City Clerk File No. Ord. 17-065

Agenda No. 3.A 1st Reading

Agenda No. 4.A 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 17-065

TITLE:

ORDINANCE TO AUTHORIZE THE EXCHANGE OF CITY PROPERTY FOR STATE PROPERTY TO REALIGN JERSEY AVENUE SOUTH OF MILL CREEK AND TO EXECUTE CONSERVATION EASEMENTS REQUIRED BY NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE HUDSON RIVER WATERFRONT WALKWAY

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

WHEREAS, the City of Jersey City (the "City") currently owns property south of Mill Creek designated as Block 15801, part of Lot 37 (formerly Block 2145, Lot 55) on the City's tax map; and

WHEREAS, the New Jersey Department of Environmental Protection (the "DEP") owns properties south of Mill creek known as Block 15801, part of Lot 35, part of Lot 38 and part of Lot 46 and Block 15904, part of Lot 23 on the City's tax map; and

WHEREAS, land located between Block 15801, Lot 37 and Block 15801, Lot 46 is an undocumented parcel not shown on the City's tax maps for which no deed of title has been located; and

WHEREAS, the undocumented tract of land appears to be a remnant of lands owned by the City but not conveyed to the DEP when other lands were conveyed by the City to the DEP under a Deed dated December 29, 1976 and recorded January 12, 1977 in Hudson County Deed Book 3221 at Page 92.; and

WHEREAS, the City and the DEP intend to exchange the above referenced properties as part of a project to connect the points of Jersey Avenue on the banks of Mill Creek by a permanent bridge accessible to both vehicles and pedestrians; and

WHEREAS, the exchange of a substantially similar portion of the above referenced properties was originally authorized by City Ordinance 01-119; and

WHEREAS, because the DEP property will be diverted from recreational use and the City property used to replace it, the exchange required the approval of the State House Commission, which exchange was approved by the State House Commission on December 13, 2001 and March 14, 2016 (as amended) (NJDEP State House Commission File #2014-002); and

WHEREAS, various properties connected to the Jersey Avenue Bridge construction project require a Conservation Easement to be executed pursuant to the requirements of the DEP in relation to the Hudson River Waterfront Walkway; and

ORDINANCE TO AUTHORIZE THE EXCHANGE OF CITY PROPERTY FOR STATE PROPERTY TO REALIGN JERSEY AVENUE SOUTH OF MILL CREEK AND TO EXECUTE CONSERVATION EASEMENTS REQUIRED BY NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE HUDSON RIVER WATERFRONT WALKWAY

WHEREAS, the City does not currently own all of the properties connected to the Jersey Avenue Bridge construction project; and

WHEREAS, in order to maintain the Turnpike Authority's construction schedule, the City requires authorization to execute any Conservation Easements required pursuant to the DEP requirements for the Hudson River Waterfront Walkway;

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

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the documents in substantially the form attached in order to exchange Block 15801, part of Lot 37 (owned by the City) and the undocumented parcel of land located between Block 15801, Lot 37 and Block 15801, Lot 46 for Block 15801, part of Lot 35, part of Lot 38 and part of Lot 46 and Block 15904, part of Lot 23 (owned by the DEP) at such time when all Federal or State requirements have been completed.

2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the "GRANT OF CONSERVATION RESTRICTION/EASEMENT" in substantially the form attached for any properties connected to the Jersey Avenue Bridge construction project if required.

3. The Mayor or Business Administrator is authorized to execute any such additional documents as may be necessary or appropriate to effectuate the exchange of the properties.

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

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

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

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

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

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET - CONTRACT AWARD

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

Full Title of Ordinance/Resolution

ORDINANCE TO AUTHORIZE THE EXCHANGE OF CITY PROPERTY FOR STATE PROPERTY TO REALIGN JERSEY AVENUE SOUTH OF MILL CREEK AND TO EXECUTE CONSERVATION EASEMENTS REQUIRED BY NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION IN CONNECTION WITH THE HUDSON RIVER WATERFRONT WALKWAY

Project Manager

Department/Division	Business Administrator	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	(201) 547-5147	RKakoleski@jcnj.org

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

Contract Purpose

An Ordinance authorizing the exchange of City property for State property to realign Jersey Avenue south of Mill Creek and to execution Conservation Easements required by New Jersey Department of Environmental Protection in connection with the Hudson River Waterfront Walkway.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Deed

Type of award Statutorily private sale to nonprofit

If "Other Exception", enter type

Additional Information

See Deed of Conveyance

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 6/17/17

Prepared by:

_____
Judeth Piccinini Yeany, Esq.

DEED OF CONVEYANCE

This Deed of Conveyance is made this day of , 2017 by and between

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
401 East State Street
Trenton, New Jersey 08625,

hereafter referred to as the Grantor, and

CITY OF JERSEY CITY
280 Grove Street
Jersey City, New Jersey 07302

hereafter referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. **Transfer of Ownership**. The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of $1.00 (One Dollar and No Cents) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor.

2. **Tax Map Reference**. (N.J.S.A. 46:15-1.1)

   City of Jersey City

   Block 15801, part of Lot 35
   Block 15801, part of Lot 38
   Block 15801, part of Lot 46
   Block 15904, part of Lot 23

3. **Property**. The Property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey, further delineated by its metes and bounds as described in **Exhibit A** attached hereto and made a part hereof on the basis of a survey of property entitled "Jersey Avenue Extension, Block 15801 Lots 35, 37, 38, 46, 47, 48 & Block 15904 Lot 23, City of Jersey City Hudson County N.J." and captioned as "Jersey Avenue, Liberty State Park Land Swap, Survey Plan Showing Parcels Being Conveyed," prepared by Michael J. McAlpin, P.L.S. for Malick & Scherer, P.C., Perryville III Corporate Center, 53 Frontage Road, Suite 260, Hampton, New Jersey 08827, M&S Project #14TPK002, dated August 12, 2016 and last revised October 5, 2016, a reduced copy of which is attached hereto and made a part hereof as **Exhibit B**. A full size copy of the survey depicted in Exhibit B is also on file with the Department of Environmental Protection, Green Acres Program, P.O. Box 420, 501 E. State Street, Trenton, New Jersey 08625-0420 under DEP SHC File #2014-002.

CONTAINING 0.413 acre, more or less.

SUBJECT to any easements of record.

As to Block 15801, part of Lot 35 (formerly Block 2145, Lot 54C):

BEING a portion of the property acquired by Grantor from Grantee by Deed dated December 29, 1976 and recorded January 12, 1977 in Hudson County Deed Book 3221 at Page 92.

The street address of Block 15801, Lot 35 is Jersey Avenue Extended.

As to Block 15801, part of Lot 38 (formerly Block 2145, Lot 43A):

BEING a portion of the property acquired by the State of New Jersey from Robert C. Haldeman, Trustee of the Property of Lehigh Valley Railroad Company, Debtor by Deed dated September 2, 1982 and recorded in Hudson County Deed Book 3366 at Page 822.

The street address of Block 15801, Lot 38 is Audrey Zapp Drive (interior).

As to Block 15801, part of Lot 46 (formerly Block 2145, Lot 50Z):

BEING a portion of the property acquired by Grantor from Grantee by Deed dated December 29, 1976 and recorded January 12, 1977 in Hudson County Deed Book 3221 at Page 92.

The street address of Block 15801, Lot 46 is 434 Audrey Zapp Drive.

As to Block 15904, part of Lot 23 (formerly Block 2145, Lot 43B):

BEING a portion of the property acquired by the State of New Jersey from Robert C. Haldeman, Trustee of the Property of Lehigh Valley Railroad Company, Debtor by Deed dated September 2, 1982 and recorded in Hudson County Deed Book 3366 at Page 822.

The street address of Block 15904, Lot 23 is Audrey Zapp Drive (interior.)

4. **Purpose of Conveyance; Release of Green Acres Restrictions.** This conveyance is made in accordance with *N.J.S.A.*13:1D-51 and City of Jersey City Ordinance #2017- as part of an exchange of property between the State of New Jersey and the City of Jersey City, which exchange was approved by the State House Commission on December 13, 2001 and March 14, 2016 (as amended) (NJDEP State House Commission File #2014-002). Upon completion of this land exchange through acceptance by the Grantor of title to a portion of Block 15801, Lot 37 and other land (of unknown tax lot designation) in the City of Jersey City, Hudson County, totaling 0.442 acre, and the recording of both deeds for the land exchange, any Green Acres restrictions applicable to the Property under *N.J.S.A.* 13:8A-1 *et seq.*, *N.J.S.A.* 13:8A-20 *et seq.*, *N.J.S.A.* 13:8A-35 *et seq.*, *N.J.S.A.* 13:8C-1 *et seq.*, *N.J.A.C.* 7:36 and any other applicable statute or regulation are hereby released and extinguished in their entirety.

5. **Promises by Grantor**. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (*N.J.S.A.* 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

6. **Signatures**. The Grantor by its duly authorized Commissioner signs this deed as of the date at top of the first page.

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
BOB MARTIN
Commissioner

STATE OF NEW JERSEY

SS:

COUNTY OF MERCER

BE IT REMEMBERED, that on the day of , 2017 before me personally appeared Bob Martin, who I am satisfied is the Commissioner of the Department of Environmental Protection of the State of New Jersey, and that he acknowledged that he signed this instrument in his capacity as the Commissioner of the Department of Environmental Protection and as the act and deed of the State of New Jersey.

_____
Notary Public of the State of New Jersey

CERTIFICATION OF STATE HOUSE COMMISSION APPROVAL

I HEREBY CERTIFY that the terms and conditions herein were approved by the State House Commission on December 13, 2001 and March 14, 2017 (as amended.)

STATE HOUSE COMMISSION

By: _____
ROBERT J. SHAUGHNESSY
Secretary

APPROVED:

_____
CHRIS CHRISTIE
Governor

ATTEST:

_____
KIMBERLY M. GUADAGNO
Lt. Governor/Secretary of State

REVIEWED AND APPROVED AS TO FORM:

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: _____
Sean Moriarty
Deputy Attorney General

RECORD AND RETURN TO:

DRAFT

EXHIBIT A

METES & BOUNDS DESCRIPTION

DRAFT

Malick & Scherer, P.C.
Consulting Engineers • Construction Inspectors • Land Surveyors

Arif R. Malick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, PTOE
Associate
Robert Zalewski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAlpin, PLS
Director of Survey

DEED DESCRIPTION OF PORTIONS OF LOTS 35, 38, 46 BLOCK 15801 AND LOT 23 BLOCK 15904 BEING CONVEYED TO THE CITY OF JERSEY CITY IN THE CITY OF JERSEY CITY HUDSON COUNTY, NEW JERSEY

All that certain tract or parcel of land located in the City of Jersey City, County of Hudson, New Jersey, bounded and described as follows:

BEGINNING at a point on the existing northerly ROW line of Johnston Avenue (50' Width Tax Map), where it is intersected by the original easterly line of Jersey Avenue if extended, also being the division line between Lot 46 Block 15801 on the east and lands owned by the City of Jersey City on the west, (said beginning point having New Jersey State Plane Local Ground Coordinates of North: 683,872.43 and East: 616,230.34, and being marked by a capped bar found at Corner 14; as shown on a map entitled "JERSEY AVENUE LIBERTY STATE PARK LAND SWAP, SURVEY PLAN SHOWING PARCELS TO BE CONVEYED", prepared by Malick & Scherer, P.C. dated 8/12/2016 and running, thence;

1. Along said original easterly line of Jersey Avenue if extended, North 22° 09' 35" East, a distance of 9.94 feet to a point on curve where said line is intersected by the proposed westerly line of Jersey Avenue as shown on said map, being marked by a capped bar set at Corner 5, thence;

2. Along said proposed westerly line of Jersey Avenue on a non-tangential curve to the left (northeasterly), having a radius of 45.00 feet, an arc length of 57.20 feet, a chord bearing of North 40° 21' 33" East, and a chord distance of 53.43 feet to a point of tangency, at Corner 13, thence;

3. Still along the proposed westerly line of Jersey Avenue, North 03° 56' 37" East, a distance of 53.38 feet to a point where said line is intersected by the original easterly line of Jersey Avenue if extended, being marked by a capped bar set at Corner 4, thence;

4. Along said original easterly line of Jersey Avenue if extended, also being the easterly line of Lot 37 and then Lot 34 Block 15801, North 22° 09' 35"" East, a distance of 285.74 feet to a point of curvature where said line is intersected by the proposed easterly line of Jersey Avenue as shown on said map, being marked by a cross cut set at Corner 12, thence;

5. Along the proposed easterly line of Jersey Avenue on a non-tangential curve to the left (southwesterly), having a radius of 565.00 feet, an arc length of 136.14 feet, a chord bearing of South 10° 50' 48" West, and a chord distance of 135.81 feet to a point of tangency on the proposed easterly line of Jersey Avenue, being marked by a capped bar set at Corner 11, thence;

6. Still along the proposed easterly line of Jersey Avenue, South 03° 56' 37" West, a distance of 196.79 feet to a point of curvature, being marked by a capped bar set at Corner 10, thence;

7. Still along the proposed easterly line of Jersey Avenue on a curve to the left (southeasterly), having a radius of 50.00 feet, an arc length of 74.01 feet, a chord bearing of South 38° 27' 44" East, and a chord distance of 67.44 feet to a point of cusp, being marked by a capped bar set at Corner 9, thence;

8. Still along the proposed easterly line of Jersey Avenue, South 08° 14' 46" West, a distance of 6.49 feet to a point where the same is intersected by the existing northerly line of Audrey Zapp Drive, being marked by a capped bar set at Corner 8, thence;

9. Along the existing northerly line of Audrey Zapp Drive and then Johnston Avenue, North 82° 04' 10" West, a distance of 153.19 feet to the point or place of **BEGINNING**.

Containing 17,976 Square Feet or 0.413 Acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of lands conveyed to the State of New Jersey herein by deed from City of Jersey City dated December 29, 1976 in deed Book 3221 Page 92 and from Trustee of the Property of the Lehigh Valley Railroad Company dated September 2, 1982 in deed Book 3366 Page 822; recorded in the Hudson County's Clerk Office.

MALICK AND SCHERER, P.C.

Michael J. McAlpin 9/30/16

Michael J. McAlpin, PLS **Date**
Professional Land Surveyor
New Jersey License No. 24GS03674700

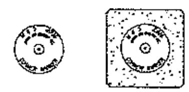
EXHIBIT B

REDUCED COPY OF SURVEY

PARCEL BOUNDARY COORDINATES CHART

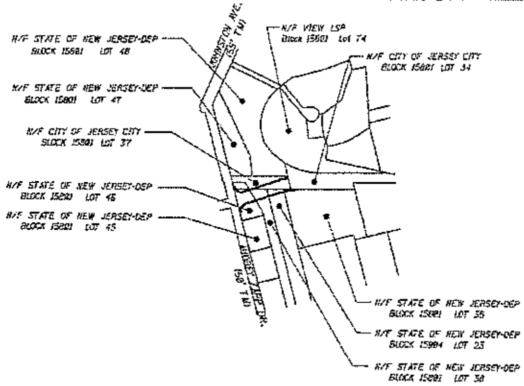
COR. NO.	GRID NORTH	GRID EAST	LOCAL GROUND NORTH	LOCAL GROUND EAST	LAT.	LONG.
1	683883.22	616148.61	683883.81	616148.60	40°42'36.2"	74°03'09.4"
2	684209.57	616251.26	684209.59	616251.28	40°42'39.4"	74°03'07.6"
3	684203.58	616288.42	684203.60	616288.42	40°42'39.4"	74°03'07.5"
4	683975.60	616272.36	683975.60	616272.36	40°42'37.1"	74°03'07.8"
5	683881.64	616234.09	683881.63	616234.09	40°42'36.2"	74°03'08.3"
6	683880.68	616217.56	683880.67	616217.56	40°42'36.2"	74°03'08.5"
7	683874.28	616217.05	683874.28	616217.05	40°42'36.1"	74°03'08.5"
8	683951.30	616302.05	683951.29	616302.06	40°42'35.9"	74°03'06.3"
9	683897.72	616382.50	683897.72	616382.49	40°42'35.9"	74°03'06.3"
10	683910.53	616341.04	683910.52	616341.05	40°42'36.1"	74°03'06.9"
11	684106.84	616354.57	684106.85	616354.58	40°42'38.4"	74°03'06.7"
12	684240.21	616380.13	684240.23	616380.14	40°42'39.7"	74°03'06.3"
13	683922.35	616268.69	683922.34	616268.69	40°42'36.6"	74°03'07.8"
14	683872.45	616230.34	683872.43	616230.34	40°42'36.1"	74°03'08.3"

BOUNDARY MARKERS SET

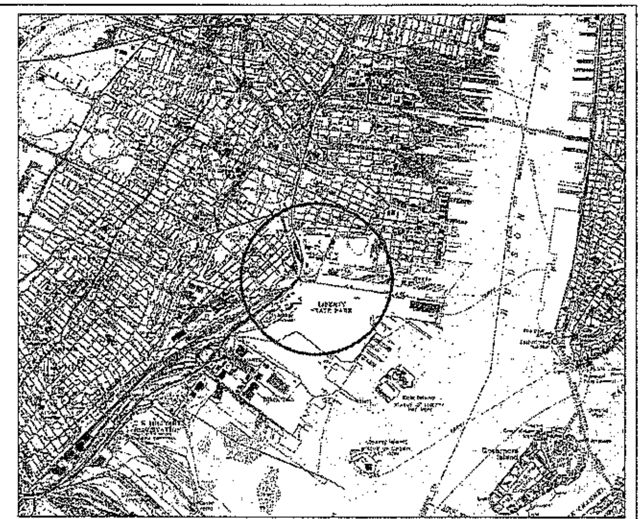


Capped Bar Set

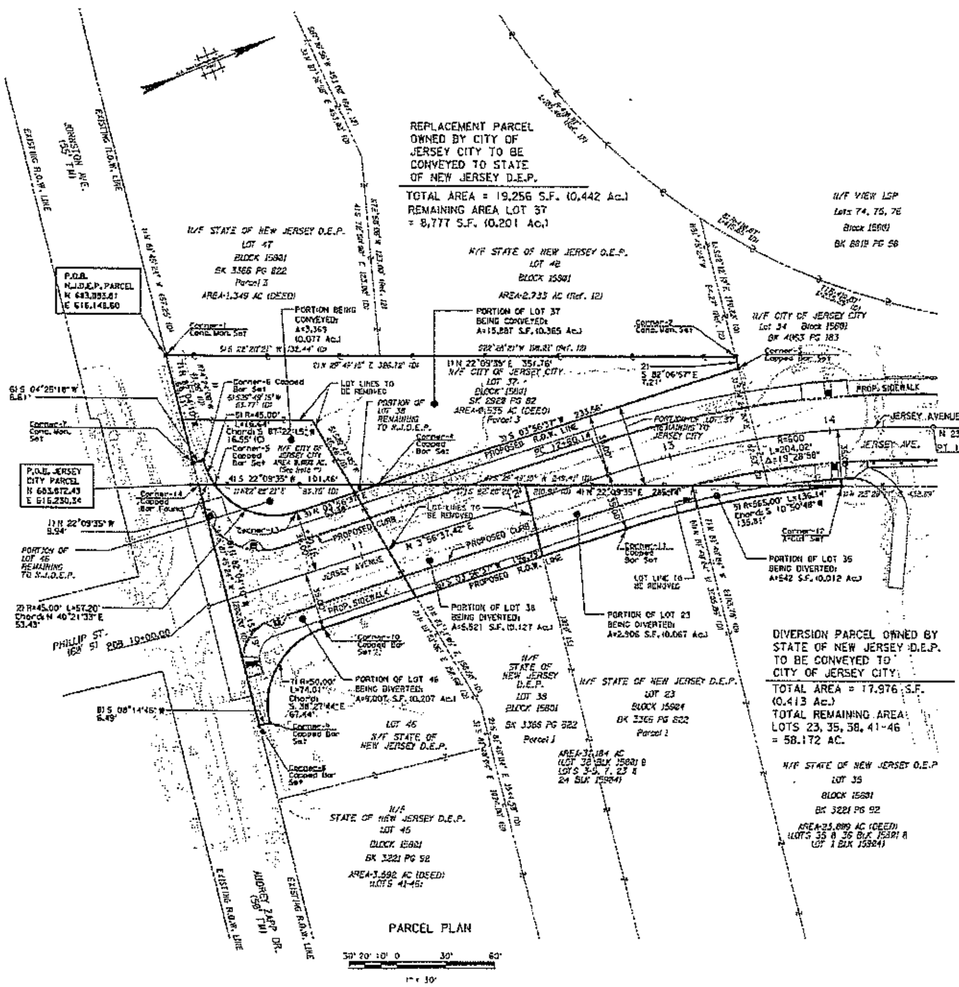
Concrete Monument Set



ENTIRE TRACT MAP
1" = 300'



PROJECT LOCATION MAP
1" = 2000'



REPLACEMENT PARCEL OWNED BY CITY OF JERSEY CITY TO BE CONVEYED TO STATE OF NEW JERSEY D.E.P.

TOTAL AREA = 19,256 S.F. (0.442 Ac.)
REMAINING AREA LOT 37 = 8,777 S.F. (0.201 Ac.)

DIVERSION PARCEL OWNED BY STATE OF NEW JERSEY D.E.P. TO BE CONVEYED TO CITY OF JERSEY CITY:

TOTAL AREA = 17,976 S.F. (0.413 Ac.)
TOTAL REMAINING AREA: LOTS 23, 35, 38, 41-46 = 58.172 AC.

PARCEL PLAN

NOTE: THE COORDINATES SHOWN HEREON ARE LOCAL GROUND COORDINATES BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (N.A.D. 83 U.S. FEET). THE RELATIONSHIP BETWEEN THE LOCAL GROUND AND GRID SYSTEM IS AS FOLLOWS: BOTH SYSTEMS SHARE A COMMON CENTROID POINT WITH IDENTICAL COORDINATES OF: CORNER 4: N 683,975.60 E 616,272.36
COMBINED SCALE FACTOR USED: 0.999922373 (GROUND TO GRID)
STATE PLANE COORDINATES CAN BE COMPUTED BY:
NG=NC+(NC-NL) x CSF) & EG=EC+(EC-EL) x CSF)
WHERE NG, EG = GRID NORTH, GRID EAST
NC, EC = CENTROID NORTH, CENTROID EAST
NL, EL = LOCAL NORTH, LOCAL EAST
CSF = COMBINED SCALE FACTOR

** NOTE: THE TRACT OF LAND APPARENTLY OWNED BY THE CITY OF JERSEY CITY IS BETWEEN LOT 37 AND LOT 46, AND IS AN UNDOCUMENTED PARCEL NOT SHOWN ON THE TAX MAPS AND NO DEED OF TITLE WAS FOUND. THIS TRACT APPEARS TO BE A REMNANT OF LANDS OWNED BY THE CITY BUT NOT CONVEYED TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION WHEN LOTS 41 THRU 46 WERE CONVEYED IN DEED BOOK 3221 PAGE 92.

SURVEY NOTES:

1. THE PROJECT CONTROL POINTS WERE ESTABLISHED UTILIZING THE SMARTNET GNSS RTN GPS CONTROL NETWORK. THE HORIZONTAL CONTROL NETWORK IS REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83). THE VERTICAL CONTROL NETWORK IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SURVEY AND BASE MAP ARE BASED ON NEW JERSEY STATE PLANE COORDINATE SYSTEM GROUND COORDINATE VALUES. THE GRID TO GROUND SCALE FACTOR IS 1.000077633.
3. HORIZONTAL AND VERTICAL LOCATION, SIZE AND TYPE OF UTILITY SHOWN HEREON, IF ANY, ARE COMPILED FROM INFORMATION GATHERED THROUGH FIELD LOCATIONS OF SURFACE HARDWARE, UTILITY MARKOUTS AND RECORD INFORMATION OBTAINED AS INDICATED. THIS PLAN IS SUBJECT TO ANY PLANS OR DOCUMENTATION PROVIDED BY VARIOUS UTILITY COMPANIES THAT MAY AFFECT THIS SITE. THE USER IS CAUTIONED THAT THE UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT AREA ARE SHOWN ON THESE MAPS. PRIOR TO EXCAVATING, AND / OR ANY CONSTRUCTION, A FIELD MARKOUT OF ALL UTILITIES MUST BE REQUESTED. UTILITY LOCATIONS SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
4. SUBJECT TO ALL RESTRICTIONS, COVENANTS, AGREEMENTS, EASEMENTS, AND / OR RIGHT OF WAYS WRITTEN OR IMPLIED.
5. SUBJECT TO THE RIGHTS OF THE PUBLIC IN AND TO JERSEY AVENUE, PHILLIP STREET, JOHNSTON AVENUE, AND AUDREY ZAPP DRIVE.
6. SUBJECT TO POSSIBLE RIGHTS INCLUDING BUT NOT LIMITED TO RIPARIAN RIGHTS OR GRANTS OF UPSTREAM AND DOWNSTREAM OWNERS TO MILL CREEK. NO INVESTIGATION, ANALYSIS OR DETERMINATION HAS BEEN PERFORMED AS TO THE LOCATION OR STATUS OF THE PIER OR BULKHEAD LINES WITHIN THIS PROJECT.
7. UNAUTHORIZED ALTERATION OR ADDITION TO THIS PLAN IS A VIOLATION OF N.J. STATE LAW. COPIES OF THIS PLAN NOT BEARING THE LAND SURVEYOR'S SIGNATURE AND EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
8. THIS SURVEY IS SUBJECT TO ALL FACTS DISCLOSED IN A CURRENT TITLE REPORT, AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
9. RIGHT OF WAY OR EASEMENTS SHOWN HEREON ARE BASED ON RECORD DOCUMENTS OBTAINED. THIS PLAN IS SUBJECT TO ANY UNRECORDED RIGHT OF WAYS OR EASEMENTS.
10. RIGHT OF WAY AND LOT LINES SHOWN HEREON ARE BASED ON AN ANALYSIS OF EVIDENCE LOCATED AND RECORD INFORMATION AND DOCUMENTS OBTAINED.
11. EXISTING CONDITIONS AND PLANIMETRIC INFORMATION AS SHOWN IS BASED ON LOCATIONS PERFORMED BY MALICK & SCHERER, P.C. IN JUNE & JULY, 2014 AND MAY 2015 AND AUGUST 2016.

REFERENCES:

1. TAX MAPS OF THE CITY OF JERSEY CITY: SHEETS 158 & 159.
2. DEEDS OF RECORD OBTAINED FROM HUDSON COUNTY CLERKS OFFICE.
3. MAP ENTITLED: "MAP OF PROPERTY OF THE CITY OF JERSEY CITY, JERSEY AVENUE TRACT, BEING A PORTION OF THE LIBERTY HARBOR NORTH PROJECT", PREPARED BY HIRTH WEIDENER ASSOCIATES. DATED SEP. 1985, REVISED TO NOV. 1 1986.
4. MAP ENTITLED "PROPOSED ROADWAY DEDICATION PLAN, CITY OF JERSEY CITY, HUDSON COUNTY, N.J. JERSEY AVENUE", PREPARED BY STORCH ENGINEERS, DATED JUNE 1, 1999, REVISED TO OCT. 26, 1999.
5. MAP ENTITLED: "BOUNDARY SURVEY OF THE VIEW, CITY OF JERSEY CITY BLOCK 2145 LOTS 55A, 55B, 55C, HUDSON COUNTY N.J." PREPARED BY DRESDNER ROBIN, DATED SEP. 29, 2005.
6. MAP ENTITLED: "ALTA/ACSM LAND TITLE SURVEY OF FORMER LOT 40H BLOCK 2145, FORMER LOT 25G BLOCK 60, AND FORMER BLOCK 60.21 TAX MAP OF THE CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY", PREPARED BY FARALDI GROUP, INC. DATED FEB. 14, 2013.
7. MAP ENTITLED: "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH, PHASE TWO, BLOCKS 60.17, 60.18 AND 60.19, TAX MAP OF THE CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY", PREPARED BY FARALDI GROUP, INC. DATED NOV. 17, 2006.
8. MAP ENTITLED: FINAL MAJOR SUBDIVISION FOR THE LEHIGH VALLEY RAILROAD SITUATED IN THE CITY OF JERSEY CITY, N.J.", KNOWN AS FILED MAP "2152 AND RECORDED MARCH 13, 1966.
9. MAP ENTITLED: "MAJOR SUBDIVISION FOR MAPLE CONST. CO. INC. SITUATED IN THE CITY OF JERSEY CITY, N.J.", KNOWN AS FILED MAP "2254 AND RECORDED NOV. 2, 1970.
10. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF ROBERT C. HALDEMAN TRUSTEE OF THE PROPERTY OF THE LEHIGH VALLEY RAILROAD CO., BLOCK 2145 LOTS 40D, 45D, 45E, 45F, 44D, PLOTS 42 & 43, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED JAN. 30, 1976 AND REVISED TO JUNE 12, 1978.
11. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF THE PROPERTY OF CITY OF JERSEY CITY, BLOCK 2145 LOTS 50C, 50R, 50U, 50V, 50W, 52, 53, 54A, 54B, 54C, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED FEB. 26, 1976 AND REVISED TO MARCH 23, 1976.
12. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF CONSOLIDATED RR AND LEHIGH VALLEY RR BLOCK 2145 LOTS 40Z, 44C AND PART OF 41C & 41F, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED FEB. 6, 1985.
13. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF CENTRAL RAILROAD OF N.J. BLOCK 2145 PART OF LOTS 48J, 48K, 48L, 51B, 51C, 49J, PLOT 22M, AND BLOCK 2154 PART OF LOTS NORTH 22J CENTER, SOUTH 22J NORTH, 22M, 22O, 22Q, 22H, BLOCK 2048 LOT 5-2 PLOT H-3 & J, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED MAR. 26, 1976 AND REVISED TO AUG. 24, 1976.

M&S
Malick & Scherer, P.C.
Consulting Engineers · Construction Inspection · Land Surveyors
Pennview III Corporate Center
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Hampton, NJ 08827
Ph. 908.537.1303 Fax 908.537.1309
www.malickandscherer.com

JERSEY AVENUE EXTENSION
BLOCK 15801 LOTS 35, 37, 38, 46, 47, 48
& BLOCK 15904 LOT 23
CITY OF JERSEY CITY
HUDSON COUNTY N.J.

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NO.	DATE	REVISIONS	BY	CHK	APP'D
1	10-5-2016	ADDRESSED COMMENTS FROM N.J.D.E.P.	MTM	DB	MJM

SCALE: 1"=30' | DRAWN BY: M.T.M. CHECKED BY: M.J.M. | M&S PROJECT # 14TPK002

I HEREBY CERTIFY TO THE CITY OF JERSEY CITY AND TO PURCHASER, STATE OF NEW JERSEY, AND ON BEHALF OF PURCHASER, TO PURCHASER'S TITLE INSURER THAT THIS PLAN, SURVEY, AND A CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH BUYER; THAT THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF AUGUST 2016, SUBJECT TO SUCH NOTES AS APPEAR HEREON.

I DO FURTHER CERTIFY THAT THE MONUMENTS AS DESIGNATED AND SHOWN HEREON HAVE BEEN SET.

Michael J. McAlpin 9/30/16
MICHAEL J. McALPIN, P.L.S. Date
New Jersey Professional Land Surveyor Lic. No. 24GS03674700

JERSEY AVENUE
LIBERTY STATE PARK LAND SWAP

SURVEY PLAN SHOWING
PARCELS BEING CONVEYED

JOB NO.	DRAWING DATE	SHEET NUMBER	REV
	08/12/2016	1	

Prepared by:

_____

DEED OF CONVEYANCE

This Deed of Conveyance is made this day of , 2017 by and between

CITY OF JERSEY CITY
280 Grove Street
Jersey City, New Jersey 07302

hereafter referred to as the Grantor, and

STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION
401 East State Street
Trenton, New Jersey 08625,

hereafter referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of $1.00 (One Dollar and No Cents) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1)

   City of Jersey City

   Block 15801, part of Lot 37

   Along with an undesignated area for which no tax map reference is available (see Paragraph #3, below.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the City of Jersey City, County of Hudson and State of New Jersey, further delineated by its metes and bounds as described in **Exhibit A** attached hereto and made a part hereof on the basis of a survey of property entitled "Jersey Avenue Extension, Block 15801 Lots 35, 37, 38, 46, 47, 48 & Block 15904 Lot 23, City of Jersey City Hudson County N.J." and captioned as "Jersey Avenue, Liberty State Park Land Swap, Survey Plan Showing Parcels Being Conveyed," prepared by Michael J. McAlpin, P.L.S. for Malick & Scherer, P.C., Perryville III Corporate Center, 53 Frontage Road, Suite 260, Hampton, New Jersey 08827, M&S Project #14TPK002, dated August 12, 2016 and last revised October 5, 2016, a reduced copy of which is attached hereto and made a part hereof as **Exhibit B**. A full size copy of the survey depicted in Exhibit B is also on file with the Department of Environmental Protection, Green Acres Program, P.O. Box 420, 501 E. State Street, Trenton, New Jersey 08625-0420 under DEP SHC File #2014-002.

CONTAINING 0.442 acre, more or less.

SUBJECT to any easements of record.

As to Block 15801, part of Lot 37 (formerly Block 2145, Lot 55):

BEING a portion of the property acquired by Grantor from [insert prior owner] by Deed dated [insert date] and recorded [insert date] in Hudson County Deed Book 2920 at Page 82.

The street address of Block 15801, Lot 37 is 452 Audrey Zapp Drive.

As to the undesignated lot:

The remainder of the land intended to be conveyed by this Deed is located between Block 15801, Lot 37 (owned by Grantor) and Block 15801, Lot 46 (owned by Grantee) and is an undocumented parcel not shown on the tax maps. No deed of title has been located for this area. This tract appears to be a remnant of lands owned by the Grantor but not conveyed to the Grantee when other lands were conveyed by Grantor to the Grantee under a Deed dated December 29, 1976 and recorded January 12, 1977 in Hudson County Deed Book 3221 at Page 92.

4. **Purpose of Conveyance.** This conveyance is made in accordance with *N.J.S.A.*13:1D-51 and City of Jersey City Ordinance #2017- as part of an exchange of property between the State of New Jersey and the City of Jersey City, which exchange was approved by the State House Commission on December 13, 2001 and March 14, 2016 (as amended) (NJDEP State House Commission File #2014-002).

5. **Promises by Grantor**. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (*N.J.S.A.* 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

6. **Signatures**. The Grantor by its duly authorized [insert title of signatory] signs this deed as of the date at top of the first page.

[insert signature block for City's signatory]

RECORD AND RETURN TO:

EXHIBIT A

METES & BOUNDS DESCRIPTION

Malick & Scherer, P.C.
Consulting Engineers • Construction Inspectors • Land Surveyors

Arif R. Malick, PE, CME
Principal
Glenn J. Scherer, PE
Principal
Colleen Connolly, PE, PTOE
Associate
Robert Zalewski, PE, CFM, CSM
Associate
Steven C. Ragazzo, PE
Director of Structures
Michael J. McAlpin, PLS
Director of Survey

DEED DESCRIPTION OF PORTION OF BLOCK 15801 LOT 37 AND AN UN-NAMED LOT BEING CONVEYED TO N.J. DEPT. OF ENVIRONMENTAL PROTECTION IN THE CITY OF JERSEY CITY HUDSON COUNTY, NEW JERSEY

All that certain tract or parcel of land located in the City of Jersey City, County of Hudson, New Jersey, bounded and described as follows:

BEGINNING at a point on the existing northerly ROW line of Johnston Avenue (55' Width Tax Map), where it is intersected by the original westerly line of Jersey Avenue if extended, also being the division line between Lot 47 Block 15801 on the west and Lot 37 Block 15801 on the east, (said beginning point having New Jersey State Plane Local Ground Coordinates of North: 683,883.81 and East: 616,148.60, and being marked by a concrete monument set at Corner 1; as shown on a map entitled "JERSEY AVENUE LIBERTY STATE PARK LAND SWAP, SURVEY PLAN SHOWING PARCELS TO BE CONVEYED", prepared by Malick & Scherer, P.C. dated 8/12/2016 and running, thence;

1. Along said original westerly line of Jersey Avenue if extended, and the division line between Lots 47 and 48 and 37 in Block 15801, North 22° 09' 35" East, a distance of 351.76 feet to a point where said line is intersected the division line between Lots 34 and 37 in Block 15801, being marked by a concrete monument set at Corner 2, thence;

2. Along said division line between Lots 34 and 37 in Block 15801, South 82° 06' 57" East, a distance of 7.21 feet to a point where said line is intersected by the proposed westerly line of Jersey Avenue as shown on said map, and being marked by a capped bar set at Corner 3, thence;

3. Along the proposed westerly line of Jersey Avenue, South 03° 56' 37" West, a distance of 233.56 feet to a point where said line is intersected by the original easterly line of Jersey Avenue if extended and also being the division line between Lots 37 and 38 in Block 15801, being marked by a capped bar set at Corner 4, thence;

4. Along the aforesaid original easterly line of Jersey Avenue if extended and the aforesaid division line and then along the division line between Lot 46 and other lands owned by the City of Jersey City in Block 15801, South 22° 09' 35" West, a distance of 101.46 feet to a point on curve on the proposed westerly line of Jersey Avenue as shown on said map, being marked by a capped bar set at Corner 5, thence;

5. Along the proposed westerly line of Jersey Avenue on a non-tangential curve to the right, (southwesterly), having a radius of 45.00 feet, an arc length of 16.64 feet, a chord bearing of South 87° 22' 15" West, and a chord distance of 16.55 feet to a point of cusp, being marked by a capped bar set at Corner 6, thence;

6. Still along the proposed westerly line of Jersey Avenue, South 04° 25' 18" West, a distance of 6.61 feet to a point where said line is intersected by the existing northerly line of Johnston Avenue, being marked by a concrete monument set at Corner 7, thence;

7. Along the aforesaid existing northerly line of Johnston Avenue, North 82° 04' 10" West, a distance of 69.11 feet to the point or place of **BEGINNING.**

Containing 19,256 Square Feet or 0.442 Acres more or less.

Subject to all restrictions, covenants, agreements, easements and or right of ways written or implied.

Being a portion of the lands conveyed to the City of Jersey City in Deed Book 2920 Page 82; dated Dec. 26, 1962 and recorded in the Hudson County Clerk's Office on Jan. 31, 1963.

MALICK AND SCHERER, P.C.

Michael J. McAlpin 9/30/16

Michael J. McAlpin, PLS **Date**
Professional Land Surveyor
New Jersey License No. 24GS03674700

EXHIBIT B

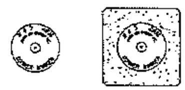
REDUCED COPY OF SURVEY

DRAFT

PARCEL BOUNDARY COORDINATES CHART

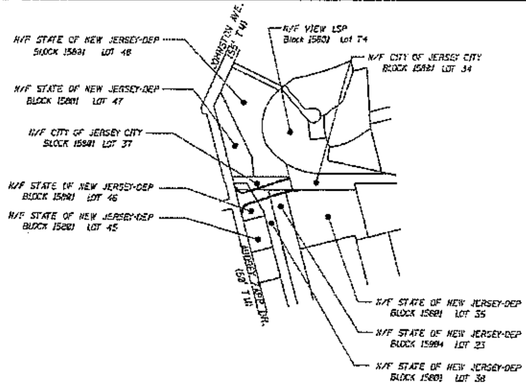
COR. NO.	GRID NORTH	GRID EAST	LOCAL GROUND NORTH	LOCAL GROUND EAST	LAT.	LONG.
1	683883.82	616148.61	683883.81	616148.60	40°42'36.7"	74°03'08.4"
2	684209.57	616231.26	684209.59	616231.28	40°42'39.4"	74°03'07.6"
3	684208.59	616288.42	684208.60	616288.42	40°42'39.4"	74°03'07.3"
4	683975.60	616272.36	683975.60	616272.36	40°42'37.1"	74°03'07.8"
5	683881.64	616234.09	683881.63	616234.09	40°42'36.2"	74°03'08.5"
6	683880.88	616217.56	683880.87	616217.56	40°42'36.2"	74°03'08.5"
7	683874.28	616217.05	683874.28	616217.05	40°42'36.1"	74°03'08.5"
8	683851.30	616382.05	683851.29	616382.06	40°42'35.9"	74°03'06.3"
9	683857.73	616382.98	683857.72	616382.99	40°42'35.9"	74°03'06.2"
10	683910.53	616341.04	683910.52	616341.05	40°42'36.4"	74°03'06.9"
11	684105.84	616354.57	684105.85	616354.58	40°42'38.4"	74°03'06.7"
12	684240.21	616380.13	684240.23	616380.14	40°42'39.7"	74°03'05.3"
13	683922.35	616288.69	683922.34	616288.69	40°42'36.6"	74°03'07.8"
14	683872.43	616230.34	683872.43	616230.34	40°42'36.1"	74°03'08.3"

BOUNDARY MARKERS SET

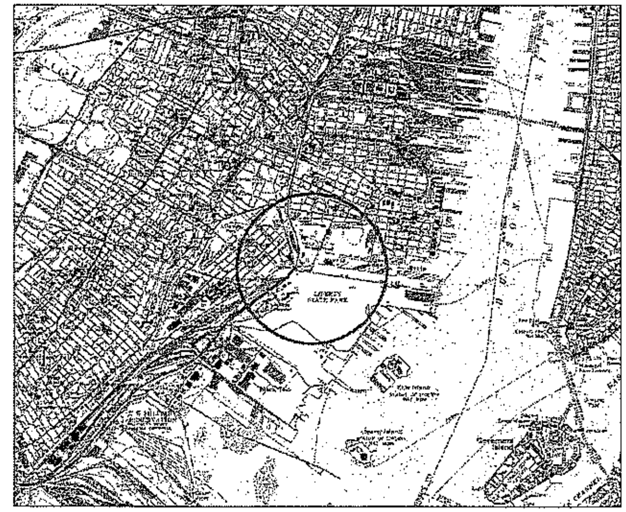


Capped Bar Set

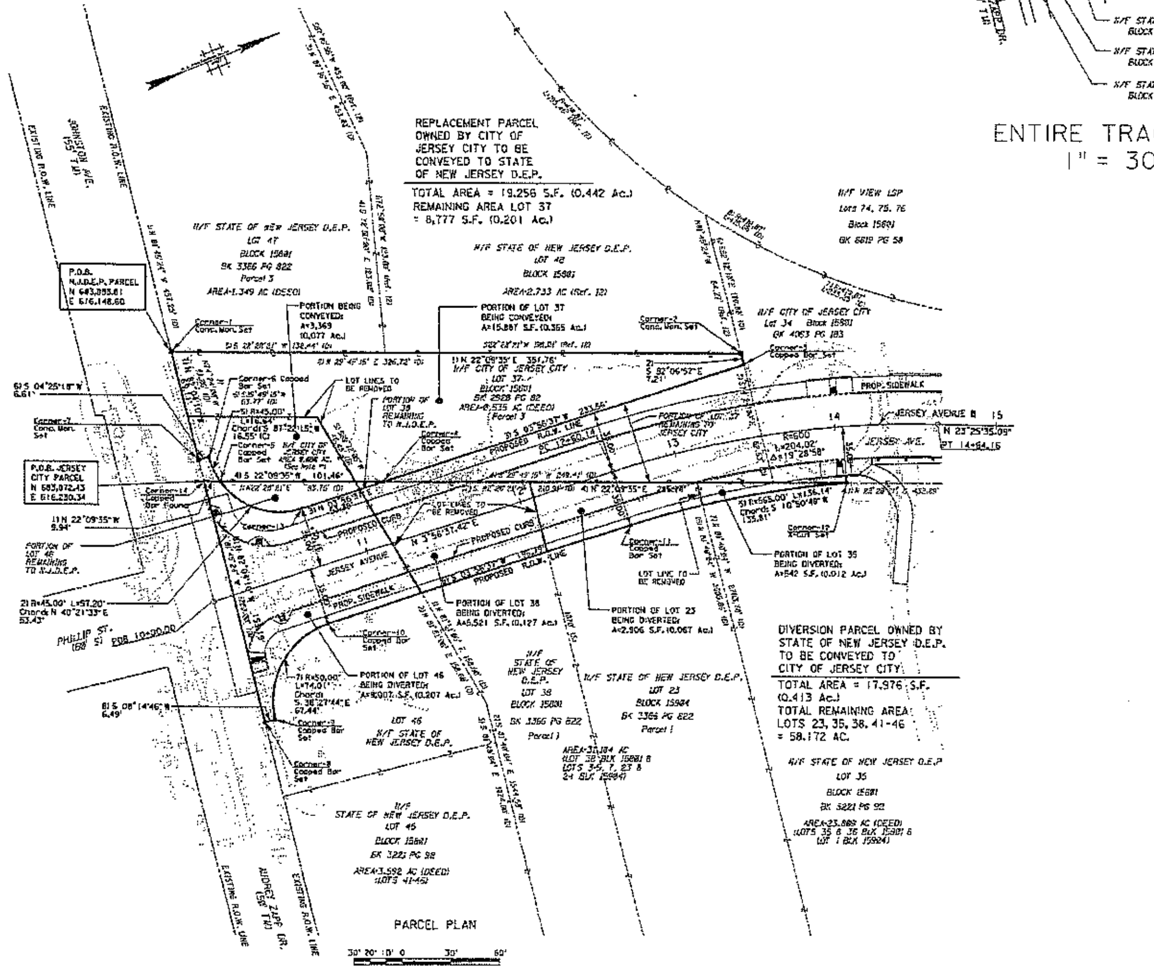
Concrete Monument Set



ENTIRE TRACT MAP
1" = 300'



PROJECT LOCATION MAP
1" = 2000'



NOTE: THE COORDINATES SHOWN HEREON ARE LOCAL GROUND COORDINATES BASED ON THE NEW JERSEY STATE PLANE COORDINATE SYSTEM (N.A.D. 83 U.S. FEET).
THE RELATIONSHIP BETWEEN THE LOCAL GROUND AND GRID SYSTEM IS AS FOLLOWS:
BOTH SYSTEMS SHARE A COMMON CENTROID POINT WITH IDENTICAL COORDINATES OF:
CORNER 4: N 683,975.60 E 616,272.36
COMBINED SCALE FACTOR USED: 0.999922373 (GROUND TO GRID)
STATE PLANE COORDINATES CAN BE COMPUTED BY:
NG=NC-(NC-NL) x CSF) & EG=EC-(EC-EL) x CSF)
WHERE NG, EG = GRID NORTH, GRID EAST
NC, EC = CENTROID NORTH, CENTROID EAST
NL, EL = LOCAL NORTH, LOCAL EAST
CSF = COMBINED SCALE FACTOR

** NOTE: THE TRACT OF LAND APPARENTLY OWNED BY THE CITY OF JERSEY CITY IS BETWEEN LOT 37 AND LOT 46, AND IS AN UNDOCUMENTED PARCEL NOT SHOWN ON THE TAX MAPS AND NO DEED OF TITLE WAS FOUND. THIS TRACT APPEARS TO BE A REMNANT OF LANDS OWNED BY THE CITY BUT NOT CONVEYED TO THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION WHEN LOTS 41 THRU 46 WERE CONVEYED IN DEED BOOK 3221 PAGE 92.

SURVEY NOTES:

1. THE PROJECT CONTROL POINTS WERE ESTABLISHED UTILIZING THE SMARTNET GNSS RTN GPS CONTROL NETWORK. THE HORIZONTAL CONTROL NETWORK IS REFERENCED TO THE NEW JERSEY STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83). THE VERTICAL CONTROL NETWORK IS NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).
2. SURVEY AND BASE MAP ARE BASED ON NEW JERSEY STATE PLANE COORDINATE SYSTEM GROUND COORDINATE VALUES. THE GRID TO GROUND SCALE FACTOR IS 1.000077633.
3. HORIZONTAL AND VERTICAL LOCATION, SIZE AND TYPE OF UTILITY SHOWN HEREON, IF ANY, ARE COMPILED FROM INFORMATION GATHERED THROUGH FIELD LOCATIONS OF SURFACE HARDWARE, UTILITY MARKOUTS AND RECORD INFORMATION OBTAINED AS INDICATED. THIS PLAN IS SUBJECT TO ANY PLANS OR DOCUMENTATION PROVIDED BY VARIOUS UTILITY COMPANIES THAT MAY AFFECT THIS SITE. THE USER IS CAUTIONED THAT THE UNDERGROUND UTILITY LOCATIONS ARE NOT GUARANTEED, NOR IS THERE ANY GUARANTEE THAT ALL EXISTING UTILITIES WHETHER FUNCTIONAL OR ABANDONED WITHIN THE PROJECT AREA ARE SHOWN ON THESE MAPS. PRIOR TO EXCAVATING, AND / OR ANY CONSTRUCTION, A FIELD MARKOUT OF ALL UTILITIES MUST BE REQUESTED. UTILITY LOCATIONS SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
4. SUBJECT TO ALL RESTRICTIONS, COVENANTS, AGREEMENTS, EASEMENTS, AND / OR RIGHT OF WAYS WRITTEN OR IMPLIED.
5. SUBJECT TO THE RIGHTS OF THE PUBLIC IN AND TO JERSEY AVENUE, PHILLIP STREET, JOHNSTON AVENUE, AND AUDREY ZAPP DRIVE.
6. SUBJECT TO POSSIBLE RIGHTS INCLUDING BUT NOT LIMITED TO RIPARIAN RIGHTS OR GRANTS OF UPSTREAM AND DOWNSTREAM OWNERS TO MILL CREEK. NO INVESTIGATION, ANALYSIS OR DETERMINATION HAS BEEN PERFORMED AS TO THE LOCATION OR STATUS OF THE PIER OR BULKHEAD LINES WITHIN THIS PROJECT.
7. UNAUTHORIZED ALTERATION OR ADDITION TO THIS PLAN IS A VIOLATION OF N.J. STATE LAW. COPIES OF THIS PLAN NOT BEARING THE LAND SURVEYOR'S SIGNATURE AND EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.
8. THIS SURVEY IS SUBJECT TO ALL FACTS DISCLOSED IN A CURRENT TITLE REPORT, AND WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
9. RIGHT OF WAY OR EASEMENTS SHOWN HEREON ARE BASED ON RECORD DOCUMENTS OBTAINED. THIS PLAN IS SUBJECT TO ANY UNRECORDED RIGHT OF WAYS OR EASEMENTS.
10. RIGHT OF WAY AND LOT LINES SHOWN HEREON ARE BASED ON AN ANALYSIS OF EVIDENCE LOCATED AND RECORD INFORMATION AND DOCUMENTS OBTAINED.
11. EXISTING CONDITIONS AND PLANIMETRIC INFORMATION AS SHOWN IS BASED ON LOCATIONS PERFORMED BY MALICK & SCHERER, P.C. IN JUNE & JULY, 2014 AND MAY 2015 AND AUGUST 2016.

REFERENCES:

1. TAX MAPS OF THE CITY OF JERSEY CITY; SHEETS 158 & 159.
2. DEEDS OF RECORD OBTAINED FROM HUDSON COUNTY CLERKS OFFICE.
3. MAP ENTITLED: "MAP OF PROPERTY OF THE CITY OF JERSEY CITY, JERSEY AVENUE TRACT, BEING A PORTION OF THE LIBERTY HARBOR NORTH PROJECT", PREPARED BY HIRTH WEIDENER ASSOCIATES, DATED SEP. 1985, REVISED TO NOV. 1 1988.
4. MAP ENTITLED "PROPOSED ROADWAY DEDICATION PLAN, CITY OF JERSEY CITY, HUDSON COUNTY, N.J. JERSEY AVENUE", PREPARED BY STORCH ENGINEERS, DATED JUNE 1, 1999, REVISED TO OCT. 26, 1999.
5. MAP ENTITLED: "BOUNDARY SURVEY OF THE VIEW, CITY OF JERSEY CITY BLOCK 2145 LOTS 55A, 55B, 55C, HUDSON COUNTY N.J." PREPARED BY DRESDNER ROBIN, DATED SEP. 29, 2005.
6. MAP ENTITLED: "ALTA/ACSM LAND TITLE SURVEY OF FORMER LOT 40H BLOCK 2145, FORMER LOT 25G BLOCK 60, AND FORMER BLOCK 60.21 TAX MAP OF THE CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY", PREPARED BY FARALDI GROUP, INC. DATED FEB. 14, 2013.
7. MAP ENTITLED: "PRELIMINARY AND FINAL MAJOR SUBDIVISION, LIBERTY HARBOR NORTH PHASE TWO, BLOCKS 60.17, 60.18 AND 60.19, TAX MAP OF THE CITY OF JERSEY CITY, HUDSON COUNTY, STATE OF NEW JERSEY", PREPARED BY FARALDI GROUP, INC. DATED NOV. 17, 2006.
8. MAP ENTITLED: FINAL MAJOR SUBDIVISION FOR THE LEHIGH VALLEY RAILROAD SITUATED IN THE CITY OF JERSEY CITY, N.J., KNOWN AS FILED MAP #2152 AND RECORDED MARCH 18, 1966.
9. MAP ENTITLED: "MAJOR SUBDIVISION FOR MAHLE CONST. CO. INC. SITUATED IN THE CITY OF JERSEY CITY, N.J.", KNOWN AS FILED MAP #2254 AND RECORDED NOV. 2, 1970.
10. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF ROBERT C. HALDEMAN TRUSTEE OF THE PROPERTY OF THE LEHIGH VALLEY RAILROAD CO., BLOCK 2145 LOTS 40D, 45D, 45E, 45F, 44D, PLOTS 42 & 43, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED JAN. 30, 1974 AND REVISED TO JUNE 12, 1976.
11. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF THE PROPERTY OF CITY OF JERSEY CITY, BLOCK 2145 LOTS 50C, 50R, 50U, 50V, 50R, 52, 53, 54A, 54B, 54C, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED FEB. 26, 1976 AND REVISED TO MARCH 23, 1976.
12. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF CONSOLIDATED RR AND LEHIGH VALLEY RR BLOCK 2145 LOTS 40Z, 44C AND PART OF 41C & 41F, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED FEB. 6, 1985.
13. MAP ENTITLED: "STATE OF NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION LIBERTY PARK, SURVEY OF PROPERTY OF CENTRAL RAILROAD OF N.J. BLOCK 2145 PART OF LOTS 48J, 48K, 48L, 51B, 51C, 49J, PLOT 22M, AND BLOCK 2154 PART OF LOTS NORTH 22J CENTER, SOUTH 22J NORTH, 22M, 22O, 22G, 22H, BLOCK 2048 LOT S-2 PLOT H-3 & J, CITY OF JERSEY CITY, HUDSON COUNTY, N.J." PREPARED BY G.C. STEWART ASSOCS. DATED MAR. 26, 1974 AND REVISED TO AUG. 24, 1976.

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JERSEY AVENUE EXTENSION
BLOCK 15801 LOTS 35, 37, 38, 46, 47, 48
& BLOCK 15904 LOT 23
CITY OF JERSEY CITY
HUDSON COUNTY N.J.

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NO.	DATE	REVISIONS	BY	CHK	APP'D
1	10-5-2016	ADDRESSED COMMENTS FROM N.J.D.E.P.	MTM	DB	MJM

SCALE: 1"=30' | DRAWN BY: M.T.M. CHECKED BY: M.J.M. | M&S PROJECT # 14TPK002

I HEREBY CERTIFY TO THE CITY OF JERSEY CITY AND TO PURCHASER, STATE OF NEW JERSEY, AND ON BEHALF OF PURCHASER, TO PURCHASER'S TITLE INSURER THAT THIS PLAN, SURVEY, AND A CORRESPONDING METES AND BOUNDS DESCRIPTION HAVE BEEN PREPARED UNDER MY IMMEDIATE SUPERVISION IN ACCORDANCE WITH A WRITTEN CONTRACT WITH M&SEP; THAT THIS PLAN IS A CORRECT AND ACCURATE REPRESENTATION OF CONDITIONS EXISTING AS OF AUGUST 2016, SUBJECT TO SUCH NOTES AS APPEAR HEREON.

I DO FURTHER CERTIFY THAT THE MONUMENTS AS DESIGNATED AND SHOWN HEREON HAVE BEEN SET.

Michael J. McAlpin 9/30/16

MICHAEL J. McALPIN, P.L.S. Date
New Jersey Professional Land Surveyor Lic. No. 24GS03674700

JERSEY AVENUE
LIBERTY STATE PARK LAND SWAP

SURVEY PLAN SHOWING
PARCELS BEING CONVEYED

JOB NO.	DRAWING DATE	SHEET NUMBER	REV
	08/12/2016	1	

Prepared by: _____

NJDEP File No.: _____

GRANT OF CONSERVATION RESTRICTION/EASEMENT
(Public Access to the Waterfront)

THIS GRANT OF CONSERVATION RESTRICTION/EASEMENT is made this _____ day of 20___, by _____, its heirs, successors and assigns and all legal and equitable owners, and any and all current or successor holders of any interest in and to the property whose address is _____, Borough/Township, County of _____, State of New Jersey, hereinafter referred to as the "Grantor," in favor of and to the New Jersey Department of Environmental Protection, its successors and assigns, hereinafter referred to as the "Grantee".

WITNESSETH:

WHEREAS, the Grantor is the owner in fee simple of certain real property located in the Township/Borough of _____, County of _____, New Jersey, designated as Lot(s)_____, Block(s)_____ on the official Tax Map of the Township/Borough of _____, County Clerk or Recorder's Deed Book Number ____, Page Number _____, (hereinafter "the Property"); and

WHEREAS, the Grantee has issued to Grantor Permit # _____, (the "Permit"), attached hereto as **Exhibit A** and made a part hereof, which permits certain construction described therein, and requires among other conditions public access to the waterfront, pursuant to the **(choose applicable statute(s))** Waterfront Development Law, N.J.S.A. 12:5-3, the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 *et seq.*, as amended, and the corresponding Rules on Coastal Zone Management, N.J.A.C. 7:7*et seq.*, as amended, specifically **(choose applicable rule(s))** N.J.A.C. 7:16.9 Public Access, N.J.A.C. 7:7-9.46, Hudson River Waterfront Area; and

WHEREAS, by virtue of the Property's location directly on the **[name of adjacent tidal waterway]**, the waterfront area of the Property possesses great scenic, aesthetic and recreational qualities for the public enjoyment; and

WHEREAS, pursuant to the Public Trust doctrine, all applicable case laws and duly adopted regulations, as a condition to the Permit, Grantor must provide for public access over a portion of the Property including its water's edge, by creating and maintaining in perpetuity a walkway as well as parking spaces reserved for use by the public (collectively "Easement Areas"), as more specifically shown on the approved plan(s) entitled _____, prepared by _____, dated _____, last revised date_____, attached

hereto as **Exhibit B,** and more particularly described on a legal description (metes and bounds) of the Easement Area, attached hereto as **Exhibit C**; and

WHEREAS, the Grantee is authorized by N.J.S.A. 13:1D-9 to formulate comprehensive policies for the conservation of natural resources, to promote environmental protection, and prevent pollution of the environment of the State, and is authorized by N.J.S.A. 13:8B-3 to acquire and enforce conservation restrictions; and

WHEREAS, the Grantor, having the authority to do so, intends to enter into this Conservation Restriction/Easement in order to grant to the Grantee a Conservation Restriction/Easement on the Property for recreational use by the public.

NOW THEREFORE, in consideration for the issuance of the Permit and for the valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the facts recited above and the terms, conditions and restrictions contained herein, the Grantor hereby agrees that the Property shall be subject in perpetuity to the following conveyances, covenants and restrictions in favor of the Grantee:

1. Grantor hereby conveys, transfers, assigns and grants to the Grantee a Conservation Restriction/Easement with respect to that portion of the Property as shown in **Exhibit B** and as described in **Exhibit C**.

2. The parties agree that the Conservation Restriction/Easement shall be in full force and effect as to the entire Easement Areas as shown in **Exhibit B** and described in **Exhibit C**, including those areas upon which the public parking spaces and the walkway(s) have not yet been constructed as of the date of this Conservation Restriction/Easement, and will be accessible to the public at all times in perpetuity.

3. Nothing contained in this Conservation Restriction/Easement shall be deemed or construed to give or grant to the Grantee, the public, or anyone else, any rights to use any portion of the Property except the Easement Areas.

4. Grantor, its successors and assigns, shall maintain the Easement Areas pursuant to the Maintenance Plan, prepared by _____, and dated _____, attached hereto as **Exhibit D** and made a part hereof.

5. The Easement Areas shall be available for public recreational purposes. Recreational uses shall not include any activity that violates federal, state, county or municipal law. No construction shall be permitted within the Easement Areas, other than the public parking spaces and the walkways.

6. The Easement Areas shall be available for waterfront public access purposes, being those recreational activities including, but not limited to, jogging, bicycling, walking, viewing, fishing and other similar recreational activities consistent with

and compatible with public enjoyment of the Easement Areas preserved by the Conservation Restriction/Easement herein granted.

7. In no event shall the Grantor charge a fee for access to or use of any portion of the Easement Areas, including for use of parking spaces preserved by the Conservation Restriction/Easement herein granted.

8. In no event shall Grantor erect, place or maintain any gate or any obstruction whatsoever across any portion of the Easement Areas that blocks or impedes physical access to the Easement Areas by the public at any time.

9. The Grantor shall not construct, install or maintain any structure, building or other improvement within the Easement Areas, except those appearing on plans and specifications approved by the Grantee in writing pursuant to the Permit.

10. The boundaries of the Easement Area shall be marked by an unobtrusive, semi-permanent visual marker in a manner of the Grantor's choosing, and to the Grantee's satisfaction, no less than 30 days prior to commencement of site preparation. Examples include the edge of a walkway, curbing, fence post, pipe in the ground, survey markers, and a shrub or tree line.

11. Grantor's liability with respect to the Easement Area is subject to the limitations contained in N.J.S.A. 2A:42A-8 and 2A:42A-8.1 (Landowner Liability Act).

12. Any activity on or use of the Easement Areas by Grantor which is inconsistent with the Public Trust Doctrine, the purposes of this Conservation Restriction / Easement, or not in conformance with the final plans and specifications approved by the Grantee in writing pursuant to the Permit, **Exhibit A**, cited herein or any other permit subsequently issued by the Grantee regulating the Property shall be prohibited.

13. In the event of a conflict between this Conservation Restriction/Easement and the approved plan(s), **Exhibit B**, and specifications approved by the Grantee in writing pursuant to the Permit, **Exhibit A**, the former shall govern.

14. This Conservation Restriction/Easement shall be a burden upon and shall run with the Property, and shall bind Grantor, its heir, successors and assigns, in perpetuity.

15. Grantor shall provide the Grantee telephonic and written notice of any transfer or change in ownership of any portion of the Easement Areas, including but not limited to the name and address of the new owner, and including but not limited to any later-formed condominium association, at least one month prior to the day of the signing of those documents accomplishing the actual transfer or change in ownership.

16. In addition to, and not in limitation of, any other rights of the Grantee hereunder or at law or in equity, if the Grantee determines that a breach, default or violation ("Violation") of this Conservation Restriction/Easement has occurred or that a Violation is threatened, the Grantee shall give written notice to Grantor of such Violation, setting forth the specifics thereof, and demand corrective action sufficient to cure the Violation. If the Grantor fails to cure the Violation after receipt of notice thereof from the Grantee, or under circumstances where the Violation cannot reasonably be cured within a time period dictated by the Grantee, fails to begin curing such Violation within the time period dictated by the Grantee, or fails to continue diligently to cure such Violation until finally cured, the Grantee may bring an action at law or in equity in a court of competent jurisdiction:

    a. To enjoin and/or cure such Violation,

    b. To enter upon the Easement Areas and to take action to terminate and/or cure such Violation and or to cause the restoration of that portion of the Easement Areas affected by such Violation to the condition that existed prior thereto, or

    c. To seek or enforce such other legal and/or equitable relief or remedies as the Grantee deems necessary or desirable to ensure compliance with the terms, conditions, covenants, obligations and purpose of this Conservation Restriction/Easement.

17. If the Grantee, in its discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Easement Areas, the Grantee may pursue its remedies under paragraph 16 above without prior notice to Grantor or without waiting for the period provided for cure to expire. The Grantee's rights under this paragraph shall apply equally in the event of either actual or threatened Violations of the terms of this Conservation Restriction/Easement. Grantor agrees that the Grantee's remedies at law for any Violation of the terms of this Conservation Restriction/Easement are inadequate and that the Grantee shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which the Grantee may be entitled, including specific performance. The above language shall in no event be interpreted to derogate or diminish the Grantee's rights and powers under the laws of the State of New Jersey for the protection of public health, safety and welfare.

18. Enforcement of the terms of this Conservation Restriction/Easement shall be at the discretion of the Grantee and any forbearance by the Grantee to exercise its rights under this Conservation Restriction/Easement in the event of any Violation by Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent Violation or of any of the Grantee's rights under this

Conservation Restriction/Easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any Violation by Grantor shall impair such right or remedy or be construed as a waiver of such right or remedy.

19. Grantor agrees to reimburse the Grantee for any costs incurred by the Grantee in enforcing the terms of this Conservation Restriction/Easement against Grantor, and including, without limitation, the reasonable costs of suit and attorneys' fees.

20. The Grantee reserves the right to transfer, assign, or otherwise convey the Conservation Restriction/Easement to any other entity or person to facilitate the operation of and/or public use and enjoyment of the Easement Areas, provided it is in accordance with N.J.S.A. 13:8B-1 et seq

21. Any notice, demand, request, consent, approval or communication under this Conservation Restriction/Easement shall be sent by certified mail, return receipt requested or reliable overnight courier, addressed as follows:

To Grantor:

To the Grantee:

State of New Jersey
Department of Environment Protection
Division of Land Use Regulation
501 East State Street
Mail Code 501-02A
P.O. Box 420
Trenton, NJ 08625-0420
Attention: Director, Division of Land Use Regulation
(609) 984-3444

In addition, any notice relating to paragraph 15 shall be addressed as follows:

To the Department:

State of New Jersey
Department of Environmental Protection
Coastal & Land Use Compliance & Enforcement
401 East State Street
Mail Code 401-04C
P.O. Box 420
Trenton, NJ 08625-0420

Attention: Manager, Coastal & Land Use Compliance & Enforcement
(609) 292-1240

22. A party may change the address or person to whom notices to it are required to be given by notice given in the manner above provided.

23. Taxes, Insurance.

a. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Areas. Grantor shall keep the Easement Areas free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

b. The Grantor agrees to pay any real estate taxes or other assessments levied on the Easement Areas. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien against the land is created, the Grantee, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Easement Areas, or to take such other actions as may be necessary to protect the Grantee's interest in the Easement Areas and to assure the continued enforceability of this Conservation Restriction/Easement.

24. Miscellaneous.

a. The laws of the State of New Jersey shall govern the interpretation and performance of this Conservation Restriction/Easement.

b. If any provision of this Conservation Restriction/Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Restriction/Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

c. This Conservation Restriction/Easement and the Permit along with the approved plans set forth the entire agreement of the parties with respect to the Conservation Restriction/Easement and supersede all prior discussions, negotiations, understandings or agreements relating to the easement, all of which are merged herein. No alteration or variation of this Conservation Restriction/Easement shall be valid or binding unless contained in writing executed and recorded by the parties hereto.

d. Should there be more than one Grantor, the obligations imposed by this Conservation Restriction/Easement upon each Grantor shall be joint and several.

e. The covenants, terms, conditions and restrictions of this Conservation Restriction/Easement shall be binding upon, and inure to the benefit of, the parties hereto and all parties having or acquiring any right, title or interest in any portion of the Property, including holders of subdivision deeds, and shall continue as a servitude running in perpetuity with the Property.

f. The captions in this Conservation Restriction/Easement have been inserted solely for convenience of reference and are not a part of this Conservation Restriction/Easement and shall have no effect upon construction or interpretation.

g. Execution of this Conservation Restriction/Easement does not constitute a waiver of the rights or ownership interest of the State of New Jersey in the property or under the Public Trust Doctrine.

h. This Conservation Restriction/Easement shall be construed as if it were drafted by both parties. Both parties waive all statutory and common law presumptions which might otherwise serve to have the instrument construed in favor of, or against, either party as the drafter hereof.

i. This Conservation Restriction/Easement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument.

25. The Grantor reserves unto itself the right to undertake de minimis modifications of the Easement Area that are approved in advance and in writing by the Grantee. The Grantee may approve the modification under the following conditions and with the following documentation:

a. The modification results in an increased level of protection of the regulated resource; or

b. The modification results in equivalent areas of resources protected; and

c. The modification does not compromise the original protected resource.

26. If the Grantee approves the Grantor's proposed modification, the Grantor shall amend this instrument by preparing and submitting to the Grantee for prior review and approval:

a. A revised Plan and legal description (metes and bounds) for the area to be preserved under the modified Conservation Restriction/Easement (hereinafter the "Modification Documents)"; and

b. An Amended Conservation Restriction/Easement that reflects the modifications to this original Conservation Restriction/Easement, the justification for the modification and that also includes the deed book and page of the title deed for the property or properties subject to the modified Conservation Restriction/Easement set forth in the Modification Documents.

27. The Grantor shall record the documents listed in paragraph 26, above, in the same manner and place as this original Conservation Restriction/Easement was recorded.

28. This Grant of Conservation Restriction/Easement may only be removed pursuant to N.J.S.A. 13:8B-1 et seq.

29. The Grantor reserves unto itself the right to abandon the project entitled _____,Permit File Number _____ (the "Project" as depicted and described in Exhibits B and C respectively), whereupon the Grantee shall execute an appropriate release of this Conservation Restriction/Easement without the need for a public hearing that might otherwise be required under N.J.S.A. 13:8B-1 et seq. Abandonment of the approved Project shall include a relinquishment of the Project's associated permits and any and all rights thereto. The right to this release of the Conservation Restriction/Easement may only be undertaken prior to any site disturbance, pre-construction earth movement or construction within any regulated land or water areas governed by this instrument. Any such release shall be effectuated by the recordation of a Release of Conservation Restriction/Easement which has been duly executed by Grantor and Grantee.

TO HAVE AND TO HOLD unto the State of New Jersey, Department of Environmental Protection, its successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this Conservation Restriction/Easement shall not only be binding upon the Grantor but also its agents, personal representatives, assigns and all other successors to it in interest, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the Grantor has set its hand and seal on the day and year first above written, and directs that this instrument be recorded in the office of the _____County Clerk.

_____ (Grantor)

_____ (signature names and title)

ATTEST:

_____
, Secretary

(Seal)

STATE OF _____
COUNTY OF _____

Be it remembered that on this ____ day of _____, 20__, before me, the subscriber, a Notary Public of New Jersey, personally appeared: _____ _____, and he thereupon acknowledged that he signed the foregoing instrument (*in such capacity, that the seal affixed to said instrument is the corporate seal of said corporation*), and that said instrument is the voluntary act of deed of said person (*or corporation, made by virtue of authority from its Board of Directors*).

_____ _____

_____ _____

A Notary Public of _____

My Commission Expires: _____

Attachments required: NJDEP Approved Permit
NJDEP Approved Plan
Legal Description of Restricted Area (metes and bounds)

Maintenance Plan

EXHIBIT A
PERMIT NO. _____

EXHIBIT B
EASEMENT AREA PLAN

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

EXHIBIT D
MAINTENANCE PLAN

1. Grantor agrees to maintain the Easement Areas at Grantor's expense.

2. Parking spaces reserved for the public cannot be removed without prior written approval by the Department.

3. "Maintenance" includes:

   a. Removal of snow, ice, leaves, litter, debris, graffiti, and unauthorized signage from the Easement Areas,

   b. Regular emptying of trash receptacles,

   c. Maintaining the surface of the Easement Areas and the area underneath in good repair, reconstruction of any portion of the Easement Areas that may be necessary due to deterioration or destruction of the Easement Areas due to any cause including but not limited to wear and tear, fire, storm, subsidence or flood,

   d. Maintenance and regular cleaning of drainage basins, grates or any other structure that may be designed to receive surface water runoff from the Easement Areas, maintenance of any lighting fixtures, trash receptacles and benches appearing on the final plans approved by the Department in

writing pursuant to Permit No. _____ or any permit subsequently issued by the Department regulating the Property, and any other action consistent with these obligations which is necessary to effectuate permanent and convenient public access to the Easement Areas.

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

ORDINANCE NO. Ord. 17-065
TITLE: 3.A MAY 24 2017 4.A JUN 14 2017

Ordinance to authorize the exchange of city property for state property to realign Jersey Avenue South of Mill Creek and to execute Conservation Easements required by New Jersey Department of Environmental Protection in connection with the Hudson River Waterfront Walkway.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 24 2017 6-3

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA		✓	
GADSDEN	✓			OSBORNE		✓		WATTERMAN	✓		
BOGGIANO		✓		ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 14 2017 9-0

Councilperson RIVERA moved, seconded by Councilperson WATTERMAN to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 14 2017 7-2

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE		✓		WATTERMAN		✓	
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 24 2017

Adopted on second and final reading after hearing on JUN 14 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 14 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 14 2017

APPROVED:

Steven M. Fulop, Mayor

Date JUN 16 2017

Date to Mayor JUN 15 2017

City Clerk File No. Ord. 17-066

Agenda No. 3.B 1st Reading

Agenda No. 4.B 2nd Reading & Final Passage

ORDINANCE
OF
JERSEY CITY, N.J.

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

CITY ORDINANCE 17-066

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR SUPERVISING PUBLIC SAFETY TELECOMMUNICATOR

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

A. The following supplements to Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code are adopted:

Labor Grade	**Title**
*	Supervising Public Safety Telecommunicator

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

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

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

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

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

**Pursuant to N.J.S.A. 40:69A-43a.*

NR/he
5/11/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR (Supervising Public Safety Telecommunicator)

Initiator

Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Director of Human Resources
Phone/email	(201) 547-5217	nancyr@jcnj.org

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

Resolution Purpose

To establish a New Title for Roseann Manto in accordance with New Jersey Department of Civil Services Commission Rules and Regulations.

I certify that all the facts presented herein are accurate.

Signature of Department Director **Date** 5/10/17

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

STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O._____ _____, 2017

EXECUTIVE ORDER OF THE MAYOR
OF THE
CITY OF JERSEY CITY

CLASSIFIED POSITIONS FOR CITY EMPLOYEES

Pursuant to the Faulkner Act, N.J.S.A. 40:69A-48, as amended by L.1985, c.374, the Mayor is now authorized to set the salaries, wages or other compensation of all employees of administrative departments except department directors and employees whose salaries are required to be set by ordinance.

Pursuant to this authorization, I issue the following Executive Order establishing guidelines for salaries and wages of those employees whose salaries are set by the Mayor:

Labor Grade	Title
27	Supervising Public Safety Telecommunicator

This order shall take effect immediately.

Very truly yours,

STEVEN M. FULOP, MAYOR

SMF/he

cc: Robert J. Kakoleski, Business Administrator
Jeremy Farrell, Corporation Counsel
Robert Byrne, City Clerk
Donna Mauer, Chief Financial Officer
Nancy Ramos, Personnel Director

Ordinance/Resolution Fact Sheet

This summary sheet is to be attached to the front of any ordinance, resolution, cooperation agreement, or contract that is submitted for Council consideration. Incomplete or sketch summary sheets will be returned with the resolution or ordinance. The Department, Division, or Agency responsible for the overall implementation of the proposed project or program should provide a concise and accurate state of facts.

Full Title of Ordinance/Resolution/Cooperation Agreement:
Supervisor Public Safety Telecommunicator

Name & Title of Person Initiating Ordinance/Resolution, Etc.:
Nancy Ramos, Human Resources Director

Concise Description of the Program, Project, or Plan Proposed in the Ordinance:

Reasons for the Proposed Program, Project, Etc.:
Roseann Manto

Anticipated Benefits to the Community:

Cost of Program, Project, Etc.:(Indicate the dollar amount of City, State, Federal funds to be used as well as match and in-kind contributions.)

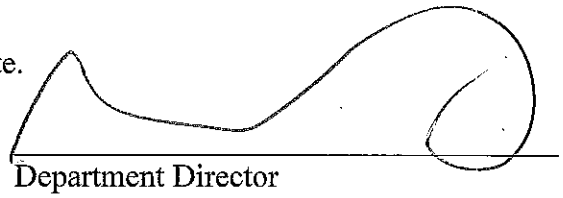
Date Proposed Program or Project will Commence:
Anticipated Completion Date:

Person Responsible for Coordinating Proposed Program, Project Etc.:

Additional Comments:
Union Affiliation - Jersey City Supervisor's Association Labor Grade 27

I Certify That All Facts Present Herein Are Accurate.

5/10/17
Date


Department Director

Date Submitted to Law Department

New Title

Title: *Supervising Public Safety Telecommunicator*

Department: *Public Safety*

Division: *Police*

Labor Grade: *27*

Min. *$ 17,500* ***Max.*** *$59,565*

Union: *JCSA*

Roseann Manto
300 Schuylerd Avenue (Unit #2)
Kearney, New Jersey 07032

Salary: $59,400.00

RECEIVED
2017 MAY 10 PM 3:55
CITY OF JERSEY CITY
LAW DEPARTMENT

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

ORDINANCE NO. Ord. 17-066
TITLE: 3.B MAY 24 2017 4.B JUN 14 2017

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code to create a new classified position for Supervising Public Safety Telecommunicator.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 24 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 14 2017 9-0

Councilperson LAVARRO moved, seconded by Councilperson OSBORNE to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 14 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 24 2017

Adopted on second and final reading after hearing on JUN 14 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 14 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 14 2017

APPROVED:

Steven M. Fulop, Mayor

Date JUN 16 2017

Date to Mayor JUN 15 2017

Ord. 17-067

4.C

Ordinance Replacement Cover Sheet

Submitted By	John J. Hallanan III, Assistant Corporation Counsel
Department	Law
Date Submitted	June 7, 2017
Pls. note Revisions and Page Number	**School Board Contribution** (All changes are *italicized*) **Ordinances 17.067:** Point #6, bottom of page 1; Point #6, middle of page 2; Point #6, top of page 3. These changes all refer the School Board contribution pursuant to the Mayor's Executive Order. The changes made here serve to clarify that the contribution to the School Board shall come out of the City's Annual Service Charge and **shall not** be an additional charge over and above the Annual Service Charge. **Annual Service Charge** (All changes are *italicized*) Also updated is the Annual Service Charge which reflects the higher estimation identified by the Tax Office ($120,241) as opposed to the more conservative estimation put forth by the Entity ($103,607). **Ordinances 17.067:** Points #1,2 & 5, bottom of page 1; Point #1, top of page 2; B2, bottom of page 2, top of page 3. **These are not deemed substantial changes and do not require re-advertisement of the Ordinance.**

City Clerk File No. Ord. 17-067

Agenda No. 3.C 1st Reading

Agenda No. 4.C 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 17-067

TITLE: **ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MULTI-SITE MIXED INCOME RENTAL PROJECT TO BE CONSTRUCTED BY OCEAN MLK URBAN RENEWAL ASSOCIATES, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.,**

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

WHEREAS, Ocean MLK Urban Renewal Associates, LP, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the owner of certain properties designated as Block 21201, Lot 9.01; Block 22602, Lot 8.01; Block 21102, Lot 44.01; Block 21101, Lot 34.01; and Block 21201, Lot 1, on the City's Official Tax map, and to be known as 787 Ocean Avenue; 4 Orient Avenue; 61 Virginia Avenue; 421 MLK Drive; and 3 Virginia Avenue, respectively, and more specifically described by metes and bounds, in the application (Property); and

WHEREAS, the Property is located within the Jackson Hill Redevelopment Plan Area, as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g); and

WHEREAS, by an application dated February 1, 2017, the Entity applied for a 30 Year long term tax exemption to construct a mixed use rental project consisting of five (5) buildings at five (5) different locations, consisting of three (3) four-story buildings and two (2) five-story buildings, which will consist of 99 residential rental units with fifty-four (54) set aside for low and moderate income households and forty-five (45) market rate units. Three buildings will have retail/commercial space and only two (2) buildings will have parking with a grand total of twenty-four (24) parking spaces (Project); and

WHEREAS, the Project received site plan approval from the Planning Board on January 24, 2017; and

WHEREAS, Ocean MLK Urban Renewal Associates, LP, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 6.28% of the Annual Gross Revenue for the affordable units and 10% of all other Annual Gross Revenue, which sum is initially estimated to be *$120,241*; and which shall be subject to statutory staged increases over the term of the tax exemption; and

2. pay an annual sum equal to 2% of each prior year's Annual Service Charge as an Administrative Fee initially estimated at *$2,405*; and

3. pay the non-accrued excess profit, if any, to the City each year;

4. provide employment and other economic opportunities for City residents and businesses;

5. pay to City for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge or *$6,012*;

6. *the City will share 10% of the Annual Service Charge or $12,024 with the Board of Education.*

7. the Entity will reach the threshold that exempts the project from the requirement of an Affordable Housing Trust Fund contribution; and

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MULTI-SITE MIXED INCOME RENTAL PROJECT TO BE CONSTRUCTED BY OCEAN MLK URBAN RENEWAL ASSOCIATES, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.,

8. execute a Project Employment & Contracting Agreement; and

WHEREAS, the City hereby determines that the relative benefits of the project outweigh the cost of the tax exemption, for the following reasons:

1. the current real estate taxes generate revenue of only $4,482, whereas, the Annual Service Charge as estimated, will initially generate revenue of approximately *$120,241* to the City and an additional sum of approximately *$6,012* to Hudson County;

2. the Project will create approximately 70-80 jobs during construction and 12 new permanent jobs;

3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;

4. the Project will further the overall redevelopment objectives of the Jackson Hill Redevelopment Plan;

5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

6. *the City will share 10% of the Annual Service Charge or $12,024 with the Board of Education.*

WHEREAS, the City hereby determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of probable occupants for the following reasons:

1. the relative stability and predictability of the Annual Service Charges will make the Project more attractive to investors needed to finance the Project;

2. the relative stability and predictability of the Annual Service Charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract tenants to the Project and insure the likelihood of the success of the Project; and

WHEREAS, Ocean MLK Urban Renewal Associates, LP, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

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

A. The application of Ocean MLK Urban Renewal Associates, LP, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Property designated as Block 21201, Lot 9.01; Block 22602, Lot 8.01; Block 21102, Lot 44.01; Block 21101, Lot 34.01; and Block 21201, Lot 1, and to be known as 787 Ocean Avenue; 4 Orient Avenue; 61 Virginia Avenue; 421 MLK Drive; and 3 Virginia Avenue, respectively, more specifically described by metes and bounds in the application, is hereby approved.

B. The Mayor or Business Administrator is hereby authorized to execute a tax exemption Financial Agreement. The Financial Agreement shall include at a minimum the following terms and conditions:

1. Term: the earlier of 35 years from the adoption of the within Ordinance or 30 years from the date the project is Substantially Complete;

2. Annual Service Charge: each year the greater of:

   (a) the Minimum Annual Service Charge equal to *$120,241* upon Project Completion, whether or not the Project is occupied; or

   (b) 6.28% of the Annual Gross Revenue for the affordable units and 10% of all other Annual Gross Revenue, which initial sum is estimated to be *$120,241*, and which shall be subject to statutory increases during the term of the tax exemption.

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MULTI-SITE MIXED INCOME RENTAL PROJECT TO BE CONSTRUCTED BY OCEAN MLK URBAN RENEWAL ASSOCIATES, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.,

3. Non-accrued annual excess profit, if any;

4. Administrative Fee: 2% of the prior year's Annual Service Charge or *$2,405*;

5. County Payment: an additional 5% of the Annual Service Charge for remittance by the City to Hudson County or *$6,012*;

6. *Board of Education Payment: the City will share 10% of the Annual Service Charge or $12,024 with the Board of Education;*

7. The Entity will reach the threshold that exempts the project from the requirement of an Affordable Housing Trust Fund contribution;

8. Staged Adjustments:

   (a) Stage One: years 1-15;

   (b) Stage Two: years 16-17;

   (c) Stage Three: years 18-20;

   (d) Stage Four: years 21-21;

   (e) Final Stage: Beginning on the 1st day of the 22nd year through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due.

9. Project Employment & Contracting Agreement: an obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;

10. Project Labor Agreement: Entity certified that its construction costs are less than $25 million. In the event a construction cost audit or report indicates construction costs of more than $25 million, then the Entity shall execute a Project Labor Agreement and be required to pay the damages as set forth in Section 304-37(3) of the Municipal Code.

11. The actual date of execution of the tax exemption agreement shall not affect, alter or amend the Entity's obligation to make payments according to the intervals set forth in Section 304-28 of the Municipal Code and the tax exemption agreement. Should the Entity fail to make timely payments, interest shall begin to accrue at the rate set forth in the financial agreement.

12. The Financial Agreement shall be executed by the Entity no later than 90 days following adoption of the within Ordinance. Failure to comply shall result in a repeal of the herein Ordinance and the tax exemption will be voided unless otherwise extended by the City.

13. The Ordinance will be rescinded if the closing of the sale of the property and transfer of title from the seller to the Entity does not take place within ninety (90) days of the date of adoption of the herein Ordinance, unless otherwise extended by the City.

14. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project is: 1) commenced within two (2) years; 2) Substantially Complete within five (5) years of the adoption of the within Ordinance.

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Chief Financial Officer of the county and to the County Counsel, for information purposes, within ten (10) calendar days following the later of the effective date of an ordinance following its final adoption by the governing body approving the tax exemption or the execution of the financial agreement by the urban renewal entity.

D. The application is on file with the office of the City Clerk. The Financial Agreement and Project Employment and Contracting Agreement shall be in substantially the form on file in the Office of the City Clerk, subject to such modification as the Business Administrator or Corporation Counsel deems appropriate or necessary.

ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A MULTI-SITE MIXED INCOME RENTAL PROJECT TO BE CONSTRUCTED BY OCEAN MLK URBAN RENEWAL ASSOCIATES, LP, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.,

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

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

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

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

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

JJH/he
6/09/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐
Not Required ☐

SERVICE CHARGE VS CONVENTIONAL

**ASSUMING 77.01 TAX RATE WITH 2% ANNUAL INCREASE*

OCEAN MLK UR

BLOCK *various*

LOT *various*

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS

LAND	1,366,500	COUNTY	5%
BLDG	3,243,400	ADMIN	2%
TOTAL	4,609,900	SCHOOL	10%

EXISTING ASSESSMENT 232,600

PROJECTED SERVICE CHARGE (1ST YEAR) 120,241

YEAR	ASC w/ Phase-In Less Land Tax Credit & School Portion	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Incease & Phase-In	County	Admin	School	Estimated Conventional Taxes On NEW Assessment	Staged Adj Rate	Conventional Taxes at 51% (Estimated)	Current Taxes On EXISTING Assessment	Land Tax
1	2,983	120,241	120,241	6,012	2,405	12,024	355,008		181,054	17,913	105,234
2	3,042	122,646	122,646	6,132	2,453	12,265	362,109		184,675	18,271	107,339
3	3,103	125,099	125,099	6,255	2,502	12,510	369,351		188,369	18,636	109,486
4	3,165	127,601	127,601	6,380	2,552	12,760	376,738		192,136	19,009	111,675
5	3,229	130,153	130,153	6,508	2,603	13,015	384,273		195,979	19,389	113,909
6	3,293	132,756	132,756	6,638	2,655	13,276	391,958		199,899	19,777	116,187
7	3,359	135,411	135,411	6,771	2,708	13,541	399,797		203,897	20,172	118,511
8	3,426	138,119	138,119	6,906	2,762	13,812	407,793		207,974	20,576	120,881
9	3,495	140,881	140,881	7,044	2,818	14,088	415,949		212,134	20,987	123,299
10	3,565	143,699	143,699	7,185	2,874	14,370	424,268		216,377	21,407	125,765
11	3,636	146,573	146,573	7,329	2,931	14,657	432,753		220,704	21,835	128,280
12	3,709	149,505	149,505	7,475	2,990	14,950	441,408		225,118	22,272	130,845
13	3,783	152,495	152,495	7,625	3,050	15,249	450,236		229,621	22,717	133,462
14	3,858	155,545	155,545	7,777	3,111	15,554	459,241		234,213	23,172	136,132
15	3,936	158,655	158,655	7,933	3,173	15,866	468,426		238,897	23,635	138,854
16	4,014	161,829	161,829	8,091	3,237	16,183	477,795	*20%*	243,675	24,108	141,631
17	4,095	165,065	165,065	8,253	3,301	16,507	487,350	*20%*	248,549	24,590	144,464
18	31,602	168,366	198,839	9,942	3,977	19,884	497,097	*40%*	253,520	25,082	147,353
19	32,234	171,734	202,816	10,141	4,056	20,282	507,039	*40%*	258,590	25,583	150,300
20	32,879	175,168	206,872	10,344	4,137	20,687	517,180	*40%*	263,762	26,095	153,306
21	128,490	178,672	316,514	15,826	6,330	31,651	527,524	*60%*	269,037	26,617	156,372
22	227,914	182,245	430,459	21,523	8,609	43,046	538,074	*80%*	274,418	27,149	159,500
23	232,472	185,890	439,069	21,953	8,781	43,907	548,836	*80%*	279,906	27,692	162,690
24	237,121	189,608	447,850	22,392	8,957	44,785	559,812	*80%*	285,504	28,246	165,944
25	241,864	193,400	456,807	22,840	9,136	45,681	571,009	*80%*	291,214	28,811	169,263
26	246,701	197,268	465,943	23,297	9,319	46,594	582,429	*80%*	297,039	29,387	172,648
27	251,635	201,213	475,262	23,763	9,505	47,526	594,077	*80%*	302,980	29,975	176,101
28	256,668	205,238	484,767	24,238	9,695	48,477	605,959	*80%*	309,039	30,575	179,623
29	261,801	209,342	494,463	24,723	9,889	49,446	618,078	*80%*	315,220	31,186	183,215
30	267,037	213,529	504,352	25,218	10,087	50,435	630,440	*80%*	321,524	31,810	186,880
TOTAL	2,508,108	4,877,946	7,530,284	376,514	150,606	753,028	14,402,009		7,345,025	726,677	4,269,148

ASC phase-in reflects annual 2% increase in conventional taxes AND Gross Rents
Projected figures subject to rounding discrepancies

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

ORDINANCE NO. Ord. 17-067
TITLE: 3.C MAY 24 2017 4.C JUN 14 2017

Ordinance approving a 30 year tax exemption for a multi-site mixed income rental project to be constructed by Ocean Martin Luther King Urban Renewal Associates, LP, an Urban Renewal Entity, pursuant to the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 24 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 14 2017 9-0

Councilperson RIVERA moved, seconded by Councilperson WATTERMAN to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
UCHE AKPA
CANDICE JOHNSON
GLEN PECK
CHESTER ROTHMAN
ELLEN SIMON
LAVERN WASHINGTON
MIKE KULOWSKI
CHARLIE BORDEAUX

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 14 2017 7-1-1

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	ABSTAIN			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 24 2017

Adopted on second and final reading after hearing on JUN 14 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 14 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 14 2017

APPROVED:

Steven M. Fulop, Mayor

Date JUN 16 2017

Date to Mayor JUN 15 2017

TIER 5A - FINANCIAL AGREEMENT (UP TO 30 YEAR)
Rev. 6/06/17
Long Term Tax Exemption
N.J.S.A. 40A:20-1, et seq.
(Affordable Housing)

Re: To be known as 787 Ocean Avenue; 4 Orient Avenue; 61 Virginia Avenue; 421 MLK Drive; and 3 Virginia Avenue
Block 21201, Lot 9.01; Block 22602, Lot 8.01; Block 21102, Lot 44.01; Block 21101, Lot 34.01; and Block 21201, Lot 1, respectively
Jackson Hill Redevelopment Plan

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the _____day of___, 2017, by and between **OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.,** an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 77 Park Street, Montclair, NJ 07042 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Owner of certain properties designated as Block 21201, Lot 9.01; Block 22602, Lot 8.01; Block 21102, Lot 44.01; Block 21101, Lot 34.01; and Block 21201, Lot 1, to be known by the street addresses of 787 Ocean Avenue; 4 Orient Avenue; 61 Virginia Avenue; 421 MLK Drive; and 3 Virginia Avenue, respectively, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement;

WHEREAS, this property is located within the boundaries of the Jackson Hill Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a mixed use rental project consisting of five (5) buildings at five (5) different locations, consisting of three (3) four-story buildings and two (2) five-story buildings, which will consist of 99 residential rental units with fifty-four (54) set

aside for low and moderate income households and forty-five (45) market rate units. Three buildings will have retail/commercial space and only two (2) buildings will have parking with a grand total of twenty-four (24) parking spaces; [Project]; and

WHEREAS, on January 24, 2017, the Project received site plan approval from the Planning Board; and

WHEREAS, on February 1, 2017, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance_____ on _____, 2017, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

A. Relative Benefits of the Project when compared to the costs:

1. the current real estate tax generates revenue of only $4,482, whereas, the Annual Service charge as estimated, will generate revenue to the City of approximately *$120,241*;

2. the Entity will reach the threshold that exempts the project from the requirement of an Affordable Housing Trust Fund contribution;

3. *the City will share 10% of the Annual Service Charge the City receives, or $12,024 with the Board of Education;*

4. it is expected that the Project will create approximately 70-80 new construction jobs and 12 new permanent full time jobs;

5. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;

6. the Project will further the objectives of the Jackson Hill Redevelopment Plan, and will include the development of vacant property;

7. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

B. Assessment of the Importance of the Tax Exemption in obtaining development of the project and influencing the locational decisions of probable occupants:

1. the relative stability and predictability of the annual service charges will

make the Project more attractive to investors and lenders needed to finance the Project; and

2. the relative stability and predictability of the service charges will allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and

3. have a positive impact on the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, it is mutually covenanted and agreed as follows:

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2015-007, Executive Order of the Mayor 2017-007, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance _____ , which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, the following terms shall have the following meanings:

i. Allowable Net Profit- The amount arrived at by applying, on a non-accrual basis, the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).

ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per

annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are incorporated herein by reference.

iii. Annual Gross Revenue Any and all revenue derived from or generated by the Project of whatever kind or amount, whether received as rent from any tenants or income or fees from third parties, including but not limited to fees or income paid or received for parking, or as user fees or for any other services. No deductions will be allowed for operating or maintenance costs, including, but not limited to gas, electric, water and sewer, other utilities, garbage removal and insurance charges, whether paid for by the landlord, tenant or a third party.

iv. Annual Service Charge - The amount the Entity has agreed to pay the City each year for municipal services supplied to the Project, which sum is in lieu of any taxes on the Improvements, pursuant to N.J.S.A. 40A:20-12. It shall include an annual payment for all annual excess profit.

v. Auditor's Report - A complete annual financial statement outlining the financial status of the Project, which shall also include a certification of Total Project Cost and clear computation of the annual non-accrued Net Profit and annual Excess Profit due to the City, if any. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in stockholders' equity, a statement of cash flows, descriptions of accounting policies, notes to financial statements and appropriate schedules and explanatory material results of operations, cash flows and any other items required by Law. The Auditor's Report shall be certified as to its conformance with such principles by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

vi. Certificate of Occupancy - A document, whether temporary or permanent, issued by the City authorizing occupancy of a building, in whole or in part, pursuant to N.J.S.A. 52:27D-133.

vii. Debt Service - The amount required to make annual payments of principal and interest or the equivalent thereof on any construction mortgage, permanent mortgage or other financing including returns on institutional equity financing and market rate related party debt

for the Project for a period equal to the term of this Agreement.

viii. Default - Shall be a breach of or the failure of the Entity to perform any obligation imposed upon the Entity by the terms of this Agreement, or under the Law, beyond any applicable grace or cure periods.

ix. Entity - The term Entity within this Agreement shall mean Ocean MLK Urban Renewal Associates, LP, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

x. Improvements or Project - Any building, structure or fixture permanently affixed to the land and to be constructed and tax exempted under this Agreement.

xi. In Rem Tax Foreclosure or Tax Foreclosure - A summary proceeding by which the City may enforce a lien for taxes due and owing by tax sale, under N.J.S.A. 54:5-1 to 54:5-129 et seq.

xii. Land Taxes - The amount of taxes assessed on the value of land, on which the project is located and, if applicable, taxes on any pre-existing improvements. Land Taxes are not exempt; however, Land Taxes are applied as a credit against the Annual Service Charge.

xiii. Land Tax Payments - Payments made on the quarterly due dates, including approved grace periods if any, for Land Taxes as determined by the Tax Assessor and the Tax Collector.

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 2015-007, relating to long term tax exemption, as it may be supplemented; Executive Order of the Mayor 2017-007, relating to sharing ten percent (10%) of the Service Charge received from long term tax exemptions with the School Board, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance _____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be (a) until Substantial Completion the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to

taxation, which amount the parties agree is $4,482; and (b) upon Substantial Completion, the sum of *$120,241* per year, which sum is equal to the estimated Annual Service Charge.

Following Substantial Completion, the Minimum Annual Service Charge set forth in subsection (b) shall be paid in each year in which the Annual Service Charge, calculated pursuant to N.J.S.A. 40A:20-12 or this Agreement, would be less than the Minimum Annual Service Charge.

xvi. Net Profit - The Annual Gross Revenues of the Entity less all annual operating and non-operating expenses of the Entity, all determined in accordance with generally accepted accounting principles, but:

(1) there shall be included in expenses: (a) all Annual Service charges paid pursuant to N.J.S.A. 40A:20-12; (b) all annual payments to the City of excess profits pursuant to N.J.S.A. 40A:20-15 or N.J.S.A. 40A:20-16; (c) an annual amount sufficient to amortize (utilizing the straight line method-equal annual amounts) the Total Project Cost and all capital costs determined in accordance with generally accepted accounting principles, of any other entity whose revenue is included in the computation of excess profits over the term of this agreement; (d) all reasonable annual operating expenses of the Entity and any other entity whose revenue is included in the computation of excess profits including the cost of all management fees, brokerage commissions, insurance premiums, all taxes or service charges paid, legal, accounting, or other professional service fees, utilities, building maintenance costs, building and office supplies and payments into repair or maintenance reserve accounts; (e) all payments of rent including but not limited to ground rent by the Entity; (f) all debt service; and

(2) there shall not be included in expenses either depreciation or obsolescence, interest on debt, except interest which is part of debt service, income taxes or salaries, bonuses or other compensation paid, directly or indirectly to directors, officers and stockholders of the entity, or officers, partners or other persons holding a proprietary ownership interest in the entity.

xvii. Pronouns - He or it shall mean the masculine, feminine or neuter gender, the singular, as well as the plural, as context requires.

xviii. Substantial Completion - The determination by the City that the Project, in whole or in part, is ready for the use intended, which ordinarily shall mean the first date on which the Project receives, or is eligible to receive, any Certificate of Occupancy whether temporary or

permanent for any portion of the Project.

xix. Termination - Any act or omission which by operation of the terms of this Financial Agreement shall cause the Entity to relinquish its tax exemption.

xx. Total Project Cost - The total cost of constructing the Project through the date a Certificate(s) of Occupancy is issued for the entire Project, which categories of cost are set forth in N.J.S.A. 40A:20-3(h). There shall be included from Total Project Cost the actual costs incurred by the Entity and certified by an independent and qualified architect or engineer, which are associated with site remediation and cleanup of environmentally hazardous materials or contaminants in accordance with State or Federal law and any extraordinary costs incurred including the cost of demolishing structures, relocation or removal of public utilities, cost of relocating displaced residents or buildings and the clearing of title. If the Service Charge is a percentage of Total Project Cost, then the Entity agrees that final Total Project Cost shall not be less than its estimated Total Project Cost.

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 21201, Lot 9.01; Block 22602, Lot 8.01; Block 21102, Lot 44.01; Block 21101, Lot 34.01; and Block 21201, Lot 1, to be known by the street addresses of 787 Ocean Avenue; 4 Orient Avenue; 61 Virginia Avenue; 421 MLK Drive; and 3 Virginia Avenue, respectively, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of the Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Office of the State Treasurer or Office of the Hudson County Clerk, all in accordance with N.J.S.A. 40A:20-5.

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a mixed use rental project consisting of five (5) buildings at five (5) different locations, consisting of three (3) four-story buildings and two (2) five-story buildings, which will consist of 99 residential rental units with fifty-four (54) set aside for low and moderate income households and forty-five (45) market rate units. Three buildings will have retail/commercial space and only two (2) buildings will have parking with a grand total of twenty-four (24) parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

The Entity agrees to diligently undertake to commence construction and complete the Project in accordance with the Estimated Construction Schedule, attached hereto as Exhibit 5, and in compliance with any Redevelopment Agreement.

Section 2.5 Ownership, Management and Control

The Entity represents that it is the owner of the property upon which the Project is to be constructed. Upon construction, the Entity represents that the Improvements will be used, managed and controlled for the purposes set forth in this Agreement and any Redevelopment Agreement.

Section 2.6 Financial Plan

The Entity represents that the Improvements shall be financed in accordance with the Financial Plan attached hereto as Exhibit 6. The Plan sets forth a good faith estimate of Total Project Cost, the amortization rate on the Total Project Cost, the source of funds, the interest rates to be paid on construction financing, the source and amount of paid-in capital, and the terms of any mortgage amortization.

Section 2.7 Good Faith Estimate of Initial Sale Prices or Rents

The Entity represents that its good faith projections of the initial sale prices or rents and other revenue to the Project are set forth in Exhibit 7.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 35 years

from the date of the adoption of Ordinance _____ on _____, 2017, which approved the tax exemption or 30 years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law and the Project is restricted to, or occupied by and rented to low and moderate income families at rents affordable to such families.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make the following annual payments to the City for services provided to the Project:

i. City Service Charge: an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge equal to 6.28% of the Annual Gross Revenue for the affordable units and 10% of all other Annual Gross Revenue. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Agreement.

ii. County Service Charge: an amount equal to 5% of the Municipal Annual Service Charge shall be paid to the City and remitted by the City to the County.

iii. Board of Education Payment: the City will share 10% of the Annual Service Charge the City receives, or $12,024.

vi. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax

exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 15th year, the Annual Service Charge shall be 6.28% of Annual Gross Revenue for the affordable units and 10% for the market rate units;

ii. Stage Two: Beginning on the 1st day of the 16th year following Substantial Completion until the last day of the 17th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 18th year following the Substantial Completion until the last day of the 20th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iv. Stage Four: Beginning on the 1st day of the 21st year following Substantial Completion until the last day of the 21st year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 22nd year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit for the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the

Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year. In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as two (2%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Material Conditions

It is expressly agreed and understood that the timely payments of Land Taxes, Minimum Annual Service Charges, Annual Service Charges, including Annual Net Profits and any adjustments thereto, Administrative Fees, Affordable Housing Contributions, and any interest thereon, are Material Conditions of this Agreement.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT / SECTION 3 PROGRAM

Section 5.1 Project Employment and Contracting Agreement

In order to provide City residents and businesses with certain employment and other economic related opportunities, the Entity is subject to the terms and conditions of the Project Employment and Contracting Agreement, attached hereto as Exhibit 8.

Section 5.2 HUD Section 3 - Employment/Training/Business Program

As required for affordable housing rehabilitation and construction grants awarded by the Department of Housing & Urban Development [HUD], the Entity, to the greatest extent feasible, shall file a report with the City with its annual financial statement, demonstrating that it has satisfied the same job training, employment, and contracting opportunities for low- or very-low income residents in connection with the project and its activities in accordance with HUD Section 3 standards [12 USC 1701u; 24 CFR Part 135]. Failure to timely file the report or comply with any of the Section 3 requirements will constitute a material breach of the financial agreement.

Section 5.3 Project Labor Agreement (Projects with construction costs exceeding $25 million)

The Entity shall execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code as it exists or as it may be amended from time to time.

If the construction costs exceed $25 million, then the Entity must execute a Project Labor Agreement as required by Section 304-33 of the Jersey City Municipal Code. The Entity asserts that the construction costs will not exceed $25 million and therefore a Project Labor Agreement (PLA) is not required. Notwithstanding construction costs under $25 million, the Entity must comply with Chapter 304-34(C) of the Municipal Code and provide certification of its construction costs. In the event that the construction costs do exceed the $25 million threshold, the entity shall be required to pay the damages as set forth in Chapter 304-37(3) of the Municipal Code.

Section 5.4 Living Wage Mandate (Projects with construction costs exceeding $25 million)

The Entity also agrees to comply with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All janitors and unarmed security guards employed at the Projects, including by any and all tenants or subtenants of the developer, shall not be paid less than the standard hourly rate of pay and benefits for their respective classifications and shall be provided with paid leave in accordance with the provisions of the Jersey City Municipal Code Section 3-51G(1).

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all Certificates of Occupancy in a timely manner so as to complete construction in accordance with the proposed construction schedule attached hereto as Exhibit 5. The failure to secure the Certificates of Occupancy shall subject the Property to full taxation for the period between the date of Substantial Completion and the date the Certificate of Occupancy is obtained.

Section 6.2 Filing of Certificate of Occupancy

It shall be the primary responsibility of the Entity to forthwith file with both the Tax Assessor and the Tax Collector a copy of each Certificate of Occupancy.

Failure of the Entity to file such issued Certificate of Occupancy as required by the preceding paragraph, shall not militate against any action or non-action, taken by the City, including, if appropriate retroactive billing with interest for any charges determined to be due, in the absence of such filing by the Entity.

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

The Entity agrees to maintain a system of accounting and internal controls established and administered in accordance with generally accepted accounting principles.

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and

to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

B. Total Project Cost Audit: Within ninety (90) days after Substantial Completion of the Project, the Entity shall submit to the Mayor, Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, an audit of Total Project Cost, including but not limited to an audit of actual construction costs as certified by the Project architect.

C. Disclosure Statement: On the anniversary date of the execution of this Agreement, and each and every year thereafter while this agreement is in effect, the Entity shall submit to the Municipal Council, the Tax Collector and the City Clerk, who shall advise those municipal officials required to be advised, a Disclosure Statement listing the persons having an ownership interest in the Project, and the extent of the ownership interest of each and such additional information as the City may request from time to time. All disclosures shall include ownership interests of the individual persons owning any corporate interest in the Entity.

Section 7.3 Inspection/Audit

The Entity shall permit the inspection of its property, equipment, buildings and other facilities of the Project and, if deemed appropriate or necessary, any other related Entity by representatives duly authorized by the City or the NJ Division of Local Government Services in the Department of Community Affairs. It shall also permit, upon request, examination and audit of its books, contracts, records, documents and papers. Such examination or audit shall be made during the reasonable hours of the business day, in the presence of an officer or agent designated by the Entity for any year during which the tax exemption financial agreement was in full force and effect.

All costs incurred by the City to conduct a review of the Entity's audits, including reasonable attorneys' fees if appropriate, shall be billed to the Entity and paid to the City as part of the Entity's Annual Service Charge. Delinquent payments shall accrue interest at the same rate as for a delinquent service charge.

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity shall be subject to a limitation of its profits pursuant to the provisions of N.J.S.A. 40A:20-15.

The Entity shall have the right to establish a reserve against vacancies, unpaid rentals, and reasonable contingencies in an amount equal to five (5%) percent of the Gross Revenue of the Entity for the last full fiscal year preceding the year and may retain such part of the Excess Net Profits as is necessary to eliminate a deficiency in that reserve, as provided in N.J.S.A. 40A:20-15. The reserve is to be non-cumulative, it being intended that no further credits thereto shall be permitted after the reserve shall have attained the allowable level of five (5%) percent of the preceding year's Gross Revenue.

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

Section 8.3 Payment of Reserve/ Excess Net Profit Upon Termination, Expiration or Sale

The date of termination, expiration or sale shall be considered to be the close of the fiscal year of the Entity. Within ninety (90) days after such date, the Entity shall pay to the City the amount of the reserve, if any, maintained by it pursuant to this section and the balance of the Excess Net Profit, if any.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

Any sale or transfer of the Project, shall be void unless approved in advance by Ordinance of the Municipal Council. It is understood and agreed that the City, on written

application by the Entity, will not unreasonably withhold its consent to a sale of the Project and the transfer of this Agreement provided 1) the new Entity does not own any other Project subject to long term tax exemption at the time of transfer; 2) the new Entity is formed and eligible to operate under the Law; 3) the Entity is not then in default of this Agreement or the Law; 4) the Entity's obligations under this Agreement are fully assumed by the new Entity; 5) the Entity pays in full the maximum transfer fee, 2% of the Annual Service Charge, as permitted by N.J.S.A. 40A:20-10(d); and 6) as to projects that are not Substantially Complete, the Entity is comprised of principals possessing substantially the same or better financial qualifications and credit worthiness as the Entity.

Nothing herein shall prohibit any transfer of the ownership interest in the Entity itself provided that the transfer, if greater than 10%, is disclosed to the City in the annual disclosure statement or in correspondence sent to the City in advance of the filing of the annual disclosure statement.

Section 9.2 Transfer Application Fee

Where the consent or approval of the City is sought for approval of a change in ownership or sale or transfer of the Project, the Entity shall be required to pay to the City a new tax exemption application fee for the legal and administrative services of the City, as it relates to the review, preparation and/or submission of documents to the Municipal Council for appropriate action on the requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

During the term of this Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Agreement shall not only be terminable as provided by N.J.S.A. 40A:20-1, et seq., as amended and supplemented, but also by a Default under this Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-

005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

Default shall be failure of the Entity to conform with the terms of this Agreement or failure of the Entity to perform any obligation imposed by the Law, beyond any applicable notice, cure or grace period.

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have sixty (60) days, from receipt of the Default Notice, to cure any Default which shall be the sole and exclusive remedy available to the Entity. However, if, in the reasonable opinion of the City, the Default cannot be cured within sixty (60) days using reasonable diligence, the City will extend the time to cure.

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, or a sale of the Project occurs without the consent of the City, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. In order to secure the full and timely payment of the Annual Service Charge, the City on its own behalf, or on behalf of the Trustee, reserves the right to prosecute an In Rem Tax Foreclosure action against the Project Area in accordance with Applicable Law, as more fully set forth in this Financial Agreement.

In addition, the City may declare a Default and terminate this Agreement. Any default

arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Affordable Housing Contribution, or the Annual Service Charges shall not be subject to the default procedural remedies as provided herein, but shall allow the City to proceed immediately to terminate the Agreement as provided herein. All of the remedies provided in this Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No termination of any provision of this Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Affordable Housing Contribution or Administrative Fees. This right shall apply to arrearages that are due and owing at the time or which, under the terms hereof, would in the future become due as if there had been no termination. Further, the bringing of any action for Land Taxes, the Minimum Annual Service Charge, the Annual Service Charge, Affordable Housing Contribution, Administrative Fees, or for breach of covenant or the resort to any other remedy herein provided for the recovery of Land Taxes shall not be construed as a waiver of the rights to terminate the tax exemption or proceed with a tax sale or Tax Foreclosure action or any other specified remedy.

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

In the event the Entity fails to cure or remedy the Default within the time period provided in Section 11.2, the City may terminate this Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

Section 12.2 Voluntary Termination by the Entity

The Entity may notify the City that it will relinquish its status as a tax exempt Project,

after the expiration of one year from the Substantial Completion of the Project , as of the January 1st of the year next ensuing. The Notice of Voluntary Termination must be received by the City no later than October 1st of the tax year preceding the calendar year in which the termination is to occur. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate. However, under no circumstances will the Entity be entitled to any refund, in whole or in part, of any funds paid to the City to obtain the tax exemption, including but not limited to the Affordable Housing Contribution. In addition, the due date for all Affordable Housing Contribution and any other fees that the Entity agreed to pay under this Agreement, shall be accelerated so that all fees to be paid shall be due on January 1st as a condition precedent of the voluntary termination.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Agreement, the Entity shall provide a final accounting and pay to the City the reserve, if any, pursuant to the provisions of N.J.S.A. 40A:20-13 and 15 as well as any remaining excess Net Profits. For purposes of rendering a final accounting the termination of the Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the

dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

In calculating the amount of the Staged Adjustments that is, taxes otherwise due, pursuant to Section 4.2 and N.J.S.A. 40A:20-12, either party may file an appeal of the conventional assessment to determine the value of land and improvements.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Financial Agreement or otherwise shall constitute a waiver or relinquishment by the City of any rights and remedies, including, without limitation, the right to terminate the Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit the City's right to audit or recover any amount which the City has under law, in equity, or under any provision of this Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this Agreement and/or the provisions of N.J.S.A. 40A:20-1 et seq., the Entity shall indemnify and hold the City harmless against any and all liability, loss, cost, expense (including reasonable attorneys' fees and costs), arising out of this Agreement. In addition, the Entity expressly waives all statutory or common law defenses or legal principles which would defeat the purposes of this indemnification. The Entity also agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the City.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

Any notice required hereunder to be sent by either party to the other shall be sent by certified or registered mail, return receipt requested.

Section 16.2 Sent by City

When sent by the City to the Entity the notice shall be addressed to:

Ocean MLK Urban Renewal Associates, LP
77 Park Street
Montclair, NJ 07042
Attn: Joseph Portelli

unless prior to giving of notice the Entity shall have notified the City in writing otherwise.

In addition, provided the City is sent a formal written notice in accordance with this Agreement, of the name and address of Entity's Mortgagee, the City agrees to provide such Mortgagee with a copy of any notice required to be sent to the Entity.

Section 16.3 Sent by Entity

When sent by the Entity to the City, it shall be addressed to:

City of Jersey City, Office of the City Clerk
City Hall
280 Grove Street
Jersey City, New Jersey 07302,

with copies sent to the Corporation Counsel, the Business Administrator, and the Tax Collector unless prior to the giving of notice, the City shall have notified the Entity otherwise. The notice to the City shall identify the Project to which it relates, (i.e., the Urban Renewal Entity and the Property's Block and Lot number).

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Agreement or the Application, except a Material Condition, shall be judicially declared to be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

If a Material Condition shall be judicially declared to be invalid or unenforceable and provided the Entity is not in Default of this Agreement, the parties shall cooperate with each other to take the actions reasonably required to restore the Agreement in a manner contemplated by the parties and the Law. This shall include, but not be limited to the authorization and re-execution of this Agreement in a form reasonably drafted to effectuate the original intent of the parties and the Law. However, the City shall not be required to restore the Agreement if it would modify a Material Condition, the amount of the periodic adjustments or any other term of this Agreement which would result in any economic reduction or loss to the City.

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey, and without regard to or aid of any presumption or other rule requiring construction against the party drawing or causing this Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

Section 18.2 Conflicts

The parties agree that in the event of a conflict between the Application and the language contained in the Agreement, the Agreement shall govern and prevail. In the event of conflict between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Agreement. This Agreement, the Ordinance authorizing the Agreement, and the Application constitute the entire Agreement between the parties and there shall be no modifications thereto other than by a written instrument approved and executed by both parties and delivered to each party.

Section 18.4 Entire Document

This Agreement and all conditions in the Ordinance of the Municipal Council approving this Agreement are incorporated in this Agreement and made a part hereof.

Section 18.5 Good Faith

In their dealings with each other, utmost good faith is required from the Entity and the

City.

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

The following Exhibits are attached hereto and incorporated herein as if set forth at length herein:

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Good Faith Estimate of Initial Rents;
8. Project Employment and Contracting Agreement;
9. Architect's Certification of Actual Construction Costs.
10. Entity's Deed.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESS:

OCEAN MLK URBAN RENEWAL ASSOCIATES, LP

_____ _____

ATTEST:

CITY OF JERSEY CITY

_____ _____

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

UPDATED TO INCLUDE REVENUE SHARING WITH BOARD OF EDUCATION

DATE: May 26, 2016

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: Thirty Year Tax Abatement: Mixed Income Rental Project Ocean MLK Associates Urban Renewal, LLC - Multiple Sites

CC: A. Doyle, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, R. Field, P. Leandre, K. Kane

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INTRODUCTION:

The applicant, – Ocean MLK Associates Urban Renewal, LLC is applying for a thirty (30) year tax abatement pursuant to N.J.S.A. 40 A: 20-1 et seq. It will be a multi-site mixed income rental project within the Jackson Redevelopment Plan. Since the project exceeds fifty percent (50%) affordable units the application fee is waived.

LOCATION OF THE PROPERTIES:

The five (5) properties are as follows:

Block 21201 Lot 9.01 to be known as 787 Ocean Avenue.
Block 22602 Lot 8.01 to be known as 4 Orient Avenue
Block 21102 Lot 44.01 to be known as 61 Virginia Avenue
Block 21101 Lot 34.01 to be known as 421 Martin Luther King Drive.
Block 21201 Lot 1 to be known as 3 Virginia Avenue.

PROPERTY TO BE CONSTRUCTED:

The proposed project will be five (5) buildings at five (5) different locations consisting three (3) four (4) story Buildings and two (2) five (5) story buildings. Three buildings will have retail/commercial space and only two (2) buildings will have parking with a grand total of twenty-four (24) spaces.

There will be a grand total of ninety-nine (99) residential units with fifty-four (54) set aside for low and moderate income households and forty-five (45) are market rate units.

The units by building are on the table below:

	683-689 Ocean		659-661 Ocean		59-65 Virginia		421-423 MLK		719-721 Ocean		Total units	
	Affordable	Market	Affordable	Market	Affordable	Market	Affordable	Market	Affordable	Market	Affordable	Market
Studio	0	8	0	0	0	1	3	0	0	0	3	9
1	2	12	4	4	1	5	0	3	0	0	7	24
2	16	4	13	5	5	0	3	0	4	3	41	12
3	0	0	3	0	0	0	0	0	0	0	3	0
	18	24	20	9	6	6	6	3	4	3	54	45

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction estimated at $18,524,573 is certified by Joaquin Bouzas, the applicant's architect. Estimated cost of materials is $11,114,744. Estimated cost of labor is $7,409,829 Total Project Cost is projected at $26,729,419.

CONSTRUCTION SCHEDULE:

The applicant expects to begin construction in January 2018. Completion is expected within eighteen (18) months of commencement.

ESTIMATED JOBS CREATED:

The applicant estimates creation of seventy to eighty (70-80) jobs during Construction and approximately three (3) permanent full-time Job after completion. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

The applicant will reach the threshold that exempts the project from the requirement of an Affordable Trust Fund Payment.

CURRENT REAL ESTATE TAX:

The current assessment for the land is $174,400. The single existing building is assessed at $58,200. At the current tax rate of $77.01 the estimated annual tax for the land is $13,431 and the existing building is $4,482.

The new assessment for the land is $1,366,500. The new assessment for the proposed improvements is $3,243,400. All taxes are paid through the First Quarter 2017.

PROPOSED ABATEMENT:

The applicant has requested a term of the lesser of thirty-five (35) years from the date of approval of an ordinance approving the abatement or thirty (30) years from substantial completion of the project.

The proposed Annual Service Charge is 6.28% of Annual Gross Revenue for the affordable units and 10% for the market-rate units. ASC from commercial space and other income would be at 10% of AGR. A City administrative fee of two percent (2%) of the ASC and a fee for Hudson County of five percent (5%) of the ASC will be charged annually.

STAGED ADJUSTMENTS:

Beginning the first day of the month following substantial completion the to the end of year fifteen (15) the Annual Service Charge (ASC) shall be the higher of the Minimum Annual Service Charge or 6.28 % of Annual Gross Revenue for affordable units plus 10% for market-rate units.

Beginning the first day of year sixteen (16) through the end of year seventeen (17) it would be the greater of the ASC or twenty percent (20%) of conventional taxes otherwise due.

Beginning the first day of year eighteen (18) through the end of year twenty (20) it would be the greater of the annual service charge or forty percent (40%) of conventional taxes otherwise due.

Beginning the first day of year twenty-one (21) through the end of year twenty-one (21) it would be the greater of the annual service charge or sixty percent (60%) of conventional taxes otherwise due.

Beginning in year twenty-two (22) through the end of year thirty (30) it would be the greater of the annual service charge or eighty percent (80%) of conventional taxes otherwise due.

Beginning in year thirty-one (31) the project would pay full conventional taxes.

PROPOSED REVENUE TO THE CITY:

At full occupancy the Tax Assessor's estimated initial Annual Service Charge at the rate of 6.28% for affordable units and 10% for all other units is $120,241. The City will share ten percent (10%) of the annual Service Charge with the Board of Education.

The City will pay the amount of $12,024 from the ASC of $120, 241. The effect will be to reduce the City's revenue by ten percent annually.

The City Administrative fee at two percent (2%) is $2,405 the Hudson County fee of five percent (5%) is $6,012. These fees will be in addition to the Annual Service Charge and are to be paid by the Applicant.

City Clerk File No. Ord. 17-068

Agenda No. 3.D 1st Reading

Agenda No. 4.D 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 17-068

TITLE: **AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 127, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 361 NEWARK AVENUE**

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

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

WHEREAS, pursuant to N.J.S.A. 40A:21-1 et seq., the City of Jersey City adopted Ordinance 05-060, Section 304-6 et seq. of the Municipal Code, to allow Five (5) Year Tax Exemptions which allows the Tax Assessor to regard the full and true value or a portion thereof of certain improvements as not increasing the full and true value of certain property for a period of five (5) years, provided the owner's application is approved by the Tax Assessor and by Ordinance of the Municipal Council; and

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for the construction of a new five (5) story building to contain approximately thirty-nine (39) market rate rental units and twenty (20) parking spaces, is permitted for a period of five (5) years; and

WHEREAS, 361 Newark Avenue, LLC [Entity], is the owner of Property designated as Block 10901, Lot 127, on the City's Tax Map and more commonly known by the street address of 361 Newark Avenue, Jersey City, NJ; and

WHEREAS, the Entity now plans to construct a new five (5) story building to contain approximately thirty-nine (39) market rate rental units and twenty (20) parking spaces; and

WHEREAS, construction had begun before the ordinance requiring prior application had been approved. Therefore construction is substantially complete and the project received a Certificate of Occupancy on October 28, 2016; and

WHEREAS, on March 20, 2017, the Entity filed an application for a five (5) year tax exemption to construct a new commercial use Project, a copy of which application is attached hereto; and

WHEREAS, 361 Newark Avenue, LLC, proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and are currently taxed at the sum of $36,064 a tax payment for the new improvements on the property, as follows:

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 127, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 361 NEWARK AVENUE

(a) 2018: the tax year in which the structure will be completed, $0 taxes due on improvements;

(b) 2019: the second tax year, 20% of taxes otherwise due on improvements, estimated to be $21,527;

(c) 2020: the third tax year, 40% of taxes otherwise due on improvements, estimated to be $43,916;

(d) 2021: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be $67,192; and

(e) 2022: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be $91,380;

WHEREAS, the Tax Assessor has determined that the new construction will generate an additional tax payment of $36,064 for land and $114,225 for improvements, for a total of $150,289 a year; and

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

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

WHEREAS, upon the expiration of the tax exemption, the total assessment, including both land and improvements, will generate a total tax payment of $150,289; and

WHEREAS, 361 Newark Avenue, LLC, has agreed to pay the sum of $68,483 to the City's Affordable Housing Trust Fund, which shall be paid in intervals set forth in Section 304-28 of the Municipal Code.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of a new five (5) story building to contain approximately thirty-nine (39) market rate rental units and twenty (20) parking spaces, located in Block 10901, Lot 127, and more commonly known by the street address of 361 Newark Avenue, Jersey City, N.J., is hereby approved.

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

(a) tax payment on the new improvements shall be:

(i) Year 1: the tax year in which the structure will be completed. $0 taxes;

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 127, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 361 NEWARK AVENUE

(ii) Year 2: the second tax year, 20% of taxes otherwise due on improvements, estimated to be $21,527;

(iii) Year 3: the third tax year, 40% of taxes otherwise due on improvements, estimated to be $43,916;

(iv) Year 4: the fourth tax year, 60% of taxes otherwise due on improvements, estimated to be $67,191; and

(v) Year 5: the fifth tax year, 80% of taxes otherwise due on improvements, estimated to be $91,380.

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

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

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

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

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

(f) Affordable Housing Trust Fund: $1,500 x 39 units or $58,500 and $1.50 x 6,656 square feet of parking space or $9,984, for a total of $68,484.

3. Since the Project is Substantially Complete, the Entity does not have an to execute a Project Employment and Contracting Agreement.

4. The Project is Substantially Complete

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

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 127, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 361 NEWARK AVENUE

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

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

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

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

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

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

JJH/mw
5/11/17

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET

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

Full Title of Ordinance

AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-12 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 10901, LOT 127, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 361 NEWARK AVENUE

Initiator

Department/Division	Office of the Mayor	Office of the Deputy Mayor
Name/Title	Marcos D. Vigil	Deputy Mayor
Phone/email	201-547-6542	mvigil@jcnj.org

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

Ordinance Purpose

The applicant, 361 Newark Avenue, LLC, is applying for a five (5) Year tax abatement pursuant to N.J.S.A. 40 A: 21-1 et seq. The applicant has constructed a five (5) story project featuring thirty-nine (39) market-rate residential rental units and twenty (20) parking spaces. The residential units are broken down as follows:

Unit Type	**Number of Units**
One Bedroom	25
Two Bedroom	14
Total	39

The property is located at 361 Newark Avenue directly across from the triangle formed by the intersection of Sixth and Division Streets. It is Block 10901, Lot 127 on the Jersey City Tax Map.

I certify that all the facts presented herein are accurate.

May 15, 2017

Marcos D. Vigil
Deputy Mayor

Date

DATE: March 27, 2017

TO: John Hallanan (For distribution to City Council and City Clerk)

FROM: Al Cameron, Fiscal Officer - Tax Collector's Office

SUBJECT: FIVE YEAR TAX ABATEMENT: MARKET RATE RESENDITAL RENTAL PROJECT
361 Newark Avenue, LLC - Block 10901 Lot 127

CC: C. A. Doyle, J. Monahan, E. Borja, E. Toloza, M. Vigil, R. Kakoleski, R. Lavarro, R. Field, P. Leandre, K. Kane

INTRODUCTION:

The applicant, 361 Newark Avenue, LLC, is applying for a five (5) Year tax abatement for a five (5) story, thirty-nine (39) unit market rate residential rental project pursuant to N.J.S.A. 40 A: 21-1 et seq. A fee of $7,800 was paid with the application.

LOCATION OF THE PROPERTY:

The property is located at 361 Newark Avenue directly across from the triangle formed by the intersection of Sixth and Division Streets. It is Block 10901, Lot 127 on the Jersey City Tax Map.

PROPERTY TO BE CONSTRUCTED:

The project will be a five (5) story building with thirty-nine market rate (39) residential rental units and twenty (20) Parking Spaces.

The residential units are as follows:

Unit Type	Number of Units
One Bedroom	25
Two Bedroom	14
Total	39

TOTAL CONSTRUCTION COST:

The cost of construction is certified by the applicant's architect, Joaquin Bouzas, at $5,875,095. Included in this cost and not included in labor and materials breakdown are permit and hook-up fees.

The cost of labor is projected at $2,720,712 and materials at $2,923,288. Total project cost is projected at $9,936,808.

CONSTRUCTION SCHEDULE:

The prior owner commenced construction before the change in the ordinance requiring that a five year abatement application must be approved before the start of construction. Since the applicant purchased the property after construction began and the initial construction began prior the change in the law, the applicant is requesting that this project be grandfathered into the old laws. The applicant filed and paid for the application within thirty days of the date of the Certificate of Occupancy. The C/O was issued on October 28, 2016. The application was filed and paid within the required thirty (30) days.

ESTIMATED JOBS CREATED:

The construction is complete and no post construction positions are anticipated. The applicant estimates there were approximately seventy (70) jobs during construction. Neither a Project Labor Agreement nor a Project Employment and Contracting Agreement is necessary.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTION:

AHTF Payment
361 Newark Avenue

		Rate	Amount
Residential Units	39	$1,500.00	$58,500.00
Parking Sq. Ft.	6,655.5	$1.50	$9,983.25
		Total AHTF Payment	$68,483.25

CURRENT REAL ESTATE TAXES:

The new assessment provided by the Tax Assessor for the land is $468,300 and the proposed building assessment is $1,370,300. Based upon that assessment at the current rate of $77.01 the tax for the land is $36,064. The full tax on the improvements at current the rate is $105,527.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay the full tax for the land tax in each and every year of the abatement and has proposed a phase-in of the assessment on improvements.

In year one (1) the applicant proposes no taxes on improvements.

In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements.

The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The total phased-in tax on improvements projected to be paid for the five-year term of the abatement is $224,016.

The total tax exempted on the improvements for the term is $325,150. The Tax Assessor set the assessment based upon information provided by the Applicant.

The schedule above adds a two percent (2%) annual increase to the tax rate. The Assessor's Schedule does not include a projected increase in the Tax Rate.

Block 10901 Lot 127 — Tax Projections on Improvements Only

361 Newark Avenue						Five Year
Year	1	2	3	4	5	Totals
Current Tax Rate	77.01	78.55	80.12	81.72	83.36	
Full Tax on Improvements	105,526.80	107,637.34	109,790.09	111,985.89	114,225.61	549,165.72
Phase in %	0%	20%	40%	60%	80%	
Phase in Tax on improvements	0.00	21,527.47	43,916.03	67,191.53	91,380.48	224,015.52
Exempted Tax	105,526.80	86,109.87	65,874.05	44,794.36	22,845.12	325,150.20

Assumes 2% Annual Tax Rate Increase

Per Tax Assessor	
Assessments	
Land	$468,300
Improvements	$1,370,300
Total	$1,838,600

361 NEWARK AVE LLC 10901-127
BLOCK 10901 Lot 127
361 Newark Avenue

Block	Lot		Existing Assessments	New Assessments	Assessment (Phased-In)
10901	127	Land	143,300	468,300	-
		Bldg	-	1,370,300	1,370,300
		Total	143,300	1,838,600	1,370,300

In-Lieu of Full Property Tax On Such Property, An Amount Equal To A Percentage Of Taxes Otherwise Due, According To The Following Schedule:

Stage			
1	In the first full tax year after completion, no payment in lieu of taxes otherwise due on improvement;		0
2	In the second tax year, an amount equal to 20% of conventional taxes otherwise due on improvement to be the sum of;	$	21,105.36
3	In the third tax year, an amount equal to 40% of conventioal taxes otherwise due on improvement to be the sum of ;	$	42,210.72
4	In the fourth tax year, an amount equal to 60% of conventioanal taxes otherwise due on improvement to be the sum of;	$	63,316.08
5	In the fifth tax year, an amount equal to 80% of conventional taxes otherwise due on improvement to be the sum of;	$	84,421.44
AT THE EXPIRATION OF THE EXEMPTION, THE PROJECT'S NEW IMPROVEMENT TAXES		$	105,526.80

3/20/2017

FISCAL IMPACT COST PROJECTION (TIER 1 - 5 YEAR)

Block: 10901 Lot: 127 Loc: 361 NEWARK AVE

Market Rate Units		*Demographic Multipliers (Transit Oriented Development)**				*Annual Expenditures*		*Total Annual Expenditures*		
Planned Development	Number of Units	Household	Students	Total Residents	Total Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	25	1.421	0.050	35.53	1.25	$1,172.97	$3,673.00	$41,669.86	$4,591.25	$46,261.11
2 Bedroom	14	2.012	0.120	28.17	1.68	$1,172.97	$3,673.00	$33,040.30	$6,170.64	$39,210.94
TOTAL	39			63.69	2.93			$74,710.16	$10,761.89	$85,472.05

1. Total Municipal Ratables	$6,093,045,337	**4. CY 2016 Budget**	$570,918,095	**6. Population of Jersey City**	
				(2014 Census)	262,146
2. Residential Ratables	$3,281,646,604			**7. Per Capita Municipal Cost**	
Commercial Ratables	$1,524,059,780				$1,172.97
3. Residential Ratables as a Percentage of Total Ratables	53.86%	**5. Residential Portion**	$307,490,150	**8. Annual Expenditures Per Student****	$3,673.00

9. Increase in Services Incurred Per Development		$ 85,472.05
10. Anticipated Taxes (77.01 w/ 2% Annual Increase)		
1st Year		$ 36,063.78
2nd Year		$ 58,312.53
3rd Year		$ 81,436.79
4th Year		$ 105,462.71
5th Year		$ 130,417.08
11. Implied Surplus (Cost)		
1st Year		$ (49,408.27)
2nd Year		$ (27,159.53)
3rd Year		$ (4,035.26)
4th Year		$ 19,990.66
5th Year		$ 44,945.03

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs

**Source: New Jersey Demographic Multipliers: Profile of the Occupants of Residential and Nonresidential Development; Listokin, November 2006*

***Source: 2015-2016 Jersey City Municipal Cost Per Pupil*

NEW ASSESSMENT AFTER IMPROVEMENTS

LAND:	468,300
BLDG:	1,370,300

TIER ONE (5 YEAR)
5/11/17
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this _____day of _____,2017, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **361 NEWARK AVENUE, LLC** [Applicant/Owner], whose principal place of business is 280 Newark Avenue, Jersey City, New Jersey 07302.

WITNESSETH:

WHEREAS, the Municipal Council has indicated by its intention to utilize the five year tax exemption provisions authorized by Article VIII, Section I, paragraph VI of the NJ State Constitution and the Five Year Exemption Law, N.J.S.A. 40A:21-1 et seq. for improvements and projects by the adoption of Ordinance 05-060, as amended by Ordinances 07-146 and 14-027; and

WHEREAS, the Applicant is owner of certain property located at 361 Newark Avenue, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 10901, Lot 127, on the Tax Assessor's Map, more commonly known by the street address of 361 Newark Avenue and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about March 20, 2017, the Applicant applied for a five year tax exemption to construct a new five (5) story building to contain approximately thirty-nine (39) market rate rental units and twenty (20) parking spaces on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

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

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

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new five (5) story building to contain approximately thirty-nine (39) market rate rental units

and twenty (20) parking spaces [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance_____which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

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

1. For the full calendar of Year 1, no payment in lieu of taxes;

2. For the full calendar of Year 2, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of $21,527;

3. For the full calendar of Year 3, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of $43,916;

4. For the full calendar of Year 4, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of $67,192; and

5. For the full calendar of Year 5, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of $91,380.

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

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **$7,800** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

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

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full years beginning the first day of the month after the date of Substantial Completion of

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

ARTICLE VI: REVALUE

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

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

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

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

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

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

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of $68,484 or $1,500 per unit x 39 units; and $1.50 x 6,656 per square foot of parking, as a contribution. The sum shall be due and payable as follows:

i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;

ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and

iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

Upon the termination of this Agreement for tax exemption, the Project shall be subject to all applicable real property taxes as provided by State Laws and Regulations and City Ordinances. However, nothing herein shall be deemed to prohibit the Project, at the termination of this Agreement, from qualifying for and receiving the full benefits of any other tax preferences allowed by law. Furthermore, nothing herein shall prohibit the Applicant from exercising any rights under any other tax provisions of State law or City Ordinances.

In the event the owner elects to terminate this tax abatement after the revalue, the owner shall pay the City the difference of 100% of the full amount of the taxes otherwise due from the 1st year of this agreement to the date of termination.

ARTICLE XI: PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Since the Project is Substantially Complete, the Entity does not have an to execute a Project Employment and Contracting Agreement.

ARTICLE XIII: NOTICES

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

Notice to City: Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

Notice to Applicant: **361 Newark Avenue, LLC**
280 Newark Avenue
Jersey City, New Jersey 07302

ARTICLE XIV: GENERAL PROVISIONS

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

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

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

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

IN WITNESS WHEREOF, the City and the Applicant have caused this Agreement to be executed on the date and year first above written.

WITNESS:

_____

361 NEWARK AVENUE, LLC

BY: _____
John Fio Rito, Member

ATTEST:

_____
Robert Byrne
City Clerk

CITY OF JERSEY CITY

BY: _____
Robert J. Kakoleski
Business Administrator

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

ORDINANCE NO. Ord. 17-068
TITLE: 3.D MAY 24 2017 4.D JUN 14 2017

Ordinance approving a 5 year tax exemption pursuant to the provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-12 of the Municipal Code for property designated as Block 10901, Lot 127, on the City's tax map and more commonly known by the street address of 361 Newark Avenue.

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 24 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 14 2017 9-0

Councilperson RIVERA moved, seconded by Councilperson LAVARRO to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

MIKE KULOWSKI

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 14 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 24 2017

Adopted on second and final reading after hearing on JUN 14 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 14 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 14 2017

APPROVED:

Steven M. Fulop, Mayor

Date JUN 16 2017

Date to Mayor JUN 15 2017

City Clerk File No. Ord. 17-018

Agenda No. 3.B 1st Reading

Agenda No. 4.B. 2nd Reading & Final Passage

4.G. JUN 14 2017

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 17-018

TITLE: **AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II(TRAFFIC REGULATIONS) AMENDING SECTION 332-5(ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING KEARNEY AVENUE FROM OCEAN AVENUE TO MARTIN LUTHER KING DRIVE AS A ONE WAY WEST**

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

1. Chapter 332(Vehicles and Traffic) Article II (Traffic Regulations) of the Jersey City Code is hereby supplemented as follows:

Section 332-5 ONE-WAY STREETS

The streets or parts of streets listed below are hereby designated as one way streets in the direction indicated.

Name of Street	**Direction**	**Limits**
Kearney Av	West	[*Martin Luther King Dr*] Ocean Av to Bergen Av

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

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

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

NOTE: All new material to be inserted is underscored; material to be repealed is in [*brackets*].

JDS:pcl
(02.08.17)

APPROVED: _____
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

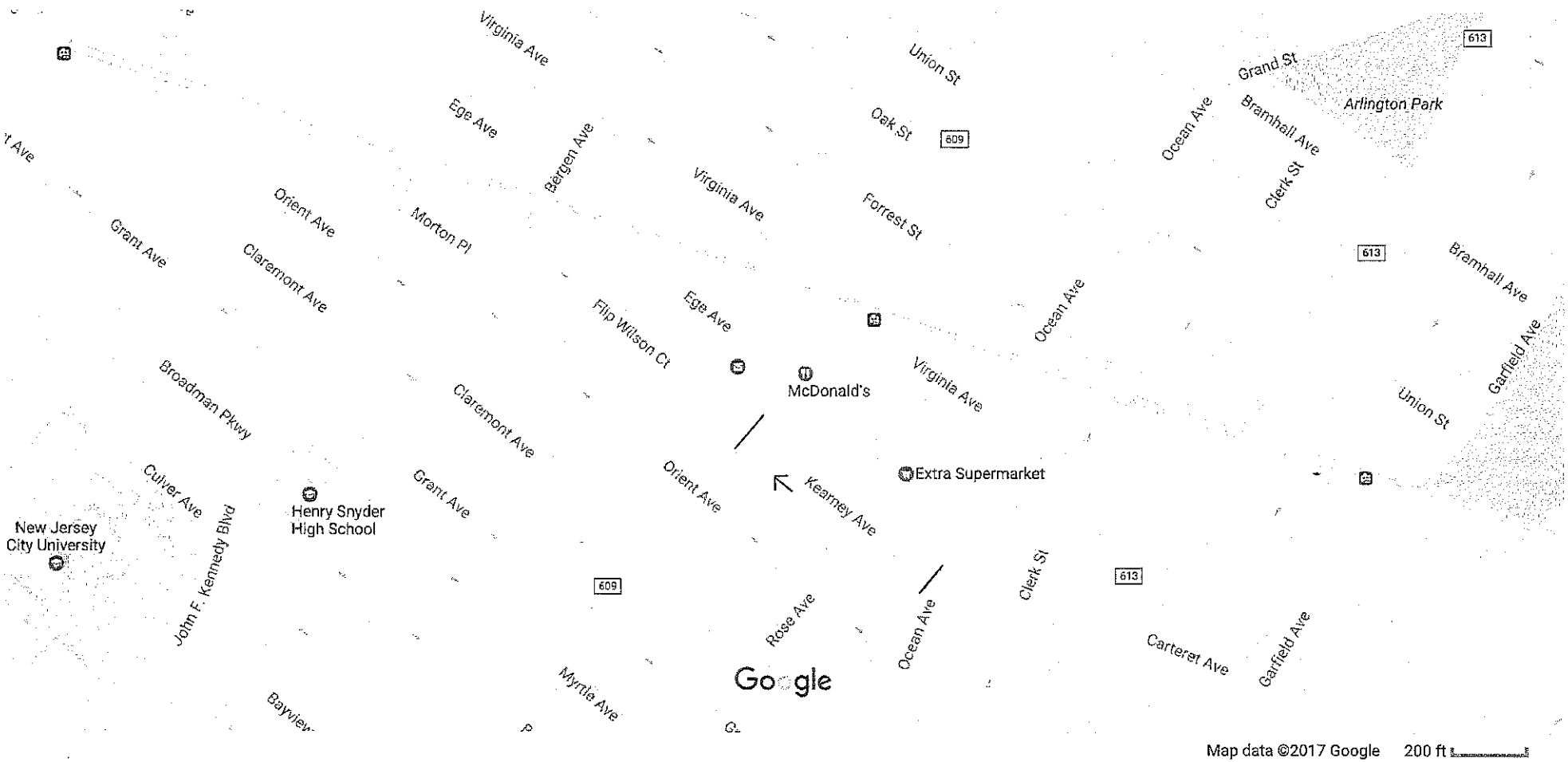
_____
Corporation Counsel

APPROVED: _____ FOR
Municipal Engineer

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

Google Maps


Virginia Ave
Union St
Ege Ave
Bergen Ave
Oak St
609
Orient Ave
Morton Pl
Virginia Ave
Forrest St
Grant Ave
Claremont Ave
Flip Wilson Ct
Ege Ave
Ocean Ave
McDonald's
Virginia Ave
Broadman Pkwy
Claremont Ave
Extra Supermarket
Culver Ave
Grant Ave
Orient Ave
Kearney Ave
New Jersey City University
Henry Snyder High School
John F. Kennedy Blvd
609
Rose Ave
Ocean Ave
Clerk St
613
Myrtle Ave
Carteret Ave
Garfield Ave
Bayview
Google
Grand St
Arlington Park
613
Ocean Ave
Bramhall Ave
Clerk St
613
Bramhall Ave
Union St
Garfield Ave
Map data ©2017 Google
200 ft

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II(TRAFFIC REGULATIONS) AMENDING SECTION 332-5(ONE-WAY STREETS) OF THE JERSEY CITY CODE DESIGNATING KEARNEY AVENUE FROM OCEAN AVENUE TO MARTIN LUTHER KING DRIVE AS A ONE WAY WEST

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Ray Reddington, Law Department	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Ordinance Purpose

The extension of the one way "west" on Kearny Avenue between Ocean Avenue and Martin Luther King Drive is necessary in connection with the HUB Municipal Annex Project.

Kearney Avenue will then be a one way "west" for the entire length which will be in the best interest of the public's safety as well as enhance the traffic circulation in the neighborhood.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation — **Date** 2/8/17

Signature of Department Director — **Date** 2/15/17

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

ORDINANCE NO. Ord. 17-018
TITLE: 3.B FEB 22 2017 4.G JUN 14 2017

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) amending Section 332-5 (One-Way Streets) of the Jersey City Code designating Kearney Avenue from Ocean Avenue to Martin Luther King Drive as a one way west.

RECORD OF COUNCIL VOTE ON INTRODUCTION FEB 2 2 2017 8-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	ABSENT			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING MAR 0 8 2017 9-0

Councilperson GAJEWSKI moved, seconded by Councilperson OSBORNE to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

SPEAKERS:

MICHELE MASSEY
LAVERN WASHINGTON
HENRY GAGE

Tabled 9-0 after the close of the public hearing on a motion by Watterman, seconded by Lavarro. Motion to remove from tabled agenda on a motion by Robinson, seconded by Lavarro. Approved 9-0

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 1 4 2017 9-0

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on FEB 2 2 2017

Adopted on second and final reading after hearing on JUN 1 4 2017

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 1 4 2017

Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 1 4 2017

APPROVED:

Steven M. Fulop, Mayor

Date JUN 1 6 2017

Date to Mayor JUN 1 5 2017