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July 7, 2023

Via Overnight Delivery

Annisia Cialone, PP, AICP, LEED AP
Director
Department of Housing, Economic Development and Commerce
1 Jackson Square
Jersey City, NJ 07305

**Re: Jackson Hill Redevelopment Plan
Proposed Amendment Concerning Block 22502, Lot 31.01 (the “Property”)**

Director Cialone:

This firm represents One 1, LLC with respect to the above referenced property (the “Property”) located in Zone 1 under the Jackson Hill Redevelopment Plan (the “Plan”) where my client has been operating a successful Dunkin’ Donuts franchise for numerous years. Due to substantial increases in volume driven by customer demand generated by the overall revitalization of the neighborhood, the owner invested in the preparation of a concept plan for an expansion of the existing building to include an expanded Dunkin’ Doughnuts, additional retail food services and modification of the existing drive-thru to allow for a doubling of the on-site cuing capacity. Unfortunately, Section IV(H)(2) of the Redevelopment Plan now expressly prohibits drive-throughs. In order to proceed with the proposed changes, we ask that you accept this correspondence on behalf of One 1, LLC as a formal request for an amendment to the Redevelopment Plan to eliminate the prohibition on pre-existing drive-throughs as well as the minimum height requirement under §IX(A)(8)(d) of the Redevelopment Plan.

The Neighborhood Mixed Use provisions of the Redevelopment Plan allow for retail sales of goods and services, so the need for type “d” variance relief is limited to the expansion of the drive-through. We submit that the requested amendment would be beneficial to the neighborhood in that it will further a number of the Redevelopment Plan Objectives, including by providing a wide variety of retail amenities to the surrounding area [§III(1)], removal of obsolete structures [§III(7)], and most significantly by contributing to the overall improvement of traffic circulation [§III(13)] in so far as the existing drive-through is not designed to meet the current customer demand and sometimes results in spillage of cuing cars onto Martin Luther King Drive.

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I note that the Redevelopment Plan does not provide for a fee related to requests for amendments. Please let me know if that is the case or if I simply missed the reference and I will arrange for the prompt remittance of any necessary payment.

Thank you in advance for your time and attention to this matter. Please let me know what you see as the necessary next steps in advancing my client's request to the Planning Board for a recommendation and to the Governing Body for adoption. Of course, if you have any comments or questions, please feel free to contact me.

Sincerely,

/s/ Donald M. Pepe

DONALD M. PEPE, Esq.

For the Firm

Cc: Client (via email)

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DONALD M. PEPE, ESQ.

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TO **ATTN: ANNISIA CIALONE, DIRECTOR**
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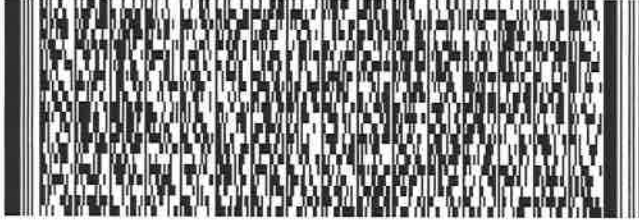
JERSEY CITY NJ 07305

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REF ONE 1, LLC

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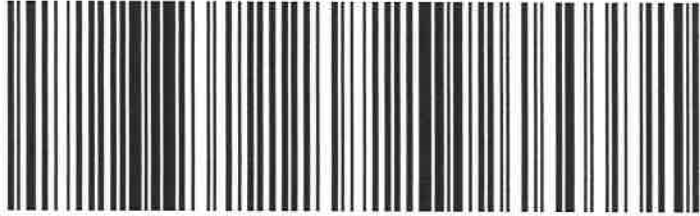


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