

City Clerk File No. Ord. 19-053

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-053

TITLE:

**AN ORDINANCE PROVIDING THE SECTION OF BALDWIN AVENUE
FROM PAVONIA AVENUE SOUTH TO MAGNOLIA AVENUE WITH
THE COMMEMORATIVE DESIGNATION "REV. J.V. PAGNOTTA
WAY"**

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

WHEREAS, an application to have the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue commemoratively designated "Rev. J.V. Pagnotta Way" was filed with the City Clerk earlier this year; and

WHEREAS, Reverend James V. Pagnotta has been the Pastor of St. Joseph Parish on Baldwin Avenue since January 1978 and has served as the Chaplain of the Fire Division of the Jersey City Public Safety Department since October of 1976; and

WHEREAS, Reverend Pagnotta attended Seton Hall Prep and Seton Hall University where he received his Bachelor's Degree before enrolling in Immaculate Conception Seminary; and

WHEREAS, Reverend Pagnotta was ordained in May of 1969 and this year marks the 50th anniversary of his ordination into the priesthood; and

WHEREAS, the Municipal Council Street Name Subcommittee met on May 14, 2019 to evaluate the Pagnotta application; and

WHEREAS, the Municipal Council Street Name Subcommittee deemed that the application satisfied the standards and requirements set forth in Chapter 3-38.1 of the Municipal Code; and

WHEREAS, on May 14, 2019 the Municipal Council Street Name Subcommittee voted to recommend that the Municipal Council provide the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue with the commemorative designation "Rev. J.V. Pagnotta Way"; and

NOW, THEREFORE BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue shall be commemoratively designated "Rev. J.V. Pagnotta Way".

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect twenty (20) days after enactment.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

NOTE: All new material is underlined; words ~~struck through~~ are omitted.
For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

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

Full Title of Ordinance

AN ORDINANCE PROVIDING THE SECTION OF BALDWIN AVENUE FROM PAVONIA AVENUE SOUTH TO MAGNOLIA AVENUE WITH THE COMMEMORATIVE DESIGNATION "REV. J.V. PAGNOTTA WAY"

Initiator

Department/Division	Office of the Municipal Council	Office of Councilperson-at-Large Watterman
Name/Title	Joyce Watterman	Councilperson-at-Large
Phone/email	201-547-5134	jwatterman@cnj.org

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

Ordinance Purpose

This Ordinance will commemoratively designate the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue as "Rev. J.V. Pagnotta Way".

I certify that all the facts presented herein are accurate.



**Joyce Watterman
Councilperson-at-Large**

May 15, 2019

Date

City Clerk File No. Ord. 19-054

Agenda No. 3.2 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE

TITLE:

AN ORDINANCE REQUIRING THE INCLUSION OF AFFORDABLE HOUSING UNITS IN RESIDENTIAL AND MIXED USE DEVELOPMENTS, EITHER NEW CONSTRUCTION OR SUBSTANTIAL REHABILITATION, THAT SEEK OR RECEIVE INCENTIVES AND COMPENSATORY BENEFITS INCLUDING USE VARIANCES AND INCREASES IN DENSITY AND FLOOR AREA RATIO, AND IN REDEVELOPMENT PLANS PROVIDING FOR RESIDENTIAL DEVELOPMENT, PROVIDING STANDARDS FOR DESIGN AND CONSTRUCTION OF AFFORDABLE HOUSING, AND ESTABLISHING REQUIREMENTS FOR AFFIRMATIVE MARKETING, SALE, RENTAL, AND AFFORDABILITY CONTROLS FOR AFFORDABLE HOUSING.

WHEREAS, the City of Jersey City seeks to maintain and provide diversity and choice in the mix of housing types available in the City; and

WHEREAS, an inclusionary ordinance with incentives and requiring a mandatory set-aside of affordable housing on-site is an effective and fair means of encouraging and ensuring the production of affordable housing by private sector developers recognized by the Supreme Court in *So. Burlington City. N.A.A.C.P. v. Mt. Laurel Tp.*, 92 N.J. 158 ("Mt. Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, increases in permitted residential density or floor area ratio ("FAR"), accompanied by a mandatory set-aside of affordable housing, constitute incentives to private developers and compensatory benefits as required by the Fair Housing Act, N.J.S.A. 52:27D-311.h.; and

WHEREAS, use variances granted by the Zoning Board of Adjustment permitting residential uses in zoning districts and redevelopment plans restricted against such uses constitute a compensatory benefit when a mandatory set-aside of affordable housing is required as a condition of such residential use variance approvals; and

WHEREAS, new and amended redevelopment plans prepared and adopted under the Local Housing and Redevelopment Plan, N.J.S.A. 40A.12A-1 et seq., that increase residential density or FAR or permit residential uses in zoning districts restricted against such uses and require a mandatory set-aside of affordable housing constitute a compensatory benefit for inclusionary development.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Jersey City, New Jersey, as follows:

§1. - Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

"Act" means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

"Adaptable" means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, as defined and with the responsibilities specified at N.J.A.C. 5:96, N.J.A.C. 5:97 and N.J.A.C. 5:80-26.1 et seq., as may be amended and supplemented.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:97-9; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing” means housing restricted to income-eligible low and moderate income households.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share housing obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, credited pursuant to N.J.A.C. 5:97-4, and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Board of jurisdiction” means the Planning Board of the City of Jersey City, the Board of Adjustment of the City of Jersey City, or the City Council of the City of Jersey City, as applicable.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.), or successor agency.

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed

development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

“Housing region” means a geographic area, determined by COAH, of no less than two and no more than four contiguous, whole counties, which exhibits significant social, economic, and income similarities and which constitutes, to the greatest extent practicable, a Primary Metropolitan Statistical Area (PMSA) as last defined by the United States Census Bureau.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Infill” means development on vacant or underutilized property between existing buildings.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the median household income for the housing region.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable county, as adopted annually by COAH or in accordance with COAH rules as adopted by ordinance by the City Council.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income for the housing region.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor’s deed to a class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Redevelopment plan” means a plan adopted by the governing body of the City of Jersey City for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by COAH’s adopted Regional Income Limits published annually by COAH or in accordance with COAH rules as adopted by ordinance by the City Council.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under the UHORP or MONI programs of the Agency.

“Substantial rehabilitation” means any rehabilitation of a vacant structure or any rehabilitation that involves the replacement of two or more major systems.

“Total development cost” mean the expenses that a developer can reasonably expect to incur in order to develop an affordable housing development, include “hard costs” such as land acquisition, site improvements, and new construction or rehabilitation, and “soft costs” consisting of all other costs and fees, such as professional services and financing fees.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the median household income.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§2. - Inclusionary Affordable Housing Requirements

- (a) **Applicability - Types of Development:** All development of property in the City of Jersey City that includes residential uses, whether residential or mixed use development, new construction on vacant land, redevelopment of previously developed sites, or substantial rehabilitation or adaptive use of existing structures, with the exception of the exemptions listed below in (c), shall include housing affordable to low and moderate income housing as specified below and in accordance with the standards of this Article.
- (b) **Applicability - Board of Jurisdiction:** The provisions of this Article shall be applicable to:
 - 1. Planning Board decisions on subdivision, site plan, and conditional use applications in zoning districts and adopted redevelopment plans up-zoned to permit a higher density or floor area ratio or rezoned to allow residential uses after the effective date of this ordinance,
 - 2. Zoning Board of Adjustment decisions on applications for variances to permit residential uses in a zoning district or redevelopment plan restricted against such use or increases in density or floor area ratio (FAR), i.e., “d” variances, and
 - 3. The residential development provisions of new and amended redevelopment plans, which permit increased residential density or FAR or allow residential uses in redevelopment areas where such uses were previously not permitted, recommended by the Planning Board and adopted by the City Council under the Local Redevelopment and Housing Law after the effective date of this ordinance.
- (c) **Exemptions:** The following types of residential development are exempt from the provisions of this Article:
 - 1. The first ten (10) housing units of substantial rehabilitation projects.
 - 2. Development under an adopted redevelopment plan subject to an executed redevelopment agreement between the City of Jersey City and a redeveloper in

effect as of the effective date of this ordinance, unless amended subsequently, or unless the development has entered in a Payment In Lieu Of Taxes (PILOT) agreement with the City.

- (d) **Set-Aside of Affordable Housing Required** – Each development and redevelopment plan subject to this Article shall set-aside and contain affordable housing as follows:
1. 20 percent of the total units developed in a residential or mixed use development where the units are rented.
 2. 20 percent of the total units developed in a residential or mixed use development where the units are sold in fee simple, as a condominium, or as a cooperative.
 3. In all calculations of a developer's affordable housing set-aside responsibility under this Article, any unit reserved for the superintendent of the residential development shall not be credited towards satisfaction of the affordable housing obligation.
 4. **Rounding:** When any calculation of the percentage of affordable units required to be provided results in a fractional unit of one-half or more, the fraction shall be rounded up to the next whole unit. When a calculation results in a fraction of less than one-half, the fraction shall be rounded down to the previous whole unit.
 5. Any residential or mixed use development receiving Urban Hub Tax Credit financing pursuant to N.J.S.A. 34:1B-207 et seq. shall set-aside 20 percent of the total units in the development as affordable units.

- (e) **Phasing.** Construction and completion of affordable housing required under this Article shall take place simultaneously with the development of the market-rate units that trigger the affordable housing set-aside obligation, in accordance with the following construction and completion phasing schedule:

Maximum Percentage of Market-Rate Units Completed and Certificates of Occupancy Issued	Minimum Percentage of Low- and Moderate-Income Units Completed and Certificates of Occupancy Issued
25%	0
25%+1	10%
50%	50%
75%	75%
90%	100%

- (f) **Location of Low and Moderate Income Units.** In inclusionary developments, low- and moderate-income units shall be integrated with and interspersed among the market-rate units, but may be concentrated for financing or property management reasons at the discretion of the board of jurisdiction, e.g., for rental affordable units satisfying the set-aside required for a development of market-rate condominium units.
- (g) **Utilities.** Affordable units shall utilize the same type of heating source as market-rate units within the affordable development.

§3. - New Construction and Substantial Rehabilitation Standards

The following standards apply to all newly constructed developments and substantial rehabilitations that contain low-and moderate-income housing units.

- (a) **Low/Moderate Split of Affordable Housing Units:**
1. The designated affordable housing units shall be divided equally between low- and moderate- income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
- (b) **Bedroom Distribution of Affordable Housing Units:**
1. In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

2. In affordable developments that are not age-restricted the bedroom distributions of affordable units shall be structured, in conjunction with realistic market demands, such that:
 - i. The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - ii. At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - iii. At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
 - iv. The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
3. Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

(c) Accessibility Requirements:

1. The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.
2. All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - i. An adaptable toilet and bathing facility on the first floor;
 - ii. An adaptable kitchen on the first floor;
 - iii. An interior accessible route of travel on the first floor;
 - iv. An interior accessible route of travel shall not be required between stories within an individual unit;
 - v. An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and
 - vi. An accessible entranceway as set forth at P.L. 2005, c. 350 (N.J.S.A. 52:27D-311a et seq.) and the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14, or evidence that the City of Jersey City has collected funds from the developer sufficient to make 10 percent of the adaptable entrances in the development accessible:
 - A. Where a unit has been constructed with an adaptable entrance, upon the request of a disabled person who is purchasing or will reside in the dwelling unit, an accessible entrance shall be installed.
 - B. To this end, the builder of restricted units shall deposit funds within the City of Jersey City's affordable housing trust fund sufficient to install accessible entrances in 10 percent of the affordable units that have been constructed with adaptable entrances.
 - C. The funds deposited under paragraph B. above shall be used by the City of Jersey City for the sole purpose of making the adaptable entrance of any affordable unit accessible when requested to do so by a person with a disability who occupies or intends to occupy the unit and requires an accessible entrance.
 - D. The developer of the restricted units shall submit a design plan and cost estimate for the conversion from adaptable to accessible entrances to the Construction Official of the City of Jersey City.
 - E. Once the Construction Official has determined that the design plan to convert the unit entrances from adaptable to accessible meet the requirements of the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C.

5:97-3.14, and that the cost estimate of such conversion is reasonable, payment shall be made to the City of Jersey City's affordable housing trust fund in care of the Municipal Treasurer who shall ensure that the funds are deposited into the affordable housing trust fund and appropriately earmarked.

- F. Full compliance with the foregoing provisions shall not be required where an entity can demonstrate that it is impracticable to meet these requirements for site-specific reasons. Determinations of site impracticability shall be in compliance with the Barrier Free Subcode, N.J.A.C. 5:23-7 and N.J.A.C. 5:97-3.14.

(d) Rents and Sales Prices for Affordable Units

1. In establishing rents and sales prices of affordable housing units, the Administrative Agent shall follow the procedures set forth in UHAC, utilizing the regional income limits required by this ordinance.
2. The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.
3. The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units.
4. At least 10 percent of all low- and moderate-income rental units in an affordable development shall be affordable to households earning no more than 30 percent of median income (i.e., very low income).
5. The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type.
6. Occupancy standards for determining rents and sales prices: In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household;
 - iii. A two-bedroom unit shall be affordable to a three-person household;
 - iv. A three-bedroom unit shall be affordable to a four and one-half person household; and
 - v. A four-bedroom unit shall be affordable to a six-person household.
7. Occupancy standards for determining rents in assisted living facilities: In determining the initial rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - i. A studio shall be affordable to a one-person household;
 - ii. A one-bedroom unit shall be affordable to a one and one-half person household; and
 - iii. A two-bedroom unit shall be affordable to a two-person household or to two one-person households.

8. The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the current Federal Reserve H.15 rate of interest for conventional mortgages), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented, i.e., the occupancy standards above; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
9. The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented, i.e., the occupancy standards above; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
10. The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
11. The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rents for units constructed pursuant to low-income housing tax credit regulations shall be indexed pursuant to the regulations governing low-income housing tax credits.
12. Utilities. Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.

§4. - Affirmative Marketing Requirements

- (a) The City of Jersey City shall adopt by resolution an Affirmative Marketing Plan that complies with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- (b) The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 1 (Northeast: Bergen, Passaic, Hudson, and Sussex Counties, as may be amended) and covers the period of deed restriction.
- (d) The Administrative Agent designated by the City of Jersey City shall assure the affirmative marketing of all affordable units developed pursuant to this Article, consistent with the Affirmative Marketing Plan for the municipality.
- (e) In implementing the affirmative Marketing Plan, the Administrative Agent shall provide a list of housing counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- (f) The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy of the units.
- (g) The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by the City of Jersey City.

§5. - Occupancy Standards

- (a) In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - 1. Provide an occupant for each bedroom;
 - 2. Provide children of different sex with separate bedrooms; and
 - 3. Prevent more than two persons from occupying a single bedroom.
- (b) Additional provisions related to occupancy standards (if any) shall be provided in the city of Jersey City's Operating Manual for affordable housing.

§6. - Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- (a) Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Article until the City of Jersey City elects to release the unit from such requirements. Prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for 99 years, provided that the 99-year period shall restart following the sale or transfer of a restricted ownership unit.
- (b) The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- (c) Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the Administrative Agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.
- (d) At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Article, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- (e) The affordability controls set forth in this Article shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- (f) All conveyances of restricted ownership units pursuant to this Article shall be made by deeds and restrictive covenants substantially in the form prescribed in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property. The deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- (g) A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§7. - Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- (a) The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.

- (b) The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- (c) The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- (d) The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§8. - Buyer Income Eligibility

- (a) Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

§9. - Limitations on indebtedness secured by ownership unit; subordination

- (a) Prior to incurring any indebtedness to be secured by a restricted ownership unit, the Administrative Agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- (b) With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the Administrative Agent in accordance with N.J.A.C.5:80-26.6(b).

§10. - Control Periods for Restricted Rental Units

- (a) Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the City of Jersey City elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1 et seq. and this Article, as may be amended and supplemented, for 99 years, provided that the 99-year period shall restart following the sale or transfer of the property containing the rental units.
- (b) Deeds of all real property that include restricted rental units shall contain deed restriction language substantially in the form set forth in N.J.A.C. 5:80-26 Appendices. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Hudson. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- (c) A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:
 1. Sublease or assignment of the lease of the unit;
 2. Sale or other voluntary transfer of the ownership of the unit; or

3. The entry and enforcement of any judgment of foreclosure.

§11. - Price Restrictions for Rental Units; Leases

- (a) A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent.
- (b) No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- (c) Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§12. - Tenant Income Eligibility

- (a) Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 1. Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
 2. Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
 3. Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- (b) The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 1. The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 2. The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 3. The household is currently in substandard or overcrowded living conditions;
 4. The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 5. The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- (c) The applicant shall file documentation sufficient to establish the existence of the circumstances in (b)1 through 5 above with the Administrative Agent, who shall counsel the household on budgeting.

§13. - Administration: Municipal Housing Liaison and Administrative Agent

- (a) The position of Municipal Housing Liaison (MHL) for the City of Jersey City is established by this Article. The City of Jersey City shall make the actual appointment of the MHL by resolution.
 1. The MHL must be either a full-time or part-time employee of the City of Jersey City.

- (a) Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- (b) After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:
 - 1. The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - i. A fine of not more than \$1000 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - ii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the City of Jersey City Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - iii. In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
 - 2. The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
- (c) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
- (d) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and

2. The person appointed as the MHL must be reported to DCA and to COAH or to any successor to that agency.
 3. The MHL must meet all COAH requirements for qualifications, including initial and periodic training.
 4. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for the City of Jersey City, including the following responsibilities which may not be contracted out to the Administrative Agent:
 - i. Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - ii. The implementation of the Affirmative Marketing Plan and affordability controls.
 - iii. When applicable, supervising any contracting Administrative Agent.
 - iv. Monitoring the status of all restricted units in the City of Jersey City's Fair Share Plan;
 - v. Compiling, verifying and submitting annual reports as required by COAH rules;
 - vi. Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - vii. Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by DCA or COAH.
- (b) The City of Jersey City shall designate by resolution of the City Council one or more Administrative Agents to administer newly constructed or substantially rehabilitated affordable units in accordance with N.J.A.C. 5:96, N.J.A.C. 5:97 and UHAC (N.J.A.C. 5:80-26).
- (c) An Operating Manual shall be prepared and provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of COAH. The Operating Manual(s) shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- (d) The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
1. Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by DCA or COAH;
 2. Affirmative Marketing;
 2. Household Certification;
 3. Affordability Controls;
 4. Records retention;
 5. Resale and re-rental;
 6. Processing requests from unit owners; and
 7. Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
 8. The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§14. - Enforcement of Affordable Housing Regulations

shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- (e) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (f) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- (g) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- (h) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

§15. - Appeals from Administrative Agent Decisions

Appeals from all decisions of an Administrative Agent designated pursuant to this Article shall be filed in writing with the Director of the Division of Community Development.

§16. - Inclusionary Standards and Requirements for Future Redevelopment Plans

All redevelopment plans providing for residential development, prepared and adopted or amended pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. after the effective date of this Article, shall include inclusionary affordable housing development standards and requirements identical to the standards and requirements of this Article.

§17. - SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

- I. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- II. 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.

- III. If the provisions of any section, subsection, paragraph, subdivision, or clause of this ordinance shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this ordinance.

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

NOTE: All material is new.

05/15/19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 19-055

Agenda No. 3.3 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-055

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) PROHIBITING THE RIGHT TURN AT THE RED SIGNAL WESTBOUND JEFFERSON AVENUE TO NORTHBOUND SUMMIT AVENUE, 8:00 A.M. TO 4:00 P.M., SCHOOL DAYS

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

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited right turns on red signal) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-8 Prohibited right turns on red signal.
No person shall make a right turn when facing a steady red signal (stop indication) at any of the locations listed below.

Name of Street	Direction of Travel	Prohibited Right Turn on Red Signal On to	Hours and Days
<u>Jefferson Av</u>	<u>West</u>	<u>Summit Av</u>	<u>8:00 a.m. to 4:00 p.m.</u> <u>School Days</u>

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

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

AV:pcl
(05.01.19)

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Municipal Engineer

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required
Not Required

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) PROHIBITING THE RIGHT TURN AT THE RED SIGNAL WESTBOUND JEFFERSON AVENUE TO NORTHBOUND SUMMIT AVENUE, 8:00 A.M. TO 4:00 P.M., SCHOOL DAYS

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Jim Nelson on behalf of the Patricia Noonan PS 26 Parents Council Core Group	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

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

Ordinance Purpose

Prohibiting the “right turn at the red signal, 8:00 a.m. to 4:00 p.m., School Days” for vehicles west on Jefferson Avenue to north on Summit Avenue will improve the safety of the motorists and pedestrians in the proximity of Patricia Noonan PS 26 located at 164 Laidlaw Avenue.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

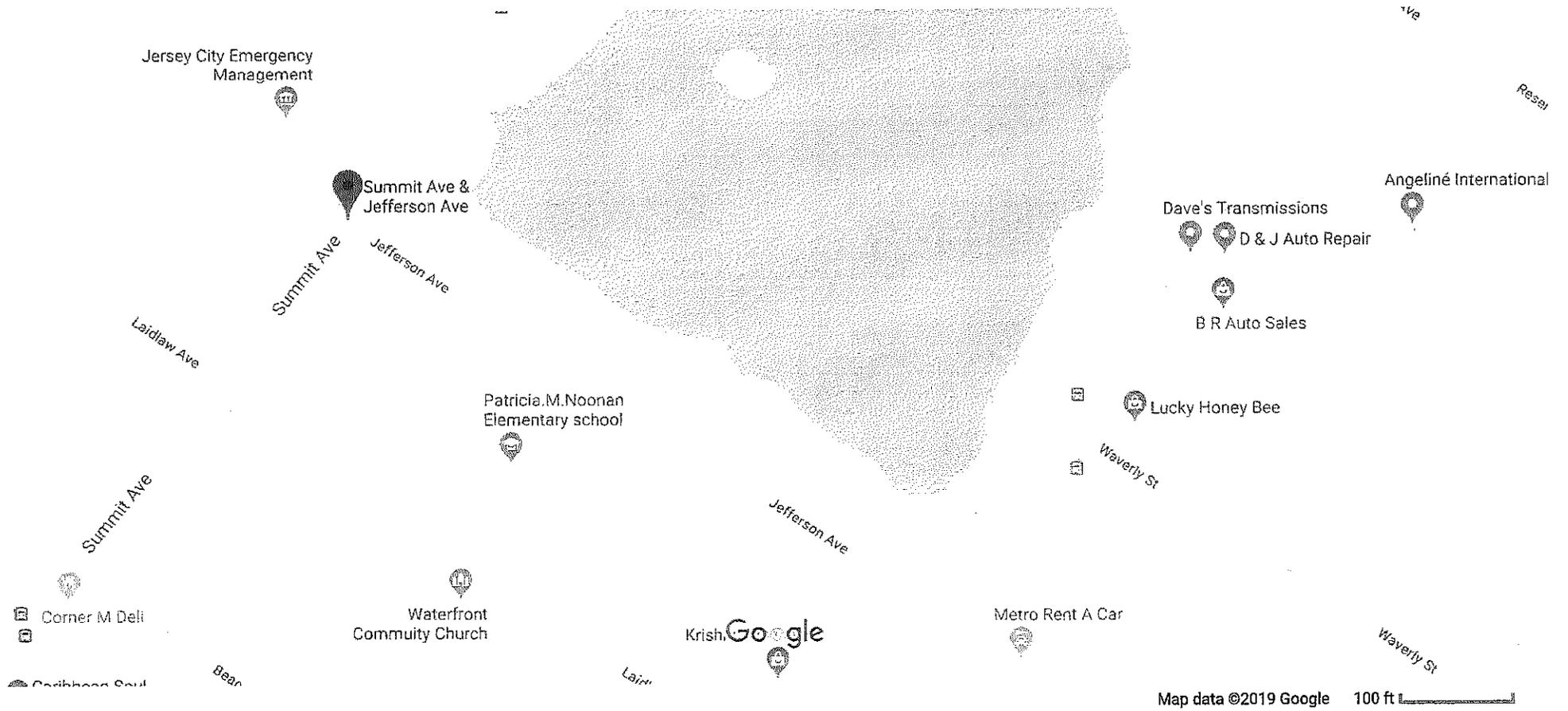

Signature of Department Director

5/2/19

Date
5/15/19

Date

Summit Ave & Jefferson Ave



City Clerk File No. Ord. 19-056

Agenda No. 3.4 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-056

TITLE: AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 345 (ZONING) OF THE MUNICIPAL CODE TO ADD ARTICLE IX (INCLUSIONARY ZONING) REQUIRING THE INCLUSION OF AFFORDABLE HOUSING UNITS IN ALL DEVELOPMENT PROJECTS WITH RESIDENTIAL WHICH HAVE RECEIVED VARIANCES OR REDEVELOPMENT PLAN AMENDMENTS

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

WHEREAS, a purpose of the MLUL, at N.J.S.A. 40:55D-2.a, is to encourage municipal action to guide the appropriate use or development of all lands in this state in a manner which will promote the public health, safety, morals, and general welfare; and

WHEREAS, a purpose of the MLUL, at N.J.S.A. 40:55D-2.e, is to promote the establishment of appropriate population densities and concentrations that will contribute to the well-being of persons, neighborhoods, communities and regions and preservation of the environment; and

WHEREAS, the City of Jersey City has adopted a Housing Element, as per NJSA 52:27D-311, the "municipality may provide for its fair share and low and moderate income housing by means of any technique or combination of techniques which provide a realistic opportunity for the provision of the fair share"; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to ensure that as the City grows and attracts market-rate residential development that it also provides opportunity for the City to meet its resident's, current and future, affordable housing needs; and

WHEREAS, an inclusionary ordinance with incentives and requiring a mandatory set-aside of affordable housing on-site is an effective and fair means of encouraging and ensuring the production of affordable housing by private sector developers recognized by the Supreme Court in *So. Burlington Cty. N.A.A.C.P. v. Mt. Laurel Tp.*, 92 N.J. 158 ("Mt. Laurel II") and the Fair Housing Act, N.J.S.A. 52:27D-301 et seq.; and

WHEREAS, nearly 40% of Jersey City's households are cost-burdened, defined by HUD as paying more than 30% of one's income towards housing, combined with housing values increasing at a much faster rate than income creates difficulties for families paying for other necessities such as food, clothing, transportation and medical care; and

WHEREAS, according to the American Community Survey, the population in Jersey City from 2010 to 2017 increased by 7%, or an additional 18,335 residents; and

WHEREAS, the percentage change from 2010 to 2016 for residents who are below poverty level increased by 19%. In that same time frame, the population 65 and over who are below poverty level increased by 32%, and the population under 18 years old determined to be below poverty level increased by 13%; and

WHEREAS, according to the 2016 American Community Survey 45% of renters in Jersey City used more than 30% of their household income to pay rent, that represents a 15% increase from 2010; and

WHEREAS, according to the 2016 American Community Survey, 32% of all homeowners without a mortgage were paying more than 30% of their monthly income on housing; and

WHEREAS, increases in permitted residential density or floor area ratio ("FAR"), accompanied by a mandatory set-aside of affordable housing, constitute incentives to private developers and compensatory benefits as required by the Fair Housing Act, N.J.S.A. 52:27D-311.h.; and

WHEREAS, amended redevelopment plans prepared and adopted under the Local Housing and Redevelopment Plan, N.J.S.A. 40A.12A-1 et seq., that increase residential density or FAR or permit residential uses in zoning districts restricted against such uses shall require a mandatory set-aside of affordable housing constitute a compensatory benefit for inclusionary development.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City, that Chapter 345 (Zoning) of the Municipal Code be amended to read as follows:

ARTICLE 345 ZONING

Article I through Article VIII

NO CHANGE.

Article IX Inclusionary Zoning

§ 345-78. - Purpose.

The purpose of this ordinance is to create mixed-income housing through new construction to assist the City in promoting the creation of Inclusionary Developments and Affordable Housing as the City grows and attracts new market-rate residential development.

§ 345-79. – Definitions for Inclusionary Zoning

The following terms, when used in this Article, shall have the following definitions:

AFFORDABLE HOUSING - means residential housing, which is restricted for occupancy by households whose combined annual income for all members does not exceed 120 percent of the median income. This term shall refer to the broad classification, and not be confused with more specific terms that define different income divisions.

“HUD” – means the United States Department of Housing and Urban Development

INCLUSIONARY DEVELOPMENT means a development containing both affordable and market rate units.

LOW-INCOME HOUSEHOLD means a household in which the combined total annual income for all members of a household, that does not exceed 50 percent of the average median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

LOW-INCOME UNIT means a restricted unit that is affordable to a low-income household.

MARKET-RATE UNITS mean housing not restricted to low-, moderate-income and workforce households that may sell or rent at any price.

MEDIAN INCOME means the median income by household size for Hudson county, as adopted by HUD income requirements by ordinance by the City Council.

MODERATE-INCOME HOUSEHOLD means a household in which the combined total annual income for all members of a household is not less than 50 percent and does not

exceed 80 percent of the median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

MODERATE-INCOME UNIT means a restricted unit that is affordable to a moderate-income household.

REDEVELOPMENT PLAN means a plan adopted by the governing body of the City of Jersey City for the redevelopment or rehabilitation of all or any part of a redevelopment area, or area in need of rehabilitation, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq.

RESIDENTIAL means any real property and the improvements, buildings, structures or house thereon, whether single or multi-family, whether or not owner occupied, used for residential purposes.

RESTRICTED UNIT means a dwelling unit, whether a rental unit or ownership unit, that is subject to affordability controls.

VERY LOW-INCOME HOUSEHOLD means a household in which the combined total annual income for all members of a household does not exceed 30 percent of the median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year.

VERY LOW INCOME UNIT means a restricted unit that is affordable to a very low-income household.

WORKFORCE HOUSEHOLD means a household in which the combined total annual income for all members of a household is not less than 80 percent and does not exceed 120 percent of the median income. These income limits shall be adjusted by household size based on multipliers used by HUD to adjust median income by household size. In no event shall the income limits be less than those for the previous year

WORKFORCE UNIT means a restricted unit that is affordable to a workforce-income household.

§ 345-80. - Mandatory Set-Aside.

A. Applicability

1. After the effective date of this Article, compliance with this Article is required for all properties/developments with a residential component that are requesting an additional 5 units or 5,000 square feet of additional residential floor area, whichever is less, beyond the permitted existing zoning through a variance pursuant to NJSA 40:55D-70.c., NJSA 40:55D-70.d or a Redevelopment Plan Amendment.

B. Exemptions

1. Developments of 30 units or less.
2. Any project which is to be undertaken by the Jersey City Housing Authority.
3. Rezoning initiated by the City as a result of a Master Plan Update or Amendment

C. Inclusionary Housing Set-Aside

1. Applicable developments shall set aside not less than twenty percent (20%) of the total number (permitted plus additional) of residential units, as identified in Section A. herein, as affordable housing. This requirement shall apply to both rental units and all forms of ownership. All affordable units shall be consistent with Chapter 188 of the Jersey City Code.
2. The 20% set aside shall be provided on-site in accordance with the following:
 - i) No less than 5% shall be low-income units
 - ii) No less than 5% shall be moderate-income units
 - iii) No more than 10% be workforce housing units
 - iv) No more than 35% shall be studio and 1-bedroom units
 - v) All inclusionary units shall be required to be income restricted for a minimum of 30 years
3. Rounding. When any calculation of the mandatory set aside results in a fractional income-restricted unit, the fraction shall be rounded up to the next whole unit.

D. Approving Authority

All Inclusionary Zoning applications shall be reviewed and approved by the Director of the Office of Affordable Housing, the Director of Housing, Economic Development and Commerce (HEDC), or their designee, and the Director of Community Development. In

the instance the application is in a Redevelopment Plan area, the Jersey City Redevelopment Agency shall also be one of the bodies who review and approve Inclusionary Zoning Applications.

- E. The required Affordable Housing units shall be constructed on-site and integrated with the market rate units unless granted relief by the approving authority.
- F. All Inclusionary Zoning applications will be formalized with an Affordable Housing Agreement, as required in Chapter 188 of the Jersey City Code. The Affordable Housing Agreement shall be a requirement to be included in any Planning or Zoning Board application that triggers the Inclusionary Housing Mandatory Set-Aside.

§ 345-81. -- Off-site Affordable Units in Lieu of On-Site Affordable Units

The approving authority may permit the creation of off-site affordable units for some or all the obligation in accordance with the following:

- i) The developer/applicant shall pay \$5,000 to the City of Jersey City to cover the administrative fees required for the fiscal analysis study to determine how the proposed off-site affordable housing units compares in value to the required on-site affordable housing units.
- ii) Off-site affordable housing units are within the same Ward as the development.
- iii) The off-site location is available, approvable, developable, and will NOT require a variance for density, F.A.R., or height.
- iv) The specific location for the off-site units is provided at the time of request for such approval.
- v) Off-site units shall be developed either prior to or simultaneously with on-site market rate units.
- vi) The off-site affordable units shall meet all applicable requirements of the Jersey City Code Chapter 188.

§ 345-82. - Payment In Lieu of Creating Affordable Housing Units

- A. At the discretion of the approving authority, a developer may provide a payment in lieu of constructing the affordable housing obligation into the City of Jersey City's Affordable Housing Trust Fund. The opportunity to provide a payment in lieu of constructing on-site affordable housing units is not intended to be and should not be construed as a right available to developers at their sole option. The policy of this Article favors construction of on-site affordable units.
- B. The developer/applicant shall pay \$5,000 to the City of Jersey City to cover the administrative fees required for a fiscal analysis study to determine whether the proposal can absorb the on-site affordable requirement through the potential gain in land value resulting from increased units.
- C. The applicant shall demonstrate to the approving authority that the development of on-site affordable units is not feasible or not needed. The approving authority should consider the following metrics when determining if an application should be allowed to use the payment in lieu option. This list is not exhaustive; the approving authority can take into consideration any other relevant factors when making a determination.
 - 1. The site is in a designated Opportunity Zone.
 - 2. The site is more than a 1-mile radius outside of any existing or proposed light rail, PATH station, or Bus Rapid Transit stops.
 - 3. The site is in a census tract that already has a majority of units (50% or more) available where the median income of a family with 4 individuals can afford to live without paying more than 30% of their monthly income on housing costs.
 - 4. The amount of on-site units the developer proposes that are designated for households at or below 30% of the area median income for a minimum of 20 years. For example, if the project proposes only 10% on-site but all or most of those units are reserved for households at 30% AMI or lower; it should be looked at more favorably to allow the remaining 10% set aside to be a payment in lieu.
 - 5. In no instance shall the on-site affordable units be less than 5% of the total development.
- D. The amount of the payment-in-lieu figure shall be based upon a tiered payment-in-lieu system that shall increase 2% every year from the year this ordinance was adopted. The

boundaries of the tiered areas shall be established on the map entitled "INCLUSIONARY ZONING: Payment in Lieu of Creating Affordable Housing." The Division shall update this map annually to properly represent current housing characteristics. The map shall be on file and available for public inspection with the Division of Affordable Housing. There shall be no instance where the payment in lieu is any less than what is listed within the below requirements (including any annual increases):

1. Tier 1 shall pay \$25,000 a unit
 2. Tier 2 shall pay \$35,000 a unit
 3. Tier 3 shall pay \$50,000 a unit
 4. Tier 4 shall pay \$75,000 a unit
 5. Tier 5 shall pay \$100,000 a unit
- E. The approval of any payment in lieu benefit shall be conditioned upon the developer and the City entering into a developer's agreement that details the manner in which the contribution will be fulfilled. That developer's agreement shall also be made a part of the Required Affordable Housing Agreement, required in 345-84 Compliance.

§ 345-83. – Community Benefits in lieu of Creating Affordable Housing Units

- A. A reduction in the mandatory on-site Affordable Housing requirement may be considered relative to the value of community benefits proposed by the developer.
- a. The developer/applicant shall pay \$5,000 to the City of Jersey City to cover the administrative fees required for the fiscal analysis study to determine the value of the proposed community benefit in comparison to the gain in land value resulting from the zone change.
 - b. The City of Jersey City shall only accept community benefits in the case of a redevelopment plan amendment and acceptance of said community benefit shall be at the discretion of the Mayor or their designee, the Jersey City Redevelopment Agency, and the City Council.
 - c. Eligible community benefits may consist of, but are not limited to, the following: construction of a public facility, such as, but not limited to, public schools, public recreational facilities, government offices, fire stations, police stations, public

parking garages, public transportation systems or facilities, roads and water infrastructure, etc.

- B. The approval of any community benefit shall be conditioned upon the developer and the City entering into a redevelopment agreement that details the manner in which the contribution will be fulfilled. That redevelopment agreement shall also be made a part of the Required Affordable Housing Agreement, required in 345-84 Compliance.

§ 345-84. - Compliance

- A. Inclusionary housing units and developments containing one or more affordable housing unit(s) shall meet all applicable requirements of the Jersey City Code Chapter 188.
- B. Developers shall submit an Affordable Housing Agreement outlined within Chapter 188 of the Jersey City Code to the satisfaction of the Office of Affordable Housing Compliance.
- C. Developers shall be required to comply with the “Duties of the Developer” as outlined in Chapter 188 of the Jersey City Code to the satisfaction of the Office of Affordable Housing Compliance.
- D. Developers shall comply with eligibility determination procedures by providing adequate documentation as set forth within Chapter 188 to the satisfaction of the Office of Affordable Housing Compliance.
- E. The Office of Housing Compliance shall be responsible for monitoring compliance and recordkeeping for all Affordable Housing Agreements produced as a result of this Article.

§ 345-85. – Violation, default and remedies

Upon a violation of any of the provisions of the affordable housing agreement, the Director of Affordable Housing shall give written notice to the developer specifying the nature of the violation and require corrective action within a reasonable period of time as set forth in Chapter 188. If the developer does not reply or correct the violation within the time specified, the developer shall, for each and every violation, be fined up to a maximum of \$2,000 a day that such violation continues after such notice.

§ 345-86. - Severability.

§ 345-86. - Severability.

If any Section, Subsection, sentence, clause, phrase or portion of this Article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

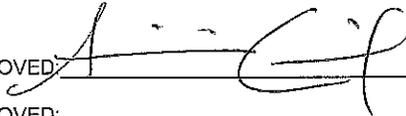
BE IT FURTHER ORDAINED THAT:

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


 Tanya R. Marione, AICP, PP
 Director of City Planning

APPROVED AS TO LEGAL FORM

Corporation Council

APPROVED: 

APPROVED: _____
Business Administrator

Certification Required
Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 345 (ZONING) OF THE MUNICIPAL CODE TO ADD ARTICLE IX (INCLUSIONARY ZONING) REQUIRING THE INCLUSION OF AFFORDABLE HOUSING UNITS IN ALL DEVELOPMENT PROJECTS WITH RESIDENTIAL WHICH HAVE RECEIVED VARIANCES OR REDEVELOPMENT PLAN AMENDMENTS

Initiator

Department/Division	HEDC/Planning	City Planning
Name/Title	Annisia Cialone, PP, AICP	HEDC Director
	Tanya R. Marione PP, AICP	Planning Director
Phone/email	201-547-5010	tanyam@jcnj.org

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

Purpose

Request for 5 or more units or 5,000 sq ft of residential or more through one of the following:

- ‘c’ variances
- ‘d’ variances
- Redevelopment Plan Amendments

Exemptions

- 30 units or less
- Projects undertaken by JCHA
- Rezoning initiated by City

20% of total (permitted plus additional requested) onsite affordable

- Min of 5% low income 30-50% AMI
- Min of 5% moderate income 50-80% AMI
- Max of 10% workforce 80-120% AMI
- Max 35% of affordable units are studios or 1 bedrooms
- All units income restricted for 30 years

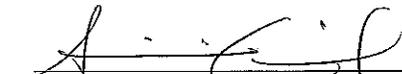
3 Methods of Relief:

- Off-Site Units in Lieu
- Payment in Lieu
- Community Benefits
- 5% onsite required regardless
- All requests for relief will be reviewed by Approving Authority and trigger fiscal analysis

Approving Authority:

- All inclusionary zoning applications shall be reviewed and approved by the:
 - Director of the Division of Affordable Housing
 - Director of HEDC/designee
 - Director of Community Development
 - JCRA for redevelopment plans
- All inclusionary zoning applications formalized with an Affordable Housing Agreement and submitted as a part of a complete board application

I certify that all the facts presented herein are accurate.


Signature of Department Director

5.14.19
Date

CITY OF JERSEY CITY

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



DATE: May 14, 2019
TO: City Council Members
FROM: Tanya R. Marione, AICP, PP, Director of City Planning

Re: Summary of Inclusionary Zoning

Request for 5 or more units or 5,000 sq ft of residential or more through one of the following:

- 'c' variances
- 'd' variances
- Redevelopment Plan Amendments

Exemptions

- 30 units or less
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- Max of 10% workforce 80-120% AMI
- Max 35% of affordable units are studios or 1 bedrooms
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 - Director of the Division of Affordable Housing
 - Director of HEDC/designee
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 - JCRA for redevelopment plans
- All inclusionary zoning applications formalized with an Affordable Housing Agreement and submitted as a part of a complete board application

INCLUSIONARY ZONING

Payment in Lieu of Creating Affordable Housing

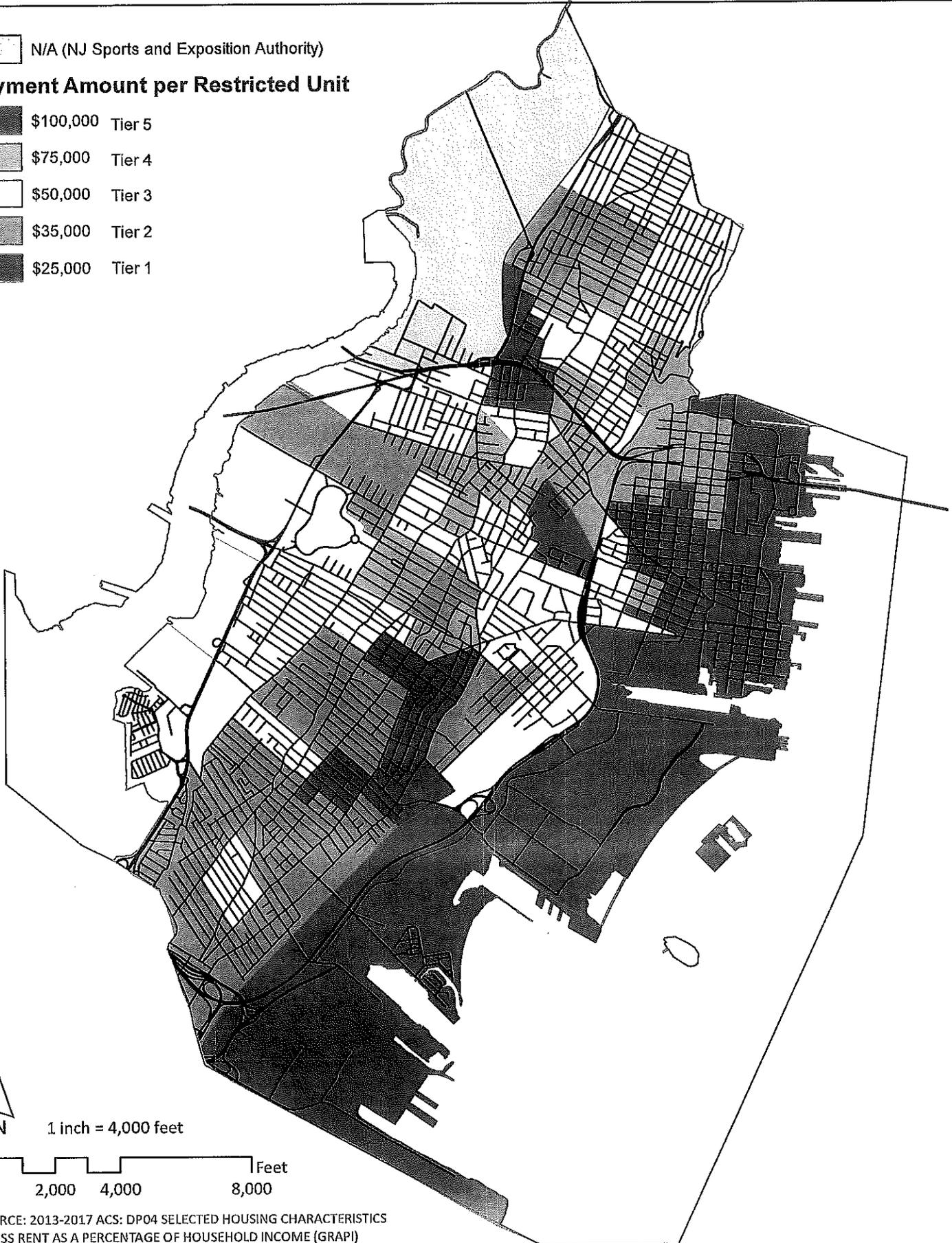
May 1, 2019



 N/A (NJ Sports and Exposition Authority)

Payment Amount per Restricted Unit

-  \$100,000 Tier 5
-  \$75,000 Tier 4
-  \$50,000 Tier 3
-  \$35,000 Tier 2
-  \$25,000 Tier 1



SOURCE: 2013-2017 ACS: DP04 SELECTED HOUSING CHARACTERISTICS
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRPI)

City Clerk File No. Ord. 19-057

Agenda No. 3.5 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-057

TITLE:

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188
(HOUSING ACCOMODATIONS AND AFFORDABLE HOUSING
COMPLIANCE) AND CHAPTER 3 (ADMINISTRATION OF GOVERNMENT)
ARTICLE X (DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT
AND COMMERCE)**

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

WHEREAS, the City of Jersey City has adopted a Housing Element, as per NJSA 52:27D-311, the "municipality may provide for its fair share and low and moderate income housing by means of any technique or combination of techniques which provide a realistic opportunity for the provision of the fair share"; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to pass and enforce an Inclusionary Zoning Ordinance that would require developers seeking variances or redevelopment plan amendments to have a set aside of 20% affordable units; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to ensure that as the City grows and attracts market-rate residential development that it also provides opportunity for the City to meet its resident's, current and future, affordable housing needs; and

WHEREAS, the Municipal Council of the City of Jersey City recognizes the need for a city of its size to have a Division solely dedicated to the tracking and enforcement of all its affordable units in order to preserve existing units and effectively create new affordable units; and

WHEREAS, the Municipal Council of the City of Jersey City recognizes the need to have a Division solely dedicated to studying and recommending housing policy to ensure a holistic approach to meet the ongoing and future needs for all Jersey City residents;

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City, that Chapter 188 and Chapter 3 of the Municipal Code be amended to read as follows:

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required

Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 188 (HOUSING ACCOMODATIONS AND AFFORDABLE HOUSING COMPLIANCE) and CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE X (DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND COMMERCE)

Initiator

Department/Division	HEDC	
Name/Title	Annisia Cialone, PP, AICP	HEDC Director
Phone/email	201-547-5070	acialone@jcnj.org/tanyam@jcnj.org

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

Purpose

The creation of a new Division of Affordable Housing to be under HEDC

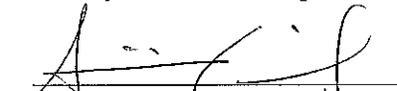
The Division of Affordable Housing will now be responsible for:

- Administration and Enforcement of all Affordable Housing Agreements (AHA) created through or by:
 - o Inclusionary Zoning Requirement
 - o Redevelopment Plan Requirement
 - o Tax Abatement
 - o Applications that receiving funding from the Affordable Housing Trust Fund
- Promulgation of the affordable housing manual

The ordinance provides stronger and clearer requirements for the Affordable Housing Agreements:

- AHA are now signed by Division Director of Affordable Housing, Director of Community Development and the Director of HEDC
- All units are required to remain affordable for a minimum of 30 years
- AHA are now required to provide more details about affordable units:
 - o Number of bedrooms
 - o Specific income restrictions
 - o Location of Unit

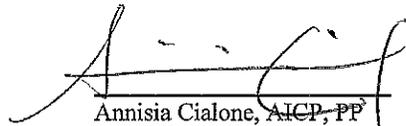
I certify that all the facts presented herein are accurate.


Signature of Department Director

5.14.19
Date

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.



Annisia Cialone, AICP, PP
Director, HEDC

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

NOTE: All new material to be inserted is ***Bold Italicized*** and material to be repealed is in ~~strikeout~~. Highlight is added for ease.

Chapter 3 – ADMINISTRATION OF GOVERNMENT

ARTICLE X – DEPARTMENT OF HOUSING, ECONOMIC DEVELOPMENT AND
COMMERCE

§ 3-72. - Department established; head.

NO CHANGE

§ 3-73. - Director of Housing, Economic Development and Commerce; functions.

NO CHANGE

§ 3-74. - Organization of Department.

Within the Department of Housing, Economic Development and Commerce, there shall be the following divisions, offices and boards:

- A. Division of Economic Development.
- B. Division of Construction Code Official.
 - (1) Bureau of Plumbing Subcode Official.
 - (2) Bureau of Electrical Subcode Official.
 - (3) Bureau of Building Subcode Official.
- C. Division of Tenant/Landlord Relations.
 - (1) Bureau of Rent Leveling.
 - (2) Rent Leveling Board.
 - (3) Bureau of Tenant Assistance.
- D. Division of Community Development.
- E. Division of City Planning.
 - (1) Urban Research and Design.
 - (2) Planning Board.
 - (3) ***Zoning Board.***
- F. Division of the Zoning Officer.
- G. Division of Commerce.
- H. Division of Affordable Housing.***

§ 3-75. - Division of Construction Code Official.

§ 3-76. - Division of Economic Development.

§ 3-77. – ***Division of Affordable Housing.***

- A. Creation of the Division of Affordable Housing; Director of Affordable Housing in charge. There is hereby created within the Department of Housing, Economic Development and Commerce, the Division of Affordable Housing, the head of which shall be the Director of Affordable Housing.***
- B. Division of Affordable Housing; functions. Under the direction and supervision of the Director of Housing, Economic Development and Commerce, the Division of Affordable Housing shall:***

- a. *Promulgation of the Affordable Housing Manual. The Office Division shall promulgate a manual entitled "The Regulations Governing Municipally-Mandated Affordable Housing" which shall include the forms and documents required for all affordable housing applications. The Office Division shall update the manual on a regular basis. The manual shall be available to the public and shall be on file in the Office of the City Clerk.*
- b. *Recordkeeping. The Office Division shall maintain a comprehensive recordkeeping system of each development that contains affordable housing units including the size of each unit, improvements, if any, the names of occupants and any other such information as required by the manual. The Office Division has the right to review all records and files kept by any developer related to affordable housing.*
- c. *Review and Approve Affordable Housing Agreements*
- d. *Reviewing Affirmative Marketing Plans and Annual Reports. The Office Division shall review each developer's affirmative marketing plan and any reports or submissions required of developers by the manual.*
- e. *Conduct Determination Appeals. The Office Division is empowered to hear appeals of applicants regarding their eligibility in accordance with the procedures set forth in the manual.*
- f. *Developing citywide housing policy that will increase the supply of safe, stable and affordable housing for all Jersey City residents while also continuing to preserve and improve the existing housing stock.*
- g. *Prepare a 5-Year Housing Action Plan. The Division of Affordable Housing shall provide its own resources and collaborate with other Divisions, including but not limited to, the Division of City Planning, the Division of Community Development and the Division of Housing Preservation. The Plan shall provide:*
 - i. *Evaluation of existing housing stock*
 - ii. *Evaluation of existing affordable housing and rent control units*
 - iii. *Population Trends*
 - iv. *Local and Regional Housing Needs*
 - v. *Governmental and Non-Governmental Constraints*
 - vi. *Propose policy and program recommendations that will provide for existing and future housing needs of all economic segments of the community*
 - vii. *Create a 5-Year schedule of proposed implementation actions based on housing needs and issues*
 - viii. *Establish a credible, consistent database to evaluate and monitor conditions through definitive measurable outcomes*

Chapter 188 - HOUSING ACCOMMODATIONS AND AFFORDABLE HOUSING
COMPLIANCE ^[1] ARTICLE I - Housing Accommodations ^[2]

NO CHANGE

ARTICLE II - Affordable Housing

§ 188-7. - Definitions.

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

ACT—The Fair Housing Act, N.J.S.A. 52-27D-301 et seq.

AFFIRMATIVE MARKETING PLAN (AMP)—The plan for marketing the affordable housing units as set forth herein.

AFFORDABLE—A sales price or rent within the means of a low- or moderate-income household as defined herein.

AFFORDABILITY CONTROLS—May include maximum sale and rental prices, maximum resale prices, dispute resolution, use of deed restrictions and disposition covenants, terms of the affordable housing agreement, and any other information that the City deems necessary to ensure that all low- or moderate-income housing units under this article remains affordable to eligible applicants.

AFFORDABLE HOUSING—Residential units that have been restricted for occupancy by households whose combined annual income for all members does not exceed 80 percent of the area median income level for Hudson County as adjusted for households of the same size as established by the Department of Housing and Urban Development.

AFFORDABLE HOUSING AGREEMENT (AHA)—The written agreement between the developer/owner of an affordable housing unit or units and the City which imposes restrictions on the units to ensure that they remain affordable to households of low and moderate income as defined herein, for a specified period of time and which is recorded with the deed to the unit in the office of the County Register.

ANNUAL INCOME—Income as defined in 24 CFR Part 5 of the U.S. Department of Housing and Urban Development's (HUD) General HUD Program Requirements.

APPLICATION FOR AFFORDABLE HOUSING—The application forms to occupy an affordable housing unit in the format approved by the Corporation Counsel and *Director the Division of Affordable Housing* and made available by a developer to potential occupants.

AREA MEDIAN INCOME—The median income levels as established by the U.S. Department of Housing and Urban Development, for Jersey City, NJ HUD Metro FMR Area, adjusted for household size.

DEVELOPER—Any person or corporate entity that has built ~~or is selling~~ *for sale or rental* affordable housing units.

DIRECTOR—The Director of ~~the Division the Office of Tax Abatement and Affordable Housing Compliance~~ or his or her *their* designee.

DIVISION – The Division of Affordable Housing

HOUSEHOLD—The person(s) ~~whose name is recorded on the unit's lease.~~ *who occupy the housing unit.*

LOW INCOME—The combined *total* annual income for all members of a household ~~which total~~ *that* does not exceed 50 percent of the HUD area median income for Jersey City, NJ HUD Metro FMR Area as adjusted for households of the same size, as established by the U.S. Department of Housing and Urban Development.

LOW-INCOME HOUSING—Residential units that are municipally mandated to be built by the developer as a condition of receiving a tax exemption, or as a condition of a redevelopment area or redevelopment plan, and that have been restricted for occupancy by households whose combined annual income qualifies as "low income" as defined in this article.

MANUAL—The document entitled "The Regulations Governing Municipally-Mandated Affordable Housing" promulgated by the ~~Office-Division~~ of Tax Abatement and *Affordable Housing Compliance* containing all affordable housing regulations pursuant to this article.

MODERATE INCOME—Combined *total* annual income for all members of a household ~~which total~~ *that* is greater than 50 percent but does not exceed 80 percent of the HUD area median income for Jersey City, NJ HUD Metro FMR Area as adjusted for households of the same size, as established by the U.S. Department of Housing and Urban Development.

MODERATE-INCOME HOUSING—Residential units that are required as a condition of receiving a tax exemption, or as a condition of a redevelopment plan, and that have been restricted for occupancy by households whose combined annual income qualifies as "moderate income" as defined in this article.

OFFICE—~~Shall mean the Office of Tax Abatement and Affordable Housing Compliance.~~

OPEN APPLICATION PERIOD—The 30-day period of time during which a developer must publicize the availability of any unoccupied affordable housing units.

RESIDENT—~~Shall a~~ Any person who currently lives in Jersey City and who has lived in Jersey City for the previous 12 months.

TENANT—An applicant who has been approved to occupy *an* affordable housing unit, for rent, subject to the signing of a lease and the payment of any required security deposit.

UNIT—Shall mean an affordable housing unit(s).

§ 188-8. - Purpose and general provisions.

The purpose of this article is to regulate affordable housing created as a condition of *mandatory inclusionary housing ordinance requirements*, receiving a tax exemption, condition of a redevelopment plan, *or* as a condition of receiving a grant from the Affordable Housing Trust Fund. This article also establishes a preference for Jersey City residents for such affordable housing.

Except when otherwise stated, the affordability controls required by a redevelopment plan in effect prior to the approval of this article will govern. Except when otherwise stated, the affordability controls required of any affordable housing units that receive funds and/or subsidies from any of the following state and/or federal programs including the Department of Housing and Urban Development's HOME, CDBG, Section 8 Rental Certificate, and Housing Choice Voucher Programs; the Federal Low-Income Housing Tax Credit Program as administered by the New Housing and Mortgage Finance Agency; and the New Jersey Department of Community Affairs' Section 8 Housing Choice Voucher Program, shall govern.

~~§ 188-9. - Duties of *the Division* office of tax abatement and *Affordable Housing* compliance.~~
The ~~Office~~ *Division* of Tax Abatement and *Affordable Housing* Compliance shall be responsible for the administration of this article and shall monitor compliance with all Affordable Housing Agreements. The ~~Office~~ *Division* shall also be responsible for the following:

A. Promulgation of the Affordable Housing Manual. The ~~Office~~ *Division* shall promulgate a manual entitled "The Regulations Governing Municipally-Mandated Affordable Housing" which shall include the forms and documents required for all affordable housing applications. The ~~Office~~ *Division* shall update the manual on a regular basis. The manual shall be available to the public and shall be on file in the Office of the City Clerk.

B. Recordkeeping. The ~~Office~~ *Division* shall maintain a comprehensive recordkeeping system of each development that contains affordable housing units including the size of each unit, improvements, if any, the names of occupants and any other such information as required by the manual. The ~~Office~~ *Division* has the right to review all records and files kept by any developer related to affordable housing.

C. Review and Approve Affordable Housing Agreements

D. Reviewing Affirmative Marketing Plans and Annual Reports. The ~~Office~~ *Division* shall review each developer's affirmative marketing plan and any reports or submissions required of developers by the manual.

E. Conduct Determination Appeals. The ~~Office~~ *Division* is empowered *to* hear appeals of applicants regarding their eligibility in accordance with the procedures set forth in the manual.

§ 188-10. - Affordable housing agreement.

A. General Provisions. The following provisions shall be part of all affordable housing agreements:

1. Each affordable housing unit shall be restricted by an affordable housing agreement (AHA), signed by the developer/owner, ***Director of Affordable Housing, Director of Housing, Economic Development/or designee, and the Director of Community Development*** and the City's Business Administrator, which shall mandate that the unit remain affordable to low-/moderate-income households for a set term of a minimum of 30 years.

2. Each AHA shall provide specific information about each affordable onsite unit. The information shall be a minimum of the following: number of bedrooms, income restriction on

that unit, and location of unit.

~~2~~ 3. Upon resale of an affordable housing unit, a new AHA must be created and signed by the developer/owner and the Director of the *Division of Affordable Housing* ~~City's Business Administrator~~, which shall mandate that the unit remain affordable to low-/moderate-income eligible households for the remaining term of affordability.

~~3~~ 4. The AHA shall address occupancy requirements and require that all affordable housing units remain the primary residence of the household of record listed on the lease.

4. 5. The AHA shall address resale of units (if applicable), pricing of resale units (if applicable), recertification of tenants, and removal or reclassification of tenants for non-eligibility.

~~5~~ 6. All AHAs, deeds, and mortgagees, as necessary approved by the Corporation Counsel.

B. Term. The AHA shall contain an expiration date at which time the unit shall no longer be subject to the affordability restrictions.

C. Deeds. Any master deed that includes affordable housing units subject to this article shall reference the affordable housing unit(s) and the AHA(s). A copy of the recorded deed and the AHA(s) for each unit shall be filed with the ~~Office of Tax Abatement and Compliance~~. *Division of Affordable Housing*.

D. Certificate of Occupancy. No Certificate of Occupancy shall be issued for an affordable housing unit unless the Director shall certify that the sale or rental complies with the terms of this agreement and these regulations and has executed the AHA for that unit.

§ 188-10 II. - Duties of the developer.

Developers, as defined herein shall:

A. Maintain Quarterly Affordable Units Lists and an Affordable Unit Waiting List. The developer shall submit a list of all affordable housing units in each of the developer's developments on a quarterly basis, noting which units are unoccupied and available for rent or purchase and a waiting list for all affordable housing units in each development on a quarterly basis. The developer shall not accept any applications for affordable housing outside of the open application period.

B. Develop an Affirmative Marketing Plan for Unoccupied Units. The developer shall submit an affirmative marketing plan for any affordable housing units in any of the developer's properties that are unoccupied and available for rent or purchase. Once an affordable unit(s) receives its certificate of occupancy, the developer shall create an affirmatives marketing plan fo

that *the* unit(s) and submit the affirmative marketing plan to the Director.

C. Provide an Annual Report. The developer shall submit an annual report which shall include a list of affordable housing units in each of the developer's developments that are unoccupied and available for rent or purchase; a list of affordable housing units in each of the developer's developments that are occupied; a list of total units in each of the developer's developments which include affordable housing; and a waiting list for all affordable housing units in each development.

D. Maintain Affordability Controls. The developer shall comply with the affordability controls prescribed in the affordable housing agreement, which may include but are not limited to, maximum sale and rental prices, maximum resale prices, dispute resolution and use of deed restrictions and disposition covenants.

E. Non-discrimination. Marketing to and placement of tenants in affordable housing units shall be in compliance with all applicable federal, state and local laws related to fair housing rules. Income review, applicant eligibility review, and placement procedures shall not discriminate against any person on the basis of race, religion, national origin, sex, sexual orientation, health status, source of income such as disability insurance, social security, TANF, or any other basis prohibited by federal, state or local law.

F. Public Information. The developer must make its affirmative marketing plan and quarterly affordable units lists available to the public consistent with the manner prescribed in the manual and consistent with all pertinent laws and regulations. Published notices of availability must be translated into the top five languages spoken in Jersey City public schools as specified in the manual.

G. The applicant shall be advised that all information and material provided as part of the application for affordable housing and income review process shall be kept confidential and shall be used by the developer, mortgage lenders and City agencies and departments only as needed to determine the applicant's eligibility for affordable housing. Information will not be disclosed to any other parties without the written permission of the applicant.

§ 188-11.12. - Jersey City resident preference.

Preference in marketing, sale, or rental of affordable housing units shall ~~shall~~ *may* be given to those classes of individuals defined as residents herein. If affordable housing units become available for which there are no applicants who are residents, then the developer must create a waiting list

City Clerk File No. Ord. 19-058

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-058

TITLE: **AN ORDINANCE AMENDING CHAPTER 160, (FEES AND CHARGES) SECTION SS (CHAPTER 332, VEHICLES AND TRAFFIC) TO ESTABLISH A FEE FOR ITINERANT FOOD VENDOR PARKING WITHIN THE ITINERANT FOOD VENDOR PARKING ZONE**

THE MUNICIPAL COUNCIL OF THE CITY JERSEY CITY DOES ORDAIN

- I. Chapter 160, (Fees and Charges) Section SS, (Chapter 332, Vehicles and Traffic) of the Jersey City Code is hereby amended to read as follows:

CHAPTER 160 FEES AND CHARGES

§ 160-1. - Fee schedule established.

A. through RR.

NO CHANGE.

SS. Chapter 332, Vehicles and Traffic.

- (1) Violations and penalties - Emergency No Parking Areas - § 332-34; Signs - § 332-35. Unless another penalty is expressly provided by this chapter or the New Jersey statutes, every person convicted of a violation of a provision of this chapter or any supplement thereto shall be liable to a penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not exceeding five (5) days, or both.
- (2) Parking prohibited for sale or repair of vehicles or parking in front of handicap access ramp prohibited - § 332-25B. For a violation of this provision, the offender shall be liable to a penalty of not less than sixty dollars (\$60.00).
- (3) Penalties for violation of bus regulations. Any operator found guilty of violating any provisions of this Article shall be liable to a fine not to exceed five hundred dollars (\$500.00).
- (4) Violations and penalties of regulations regarding parking facilities operated by the Division of Parking Enforcement - § 332-40. Unless another penalty is expressly provided by New Jersey state statute, any person who violates or fails to comply with any provision of this Article shall, upon conviction therefor, be liable to a fine of not more than fifty dollars (\$50.00), together with court costs, or imprisonment for a period not to exceed fifteen (15) days, or both, for each and every offense.
- (5) Reserved.
- (6) Reserved.

(7) Abandonment of motor vehicles prohibited; violations and penalties - § 332-72. The Municipal Court may impose the following penalties for any violation of this section:

- a. A fine of not less than one hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00) and a suspension of driving privileges for up to two (2) years for the first violation.
- b. A fine of not less than five hundred dollars (\$500.00) nor more than one thousand dollars (\$1,000.00) and suspension of driving privileges for up to five (5) years for additional violations.

(8) Penalties - Impounding and booting vehicles - § 332-73. Any person found guilty of violating any of the provisions of this article shall be subject to a fine not exceeding one thousand dollars (\$1,000.00) or imprisonment not exceeding ninety (90) days or both for each offense. (Ord. No. MC-807, § A, 3/14/85.)

(9) Fines - § 332-3. Any person liable for a traffic control signal violation, pursuant to the Ordinance and the Act, utilizing the System shall be subject to the following fines:

Violation \$100.00

Late Fee \$ 25.00

(10) On street parking permit fees. Beginning on July 1, 2015, the following fees shall apply:

- a. Residential parking permit or new resident temporary parking permit: fifteen dollars (\$15.00) per year for each vehicle registered to a resident of the zone;
- b. Non-residential parking permit: three hundred dollars (\$300.00) per year;
- c. Temporary resident parking permit (90-day): one hundred twenty-five dollars (\$125.00);
Temporary work permit (90-day): one hundred twenty-five dollars (\$125.00) and not more than 90 days;
Temporary residential permit (14-day): fifteen dollars (\$15.00);
- d. Home healthcare permit (90-day): fifty dollars (\$50.00);
- e. Contractor parking permit (1 and 2 family residences):
 - (i) Six-month permit: one hundred twenty-five dollars (\$125.00); and
 - (ii) Daily permit: fifteen dollars (\$15.00) a day;
- f. Visitors parking permit: Daily: five dollars (\$5.00) for each permit for up to five (5) permits;
- g. Transfer permit: fifteen dollars (\$15.00);
- h. Senior citizen residents or deed restricted low/moderate income residents or R-2 residents: zero dollars (\$0.00).
- i. Zone 16-2: \$50 per six-month period for each vehicle registered to a person currently working for an employer located within Parking Permit Zone 16.

(11) On-street permit to park in the zone designated by ordinance as Douglas and Arthur Skinner Memorial Drive (FKA: Jersey Avenue): \$200.00 per year.

(12) Parking or standing a vehicle in designated space in the parking meter zone within the area of the west side of Douglas and Arthur Skinner Memorial Drive (FKA: Jersey Avenue) from Grand Street south to the light rail tracks shall be lawful for two (2) hours upon the deposit of twenty-five cents (\$0.25) per one-half (½) hour in the multi-space machine for those hours specified in this section.

(13) Parking permit fees for municipal lots:

PARKING PERMIT FEES FOR MUNICIPAL LOTS			
(F/K/A) LOT#	LOCATION	PERMITS	FEE MONTHLY
1	Oakland/Washburn/Hoboken Avenue (leased from DOT)	24/7	\$105.00
2 (a/k/a 28)	Montgomery Street & Orchard Street (leased)	24/7	\$80.00
3 (a/k/a 33)	Sherman Place & Central Avenue	24/7	\$95.00
4 (a/k/a 39)	522 West Side Avenue (Between Clendenny Avenue & Union Street)		
5 (a/k/a 44)	693 Newark Avenue & Cottage Street	24/7	\$105.00
6 (a/k/a 49)	340 Central Avenue (Burger King Lot)	24/7 NP	\$70.00
7 (a/k/a 50)	Fairview & Bergen Avenue	24/7	\$85.00
8 (a/k/a 51)	404 2nd Street	24/7	\$85.00
9 (a/k/a 52)	174 Newark Avenue	24/7	\$90.00
10 (a/k/a 53)	477-79 Central Avenue & Congress	24/7	\$75.00
11 (a/k/a 54)	Boland Street Fairmount Avenue	24/7	\$65.00
12 (a/k/a 56)	733-735 Newark Avenue (leased from DOT)	24/7	\$105.00
13 (a/k/a 15)	754 West Side Avenue (between Fairview and Fairmount Avenue)	24/7	\$55.00
14 (a/k/a 3)	352 Central Avenue		
15 (a/k/a 4)	388 Central Avenue		
16 (a/k/a 12)	Hoboken Ave. & Cook Street (LEASED)		

ALL	ALL COMMERCIAL VEHICLES	24/7	\$130.00
ALL	NIGHT TIME PARKING (NP) as available, first come, first served. City residents shall be accorded a preference.	NP	\$55.00

(14) Parking fee for Itinerant Food Vendor Parking: Parking or standing a vehicle in a designated space within the Itinerant Food Vendor Truck Parking Zone as set forth in § 332-57 shall be lawful upon payment of twenty-dollars (\$20.00).

TT. through **UU.**

NO CHANGE.

- II. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- III. This Ordinance shall be a part of the Jersey City Municipal Code as though codified and incorporated in the official copies of the Jersey City Municipal Code.
- IV. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if condition 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.
- V. This Ordinance shall take effect at the time and in the manner as provided by law.

NOTE: All new material is underlined; words ~~struck through~~ are repealed. For purposes of advertising only, new matter is in **boldface** type and words which are repealed are in *italics*.

JJH/mma
04/30/19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

ORDINANCE FACT SHEET

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

Full Title of Ordinance

AN ORDINANCE AMENDING CHAPTER 160, (FEES AND CHARGES) SECTION SS (CHAPTER 332, VEHICLES AND TRAFFIC) TO ESTABLISH A FEE FOR ITINERANT FOOD VENDOR PARKING WITHIN THE ITINERANT FOOD VENDOR PARKING ZONE

Initiator

Department/Division	Department of Business Administration	Office of the Business Administrator
Name/Title	Brian D. Platt	Business Administrator
Phone/email	201-547-4513	bplatt@icnj.org

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

Ordinance Purpose

This Ordinance establishes the parking fee for Itinerant Food Vendor Parking

I certify that all the facts presented herein are accurate.



**Brian D. Platt
Business Administrator**

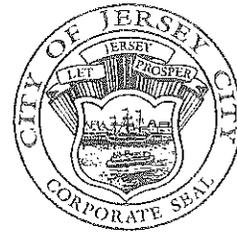
April 30, 2019

Date

City Clerk File No. Ord. 19-059

Agenda No. 3.7 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-059

TITLE: AN ORDINANCE AMENDING CHAPTER 332 (VEHICLES AND TRAFFIC), ARTICLE VII (METERED PARKING), SECTION 57 (ON STREET PERMIT PARKING ZONE) TO (1) REMOVE YORK STREET FROM THE ITINERANT FOOD VENDOR PARKING ZONE, (2) ADD PORTIONS OF JERSEY AVENUE, JOHN F. KENNEDY BOULEVARD AND BERGEN AVENUE TO THE ITINERANT FOOD VENDOR PARKING ZONE AND (3) CHANGING THE HOURS FOR ITINERANT FOOD VENDOR PARKING WITHIN THE ITINERANT FOOD VENDOR PARKING ZONE TO 5:00 A.M. UNTIL 9:00 P.M.

THE MUNICIPAL COUNCIL OF THE CITY JERSEY CITY DOES ORDAIN:

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

Section 332-57 On street permit parking zones.

Pursuant to Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments), Section 175-8 (Itinerant Establishments), Section 175-9.3 (Operation Requirements for all Devices, Push Carts and Trucks) (C), and Section 175-15 (Parking Permit Exemption - Itinerant Food Trucks) (C), the permit parking zone issued for use by Itinerant Vendor Trucks will be in effect from ~~6:00~~ 5:00 a.m. to ~~10:00~~ 9:00 p.m., Monday through Sunday, for the following streets:

Name of Street	Limits
Grand Street (both sides)	Hudson Street to the Waterfront
Sussex Street (both sides)	Hudson Street to the Waterfront
York Street (both sides)	Hudson Street to the Waterfront
<u>Jersey Avenue (west side)</u>	<u>Grand Street to Regent Street</u>
<u>John F. Kennedy Boulevard (west side)</u>	<u>Culver Avenue to Audubon Avenue</u>
<u>Bergen Avenue (east side)</u>	<u>Sip Avenue to J.F.K. Boulevard</u>

Any Itinerant Food Trucks or other vehicles parked in those spaces specifically designed for Itinerant Food Trucks within this zone between 9:01 p.m. and 4:59 a.m. shall be subject to a fine and impounded.

No other vehicle except an Itinerant Food Truck licensed to operate within Jersey City shall be permitted to park in a space specifically designed for Itinerant Food Trucks. Any other type of vehicle parked in this zone shall be subject to a fine and impounded.

- II. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- III. This Ordinance shall be a part of the Jersey City Municipal Code as though codified and incorporated in the official copies of the Jersey City Municipal Code.

- IV. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if condition 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.
- V. This Ordinance shall take effect at the time and in the manner as provided by law.

NOTE: All new material is underlined; words ~~struck through~~ are repealed. For purposes of advertising only, new matter is in **boldface** type **and** words which are repealed are in *italics*.

JJH/mma
04/30/19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

ORDINANCE FACT SHEET

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

Full Title of Ordinance

AN ORDINANCE AMENDING CHAPTER 332 (VEHICLES AND TRAFFIC), ARTICLE VII (METERED PARKING), SECTION 57 (ON STREET PERMIT PARKING ZONE) TO (1) REMOVE YORK STREET FROM THE ITINERANT FOOD VENDOR PARKING ZONE, (2) ADD PORTIONS OF JERSEY AVENUE, JOHN F. KENNEDY BOULEVARD AND BERGEN AVENUE TO THE ITINERANT FOOD VENDOR PARKING ZONE AND (3) CHANGING THE HOURS FOR ITINERANT FOOD VENDOR PARKING WITHIN THE ITINERANT FOOD VENDOR PARKING ZONE TO 5:00 A.M. UNTIL 9:00 P.M.

Initiator

Department/Division	Department of Business Administration	Office of the Business Administrator
Name/Title	Brian D. Platt	Business Administrator
Phone/email	201-547-4513	bplatt@jenj.org

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

Ordinance Purpose

This Ordinance amends Chapter 332-57 to remove York Street from the Itinerant Food Truck Parking Zone, adds portions of Jersey Avenue, JFK Blvd. & Bergen Avenue to the Itinerant Food Truck Parking Zone, changes the hours of the Itinerant Food Truck Parking Zone and clarifies the penalties for violating the Itinerant Food Truck Parking Zone restrictions.

I certify that all the facts presented herein are accurate.



Brian D. Platt
Business Administrator

April 30, 2019

Date

City Clerk File No. Ord. 19-060

Agenda No. 3.8 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-060

TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THIRTY SIX (36) PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.

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

WHEREAS, the City needs thirty six (36) parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza; and

WHEREAS, the Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$170.00 per space per month for a total monthly cost of \$6,120.00; and

WHEREAS, the City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) at \$170.00 per space; and

WHEREAS, the Harwood Corporation and the City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination; and

WHEREAS, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

WHEREAS, the lease term shall be effective on June 1, 2019 and ending on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years; and

WHEREAS, funds will be made available in account #01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with the Harwood Corporation for thirty six (36) unreserved parking spaces at 808 Pavonia Avenue, Jersey City.
2. The term of the lease shall take effect as of June 1, 2019 and shall end on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years.
3. The Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination.
4. The monthly rent for thirty six (36) unreserved parking spaces shall be \$170.00 per space for a total monthly amount of \$6,120.00.
5. The City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) spaces at \$170.00 per space.

- 6. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-i et seq. Of the City Code.
- 7. Funds will be made available in Account No. 01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect in the manner as prescribed by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition # 0188183 P.O. # 133257

 Elizabeth Castillo,
 Acting Chief Financial Officer

B.B.
5-13-14

APPROVED AS TO LEGAL FORM

APPROVED: _____

[Handwritten Signature]

 Corporation Counsel

APPROVED: _____
 Business Administrator

Certification Required
 Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THIRTY SIX (36) PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Ann Marie Miller	Real Estate Manager
Phone/E-Mail	(201) 547-5234	

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

Ordinance/Resolution Purpose

The City needs 36 parking spaces for the Department of Public Safety personnel working at 1 Journal Square. The Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$170.00 per space per month for a total monthly cost \$6,120.00. The City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) at \$170.00 per space. Harwood & the City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination. Term shall be effective June 1, 2019 and ending May 31, 2021.

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/15/19

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT made this _____ day of _____, 2019 between **HARWOOD CORPORATION** located at 26 Journal Square Suite 804, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, the City requires thirty six (36) parking spaces for employees working at the Department of Public Safety located at 1 Journal Square Plaza, Jersey City, New Jersey; and

WHEREAS, the Harwood Corporation agrees to lease the City thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

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

ARTICLE I **Premises**

Harwood Corporation does hereby lease to the City and the City does hereby rent from Harwood Corporation the following described premises :A total of thirty six (36) parking spaces located at 808 Pavonia Avenue. During the lease term, the City shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

ARTICLE II **Term**

For a term of effective as of June 1, 2019 and ending May 31, 2021 unless otherwise extended for an additional two (2) years.

ARTICLE III **Use**

Under the terms of this lease, the City shall have the right to use and occupy thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

ARTICLE IV **Payment of Rent**

The City covenants and agrees to pay the Harwood Corporation rent for and during the term hereof the sum of Six Thousand One Hundred Twenty Dollars (\$6,120.00) per month during the term of this Lease. The sum of Six Thousand One Hundred Twenty Dollars (\$6,120.00) represents the monthly rent due for thirty six (36) parking spaces at One Hundred Seventy Dollars (\$170.00) per parking space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of \$170.00 per space. The parking spaces

rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. Of the City Code.

ARTICLE V
Assignment Sub- Lease

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

ARTICLE VI
Termination

The City and Harwood shall have the right at its convenience to terminate the lease at any time during its term by giving ninety (90) days' notice prior to the date of termination.

ARTICLE VII
Validity of Lease

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

ARTICLE VIII
Notices

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

ARTICLE IX
Entire Contract

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

ARTICLE X

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

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

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

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

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN PLATT
Business Administrator

WITNESS:

HARWOOD CORPORATION

BY: _____

BY: _____

City Clerk File No. Ord. 19-061

Agenda No. 3.9 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 19-061

TITLE:

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW CINGULAR WIRELESS PCS, LLC TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND STREET LIGHT FIXTURES AND IF NECESSARY TO INSTALL NEW OR REPLACEMENT STREET LIGHT FIXTURES AND UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

WHEREAS, New Cingular Wireless PCS, LLC, a subsidiary of AT&T, Inc., ("AT&T"), 575 Morosgo Drive, Atlanta, GA 30324, is a telecommunications carrier authorized to provide services by the Federal Communications Commission; and

WHEREAS, AT&T has requested that the City of Jersey City ("City") grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and lines and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

WHEREAS, AT&T will execute a twenty (20) year Use Agreement and will pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering review of AT&T's Project; and

WHEREAS, AT&T agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review; 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 the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interests of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to AT&T 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 AT&T's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

WHEREAS, AT&T 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 facilities within certain public rights-of-way as set forth in the Use Agreement, 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 AT&T to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of twenty (20) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;
2. The within granted permission is conditioned upon AT&T's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance;
3. AT&T shall pay to the City \$750.00 per installation of each new utility pole or street light to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to AT&T's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, AT&T will pay the City's reasonable administrative expenses that the City incurs.
4. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel 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*.

RR
5-9-19

JMcK
5/14/19

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW CINGULAR WIRELESS PCS, LLC TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND STREET LIGHT FIXTURES AND IF NECESSARY TO INSTALL NEW OR REPLACEMENT STREET LIGHT FIXTURES AND UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

Project Manager

Department/Division	Administration	Engineering
Name/Title	Joe Cunha	Municipal Engineer
Phone/email	547-6986	JCunha@jcnj.org

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

Contract Purpose

New Cingular Wireless PCS, LLC ("AT&T"), a subsidiary of AT&T, Inc., is a telecommunications carrier authorized to provide services by the Federal Communications Commission. AT&T has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and lines and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project). AT&T will execute a 20 year Use Agreement and will pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering review of AT&T's Project.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

Twenty years

Type of award

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.



Signature of Department Director

5/13/19

Date

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT (“Use Agreement”) is dated the ___ day of _____, 2019 (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 New Cingular Wireless PCS, LLC (“AT&T”) a limited liability company formed under the laws of the State of Delaware and a subsidiary of AT&T, Inc., with offices located at 575 Morosgo Drive, Atlanta, GA 30324.

RECITALS

WHEREAS, AT&T is a telecommunications carrier authorized to provide services by the Federal Communications Commission (“FCC”); and

WHEREAS, AT&T has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

WHEREAS, AT&T agrees to execute this twenty (20) year Use Agreement as set forth in Section 8 of this Use Agreement; and

WHEREAS, AT&T agrees to pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering and legal review of the AT&T Project as set forth in Section 7 of this Use Agreement; and

WHEREAS, AT&T agrees to pay the City’s reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; 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 the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interests of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to AT&T 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 AT&T’s continued compliance with all existing and future ordinances of the City and the FCC in entering into this Use Agreement with the City; and

WHEREAS, AT&T agrees to indemnify, defend and hold the City harmless as to all claims and liability to the extent resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of

its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

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

Section 1: Definitions

- a. "AT&T" is the grantee of rights under this Use Agreement and is known as New Cingular Wireless PCS, LLC, its successors and assigns.
- b. "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.
- c. "FCC" is the Federal Communications Commission.
- 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 constructions and use.
- g. "Utility Poles" means poles with associated anchors and supports, if any, owned by AT&T and poles owned by others upon which AT&T has the right to attach telecommunications facilities.
- h. "Street Light Fixture" means any pole or similar structure and the associated anchors and supports used to support a lighting fixture located in the right-of-way.
- i. "Effective Date" means the date this Agreement is executed by City officials.
- j. "Facilities" means Underground Conduit, Utility Poles, Wiring, Cabinets, Footings and Street Light Fixtures.

Section 2: Grant of Consent.

The City hereby grants AT&T 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 telecommunications facilities, 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 for the City to grant consent to AT&T to occupy said public rights-of-way within the City for this purpose.

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

(a) AT&T will be installing antennas and related telecommunications equipment on existing utility poles and street light fixtures, as well as new and/or replacement utility poles and new and/or replacement street light fixtures to accommodate such antennas and telecommunications equipment, if and where necessary. Any construction to be undertaken for the purposes described herein shall require complete compliance with the associated Right of Way opening and traffic permitting processes, as promulgated by prevailing City ordinances, and notice of commencement of construction by AT&T to the City. AT&T shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction. For all associated installations, especially for the construction of new Facilities, AT&T shall obtain the approval of the Municipal Engineer and the Director of the Division of City Planning, not to be unreasonably withheld, conditioned, or delayed.

(b) This Use Agreement shall permit the installation of the wireless facilities listed in the attached Exhibit A to this Use Agreement. At such time as AT&T desires to install additional new utility poles, additional installations on existing utility poles and/or additional street light poles City and AT&T shall negotiate with the City for an amendment to this Use Agreement.

(c) Roadway restoration requirements, including but not limited to milling and paving as determined by the Municipal Engineer, shall apply pursuant to Ordinance 15.003.

Section 5: Scope of Use Agreement.

Any and all rights expressly granted to AT&T under this Use Agreement, which shall be exercised at AT&T's sole cost 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 on a non-discriminatory basis, 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 AT&T 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 Street Light Fixtures, Utility Poles and Underground Conduit, which shall be the sole responsibility of AT&T 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 AT&T to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, retrofit and replace its telecommunications facilities, in or on Street Light Fixtures, Utility Poles or Underground Conduit owned by public

utility companies or to be constructed by AT&T located within the municipal rights-of-way, and as may be permitted by the public utility company or property owner, as the case may be.

Section 6: Compliance with Ordinances

AT&T 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. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the parties, or establishes rates, terms or conditions for the grants of permission to construct, install, operate, and maintain antennas and related telecommunications equipment in metal street light fixtures in the public rights-of-way and to replace existing metal street lights fixtures to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system, that differ, in any material respect from the terms of this Use Agreement (“New Law”), then either Party may, upon thirty (30) days written notice, require that the terms of this Use Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon new terms within 90 days after notice, then the rates contained in the New Law shall apply from the 90th day forward until the negotiations are completed, or a party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

Section 7: Municipal Costs and Bond Requirements

(a) AT&T agrees to pay to the City \$750.00 per installation of each new utility pole or new street light pole to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to AT&T’s request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, AT&T agrees to pay the City’s reasonable administrative expenses that the City incurs.

(b) Each new utility pole installation and street light with wireless facilities mounted thereon, plus any associated cuts in the roadway or sidewalk or any other part of the public right-of-way, will be permitted on an individual basis, in accordance with the City’s right-of-way opening permit procedures set forth in Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code. The total computed area of the disturbance, including the ground area disturbed and/or occupied by the new pole shall govern in determining the proper permit fees to be assessed.

(c) Any other cuts in the roadway or sidewalk or any other part of the public right-of-way, including but not limited to those associated with wireless facilities installed onto existing utility poles, will be permitted on an individual basis in accordance with the City’s right-of-way opening permit procedures set forth in Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code.

(d) A construction, performance and completion bond in the amount of \$1,000.00 for each new utility pole or new street light pole shall be obtained for the purpose of guaranteeing the installation and removal of all wireless facilities and associated utility poles in compliance with

the ordinances of the City and this Agreement. AT&T shall be responsible for the maintenance and repair of its Facilities, the removal of its Facilities when they are no longer needed to provide telecommunications services, and the restoration of the public right-of-way to the condition that existed prior to the installation of the Facilities (the "Work"). AT&T shall provide a performance bond to secure the performance of the Work. The bond obtained by AT&T shall be subject to approval by the City's Risk Manager.

(e) Any other reasonable, actually incurred fees assessed outside of this section for the initial review, approval and processing of each application for new wireless facilities within the City's public right-of-way shall be considered separate and additional to any fees associated with the typical permitting process detailed in this section in accordance with Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code, the escrow deposit required by this section, and all other costs associated with the proper restoration of public roadway and/or sidewalk pavement in accordance with the City's ordinances and as determined appropriate by the Municipal Engineer.

Section 8: Duration of Consent and Termination of Agreement

The non-exclusive municipal consent granted herein shall expire forty (20) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that AT&T 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 AT&T 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

AT&T, 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, suits, 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 AT&T'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, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with AT&T's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor AT&T shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

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 by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To AT&T at:

New Cingular Wireless PCS, LLC
ATTN: Network Real Estate Administration
RE: Cell Site Name: Jersey City ROW MAA (NJ)
Fixed Asset No.: 10547801
575 Morosgo Drive
Atlanta, GA 30324

With Copy To:

New Cingular Wireless PCS, LLC
Attn.: AT&T Legal Department
RE: Cell Site Name: Jersey City ROW MAA (NJ)
Fixed Asset No.: 10547801
208 S. Akard Street
Dallas, Texas 75202-4206

To Jersey City:

Municipal Engineer
City of Jersey City
13-15 East Linden Ave
Jersey City, New Jersey 07305

With a copy to:

Corporation Counsel
Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Section 11: Liability Insurance

AT&T shall at all times maintain commercial general liability insurance with a single amount of One Million dollars (\$1,000,000.00) per occurrence and in the aggregate covering liability for death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability (or "umbrella") insurance in the amount of Five Million Dollars (\$5,000,000.00). AT&T may use any combination of primary and excess to meet required total limits. AT&T shall also show evidence of Auto Liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit and Worker's Compensation coverage with New Jersey statutory limits and Employer's Liability of \$500,000 / \$500,000 / \$500,000.

Prior to the commencement of any work pursuant to this Use Agreement, AT&T shall file Certificates of Insurance with the City with endorsements evidencing the required coverage.

Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include Owner as an additional insured, the following conditions apply: (i) City shall promptly and no later than fifteen (15) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) City shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

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, except as provide for in Section 4(b), 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 above.

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

Witness

By: _____

Print Name: _____

City of Jersey City

Witness

Brian Platt
Business Administrator

Robert Byrne
Municipal Clerk

RR
5-9-19

Exhibit A
List of Facilities

Site Name	City	Street Address	Candidate Latitude	Candidate Longitude	TYPE
CRAN_RNYJ_JRY02_001	Jersey City	2 Colony Road	40.677549	-74.084855	NEW POLE
CRAN_RNYJ_JRY02_002	Jersey City	201 Port Jersey Boulevard	40.677733	-74.090711	NEW POLE
CRAN_RNYJ_JRY02_003	Jersey City	200 Industrial Drive	40.680568	-74.088729	NEW POLE
CRAN_RNYJ_JRY02_004	Jersey City	One Independence Way	40.688313	-74.075007	NEW POLE
CRAN_RNYJ_JRY02_005	Jersey City	119 Merritt Street	40.6897966	-74.09984	NEW POLE
CRAN_RNYJ_JRY02_006	Jersey City	174 Garfield Avenue	40.690725	-74.093774	EXISTING POLE
CRAN_RNYJ_JRY02_007	Jersey City	111 Gates Avenue	40.691214	-74.096707	EXISTING POLE
CRAN_RNYJ_JRY02_008	Jersey City	One Chapel Avenue	40.693172	-74.081757	NEW POLE
CRAN_RNYJ_JRY02_009	Jersey City	130 Old Bergen Road	40.693912	-74.095383	NEW POLE
CRAN_RNYJ_JRY02_010	Jersey City	1612 John F. Kennedy Boulevard	40.696363	-74.098154	NEW POLE
CRAN_RNYJ_JRY02_011	Jersey City	20 Theodore Conrad Drive	40.697891	-74.058777	NEW POLE
CRAN_RNYJ_JRY02_012	Jersey City	1684 John F. Kennedy Boulevard	40.698527	-74.096024	NEW POLE
CRAN_RNYJ_JRY02_013	Jersey City	81 Country Village Road	40.698536	-74.104352	NEW POLE
CRAN_RNYJ_JRY02_014	Jersey City	165-197 Thomas McGovern Drive a/k/a James A Hamil Drive	40.69983	-74.05603	NEW POLE
CRAN_RNYJ_JRY02_015	Jersey City	564 Garfield Avenue	40.70022	-74.079796	EXISTING POLE
CRAN_RNYJ_JRY02_016	Jersey City	403 Ocean Avenue	40.700581	-74.08366	NEW POLE
CRAN_RNYJ_JRY02_017	Jersey City	40 Long Street	40.70045	-74.09129	NEW POLE
CRAN_RNYJ_JRY02_018	Jersey City	36 Pinecrest Avenue	40.701399	-74.102194	NEW POLE
CRAN_RNYJ_JRY02_019	Jersey City	200 Theodore Conrad Dr	40.701292	-74.065485	NEW POLE
CRAN_RNYJ_JRY02_020	Jersey City	111 Thomas McGovern Dr	40.701478	-74.059721	NEW POLE
CRAN_RNYJ_JRY02_021	Jersey City	163 Martin Luther King Blvd	40.705603	-74.085497	NEW POLE
CRAN_RNYJ_JRY02_022	Jersey City	86 Sterling Ave	40.705601	-74.094027	NEW POLE
CRAN_RNYJ_JRY02_023	Jersey City	222 Jersey City	40.706506	-74.056993	NEW POLE
CRAN_RNYJ_JRY02_024	Jersey City	184 Bayview Avenue	40.707226	-74.083106	NEW POLE
CRAN_RNYJ_JRY02_025	Jersey City	2015 John F Kennedy Blvd	40.708133	-74.087259	EXISTING POLE
CRAN_RNYJ_JRY02_026	Jersey City	659 Ocean Avenue	40.708829	-74.077066	NEW POLE
CRAN_RNYJ_JRY02_028	Jersey City	300 Martin Luther King Jr Dr	40.709176	-74.080847	NEW POLE
CRAN_RNYJ_JRY02_029	Jersey City	176 West Side Avenue	40.709771	-74.094558	NEW POLE
CRAN_RNYJ_JRY02_030	Jersey City	151 Warren St	40.712573	-74.040037	NEW POLE
CRAN_RNYJ_JRY02_031	Jersey City	One Greene Street	40.712826	-74.036411	NEW POLE
CRAN_RNYJ_JRY02_032	Jersey City	100 Marin Blvd	40.71337	-74.041623	EXISTING POLE
CRAN_RNYJ_JRY02_033	Jersey City	128 Maple St	40.713821	-74.060825	NEW POLE
CRAN_RNYJ_JRY02_034	Jersey City	199 Washington St	40.713927	-74.038133	NEW POLE

CRAN_RNYJ_JRY02_035	Jersey City	221 Warren St	40.714812	-74.039615	NEW POLE
CRAN_RNYJ_JRY02_036	Jersey City	225 Grand St	40.715194	-74.042979	NEW POLE
CRAN_RNYJ_JRY02_038	Jersey City	160 Grand St	40.715816	-74.041061	EXISTING POLE
CRAN_RNYJ_JRY02_040	Jersey City	36 Water St	40.71594	-74.095244	NEW POLE
CRAN_RNYJ_JRY02_042	Jersey City	254 Grove St	40.716854	-74.044318	EXISTING POLE
CRAN_RNYJ_JRY02_044	Jersey City	40 Crescent Ave	40.716946	-74.070788	NEW POLE
CRAN_RNYJ_JRY02_046	Jersey City	345 Marin Blvd	40.72052	-74.041233	EXISTING POLE
CRAN_RNYJ_JRY02_047	Jersey City	319 Grove St	40.719485	-74.043227	NEW POLE
CRAN_RNYJ_JRY02_048	Jersey City	552 Bergen Ave	40.719657	-74.074119	NEW POLE
CRAN_RNYJ_JRY02_049	Jersey City	501 JERSEY AVE	40.719978	-74.047222	EXISTING POLE
CRAN_RNYJ_JRY02_050	Jersey City	1 Jewitt Avenue	40.719965	-74.067074	NEW POLE
CRAN_RNYJ_JRY02_052	Jersey City	525 MONTGOMERY STREET	40.720898	-74.06036	NEW POLE
CRAN_RNYJ_JRY02_053	Jersey City	206 COLUMBUS DRIVE	40.721258	-74.048031	NEW POLE
CRAN_RNYJ_JRY02_054	Jersey City	351 MARIN BLVD	40.721367	-74.041089	NEW POLE
CRAN_RNYJ_JRY02_055	Jersey City	854 Communipaw Ave	40.721809	-74.083384	EXISTING POLE
CRAN_RNYJ_JRY02_056	Jersey City	110 Second Street	40.722004	-74.037504	NEW POLE
CRAN_RNYJ_JRY02_057	Jersey City	548 Jersey Avenue	40.721977	-74.045799	NEW POLE
CRAN_RNYJ_JRY02_058	Jersey City	200 Summit Ave	40.722044	-74.065823	NEW POLE
CRAN_RNYJ_JRY02_059	Jersey City	220 Belmont Ave	40.722187	-74.075446	NEW POLE
CRAN_RNYJ_JRY02_060	Jersey City	373 MONMOUTH STREET	40.722123	-74.049484	EXISTING POLE
CRAN_RNYJ_JRY02_061	Jersey City	257 2ND STREET	40.722494	-74.044349	NEW POLE
CRAN_RNYJ_JRY02_062	Jersey City	17 Marcy Ave	40.72284	-74.089872	EXISTING POLE
CRAN_RNYJ_JRY02_063	Jersey City	407 1ST STREET	40.722889	-74.052552	EXISTING POLE
CRAN_RNYJ_JRY02_064	Jersey City	618 Montgomery Street	40.723527	-74.063145	NEW POLE
CRAN_RNYJ_JRY02_065	Jersey City	134 Brunswick street	40.723709	-74.050714	NEW POLE
CRAN_RNYJ_JRY02_066	Jersey City	665 Montgomery street	40.724035	-74.065321	NEW POLE
CRAN_RNYJ_JRY02_068	Jersey City	21 Gray Street	40.725044	-74.062396	NEW POLE
CRAN_RNYJ_JRY02_069	Jersey City	1135 Marin boulevard	40.725291	-74.040508	NEW POLE
CRAN_RNYJ_JRY02_070	Jersey City	86 Duncan avenue	40.72542	-74.073606	EXISTING POLE
CRAN_RNYJ_JRY02_071	Jersey City	732 Bergen Avenue	40.724747	-74.068618	NEW POLE
CRAN_RNYJ_JRY02_072	Jersey City	6 Elizabeth Street	40.726896	-74.057497	NEW POLE
CRAN_RNYJ_JRY02_073	Jersey City	2671 John F. Kennedy Blvd	40.727612	-74.070881	NEW POLE
CRAN_RNYJ_JRY02_074	Jersey City	155 Erie street	40.727467	-74.043495	EXISTING POLE
CRAN_RNYJ_JRY02_076	Jersey City	290 Duncan avenue	40.729072	-74.081734	NEW POLE

CRAN_RNVJ_JRY02_078	Jersey City	515 Newark Avenue	40.730194	-74.055704	NEW POLE
CRAN_RNVJ_JRY02_079	Jersey City	51 Stuyvesant Avenue	40.729766	-74.070931	EXISTING POLE
CRAN_RNVJ_JRY02_080	Jersey City	284 Coles street	40.733267	-74.04583	EXISTING POLE
CRAN_RNVJ_JRY02_081	Jersey City	46 Logan Ave	40.733688	-74.074224	NEW POLE
CRAN_RNVJ_JRY02_083	Jersey City	406 Sip Ave	40.734579	-74.080873	EXISTING POLE
CRAN_RNVJ_JRY02_084	Jersey City	201 Tonnelle Avenue	40.737092	-74.065963	NEW POLE
CRAN_RNVJ_JRY02_086	Jersey City	58 Ravine Avenue (Pole located on Ferry St)	40.740985	-74.049806	NEW POLE
CRAN_RNVJ_JRY02_087	Jersey City	368 Palisade Avenue	40.741352	-74.045916	NEW POLE
CRAN_RNVJ_JRY02_088	Jersey City	218 Central Ave	40.742059	-74.051885	NEW POLE
CRAN_RNVJ_JRY02_089	Jersey City	96 Franklin Street	40.742627	-74.049274	NEW POLE
CRAN_RNVJ_JRY02_090	Jersey City	141 Webster Avenue	40.743266	-74.046884	NEW POLE
CRAN_RNVJ_JRY02_091	Jersey City	91 Lake Street	40.743251	-74.059075	NEW POLE
CRAN_RNVJ_JRY02_092	Jersey City	Palisade Ave Riverview Park	40.744177	-74.044099	NEW POLE
CRAN_RNVJ_JRY02_093	Jersey City	80 Griffith St	40.744604	-74.046105	NEW POLE
CRAN_RNVJ_JRY02_094	Jersey City	132 Carlton Ave	40.744718	-74.06031	NEW POLE
CRAN_RNVJ_JRY02_095	Jersey City	Leonord Gordon Park	40.745493	-74.057885	EXISTING POLE
CRAN_RNVJ_JRY02_096	Jersey City	287 New York Ave	40.745993	-74.044117	NEW POLE
CRAN_RNVJ_JRY02_097	Jersey City	341 Central Avenue	40.746647	-74.049091	NEW POLE
CRAN_RNVJ_JRY02_098	Jersey City	3379 JFK Blvd	40.747875	-74.056313	NEW POLE
CRAN_RNVJ_JRY02_099 A	Jersey City	2 Congress Street	40.74857	-74.039764	NEW POLE
CRAN_RNVJ_JRY02_100	Jersey City	49 Blecker Street	40.750602	-74.049185	EXISTING POLE
CRAN_RNVJ_JRY02_101	Jersey City	51 Irving Street	40.753677	-74.047064	EXISTING POLE
CRAN_RNVJ_JRY02_102	Jersey City	93 Nelson Ave	40.755209	-74.051199	EXISTING POLE
CRAN_RNVJ_JRY02_103	Jersey City	294 Columbia Avenue	40.7578	-74.050476	NEW POLE
CRAN_RNVJ_JRY02_104	Jersey City	187 Nelson Avenue	40.758348	-74.049047	NEW POLE
CRAN_RNVJ_JRY02_037 - B	Jersey City	239 Barrow Street	40.716795	-74.047125	NEW POLE
CRAN_RNVJ_JRY02_045 - C	Jersey City	5 Wayne Street	40.718433	-74.042309	NEW POLE
CRAN_RNVJ_JRY02_075	Jersey City	258 9th St	40.728506	-74.044896	NEW POLE
CRAN_RNVJ_JRY02_082	Jersey City	142 Palisade Avenue	40.734353	-74.0504	NEW POLE
CRAN_RNVJ_JRY02_085	Jersey City	326 Palisade Avenue	40.739465	-74.047118	NEW POLE

City Clerk File No. Ord. 19-062

Agenda No. 3.10 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-062

TITLE: AN FRANCHISE ORDINANCE GRANTING PERMISSION TO 972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY OF SUMMIT AVENUE.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOSE ORDAIN:

WHEREAS, Petitioner is the owner of real property in Jersey City known as 972-976 Summit Ave, Block 2801, Lots 5.01, and

WHEREAS, Petitioner has filed a petition with the Municipal Council of Jersey City, requesting a franchise as shown on a Survey prepared by Pronesti Surveying, Inc. (hereinafter referred to as Exhibit "A"), said Petition and Survey being on file with the Office of the City Clerk, requesting a franchise giving permission to use an area of approximately 118 feet in length and 4 feet in depth of the public right of way on Lincoln Street, and 105 feet in length and 3.2 feet in depth of the public right of way on Summit Ave, for the installation of planters, steps and stoops which shall encroach into the right of way, as depicted on Exhibit "A"; and

WHEREAS, the public interest will be served by this franchise as it will advance the public safety and welfare; and

WHEREAS, the use of the area in questions is consistent with the adjacent buildings, the Petitioner requests that this ordinance be adopted; and

WHEREAS, 972-976 Summit Ave Development, LLC, its successors and assigns, has made application to the Municipal Council of Jersey City by written Petition for the franchise herein referred to:

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

SECTION 1: Permission is hereby granted to 972-976 Summit Avenue Development, LLC, its successors and assigns to install planter, the steps and stoops as depicted on Exhibit "A" and in accordance with the approved Site Plan adopted by the Jersey City Zoning Board of Adjustment.

SECTION 2: This Ordinance shall remain in full force and effect for a period of twenty (20) years. In the event that the Municipal Council determines this Ordinance must be cancelled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioner one year prior to the date of cancellation.

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

SECTION 4: In accepting the privileges of this ordinance and the installation, maintenance and use hereby authorized, 972-976 Summit Ave Development, LLC, its successors and assigns, hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to person or property by reason of said installations, maintenance and use and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use for the term of this ordinance.

(A) 972-976 Summit Ave Development, LLC, its successors and assigns shall maintain in effect, during the term of this franchise, General Liability insurance naming the City of Jersey City, its officers and employees as Additional Insureds, covering the use and occupancy of the franchised portion of Summit Avenue and Lincoln Street. A Certificate of Insurance, in the amount of \$2,000,000.00, or in such amount and type as the City's Risk Manager may reasonably require from time to time, and in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to the Franchise Ordinance.

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

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

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

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

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

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

- (a) An easement upon the portion of the Property subject to this Franchise Ordinance is herein reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with any way relating to the City of Jersey City's or public utility companies' use or operation of water, sewer or utility lines.
- (b)
- (c) The petitioner shall install the planter, steps and stoops in accordance with the approved Site Plan.
- (d) All inconsistent Ordinances and parts of Ordinances 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 are authorized and directed to change any chapter numbers, article numbers and section number 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 repeal of the existing provisions.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

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

Full Title of Ordinance/Resolution

AN FRANCHISE ORDINANCE GRANTING PERMISSION TO 972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON

Initiator

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@cnj.org	201 547-5149

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

Ordinance Purpose

972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON SUMMIT AVENUE.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date