

City Clerk File No. Ord. 13-001

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-001
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE TO REQUIRE BICYCLE PARKING**

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

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

WHEREAS, the Land Development Ordinance does not currently require bicycle parking; and

WHEREAS, bicycling is a feasible alternative to driving for many trips and replacing car trips with bicycling can reduce pollution and congestion, can increase air quality, and is a healthy alternative; and

WHEREAS, improving bicycle infrastructure, including parking, can help to increase the number of bicycle trips; and

WHEREAS, it is advisable to add bicycle parking requirements to provide safe, convenient and adequate parking.

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

WHEREAS, the Planning Board at its meeting of December 18, 2012 did vote to recommend that the Municipal Council include language requiring bicycle parking to the Land Development Ordinance; and

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

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

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.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

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:
Business Administrator

Certification Required

Not Required

ORDINANCE FACT SHEET

1. Full Title of Ordinance:

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE TO REQUIRE BICYCLE PARKING

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

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

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

This Ordinance will amend the Land Development Ordinance (Zoning Ordinance) to require bicycle parking. Design standards as well as the number of spaces required have been established.

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

Bicycle use is increasing in Jersey City, and greater use is being encouraged. It is necessary to provide adequate infrastructure to support bicycle use, and bicycle parking will make this possible.

5. Anticipated Benefits to the Community:

Encourages bicycle use citywide.

6. Cost of Proposed Plan, etc.:

None

7. Date Proposed Plan will commence:

Upon approval

8. Anticipated Completion Date: N/A

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

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

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.


Division Director

DEC 21, 2012
Date

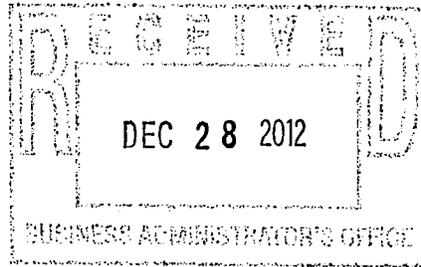

Department Director Signature

12/21/12
Date

SUMMARY STATEMENT

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE LAND DEVELOPMENT ORDINANCE TO REQUIRE BICYCLE PARKING

This Ordinance will amend the Land Development Ordinance (Zoning Ordinance) to require bicycle parking. Design standards as well as the number of spaces required have been established.



12/6/12

§345-70. OFF-STREET PARKING AND LOADING AND BICYCLE PARKING

A. Automobile Zoning Standards:

1. Off-street parking shall not be located between the building and the street.
2. Parking lots with 10 or more spaces shall be planted with shade trees at a rate of one tree per 10 parking spaces in addition to required street trees and 5% landscaping.
3. Where parking structures front on a public right-of-way, the structure shall be "faced" with commercial or mixed uses on the ground floor.
4. Stilted buildings are prohibited.
5. All off-street parking lots, except those of one and two-family residences, shall be provided with curbing of poured-in-place concrete, so that vehicles cannot be driven onto required landscaped areas, buffer zones, interior roadways, internal walkways and street rights-of-way so that each parking lot has controlled entrances and exits and proper drainage control. Curbing of poured-in-place concrete shall be located to prevent any part of the vehicle from overhanging the street right-of-way, property line, interior roadways or internal walkways. Vehicular access to street from the parking lot shall be limited to driveways.
6. All parking spaces except those permitted for one and two family housing shall be located with access to each space from an aisle.
7. Required Residential parking shall be on site. Required parking for industrial, office and other employment uses may be on a separate lot as long as the parking spaces are within 500 feet of the use or portion of a complex served regardless of the number of spaces required by this Chapter. Such separate lots when used to meet the parking provision of this Chapter shall have the parking use added to the deed of the property.
8. Off-street loading facilities shall be located so that no vehicle being loaded or unloaded, maneuvering into a loading space or waiting to be parked into a loading space shall interfere with any traffic flow on a street, sidewalk, parking space, aisle, fire lane, driveway, railroad track or turning area nor shall they occupy any part of required lawn or buffer areas.

9. No parking space shall be less than eighteen (18) feet long and eight and one half (8.5) feet wide, with the following exceptions:
- a. Valet parking lots, where approved by the Planning Board or Zoning Board of Adjustment, may have reduced stall and aisle sizes. The project applicant is responsible for demonstrating to the Board that the lot can function and accommodate vehicles as proposed.
 - b. Compact car spaces, where approved by the Planning Board or Zoning Board of Adjustment, shall not be less than sixteen (16) feet long and eight (8) feet wide. Aisles providing access to parking spaces shall have the following minimum distances. Where the angle of parking is different on both sides of the aisle, the larger aisle width shall prevail.

| Angle of Parking Space (Degrees) | For parking spaces 8-8.5' Wide 1-way aisle (feet) | For parking spaces 8-8.5' Wide 2-way aisle (feet) | For parking spaces 9-9.5' wide 1-way aisle (feet) | For parking spaces 9-9.5' wide 2-way aisle (feet) |
|----------------------------------|---|---|---|---|
| Aisle | | | | |
| 90 | 24 | 24 | 22 | 22 |
| 60 | 20 | 22 | 18 | 20 |
| 45 | 18 | 20 | 15 | 18 |
| 30 | 15 | 18 | 12 | 18 |
| parallel | 12 | 18 | 12 | 18 |

10. Except as otherwise regulated in this chapter, no more than a single 10 feet wide curb cut, driveway, and/or garage door shall be permitted on any lot in the R-1, R-1A, R-1F, R-2, or R-3 zoning districts.
11. The number and design of off-street parking and loading spaces shall adhere to the following:
- a. Where more than one use is on a lot, the total number of spaces shall be the sum of the component requirements.
 - b. All loading spaces shall have fifteen (15) feet of vertical clearance***

12. Minimum standards for Number of Off-Street Loading Spaces

| Land Use | At which the first Berth is required (square feet) | At which the second berth is required (square feet) 3 more spaces be calculated at multiples |
|---|--|--|
| Manufacturing, processing, assembly, marinas | 5,000 | 40,000 |
| Warehouse, auto/truck sales | 5,000 | 40,000 |
| Storage, Shipping | 10,000 | 25,000 |
| Schools | 10,000 | 100,000 |
| Hospitals | 10,000 | 100,000 |
| Terminals and transportation centers | 5,000 | 40,000 |
| Auditoriums | 10,000 | 40,000 |
| Funeral homes/mortuaries | 10,000 | 100,000 |
| Retail | 10,000 | 20,000 |
| Service establishments | 10,000 | 40,000 |
| Indoor recreation | 10,000 | 100,000 |
| Restaurants/night clubs | 10,000 | 25,000 |
| Office building, financial institution and research | 10,000 | 100,000 |
| Hotel/motel | 10,000 | 100,000 |

13. Minimum Dimensional Standards for Off-Street Loading

| A Overall length of Berth (feet) | B Berth Width (feet) | C Apron Length (feet) | D Deck Approach (A and C) (feet) |
|-------------------------------------|-------------------------|--------------------------|-------------------------------------|
| 40 | 10 | 46 | 86 |
| | 12 | 43 | 83 |
| | 14 | 39 | 79 |
| 45 | 10 | 52 | 97 |
| | 12 | 49 | 94 |
| | 14 | 46 | 91 |
| 50 | 10 | 60 | 110 |
| | 12 | 57 | 107 |
| | 14 | 54 | 104 |
| 55 | 10 | 65 | 120 |
| | 12 | 62 | 117 |
| | 14 | 58 | 113 |
| 60 | 10 | 72 | 132 |
| | 12 | 63 | 123 |

B. *Automobile Parking* Design Standards

1. Curb cuts shall be limited to the minimum number necessary
2. Parking shall not be the dominant visual element of the site
3. Parking which is visible from the street or other areas exposed to public view shall be screened and softened by landscaping, low screen walls or a combination of elements.
4. Broad expanses of paving shall be broken up with landscaping
5. The use of common or shared driveways which provided access to more than on site is encouraged.
6. Parking structure shall be designed to be compatible with the architectural style, building scale, mass, building materials and colors of the principal building and adjacent area. The scale and mass of the parking structure shall be mitigated through wall offsets, arched openings and other distinctive design elements.
7. Cars parked within parking structures and on open top levels shall be screened as much as possible with architectural elements and landscaping.
8. Surface and Curbing. All parking and loading areas and access drives shall be paved as outlined below, or the equivalent, and approved as part of the site plan approval. All parking areas regardless of size and location shall be suitably drained and maintained.
9. The provisions of non-residential parking and loading spaces shall include adequate driveway and necessary turning areas for handling the vehicle for which provision is made. Parking and loading spaces shall be designed to permit each motor vehicle to proceed to and from the parking and loading space provided for it without requiring the moving of any other motor vehicle.

C. *Bicycle Parking Zoning Standards*

1. *The standards below shall apply to all zones, including all Redevelopment Plans, citywide, and standards shall supersede any standards listed in Redevelopment Plans.*
2. *Bicycle parking facilities shall be required, in accordance with the Use Schedule below, for any new principal structure, addition or enlargement of an existing principal structure in excess of 10% of the gross floor area (gfa), or for any change in use of an existing structure.*
3. *Bicycle Parking Spaces are required as follows:*

| <u>Use Category</u> | <u>Required</u> | |
|--|---|--------------------------------------|
| | <u>Outdoor Spaces</u> | <u>Indoor Spaces</u> |
| <i>All Residential Uses in buildings with 5 or more units</i> | | <i>One-half (0.5) space per unit</i> |
| <i>Retail, Service, & Restaurants 6,000 sf to 20,000 sf</i> | <i>4 spaces per 6,000 sf gfa</i> | |
| <i>Retail, Service, & Restaurants greater than 20,000 sf</i> | <i>4 spaces per 15,000 sf gfa</i> | |
| | <i>80%</i> | <i>20%</i> |
| <i>Municipal / Cultural Facilities / Community Facilities</i> | <i>1 space per 2,000 sf gfa</i> | |
| | <i>80%</i> | <i>20%</i> |
| <i>House of Worship, theaters, and assembly spaces</i> | <i>1 per 20 seats or equivalent</i> | |
| <i>Office (all types)</i> | <i>1 per 25,000 sf gfa</i> | <i>1 per 10,000 sf gfa</i> |
| <i>Daycare and Elementary School</i> | <i>1.5 spaces per classroom</i> | |
| <i>Middle and High School</i> | <i>4 per classroom</i> | |
| <i>College and University</i> | <i>1 space per 10 students or employees, combined</i> | |
| <i>Hospitals / Medical centers</i> | <i>1 per 20,000 sf gfa</i> | <i>1 per 50,000 sf gfa</i> |
| <i>Manufacturing/Production, Warehouse</i> | <i>1 per 50,000 sf gfa</i> | |
| <i>Parking Garage or Lot</i> | <i>5% of auto parking</i> | |
| <i>Parks</i> | <i>1 per 5,000 sf</i> | |

4. *Location and design of facilities*

a. *Non-residential bike parking for certain uses must be provided both indoors and outdoors, as indicated in the Use Schedule above. Indoor parking may include bike lockers or sheds.*

b. *Requirements for indoor bicycle parking.*

1.) *Any required indoor bicycle parking/storage room must be located in a convenient and accessible location to a public sidewalk with no more than four vertical steps between the bicycle room and the sidewalk.*

Ramps and elevators may be utilized to provide access to bike storage not located at the first floor level.

c. Requirements for outdoor bicycle parking

- 1.) All required outdoor bicycle parking must be convenient and accessible to a main building entrance and street access without climbing stairs.*
- 3.) Bicycle parking shall be sited in a highly visible location, such as within view of passers-by, retail activity, office windows, an attendant or other personnel to discourage theft and vandalism.*
- 4.) Bicycle parking shall be located so as not to block the pedestrian path on a sidewalk or within a site. A minimum of six feet of unobstructed passage is required on public sidewalks.*
- 5.) Parked bicycles are to be oriented parallel to the street and on the curb-side of the sidewalk. In plaza areas, bike parking location(s) and orientation shall be determined by the Planning Board.*
- 5.) Where a minimum of six feet of unobstructed passage cannot be provided on the sidewalk, then the property shall be exempt from outdoor bicycle parking requirements.*
- 6.) Bicycle parking facilities within an automobile parking area shall be separated by a physical barrier (i.e., bollards, reflective wands, curbs, wheel stops, poles, etc.) to protect bicycles from damage by cars.*
- 7.) Bike racks must be securely attached to concrete footings and made to withstand severe weather and permanent exposure to the elements. Bike racks must permit the bicycle frame and one wheel to be locked to the rack with a high security, U-shaped lock.*
- 8.) All bike racks shall be located at least 24 inches in all directions from a wall, door, landscaping, or other obstruction that would render use of the racks difficult or impractical.*

d. Requirements for all bicycle parking

- 1.) An aisle or space that is at least five (5) feet wide shall be provided for bicycles and riders to enter and leave the facility.***

- 2.) Site plans shall show the proposed location of bike parking/storage facilities on the site and on the building floor plan design. A construction detail of the bike rack or facilities shall be provided.***

Minor Subdivision Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

| | Submitted | | | Waiver requested * | Remarks (for staff only) |
|---|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| 1. Completed General Development Application (applicable sections). | | | | | |
| 2. Originally signed and sealed maps as described: A) One when initial application is filed. B) Review agent sets (when instructed by Staff) C) Fourteen for planning Board (when complete) D) Eleven for Zoning Board (when complete) (1) Signature and seal of map preparer; Licensed Engineer, Architect or Land Surveyor in New Jersey on all pages. (2) A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. (3) The scale shall be a minimum of 1"=20' for tracts up to 40 acres and 1"=50' for tracts over 40 (4) The subdivision plat size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42". (5) Zoning table (6) Plat Details (a) A definite point of beginning, referenced by adjacent lines. (b) Each boundary of the survey, shown by metes, bounds and bearings, indicated by magnetic, true north or relative bearing. (c) The area(s) of both the original and proposed lots. (d) Any right-of-way or other permanent easement existing on the property. (e) Any building line restrictions of record. (f) All property lines not to change shall be indicated by heavy solid lines. (g) All property lines to be changed shall be indicated by broken lines. (h) All new property lines shall be shown in heavy broken lines. (i) Tax block, lot number(s) and street addresses (j) Dates of drawings and revisions, if any. (k) Graphic scale (l) Project title (m) North arrow: to be designed so that the north is facing the top of the page. | | | | | |

Preliminary and Final Major Subdivision Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

| | Submitted | | N/A | Waiver requested * | Remarks (for staff only) |
|--|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | | | |
| 1. Completed General Development Application (applicable sections). | | | | | |
| 2. Affidavit of Ownership | | | | | |
| 3. Affidavit of Performance | | | | | |
| 4. The following number of maps as described, and metes and bounds description bearing original signature and seal of the New Jersey licensed surveyor preparing them, shall be submitted: A) One when initial application is filed. B) Review agent sets (when instructed by Staff) C) Fourteen for planning Board (when complete) D) Eleven for Zoning Board (when complete) (1) Signature and seal of map preparer; Licensed Engineer, Architect or Land Surveyor in New Jersey on all pages. (2) A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. (3) The scale shall be a minimum of 1"=20' for tracts up to 40 acres and 1"=50' for tracts over 40 acres. (4) The subdivision plat size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42". (5) Zoning table (6) Plat Details (a) A definite point of beginning, referenced by adjacent lines. (b) Each boundary of the survey, shown by metes, bounds and bearings, indicated by magnetic, true north or relative bearing. (c) The area(s) of both the original and proposed lots. (d) Any right-of-way or other permanent easement existing on the property. (e) Any building line restrictions of record. (f) All property lines not to change shall be indicated by heavy solid lines. (g) All property lines to be changed shall be indicated by broken lines. (h) All new property lines shall be shown in heavy broken lines. (i) Tax block, lot number(s) and street addresses address: (j) Dates of drawings and revisions, if any. (k) Graphic scale (l) Project title (m) North arrow: to be designed so that the north is facing the top of the page. | | | | | |

Minor Site Plan Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

| | Submitted | | | Waiver requested * | Remarks (for staff only) |
|--|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| 1. Completed General Development Application (applicable sections). | | | | | |
| 2. Plan drawn, signed, and sealed by a P.E., L.S., P.P., or R.A. as permitted by law and based on a current survey. | | | | | |
| 3. The scale shall be a minimum of 1"=20' or as required by the planning staff. No 15' scale. | | | | | |
| 4. The plan size shall be one of the following: 8.5x13"; 15x21"; 24x36"; or 30x42". | | | | | |
| 5. Current survey upon which plan is based. | | | | | |
| 6. A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. | | | | | |
| 7. Title block and basic information: A) Project Title B) Date of Original Preparation and Date(s) of revision C) North arrow to be designed so that north is facing the top of the page. D) Graphic Scale E) Tax block, lot numbers and street addresses F) Name, address and license number of person preparing plan | | | | | |
| 8. Zoning table | | | | | |
| 9. Site plan, including all proposed structures and building footprints, paved areas, curb cuts, and egress points. Site plans shall not include existing conditions to be removed. | | | | | |
| 10. For rehabilitation projects, existing and proposed floorplans and elevations shall be provided side-by-side for comparison. | | | | | |
| 11. Affidavit of Performance | | | | | |
| 12. Affidavit of Ownership | | | | | |
| 13. 10% disclosure, if applicable | | | | | |
| 14. Letter of Rejection from Zoning Officer, if available | | | | | |
| 15. Application Fee | | | | | |
| 16. Certificate of tax and water bills paid | | | | | |
| 17. Current color site photo and photo including adjacent properties, where applicable | | | | | |
| 18. Comprehensive plan (if cell antenna application) | | | | | |
| 19. Elevations of all applicable façades, including window dimensions | | | | | |
| 20. Roof plan, if applicable | | | | | |
| 21. Application filed with the Historic Preservation Commission, if applicable. | | | | | |

* If a waiver is requested, please supply detailed reasons for the request. Attach additional sheets if necessary.

Preliminary and Final Major Site Plan Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

| Planning Completeness | Submitted | | | Waiver requested * | Remarks (for staff only) |
|---|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| 1. Completed General Development Application (applicable sections). | | | | | |
| 2. Affidavit of Ownership | | | | | |
| 3. Affidavit of Performance | | | | | |
| 4. 10% disclosure, if applicable | | | | | |
| 5. Letter of Rejection from Zoning Officer, if available | | | | | |
| 6. Current color site photo and photo including adjacent properties, where applicable. | | | | | |
| 7. Application Fee | | | | | |
| 8. Certificate of tax and water bills paid | | | | | |
| 9. The following number of plans shall be submitted: A) One when initial application is filed. B) Review agent sets (when instructed by Staff) C) Fourteen for planning Board (when complete) D) Eleven for Zoning Board (when complete) | | | | | |
| 10. All plans shall include: A) A key map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning district, streets and lots involved in the application. To be located on the first numbered drawing sheet. B) Signature and seal of map preparer; Licensed Engineer, Architect or Land Surveyor in New Jersey on all pages. C) Zoning comparison chart (contrasting existing standards in the use zone or general zoning requirements with proposed site details as listed below with variance or design standard waiver request, if any, clearly noted). One table per plan set, to be located on the first numbered drawing sheet. (1) Density (2) Height (3) Floor Area Ratio (4) Setbacks (5) Vehicle parking (# of spaces, dimensions) (6) Bike parking (# of spaces) (7) Loading (# of berths, dimensions) (8) Access (circulation, driveway width, curbcut dimensions) (9) Signage (10) Landscaping (11) Bonus provisions (12) Building coverage for each structure, if more than one is part of the development parcel. (13) Lot Dimensions (14) Lot size in square feet (15) Buffer areas (16) Gross floor area (17) lot coverage (18) Design standards (list all for which a waiver is requested) | | | | | |
| 11. The scale shall be a minimum of 1"=20' for tracts up to 40 acres or 1"=50' for tracts over 40 acres. (No 15' scale) | | | | | |

| | Submitted | | | Waiver requested * | Remarks (for staff only) |
|--|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| 12. Map size: 8.5x13"; 15x21"; 24x36"; or 30x42". | | | | | |
| 13. The following details shall be on all site plans: | | | | | |
| A) Tax block, lot numbers and street address of site | | | | | |
| B) Dates of drawings and revisions, if any | | | | | |
| C) Graphic Scale | | | | | |
| D) Project title | | | | | |
| E) North arrow | | | | | |
| F) Landscaping | | | | | |
| (1) Type | | | | | |
| (2) Caliper | | | | | |
| (3) Square Footage | | | | | |
| (4) Height | | | | | |
| (5) Planting Schedule | | | | | |
| (6) Maintenance procedures and guarantees | | | | | |
| G) Survey showing block and lot numbers with metes and bounds description; existing and proposed easements, and size and location of any existing or proposed structures with setbacks dimensions. | | | | | |
| H) Demolition Plan, if applicable | | | | | |
| I) Site plan, including all proposed structures and building footprints, paved areas, curb cuts, and egress points. Site plans shall not include existing conditions to be removed. | | | | | |
| J) Floor plans with all room dimensions including basement plan and roof plan. | | | | | |
| K) Locations of all mechanical and other equipment | | | | | |
| L) Materials used in paved areas and walks and all other surface treatments. | | | | | |
| M) Lighting; wattage, location, height, attachment details, areas of diffusion | | | | | |
| N) Fences/walls: height, materials, width of internal details (e.g.: pickets), spacing of internal details. | | | | | |
| O) Refuse: location of dumpster, etc., screening height, materials, details of removal path. | | | | | |
| P) Signage: Lettering, dimensions, location, materials equipment, and lighting. | | | | | |
| Q) Recreation areas: location, square footage, materials, equipment and lighting | | | | | |
| R) Elevations of all façades indicating colors and materials and window dimensions | | | | | |
| S) <i>Enlarged elevations of the first two floors, including details of windows, doors, signs, lighting, façade materials, etc. at 1/4" scale where appropriate</i> | | | | | |
| T) <i>Enlarged details of typical upper story windows, including dimensions, glazing details, sills and headers, projections, etc. at 1/4" scale where appropriate</i> | | | | | |
| US) For rehabilitation projects, existing and proposed floorplans and elevations shall be provided side-by-side for comparison. | | | | | |
| V-F) Elevation of roof indicating heating, ventilation and air-conditioning equipment, communication equipment, and antennae specifying screening height, colors and materials. | | | | | |
| WU) Utility connection points into proposed structures (eg: façade conduits, transformers) to be detailed on site plans and façade elevations. | | | | | |
| XV) One illustrative site plan depicting details using the following color scheme: | | | | | |
| (1) Asphalt paved areas: gray concrete | | | | | |
| (2) Paved areas: beige | | | | | |
| (3) Buildings: dark brown | | | | | |
| (4) Landscaped areas: light green | | | | | |
| (5) Trees and shrubs: dark green | | | | | |
| (6) Water: light blue | | | | | |
| (7) Signs: red | | | | | |
| (8) Lighting fixtures: black | | | | | |
| YW) Circulation: parking spaces, dimensions, aisle widths, location of accessible bike racks/storage, car sharing, sidewalk details, etc. | | | | | |
| ZX) Shadow study, if applicable | | | | | |
| AA) Visual assessment, if required | | | | | |

"C" & "D" Variance Checklist

CASE #: _____
 DATE: _____
 PROPERTY ADDRESS: _____
 APPLICANT: _____
 OWNER: _____

| | Submitted | | | Waiver requested * | Remarks (for staff only) |
|---|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| 1. Completed General Development Application (applicable sections). | | | | | |
| 2. Affidavit of Performance. | | | | | |
| 3. Affidavit of Ownership | | | | | |
| 4. One copy of the application for Building Permits or Certificate of Occupancy, if available. | | | | | |
| 5. Current survey upon which plan is based. | | | | | |
| 6. A statement of Principal Points relative to the Variance as per NJS-40:55D-70(c) and (d) | | | | | |
| 7. Original certified list and block diagram of all property owners within 200 feet. | | | | | |
| 8. Notice to property owners (Must be submitted at least 14 days prior to the hearing for staff review) | | | | | |
| 9. Affidavit of Vacant and Nonconforming Use indicating length of time property has been vacant, if applicable. | | | | | |
| 10. Fourteen sets of folded plans (once complete) of proposed buildings or alterations with the following information: A) All pages must bear an original signature and seal of an engineer or architect licensed in New Jersey. B) A Key Map at a scale not less than 1" to 600' depicting a 1000' radius clearly identifying zoning districts, streets and lots involved in the application. To be located on the first numbered drawing sheet. C) Zoning comparison chart (contrasting existing standards in the use zone or general zoning requirements with proposed site details as listed below with variances, deviations, or design standard waiver requests. If any, clearly noted. One table per plan set, to be located on the first numbered drawing sheet. (1) Density (2) Height (3) Floor Area Ratio (4) Setbacks (5) Vehicle Parking (# of spaces, dimensions) (6) Bike Parking (# of spaces) (7) Loading (# of berths, dimensions) (8) Access (circulation, driveway width, curbscut dimensions) (9) Signage (10) Landscaping (11) Bonus provisions (12) Building coverage for each structure, if more than one is part of the development parcel. | | | | | |

| | Submitted | | | Waiver requested * | Remarks (for staff only) |
|---|-----------|----|-----|--------------------|--------------------------|
| | Yes | No | N/A | | |
| (13) Lot Dimensions (14) Lot size in square feet (15) Buffer areas (16) Gross floor area (17) lot coverage (18) Design standards (list all for which a waiver is requested) D) The scale shall be a minimum of: 1"=20' for tracts up to 40 acres or 1"=50" for tracts over 40 acres. (No 15' scale) E) Site plan, including all proposed structures and building footprints, paved areas, curb cuts, and egress points. Site plans shall not include existing conditions to be removed. F) Demolition Plan, if applicable G) Floor plans with all room dimensions, including basement plan and roof plan H) Elevations, with details of materials and colors, for all applicable facades and window dimensions. I) For rehabilitation projects, existing and proposed floorplans and elevations shall be provided side-by-side for comparison. J) Sign details, if applicable K) North arrow, designated so that the north arrow is facing the top of the page. L) Street addresses and block number(s) M) Dates of drawings and revisions, if any N) Graphic Scale O) Project title | | | | | |
| 11. Notice of Rejection which has been signed by the Zoning Officer, if available | | | | | |
| 12. Current color site photo and photo including adjacent properties, where applicable. | | | | | |
| 13. Application Fee | | | | | |
| 14. Certificate of tax and water bills paid | | | | | |
| 15. 10% disclosure statement, if applicable | | | | | |
| 16. Application filed with the Historic Preservation Commission, if applicable. | | | | | |
| 17. The following must be submitted at least 2 days prior to the hearing: A) Certified Mail Receipts (1) Mounted on 8.5x11 bound paper (2) Six to a page (3) Arranged in the same order as indicated on the certified list of property owners (a properly certified US Postal from 3877 will be accepted in lieu of the mounted receipts, provided that the addresses are arranged in the same order as indicated on the certified list). RETURN RECEIPT POSTCARDS WILL NOT BE ACCEPTED B) Affidavit of Proof of Service C) Affidavit of Publication | | | | | |

* If a waiver is requested, please supply detailed reasons for the request. Attach additional sheets if necessary.

City Clerk File No. Ord. 13-002

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13-002

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH POINTE DEVELOPERS RETAIL, LLC, PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 8, UNIT C000R, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 253 WASHINGTON STREET

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

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

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

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

WHEREAS, Pointe Developers Retail, LLC, is the owner of a newly constructed eight (8) story building with 3,267 square feet of commercial space use at street level together with 1,000 square feet in the basement level of the building, located in Block 14301, Lot 8, Unit C000R on the City's Tax Map and more commonly known by the street address of 253 Washington Street, Jersey City, N.J.; and

WHEREAS, the Tax Assessor has certified that Pointe Developers Retail, LLC, substantially completed the improvements and received a Certificate of Occupancy on July 10, 2012; and

WHEREAS, on September 28, 2012, the owner filed an application to tax exempt the newly constructed commercial building, a copy of which application is attached hereto; and

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

- (a) 2013: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2014: the second tax year, 39% of actual full taxes, estimated to be \$6,116.24;
- (c) 2015: the third tax year, 59% of actual full taxes, estimated to be \$9,252.78;
- (d) 2016: the fourth tax year, 79% of actual full taxes, estimated to be \$12,389.31; and
- (e) 2017: the fifth tax year, 80% of actual full taxes, estimated to be \$12,546.14;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH POINTE DEVELOPERS RETAIL, LLC, PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 14301, LOT 8, UNIT C000R, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 253 WASHINGTON STREET

WHEREAS, the Tax Assessor has determined that the full and true value of the new improvements will generate an additional tax payment of \$15,682.68 a year upon completion; and

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

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

WHEREAS, on Pointe Developers Retail, LLC, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor; and

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$15,682.68; and

WHEREAS, on October 25, 2012, the Tax Exemption Committee recommended the approval of the tax exemption to the Mayor.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the newly constructed eight (8) story building with 3,267 square feet of commercial space use at street level together with 1,000 square feet in the basement level of the building, located in Block 14301, Lot 8, Unit C000R, and more commonly known by the street address of 253 Washington Street, Jersey City, N.J., is hereby approved.

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

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 39% of actual full taxes, estimated to be \$6,116.24;
 - (iii) Year 3: the third tax year, 59% of actual full taxes, estimated to be \$9,252.78;
 - (iv) Year 4: the fourth tax year, 79% of actual full taxes, estimated to be \$12,389.31; and
 - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$12,546.14.

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

(b) The project shall be subject to all federal, state and local laws, and regulations on pollution control, worker safety, discrimination in employment, zoning, planning, and building code requirements pursuant to N.J.S.A.40A:21-11(b).

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION WITH POINTE DEVELOPERS RETAIL, LLC, PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK I4301, LOT 8, UNIT C000R, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 253 WASHINGTON STREET

(c) If, during any tax year prior to the termination of the tax agreement, the property owner ceases to operate or disposes of the property, or fails to meet the conditions for qualifying, then the tax which would have otherwise been payable for each tax year shall become due and payable from the property owner as if no exemption and abatement had been granted. The tax collector shall, within 15 days thereof, notify the owner of the property of the amount of taxes due.

(d) With respect to the disposal of the property, where it is determined that the new owner of the property will continue to use the property pursuant to the conditions which qualified the property, no tax shall be due, the exemption shall continue, and the agreement shall remain in effect.

(e) At the termination of a tax exemption agreement, the new improvements shall be subject to all applicable real property taxes as provided by State law and regulation and local ordinance; but nothing herein shall prohibit a project, at the termination of an agreement, from qualifying for, or receiving the full benefits of, any other tax preferences provided by law.

3. The form of tax exemption agreement is attached hereto as Exhibit B, subject to such modification as the Corporation counsel or Business Administrator deems necessary.

4. The Tax Assessor shall send a copy of the fully executed Financial Agreement will be sent to the Director of the Division of Local Government Services in the Department of Community Affairs within thirty (30) days of execution pursuant to N.J.S.A. 40a:21-11(d).

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

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

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

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

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

JM/he
11/29/12

Ed Toloza, Tax Assessor

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

JJ-SJ Business Administrator

Certification Required

Not Required

11-29-12

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this ____ day of _____, 2012, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey, and, **POINTE DEVELOPERS RETAIL, LLC**, [Applicant], whose principal place of business is 22 Robertsville Road, Marlboro, NJ 07746.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinance 07-146; and

WHEREAS, the Applicant is owner of certain property located at 253 Washington Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 14301, Lot 8, Unit C000R, on the Tax Assessor's Map, more commonly known by the street address of 253 Washington Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about September 28, 2012, the Applicant applied for a five year tax exemption to construct a new eight (8) story Commercial building with 3,267 square feet of commercial space use at street level together with 1,000 square feet in the basement level of the building on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, the City has reviewed the application, approved the construction of the Improvements and authorized the execution of a Tax Exemption Agreement by the adoption of Ordinance ____ on _____.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new eight (8) story Commercial building with 3,267 square feet of commercial space use at street level together with 1,000 square feet in the basement level of the building, [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to

the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

The Applicant agrees to make payments on the new Improvements, (separate and apart from taxes on the land and existing improvements which shall continue to be subject to conventional assessment and taxation and for which the Applicant shall receive no credit against the in lieu of tax payment) in lieu of full property tax payments according to the following schedule:

1. For the full calendar year of 2013, no payment in lieu of taxes;
2. For the full calendar year of 2014, thirty-nine (39%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$6,116.24;
3. For the full calendar year of 2015, fifty-nine (59%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$9,252.78;
4. For the full calendar year of 2016, seventy-nine (79%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$12,389.31; and
5. For the full calendar year of 2017 eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$12,546.14.

In the event a City-wide revaluation results in an increase or decrease in the amount of taxes otherwise due, payment shall be the higher of either the taxes estimated above or the amount of actual taxes after the City-wide revaluation.

ARTICLE III: APPLICATION FEE

The Applicant agrees to pay the sum of **\$5,500** to the City on or before the date this Agreement is executed. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

The construction of the Improvements is subject to all applicable federal, State and local laws and regulations on pollution control, worker safety, discrimination in employment, housing provision, zoning, planning and building code requirements.

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily

mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

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

ARTICLE VII: COUNTY EQUALIZATION AND SCHOOL AID

Pursuant to N.J.S.A. 40A:21-11(c), the percentage, which the payment in lieu of taxes for the tax exempt property bears to the property tax which would have been paid had an exemption not been granted for the property under this Agreement, shall be applied to the valuation of the property to determine the reduced valuation of the property to be included in the valuation of the City for determining equalization for county tax apportionment and school aid, during the term of the tax exemption agreement covering this property. At the expiration or termination of this Agreement, the reduced valuation procedure required under the Law shall no longer apply.

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

If during any year prior to the termination of this Agreement, the Applicant ceases to operate or disposes of the Property, or fails to meet the conditions for qualifying for tax exemption under this Agreement or pursuant to Law, then the tax which would have otherwise been payable for each and every year, shall become due and payable from the Applicant as if no exemption had been granted. The Tax Collector shall, within 15 days thereof, notify the owner of the Property of the amount of taxes due.

However, with respect to the disposal of the property, if it is determined that the new owner will continue to use the property pursuant to the conditions which qualify the property for exemption, the tax exemption shall continue and this Agreement shall remain in full force and effect.

ARTICLE IX: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the

termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from 201_ to the date of termination.

ARTICLE X: PROJECT EMPLOYMENT AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

ARTICLE XI: NOTICES

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid, return receipt requested, to the party to be notified at the addresses set forth below or at such other address as either party may from time to time designate in writing:

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant:

Pointe Developers Retail, LLC
22 Robertsville Road
Marlboro, New Jersey 07746

ARTICLE XII: GENERAL PROVISIONS

This Agreement contains the entire Agreement between the parties and cannot be amended, changed or modified except by written instrument executed by the parties hereto.

In the event that any provisions or term of this Agreement shall be held invalid or unenforceable by an Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof; provided, however, that the City continues to receive the full benefit of any economic term hereunder.

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

This agreement may be executed in several counterparts, each of which shall constitute but one and the same instrument.

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of _____, 2012, between the **CITY OF JERSEY CITY** [City] and **POINTE DEVELOPERS RETAIL, LLC**, having its principal office at 22 Robertsville Road, Marlboro, NJ 07746. Recipient agrees as follows:

I. Definitions:

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

1. "City" means the Business Administrator of the City of Jersey City, or his designee, including any person or entity which enters into a contract with the City to implement, in whole or in part, this agreement.
2. "Construction Contract" means any agreement for the erection, repair, alteration or demolition of any building, structure, bridge, roadway, or other improvement on a Project Site.
3. "Contractor" means any party performing or offering to perform a prime contract on behalf of the Recipient.
4. "DEO" means the Division of Economic Opportunity under the Department of Administration, located at 280 Grove Street, Jersey City, NJ 07302, Telephone #(201) 547-5611. DEO is in charge of Project Employment & Contracting coordination and monitoring on projects receiving abatements.
5. "Economic Incentive" means a tax abatement or exemption for a property or project which requires approval of the Municipal Council and which reduces the annual amount of taxes otherwise due, by \$25,000 or more in the aggregate;
6. "Employment" means any job or position during the construction and operational phase of the project. It includes positions created as a result of internal promotions, terminations, or expansions within the Recipient's work force which are to be filled by new employees. However, positions filled through promotion from within the Recipient's existing work force are not covered positions under this agreement.
7. "Local Business" means a bona fide business located in Jersey City.
8. Acting Mayor Jerramiah T. Healy's Business Cooperative Program means the group within DEO under the Department of Administration responsible for collecting local and minority business contracts and capability information. This group operates the Supplier Alert service which is to be used by the Recipient to meet their good faith business contracting and construction subcontracting goals.

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

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

II. Purpose:

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

III. Good Faith Goals:

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

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

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

IV. Recipient Designee:

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

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

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

V. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

VI. Good Faith Defined:

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient’s Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

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

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

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

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Business Contracting

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

1) Solicitation of Businesses:

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

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

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

ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

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

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

4. Summation of Documentation Needed For Compliance with Agreement

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

VII. Notices of Violation:

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

will be considered not corrected.

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

VIII. Damages:

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

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

IX. Commercial Tenants at the Project Site:

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

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

X. Notices

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

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

Pointe Developers Retail, LLC
22 Robertsville Road
Marlboro, NJ 07746

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

Project Employment & Contracting Monitor
Department of Administration
Division of Economic Opportunity
280 Grove Street – 1st Floor
Jersey City, New Jersey 07302

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

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

John Kelly
Business Administrator

WITNESS:

POINTE DEVELOPERS RETAIL, LLC

Secretary

Seth Yaroni
President