

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

File No. Res. 21-570
Agenda No. 10.27
Approved: Aug 18 2021



RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING A COOPERATION AGREEMENT WITH JERSEY CITY REDEVELOPMENT AGENCY REGARDING CENTRAL AVENUE BLOCK 2901.

COUNCIL offered and moved adoption of the following resolution:

Whereas, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

Whereas, at its November 29, 2017 meeting, in accordance with the Redevelopment Law the Municipal Council of the City of Jersey City (the “**City Council**”) adopted a resolution authorizing the Jersey City Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of the area known as the “Central Avenue Block 2901 Study Area” to determine whether the Central Avenue Block 2901 Study Area met criteria to be declared a non-condemnation area in need of redevelopment; and

Whereas, at its November 20, 2018 meeting, after a public hearing and recommendation by the Planning Board in accordance with the Redevelopment Law, City Council adopted a resolution declaring the “Central Avenue Block 2901 Study Area” as a non-condemnation area in need of redevelopment referred to as the Central Avenue Block 2901 Redevelopment Area (the “**Redevelopment Area**”); and

Whereas, at its April 13, 2021 meeting, pursuant to the Redevelopment Law the Planning Board reviewed a proposed Central Avenue Block 2901 Redevelopment Plan (the “**Redevelopment Plan**”) to govern the Redevelopment Area and voted to recommend the adoption of the Redevelopment Plan by City Council; and

Whereas, pursuant to the Redevelopment Law, by Ordinance 21-032 adopted on May 26, 2021, City Council adopted the Redevelopment Plan; and

Whereas, the Redevelopment Plan seeks to promote the redevelopment of the Redevelopment Area and to provide certain community benefits; and

Whereas, the City owns certain property within the Redevelopment Area identified as Block 2901, Lots 9-16, 22, 23, 27.01, 27.02, and 32 on the official tax map of the City, commonly known as 81-109 Cambridge Avenue, 140-142 Griffith Street and 328, 338-342, and 352 Central Avenue (the “**Site**”); and

Whereas, the City desires that the Agency exercise the powers available to the Agency as redevelopment entity for the Redevelopment Area and to facilitate the goals and undertakings contemplated in the Redevelopment Plan and shall, amongst other things, oversee the selection of a redeveloper for the Site and the redevelopment of the Site in such a manner and under such terms as it deems appropriate and consistent with the Redevelopment Plan and Redevelopment Law; and

Whereas, the City and the Agency find it mutually beneficial and in the public interest to enter into a cooperation agreement, substantially in the form attached (the “**Cooperation Agreement**”) to authorize the Agency to exercise such powers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JERSEY CITY AS FOLLOWS:

1. The foregoing recitals are incorporated herein as if set forth in full;

Resolution of the City of Jersey City authorizing a cooperation agreement with Jersey City Redevelopment Agency regarding Central Avenue Block 2901.

2. The Cooperation Agreement between the City and the Agency, in substantially the form attached hereto as **Exhibit A**, is hereby approved with such changes, addition, and deletions as the City Business Administrator or Corporation Counsel shall deem necessary or appropriate;
3. The Mayor, City Business Administrator and/or City Clerk are hereby authorized to enter into and execute the Cooperation Agreement, together with such additional documents as may be necessary and/or appropriate to effectuate the implementation of the Cooperation Agreement and the Redevelopment Law, all in consultation with Corporation Counsel; and
4. This resolution shall take effect immediately.

Resolution of the City of Jersey City authorizing a cooperation agreement with Jersey City Redevelopment Agency regarding Central Avenue Block 2901.

APPROVED AS TO LEGAL FORM



Business Administrator



Corporation Counsel

Certification Required

RECORD OF COUNCIL VOTE – Aug 18														9-0
	AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent		AYE	NAY	N.V.	Absent
RIDLEY	✓				SALEH	✓				LAVARRO	✓			
PRINZ-AREY	✓				SOLOMON	✓				RIVERA	✓			
BOGGIANO	✓				ROBINSON	✓				WATTERMAN, PRES	✓			

N.V. –
(Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey.



President of Council



City Clerk

Resolution of the City of Jersey City authorizing a cooperation agreement with Jersey City Redevelopment Agency regarding Central Avenue Block 2901.

RESOLUTION FACT SHEET -

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

Project Manager

John Metro, Acting Business Administrator	2015475147	JMetro@jcnj.org
Division	Office of the Business Administrator	

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 1:00 p.m.)

Purpose

Resolution approving the cooperation agreement is to permit the Agency to undertake a redeveloper selection process of City-owned properties and oversee the redevelopment of the Central Avenue Block 2901 Redevelopment Area.

ATTACHMENTS:

[JCRA - Central Avenue Block 2901 - Cooperation Agreement](#)

Approved by
 John Mercer, Assistant Business Administrator
 Ray Reddington, Attorney
 John Metro, Acting Business Administrator

Status:
 Approved - Aug 06 2021
 Approved - Aug 09 2021
 Approved - Aug 11 2021

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (hereafter the “**Agreement**”) is made this ____ day of _____, 2021, (the “**Effective Date**”), between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the “**City**”), and the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the “**Agency**”; together with the City, the “**Parties**”; each, a “**Party**”).

W I T N E S S E T H:

WHEREAS, the Jersey City Redevelopment Agency is an institution of the City of Jersey City, which is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, at its November 29, 2017, meeting, in accordance with the Redevelopment Law the Municipal Council of the City of Jersey City (the “**City Council**”) adopted a resolution authorizing the Jersey City Planning Board (the “**Planning Board**”) to conduct a preliminary investigation of the area known as the “Central Avenue Block 2901 Study Area” to be declared a non-condemnation area in need of redevelopment; and

WHEREAS, at its November 20, 2018 meeting, in accordance with the Redevelopment Law the City Council adopted a resolution declaring the “Central Avenue Block 2901 Study Area” as a non-condemnation area in need of redevelopment referred to as the Central Avenue Block 2901 Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, at its April 13, 2021, pursuant to the Redevelopment Law the Planning Board reviewed a proposed Central Avenue Block 2901 Redevelopment Plan (the “**Redevelopment Plan**”) to govern the Redevelopment Area and voted to recommend the adoption of the Redevelopment Plan by City Council; and

WHEREAS, pursuant to the Redevelopment Law, by Ordinance 21-032 adopted on May 26, 2021, City Council adopted the Redevelopment Plan; and

WHEREAS, the City owns certain property within the Redevelopment Area identified as Block 2901, Lots 9-16, 22, 23, 27.01, 27.02 and 32 on the official tax map of the City, commonly known as 81-109 Cambridge Avenue, 140-142 Griffith Street and 328, 338-342, and 352 Central Avenue (the “**Site**”); and

WHEREAS, the Redevelopment Plan seeks to promote the redevelopment of the Redevelopment Area and to provide certain community benefits; and

WHEREAS, the City desires that the Agency exercise the powers available to the Agency as redevelopment entity for the Redevelopment Area and to facilitate the undertakings contemplated in the Redevelopment Plan and shall oversee the selection of a redeveloper for the Site and the redevelopment of the Site and shall undertake such other actions as the Parties deem appropriate in such a manner and under such terms as it deems appropriate and consistent with the Redevelopment Plan and Redevelopment Law (the “**Agency Redevelopment Activities**”); and

WHEREAS, the Parties have determined that the Agency has the experience and expertise to implement the Agency Redevelopment Activities; and

WHEREAS, the Parties find it mutually beneficial and in the public interest to enter into a cooperation agreement for redevelopment of the Redevelopment Area: and

WHEREAS, the Parties have duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT

1.1 The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which the Parties will undertake redevelopment of the Redevelopment Area.

ARTICLE 2
TERM OF AGREEMENT

2.1 This Agreement shall commence on the Effective Date and shall expire upon the earlier of (a) termination by either Party in accordance with the terms set forth in this Agreement, or (b) the fifth (5th) anniversary of the Effective Date unless extended by mutual agreement of the Parties.

ARTICLE 3
REDEVELOPMENT; IMPLEMENTATION

3.1 The City hereby appoints the Agency as its general agent with respect to any action to be taken, direction to be provided, or right or remedy to be exercised by the City as redevelopment entity for the Redevelopment Area. The Agency shall have full power to undertake redevelopment of the Redevelopment Area in accordance with the Redevelopment Law, including the power to take any reasonably necessary or convenient action to carry out its duties, obligations, and responsibilities. The Agency shall undertake the Agency Redevelopment Activities, as defined herein, and utilize its best efforts to ensure that the Redevelopment Area is redeveloped, marketed, used, and maintained in accordance with the Redevelopment Law and the Redevelopment Plan.

The Agency shall provide the City with ongoing updates, including financial information, concerning its efforts with respect thereto.

3.2 The Agency shall have the discretion to select a redeveloper to renovate, rehabilitate, demolish, design, construct, maintain, operate and/or otherwise take action within the Redevelopment Area in accordance with the terms and conditions of the Redevelopment Plan and in consultation with the City, which consultation shall include regular and routine communication regarding all aspects of design, construction, maintenance and operation including budgeting, solicitation of developers, negotiation of deal terms, and other communications and consultations as and when appropriate. The material terms and conditions of this Agreement will be incorporated into any such redevelopment agreement.

ARTICLE 4 **INDEMNIFICATION & INSURANCE**

4.1 Indemnification; Insurance.

- A. Each Party shall indemnify, defend, save and hold harmless the other Party, its employees, officers, and agents, from and against all claims, demands, damages (including property damage and bodily injury), losses, suits, actions, judgments, injuries, costs and expenses (including reasonable attorneys' fees and expenses) of any kind whatsoever, asserted by third parties in connection with the performance of this Agreement.
- B. Each Party shall, at its respective sole cost and expense, maintain standard comprehensive insurance and employer's liability insurance during the term of this Agreement, naming the other Party as an additional insured and insuring against any and all liability arising out of, occasioned by or resulting from any accident or otherwise for injuries to any person or persons, or to property, on the Property, or otherwise arising through the performance of this Agreement.

ARTICLE 5 **NOTICE**

5.1 Notices. All notices, requests, demands, or other communications required or desired hereunder shall be in writing, and shall be deemed duly given if hand-delivered or mailed by certified mail, return receipt requested to:

In the case of the City:

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

In the case of the Agency:

Jersey City Redevelopment Agency
Executive Director
4 Jackson Square (a/k/a 39 Kearney Avenue)
Jersey City, New Jersey 07305

With a copy to:

McManimon, Scotland & Baumann, LLC
Attn: Joseph P. Baumann, Jr., Esq.
75 Livingston Avenue, Floor 2
Roseland, New Jersey 07068

ARTICLE 6 **TERMINATION**

6.1 The City or the Agency may terminate this Agreement in whole or in part upon giving at least sixty (60) days written notice to the other Party of such termination and specifying the effective date therefor. In such case, the Parties shall continue to perform their respective obligations as required until the effective date provided in the termination notice.

ARTICLE 7 **MISCELLANEOUS**

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations, or restrictions between the Parties hereto set forth elsewhere with respect to the subject matter hereof.

7.2 Amendment. No modification or amendment of this Agreement shall be effective unless made in writing and executed by both the Agency and the City.

7.3 Titles and Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

7.4 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

7.5 No Waiver by Delay. The failure of either Party to avail itself of any remedy provided for in this Agreement, or either Party's delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced thereby or of any right of enforcement that may accrue in the future.

7.6 Binding. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST

CITY OF JERSEY CITY

Sean Gallagher
City Clerk

By: _____
John J. Metro
Business Administrator

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: _____
Diana Jeffrey
Executive Director