      **Class4Cd:** 0      **Desc:**  
**Zone:**      **Map Page:** 0301      **Acreege:** 0      **Taxes:** 1690.28 / 1405.79

**Sale Date:** 06/07/05      **Book:** 2576      **Page:** 51      **Price:** 180000      **NU#:** 0

Year	Description	Area	Value	Price	Tax
2008	HEAVENLY TEMPLE CHURCH OF GOD IN C 15-21 M.L. KING DR. JERSEY CITY, N.J. 07305	9200	45600	0	54800
2007	HEAVENLY TEMPLE CHURCH OF GOD IN C. 15-21 M.L. KING DR. JERSEY CITY, N.J. 07305	9200	45600	0	54800

Property Detail

**Block:** 1356    **Prop Loc:** 131 WARNER AVE.    **Owner:** COMMUNITY OUTREACH TEAM, INC    **Square Ft:** 0  
**Lot:** 15    **District:** 0906 JERSEY CITY    **Street:** 15-21 M.L. KING DR    **Year Built:**  
**Qual:**    **Class:** 2    **City State:** JERSEY CITY, N.J. 07305    **Style:**  
**Block:**    **Acct Num:** 00213801    **Addi Lots:**    **EPL Code:** 0 0 0  
**Prior Lot:**    **Mtg Acct:**    **Land Desc:** 25X163 AV    **Statute:**  
**Prior Qual:**    **Bank Code:** 0    **Bldg Desc:** 2S F D 1U H    **Initial:** 000000    **Further:** 000000  
**Updated:** 04/04/08    **Tax Codes:** A01    **Class4Cd:** 0    **Desc:**  
**Zone:**    **Map Page:** 0801    **Acreeage:** 0.0935    **Taxes:** 1449.69 / 1205.60

**Sale Date:** 01/05/07    **Book:** 8084    **Page:** 311    **Price:** 180000    **NU#:** 0  
 01/05/07    8084    311    180000    26.11    COMMUNITY OUTREACH TEAM, INC.

Year	Owner Information	Area	Lot Area	Assessed Value
2008	COMMUNITY OUTREACH TEAM, INC. 15-21 M.L. KING DR. JERSEY CITY, N.J. 07305	8200	0	47000
2007	COMMUNITY OUTREACH TEAM, INC. 15-21 M.L. KING DR. JERSEY CITY, N.J. 07305	8200	0	47000
2006	FRENCH, LONNIE 131 WARNER AVE. JERSEY CITY, N.J. 07305	8200	0	47000
2005	FRENCH, LONNIE 131 WARNER AVE. JERSEY CITY, N.J. 07305	8200	0	47000

# ✓ **Exhibit G**

## **Real Estate Taxes**

The following properties are owned by Heavenly Temple Church of God: Block 1356, Lots 107A.99, 109.B, 17.B and 16A.99. The street addresses for these properties are 9-11, 13, 127 and 129 Warner Avenue. Heavenly Temple Church of God has paid the real property taxes on these properties.

The following property is owned by Community Outreach Team, Inc.: Block 1356, Lot 15. The street address for this property is 131 Warner Avenue. Community Outreach Team, Inc has paid the real property taxes on this property.

## Exhibit H

### Disclosure Statement

**Bay Bay Senior Housing Urban Renewal, LP**, is a Limited Partnership formed for the business of developing and owning a multi-family low-income rental senior housing development located in Jersey City, NJ.

1% Owner - The Limited Partner is **Bay Bay Senior Housing, LP** whose registered agent is Rev. Kevin E. Knight Sr. located at 15 Dr. Martin Luther King Jr. Drive.

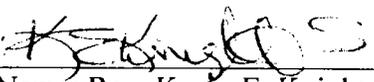
99% Owner - The General Partner is **Community Outreach Team** located at 15 Dr. Martin Luther King Jr. Drive, Jersey City, NJ 07305.

## Exhibit I

### Certificate of Construction Commencement

The undersigned being the developer of the Bay Bay Senior Housing Development a proposed low-income rental senior housing development hereby certifies that:

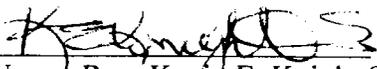
1. Construction of the Project has not and will not commence prior to the final approval and execution of the Financial Agreement between the city and the undersigned.
2. The forgoing statements made this 2<sup>nd</sup> day of June 2008 are true to the best of our knowledge and I understand that if it is willfully false, I am subject to punishment.

By:   
Name: Rev. Kevin E. Knight Sr.  
Title: President & CEO

## Exhibit J

### Compliance with State and Local Laws

On this 2<sup>nd</sup> day of June 2008 the undersigned, being the developer of Bay Bay Senior Housing Development hereby affirms that the multi-family low-income rental senior housing development will comply with State and Local laws.

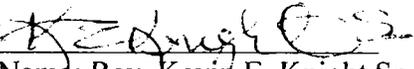
By:   
Name: Rev. Kevin E. Knight Sr.  
Title: President & CEO

## Exhibit K

### Certification of Truthfulness

The undersigned being the developer of the Bay Bay Senior Housing Development, a proposed multi-family low-income rental senior housing development to be located at Block 1356, Lots: 107A.99, 109.B, 17.B, 15, and 16A.99 as shown on the Official Assessment map of the City of Jersey City, and more commonly referred to as 9-11, 13, Martin Luther King Drive, Jersey City, NJ, 127, 129, and 131 Warner Avenue, Jersey City, NJ.

1. All information contained in the application for tax abatement is true and correct to the developer's knowledge, after he/she has made diligent inquiry to confirm the accuracy of all information.
2. The forgoing statement made by me this 2<sup>nd</sup> day of June 2008 is true to the best of my knowledge and I understand that if it is willfully false, I am subject to punishment.

By:   
Name: Rev. Kevin E. Knight Sr.  
Title: President & CEO

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

Re: 131, 129, and 127 Warner Avenue and 9-13  
Dr. Martin Luther King, Jr. Drive, Block  
1356 Lots: 15, 16A.99, 17B, 107A.99 and  
109B  
An Urban Enterprise Zone

### **PREAMBLE**

THIS FINANCIAL AGREEMENT, (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between **BAY BAY SENIOR HOUSING URBAN RENEWAL, LP**, an urban renewal limited partnership 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 15 Dr. Martin Luther King, Jr. Drive, Jersey City, New Jersey 07305 (the "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 (the "City").

### **RECITALS**

#### **WITNESSETH:**

WHEREAS, the Entity is the Lessee of certain property designated as Block 1356, Lots: 15, 16A.99, 17B, 107A.99 and 109B more commonly known by the street address of 131, 129, and 127 Warner Avenue, and 9-13 Dr. Martin Luther King, Jr. Drive (hereinafter "Dr. Martin Luther King, Jr. Drive"), and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is an affordable housing project located within the boundaries of Urban Enterprise Zone; and

WHEREAS, the Entity plans to construct One (1) ten story building, containing 68 Studio, One, Two and Three Bedroom rental residential units and 44 off street parking spaces

affordable to low and moderate income senior citizens; and

WHEREAS, on \_\_\_\_\_, 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 \$ \_\_\_\_, if the property were subject to conventional taxes, whereas, the Annual Service Charge as estimated, and will generate revenue to the City of approximately \$ \_\_\_\_\_;
- (2) it is expected that the Project will create approximately \_\_\_\_ jobs during construction and \_\_\_\_ 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 68 rental units of affordable housing which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

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

- (1) the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and
- (2) the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will insure the likelihood of the success of the Project and insure that it will have a positive impact on the surrounding area;

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, \_\_\_\_\_, 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:

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

(B) 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).

(C) 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.

(D) 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.

(E) 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.

(F) 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.

(G) 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.

(H) 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.

(I) 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.

(J) Entity - The term Entity within this Agreement shall mean Bay Bay Senior Housing Urban Renewal, 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.

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

(L) 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.

(M) 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.

(N) 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.

(O) 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 \_\_\_\_\_ 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 all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

(P) Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of:

(i) 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 \$1.00; or

(ii) the sum of \$ \_\_\_\_\_ 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.

(Q) 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:

(i) 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; and (f) all debt service.

(iii) 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.

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

(S) 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.

(T) Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax abatement.

(U) 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 Abatement**

The City hereby grants its approval for a tax abatement 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 1356 Lots: 15, 16A.99, 17B, 107A.99 and 109B, more commonly known by the street address of 131, 129, and 127 Warner Avenue, and 9-13 Dr. Martin Luther King, Jr. Drive 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 in accordance with N.J.S.A. 40A:20-5.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it will construct one (1) ten story building, consisting of 68 studio, one, two and three bedroom residential units, and 44 off the street parking spaces affordable to low and moderate income senior citizens, 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 or will be 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 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 \_\_\_ years from the date of the adoption of Ordinance \_\_\_ on \_\_\_\_\_, 2008, which approved the tax exemption for 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:

(A) 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 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 Section 4.2 of this Agreement.

(B) 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. If the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

#### **Section 4.2 Schedule of Annual Service Charge**

(A) The first stage of the exemption period shall commence with the Substantial Completion of the Project and continue for 15 years. During the first stage of the exemption period, the Entity shall pay the municipality an annual service charge for municipal services supplied to the Project in accordance with Section 4.1 above.

(B) The second stage of the exemption period shall continue for six years. During the second stage of the exemption period, the Entity shall pay the municipality an annual service charge for municipal services supplied to the Project in accordance with Section 4.1 above or 20% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

(C) The third stage of the exemption period shall continue for six years. During the third stage of the exemption period, the Entity shall pay the municipality an annual service

charge for municipal services supplied to the Project in accordance with Section 4.1 above or 40% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

(D) The final stage of the exemption period shall continue for three years. During the final stage of the exemption period, the Entity shall pay the municipality an annual service charge for municipal services supplied to the Project in accordance with Section 4.1 above or 60% of the amount of taxes otherwise due on the value of the land and improvements, whichever shall be greater.

### **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, and any interest thereon, are material conditions of this Agreement (the "Material Conditions").

**ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT**

**Section 5.1 Project Employment and Contracting Agreement**

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

**ARTICLE VI - CERTIFICATE OF OCCUPANCY**

**Section 6.1 Certificate of Occupancy**

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

**Section 6.2 Filing of Certificate of Occupancy**

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

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

**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**

(C) 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.

(D) 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 section 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 (a) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; (b) the new entity is formed and eligible to operate under the Law; (c) the Entity is not then in default of this Agreement or the Law; (d) the Entity's obligations under this Agreement is fully assumed by the new Entity; and (e) 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:20-10(d).

**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, 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 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, 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 abatement, 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 III, Section 4.8 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:

Bay Bay Senior Housing Urban Renewal, LP

15 Dr. Martin Luther King, Jr. Drive  
Jersey City, NJ 07305

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:

- (A) Metes and Bounds description of the Project;
- (B) Ordinance of the City authorizing the execution of this Agreement;
- (C) The Application with Exhibits;
- (D) Certificate of the Entity; Estimated Construction Schedule;
- (E) The Financial Plan for the undertaking of the Project;
- (F) Good Faith Estimate of Initial Rental Schedule and Lease Terms;
- (G) Project Employment and Contracting Agreement;
- (H) 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:**

**BAY BAY SENIOR HOUSING URBAN  
RENEWAL, LP**

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**Kevin E. Knight, Sr., Authorized Signatory**

**ATTEST:**

**CITY OF JERSEY CITY**

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**Brian O'Reilly  
Business Administrator**