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# **THE JERSEY CITY REDEVELOPMENT AGENCY**

## **REQUEST FOR PROPOSALS**

### **FOR THE DEVELOPMENT OF PROPERTY WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

**PROPOSAL DUE DATE**  
**Friday December 16, 2016**

The Jersey City Redevelopment Agency (“JCRA” or “Agency”) has issued this Request for Proposals (“RFP”) in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (the “Redevelopment Law”), for the redevelopment project (“Project”) described herein.

All proposals are prepared at the cost and expense of the prospective purchaser/developer (“Respondent(s)”). The JCRA is not responsible for paying for any of the costs or expenses associated with the preparation or submission of proposals.

Any successful Respondent is required to comply with requirements of the Law Against Discrimination, P.L. 1975, Ch. 127, N.J.A.C. 10:5-31, et seq., the Affirmative Action Rules, N.J.A.C. 17:27-1.1, et seq., the Americans with Disabilities Act of 1990, 42 USC §2101, et seq.

Respondents and their contractors and subcontractors must at all time comply with all applicable obligations pursuant to The New Jersey Campaign Contributions and Expenditure Reporting Act, N.J.S.A. 19:44A-1, et seq., and any local or municipal restrictions adopted in accordance with said Act, including but not necessarily limited to Ordinance No. 08-128 of the City of Jersey City, “Contractor Pay-To-Play Reform Ordinance,” adopted September 3, 2008 and Ordinance No. 09-096 of the City of Jersey City, “Redevelopment Pay-To-Play Reform Ordinance,” adopted September 9, 2009.

This RFP constitutes an invitation to submit proposals to the JCRA, and does not represent an offer, obligation or agreement on the part of the JCRA. The Agency reserves the right to protect the best interests of the Agency and the City of Jersey City (“City”), to waive any technical errors, to reject any proposal (or any part thereof) for any reason whatsoever, or to reject all proposals for any reason whatsoever. The JCRA reserves the right at any time to withdraw this RFP. In addition, the JCRA retains the right to make modifications or additions to the RFP.

There will be one site visit conducted on Tuesday, November 29<sup>th</sup> at 10:00 AM. The visit will be held at the westernmost end of Aetna Street, Jersey City. Attendance at the site visit is not mandatory but is encouraged.

No oral interpretation of any requirements of this RFP will be given to any prospective Respondent. Only written requests submitted by regular mail / fax / email for interpretation will be considered. Such requests will only be accepted until Friday December 2<sup>nd</sup>, 2016. Questions should be directed to: Benjamin Delisle, Director of Development, Jersey City Redevelopment Agency, 66 York Street, 3<sup>rd</sup> floor, Jersey City, New Jersey 07302 Fax: 201-761-0831 / email: [delisleb@jcnj.org](mailto:delisleb@jcnj.org). A written response received through mail and/or fax and/or email will be made in about three business days and both the inquiry and response will be posted on the Agency’s website at <http://www.thejcra.org> within this time. Respondents should check the website periodically for updates to the RFP as well as any questions/responses posted.

All proposals must include a **non-refundable** submission fee of \$1,500 which must be paid at the time of submission. Any proposals received after the deadline or without the submission fee will be rejected. Proposals that include payment of the submission fee by check, which check is

dishonored for insufficient funds, shall be considered to have not included the submission fee and will be rejected.

Respondents must supply three (3) paper copies and one (1) electronic copy (on CD, PDF format preferred) of their proposal.

All proposals must be delivered no later than 4:00 p.m. on Friday, December 16, 2016, to Benjamin Delisle, Director of Development, Jersey City Redevelopment Agency, 66 York Street, 3<sup>rd</sup> floor, Jersey City, New Jersey 07302. Proposals may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or by private courier service. Post marked proposals dated on the reception date but received after the reception date will be deemed late and rejected. The JCRA shall not be responsible for the loss, non-delivery, or physical condition of proposals sent by mail or courier service. Emailed submissions will not be accepted.

All proposals will become the property of the JCRA and will not be returned to the Respondent.

For further information, contact Ben Delisle, Director of Development, at (201) 761-0822.

## **List of Attachments Constituting Part of the RFP**

- 1. Aerial Map**
- 2. Grand Jersey Redevelopment Plan**
- 3. Downtown Development Map**
- 4. Tiered Tax Abatement Policy**
- 5. Developer Questionnaire**



# MISSION STATEMENT

The staff and Board of Commissioners of the JCRA are committed to stimulating responsible reinvestment in Jersey City that enhances the quality of life in all neighborhoods and communities of Jersey City. We believe that the strength and health of a great city is the economic, housing and quality of life opportunities that the city provides to its residents. The JCRA is committed to providing the residents of Jersey City with the widest range of job, housing and economic opportunities available to any city in the country today.

We are committed to enhancing the quality of life for all the residents of Jersey City by guiding responsible development and reinvestment in all neighborhoods and communities in Jersey City.

## **OBJECTIVE**

The Grand Jersey Redevelopment Plan was first adopted in 1993. Since that time, a tremendous amount of redevelopment has occurred in this area and in Jersey City in general. The JCRA seeks development proposals which maximize the site's potential and benefit and complement the surrounding area. Specifically, the JCRA seeks proposals for the Site (as defined below) which address one or more of the following:

- Creation of new employment opportunities,
- Creation of new development opportunities,
- Maximization of economic value to the JCRA and the City, and
- Redevelopment of the site in accordance with the goals and objectives of the Grand Jersey Redevelopment Plan and the Agency's Mission Statement.

## **BACKGROUND**

The City of Jersey City is an ethnically diverse community comprised of approximately 240,000 residents. The second most populous city in New Jersey, at only 16 square miles, it is also the most densely populated in the state. Rich in history, it can trace its roots back to colonial days. Once a shipping and warehousing powerhouse, its industrial prominence has long diminished. Today, it is a vibrant and thriving city, where rail yards have been transformed into parks and factories and warehouses into loft apartments. Known as "Wall Street West," Jersey City has a thriving business community, four of the tallest buildings in the state, and the largest office market in the state (19 million square feet) which is the 12<sup>th</sup> largest in the country.

The Hudson River waterfront of the City of Jersey City has undergone a dramatic transformation within the past two decades. Once a transportation gateway to the nation, it has been transformed into luxury housing, office space, and the inspiring 1,122 acre Liberty State Park. The park, along with the rest of the Jersey City waterfront, has dramatic and sweeping views of The Statue of Liberty, Ellis Island, and the New York City skyline.

Jersey City's proximity to New York City, its viewscales and numerous amenities, coupled with its rich history, diversity and culture, make it one of the most exciting places in the country for redevelopment opportunities.

## **SITE DESCRIPTION**

41 Aetna Street is an approximately 0.7 acre (net after construction of new roadways) site, currently designated as Block 15801, lot 78 on the tax map of the City of Jersey City, and is also identified as Block 13 in the Grand Jersey Redevelopment Plan ("Block 13"). The City of Jersey City owns Block 13 in fee simple.

A portion of 52 Aetna Street is an approximately 1.2 acre (net after construction of new roadways) site and is currently designated as a portion of Block 15801, lot 3, on the tax map of the City of Jersey City. Such portion of 52 Aetna Street is also identified as Block 10 in the Grand Jersey Redevelopment Plan (“Block 10”) (Block 10 and 13 collectively, the “Site” or “Project Site”). The Agency owns Block 10 in fee simple.

The Project Site is located in the southern portion of the Jersey City waterfront area and has views of New York City, Liberty State Park, and the Statue of Liberty. The waterfront area has experienced a redevelopment explosion in the past twenty years with the advent of thousands of new luxury condominiums and creation of millions of square feet of retail and office space. The Project Site has mass transit access via New Jersey Transit Hudson-Bergen Light Rail and bus service. Nearby are Liberty State Park and the Liberty Science Center, as well as the world class championship Liberty National Golf Course. The Project Site is near both the Holland Tunnel and the New Jersey Turnpike, creating easy access to the New Jersey Meadowlands, Newark Liberty International Airport, and New York City within a ten mile radius.

The Site is unimproved, generally flat and does not have any onsite utilities, with the exception of a 54" interceptor sewer which is located on the Site, and is planned to be within future roadways adjoining Block 10 and Block 13. As is typical in Jersey City, the designated redeveloper will be responsible for extending utilities to the Site, as well as improving public rights-of-way around the Site in accordance with Jersey City’s requirements.

## **ENVIRONMENTAL**

The Site is situated in a historically industrial part of Jersey City, thusly it and its surrounds are brownfields as defined under New Jersey state law (N.J.S.A. 58:10B-23.d). Recognizing the need for a coordinated approach to further investigation and eventual cleanup, in 2007 the Agency applied for a Brownfield Development Area (“BDA”) designation for the Grand Jersey Redevelopment Area to the New Jersey Department of Environmental Protection (“DEP”). Administered by the Office of Brownfield Reuse, the BDA initiative is designed to help communities affected by multiple brownfields to plan for and implement remediation and reuse of those brownfields in a comprehensive and coordinated manner. A Memorandum of Understanding (“MOU”) was executed in March of 2008 among the Steering Committee, the City, and the DEP, initiating a long-term partnership to focus available resources to develop and implement a strategic plan for remediation and reuse of the brownfield sites within the BDA.

Generally speaking, soils at the Site are contaminated with typical industrial and urban contaminants such as PCBs, heavy metals, and historic fill. It is anticipated that the appropriate remedies will involve the excavation and offsite disposal of contaminated soils, with remaining contaminants and historic fill to be addressed with institutional controls (i.e. deed notice) and with engineering controls (i.e. cap). It is also anticipated that groundwater remediation will be limited to the application of an indeterminate Classification Exception Area (CEA).

The Agency is currently conducting additional environmental investigations at the Site using state and federal grants for this purpose. Existing environmental documents will be made

available upon request; however, for the purpose of response to the RFP, Respondents should submit their proposals as if the site were “clean”.

**The above information is by way of introduction and overview only. The environmental history and condition of the Site is a complex matter. The Agency does not make any representations or warranties regarding the condition of the Site, its suitability for any particular use, or the legal ability of the Site to be used for any particular use. Respondents should not rely on the information contained in this RFP, but instead should conduct their own investigation and inquiry regarding the Site, and independently assure themselves of the environmental conditions and regulations affecting the Site.**

## **THE PROJECT**

The selected developer will be responsible for all aspects of the proposed development, including utilities and other necessary infrastructure (e.g., roads).

All designs for work to be performed at the Site shall be prepared by licensed architects or engineers and will require prior approval from the JCRA and any other City, State or Federal agencies having jurisdiction. A designated developer for the Site will be solely responsible for obtaining all necessary permits and approvals and assumes all responsibility for compliance with all City, State and Federal codes and regulations.

## **FORMAT OF PROPOSALS**

The JCRA will evaluate all proposals guided by the evaluation criteria described below.

The JCRA requires a standard format for all proposals submitted to ensure that clear, concise and complete statements are available from each Respondent in response to the RFP requirements.

The JCRA is not under any obligation to search for clarification through additional or unformatted information submitted as a supplement to the formatted response. Where a response contains conflicting information, the JCRA at its option may either request clarification or may consider the information submitted unresponsive.

Each RFP response submitted must contain, in sequence and with the appropriate heading, each of the following sections:

- 1) Title Page
- 2) Table of Contents
- 3) Executive Summary
- 4) Background
- 5) Objectives
- 6) Proposal for the Project
- 7) Project Work Plan
- 8) Project Financing

- 9) Government Responsibilities
- 10) Key Personnel
- 11) Assumptions
- 12) Developer Questionnaire/Other

These required sections are further described and defined as follows:

1. Title Page

The proposal must include a title page, which identifies the Project; the Respondent's Firm, name of the Respondent's primary contact, Respondent's address, telephone number, fax number and email address.

2. Table of Contents

List the titles and page numbers for each major topic and sub-topic contained in the proposal, including the 12 required sections.

3. Executive Summary

A summary of the key points and highlights of the Respondent's proposal which should illustrate why the Respondent is best suited for the Project.

4. Background

Include a brief history of the Respondent and how its experience is analogous to and qualifies it to meet the requirements of the RFP. The citation of specific projects that are currently being worked on or have been completed in the past is strongly encouraged.

Respondents must indicate what type of business organization it is e.g., corporation, partnership, sole proprietorship, limited liability company or non-profit organization. If the Respondent is a subsidiary or direct or indirect affiliate of any other organization, it must indicate in its proposal the name of the related organization and the relationship. If the Respondent is a partnership, it shall list the names of all partners. If the Respondent is a limited liability company, it shall list the names of all members. If the respondent is a corporation it shall list the names of those stockholders holding 10% or more of the outstanding stock.

5. Objectives

State what the Respondent believes to be primary objectives for redevelopment of the Project Site. Respondents may choose to offer suggestions for alternative or additional objectives. A description on how to measure the achievement of objectives throughout the life of the project should be included.

6. Proposal for the Project

**Respondents may submit a proposal for Block 10, Block 13, or both. If Respondents only wish to be considered for both Blocks and are not interested in developing one Block without the other, they must state this in their proposal.**

Include a detailed description of the Respondent's proposal for the Project, including capital improvements, and how it satisfies the goals and objectives of the JCRA and the Grand Jersey Redevelopment Plan. Additionally, Respondents should highlight any risks they deem to be significant enough in nature which could delay or stop the Project.

Respondents should submit an estimated number of full-time and part-time employees respectively, the positions these employees will fill, and the percentage of these employees that they expect to hire from the local community. The JCRA will view more favorably proposals that will employ members of the community.

7. Project Work Plan

Provide a high-level project work plan, describing each of the proposed phases, activities and tasks of the successful Respondent. Tasks that the successful Respondent would require of the JCRA to complete the Project should also be identified. The work plan should present a picture of key activities, milestones, key dates, etc. necessary to deliver this Project. All assumptions that were made to complete the project plan should be documented in this section.

Respondents should submit a detailed capital/design timetable that clearly outlines proposed improvements and the anticipated commencement and completion dates for these improvements (i.e., the expected duration of construction of each improvement).

8. Project Financing

Provide a detailed breakdown of the total of all projected development costs and the sources of all anticipated funds to meet those costs. This should include sufficient financial information to establish the approximate net worth and/or liquid assets available to the Respondent for the proposed Project. This information should be in the form of certified financial statements showing assets and liabilities, including contingent liabilities. If equity financing is to be obtained from sources other than the Respondent, a statement should be submitted from such other sources indicating their willingness and ability to provide the necessary funds.

**The Respondent must state their detailed financial offer for the purchase of the Project Site (or if Respondent is only submitting for one Block, their financial offer for such Block). The acquisition of the Project Site at the stated amount will be included as a material obligation of the Respondent in any Redevelopment Agreement. By submitting a proposal, each Respondent acknowledges that the acquisition of the Project Site within the 2017 calendar year is a material obligation under the Redevelopment Agreement.**

**Financial offers must include: total proposed acquisition price, proposed deposit amount, any conditions or contingencies to acquisition, and whether any portion of a deposit is proposed to be refundable.**

**For purposes of evaluating the Proposal, Respondent should assume that the Site is environmentally remediated to a point that would allow construction of the proposed project. The Agency makes no representation as to responsibility for remediation of the Site or delivery of environmentally remediated property.**

**Failure to include an offer to purchase the Project Site will result in rejection of the Respondent's proposal.**

**9. Government Responsibilities**

The Respondent should specifically describe the expectations relating to the responsibilities and/or commitments the Respondent is expecting of the JCRA and/or the City throughout the life of the project.

**10. Key Personnel**

Discuss the proposed Project team, stating exactly the role that each proposed team member will assume and detailing the qualifications for the role that the team member possesses. This should include the Respondent as well as attorneys, architects, engineers, contractors, builders, and financiers.

**11. Assumptions**

State any assumptions being made relating to any part of the proposal or Project strategy.

**12. Developer Questionnaire/Other**

This section must include at minimum a completed Developer Questionnaire (the form of Developer Questionnaire is attached) for any person having an ownership interest equal to or greater than 10% of the Respondent and/or proposed development entity.

Respondents may include in this section any additional information they deem necessary which has not been supplied in any other portion of the Respondent's proposal.

**PROPOSAL EVALUATION AND CRITERIA FOR SELECTION**

Each proposal will be evaluated by the professional staff of the JCRA based upon, but not limited to, consideration of the following criteria:

- Public benefits generated by the Project, including but not necessarily limited to projected employment figures and the Respondent's proposed purchase price for the Project Site;

- Appropriateness of capital improvement and designs submitted in relation to the Grand Jersey Redevelopment Plan;
- Soundness of financial plan and commitments;
- Capability of developer to execute the project.

Proposals will be reviewed for compliance with the terms and conditions of the RFP. Any proposal not responsive to the RFP will be rejected.

The JCRA, in its sole discretion, may elect to ask some or all Respondents to give presentations on their proposals. The Agency may recommend to the Board of Commissioners that the Respondent whose Proposal is determined to best satisfy the criteria outlined in this RFP be designated as a redeveloper for period of 60 days to negotiate and execute a redevelopment agreement, or the Agency may recommend that all proposals be rejected. The Board of Commissioners will consider the recommendation and, at its discretion, may vote to designate a Respondent as redeveloper for the Project Site and authorize the undertaking of negotiations with respect to a Redevelopment Agreement with the Respondent for the Project.

It is expected that the successful Respondent will execute a Redevelopment Agreement within two (2) months of designation by the Board of Commissioners.

The Agency may recommend to the Board of Commissioners, and the Board of Commissioners may designate, a successful Respondent based on the totality of the Respondent's submission. No one factor shall be determinative in the evaluation process, however, the proposed purchase price and terms for the acquisition of the Project Site will be weighed heavily.

## **REDEVELOPMENT AGREEMENT REQUIREMENTS**

A designated developer will be required to enter into a Redevelopment Agreement with the Agency for the redevelopment of the Project Site. Upon designation, the developer shall enter into an Interim Cost Agreement with the JCRA to defray the JCRA's expenses in negotiating the Redevelopment Agreement.

Neither the JCRA's acceptance of a Respondent's proposal nor the Agency's designation of a successful Respondent as a redeveloper will create any rights or obligations regarding such Respondent until the execution by the JCRA of the Redevelopment Agreement.

The JCRA in its sole discretion will have the option to terminate negotiation of a Redevelopment Agreement at any time without cause. The Respondent shall have no cause of action or right to damages arising from the JCRA's termination of negotiations with the Respondent prior to JCRA's execution of a Redevelopment Agreement.

The Redevelopment Agreement is expected to include the following terms, among others, subject to negotiation and approval by the JCRA:



1. The successful Respondent will be responsible for obtaining any and all necessary approvals, permits and licenses for the construction and lawful operation of the Project. This also includes any government approvals of the City of Jersey City and the State of New Jersey.
2. During the construction of the Project, the successful Respondent will be required to carry at least \$5,000,000.00 in general liability insurance coverage and \$2,000,000.00 in property damage liability insurance coverage, and replacement value in fire and casualty coverage, or such other insurances at such levels and from providers of such financial strength as are customary for similar projects in the surrounding area. The City and the JCRA shall be named as Additional Insureds on such policies.
3. The successful Respondent must acquire the Site within the 2017 calendar year, for the price stated in its proposal (See Item #8, “Project Financing”, under the heading “Format of Proposals”).
4. The successful Respondent, upon acquisition of the Site, will be responsible for securing the Site and maintaining reasonable and necessary security within the Site and the immediate surrounding area.
5. The successful Respondent will comply with all City, State and Federal laws relating to access for persons with disabilities.
6. A construction performance bond, in an amount and form approved by the JCRA, may be required to ensure that the Project is completed. This bond shall be in place before any construction or renovation commences.
7. The successful Respondent will provide the JCRA with all plans and specifications upon completion of the construction documents. The plans shall be provided in both paper and electronic (CAD) format.
8. The successful Respondent, upon acquisition of the Project Site, will pay all taxes and municipal charges (e.g., water and sewer) as and where applicable.
9. The successful Respondent must comply with all terms of the Redevelopment Agreement. Inspectors from the JCRA may visit the Site unannounced to inspect operations and determine whether or not the successful Respondent is in compliance with the terms of the Redevelopment Agreement.
10. All capital improvements, including but not limited to any infrastructure (utilities, roadways, etc) on the Project Site shall be borne solely by the successful Respondent.
11. The successful Respondent will be responsible for any costs incurred by the JCRA in negotiating or administering the Redevelopment Agreement, as well as any other costs

associated with the Project, including, but not limited to, legal fees, engineering fees, architect fees, fees of professional consultants, etc.

12. The successful Respondent shall be responsible for obtaining all required land use approvals, including Preliminary and Final Site Approvals.
13. The successful Respondent shall provide a commencement date and completion date for the Project.
14. The successful Respondent will acknowledge and represent to the JCRA that except as may expressly be provided in the Redevelopment Agreement to the contrary, the successful Respondent has not and will not rely upon any representations or warranties of the JCRA, its agents, servants or employees, either written or oral, express or implied, as to the value, use, conditions, quality or fitness of the Project Site for any particular use. The successful Respondent agrees that acquisition of the Site will be in its "AS IS" and "WHERE IS" condition.

The JCRA reserves the right to modify, omit and/or amend the above terms prior to entry into the Redevelopment Agreement with the successful Respondent. Respondents, however, should assume that all of the above terms will be requirements of the Redevelopment Agreement for purposes of responding to this RFP.

## **OTHER REQUIREMENTS AND TERMS**

The designated redeveloper may apply to the City for a real estate tax exemption under N.J.S.A. 40A:21-1, et seq. (the “Five-Year Exemption and Abatement Law”) or a long term real estate tax exemption under N.J.S.A. 40A:20-1, et seq. (the “Long Term Tax Exemption Law”). The City’s Tiered Tax Abatement Policy is attached. The site is located within the 2<sup>nd</sup> Tier. All tax exemptions require the approval of the Jersey City Municipal Council, the approval of which is not guaranteed by the JCRA. A Respondent may not condition its commitment to complete the Project upon obtaining a tax exemption.

The Project Site is included in Jersey City’s Urban Enterprise Zone and may be eligible for tax and other benefits thereunder. More information can be found at <http://www.jcedc.org/Pages/uez.html>. The JCRA is not responsible for the contents or accuracy of the Jersey City Urban Enterprise Zone website, nor does it make any representations regarding any Respondent’s eligibility for any benefits under the Urban Enterprise Zone program or award thereof. The JCRA makes no representations to Respondents as to how long the Project Site may continue to be deemed to be within the Urban Enterprise Zone or that there shall be no change to the terms governing Urban Enterprise Zones (including that Urban Enterprise Zones shall continue to exist).

Respondents are responsible for inspecting the Project Site first-hand and for ascertaining measurements, field conditions, code requirements, any required federal, state or local approvals needed for the Project and any design requirements in connection with their proposal.

The successful Respondent must have sufficient monetary resources to provide for all predevelopment costs associated with the Project. The JCRA will not provide any funding to pay for predevelopment costs including, but not limited to, architectural and engineering fees, legal fees, environmental reports or testing, financing and syndication costs, and surveys.

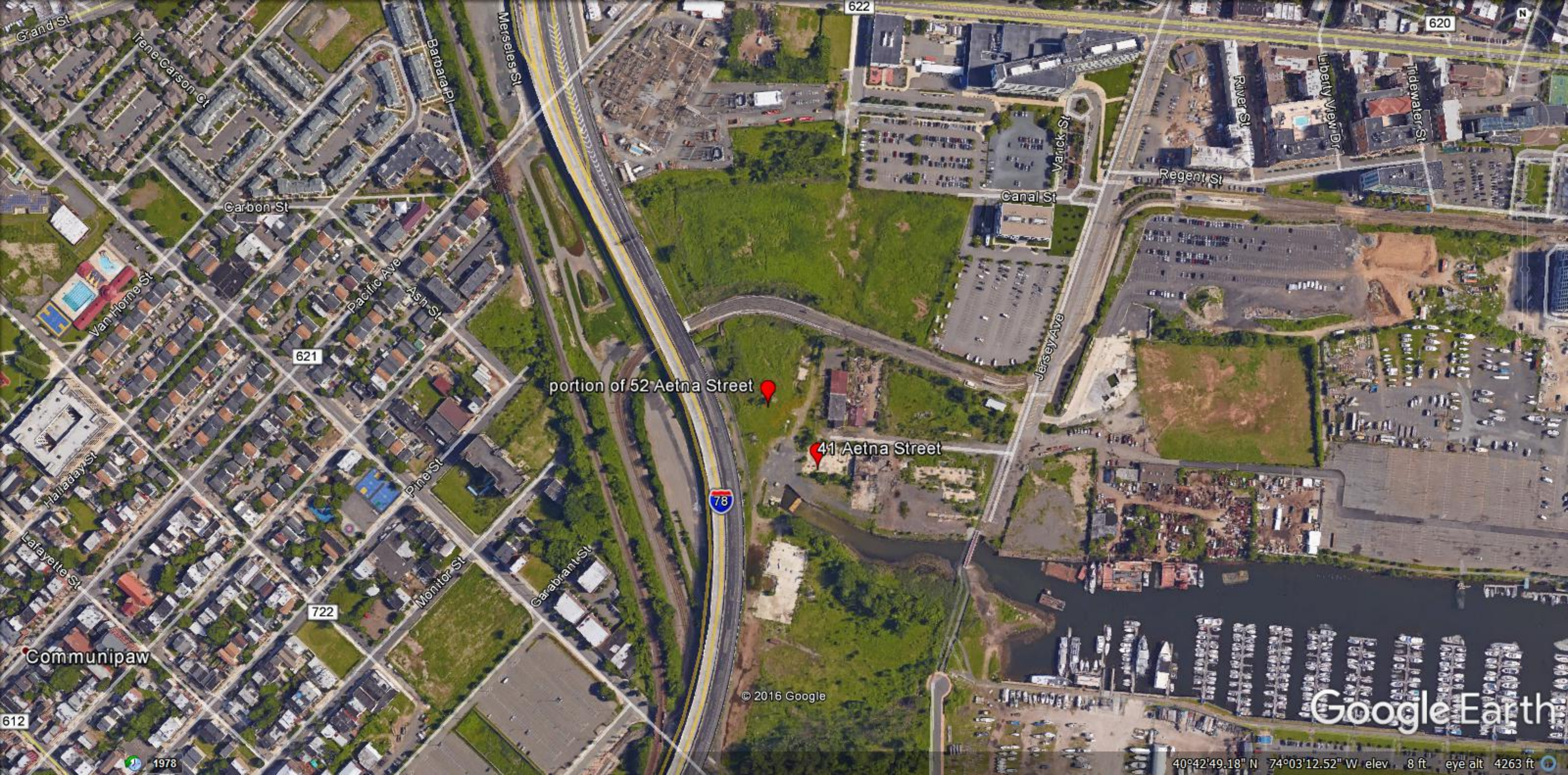
The JCRA shall not pay any costs or losses of any kind whatsoever incurred or suffered by any Respondent at any time, including the cost of responding to this RFP.

Designation of a successful Respondent as a redeveloper for the Project will not create any rights whatsoever in the successful Respondent until the execution by the JCRA of a redevelopment agreement, if any.

The JCRA in its sole discretion will have the option to terminate negotiations at any time if not satisfied with the progress of negotiations.

The JCRA reserves the right to reject all Proposals.





Grand St  
Irene Carson Ct  
Carbon St  
Van Horne St  
Halladay St  
Lafayette St  
Communipaw  
612  
1978

Barbater Pl  
Merseles St  
Pacific Ave  
Ash St  
Pine St  
Monitor St  
Garabrant St  
621  
722

622

portion of 52 Aetna Street

41 Aetna Street

Jersey Ave  
Canal St  
Varick St  
Regent St  
River St  
Liberty View Dr  
Tidewater St  
620

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Google Earth

40°42'49.18" N 74°03'12.52" W elev 8 ft eye alt 4263 ft



# Grand Jersey Redevelopment Plan

Adopted by the Municipal Council  
City of Jersey City

March 24, 1993 – Ord. 93-029

Amended Sept. 25, 2002 – Ord. 02-110

Amended Nov. 25, 2008 – Ord. 08-158

Amended Nov. 23, 2010 – Ord. 10-149

Amended March 23, 2011 – Ord 11-032

Amended March 28, 2012 – Ord 12-040

Amended May 13, 2015 – Ord 15-053

**Division of City Planning  
City of Jersey City**

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## I. Introduction

The Area is situated north of Liberty State Park and just east of the New Jersey Turnpike. Those adjoining significant assets of the State of NJ are extremely influential to the redevelopment area's future. They must be considered in the design of the new neighborhood, and the suitability and appropriateness of the design is critical to the success of Grand Jersey land area as a new livable neighborhood of the City.

The original redevelopment planning for this area began in the 1960's, as reflected in the 1966 Master Plan for Jersey City, entitled "*A Time for Change*." The 1966 Master Plan envisioned an area from the northern shore of Caven Point to Grand Street to be redeveloped with a mix of new uses, including a major park along the waterfront. A quarter of a century later, the park is evident; its boundaries are set but only a fraction of its master plan has been developed. The other new uses envisioned in by the City Planning Department— residential, office, recreational, civic and commercial – have finally begun to emerge.

This redevelopment plan contains the new Jersey City Medical Center, a new regional state-of-the-art hospital and trauma unit. Since its construction in early 2000, it has expanded by adding two medical office buildings and a parking facility. A quarter of the land area within this plan is designed to permit hospital support facilities and other related supportive uses, and allow the new facility to continue to grow with the City and its surrounding service community. Except for the hospital, no other redevelopment activity has occurred in this plan area.

Due to the historic industrial uses of the area, all of the properties within the area are brownfields as defined under NJ state law (N.J.S.A. 58:10B-23.d). They are defined as, "any former or current commercial or industrial site that is currently vacant or underutilized and on which here has been, or there is suspected to have been, a discharge of a contaminant." Environmental studies of the various properties in fact discovered significant and pervasive contamination throughout the area, with cleanup cost estimates in the tens of millions. Recognizing the need for a coordinated approach to further investigation and eventual cleanup, in 2007 the Jersey City Redevelopment Agency (JCRA) applied for a Brownfield Development Area (BDA) designation for the area to the New Jersey Department of Environmental Protection (DEP). Administered by the Office of Brownfield Reuse, the BDA initiative is designed to help communities affected by multiple brownfields to plan for and implement remediation and reuse of those brownfields in a comprehensive and coordinated manner. A Memorandum of Understanding (MOU) was executed in March of 2008 among the Steering Committee, the City, and the DEP, initiating a long-term partnership to focus available resources to develop and implement a strategic plan for remediation and reuse of the brownfield sites within the BDA.

Another asset to this area is the new mixed-use neighborhood emerging to the east known as Liberty Harbor North Redevelopment Plan. Maximizing vehicular and pedestrian connection into this new neighborhood and Liberty State Park will bolster the success of Grand Jersey and improve its connections to the existing City's fabric and form. The Circulation Plan Element of the Master Plan specifically recommends the extension of Jersey Avenue to Liberty State Park as an essential transportation improvement for the waterfront and surrounding neighborhoods.

This plan seeks to utilize the principals of Smart Growth and New Urbanism to establish a neighborhood plan with a well rounded livable community that brings re-investment and redevelopment to the area. One that will advance the fundamental development necessary to benefit society.

## **II. Redevelopment Plan Area Boundary Description**

BEGINNING at a point at the intersection of the centerline of Grand Street and Jersey Avenue, thence in a southerly direction along the centerline of Jersey Avenue, as same would extend to the point of its intersection with the centerline of Audrey Zapp Drive, thence in a westerly direction along the centerline of Audrey Zapp Drive to the point of its intersection with the centerline of Johnston Avenue, thence in a westerly direction along the centerline of Johnston Avenue to the point of its intersection with the easterly right-of-way line of the New Jersey Turnpike, thence in a northerly direction along the easterly right-of-way line of the New Jersey Turnpike to its intersection with the centerline of Pacific Avenue, thence in a northerly direction along the centerline of Pacific Avenue to the point of its intersection with the centerline of Grand Street, thence in an easterly direction along the centerline of Grand Street to the point and place of the BEGINNING.

## **III. Redevelopment Plan Objectives**

- A. To redevelop the Grand Jersey Redevelopment Area in a manner that will exemplify the principles of New Urbanism and implement traditional neighborhood development techniques that recognize this unique inner-city location in a street grid pattern that is open to the public.
- B. To encourage development with a mixture of building types, uses, high quality building design and an intensity of development that will allow for a self-sufficient and vibrant new community serving as a model for healthy urban growth.
- C. To provide a variety of housing types, suitable to meet the need of various household types and income levels.
- D. To provide for an intensity of development suitable to support the implementation of needed infrastructure improvements.
- E. To encourage for the redevelopment of Brownfields sites for innovative mixed-use development.
- F. To encourage innovative mixed-use development through new construction of low rise, mid rise, and high rise structures, thereby allowing greater variety in building type and design.



- G. To provide land for the development of a modern healthcare complex to serve the people of Jersey City and the surrounding area.
- H. To support the continued prosperity of the Jersey City Medical Center and the growth of the hospital support facilities within and around this area.
- I. To require interconnection of uses, blocks, and streets to create integrated neighborhoods and a greater sense of community through the establishment of a traditional urban street grid pattern as described herein.
- J. To provide a layout of streets and open spaces that accommodates all possible pedestrian interconnections to the light rail stations, civic buildings, and commercial uses.
- K. To require the interconnection of the new Grand Jersey Neighborhood with existing neighborhoods to the north and southwest, as well as the emerging Liberty Harbor North Redevelopment Area to the east, through the extension of the existing and proposed street grid systems into the redevelopment area.
- L. To encourage greater use of the light rail system by providing improved access to the light rail stations in Liberty Harbor North and the construction of a new light rail station at Mill Creek, consistent with the HB Light Rail and New Jersey Transit long term plans.
- M. Provide an appropriate intensity of development to support the proposed improvements within the Redevelopment Area including environmental cleanup of contaminated sites and infrastructure improvements.
- N. To provide adequate R-O-W widths to accommodate the building heights permitted within the area, avoid the canyon effect, provide for necessary light and air and generous shared bikeway and pedestrian traffic flow in addition to the typical vehicular accommodations.
- O. To provide a new major public open space through the remediation and redesign of the Mill Creek outfall area, consisting of passive naturalized areas, paths, sitting areas, and other similar facilities.
- P. To foster public access to the waterfront and promote improved multi-modal and pedestrian access to Liberty State Park.
- Q. To provide a more efficient use of land and public services by directing development in a pattern that resembles traditional blocks of mixed- and multiple-use development with varied housing types.
- R. To construct new infrastructure including but not limited to sewer and water treatment improvements such as: netting chambers, regulator and trunk sewer lines for the Mill Creek outfall area, streets, as well as provide open space and other public improvements in order to benefit this new neighborhood and the City overall.

- S. To alleviate traffic congestion by reducing sprawl, permitting mixed use buildings, and limiting the creation of new parking, encouraging shared parking and increased mass transit usage.
- T. To implement the creation of places which are oriented to the pedestrian, promote citizen security, social interaction and provisions for public art.
- U. To implement developments where the physical, visual, and spatial characteristics are established and reinforced through the consistent use of thoroughfare, urban, and architectural elements.
- V. To promote the principles of “Smart Growth” and “Transit Village” development (e.g.: sustainable economic and social development, including a variety of housing choices, providing pedestrian friendly streets and public rights-of-way, minimize automobile use by maximizing the appeal and access to mass transit, encourage reduced parking and shared use parking solutions, and creating a livable community with convenient access to commercial facilities).
- W. To promote principles of a “Transit Village.” The intent of a “Transit Village” is to promote pedestrian friendly streets and public rights-of-way, to minimize automobile use by maximizing the appeal of mass transit and to encourage reduced parking and shared use parking solutions.
- X. To identify and preserve significant historic features and cultural characteristics in the Redevelopment Plan Area and incorporate appropriate, informational, interpretive amenities.
- Y. Identify and implement the use and development of sustainable utilities and promote effective utility management. Explore all new and progressive solutions to maximize the sustainability of this new community.

## **IV. Proposed Redevelopment Actions**

It is proposed to sustainably improve and upgrade the Grand Jersey Redevelopment area through a combination of redevelopment actions. These will include, but not be limited to:

- A. Clearance of dilapidated structures
- B. Remediation of contaminated areas
- C. Assembly into developable parcels the vacant and underutilized land now in scattered and varied ownership.
- D. Construction of new structures and complementary facilities

- E. Construction of a street grid system to service and support the new development as well as maximizing its connections to existing streets in the surrounding areas.
- F. Construction of a full range of public infrastructure necessary to service and support the new development.
- G. Construction of a new light rail station within the Redevelopment Area
- H. Construction of the Jersey Avenue Extension
- I. Establish new parks and public open spaces

## V. General Administrative Requirements

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

- A. **Planning Board Approval** – Prior to the commencement of: (a) any new construction, (b) reconstruction, (c) rehabilitation, (d) any change in use of any structure or parcel, or (e) any change in the intensity of use of any structure or parcel; a site plan for such shall be submitted by the developer or property owner to the Planning Board for review and site plan approval. No Building Permit shall be issued for any work associated with (a) through (e) above without site plan review and approval of such work by the Planning Board.
- B. **Plan Duration** – The provisions of this Plan specifying the redevelopment of the Area and the requirements and restrictions with respect thereto shall be in effect for a period of forty (40) years from the original date of approval of this Plan by the Jersey City Municipal Council. Subsequent amendments hereto shall not alter or extend this period of duration, unless specifically extended by such amendments.
- C. **Site Plan Review of the Planning Board** – Site plan review shall be conducted by the Planning Board, pursuant to NJSA 40:55D-1 et. seq. Site plan review shall consist of a preliminary and final site plan application. Submission of a site plan and site plan application shall conform to the requirements of the Jersey City Zoning Ordinance and this Plan. Applications may be submitted for an entire project or in phases. Final Site plan approval for any phase shall entitle an applicant to building permits.
- D. **Performance Guarantees** – As part of final site plan approval, the Planning Board may require a developer to furnish performance guarantees pursuant to NJSA 40:55D-53. Such performance guarantees shall be in favor of the City of Jersey City, and be in a form approved by the Planning Board attorney. The amount of any such performance guarantees shall be determined by the City Engineer in conformance with applicable law, and shall be sufficient to assure completion of site improvements within one (1) year of

final site plan approval, or such other time period as determined by the Planning board if particular circumstances dictate a longer time frame.

- E. **Subdivision by the Planning Board** – Any subdivision of lots and parcels of land within the Redevelopment Area shall be in accordance with this Plan’s requirements and the Jersey City Land Ordinances.
- F. **Adverse Influences** – No use or re-use shall be permitted which, when conducted under proper and adequate conditions and safeguards, will produce corrosive, toxins or noxious fume, glare, electromagnetic disturbance, radiation, smoke, cinders, odors, dust or waste, undue noise or vibration, or other objectionable features so as to be detrimental to the public health, safety, and general welfare.
- G. **Interim Uses** – Interim uses may be permitted, subject to site plan review and approval by the Planning Board. The Planning Board shall only permit uses that it finds will not have an adverse effect upon surrounding existing or contemplated development during the interim use period. Interim uses must be approved by the Planning Board. The Board shall establish an interim use period of up to three (3) years in duration. The Planning Board may grant additional renewals of interim uses upon application, review, and approval.
- H. **Deviation Clause** – The Planning Board may grant deviations from such strict application of the regulations contained within this Redevelopment Plan, except those standards and regulations specified in the paragraph below, so as to relieve difficulties or hardships where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, physical features uniquely affecting a specific piece of property, or by reason of an extraordinary and exceptional situation uniquely affecting a specific piece of property or the structures lawfully existing thereon, the strict application of any regulation included within this Redevelopment Plan would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant a deviation from the regulations contained within this Redevelopment Plan wherein an application related to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by such deviation from the strict application of the requirements of this Plan, and the benefits of granting the deviation would outweigh any detriments. No deviations may be granted under the terms of this section unless such deviations can be granted without resulting in substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. An application requesting a deviation from the requirements of this Redevelopment Plan shall provide public notice of such application in accordance with the public notice requirements set forth in N.J.S.A. 40:55D-12.a & b.

No deviations shall be granted which have any one of the following effects

1. Exceeding the maximum development capacity of either square footage or dwelling units, as required according to the Regulations and Standards and Unit Count/Development Capacity Summary of this Redevelopment Plan.

2. Varying the minimum or maximum number of stories or their location and other requirements as outlined in the Regulating Plan.
3. Increasing or decreasing story height from that which is specifically permitted in the Building Design Standards.
4. Varying in any way from the Land Use Requirements of this Plan.
5. Varying the grid-like pattern of the Street Network / Circulation Plan, as generally described in the Circulation Plan section of the Redevelopment Plan in relation to street type, R-O-W width, and pavement width beyond normal adjustments encountered during survey synchronization;
6. Non-completion of minimum open space, parks, or other type of phased improvements required to be implemented.

Provided, however, that if the Planning Board shall find that in the context of a particular development application a property owner would be denied the beneficial use and enjoyment of their property because of the application of a particular requirement of the Redevelopment Plan, it shall be authorized to grant a deviation from that portion of the Plan.

- I. **Phasing** – Any applicant seeking to develop properties located within this Redevelopment Plan Area shall be required to provide a Phasing Plan for review and approval by the Jersey City Planning Board, which shall establish parameters under which public improvements within the property owned or controlled by the applicant shall be constructed in conjunction with permitted residential, retail, and commercial development.

## VI. General Development & Design Requirements

### A. Building Design Requirements

1. All new structures within the Redevelopment Area shall be situated with proper consideration of their relationship to other buildings, both existing and proposed, in terms of material, light, air and usable open space, access to public rights-of-way and off-street parking, height, setback, and bulk. A visual cue shall be established on the 3<sup>rd</sup> floor level. Below the cue shall be the design of the building base which shall differ from the building middle above the cue.
2. Buildings shall be designed so as to be attractive from all vantage points, such that the same materials, fenestration, and detailing are used on all faces and sides of the building. No blank walls shall be permitted on any building.
3. The roofscape shall be referred to as the 5<sup>th</sup> façade. Any utilities shall be screened from street view and obscured from views looking down on the rooftop.

4. Buildings shall have a clear base, middle, and top. Architectural devices, such as string courses, cornices, sub-cornices, lintels and sills, and/or horizontally differentiating surface treatments shall be used to achieve the necessary transitions.
5. Building face material to be used on all sides shall be primarily of brick (Standard Modular or Standard Normal sizes only), glass, stone, wood, or metal. EIFS (Exterior Insulating Finishing Systems), cementitious concrete systems, stucco, artificial stone, CMU size/type block, jumbo brick, vinyl and/or aluminum siding, and artificial brick veneer such as permastone or brickface, and plastic type artificial siding materials shall be prohibited as building cladding within this Redevelopment Area.
6. Building areas used to house transformers and other mechanical equipment or utilities shall be architecturally masked in a manner consistent with the design of the building, incorporating such elements as false windows and dispersed venting to maintain the window rhythm and building pattern design. (A wall of venting for mechanical rooms and/or a wall of utility style doors to access the equipment is not acceptable.) Any louvers within the building base must be screened with decorative grates over them.
7. Main building entries shall be prominent, easily identifiable, and connect directly to the public sidewalk so as to contribute to the overall liveliness of the pedestrian environment. Service or utility entrances shall not be located along a street frontage and must be notched into the building as a service corridor or alley. Alternatively, they may be located within a structured garage portion of the building.
8. The windows and glazing of a building are a major element of style that gives character to the building. Windows and glazing on ground floor commercial uses, if any, should be broad and expansive, providing views into the store and display areas. At least seventy (70%) percent of the storefront façade shall be glass. Corner buildings shall have windows on both street frontages. If security gates are used on any part of the building or window, they shall be installed on the interior side of the window, hidden from view when not in use, and be of the open grate style. Similarly, windows and doors into residential lobby areas should be broad and expansive, allowing views to and from adjoining streets.
9. Windows in residential portions of a building shall be arranged in a contemporary and organized manner. When architecture is of a traditional style, windows shall contain both lintels and sills. When a contemporary design is chose, lintels and sills may be inappropriate. The tops of windows and doors shall be designed to avoid confusing perspective views. Windows shall not be scattered in a haphazard manner in the façade. Bay windows or other window features may be incorporated into the façade to provide architectural interest and character. Bays may be designed vertically or

horizontally and may be angular. Random window patterns are prohibited. Corner buildings shall have windows on both street frontages. The window sill of any residential window shall not be less than six (6) feet above the elevation of the adjoining sidewalk.

10. Balconies and terraces may extend from the building when facing into interior courts. However, all balconies facing onto streets shall extend no more than 19 inches from the building face. All railings shall be designed to be semi-opaque in order to screen the view onto balconies. Tubular metal railing and fencing are prohibited on balconies and terraces. The detailing of all balconies and terraces shall be subject to review and approval by the Planning Board.
11. The mechanical equipment, generators, HVAC equipment, and similar equipment shall be visually screened such that they are not visible from adjacent buildings or public areas, even when located on the roof. Said screening shall be constructed in a manner that is consistent with the architecture of the building, and shall utilize the same or complimentary materials used in the construction of the building, such that the screening appears to be an integral part of the building. Interior locations must be utilized where mechanically possible. Additionally, this equipment shall be acoustically buffered such that any noise generated by the equipment shall be within the applicable standards as defined by the State of New Jersey for residential locations.
12. All electronic communication equipment shall be visually buffered such that they are screened from view. This shall be achieved through creative disguises within the basic architecture of the building, such that it does not negatively impact the appearance of the building. Said screening shall be constructed in a manner that is consistent with the architecture of the building and shall utilize the same materials used in the construction of the building, such that the screening appears to be an integral part of the building. Said equipment shall be located so as to minimize or eliminate the need for screening. Reference shall be made to the Wireless Communications section of the Jersey City Land Development Ordinance for appropriate permitted locations for these facilities.
13. All trash storage areas shall be located within buildings or parking structures.
14. All new townhouse and similar style residential liner buildings shall have a raised stoop to the front entrance of the dwelling unit. The stoop shall contain at least four (4) steps.
15. The front yards of all new townhouse and similar style residential liner buildings shall provide decorative fencing along the property line a minimum of two (2) feet and a maximum of four (4) feet in height.

## B. Sustainable Design Requirements

1. All new buildings will be required to comply with the most current LEED Rating System or other sustainable building programs acceptable to the Jersey City Planning Board such as the NJ Green Building Manual.
2. These ratings systems and development standards are designed for use during the design and construction phases of a building. For example, LEED-NC addresses the environmental impacts of site and materials selection, demolition, and construction. LEED-NC facilitates and encourages project teams to use an integrated design approach from start to finish, resulting in buildings with lower impact on occupants and the environment, and a positive economic impact for owners. Additionally, the LEED-NC Rating System promotes improved practices in site selection and development, water and energy use, environmentally preferred construction products, finishes, and furnishings, waste stream management, indoor environmental quality, and innovation in sustainable design and construction.
3. All buildings will be required to achieve a minimum of Silver LEED Certification level or other sustainable buildings programs acceptable to the Jersey City Planning Board. Silver credits will be awarded based on five (5) categories of performance: Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials & Resources, and Indoor Environmental Quality. Projects can earn additional points under and Innovation in Design category, through demonstrating exceptional performance of LEED Requirements.
4. Any single development comprising one block or more is required to comply with the “LEED for Neighborhood Development” rating system or other sustainable development programs acceptable to the Jersey City Planning Board. LEED for Neighborhood Development is intended to revitalize existing urban areas, reduce land consumption, reduce automobile dependence, promote pedestrian activity, improve air quality, decrease polluted stormwater runoff, and build more livable, sustainable communities for people of all income levels.
5. Neighborhood Developments will be required to achieve a minimum of a Silver LEED Certification level or other sustainable development programs acceptable to the Jersey City Planning Board. The project can achieve a variety of points from four separate categories: Smart Location and Linkage, Neighborhood Pattern Design, Green Construction and Technology, and Innovation and Design. Points are also available within the LEED for Neighborhood Development rating system for including LEED Certified buildings and for integrating green building practices within the buildings in the neighborhood.

## C. Parking & Bicycling Design Requirements



1. Required parking provisions – all new construction shall provide parking as follows:

Use	Max. Parking	Min. Interior Bike Storage Units for Residents/Employees	Min. Public Outdoor bike Parking
Residential	0.75 per unit	0.50 per unit	1 per 20 du
Office	0.6 per 1,000 sf	1 room per floor	1 per 10 auto spaces
Medical Office	1 per 1,000 sf	1 room per floor	1 per 10 auto spaces
Hospital	0.75 per bed		1 per 20 employees
Assisted Living/ Nursing Home	0.5 per bed	1 room per floor	1 per 20 employees
Senior Housing	0.5 per unit	1 room per floor	1 per street frontage
Retail & Restaurant	2 per 1,000 sf		0.3 per person capacity
Hotel	1.0 per room		1 per 20 employees
School	1 per classroom		1 per 4 students

- i. Where the expected need for bicycle parking for a particular use is uncertain due to unknown or unusual operating or use characteristics, the Planning Board may authorize that not more than 50% of the bicycle spaces be deferred. Land area required for the provision of deferred bicycle parking shall be maintained in reserve.
2. Shared parking is permitted and encouraged. When parking is shared, it may be provided in the same building as the principal use or in another building within the Redevelopment Area and the spaces may be double counted, provided the overlap of the peak use for each shared user accommodates a reasonable supply of parking at any given time.
3. Garage Screening

- i. All parking levels shall be masked form the street by habitable building uses, either commercial or residential. Parking structures located within the Medical District as well as municipal parking garages are not required to be masked by habitable building uses as described above. However, the structure shall be articulated to resemble a habitable building in a manner consistent with the architectural design of the other buildings in the district and surrounding area.
  - ii. No mid-block parking structure shall be higher than the height of the shortest building masking it.
  - iii. All parking structures shall be covered by a landscaped deck, aka a green roof, providing open space for residents, users of the building if

non-residential, urban agriculture, and/or other recreational uses permitted within the plan area.

- iv. Underground parking may be placed directly against the street frontage where it is a maximum of three (3) feet above grade and hidden by a foundation wall articulated to appear as a basement, with small vertically-proportioned glazing openings, and the use in the first floor above is residential and not required retail.
  - v. Surface parking is not permitted except in special circumstances as an interim use.
- 4. Curbing shall be poured-in-place concrete, tinted charcoal gray or granite curbing as approved by the Planning Board. Asphalt curbing and/or anchored railroad ties are prohibited. Curbs must run straight down to the asphalt roadway edge; gutter-pan type curbing is not permitted.
  - 5. Pedestrian entrances/accessways from the public sidewalk into parking structures shall be separated from the vehicular entrance and located such that the pedestrian pathway is not shared with the vehicular access ramp.
  - 6. Vehicular entrances to parking structures shall be designed as architecturally compatible openings in the façade of the building and shall not be merely gaps between buildings.
  - 7. Loading areas
    - i. Shall be provided within the building as required and accessed through an access drive leading to the service area. If parking is provided within the building, access ramps shall share the loading ramp openings to the degree possible to produce the least number of breaks in the façade. Developers shall demonstrate to the satisfaction of the Planning Board that sufficient off-street loading will be provided to meet the needs of the proposed use with the minimum on-street disruption. This is typically met by providing a thru-route through the garage ground floor level for truck deliveries and pick-up/drop-off needs such as food delivery, mail service, etc.
    - ii. All loading bays shall be located completely within the building and be equipped with attractive doors and auto close mechanisms to avoid prolonged openings.

#### D. Signage Requirements

No signs or window graphics other than those specifically enumerated herein shall be permitted.

- 1. Under no circumstances shall fluorescent or glowing paint be permitted for any signage within the area.

2. All signage shall be subject to site plan review and approval by the Planning Board. Minor site plan review is permitted when proposed signage is not included as part of a major site plan application.
3. Billboards are expressly prohibited throughout the Redevelopment Area.
4. Rooftop, flashing, moving or intermittently illuminated signs or advertising devices are prohibited, as are signs that may be mistaken for traffic control devices.
5. Freestanding signs are prohibited, except for way-finding identification as per City standards shall be permitted.
6. No sign shall be attached above the first story of any structure.
7. All signage shall be externally lit. Signs may be lit from gooseneck fixtures, backlit halo, and up-lights. Internally lit signs and sign boxes are prohibited.
8. Permitted signage material include: 1) Painted Wood; 2) Painted metals including aluminum and steel; 3) Brushed finished aluminum, stainless steel, brass, or bronze; 4) Carved wood or wood substitute.
9. All signs shall be flush mounted, although blade signs may be attached ot and perpendicular to the first floor façade.
10. Window logo signs (other than lettering or logo as specifically permitted below) shall be prohibited. Lettering and logo shall be limited to the name of the business occupying the commercial space/storefront, and shall cover no more than twenty (20%) percent of the window area.
11. All buildings within the Redevelopment Area shall display the street address of the building such that it is clearly visible from the adjoining street right-of-way but not appear oversized to the pedestrian walking past the building. Display of a phone number, e-mail address, individual services, and other contact information is prohibited.
12. The following additional signage restrictions shall apply to specific uses:
  - i. Office, Civic, School: Total exterior signage shall not exceed fifty (50) square feet. One (1) use shall be permitted no more than one (1) sign. Buildings with multiple uses shall not have more than one (1) sing per use, and the aggregate of all signs shall not exceed the maximum area permitted. Uses located on a corner may have one (1) sign on each street frontage. However, they shall not exceed the aggregate permitted per building.
  - ii. Residential: One (1) sign per building may be allowed, not to exceed twenty (20) square feet.

- iii. Hotel, Retail, Restaurant, and other commercial uses not specifically identified: Each establishment is allowed one sign and one blade sign per street frontage. (Establishments on corners are thus allowed two sets of signs.) Signage shall not exceed eighteen (18) inches in the vertical dimension. Blade signs shall not exceed eighteen (18) inches in vertical dimension.
- iv. Parking: The location of parking facilities may only be indicated by use of the international parking symbol. Said signage may not exceed five (5) square feet and must be flush mounted to the building. Informational, pricing, and directional signage may be provided for garages within the building.

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

Monument signs and internally or externally illuminated box signs, flashing or animated signs, spinners, pennants, reflective materials that sparkle or twinkle, roof signs, billboards, signboards, window signs, posters, plastic or paper that appears to be attached to the window, pole signs, free-standing signs, fluorescent and/or glowing paint for any signage or building within the redevelopment area, waterfall style awnings, plastic awnings, product advertising signage of any kind. Product advertising signage is defined here to include, but not be limited to signage on: parking meters, signage in windows, on light poles, and on benches or other street furniture within the Redevelopment Area.

E. Master Plan Compliance

The Grand Jersey Redevelopment Plan is in compliance with the Jersey City Master Plan. The Jersey City Master Plan specifically calls out this area as mixed use. There is no significant relationship of this Plan to the Master Plan of any contiguous municipalities. The Master Plan of the County of Hudson is not contrary to the goals and objectives of the Jersey City Master Plan. The Plan complies with the goals and objectives of the New Jersey Development and Redevelopment Plan in that this Plan and the State's Plan both recognize the need to rebuild inner cities. Jersey City is recognized in the State Plan as an "urban center" and is considered in the top priority for funding to help revitalize itself.

## VII. Land Use Requirements

### A. Mixed-Use Development District

This district is intended to provide for the development of a mixed-use neighborhood, utilizing “New Urbanism” planning and design principals. It is the intention of these regulations that the district be developed as in integrated whole by a consortium of developers operating in a coordinated manner, and who must all be designated redevelopers by the Jersey City Redevelopment Agency. Redevelopers shall be responsible for construction of the improvements necessary to support the permitted scale and scope of the proposed development.

#### 1. Permitted Uses

- i. Residential
- ii. Offices
- iii. Hotels
- iv. Civic/Governmental, including municipal parking structures
- v. Schools, colleges, and related facilities
- vi. Retail sales of goods and services
- vii. Open space, parks, urban agricultural facilities
- viii. All uses permitted within the Hospital district
- ix. Utilities, except that natural gas transmission lines shall be prohibited
- x. Mixed-use of the above

#### 2. Prohibited Uses – Drive-thru facilities for banks, restaurants, pharmacies, and other commercial uses shall be prohibited.

#### 3. Building & Architectural Requirements:

- i. All floors above the first floor shall have a minimum floor-to-ceiling height of 9 feet and a maximum of 12 feet. Residential units on the first floor shall have a minimum floor-to-ceiling height of at least 1 foot higher than the residential floors above.
- ii. Ground floor commercial areas shall have a minimum floor-to-ceiling height of 14 feet. In addition, ground floor commercial space may include a mezzanine level, which shall not be counted as a floor.
- iii. The floor of all residential uses provided on the first floor of any building shall be located at least 48 inches above finished grade adjoining the building.
- iv. Parapets and other rooftop appurtenances may exceed the permitted height within the limitations imposed by the City of Jersey City Land Development Ordinance.

#### 4. Maximum Permitted Intensity of Development:

- i. Requirements depicted in the Unit Count Summary Table

- ii. Non-residential uses provided in areas where ground floor retail is required shall be allowed in addition to the permitted unit count/density.

5. Required Setbacks

- i. Residential buildings of 6 stories or less shall be set back a minimum of 5 feet and a maximum of 10 feet from the street right-of-way line to provide for a front yard enclosed in a 3 ½ foot high fence, creating a private landscaped or patio area. Where storefronts are provided in conformance with the Frontage Regulating Plan, no setback shall be required along the retail frontage, and the building shall meet the streetline or located as necessary to provide the required sidewalk width. (See also the typical street cross-sections provided within the Redevelopment Plan.)
- ii. Residential building walls shall not be closer than 60 feet to any other wall facing said wall in order to provide adequate air and light to interior portions of development blocks and to residential structures.

6. Required Stepbacks

- i. A minimum stepback of 5 feet shall be required at the top of the base of any proposed structure above 5 stories.
- ii. For any structure taller than 15 stories, an additional minimum stepback of 5 feet shall be required.

B. Hospital District

This district is intended to provide for the anchor development of the Jersey City Medical Center, as well as ancillary and accessory support facilities and other medical related uses and facilities.

1. Permitted Uses

- i. Hospitals
- ii. Rehabilitation and convalescent facilities
- iii. Ambulatory care facilities and other similar medical treatment facilities
- iv. Medical office buildings
- v. Nursing homes and assisted living facilities
- vi. Retail sales of goods and services
- vii. Civic/Governmental uses
- viii. Schools, colleges
- ix. Utilities, except that natural gas transmission lines shall be prohibited
- x. Mixed-uses of the above

2. Permitted Height: Maximum building height shall be ten (10) stories

3. Additional Height Requirements: Parapets and other rooftop appurtenances may exceed the permitted height.
4. Maximum Permitted Intensity of Development:  
Maximum floor area ratio shall not exceed 4.0. Floor area shall not include areas dedicated to parking, loading, utility, equipment, mechanical rooms and other similar spaces, but shall include treatment areas and rooms and spaces containing medical equipment.
5. Required Setbacks
  - i. All buildings and structures shall be set back a sufficient distance to provide the required sidewalk widths adjacent to the building.
  - ii. Other setbacks shall be indicated as necessary on all site plans and shall be subject to Site Plan review and approval by the Jersey City Planning Board.

#### C. Utility Support District

This district is intended to provide for the continued development and maintenance of the Public Service Electric and Gas Company Substation located generally at the corner of Pacific Avenue and Grand Street.

1. Permitted Uses – a single utility/substation facility with a maximum height of 35 feet, except that natural gas transmission lines shall be prohibited.
2. Required setbacks and landscaping:  
All buildings, structures, and equipment not requiring immediate frontage on a street shall be set back a sufficient distance to provide a dense landscaped buffer of evergreen and ornamental deciduous plant material along all property lines. Decorative fencing and/or a decorative masonry wall shall be provided along all street lines to match the existing fence and wall on Pacific Avenue. Setbacks shall be indicated on all submitted site plans and shall be subject to site plan review and approval by the Jersey City Planning Board.

#### D. Development Requirements are depicted on the following Maps and Table:

1. Land Use Map
2. Superimposed Block Identification Map
3. Frontage Regulating Plan
4. Vehicular Circulation Plan
5. Transit Plan
6. Open Space and Recreation Facilities Plan
7. Regulating Plan
8. Thoroughfare Section Reference and Thoroughfare Design Standards
9. Unit Count/Development Capacity Summary

- E. Formula Business Provisions - All commercial retail areas within each structure or within a single tax lot shall limit formula business establishments, as defined by the Land Development Ordinance, to a maximum of 30% of ground floor gross leasable commercial area. For the purposes of this area restriction, the formula business definition shall apply to the following uses, whether functioning as a principal or accessory use:

1. Retail sales of goods and services.
2. Restaurants, all categories.
3. Bars.
4. Financial service facilities and banks.

Grocery stores greater than 15,000 square feet may exceed 30% of gross leasable commercial area, but shall be the only formula business within such structure or lot.

## **VIII. Circulation Plan**

- A. The required street network is depicted on the Street Network Plan.
- B. All utilities shall be provided below ground on site and along the rights-of-way of the Redevelopment Plan.
- C. The Planning Board shall also required the additional construction of all streets and avenues they find warranted to provide adequate and safe ingress and egress to the project or completed portion of the Redevelopment Plan Area.
- D. No building or structure shall be located within areas designated as street thoroughfares of this Plan.
- E. Sidewalk areas, including all light rail pedestrian crossings, shall be properly paved, landscaped, and lighted, consistent with the requirements of this plan, the approved design plans, and sound planning and design principles.
- F. Traffic signalization shall be installed by the redeveloper, as determined necessary by the Planning Board.
- G. In maintaining the interconnected and comprehensive nature of this plan, all streets adjacent to each block, on all sides, shall be constructed in conjunction with the development of any project or building within the block. The Planning Board may, at its discretion and in an extreme case, waive this requirement and instead only require a portion of the street/streets to be developed if it finds that the access is not helpful to the end users of the new block's development.



- H. Any unfinished roadway area would, however, be a temporary design with the full design bonded for, and its construction and implementation called on by the Planning Board or Governing Body when they determine it is warranted.
- I. Where a developer is required to construct a street or portion of a street that would otherwise be the responsibility of a developer(s) of an adjacent block(s) as part of the development of that block(s), then a mechanism shall be established to ensure that the initial developer is reimbursed for the pro rata share of the cost of construction of said street(s) that would have otherwise been the responsibility of the adjacent developer.
- J. Street signage (street names, traffic regulations, parking restrictions, etc.) shall be consolidated and affixed onto lamp posts wherever possible in order to reduce visual clutter.
- K. All new streets, sidewalks, rights-of-way, roadways, driveways, and access easements constructed within the redevelopment area shall conform to the Street Network Map and Thoroughfare Standards as identified herein.

## **IX. Open Space Plan**

- A. Public open space areas, streetscape, and landscape improvements shall be developed as directed by this Plan and indicated in the Open Space Plan map and are subject to site plan approval by the Planning Board.
- B. The Planning Board shall have the discretion to require a suitable mechanism to insure a balanced development of planned open space, commercial services and infrastructure to service the redevelopment plan area during the review of any site plan application.
- C. A unified streetscape plan shall be required of each redeveloper. The streetscape plan shall be submitted to the Jersey City Planning Board for its review and approval in conjunction with the project site plan application and implemented contemporaneously with the construction of the redevelopment project. The streetscape plan shall include all street frontages, existing and proposed. The plan shall identify, but not be limited to: decorative paving materials, curbing materials, colors, tree pit treatments, trash receptacles, benches, bicycle racks, decorative street lighting, planters and planting pots. The streetscape plan shall respect and incorporate the design requirements provided with this Plan. The Planning Board shall assure that any such plan or plans are consistent with the design requirements of this Plan and compatible with other previously approved plans with the Redevelopment Area.
- D. Trees shall be planted as specified in the “Thoroughfare Standards” as included in this Plan. All tree pits shall be covered with metal grates, decorative fencing, tree guards, and/or decorative pavers. Open tree pits or planting strips in any street right of way are prohibited.

- E. All open space, including yards, decks over parking structures and green rooftops shall be landscaped with trees, shrubbery, ground covers and other appropriate plant material unless said open space is specifically designated for other activities which require paving or other treatment. Screen planting shall consist of evergreen plant materials. Additional decorative plants may be incorporated into the design of the screen planting area to provide seasonal variety. Only species with proven resistance to the urban environment in this area will be acceptable.
- F. All street lighting shall be of decorative design and comply with the approved standard fixture types. Street lights shall be located at the outer edge of all sidewalks, and shall be no more than 15' tall for every 40' of sidewalk frontage.
- G. For townhouse style units, mailboxes shall be located on the building face. For high rise structures, they shall be inside in the lobby area of the building.
- H. One percent of the cost of each project shall be devoted to the implementation of a public art within the public exterior of the project. Planning Board approval is required.

**B. Deviation Requests**

The Planning Board may grant deviations from the regulations contained within this Redevelopment Plan, where, by reason of exceptional narrowness, shallowness or shape of a specific piece of property, or by reason of exceptional topographic conditions, preexisting structures or physical features uniquely affecting a specific piece of property, the strict application of any area, yard, bulk or design objective or regulation adopted pursuant to this Redevelopment plan, would result in peculiar and exceptional practice difficulties to, or exceptional and undue hardship upon, the developer of such property. The Planning Board may also grant such relief in an application relating to a specific piece of property where the purposes of this Redevelopment Plan would be advanced by a deviation from the strict requirements of this Plan and the benefits of the deviation would outweigh any detriments. No relief may be granted under the terms of this section unless such deviation or relief can be granted without substantial detriment to the public good and will not substantially impair the intent and purpose of the Redevelopment Plan. An application for a deviation from the requirements of this redevelopment plan shall provide public notice of such application in accordance with the requirements of public notice as set forth in NJSA 40:55D-12.a.&b.

## **X. Utility and Infrastructure Requirements**

- A. All applicants shall satisfy the Municipal engineer and the Planning Board that provisions for the necessary utilities is accomplished in a way that advances the health safety and welfare of the general public.

- B. Utility Placement – All utility distribution lines and utility service connections from such lines to the project area’s individual uses shall be located underground, including utility and signal mechanized boxes. Utility appliances, regulators and metering devices shall be located underground. Remote readers are required for all utilities, in lieu of external location of the actual metering devices. Developers are required to arrange for connections to public and private utilities.
- C. If it becomes evident to the Planning Board and the Municipal Engineer during the implementation of this development that a long term utility and infrastructure plan is needed and desired, a Utility Plan which shall include the on-tract and off-tract infrastructure improvements needed to serve the development shall be provided by the designated developer.
- D. The provisions of this plan specifying the redevelopment of the project area and the requirements and restrictions with respect thereto shall be in effect for a period of fifty (50) years from the date of approval of this plan by the City Council of the City of Jersey City. The Planning Board may, as always, review the plan from time to time.

## **XI. Acquisition Plan**

- A. All property within the Area is to be acquired as a result of this Plan, if necessary, through the exercise of eminent domain pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A: 12A-1 et seq. and the Eminent Domain Act of 1971, N.J.S.A. 20:3-1 et seq.

## **XII. Procedure for Amending the Redevelopment Plan**

This Redevelopment Plan may be amended from time-to-time upon compliance with the requirements of the law. A fee of \$1,000 shall be paid by the party requesting such amendment, unless the request issues from an agency of the City. The Planning Board, at their sole discretion, may require the party requesting the amendments to prepare a study of the impact of such amendments, which study must be prepared by a Professional Planner, licensed in the State of New Jersey.

## **VIII. Implementation**

In accordance with NJSA 40A:12A-4(c), the Jersey City Redevelopment Agency (JCRA) is designated as the redevelopment entity for the redevelopment project and shall be responsible for the implementation of the redevelopment plan. No person or land owner shall be entitled to carry out any part of this redevelopment plan without first entering into a redevelopment agreement with JCRA that describes the land to be improved or redeveloped, the redevelopment and improvement authorized, the time within which such work is to be commenced and completed

and such other terms and conditions that JCRA may find to be necessary or appropriate. All such work shall be subject to approval by the Planning Board as required by NJSA 40A:12A-13, but the Planning Board shall not approve any development or redevelopment within the redevelopment area unless the applicant has entered into and remains subject to a redevelopment agreement that is recognized by JCRA as valid and binding.

#### **XIV. Severability**

If any section, paragraph, division, subdivision, clause or provision of this plan shall be adjudged by the courts to be invalid, such adjudication shall only apply to the section, paragraph, division, subdivision, clause or provision so judged, and the remainder of this plan shall be deemed valid and effective.

# LAND USE MAP

## LEGEND

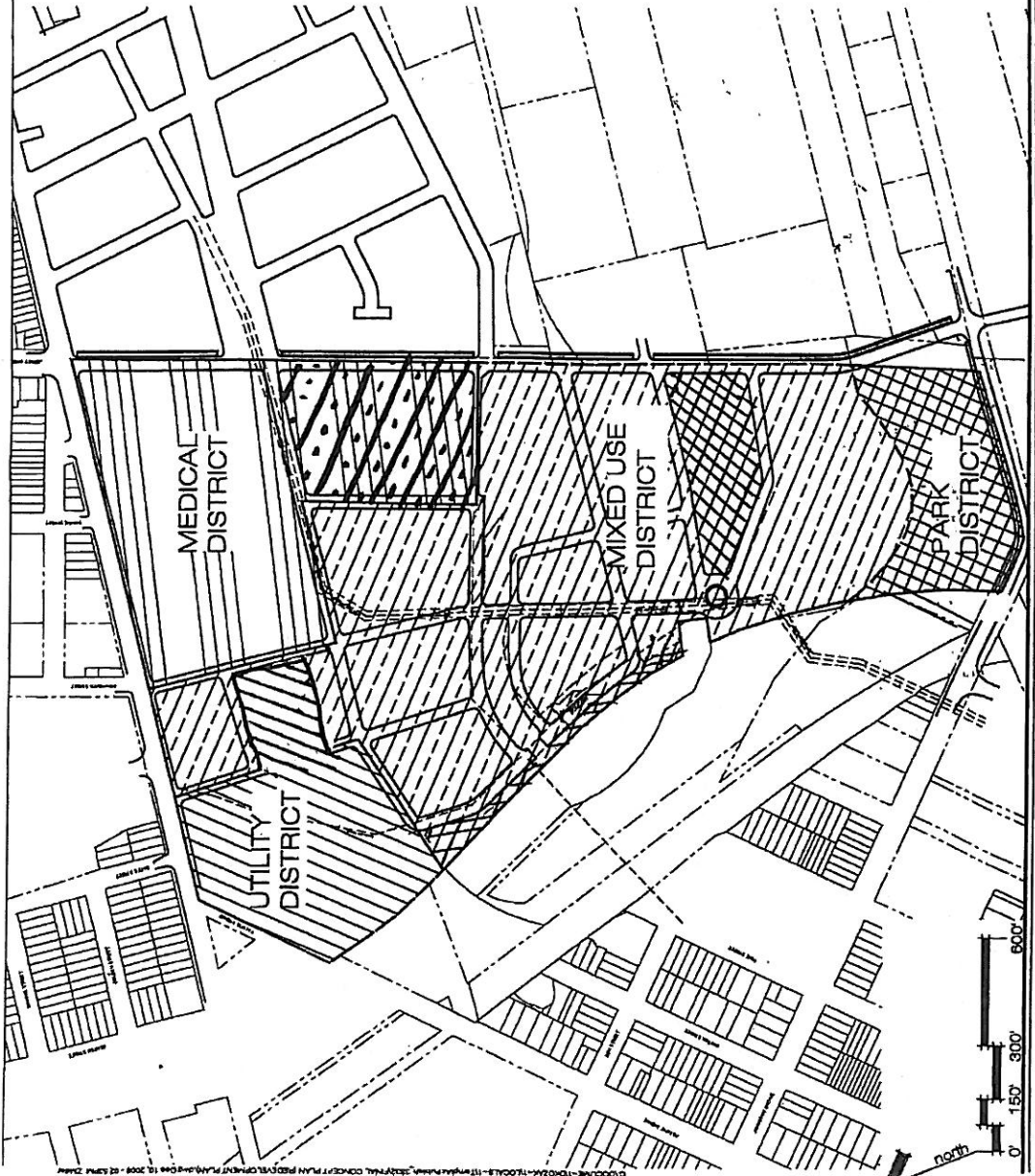


UTILITY DISTRICT (To include  $W \leq 1' \times A^2$ )

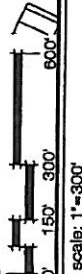
MEDICAL DISTRICT

MIXED USE DISTRICT

PARK DISTRICT



# GRAND JERSEY



BLOCK IDENTIFICATION PLAN



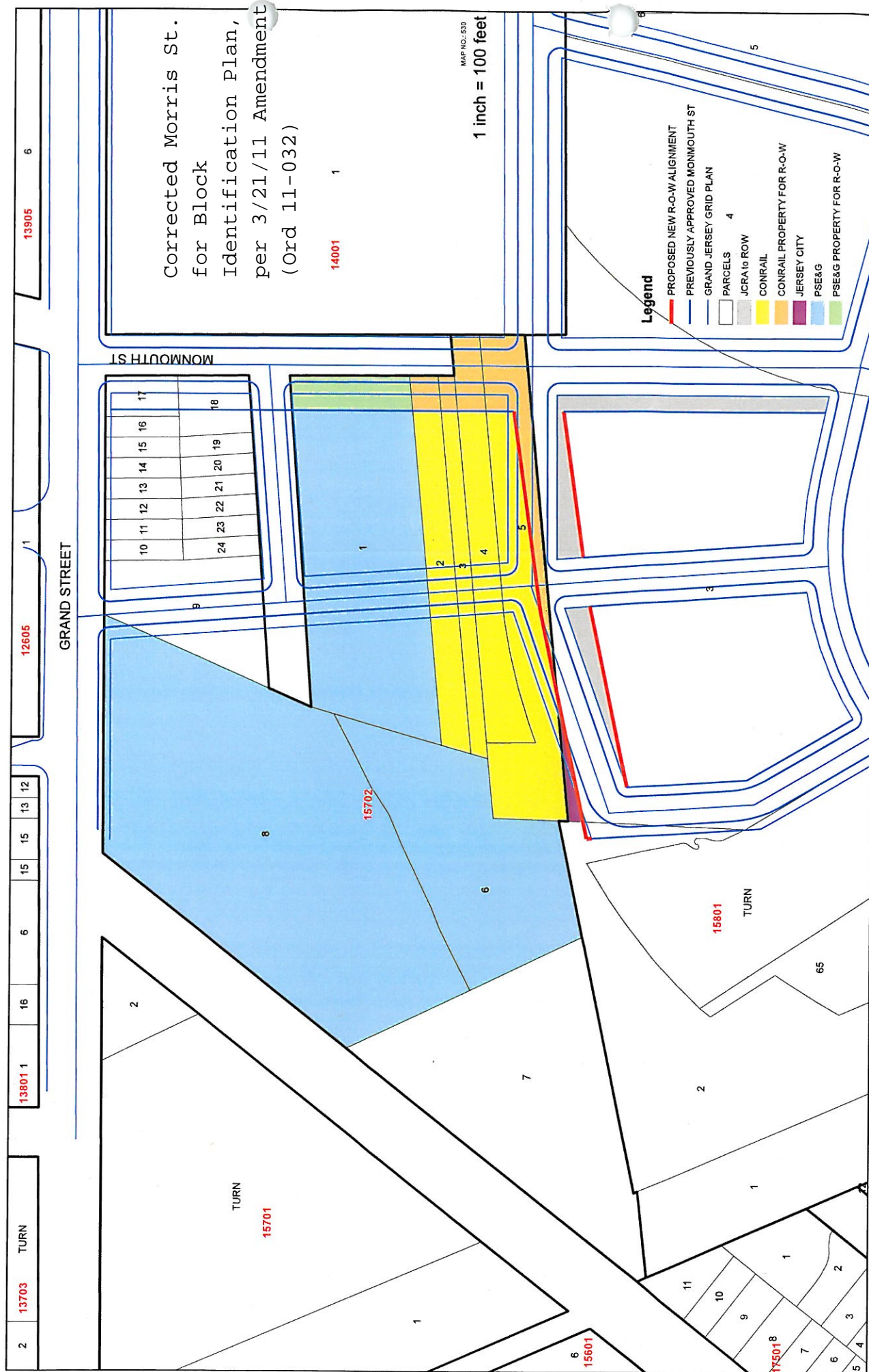
 PARK

NOTE: THE BLOCK NUMBERS SHOWN  
HERE ARE FOR REDEVELOPMENT PLAN  
REFERENCE ONLY.

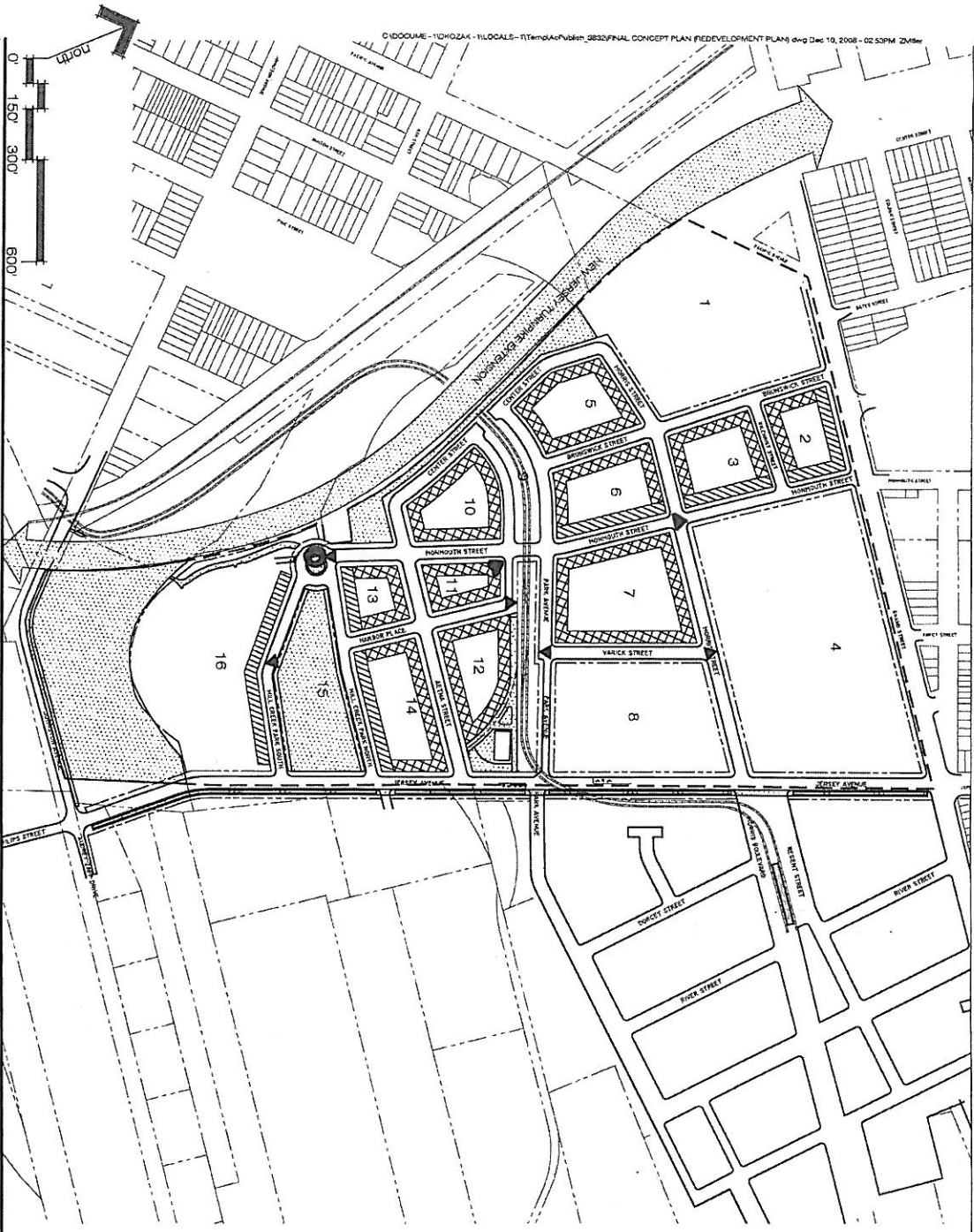
GRAND JERSEY

C:\DOCUMENTS\1\KOKAZAK\1\LOCALS\1\Temp\AcPublish\_3832\FINAL CONCEPT PLAN (REDEVELOPMENT PLAN).dwg Dec 10, 2008 - 02:53PM ZMiller





Scale: 1"=300'



# FRONTAGE REGULATING PLAN

**RETAIL FRONTAGE REQUIRED**  
THOSE GROUND FLOOR AREAS DESIGNATED ON THE FRONTAGE REGULATING PLAN THAT ARE REQUIRED TO PROVIDE A STOREFRONT AT SIDEWALK LEVEL FOR RETAIL USE.



**RETAIL FRONTAGE OPTIONAL**  
THOSE GROUND FLOOR AREAS DESIGNATED ON THE FRONTAGE REGULATING PLAN THAT ARE ALLOWED TO PROVIDE A STOREFRONT AT SIDEWALK LEVEL FOR RETAIL OFFICE OR COMMERCIAL USES. THESE AREAS MAY BE DESIGNATED AS REQUIRED OR OPTIONAL BASED ON THE POTENTIAL FOR FUTURE CONVERSION TO RETAIL USE.

**TERMINATED VISTA**  
A LOCATION AT THE AXIAL TERMINATION OF A THOROUGHFARE. A BUILDING LOCATED AT A TERMINATED VISTA MUST RECEIVE THE AXIS WITH AN APPROPRIATELY SCALED ARTICULATION OF THAT FACADE AND/OR ROOFLINE.



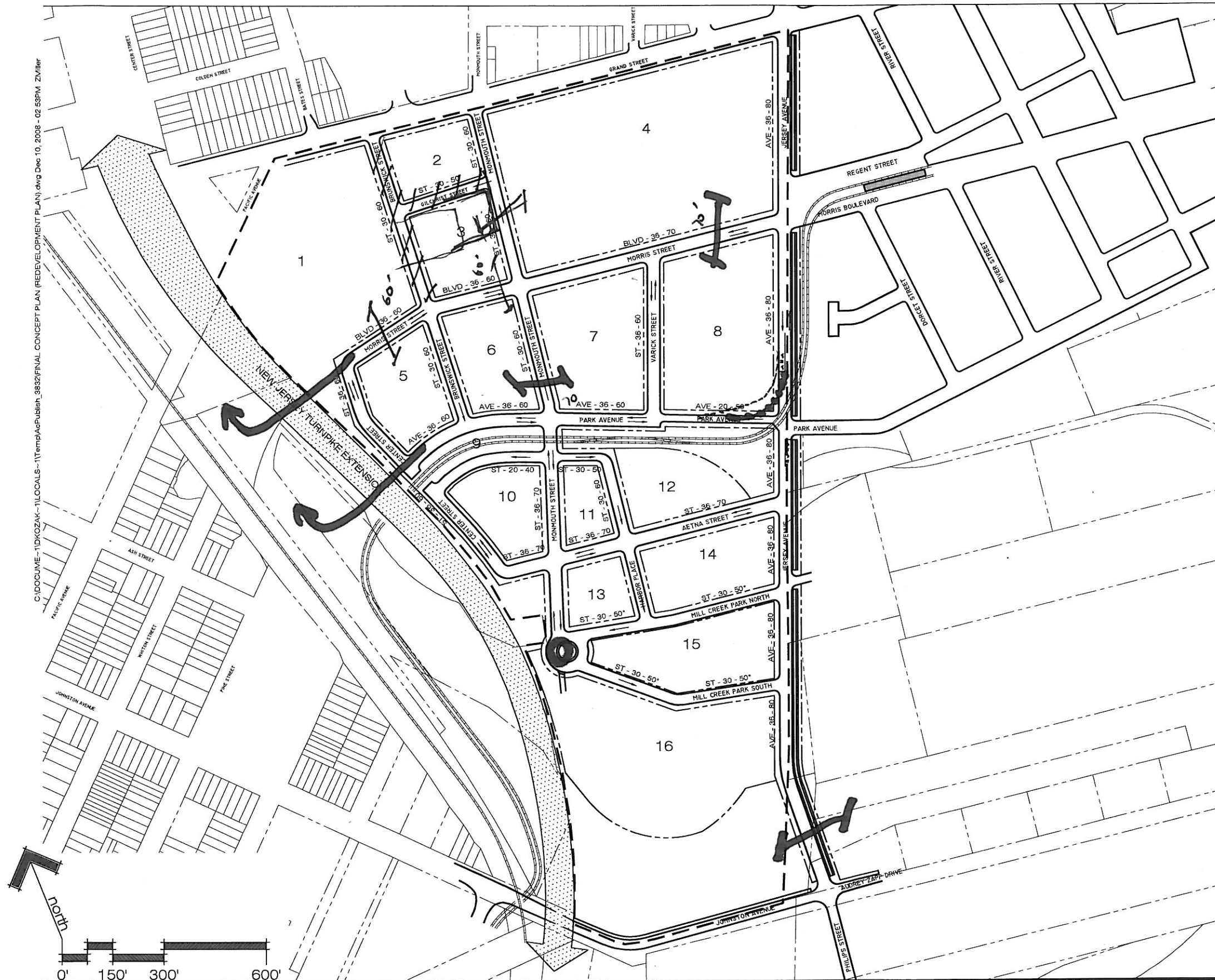
GRAND JERSEY



# VEHICULAR CIRCULATION

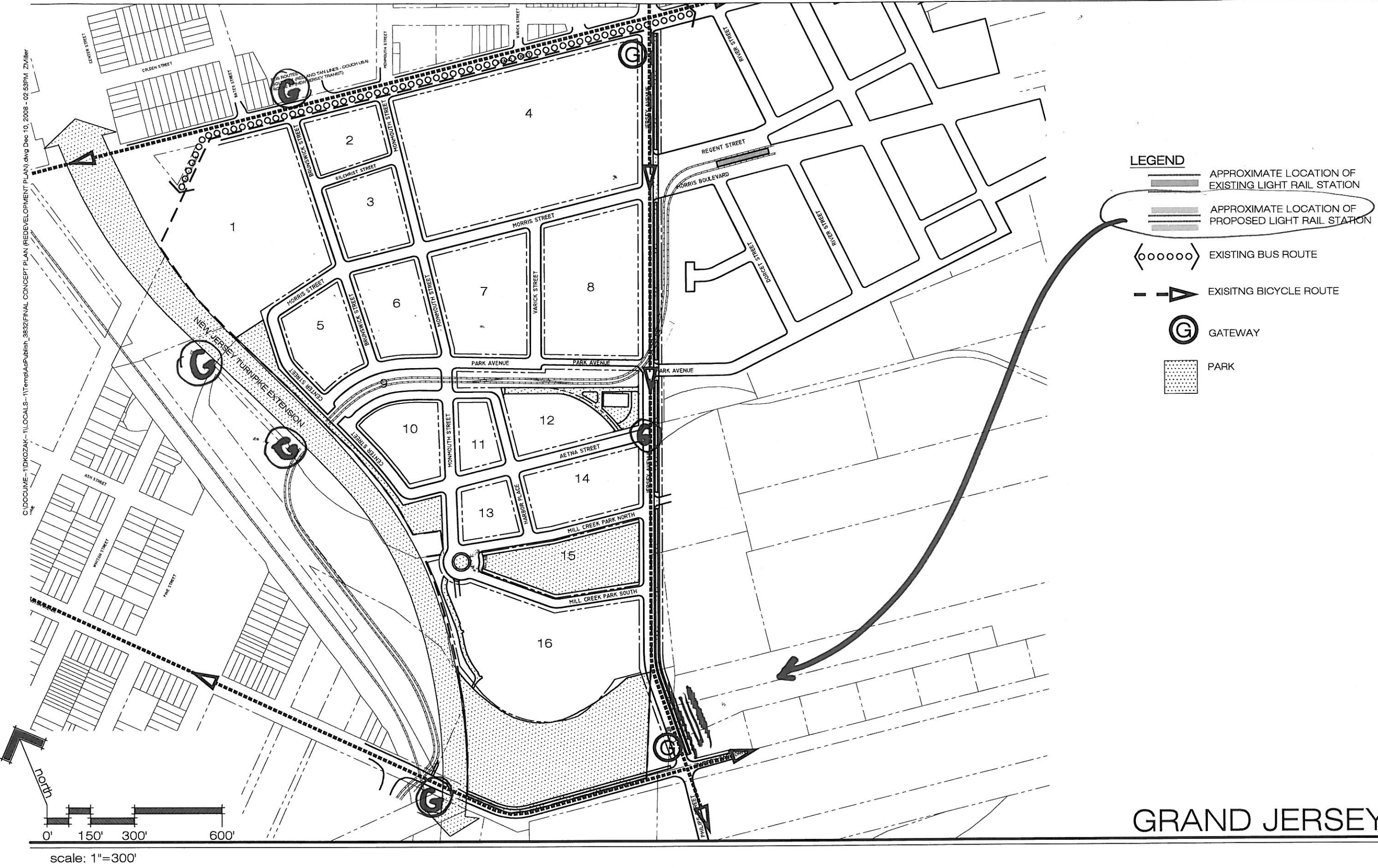
THE STREET GRID SYSTEM HAS BEEN DESIGNED WITH A COMBINATION OF TWO-WAY STREETS AND ONE-WAY STREETS, TYPICALLY PROVIDED IN PAIRS WHERE STREETS WITH OPPOSITE VEHICULAR DIRECTION ARE LOCATED NEAR EACH OTHER IN ORDER TO AVOID LENGTHY CIRCUITOUS ROUTES.

\* Site Plan approval is required  
By PD. For all streets.  
not simple section 31 review.

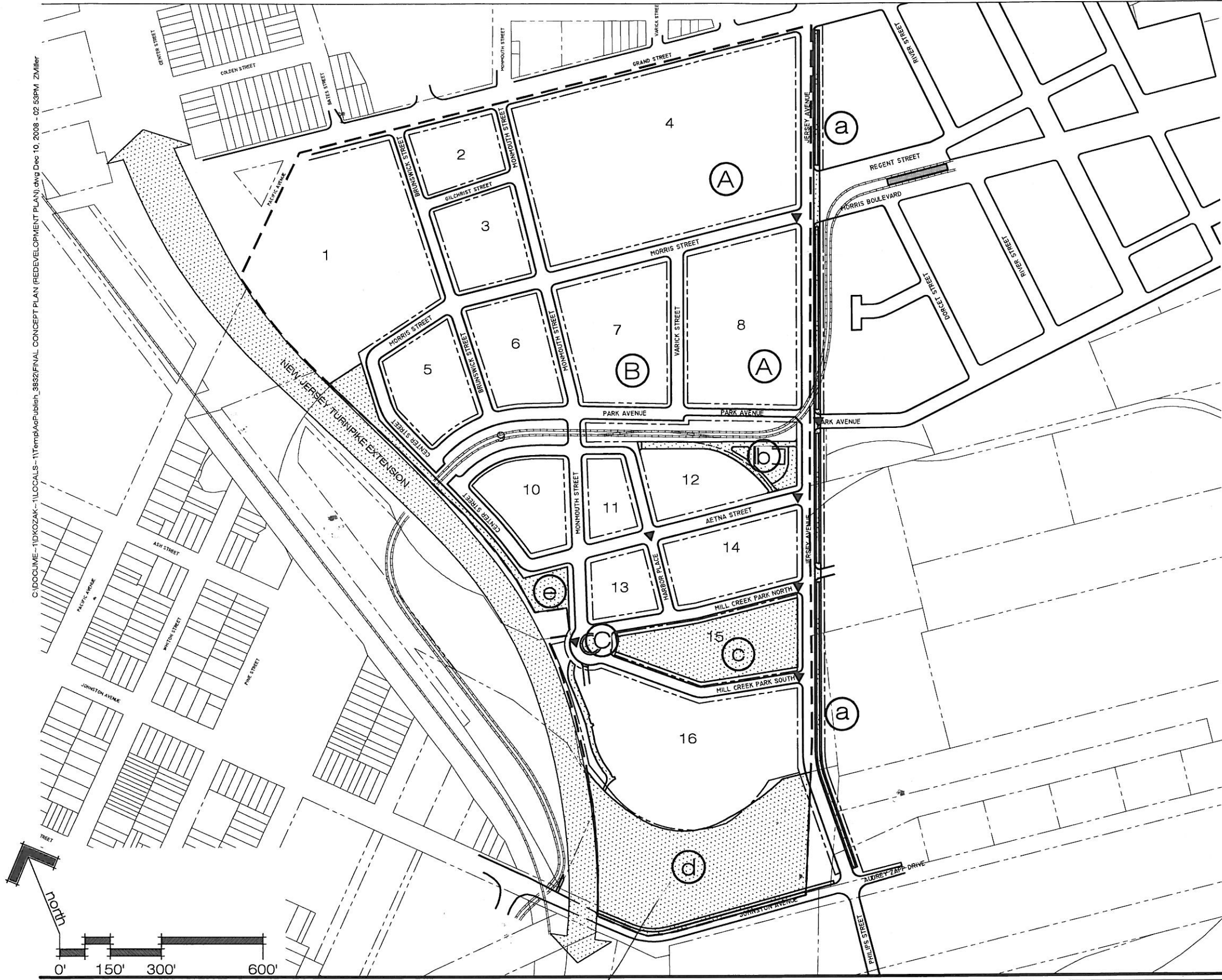


GRAND JERSEY

scale: 1"=300'



OPEN SPACE, COMMUNITY AND RECREATION FACILITES PLAN



THE CIVIC BUILDINGS AND STRUCTURES ARE AS FOLLOWS:  
A. JERSEY CITY MEDICAL CENTER  
B. MUNICIPAL PARKING FACILITY  
C. MILL CREEK PARK MONUMENT

THE CIVIC SPACES ARE AS FOLLOWS:  
a. JERSEY AVENUE BIKE WAY  
b. PLAZA  
c. MILL CREEK PARK  
d. ~~LIBERTY STATE PARK~~ *Grand Jersey Park*  
e. CENTER STREET GREENWAY / *Linear Rec. Pathway*

THIS PLAN ILLUSTRATES THE GENERAL LOCATION AND DESCRIPTION OF THE VARIOUS CIVIC BUILDINGS, RECREATIONAL SPACES, COMMUNITY FACILITIES AND OPEN SPACES WITHIN THE CANAL CROSSING NEIGHBORHOOD.

▲ DECORATIVE PAVEMENT FEATURES TO ACT AS TRAFFIC CALMING DEVICES AND EMPHASIZE PEDESTRIAN CHARACTER OF THESE AREAS.

GRAND JERSEY

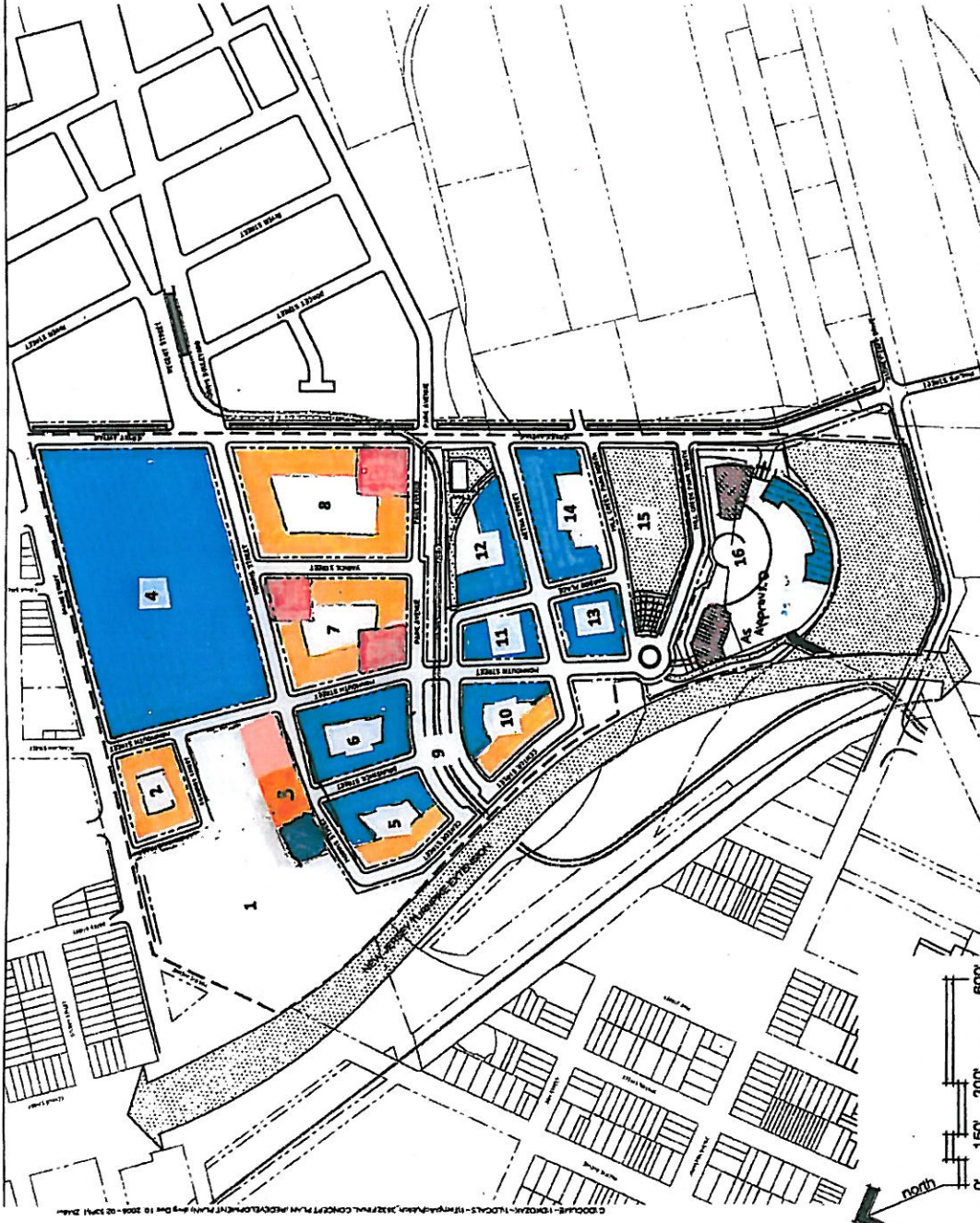
scale: 1"=300'

-BIKE RENTAL  
-ENVL. CRP  
-Path system



# BUILDING HEIGHT REGULATING PLAN

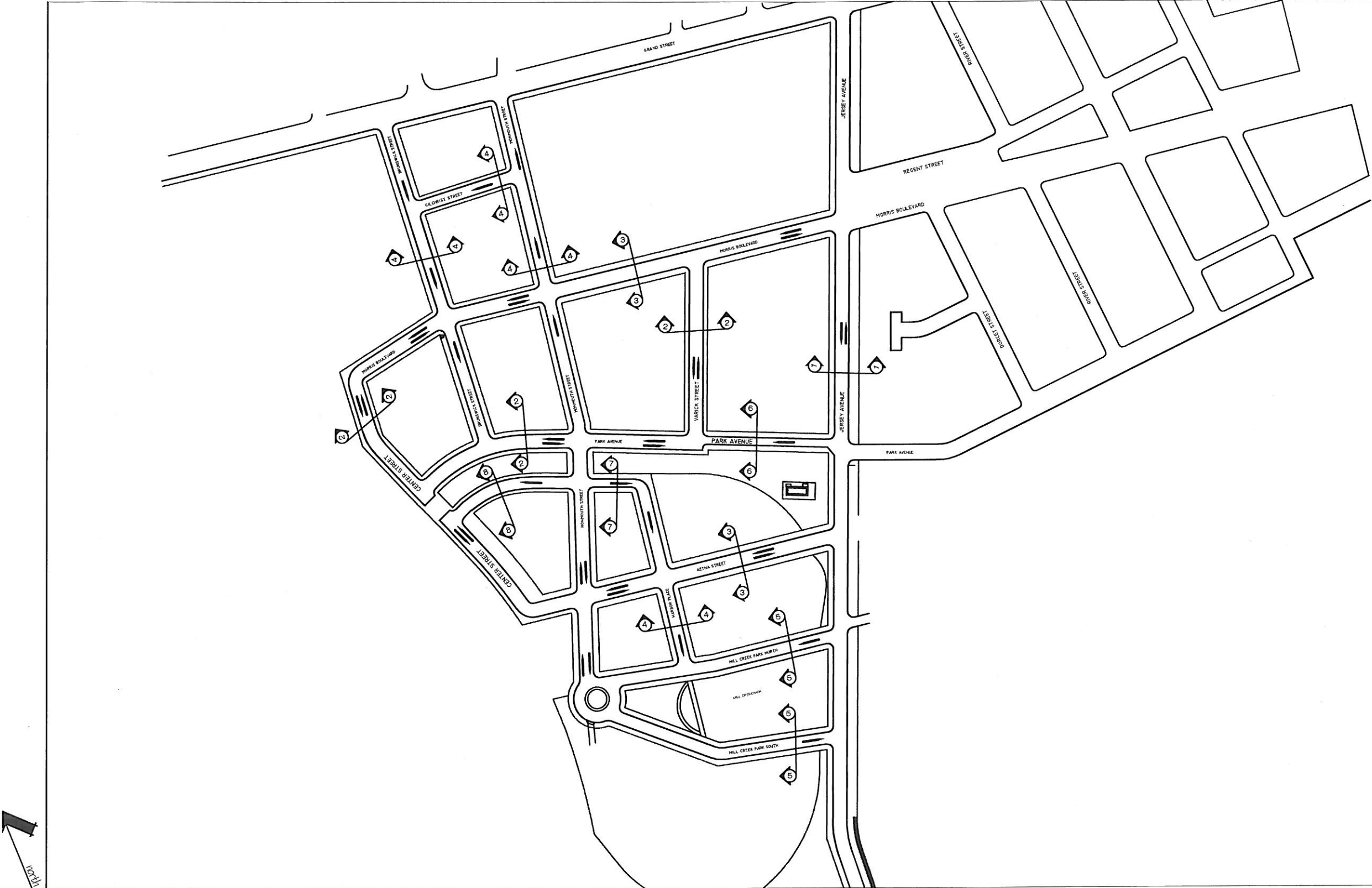
- S - CLASS BUILDINGS 3 - 6 STORIES
- M - CLASS BUILDINGS 8 - 12 STORIES
- L - CLASS BUILDINGS 14 - 18 STORIES
- XL - CLASS BUILDINGS 22 > STORIES
- PARK



## GRAND JERSEY

Scale: 1"=300'

SEE SECTIONS OF  
J.C. MASTER PLAN  
CIRCULATION ELEMENT.



GRAND JERSEY

### Unit Count/Development Capacity Summary

Block Number	Block Size (acres) Net	Max DU
1	-	Utility Substation only
2	1.02	175
3	1.17	350
4	8.94	Hospital only
5	0.7	240
6	0.8	275
7	2.50	1000
8	3.58	700
10	1.21	205
11	0.61	110
12	1.40	280
13	0.70	130
14	1.68	310
15	2.14	375
16	5.22	575
total		4,725

February 19, 2011

Revised: March 2, 2012

Revised: March 6, 2012

Exact Area new blocks 3, 5, and 7 to be determined by final CAD Drawings



# CITY OF JERSEY CITY

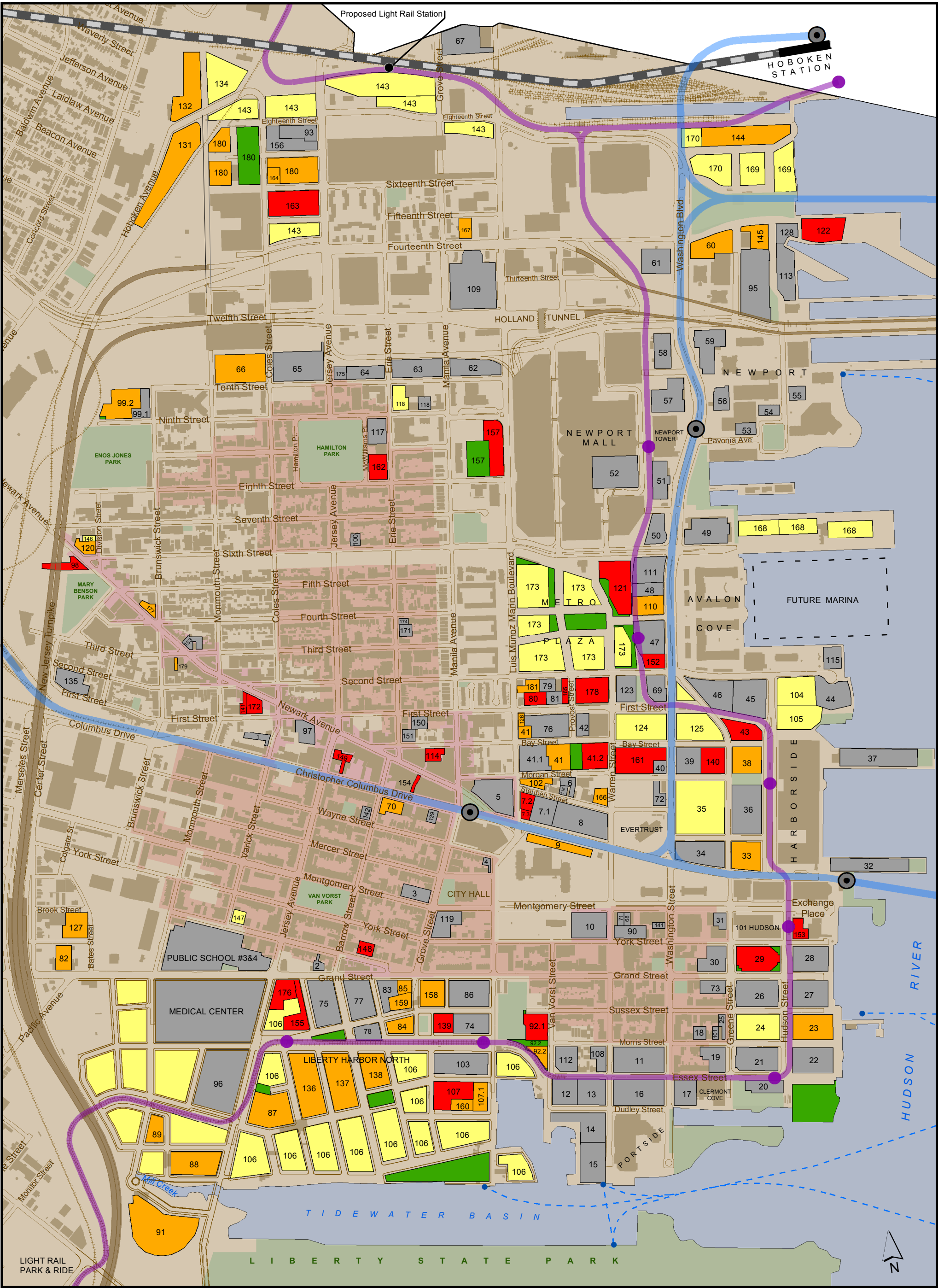
## DOWNTOWN DEVELOPMENT MAP

AUGUST 24, 2016

Jersey City  
City Planning Division  
30 Montgomery Street Suite 1400  
Jersey City, NJ 07302-3821  
Phone: 201.547.5010  
Fax: 201.547.4323



DISCLAIMER: All data and information contained on this map is intended for general reference only and is subject to change and may contain inaccuracies. This map does not depict city policy on development issues nor does this map represent proposed zoning changes or project feasibility. The projects in yellow and marked as proposed are speculative and represent a best guess as to projects that might make applications within the next few years.



1

PROPOSED DEVELOPMENT

2

APPROVED DEVELOPMENT

3

UNDER CONSTRUCTION

4

COMPLETED DEVELOPMENT

RECREATION / PARK

HISTORIC DISTRICT

RESTAURANT ROW

EXISTING PARKS

PATH

LIGHT RAIL

NJ TRANSIT

FERRIES TO NYC

0

0.5

1

Miles

0

350

700

1,400

2,100

Feet

1 inch = 699.767001 feet

CREATED BY:

Jeff Wenger

UPDATES BY:

Matt Ward

	PROJECT NAME (STORIES)	UNITS	OFFICE	RETAIL	PARKING	SITE	PROJECT NAME (STORIES)	UNITS	OFFICE	RETAIL	PARKING	SITE	PROJECT NAME (STORIES)	UNITS	OFFICE	RETAIL	PARKING	
	DEVELOPMENT PROPOSALS												SUMMARY:		9,773	1,755,300	147,500	6,084
24	55 HUDSON (95)		903,000	17,500	684	125	POWERHOUSE BUILDING					170	NEWPORT PARCEL 5	592	0	0	240	
35	EVERTRUST II	0	555,000	90,000		134	CITY CHEMICAL SITE	140	0	0	150	173	HARSIMUS COVE STATION WEST	4,617			3,700	
104	HARBORSIDE PLAZA 8					143	JERSEY AVE PARK	2,327										
105	HARBORSIDE PLAZA 9					146	DIVISION ST											
106	LIBERTY HARBOR NORTH					147	BRIGHT AND VARICK	87	0	0	0							
118	ST FRANCIS REDEVELOPMENT					168	6TH STREET PIER	818	297,300	10,000	910							
124	111 FIRST STREET	500				169	NEWPORT PARCEL 4	692	0	30,000	400							
	APPROVED DEVELOPMENT PROJECTS												SUMMARY:		9,086	1,788,386	413,464	7,987
9	270 MARIN BLVD	420	0	40,452		91	THE VIEW / MILL CREEK LN	575	0	9,736	988	144	700 WASHINGTON BLVD (40)	790	0	15,000	876	
23	50 HUDSON ST.	0	731,086	20,000	1,473	92	193-213 VAN VORST ST PHASE 2 (15)	153	0	7,305	0	145	2 SHORE LANE (8)	71	0	15,603	65	
33	HARBORSIDE PLAZA 4	0	1,057,300	9,700	618	99	364 NINTH ST. PHASE 2/3 (8)	79	0	24,000	245	158	GRAND AND GROVE	549	0	6,380	347	
38	200 GREENE ST II / PLAZA 6	501	0			102	MORGAN POINT HOTEL	184	0	3,300	0	159	REGENT STREEET MIDRISE	131	0	0	29	
41	PROVOST SQUARE	268	0	13,172	380	107	155 MARIN BLVD (PHASE 2)	452	0	9,037	0	160	155 MARIN BLVD - MARRIOT HOTEL	276	0	15,000	0	
60	75 PARK LANE SOUTH	359	0	7,248	0	110	455 WASHINGTON BLVD.	119	0	6,665	203	164	286 COLES ST (13)	55	0	0	55	
66	310 TENTH ST	163	0	0	132	120	380 NEWARK AVENUE (7)	45	0	4,318	20	165	144 FIRST STREET (11)	84	0		0	
70	143 CC DR / 72 WAYNE ST	58	0	5,909	45	126	364 MARIN BLVD	20	0			166	321-331 WARREN ST (18)	180	0	16,400	18	
82	452-460 GRAND ST	41	0	2,324	41	127	ONE BATES ST	129	0	35,590	132	167	182-184 14TH STREET - HOTEL	87	0	0	30	
84	LIBERTY HARBOR NORTH	162	0	0	160	131	137-139 HOBOKEN AVE / VAN LEER	260	0	7,585	280	177	318-328 NEWARK AVENUE (7)	50		4,895	3	
85	LIBERTY HARBOR NORTH	16	0	0	16	132	110 HOBOKEN AVE / VAN LEER	222	0	0	131	179	351 THIRD ST (4)	12	0	796	0	
87	THE PARK AVENUE	395	0	44,764	144	136	MORRIS BLVD, LHN 60.19	259	0	16,600	707	180	296-298 COLES ST (11 & 18)	873	0	23,950	254	
88	33-39 AETNA ST	189	0	17,620	285	137	MORRIS BLVD, LHN 60.18	359	0	11,865	136	181	175 SECOND ST	138	0		39	
89	36-50 AETNA ST	107	0	3,940	195	138	MORRIS BLVD, LHN 60.17	255	0	18,250	135							
	PROJECTS UNDER CONSTRUCTION												SUMMARY:		7,958	2,312	241,755	5,218
7.2	90 COLUMBUS	634	0	0	0	114	213-215 BAY STREET CONDOS	38	0	0	40	153	1 EXCHANGE PLACE HOTEL	250	0	16,253	0	
7.3	90 COLUMBUS / HOTEL	250	0	0	0	121	430 MARIN BLVD (35)	853	0	26,593	1,590	154	143 NEWARK AVE	17	0	8,341	0	
29	99 HUDSON ST. (79)	781	0	15666	609	122	ELLIPSE 1-25 14TH STREET (41)	376	0	0	271	155	325 GRAND STREET (13)	194	0	5,108	0	
41.2	PROVOST SQUARE (28)	242	0	15387	209	139	193 MARIN BLVD PHASE 2	90	0	5,000		161	350 WARREN AKA 335-341 WASHINGTON ST.	377				
43	200 GREENE ST I / PLAZA 7 (69)	766	0	11998	421	140	65 BAY STREET / TRUMP 2	447	0	10,600	0	162	HAMILTON SQUARE PHASE II	99	0	7,000	66	
80	162 FIRST ST (14)	297	0	9873	63	141	251 NEWARK AVENUE	13	0	1,200	8	163	795-803 JERSEY AVE	377	0	20,700	429	
92.1	193-213 VAN VORST ST PHASE 1 (15)	255	0	7237	252	148	28 BRIGHT STREET (4)	31	1,332	0	14	172	239-249 NEWARK AVE.	54	0	4,144	13	
98	361-377 NEWARK AVE	55	0	2950	56	149	JERSEY AVENUE	70	0	14,000	35	176	333 GRAND ST (12)	233	0	26,000	134	
107	155 MARIN BLVD (PHASE 1)	448	0	5290	722	152	425 WASHINGTON	311	0	2,214	86	178	133 SECOND ST (7)	0	980	6,201		
						157	UNICO TOWER II / KRE	400	0	20,000	200							
	RECENTLY COMPLETED DEVELOPMENT PROJECTS												SUMMARY:		15,206	7,261,078	1,205,378	22,154
1	9 COLES ST (2)	11	0	0		44	HARBORSIDE PLAZA 10 (19)		518,578	13,482	367	83	LIBERTY HARBOR NORTH - BLOCK 60.04 (5)	40	0	0	10	
2	BRIGHT/GRAND TOWNHOUSES (4)	10	0	0	10	45	CANDLEWOOD HOTEL (8)	215	0	0	133	86	S&K / APPLIED HOUSING (16)	347	0	6,738	253	
3	MAJESTIC THEATRE (6)	48	9,910	5,133	31	46	65 2ND ST / PORTOFINO (26)	283	0	4,800	299	90	120 YORK ST (11)	139	0	6,000	104	
4	NEW TOWN HOUSES (4)	8	0	0	4	47	425 WASH. BLVD/MARBELLA (40)	412	0	5,600	318	93	833 JERSEY AVENUE (20)	155	0	11,070	155	
5	GROVE POINTE (29)	525	0	16,480	597	48	455 WASH. BLVD/ DOUBLETREE (13)	200	0	0	187	95	SHORE CONDO / 20 NEWPORT PKWY (23 & 28)	442	0	45,602	1,045	
6	143-151 MORGAN ST (11)	40	0	0	40	49	480 WASHINGTON BLVD (27)	0	933,288	21,195	876	96	MEDICAL OFFICES AND PARKING (5)	0	75,000	0	264	
7.1	70 COLUMBUS PHASE II	545	0	12267	316	50	479 WASH. BLVD - WESTIN HOTEL (24)	429	0	7,000	215	97	209-217 NEWARK AVE (5)	76	0	3,900	50	
8	303 WARREN ST/ PHASE I (36)	306	0	27,300	804	51	499 WASHINGTON BLVD (14)	0	547,795	12,000	750	99	364 NINTH ST. PHASE 1 (8)	75	0	27643	116	
10	255 WARREN ST (22)	220	0	18,438	328	52	MACY'S (3)	0	0	237,000		100	244-250 SIXTH ST (3)	12	0	0	0	
11/16	LEGACY AT LIBERTY PARK (4)	324			359	53	100 TOWN SQ PL / NOC VII (14)	0	71,273		877	101	64-66 MORRIS STREET (5)	14	0	2,000	0	
12	FULTON'S LANDING (7)	105	0		72	54	25 RIVER DRIVE (29)	336	44,575	17,504	240	103	18 PARK (11)	422	0	14,300	258	
13	K. HOVNANIAN AT P. HOOK (4)	71	0	1,250	80	55	20 RIVER CT (36)	409	0	4,239	269	108	187 WARREN STREET / LIBERTY POINTE (3)	32	0	4,236	43	
14	HUDSON POINT (6)	181	0		196	56	MARRIOTT COURTYARD (10)	189	0		79	109	HOME DEPOT / 180 12TH ST (3)	0	0	105,121	420	
15	PIER HOUSE I (4)	180	0	5,700	233	57	545 WASH. BLVD / NOC IV (21)	0	858,135	11,318	653	111	MONACO I & II / 465-475 WASHINGTON BLVD (50)	524	0	6,105	378	
17	174 WASHINGTON ST (4)	65	0	1,080	67	58	575 WASH. BLVD / NOC V (21)	0	704,510	15,584	723	112	198 VAN VORST STREET (7)	131	0	4,426	181	
18	72-78 MORRIS STREET (3)	19	0		10	59	570 WASH. BLVD / NOC VI (12)	0	293,430	16,637	207	113	THE AQUABLU / 110 RIVER DR (31)	367	0	13,348	0	
19	60 ESSEX ST (7)	70	0		69	61	MODELLS/STAPLES (1)	0	0	40,946	183	115	2 SECOND STREET (42)	269	0	6,000	275	
20	LIBERTY TERRACE (9)	120	0	0	120	62	180 TENTH ST / ROOSEVELT (7)	128	0	4,507	9	116	154-158 STEUBEN STREET / IVY HOUSE (7)	18	0	0	7	
21	LIBERTY VIEW TOWER (37)	648		24,000	777	63	204 TENTH ST / LINCOLN (6)	153	0	0	134	11						





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

# CITY OF JERSEY CITY

## OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

### Report of Directors 8.e

Meeting 09.09.2015

E.O. 2015-007

**Superseding and**

**Rescinding E.O. 2013-004**

September 3<sup>rd</sup>, 2015

## EXECUTIVE ORDER OF THE MAYOR OF THE CITY OF JERSEY CITY

### PAYMENT IN LIEU OF TAXES POLICY AND PROCEDURES

Pursuant to the authority vested in the Mayor of the City of Jersey City by law, I issue the following Executive Order (EO) approving and directing the implementation of procedures and policy guidelines for best practices in the award of long term tax exemptions or Payment In Lieu Of Taxes (PILOTs). This EO supersedes any previous EOs and/or Policies.

#### I. Statement of Purpose:

The award of PILOTs for construction projects located within a redevelopment area, an urban enterprise zone, or to create affordable housing, had historically been a process subject to vague parameters, a lack of transparency, and the perceived injudicious exercise of discretion. As a result, public confidence in the process had eroded, and redevelopment in underserved areas had been neglected. By the promulgation of EO 2013-004 this administration began to address these issues by alleviating the underlying causes of public policy concerns while stimulating redevelopment in underserved areas. The within EO and correlating Policy is an update of the EO and Policy initially promulgated to foster the transparency, objectivity, uniformity, predictability and strategic incentives the City needs to grow and prosper. This updated EO and the correlating policy will continue to incentives development in areas most in need of it while also leveraging the economic activity taking place in Jersey City to create a significant amount of new affordable housing.

This EO affirms the procedures and policy guidelines to be used in the evaluation, approval and awarding of long term tax exemption applications and financial agreements. These procedures and policy guidelines are undertaken in conjunction with the requirements of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.; 5 Year Tax Exemption Law, N.J.S.A. 40A:21-1 et seq.; the New Jersey Housing Mortgage and Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; and all applicable ordinances of the City of Jersey City. This EO is prospective. Accordingly, it applies to future long term PILOTs and related financial agreements including any amendments to existing Financial Agreements. More specific additional guidance can be found in the policy guidelines attached hereto as Appendix A, which guidelines may also be amended from time to time.

## II. Definitions:

When used in this EO, terms shall be defined as follows:

“Affordable Housing Project” means a project intended to provide housing affordable for persons of low or moderate income, for senior citizens under section 202 of Pub.L. 86-372 (12 U.S.C. § 1701q) or rental housing for persons with disabilities under section 811 of Pub.L. 101-625 (42 U.S.C. § 8013), or under any other program that the New Jersey Commissioner of Community Affairs by rule may determine to be of a similar nature and purpose.

“Service Charge” means the annual payment to be made by the Entity to the City in lieu of payment of conventional property taxes. The service charge is calculated as a percentage of either the project’s gross revenue, or total project cost, whichever is designated in the Financial Agreement.

“Application” means a written application prepared by an Entity seeking a PILOT.

“Certified Audit” means a complete set of financial statements rendering an opinion on the Entity’s annual financial statements taken as a whole, prepared according to the current standards of the Financial Accounting Standards Board, and certified as conforming to those standards by the Certified Public Accountant duly licensed to practice that profession in the State of New Jersey.

“City” means the City of Jersey City.

“Entity” means either an “Entity” defined as a limited-dividend entity, or non-profit entity, pursuant to N.J.S.A. 40A:20-1 et seq.; qualified under N.J.S.A. 55:14K-1 et seq.; or, an owner under N.J.S.A. 40A:21-1 et seq.

“Financial Agreement” means the contract between the City and the Entity including all amendments and supplements thereto, by which a PILOT is conferred.

“Gross Revenue” means annual gross revenue or annual gross rents, as appropriate, and other income, for each Urban Renewal Entity designated pursuant to N.J.S.A. 40A:20-1 et seq., N.J.S.A. 40A:21-1 et seq., N.J.S.A. 55:14K-1 et seq. or, in the case of a condominium project, as determined pursuant to N.J.S.A. 40A:20-14.

“Project” means the land and the improvements thereto or thereon or the construction, improvement or conversion of a structure in an area in need of rehabilitation that would qualify for a PILOT, and which are the subject of the Financial Agreement.

“Project Employment and Contracting Agreement” means an agreement between the City and the Entity that requires the Entity to contract with local businesses and hire City residents, minorities and women owned businesses during construction and permanent employment upon project completion for the term of the exemption.

“Tax Exemption” means to exempt from conventional taxation the value of improvements under a financial agreement pursuant to N.J.S.A. 40A:20-1 et seq., N.J.S.A. 55:14K-1 et seq. or tax agreement pursuant to N.J.S.A. 40A:21-3, for a limited time has provided in the Financial Agreement between the City and the Entity; more commonly referred to as a “tax abatement” but hereinafter shall be referred to as a “PILOT.”

## III. Procedure for the Award of a Tax Exemption.



A. First Step: Project Proposal Discussion:

Prior to submitting an application the Project Developer or its designated agent and/or attorney will meet with the Deputy Mayor or his/her designated agent to go over the general parameters of the proposed project and PILOT application. Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, and environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.

B. Second Step: The Entity Submits an Application for a PILOT:

The Entity must submit an Application addressed to the Mayor. The Entity in its Application shall satisfy the minimum requirements set forth in state law, and demonstrate compliance with the policy guidelines attached hereto as Exhibit A.

C. Third Step: The Mayor Approves or Disapproves the Application:

The Mayor shall recommend within 60 days to approve or disapprove the Application. The Mayor's recommendation will be based upon the application's compliance with the minimum requirements contained in state and the policy guidelines attached hereto, subject to legal review by Corporation Counsel. The Mayor shall submit the Application to the Council with his recommendation.

If the Entity demonstrates it has met the minimum requirements set forth in state law, and has complied with the criteria set forth in the attached policy guidelines, the Application shall receive Mayoral recommendation and should be approved by the Council. An Application that has been disapproved by the Mayor may be withdrawn, revised and resubmitted by the Entity, but a new application fee will be charged.

D. Fourth Step: The Financial Agreement Between the Entity and the City is Prepared:

Once the Application receives the Mayor's recommendation, the City shall prepare a Financial Agreement between the City and the Entity to be submitted to the Council with the Application. The Financial Agreement shall set forth tax exemption provisions including, at a minimum, the duration of the tax exemption and the annual service charge, including the statutory phase-in requirements, and shall conform to the requirements contained in the applicable state law. The Financial Agreement shall conform to all applicable ordinances of the City of Jersey City, as well as other such provisions the Corporation Counsel deems appropriate and necessary.

The Financial Agreement shall also include findings by the City as to (a) the relative benefits of the project to the redevelopment of the redevelopment area, when compared to the costs, if any, associated with the tax exemption; and (b) an assessment of the importance of the tax exemption to be granted in obtaining the development of the project and influencing the location decisions of probable occupants of the project or units of the project



E. Fifth Step: The Application and Financial Agreement are Submitted to the Council for Approval:

Once the Financial Agreement has been prepared, the Financial Agreement shall be submitted to the Council for approval by ordinance. The Application shall be placed on file with the Clerk so that it is available for review. The Financial Agreement shall not take effect until approved by ordinance. The Council will either approve the Application and the Financial Agreement as presented and adopt the ordinance, or disapprove the Application and the Financial Agreement as presented and reject the ordinance. If the Application and the Financial Agreement conform to the policy guidelines attached hereto, adoption is strongly encouraged. After adoption, a Financial Agreement may be amended or modified from time to time but only with the mutual consent of the parties. Any amendments or modifications of Financial Agreements shall be by application and will be subject to the same procedure as a new application, including the payment of an application fee as set forth in §160-1(KK) of the Jersey City Code.

IV. Application – Criteria for Evaluation.

An application will be evaluated by the Mayor according to the criteria set forth in the attached policy for the award of a PILOT. Failure of an Entity's Application to conform to the within PILOT Policy will result in the Application receiving a negative or unfavorable recommendation from the Mayor.

V. Financial Agreement – Form and Contents

Every approved project shall be evidenced by a Financial Agreement between the City and the Entity. The Financial Agreement shall be in the form of a contract, and shall include, but not be limited to, the following:

A. A detailed construction schedule, which must indicate that the commencement of construction shall occur no later than 2 years from the date of adoption of the ordinance approving the tax exemption. Unless otherwise provided for by law, construction shall be deemed to have commenced when all necessary approvals, including the issuance of building permits, have been obtained and construction activity has begun on site;

B. The Entity's plans for financing the project, including the estimated total project cost, the amortization rate on the total project cost, the source of funds, the interest rates to be paid on the construction financing, the source and amount of paid-in capital, the terms of mortgage amortization or payment of principal on any mortgage, a good faith projection of initial sales prices of any condominium units (if applicable) and expenses to be incurred in promoting and consummating such sales, and the rental schedules and lease terms to be used in the project (if applicable). Any changes or modifications to the plans for financing, including the project cost must be reported in a timely manner to the Mayor;

C. The amount of the administrative fee;

D. The duration or term of the Financial Agreement, which shall commence upon the delivery by the City Clerk to the Tax Assessor of a certified copy of the ordinance approving the Financial Agreement as provided in N.J.S.A. 40A:20-12, delivery shall be presumed to have occurred upon final publication of the ordinance approving the PILOT;



E. The first payment of the annual service charge which shall become due and owing on the first day of the month following Substantial Completion of the project. Substantial Completion shall mean the date of the issuance of the first certificate of occupancy, whether temporary or final, for any portion of the project. The annual service charge, if not timely paid, shall accrue interest thereafter, whether or not the Entity receives a bill therefore, and accrue at the same rate as charged for delinquent taxes;

F. The amount and schedule of payments to the Affordable Housing Trust Fund (if applicable) which shall be in accordance with the governing statute and §304-28 to §304-30 of the Jersey City Code;

G. The method for computing the project's gross annual revenue;

H. A requirement to execute a Project Employment and Contracting Agreement and, if applicable, a Project Labor Agreement;

I. A requirement to comply with the Living Wage Ordinance, Section 3-76 of the Jersey City Municipal Code.

J. A provision that the profits of and/or dividends payable by the Entity shall be limited, according to the provisions of N.J.S.A. 40A:20-1 et seq., if the Entity is a limited-dividend entity, and that such excess net profits, if any, shall be calculated and paid annually to the City as an additional service charge in accordance with N.J.S.A. 40A:20-3(c) and N.J.S.A. 40A:20-15;

K. A provision that requires the Entity to pay a county service charge in an amount equal to 5% of the annual service charge payable to the City and remitted by the City to the County in addition to the annual City service charge and the administrative cost charge.

L. A requirement that the Entity submit, within 90 days after the close of its fiscal year, its auditor's reports to the Mayor or his designee, Business Administrator, Tax Collector, Corporation Counsel, City Clerk, as well as to the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs. The auditor's report shall include an audit of total project cost certified by the project architect and certified public accountant, the annual audit of annual gross revenue, an annual excess profit calculation and the annual financial operations of the project. The audit shall be certified to by a certified public accountant. The City reserves the right to undertake a separate audit by an outside auditor, the cost to be borne by the Entity; and

M. Such other terms and conditions as the Corporation Counsel or Business Administrator deem appropriate and necessary.

## VI. Financial Agreement – Enforcement and Penalties.

Historically, enforcement procedures, mechanisms, and penalties varied on a project-by-project basis. Going forward, enforcement procedures, mechanisms and penalties will be standardized and applied uniformly. Any Entity which is in default of an obligation in the Financial Agreement shall be required to cure the default within 30 days after receiving a notice of the default. Examples of an event of default include, but are not limited to, failure to commence or complete construction in accordance

with the construction schedule; failure to timely pay the annual service charge, administrative fee, contribution to the Affordable Housing Trust, or any other fees associated with the project and Financial Agreement; failure to timely submit certified copies of audits of total project cost, annual gross revenue and annual excess profit calculation; and the breach of any other material condition. Failure to cure the default within the specified cure period will require the Entity to pay the City's legal fees, costs and expenses in enforcing the Financial Agreement and may result in the imposition of any or all of the following remedies:

- A. Imposition of a tax lien for any unpaid charges;
- B. If the parties cannot quantify damages, liquidated damages will be imposed in accordance with the Financial Agreement;
- C. Imposition of interest on the late payments of any charges at the highest rate allowed for by law for delinquent taxes;
- D. Increase in the percentage of annual gross revenue or total project cost, as applicable, used to calculate the annual service charge;
- E. Suspension or termination of the tax exemption;
- F. All of the remedies provided in the PECA or PLA, if applicable.

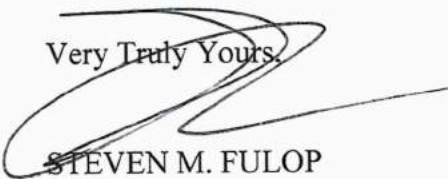
#### VII. Severability

If any provision of this EO, or the application of any such provision to any person or circumstances, shall be held invalid or unenforceable for any reason, the remainder of this EO to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and to this extent the provisions of this EO are severable.

The EO and attached policy guidelines shall be kept on file in the office of the City Clerk and the Office of the Tax Collector. It will be posted on the City's website and will be made available to the public upon request.

This EO shall take effect immediately.

Very Truly Yours,

  
STEVEN M. FULOP  
MAYOR

## Appendix A

## Appendix A





STEVEN M. FULOP  
MAYOR OF JERSEY CITY

## CITY OF JERSEY CITY OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302  
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP  
MAYOR OF JERSEY CITY

### **JERSEY CITY TIERED PAYMENT IN LIEU OF TAXES (PILOT) POLICY**

Real estate development is crucial to building a city; however, unfettered development does not guarantee that the City of Jersey City will succeed in realizing its full potential. To excel, the City must adopt a thoughtful, reasoned, comprehensive development strategy, then properly and efficiently manage the resulting development. This includes realizing adequate tax revenues to support essential City services, creating jobs at all income and educational levels, and fostering the right mix of housing, commercial and recreational opportunities necessary to cultivate and strengthen vibrant neighborhoods of varying characteristics. The 2013 Policy laid the foundation for the City to make its progressive vision a reality. This 2015 Policy reflects a review of the 2013 policy with appropriate adjustments to further that vision.

The City's historic use of Payments in Lieu of Taxes (PILOTs) had resulted in unbalanced development that has not truly benefited the City as a whole. This policy seeks to address this reality. Consequently, long-term PILOTs will be modified along the waterfront and downtown. And long-term PILOTs will be more fully utilized to support and encourage development in other areas of the City, including but not limited to Journal Square, Bergen Lafayette and along the Route 440 Corridor.

How and where to create incentives for development within the City continues to be critical factors to fulfill the City's needs for strategic globally beneficial development. While the use of PILOTs is controlled by various state laws, there is flexibility within the Long-Term Tax Exemption Law and the Redevelopment Area Bonding Law that allows the City to prioritize and maximize the impact of PILOTs. The below policy recognizes the importance of PILOTs to encourage redevelopment in parts of the City where it is most needed and incorporates the principles of standardization to make the tax abatement process more transparent and predictable. The intention is to prioritize the use of PILOTs in targeted areas as well as to encourage investment, job creation and the construction of new affordable housing for the benefit of longstanding residents and businesses of the City.

Affordable housing is a public good and a benefit to the residents of the City that would not otherwise occur without the City providing incentives. By partnering with developers, the City is able to create quality, sustainable affordable housing in all areas of the City, which will ensure any resident, regardless of where they live, can enjoy the same benefits and amenities that come with new development as their peers.



## **The Jersey City PILOT Program Concepts and Tools**

The policy guidelines and structure of the current Jersey City PILOT program rely upon the Long-Term Tax Exemption Law (LTTE). The within policy utilizes the current City ordinances with strategic amendments. The Ordinances addressed herein include: the Affordable Housing Trust Fund (Chapter 304-28 et seq.); Construction Project Labor Agreements (Chapter 304-33 et seq.) and the Living Wage Ordinance (Chapter 3-76c et seq.). These ordinances utilize several concepts that will continue to be used and warrant identification herein. These concepts are:

- **Project Labor Agreement:** A Project Labor Agreement (PLA) is a contract between a labor organization and a developer that contains at a minimum the requirements set forth in the Section 304 of the City Code dealing with Construction PLAs. The City currently requires a PLA for projects with actual construction costs exceeding \$25,000,000. Other requirements include, but are not limited to, a guarantee that there will be no strikes or lockouts; procedures to ensure the timely resolution of labor disputes; and a mandate that 20% of the labor hours required shall be performed by apprentices and that all apprentices be City residents.
- **Project Employment and Contracting Agreement:** The City has a policy requiring any recipient of an economic incentive, defined in part as any tax abatement or exemption that reduces the annual amount of taxes otherwise due by \$25,000 or more in the aggregate, to achieve a good faith goal of a workforce representing 51% City residents, 51% of whom are minorities and, in non-traditional jobs, 6.9% of whom are women. In addition, developers must achieve a good faith goal of awarding 20% of the dollar amount of its contracts to local businesses, 51% of which shall be minority or woman owned local businesses. The terms and conditions of such goals are set forth in a Project Employment and Contracting Agreement (PECA) to be executed at the same time of the Financial Agreement is executed.
- **Cost-Benefit Analysis:** Pursuant to the cost-benefit analysis required by state law, the City weighs the relative benefits of developing a blighted site or area against the increased costs generated by the project (if any) to the City. Financial agreements shall include findings setting forth the relative benefits of the project to the redevelopment of the redevelopment area when compared to the costs, if any, associated with the tax exemption and an assessment of the importance of the tax exemption to be granted in obtaining the development of the project and in influencing the decisions of probable occupants of the project or units of the project. The relative benefits include whether the project will provide employment and other economic opportunities for City residents and businesses. The incentives described in this policy will encourage and facilitate job creation, which in addition to providing employment opportunities also tends to stabilize and contribute to the economic growth of businesses in the surrounding area, as well as further the overall redevelopment objectives of the underlying redevelopment plan or Urban Enterprise Zone.
- **Living Wage:** An Entity receiving a PILOT for a project with a construction cost of at least \$25,000,000, excluding land acquisition costs, is required to insure that both the Entity and/or its tenants or subtenants provide certain wage, benefit and leave standards to all janitors and unarmed security guards employed at the project as mandated by Section 3-76(C) of the City Code. The Entity is also required to include the provision in all leases to insure that the provision is applied to all janitors and unarmed security guards, whether directly or indirectly employed by the Entity, its tenant or subtenant.



- Moderate Income Housing: The City bases its definitions of low and moderate income housing income limits on those promulgated by the United States Department of Housing and Urban Development (HUD). When the term “Moderate Income Housing” is used in this policy, however, it shall mean housing available to households earning at or below 80% of the Area Median Income (AMI).
- Affordable Housing Trust Fund: Contribution to the City’s Affordable Housing Trust Fund (AHTF) is required for any market rate housing project or any commercial or industrial project receiving a PILOT. The amount of the contributions is set by State law as adopted by the City in Section 304-28 of the City Code.

### **The Jersey City Tiered PILOT Program**

The PILOT structure described herein is multi-tiered and is intended to support and provide greater incentives for new development in targeted areas of the City, while continuing to provide financial incentive to support development along the waterfront. All tiers are subject to the phase-in of conventional taxes over the life of the PILOT as provided herein and in accordance with state law. The City reserves the right to adjust the service charge provided for in each tier if the cost-benefit analysis results in a negative financial impact upon the City.

Attached to this document as Appendix A is a map which identifies several zones, each of which are eligible for different incentives. Each zone is defined as a tier. The first three tiers are based on a combined analysis of census tracts by Area Median Income, along with the City’s recognized redevelopment areas and conditions and quality of infrastructure. The fourth tier categorizes the areas in the City most in need of development. The fifth and sixth tiers categorize types of development deemed to be so important or beneficial to the City’s interests that they must be treated outside of the geographically defined tiers that make up the crux of this program.

#### **1<sup>st</sup> Tier**

Projects that fall within the zone designated as the 1st Tier on the Tier Map shall be eligible for a PILOT with the following terms:

- Term: 10 years;
- Annual service charge: 13% of annual gross revenues to the City;
- County service charge: An amount equal to 5% of the City service charge to be paid to the City in addition to the City’s service charge and to be remitted by the City to the County;
- Administrative cost charge: 2% of annual service charge;
- Financial Agreement;
- 10% of the units to be built must be Moderate Income Housing. The applicant may be relieved of its obligation to include a set aside of affordable housing, if the applicant makes a voluntary contribution to the Affordable Housing Trust Fund, at a rate of no less than \$5,000 for every

market rate unit that is actually built as part of the project. This contribution is in addition to the AHTF obligations imposed by City ordinance, state statute or the Financial Agreement.

- Compliance with applicable City ordinances, including affordable housing, PECA, PLAs and Living Wage; and
- All projects that demonstrate they have exceeded the applicable hiring obligations contained in the PECA and/or PLA are eligible for a 1% reduction in the annual service charge for the entire duration of the abatement starting from when the project has made the demonstration and for as long as the project remains in full compliance with all applicable PECA and/or PLA hiring obligations. As provided for in the applicable agreement, all projects shall report compliance with PECA and/or PLA regularly during the construction phase to qualify for the 1% reduction. After construction is complete, all projects shall report annually to maintain eligibility. However, in the event that the project receiving the 1% reduction ceases to be in compliance the 1% reduction will be suspended, in addition to the imposition of other remedies.

Additional considerations:

- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, and environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.
- Any affordable housing project located in this tier shall be eligible to utilize the incentives allowed for and subject to the requirements under the 5<sup>th</sup> Tier; and
- Any commercial project located in this tier shall only be eligible to utilize the incentives allowed for and subject to the requirements under the 6<sup>th</sup> Tier.
- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

Projects within the 1<sup>st</sup> Tier may be eligible for an additional 5 year term making the entire term of the abatement 15 years if the applicant commits to building additional onsite Moderate Income Housing units as follows:

- For projects that will set aside 5% of the total units built as onsite Moderate Income Housing as a condition of a zoning or redevelopment plan; or
- For projects that agree to set aside 10% of the total units built as onsite Moderate Income Housing absent any other onsite Moderate Income Housing obligations.

For those applicants electing the additional 5 year term, the total onsite affordable housing inclusion will not exceed 20% of the total units constructed. In the alternative, the applicant may be eligible for an additional 5 year term if it makes a voluntary contribution to the AHTF in the amount of \$15,000 per



unit for every unit that will be built on the site. However, any requirement to include onsite affordable housing that is part of a redevelopment plan can only be altered by amending the plan. All cash contributions are due and owing at the time the ordinance authorizing the PILOT takes effect, and are nonrefundable. Any obligation resulting from extending the term of the abatement is in addition to the standard AHTF obligations imposed by City ordinance, state statute or the Financial Agreement.

## **2<sup>nd</sup> Tier**

Projects that fall within the zone designated as the 2<sup>nd</sup> Tier on the Tier Map shall be eligible for a PILOT with the following terms:

- Term: 10 years;
- Annual service charge: 11% of annual gross revenues;
- County service charge: An amount equal to 5% of the City service charge to be paid to the City in addition to the City's service charge and to be remitted by the City to the County;
- Administrative cost charge: 2% of annual service charge;
- Financial Agreement;
- Compliance with applicable City ordinances, including affordable housing, PECA, PLA and Living Wage; and
- All projects that demonstrate they have exceeded the applicable hiring obligations contained in the PECA and/or PLA are eligible for a 1% reduction in the annual service charge for the entire duration of the abatement starting from when the project has made the demonstration and for as long as the project remains in full compliance with all applicable PECA and/or PLA hiring obligations. However, in the event that the project receiving the 1% reduction ceases to be in compliance the 1% reduction will be suspended, in addition to the imposition of other remedies.

Other considerations:

- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.
- Any affordable housing project located in this tier shall be eligible to utilize the incentives allowed for and subject to the requirements under the 5<sup>th</sup> Tier; and
- Any commercial project located in this tier shall only be eligible to utilize the incentives allowed for and subject to the requirements under the 6<sup>th</sup> Tier.

- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

Projects within the 2<sup>nd</sup> Tier may be eligible for an additional 10 year term making the entire term of the abatement 20 years if the applicant commits to building additional onsite Moderate Income Housing (up to 80% AMI) units as follows:

- For projects that will set aside 5% of the total units built as onsite Moderate Income housing as a condition of a zoning or redevelopment plan; or
- For projects that agree to set aside 10% of the total units built as onsite Moderate Income Housing absent any other onsite Moderate Income Housing obligations.

For those applicants electing the additional 10 year term, the total onsite affordable housing inclusion will not exceed 20% of the total units constructed. In the alternative, the applicant may be eligible for an additional 10 year term if it makes a voluntary contribution to the AHTF in the amount of \$15,000 per unit for every unit that will be built on the site. However, any requirement to include onsite affordable housing that is part of a redevelopment plan can only be altered by amending the plan. All cash contributions are due and owing at the time the ordinance authorizing the PILOT takes effect, and are nonrefundable. Any obligation resulting from extending the term of the abatement is in addition to the standard AHTF obligations imposed by City ordinance, state statute or the Financial Agreement.

### **3<sup>rd</sup> Tier**

Projects that fall within the zone designated as the 3<sup>rd</sup> Tier on the Tier Map shall be eligible for a PILOT with the following terms:

- Term: 20 years;
- Annual service charge: 11% of annual gross revenues;
- County service charge: An amount equal to 5% of the City service charge to be paid to the City in addition to the City's service charge and to be remitted by the City to the County;
- Administrative fee: 2% of annual service charge;
- Financial Agreement;
- Compliance with applicable City ordinances, including affordable housing, PECA, PLA and Living Wage; and
- All projects that demonstrate they have exceeded the applicable hiring obligations contained in the PECA and/or PLA are eligible for a 1% reduction in the annual service charge for the entire duration of the abatement starting from when the project has made the demonstration and for as long as the project remains in full compliance with all applicable PECA and/or PLA hiring



obligations. However, in the event that the project receiving the 1% reduction ceases to be in compliance the 1% reduction will be suspended, in addition to the imposition of other remedies.

Additional considerations:

- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.
- Any affordable housing project located in this tier shall be eligible to utilize the incentives allowed for and subject to the requirements under the 5<sup>th</sup> Tier; and
- Any commercial project located in this tier shall only be eligible to utilize the incentives allowed for and subject to the requirements under the 6<sup>th</sup> Tier.
- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

Projects within the 3<sup>rd</sup> Tier may be eligible for an additional 10 year term making the entire term of the abatement 30 years if the applicant commits to building additional onsite Moderate Income Housing (80% AMI) units as follows:

- For projects that will set aside 5% of the total units built as onsite Moderate Income Housing as a condition of a zoning or redevelopment plan; or
- For projects that agree to set aside 10% of the total units built as onsite Moderate Income Housing absent any other onsite Moderate Income Housing obligations.

For those applicants electing the additional 10 year term, the total onsite affordable housing inclusion will not exceed 20% of the total units constructed. In the alternative, the applicant may be eligible for an additional 10 year term if it makes a voluntary contribution to the AHTF in the amount of \$15,000 per unit for every unit that will be built on the site. However, any requirement to include onsite affordable housing that is part of a redevelopment plan can only be altered by amending the plan. All cash contributions are due and owing at the time the ordinance authorizing the PILOT takes effect, and are nonrefundable. Any obligation resulting from extending the term of the abatement is in addition to the standard AHTF obligations imposed by City ordinance, state statute or the Financial Agreement.

#### **4<sup>th</sup> Tier**

Projects that fall within the zone designated as the 4<sup>th</sup> Tier on the Tier Map shall be eligible for a PILOT with the following terms:

- Maximum term: 30 years;
- Annual service charge: 11% of annual gross revenues;



- County service charge: An amount equal to 5 % of the City service charge to be paid to the City in addition to the City's service charge and to be remitted by the City to the County;
- Administrative fee: not to exceed 2% of annual service charge;
- Financial Agreement;
- Compliance with applicable City ordinances, including affordable housing, PECA, PLA and Living Wages; and
- All projects that demonstrate they have exceeded the applicable hiring obligations contained in the PECA and/or PLA are eligible for a 1% reduction in the annual service charge for the entire duration of the abatement starting from when the project has made the demonstration and for as long as the project remains in full compliance with all applicable PECA and/or PLA hiring obligations. However, in the event that the project receiving the 1% reduction ceases to be in compliance the 1% reduction will be suspended, in addition to the imposition of other remedies.

Additional considerations:

- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.
- Any affordable housing project located in this tier shall be eligible to utilize the incentives allowed for and subject to the requirements under the 5<sup>th</sup> Tier; and
- Any commercial project located in this tier shall only be eligible to utilize the incentives allowed for and subject to the requirements under the 6<sup>th</sup> Tier.
- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

## **5<sup>th</sup> Tier**

Any Affordable Housing Project located anywhere in the City will be eligible for a PILOT with the following terms:

- Administrative fee: 2% of the annual service charge;
- Financial Agreement to accord with either the Long-Term Tax Exemption (LTTE) law or the New Jersey Housing and Mortgage Finance Agency (HMFA) law usually 30 years; and

- A Project Employment and Contracting Agreement requiring the hiring of City residents and using of City suppliers.
- There are three categories of affordable housing projects: (1) Low or Moderate Income Housing projects defined under State or Federal law; (2) mixed income projects; and, (3) project-based Section 8 projects:
  - Low or Moderate Income Housing Projects:
    - 100% of the project for the entire term of the PILOT is for exclusive occupancy by households with gross household income not to exceed 80% AMI for households of the same size within the housing region (“Affordable Units”).
    - Projects with 100% Affordable Units applying under the LTTE or HMFA law will be treated the same<sup>1</sup> and shall be eligible for a PILOT with the following minimal terms:
      - Exemption term coterminous with the HMFA mortgage, or for LTTE projects, the length required to satisfy the terms of the State or Federal Affordable Housing financing or otherwise required by law. In either case the term shall not exceed the duration of the affordability controls;
      - Annual service charge: 5% - 8% of annual gross revenues; and
      - Administrative fee of .5% of annual service charge.
  - Mixed-Income Projects:
    - Projects with a minimum of 20% deed restricted Affordable Units for the term of the tax exemption shall be eligible for a PILOT with the following minimal terms:
      - Exemption term coterminous with the HMFA mortgage or, for LTTE projects, the length required to satisfy the terms of the State or Federal Affordable Housing financing or otherwise required by law. In either case the term shall not exceed the duration of affordability controls;
      - Annual service charge:
        - 5% - 8% of annual gross revenues for the Affordable Units.
        - a percentage of annual gross revenue for the market rate residential units, depending on Tier in which the project is located
      - Administrative fee: .5% of annual service charge; and
    - The number of Affordable Units as well as verification of income eligibility for all occupants in Affordable Units must be certified to the City annually.

Additional considerations:

- Contributions to the City’s AHTF will not be required.
- Any affordable housing project that includes a commercial component shall be eligible for a PILOT on the commercial component only at 10% of annual gross revenues for the same length of the TA on the affordable housing.

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<sup>1</sup> Projects seeking exemption under the HMFA will require an HMFA mortgage as required by the governing statute.



- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, and environmental remediation. Such agreement may include terms and conditions consistent with the City's affordable housing policies.
- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

## **6<sup>th</sup> Tier**

### 6A – Hotel Projects:

Any hotel project shall be eligible for a PILOT with the following terms:

- Maximum term: 30 years;
- service charge of:
  - 11% of annual gross revenues; or,
  - 3% of Total Project Cost, as more specifically defined by statute and Marshall and Swift.
- Administrative fee: 2% of annual service charge;
- Financial Agreement;
- Compliance with applicable City ordinances, including affordable housing, PECA, PLA and Living Wage; and
- All projects that demonstrate they have exceeded the applicable hiring obligations contained in the PECA and/or PLA are eligible for a 1% reduction in the annual service charge for the entire duration of the abatement starting from when the project has made the demonstration and for as long as the project remains in full compliance with all applicable PECA and/or PLA hiring obligations. However, in the event that the project receiving the 1% reduction ceases to be in compliance the 1% reduction will be suspended, in addition to the imposition of other remedies.

### Additional considerations:

- Terms and conditions including the duration, the amount of the annual service charge and administrative fee, may be negotiated by the Mayor subject to the terms and conditions and other guidance provided in the LTTE law and City ordinances; and
- Projects located within an area designated as a Redevelopment Area may be obligated to enter into a Redevelopment Agreement with the Jersey City Redevelopment Agency (JCRA) pursuant

to its mission to undertake and/or assist with redevelopment projects with functions such as project facilitation, site assemblage and clearance, and environmental remediation.

- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

#### 6B – Commercial & Industrial Projects:

Any commercial or industrial project, as defined by statute and that will employ more than 25 full time permanent employees, located throughout the City shall be eligible for a PILOT with the following minimal terms:

- Maximum term: 30 years;
- Service charge: 10% of annual gross revenues;
- Administrative fee: 2% of annual service charge;
- Financial Agreement; and
- Compliance with applicable City ordinances, including affordable housing, PECA, PLA and Living Wage.

#### Additional considerations:

- Terms and conditions including the duration, the amount of the annual service charge and administrative fee, may be negotiated by the Mayor subject to the terms and conditions and other guidance provided in the LTTE law and City ordinances; and
- Use of a RAB may be permitted for infrastructure or related redevelopment uses as permitted by the Redevelopment Area Bond Financing Law N.J.S.A. 40A:12A-64 et seq. as incentive for projects in this tier.

#### **Staged Adjustments:**

All staged adjustments required pursuant to N.J.S.A. 40A:20-12(b)(2) shall be based on the term of the PILOT and shall be phased in as follows:

#### Term of 10 Years:

- Phase one: Years 1-6: Annual Service Charge (ASC)
- Phase two: Year 7: Greater of ASC or 20%
- Phase three: Year 8: Greater of ASC or 40%
- Phase four: Year 9: Greater of ASC or 60%
- Phase five: Year 10: Greater of ASC or 80%

#### Term of 20 Years:

- Phase one: Years 1-6: ASC



Phase two: Years 7-9: Greater of ASC or 20%  
Phase three: Years 10-12: Greater of ASC or 40%  
Phase four: Years 13-16: Greater of ASC or 60%  
Phase five: Years 17-20: Greater of ASC or 80%

Term of 25 Years:

Phase one: Years 1-6: ASC  
Phase two: Years 7-10: Greater of ASC or 20%  
Phase three: Years 11-14: Greater of ASC or 40%  
Phase four: Years 15-20: Greater of ASC or 60%  
Phase five: Years 21-25: Greater of ASC or 80%

Term of 30 Years:

Phase one: Years 1-9: ASC  
Phase two: Years 10-13: Greater of ASC or 20%  
Phase three: Years 14-17: Greater of ASC or 40%  
Phase four: Years 18-21: Greater of ASC or 60%  
Phase five: Years 22-30: Greater of ASC or 80%

### **Review of Policy**

A standing committee appointed by the Mayor shall review the Tier Map and policy as needed to ensure that each area is receiving the appropriate level of incentives and to ensure that the Policy and term extension structure are correctly attuned to the market to foster the desired amount of development. This committee shall be called the JC Tax Exemption Review Committee and shall issue recommendations to the Mayor.

### **Enforcement**

Proper enforcement is critical to ensure the City is receiving all benefits from PILOTs it is due under the law and pursuant to the terms of the Financial Agreements. This includes enforcement of Project Employment and Contracting Agreements, Project Labor Agreements and Living Wage Ordinance. Enforcement will include annual audits by the City to ensure the City is receiving the full amount of the PILOT as well as its annual payment of excess profits. Enforcement will further include monitoring projects to ensure construction is completed within a reasonable period of time after a PILOT is awarded. Projects which have not commenced construction within 2 years, for example, should be reviewed to either amend the terms of the Financial Agreement, or in certain cases, terminate the Financial Agreement.

Consistent with its financial agreement practice, the City will require projects to submit to the Mayor and the Municipal Council an auditor's report, an audit of the project cost, a disclosure statement listing persons having an ownership interest in the project, and allow upon request examination and audit of its or its affiliates' books, contracts, records, documents and papers.

Enforcement of PLAs and PECA agreements shall be overseen by the Abatement Compliance Office as well as the Tax Collector's Office and in conjunction with the Corporation Counsel's office.

All onsite affordable housing obligations resulting from a PILOT shall be restricted by deed or agreement for at least the entire term of the Financial Agreement. Failure to comply with any aspect of an onsite affordable housing obligation shall result in either a payment to the AHTF or termination of the Financial Agreement.

### **Modifications or Amendments to Existing Financial Agreements**

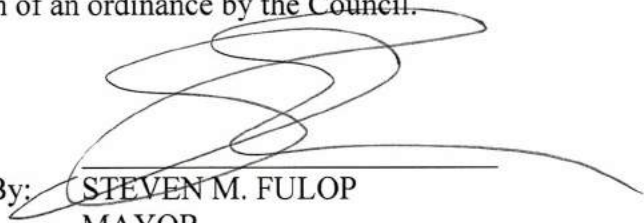
The Executive Order and this companion PILOT Policy are prospective. Accordingly, other than the review, enforcement sections herein and in the Executive Order, the within terms apply only to future PILOTs and related Financial Agreements. Amendments to existing Financial Agreements must be negotiated in accordance with the terms of their agreements and state law.

As a practical matter, to effectuate modifications or amendments to existing Financial Agreements, an Entity must first submit a written request in the form of an application, accompanied by the applicable fee, to the Mayor's office. If acceptable, the Mayor will issue a recommendation to the Municipal Council, which will be submitted in conjunction with an ordinance recommending the modification or amendment. An application to modify or amend an existing Financial Agreement must provide an explanation justifying modification or amendment.

### **Approval**

The Mayor's recommendation shall accord with the within Policy and Executive Order. Approval does not become final until adoption of an ordinance by the Council.

September 3<sup>rd</sup>, 2015

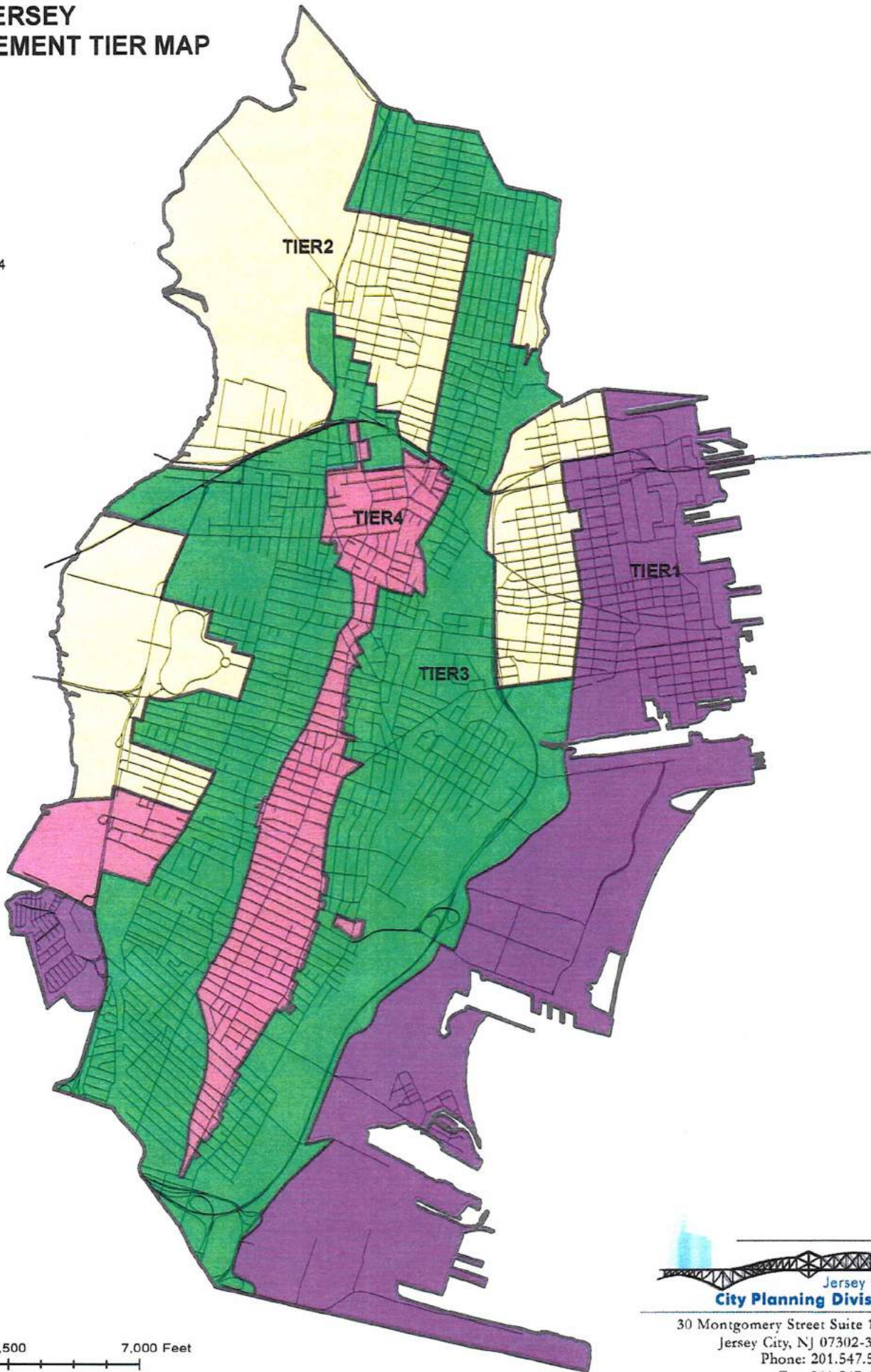
By:   
STEVEN M. FULOP  
MAYOR



**CITY OF JERSEY  
TAX ABATEMENT TIER MAP**

- Tier 1
- Tier 2
- Tier 3
- Tier 4

August 4, 2015  
Numbered Map: 614





COMMISSIONERS  
ROLANDO R. LAVARRO, JR.  
CHAIRMAN  
EVELYN FARMER  
VICE CHAIR

SAMUEL A. BERMAN  
DONALD R. BROWN  
DIANE COLEMAN  
ERMA D. GREENE  
RUSSELL J. VERDUCCI



# JERSEY CITY

## REDEVELOPMENT AGENCY

66 YORK STREET - 3<sup>RD</sup> FLOOR  
JERSEY CITY, N.J. 07302-3821  
(201) 761-0819  
FAX: (201) 761-0831

EXECUTIVE  
DAVID P. DONNELLY  
EXECUTIVE DIRECTOR  
-  
DIANA H. JEFFREY, ESQ.  
GENERAL COUNSEL

STEVEN M. FULOP  
MAYOR

Dear Redeveloper:

We are pleased to learn that your firm is interested in real estate development in Jersey City. The Jersey City Redevelopment Agency (JCRA) is committed toward a policy of fairness and openness towards all involved in the redevelopment process and looks forward to working with you to ensure the successful completion of your project.

The Jersey City Redevelopment Agency believes that full disclosure in the redevelopment process will ensure that only the most qualified applicant is selected for a particular redevelopment project. Accordingly, all Redevelopers seeking assistance from the JCRA for their activities must complete the enclosed application and certification. By completing these documents you will assist us in ensuring that the vital task of redeveloping New Jersey's second-largest City is conducted openly and fairly for all interested applicants. This disclosure procedure is a continuous process whereby the designated Redeveloper is required to maintain the accuracy of the Redeveloper Disclosure Form during the terms of its project. **In addition, a \$5,000 (\$1,000 for non-profit entities) non-refundable administrative fee shall be paid by the Redeveloper upon execution of this form.**

All Redevelopers are required to reimburse the Agency for its counsel fees, other professional fees (i.e. title, appraisal and/or environmental reports) and administrative fees which include, but are not limited to staff hours spent on each Project.\*\* See Application and Certification for fee schedule. The Agency at its sole discretion, may require each Redeveloper to deposit, upon designation and prior to contract signing, escrow funds in an amount determined by the Agency to be sufficient for the Agency to pay down its professional and administrative fees as they accrue. If you have any questions about this form, the JCRA will be happy to assist you.

Sincerely,

DAVID P. DONNELLY  
Executive Director

## **APPLICATION AND CERTIFICATION**

### **Instructions:**

Please answer each and every question in order and to the best of your ability. Answers should be typewritten on 8.5x11 white paper and submitted as a single package.

If you do not believe a question properly pertains to you or you are unable to answer the question, you must provide a detailed explanation in lieu of your answer.

If the Applicant is a development team/group or joint venture, the team/group or venture must complete the application and certification. Additionally, each individual of the team/group or venture must complete a Redeveloper's Personal Questionnaire.

Submit the non-refundable administrative fee of \$5,000 (\$1,000 for non-profit entities) with the completed form.

Please attach the following, if applicable, on behalf of the applicant:

- Certificate of Formation
- Operating Agreement
- Certified Financial Statements or Tax Return filings

Incomplete, misleading, or false applications shall be returned to the Applicant and shall not be considered for designation by the JCRA.

**\*If the application is approved and a Redevelopment Agreement executed, the following fee schedule will apply, which is based on total project costs.**

<b><u>Proposed Total Project Costs</u></b>	<b><u>Annual Administrative Fee</u></b>
\$0 - \$4,999,999	\$5,000
\$5,000,000 - \$14,999,999	10,000
\$15,000,000 - \$24,999,999	20,000
\$25,000,000 - \$49,999,999	30,000
\$50,000,000 and above	50,000

## **PART A. APPLICANT INFORMATION**

1. Applicant (show official name without abbreviations.)

Name:  
Street:  
City:  
State:  
Zip Code:

Representative authorized to communicate  
with JCRA:  
Telephone Number:  
Fax Number:  
Email:  
Website:

2. Please identify the Applicant's business organization ( Corporation, Partnership, Non-Profit, LLC, Other). Attach a copy of the legal instrument creating the entity.
3. Please identify all officers and directors of the Applicant.
4. Please identify the names, business addresses and phone numbers of all individuals or entities with an ownership or other beneficial interest in the Applicant and the amount and nature of that interest (e.g. shareholder, general partner, limited partner, etc.). If the Applicant is a for-profit corporation with more than 100 shareholders or is traded on a public stock exchange, ownership interest shall mean greater than 1% ownership or beneficial interest in any single stock class.
5. Is the Applicant a subsidiary and/or direct or indirect affiliate of any other organization? If so, indicate name of related organization and relationship.

Note: The Jersey City Redevelopment Agency reserves the right to request additional disclosure forms and affidavits from any other entity identified by you as holding a beneficial or ownership interest in your entity.

6. Please provide a detailed narrative description about the Applicant's history and background, including all development projects currently under construction or completed in New Jersey.
7. Please provide a detailed description of all past and present charitable and community involvement of the Applicant within Jersey City.
8. Please list any and all professional service providers, i.e, attorneys, architects, consultants, environmental specialists, etc. retained for the project.

**Please note that if any professional service provider holds an interest as outlined in the Interest Disclosure Affidavit, they are required to disclose said percentage and sign and notarize the Interest Disclosure Affidavit.**

## **PART B. PROJECT INFORMATION**

NOTE: In conjunction with the following information, you are requested to provide any available drawings, pictures or other visual devices including site plans illustrating the proposed development.

1. Please provide a detailed statement describing the proposed development including uses by square feet. If the development will include a residential component, describe the number of housing units proposed and the planned form of ownership. If the development will include recreational or commercial uses, explain the nature of such uses. If the Applicant is a not for profit entity, please describe how the proposed project will address a community need.
2. Please provide a map identifying the exact location of the proposed site.
3. Please identify the Redevelopment Area governing the project area. Describe how the project

complies with the provisions of the plan and its zoning requirements. If your proposal does not comply, please describe how it deviates from the plan, what amendments are necessary.

4. Please describe the site ownership. Does the applicant own the property(s) to be developed? Will the project require the acquisition of private property? If so, identify each property by block, lot, address, ownership, and current use.
5. Please provide the projected sale prices and/or rental rates for units within the completed development. For residential units, this may be provided by either per unit or per square foot, while for commercial or other uses shall be provided by square foot.
6. Please provide any available information on site preparation or environmental remediation that will be necessary prior to construction.
7. Please describe any public improvements which may be required to accommodate the project, including but not limited to sewer, water and roads.
8. Please provide a statement of the names and descriptions of the experience of the architectural and engineering firm or firms, if known, which are proposed to be retained by the Redeveloper for the preparation of the plans and specifications.
9. Please provide a statement identifying the builder component of the Applicant, if known, and a description of projects similar to that which is proposed which have been constructed by that builder.
10. Please explain whether you plan to seek any grants, loans or abatements from any governmental or quasi-governmental entity.
11. Please describe the elements of your proposal that address community, civic, and environmental needs and concerns, i.e. parks, schools, affordable housing, green building, etc.
12. Please describe the employment that will be created by the project, both temporary and permanent - number, type, duration, etc.

### **PART C. PROJECT FINANCIAL PLAN & COMMITMENTS**

**NOTE:** All financial information will be held in confidence and not disclosed, except where required by law.

1. Please provide a project financial plan which addresses:
  - the proposed purchase price for the entire property, including vacant land,
  - estimated project costs (list hard costs and soft costs in detail),
  - the proposed type and sources of financing,
  - the source and amount of any equity commitment of the Applicant, and
  - the projected sales prices or annual rental income to be generated by the project.

2. If debt financing will be required, please provide a statement establishing the Applicant's ability to obtain such financing, preferably through a strong statement of commitment from the lender.
3. Please provide a certified financial statement for the Applicant showing the assets and the liabilities, including contingent liabilities, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old. Include the name and address of auditor or public accountant who certified the financial statement.
4. Please provide:
  - Name and address of principal bank(s) of account: loan officer and telephone number
  - Name and address of accountant to company
5. Please provide a statement identifying the firm(s) or organization(s), if known, that will be responsible for marketing and/or managing the completed development, including a description of the relationship to be established between the Applicant and the marketing and property management organization(s) (e.g., parent or subsidiary corporation, partnership, lease, franchise, etc.).

#### **PART D. CONSTRUCTION TIMETABLE**

Describe your proposed timetable regarding:

- 1) Date of purchase(s)
- 2) Construction start
- 3) Completion of construction
- 4) Occupancy of units

#### **PART E. LEGAL INFORMATION**

1. Please provide the name, address and telephone number of Applicant's legal counsel.
2. Has the Applicant, within the last five years, been a party defendant in litigation involving laws governing hours of labor, minimum wage standards, discrimination in wages or child labor?  
If yes, furnish details.
3. Has the Applicant ever been charged with or convicted of any criminal offenses? If yes, furnish details.
4. Has the Applicant now a plaintiff or defendant in any civil or criminal litigation? If yes, furnish details.
5. Has the Applicant been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body? If yes, furnish details.



6. Has the Applicant been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental or regulatory agency? If yes, furnish details.
7. Has the Applicant been denied any license by any administrative, governmental or regulatory agency on the grounds of moral turpitude? If yes, furnish details.
8. Has the Applicant been informed of any current or on-going investigation of the Applicant or management of the Applicant for possible violation of Local, State or Federal laws, or has the Applicant or management of the Applicant been subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury or investigative body? If yes, furnish details.
9. Has the Applicant ever been in receivership or adjudicated as bankrupt? If yes, furnish details.
10. Has the Applicant ever been denied a business-related license or had it suspended or revoked by an administrative, governmental or regulatory agency? If yes, furnish details.
11. Has the Applicant been debarred, suspended or disqualified from contracting with any federal, state, county or municipal agency? If yes, furnish details.
12. Does any member of the governing body, officer, or employee of the Jersey City Redevelopment Agency have any direct or indirect personal interest in the Applicant or in the redevelopment or rehabilitation of the property? If yes, furnish details.
13. Does any member of the governing body of The City of Jersey City in which the Redevelopment Area is situated or any other public official of The City of Jersey City, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Applicant's proposal is being made available, have any direct or indirect personal interest in the Applicant or in the redevelopment or rehabilitation of the property upon the basis of such proposal? If yes, furnish details.

## CERTIFICATION

I, the undersigned, being duty sworn upon my oath say:

1. I affirm, represent and warrant that the information contained in this application and in all attachments submitted herewith is to the best of my knowledge true and complete.
2. I understand that if such information is willfully false, I am subject to criminal prosecution under N.J.S.A. 2C: 28-2 and civil action by the Jersey City Redevelopment Agency and I forfeit any potential or pending financial assistance which may be available from the JCRA.
3. I authorize the New Jersey Department of Law and Public Safety to verify any answers contained herein through a search of its records, or records to which it has access, and to release the results of said search to the Jersey City Redevelopment Agency.
4. I authorize the Jersey City Redevelopment Agency to obtain such information including, but not limited to, such personal, financial, credit bureau and/or background checks as it may require, covering the Applicant and/or its principals, stockholders and/or investors.
5. I authorize the City of Jersey City and the Jersey City Redevelopment Agency to verify any answers contained herein through a search of its records, or records to which it has access and to release the results of said search.
6. I agree that simultaneous with the submission of this disclosure form, I shall pay to the Agency the sum of \$ \_\_\_\_\_ which is **non-refundable** and shall be applied toward Agency expenses incurred for legal, or other professional and/or administrative fees.
7. I understand that the disclosure procedure as stated in this application is a **continuing obligation** and I hereby acknowledge and agree for myself and/or my entities to update this application and/or amend it as and when the information contained herein no longer remains accurate during the term of the Project.

SIGNATURE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**INTEREST DISCLOSURE AFFIDAVIT**

STATE OF NEW JERSEY    }  
  }  
COUNTY OF HUDSON     }

**BE IT REMEMBERED** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

I, \_\_\_\_\_, the undersigned, hereby make oath that I hold interest in the following property, project or development, either individually, by ownership of stock, ownership of any lands, or partnership; or as a shareholder or director or officer of any corporation owning such land, property, project or development, directly or indirectly, by such member or members of my immediate household.

\_\_\_\_\_  
Signature

Subscribed to and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

My Commissioner Expires: \_\_\_\_\_

COMMISSIONERS  
ROLANDO R. LAVARRO, JR.  
CHAIRMAN  
EVELYN FARMER  
VICE CHAIR

SAMUEL A. BERMAN  
DONALD R. BROWN  
DIANE COLEMAN  
ERMA D. GREENE  
RUSSELL J. VERDUCCI



# JERSEY CITY

## REDEVELOPMENT AGENCY

66 YORK STREET – 2<sup>ND</sup> FLOOR  
JERSEY CITY, N.J. 07302-3821  
(201) 761-0819  
FAX: (201) 761-0831

EXECUTIVE  
DAVID P. DONNELLY  
EXECUTIVE DIRECTOR  
DIANA H. JEFFREY, ESQ.  
GENERAL COUNSEL  
STEVEN M. FULOP  
MAYOR

### Redeveloper's Questionnaire (Personal)

This form must be completed by each of those listed on **Questions 3 and 4 of the Application** (all Officers, Directors, Partners and Shareholders of 1% or more interest of Applicant.)

Please fill in all blanks, using "NONE" or "NOT APPLICABLE" where necessary.

NAME \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_  
SOCIAL SECURITY NO. \_\_\_\_\_ CITY \_\_\_\_\_  
STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
PLACE OF BIRTH/CITIZENSHIP \_\_\_\_\_

1. Please list all other companies, partnerships or associations not related to this project in which you have an interest or in which you are an officer, director or partner. Describe your relationship, responsibilities, and interest in each.
2. Please provide a detailed description of all civic and community activities that you have participated or contributed to within Jersey City.

Note: The Jersey City Redevelopment Agency reserves the right to request additional disclosure forms and affidavits from any other entity identified by you as holding a beneficial or ownership interest in your entity.

3. Please provide a resume, including a personal history, business and professional background, and a detailed description of all development projects in which you participated including a statement of responsibilities.
4. Please provide a certified, personal financial statement along with a list of bank and credit references.
5. Have you or any organization listed in Question 1 above, within the last five years, been a party defendant in litigation involving laws governing hours of labor, minimum wage standards, discrimination in wages or child labor? If yes, furnish details.



6. Have you or any organization listed in Question 1 above ever been charged with or convicted of any criminal offense other than a minor motor vehicle violation? If yes, furnish details and include date, place, offense and sentence (if applicable).
7. Are you or any organization listed in Question 1 above now a plaintiff or defendant in any civil or criminal litigation? If yes, furnish details.
8. Have you or any organization listed in Question 1 above been subject to disciplinary action, past or pending, by any administrative, governmental or regulatory body? If yes, furnish details.
9. Are you or any organization listed in Question 1 above now or been subject to any order resulting from any criminal, civil or administrative proceedings brought against you by any administrative, governmental or regulatory agency? If yes, furnish details.
10. Have you or any organization listed in Question 1 above ever been denied any license by any administrative, governmental or regulatory agency on the grounds of moral turpitude? If yes, furnish details.
11. Are you or any organization listed in Question 1 above or any member of your family (including in-laws) the subject of a current or on-going investigation with respect to possible violations of state or federal laws, or have you or any member of your family (including in-laws) been subpoenaed by any grand jury or investigative body? If yes, furnish details.
12. Have you or any organization listed in Question 1 above ever been adjudicated as bankrupt or filed for bankruptcy? If yes, furnish details.
13. Have you or any organization listed in Question 1 above ever been denied a business related license or professional license or had it suspended or revoked by any administrative, governmental or regulatory agency? If yes, furnish details.
14. Have you or any organization listed in Question 1 above ever been debarred, suspended or disqualified from contracting with any federal, state or municipal agency? If yes, furnish details.

## CERTIFICATION

I, the undersigned, being duty sworn upon my oath say:

1. I affirm, represent and warrant that the information contained in this application and in all attachments submitted herewith is to the best of my knowledge true and complete.
2. I understand that if such information is willfully false, I am subject to criminal prosecution under N.J.S.A. 2C:28-2 and civil action by the Jersey City Redevelopment Agency and I forfeit any potential or pending financial assistance which may be available from the JCRA.
3. I authorize the New Jersey Department of Law and Public Safety to verify any answers contained herein through a search of its records, or records to which it has access, and to release the results of said search to the Jersey City Redevelopment Agency.
4. I authorize the Jersey City Redevelopment Agency to obtain such information including, but not limited to, such personal, financial, credit bureau and/or background checks as it may require, covering the Applicant and/or its principals, stockholders and/or investors.
5. I authorize the City of Jersey City and the Jersey City Redevelopment Agency to verify any answers contained herein through a search of its records, or records to which it has access and to release the results of said search.
6. I understand that the disclosure procedure as stated in this application is a **continuing obligation** and I hereby acknowledge and agree for myself and/or my entities to update this application and/or amend it as and when the information contained herein no longer remains accurate during the term of the Project.

SIGNATURE: \_\_\_\_\_

NAME (Print): \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn and subscribed to before me this            day of            , 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC