

City Clerk File No. Ord. 15.088

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 15.088

TITLE:
AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS

COUNCIL

offered and moved adoption of the following Ordinance:

WHEREAS, pursuant to N.J.S.A. 40A:12-14(c) and N.J.S.A. 40:A12-15(i), the City is authorized to enter into lease agreements for nominal consideration with non-profit corporations or associations for the use of vacant City-owned lots shown to be in need of improvements; and

WHEREAS, the City is the owner of several vacant lots located throughout the City that are in need of improvement; and

WHEREAS, the City adopted Ordinance 96-123 which authorized the establishment of an "Adopt A Lot" program; and

WHEREAS, Ordinance 96-123 was subsequently amended by Ordinances 01-109 and 11-019; and

WHEREAS, various non-profit corporations and associations ("Lessees") have expressed interest in participating in the "Adopt a Lot" program; and

WHEREAS, the City desires to execute leases with the various non-profit corporations and associations which desire to participate in the City's "Adopt a Lot" program; and

WHEREAS, in order to improve the "Adopt a Lot" program, the City desires to rescind Ordinance 11-019 and to codify the provisions of the Adopt a Lot program within the Municipal Code; and

WHEREAS, the City wishes to limit the duration of said leases to 1 (one) year; limit the scope of the lease to gardening only, and place control over administration of the "Adopt a Lot" program under the Department of Health & Human Services; and

WHEREAS, the Leases shall conform with the material terms and conditions of the lease on file in the Office of the City Clerk; and

WHEREAS, parties interested in participating in the "Adopt a Lot" program shall fill out the application on file in the Office of the City Clerk and submit the completed application to the Director of the Department of Health & Human Services; and

AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS

WHEREAS, non-profit corporations and associations which agree to and are able to comply with the terms and conditions of the form of lease agreement for the "Adopt a Lot" program will be recommended for approval; and

WHEREAS, once the application is complete; the Director of Health & Human Services shall recommend to the Municipal Council approval of the leases with parties who agree to and are able to comply with the terms and conditions of the form of lease agreement for the "Adopt a Lot" program; and

WHEREAS, each lease must then be approved by Ordinance of the Municipal Council; and

WHEREAS, the consideration for each lease shall be one dollar (\$1.00) a year and other good and valuable consideration; and

WHEREAS, the lease term shall be for one year subject to the City's right to terminate the lease at its convenience without cause by providing 90 days prior notice; and

WHEREAS, as a condition of granting these leases the Lessees shall comply with all of the terms and conditions of the form of lease on file with the City Clerk; and

WHEREAS, the Lessees understand that the properties leased to participants in the "Adopt a Lot" program are to be used for gardening and for no other purpose whatsoever without the express written approval of the Business Administrator; and

WHEREAS, as a condition of granting these leases the Lessees shall submit reports to the Director at the time Lessees submit applications to participate in the Adopt a Lot Program, setting out the use to which the leasehold will be put; the activities of the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted; the approximate value or cost, if any, of such activities in furtherance of such purpose; and if Lessee is a corporation an affirmation of its tax-exempt status as a non-profit corporation or association pursuant to both State and Federal laws.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that Ordinance 11-018 is hereby repealed and

BE IT FURTHER ORDAINED by the Municipal Council of the City of Jersey City that Chapter 3, Article XII shall be amended to read:

§ 3-101. Adopt a Lot Program.

The City shall establish an Adopt A Lot Program under the direction of the Department of Health and Human Services.

- a. Any non-profit corporation and association desiring to participate in the program shall complete and submit an application, in writing or electronically, to the Director of Health & Human Services. The application shall be in the form on file with the City Clerk.
- b. Upon completion of the required application forms, the Director of Health & Human Services shall recommend approval of the application to the Municipal Council, which shall, by Ordinance, approve a Lease between the City and the approved applicant.
- c. Consistent with N.J.S.A. 40A:12-15, in no event shall any lease be entered into for, with, or on behalf, of any commercial, business, trade, manufacturing, wholesaling, retailing, or other profit-making enterprise, nor shall any lessee use the City-owned property for any sectarian, denominational or religious purpose. Under no circumstances will any lessee be permitted to grow fruits and vegetables or any other edible products on the leased land, either for sale or for personal consumption. City-owned land leased under this provision shall be

AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS

used for gardening only and for no other purpose whatsoever without the express written approval of the Business Administrator.

d. The lease term shall be for one year and consideration for each lease shall be one dollar (\$1.00) a year.

e. The City reserves the right to terminate the lease at its convenience without cause by providing 90 days prior notice.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be 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.
- III. This Ordinance shall take effect in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck-through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH 6/17/15

APPROVED AS TO LEGAL FORM
Joanne Monahan
for Corporation Counsel

APPROVED: _____
APPROVED: _____
Business Administrator

Certification Required
Not Required

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 Ordinance.

Full Title of Ordinance

AN ORDINANCE RESCINDING ORDINANCE 11-019 AND AMENDING CHAPTER 3, (ADMINISTRATION OF GOVERNMENT) ARTICLE XII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) TO ESTABLISH AN "ADOPT A LOT" PROGRAM AUTHORIZING THE CITY TO LEASE VACANT, CITY-OWNED LAND IN NEED OF IMPROVEMENT TO NON-PROFIT CORPORATIONS OR ASSOCIATIONS

Initiator

Department/Division	Health & Human Services	
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6800	sflanagan@jenj.org

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

Ordinance Purpose

In order to improve the "Adopt a Lot" program, this Ordinance will rescind Ordinance 11-019 and codify the provisions of the Adopt a Lot program within the Municipal Code. Specifically, the Ordinance limits the duration of Adopt a Lot program leases to 1 (one) year; limits the scope of the lease to gardening only, and places control over administration of the "Adopt a Lot" program under the Department of Health & Human Services.

I certify that all the facts presented herein are accurate.

June 17, 2015

Date

Signature of Department Director

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



ORDINANCE NO. Ord. 15.088
 TITLE: 3.A JUN 24 2015 4.A JUL 15 2015

An ordinance rescinding Ordinance 11-019 and amending Chapter 3, (Administration of Government) Article XII (Department of Health and Human Services) to establish an "Adopt a Lot" Program authorizing the City to lease vacant, city-owned land in need of improvement to non-profit corporations or associations.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUL 15 2015 9-0											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

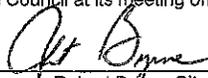
RECORD OF FINAL COUNCIL VOTE JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

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

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015

Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015



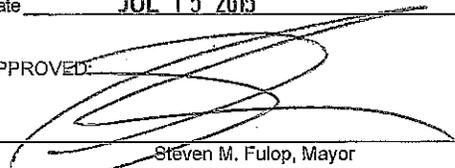
 Robert Byrne, City Clerk

*Amendment(s):

APPROVED: 

 Rolando R. Lavarro, Jr., Council President

Date JUL 15 2015

APPROVED: 

 Steven M. Fulop, Mayor

Date JUL 20 2015

Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.089

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 15.089

TITLE:

**AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE,
CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS
OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT**

COUNCIL

offered and moved adoption of the following
Ordinance:

WHEREAS, the City wishes to implement an Energy Savings Improvement Program (ESIP) in order to reduce its overall energy consumption and reduce its carbon footprint; and

WHEREAS, the City wishes to install alternate energy sources and energy savings improvements in all City-owned facilities where such improvements are practical; and

WHEREAS, in order to reduce its greenhouse gas emissions, the City wishes to replace inefficient City-owned vehicles and equipment with more energy-efficient vehicles and equipment whenever replacing said vehicles and equipment is possible; and

WHEREAS, the first step in developing an ESIP is to conduct an energy audit which shall identify the current energy usage in all City-owned facilities, and energy efficiency levels of all City-owned vehicles and equipment, and identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency; and

WHEREAS, because advances in technology can make even recent energy savings improvements obsolete, the City must periodically audit its energy usage so as to adapt to changing needs and implement to latest in energy saving technologies.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that a new chapter be added to the Municipal Code, Chapter 181, entitled "Energy Audits" which shall mandate periodic energy audits of all City-owned facilities, vehicles and equipment, and which shall read:

CHAPTER 181. ENERGY AUDITS

In the interest of reducing the City's overall energy consumption and reduce its greenhouse gas emissions, the City shall undertake an audit of all City-owned facilities and all City-owned vehicles and equipment every three (3) years to identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency.

a. The City may engage the services of a competent consultant to conduct the audit pursuant to the Local Public Contracts Law, N.J.S.A 40A:11-4.1 et seq.

b. The first energy audit shall be completed within one (1) year of the passage of this Ordinance and next audit shall be completed three years after the date of the

AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE, CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT

first audit's completion. All subsequent audits shall be completed on the third anniversary of the previous audit.

c. The City need not conduct an audit if the total cost of the audit exceeds fifty thousand (\$50,000) dollars.

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be 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.
- III. This Ordinance shall take effect in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

Jaime Monahan
for Corporation Counsel

APPROVED:

[Signature]
Business Administrator

Certification Required

Not Required

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 Ordinance.

Full Title of Ordinance

AN ORDINANCE CREATING A NEW CHAPTER OF THE MUNICIPAL CODE, CHAPTER 181, ENTITLED "ENERGY AUDITS" MANDATING PERIODIC AUDITS OF ENERGY USAGE IN CITY-OWNED FACILITIES, VEHICLES AND EQUIPMENT

Initiator

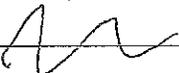
Department/Division	Office of the Mayor	
Name/Title	Mark Albiez	Chief of Staff
Phone/email	201-547-6544	malbiez@jenj.org

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

Ordinance Purpose

In order to reduce the City's overall energy consumption and reduce its greenhouse gas emissions, this Ordinance will mandate the City undertake an audit of all City-owned facilities every three (3) years to identify what energy conservation measures can be implemented to realize and maximize energy savings and energy efficiency.

I certify that all the facts presented herein are accurate.



Chief of Staff

June 17, 2015
Date

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



ORDINANCE NO. Ord. 15.089
 TITLE: 3.B JUN 24 2015 4.B

JUL 15 2015

An ordinance creating a new Chapter of the Municipal Code, Chapter 181, entitled "Energy Audits" mandating periodic audits of energy usage in city-owned facilities, vehicles and equipment.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

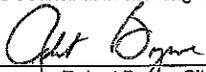
RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

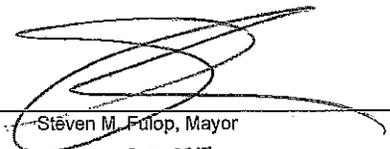
Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **JUL 15 2015**


 Robert Byrle, City Clerk

APPROVED: 
 Rolando R. Lavarro, Jr., Council President
 Date JUL 15 2015

*Amendment(s):

APPROVED: 
 Steven M. Fulop, Mayor
 Date JUL 20 2015
 Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.090

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 15.090

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE TO CREATE A NEW CLASSIFIED POSITION FOR SUPERVISOR CUSTOMER SERVICE

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

*

Supervisor Customer Service

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
6/10/15

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

APPROVED:

[Signature]
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 SUPERVISOR CUSTOMER SERVICE

Initiator

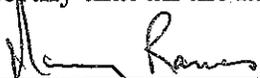
Department/Division	Human Resources	Workforce Management
Name/Title	Nancy Ramos	Human Resources Director
Phone/email	(201) 547-5224	nancyr@jcnj.org

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 Cynthia Brown 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

6/5/15
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

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



STEVEN M. FULOP
MAYOR OF JERSEY CITY

E.O. _____

_____, 2015

**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

25

Supervisor Customer Service

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 Customer Service

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:

To change union 246 to JCSA

Reasons for the Proposed Program, Project, Etc.:

Cynthia Brown

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 - JCSA

I Certify That All Facts Present Herein Are Accurate.

6/5/15
Date

Nancy Ramos
Department Director

Date Submitted to Law Department _____

New Title

Title: Supervisor Customer Service

Department: Health & Human Services

Division: Health

Labor Grade: 25

Min. \$16,100

Max. \$55,657

Union: JCSA

Cynthia Brown

40 New Port Pkwy (JM805)

Jersey City, New Jersey 07310

SALARY: \$54, 838

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



ORDINANCE NO. Ord. 15,090
 TITLE: 3.C JUN 24 2015 4.C JUL 15 2015

Ordinance supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code to create a new classified position for Supervisor Customer Service.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015 9-0											
Councilperson <u>RAMCHAL</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015

Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

Robert Byrne, City Clerk

APPROVED:
 Rolando R. Lavarro, Jr., Council President

Date JUL 15 2015

*Amendment(s):

APPROVED:
 Steven M. Fulop, Mayor

Date JUL 20 2015

Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.091

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 15.091

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

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 332-9 Stop Intersections

The intersections listed below are hereby designated as a stop intersection. Stop signs shall be installed as provided therein.

Street 1 (Stop Sign On)	Direction of Travel	Street 2 (At Intersection)
[Sain] <u>St. Pauls Av</u> <u>Oakland Av</u>	West North and South	Oakland Av- <u>multi</u> St. Pauls Av- <u>multi</u>
<u>Fourth St</u> <u>Merseles St</u>	West South	<u>Merseles St-<u>multi</u></u> <u>Fourth St-<u>multi</u></u>

- All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- 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.

NOTE: All new material to be inserted is underscored.

JDS:pcl
(06.10.15)

APPROVED:
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED:
Municipal Engineer
APPROVED:
Business Administrator

Certification Required
Not Required

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) SECTION 332-9 (STOP INTERSECTIONS) OF THE JERSEY CITY CODE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	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.)

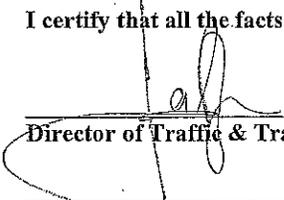
Ordinance Purpose

AN ORDINANCE DESIGNATING THE INTERSECTIONS OF ST. PAULS AND OAKLAND AVENUE AND MERSELES STREET AND FOURTH STREET AS MULTI-WAY STOP INTERSECTIONS

At the intersection of St. Pauls Avenue & Oakland Avenue there have been five (5) or more right-angle accidents per year. PS #6 is also located within 500 feet of this intersection.

PS #5 and Mary Benson Park are both located within 500 feet of this intersection.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

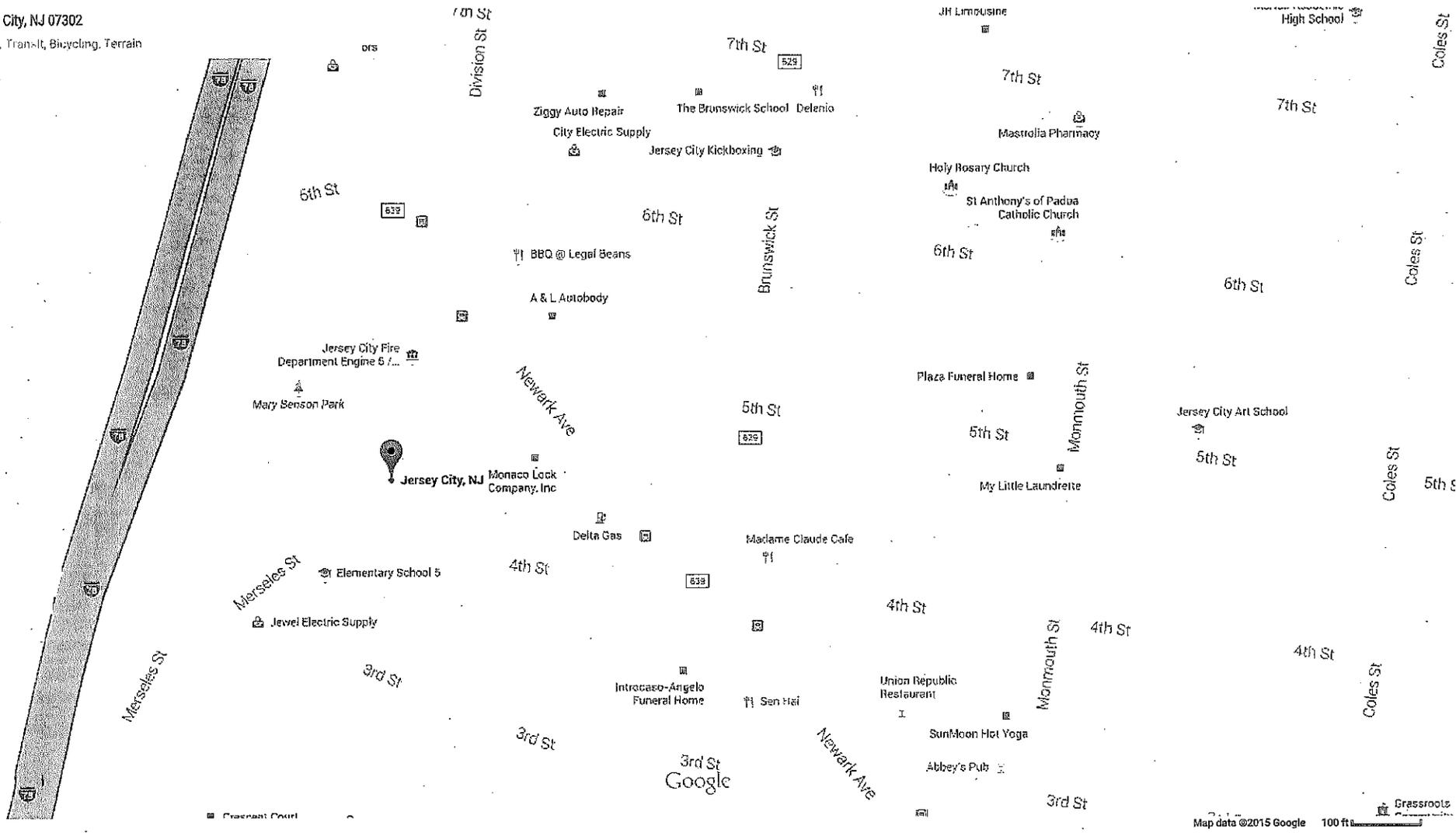
6/10/15

Date

Date

Jersey City, NJ 07302

Traffic, Transit, Bicycling, Terrain



Jersey City, NJ 07306

Traffic, Transit, Bicycling



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



ORDINANCE NO. Ord. 15.091
 TITLE: 3.D JUN 24 2015 4.D JUL 15 2015

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-9 (Stop Intersections) of the Jersey City Code designating the intersections of St. Pauls and Oakland Avenue and Merseles Street and Fourth Street as multi-way stop intersections.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUL 15 2015 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>COLEMAN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

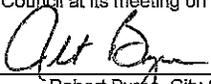
RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

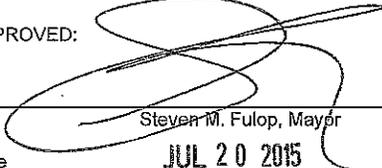
N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

 Robert Byrne, City Clerk

APPROVED: 
 Roland R. Lavarro, Jr., Council President
 Date JUL 15 2015

*Amendment(s):

APPROVED: 
 Steven M. Fulop, Mayor
 Date JUL 20 2015
 Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.092

Agenda No. 3.E 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.092

TITLE:

ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.

WHEREAS, the City of Jersey City (the "City") has a need for off-street parking for residents and business invitees in the area known as McGinley Square; and

WHEREAS, Rescore Montgomery LLC, is the owner of a vacant lot located at 711 Montgomery Street ("Property"); and

WHEREAS, the "City" and Rescore Montgomery, LLC desire to enter into a Lease Agreement for the vacant lot at 711 Montgomery St.; and

WHEREAS, the "City" will Lease certain space within McGinley Square located at 711 Montgomery Street to be used for off-street parking; and

WHEREAS, the City has agreed to a Month to Month Tenancy not to exceed one year effective January 1, 2015 through December 31, 2015; and

WHEREAS, the payment of rent shall be at a rate of \$1.00 per month for a total of \$12.00 per year; and

WHEREAS, the City shall be responsible for obtaining an exemption for the Property from real estate taxes;

WHEREAS, if the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year; and

WHEREAS, the City shall have the right to terminate the Lease at any time; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize a lease agreement of real property or personal property; and

WHEREAS, the sum of \$50,000.00 will be made available in the 2015 temporary, permanent and future fiscal year budgets in account #01-201-31-432-304.

ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC, FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET.

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

- 1. The Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Rescore Montgomery, LLC subject to such modification as may be deemed necessary or appropriate by Corporation Counsel;
- 2. The term of the Lease Agreement is a month to month tenancy not to exceed one year effective January 1, 2015 through December 31, 2015 at a cost of \$1.00 per month for a total of \$12.00 per year;
- 3. The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.
 - 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 provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, articles 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, underling has been omitted. For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

I, _____ Donna L. Mauer, Chief Financial Officer, hereby certify funds in the amount of \$1,000.00 is available in account #01-201-31-432-304 for the expenditure in accordance with the Local Budget Law, N.J.S.A. 40: A4-1 et seq. Requisition # 0170559 P.O. # _____

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

APPROVED: Ann Marie Kelly, Real Estate Manager

APPROVED: [Signature]
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 AUTHORIZING THE CITY TO ENTER INTO A MONTH TO MONTH TENANCY WITH RESCORE MONTGOMERY, LLC FOR OFF-STREET PARKING AT 711 MONTGOMERY STREET

Initiator

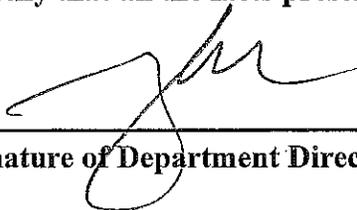
Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

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

Resolution Purpose

To provide parking for residents and business invitees in the area known as McGinley Square.
The term of this Lease Agreement shall take effect as of January 1, 2015 to December 31, 2015 at a cost of \$1.00 per month or \$12.00 per year.
The City shall be responsible for obtaining an exemption for the Property from real estate taxes. If the City is unable to obtain the exemption, the City shall pay the real estate taxes which are approximately \$50,000.00 per year.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/16/15

Date

CITY OF JERSEY CITY

Requisition #

0170559

Assigned PO #

Requisition

Vendor
RESCORE MONTGOMERY, LLC
1951 NW 19TH STREET, SUTE 200
ATTN: JIMMY HANCOCK
BOCA RATON FL 33431
RE461937

Dept. Bill To
DIVISION OF REAL ESTATE
MUNICIPAL COURT BUILDING
365 SUMMIT AVENUE
JERSEY CITY NJ 07306

Dept. Ship To

Contact Info
PEGGY RAUSCH X5234
0000000000

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	ENCUMBRANCY	0120131432304	1,000.00	1,000.00

THIS PURCHASE ORDER IS FOR ENCUMBRANCY
PURPOSES TO ESTABLISH FUNDING FOR
OFF-STREET PARKING AT 711 MONTGOMERY STREET
NAME OF CONTRACT: RESCORE MONTGOMERY, LLC
TOTAL CONTRACT: \$50,000.00
TEMPORARY ENCUMBRANCY \$1,000.00
TO ESTABLISH FUNDING
PAYMENTS WILL BE MADE FROM TIME TO TIME
ON PARTIAL PAYMENT VOUCHERS.

Requisition Total 1,000.00

Req. Date: 06/10/2015

Requested By: PEGGYR

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

LEASE AGREEMENT

THIS LEASE AGREEMENT, made on _____, 2015

Between
RESCORE MONTGOMERY LLC, a Delaware
Limited liability company
c/o Joseph DiCristina
1951 N.W. 19th Street, Suite 200
Boca Raton, FL 33431

"Landlord"

And THE CITY OF JERSEY CITY

with offices at 280 Grove Street
Jersey City, N.J. 07302

"Tenant"

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord. the following described premises as of January 1, 2015:

The entire premises at 711 Montgomery Street, Jersey City, New Jersey, more specifically described on Schedule A attached hereto for the term of twelve (12) months, commencing on or about January 1, 2015, and ending on or about December 31, 2015 subject to Section 26 hereof, to be used and occupied only for the sole purpose of a parking lot for motor vehicles.

UPON the following Conditions and Covenants:

1. Payment of Rent.

The Tenant covenants and agrees to pay to the Landlord, as base rent for and during the term hereof, the sum of \$12.00 in the following manner:

The sum of \$1.00 per month commencing as of January 1, 2015, plus any other Tenant obligations described herein.

2. Repairs and Care.

The Tenant has examined the premises and has entered into this Lease without any representation on the part of the Landlord as to the condition thereof. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented

premises to the Landlord vacant and free from any motor vehicles, debris or trash. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances and shall keep and maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. No hazardous waste, toxic or flammable materials shall be stored or kept on the subject premises at any time. Tenant shall cut the grass, if necessary, and keep the premises in orderly condition.

3. Alterations and Improvements.

No alterations, additions or improvements shall be made, or shall be installed in or attached to the leased premises, without the written consent of the Landlord.

4. Utilities.

The Tenant shall pay when due all the rents or charges for utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment or rent next due or within thirty [30] days of demand therefor, whichever occurs sooner.

5. Compliance with Laws, Etc.

The Tenant shall promptly comply with all Laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal Government or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. Failure to so comply shall be grounds to terminate this Lease provided fifteen (15) days' notice to cure is served on Tenant. Any summons or citations issued by any governmental agency arising out of Tenant's use of the premises shall be the sole responsibility of the Tenant as additional rent hereunder. If Tenant requires a Certificate of Occupancy, same shall be obtained by Tenant and any inspections, repairs, etc. necessitated shall be done at Tenant's own expense.

6. Liability Insurance.

The Tenant, at Tenant's own cost and expense, shall obtain or provide and keep in full force for the benefit of the Landlord and Tenant, during the term hereof, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or

about the leased premises, for injuries to any person or persons, for limits of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person, in any one accident or occurrence, and for loss or damage to the property of any person or persons, for not less than \$50,000.00. The policy or policies of insurance or Certificate of Insurance naming Landlord entity as additional insured, shall be of a company or companies authorized to do business in this State and shall be delivered to the Landlord, together with evidence of the payment of the premiums therefor, prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. The Tenant also agrees to and shall save, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or from any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business. Failure to maintain liability insurance naming Landlord as an additional insured as described shall be a ground for termination of this Lease.

7. Restriction of Use.

The Tenant shall not occupy or use the leased premises or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

8. Mortgage Priority.

This Lease shall not be a lien against the said premises in respect to any mortgages that may hereinafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute an instruments, without cost, which may be deemed necessary or desirable, to further effect and subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instrument shall entitle the Landlord to the option of cancelling this Lease, and the term hereof is hereby expressly limited accordingly.

9. Condemnation and Eminent Domain.

If the land and premises leased herein, or of which the leased premises are a part, or, any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit or other action shall be instituted for the taking or condemnation thereof, or if in lieu of any formal condemnation proceedings or actions the Landlord shall grant an option to purchase and or shall sell and convey the said premises or any portion thereof, to the governmental or other public authority, agency, body or public

utility, seeking to take said land and premises or any portion thereof, then this Lease, at the option of the Landlord or Tenant, may be terminated, upon thirty (30) days written notice to the other party, shall terminate and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings, and all rights of the Tenant to damages, if any are hereby assigned to the Landlord. The Tenant agrees to execute and deliver any instruments, at the expense of the Landlord, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body or public utility seeking to take or acquire the said lands and premises or any portion thereof. The Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the Landlord may incur by reason of the Tenant's breach hereof.

10. Fire and Other Casualty.

Intentionally omitted.

11. Reimbursement of Landlord.

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within Lease, the Landlord may, if the Landlord so elects, carry out the performance of such conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this Lease contained.

12. Inspection and Repairs.

The Tenant agrees that (i) the Landlord and the Landlord's agents, employees or other representatives, shall have the right to enter into and upon the said premises or any part thereof, at all reasonable hours, for the purpose of examining the same or making any such repairs or alteration therein or conduction any tests on the premises, including but not limited to, any soil and geological tests on site, as may be necessary for the future plans by the Landlord at this site; and (ii) Landlord may store any equipment or materials on the premises in connection with such alterations, repairs or testing. This clause shall not be deemed to be a covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs since all repairs to the

premises are to be made by the Tenant subject to the Landlord's rights under Paragraph 3 above.

13. Right to Exhibit.

The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives, at any time, to show the premises to persons wishing to rent or purchase the same, or persons retained by the Landlord to perform services for the future development of the site, and to be allowed to erect signage announcing the proposed development.

14. Removal of Tenants Property.

Any equipment, fixtures, goods or other property of the Tenant, or Tenant's customers' property, not removed by the Tenant upon the termination of this Lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any. Should the Landlord be required to physically remove any such motor vehicles at the conclusion of this tenancy, any costs attributed to such removal shall be paid by the Tenant as additional Rent and shall be due upon demand.

15. Remedies Upon Tenants Default.

If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefor, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefor and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have been put to re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; same to be paid as such deficiencies arise and are ascertained each month.

Notwithstanding anything to the contrary herein, Landlord's right of re-entry and repossession of the leased premises shall arise only in the event of abandonment or Tenant's lawful eviction or any other means governed by New Jersey Statutes or Case Law.

16. Termination on Default.

Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale or by the operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the terms hereof, upon giving to the Tenant or any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five (5) days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damage, provided same is done in accordance with New Jersey law.

17. Non-Liability of Landlord.

The Landlord shall not be liable for and Tenant shall indemnify, defend and hold Landlord harmless from any claims, damages losses, costs and expense arising as a result of any damage or injury which may be sustained by the Tenant or any other person, or by reason of the elements, or resulting from the carelessness, negligence or improper conduct on the part of any other tenant, or the Landlord, Landlord's members, managing principals, employees or affiliates of Landlord, or the Landlord's representatives or agents or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, or attributable to any interference with, interruption with, interruption of or failure beyond the reasonable control of the Landlord for any services to be furnished or supplied by the Landlord, including any act of vandalism to the premises, should that occur.

18. Non-Waiver By Landlord.

The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or

more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

19. Validity of Lease.

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjusted to be invalid or unenforceable by a Court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

20. Broker's Commission.

Both parties represent that they have not contacted a real estate broker nor owe any commission as a result of this Lease. Both parties indemnify the other for any claims for real estate commissions from the lease of this property.

21. Notices.

See Section 27.

22. Title and Quiet Enjoyment.

The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this Lease, and does further covenant that the Tenant on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

23. Entire Contract.

This lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant.

24. Waiver of Subrogation Right.

The Tenant waives all rights of recovery against the Landlord or Landlord's agents, employees or other representatives, for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured. The Tenant shall obtain from the Tenant's insurance carriers and will deliver to the Landlord, waivers of the subrogation rights under the respective policies.

25. Real Estate Taxes.

Tenant agrees to reimburse landlord for all real estate taxes and S.I.D. assessments for the calendar year 2015, if any are assessed against the leased premises during the term of this Lease. Tenant will remit such reimbursement to Landlord not later than thirty (30) ~~ten (10)~~ business days after Landlord's request for such reimbursement. Tenant further represents that it will redeem tax sale certificate no. 2014-1785 sold on December 18, 2014 and pay any subsequent taxes that may have accrued accrued to the certificate. ~~no real estate taxes, past or present, are due for the leased premises.~~

Formatted: Strikethrough

26. Landlord's Right to Terminate.

The leased premises have been approved for the construction of a residential building. Should Landlord desire to commence construction before the end of the term of this Lease, Landlord shall notify Tenant and Tenant shall have thirty (30) days after receipt of such notice from Landlord to vacate the premises.

27. Notice. All notices to be given hereunder shall be delivered by hand, or sent to the party to be notified, via certified mail, return receipt requested or sent by recognized overnight courier which provides evidence of receipt and shall be deemed given when delivered by hand or one (1) business day after delivery to such recognized overnight courier or three (3) days after being posted with the United States Postal Service addressed to the parties as follows, or such other address as may be designated in writing, which notice of change of address shall be given in the same manner:

If to the Landlord:

Rescore Montgomery, LLC
c/o Jimmy Hancock
1951 N.W. 19th Street, Suite 200
Boca Raton, FL 33431

and

Sterns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130
Attn: Marina I. Ross, Esq.

If to the Tenant:

City of Jersey City
City Clerk of Jersey City
280 Grove Street
Jersey City, NJ 07302

And

Jersey City Corporation Counsel
280 Grove Street
Jersey City, NJ 07302

28. Signatures.

The parties agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers have been authorized to sign and its corporate seal is affixed hereto.

29. Counterparts.

This Lease may be executed simultaneously in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

30. Waiver of Trial by Jury.

LANDLORD AND TENANT HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS LEASE OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS LEASE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LANDLORD AND TENANT ENTERING INTO THE LEASE.

31. Attorneys' Fees.

In the event of any dispute hereunder the prevailing party shall be entitled to recover its reasonable attorneys' and paralegals' fees and expenses (including, but not limited to, those charges for services in connection with representation before, during or after the trial level, upon all appellate levels, and in any bankruptcy or insolvency proceeding) in connection therewith.

Landlord:

Rescore Montgomery, LLC, a

Delaware limited liability company

By: _____

Joseph DiCristina, Authorized Signatory

Tenant:

City of Jersey City

By: _____

SCHEDULE A

Block: 15004

Lots: 15 and 31

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



ORDINANCE NO. Ord. 15.092
 TITLE: 3.E JUN 24 2015 4.B

JUL 15 2015

Ordinance authorizing the City to enter into a month to month tenancy with Rescore Montgomery, LLC for Off-Street Parking at 711 Montgomery Street.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUL 15 2015 8-0											
Councilperson <u>COLEMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	ABSENT			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

JOHN SEBOROWSKI

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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

Robert Byrne
 Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., Council President

Date

JUL 15 2015

*Amendment(s):

APPROVED:

Steven M. Fulop

Steven M. Fulop, Mayor

Date

JUL 20 2015

Date to Mayor

JUL 15 2015

City Clerk File No. Ord. 15.093

Agenda No. 3.F 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.093

TITLE:

AN ORDINANCE GRANTING PERMISSION TO CHRISTOPHER COLUMBUS DRIVE, LLC, SUCCESSORS AND ASSIGNS, TO MAKE PRIVATE IMPROVEMENTS IN THE CHRISTOPHER COLUMBUS DRIVE PUBLIC RIGHT OF WAY ADJACENT TO THE PROPERTY LOCATED AT 190 CHRISTOPHER COLUMBUS DRIVE, JERSEY CITY, NEW JERSEY, ALSO KNOWN ON THE TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 12703, LOT 4.

WHEREAS, Christopher Columbus Drive, LLC, successor in interest to Kengru Capital, LLC, having offices located at 493 Jersey Avenue, Jersey City, New Jersey 07302 (hereinafter the "Petitioner") is the owner of the property located at 190 Christopher Columbus Drive, Jersey City, New Jersey and known as Block 12703, Lot 4 (formerly known as Block 310, Lot 11.A) on the current tax maps of the City of Jersey City ("Property"); and

WHEREAS, pursuant to a Resolution for the Preliminary and Final Site Plan Approval in connection with the Property, Case #Z10-024, the Zoning Board of Adjustment granted approval to convert the existing five (5) story building to a mixed use building that includes up to fifteen (15) work/live units and two (2) ground floor commercial units in connection with the Property (copy of said Resolution is attached hereto as Exhibit C); and

WHEREAS, the work/live and mixed use building is a use that is consistent with other uses within the neighborhood; and

WHEREAS, part of the development approval granted in Case #Z10-024 includes the construction of a front entry platform and stairs (the "Stairs") within a portion of the Christopher Columbus Drive public right-of-way, which is more particularly depicted and described in the Franchise Plans, Exhibits A and B, attached hereto; and

WHEREAS, the construction of the Stairs are necessary to comply with the handicap code requirements and will be elevated above the sidewalk grade in order to access the retail portion of the Property and is consistent with the historical character of the property; and

WHEREAS, the Petitioner is required to file the Petition for a Franchise Ordinance to place these improvements; and

WHEREAS, there will remain sufficient area in the right-of-way for pedestrian use (at least five (5) unobstructed feet), and the proposed private improvements will not impede or have a negative impact on typical pedestrian use; and

WHEREAS, Petitioner has filed a petition for relief and represented to the Municipal Council of the City of Jersey City that the passage of this Ordinance is in the best interests and essential for the completion of the construction of the development; and

WHEREAS, after due notice was given in accordance with law, a public hearing was held on the Petition filed by Petitioner to grant permission to construct entry Stairs within the public right-of-way under the condition that all costs associated with the improvements would be incurred by the Petitioner, and further that there were no objections to such private improvements; and

WHEREAS, the Jersey City Zoning Officer and Building Department can approve the construction of the improvements at the subject property conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City; and

WHEREAS, a franchise ordinance is required to permit the completion of the construction of the private improvements within the public right-of-way; and

WHEREAS, by reason of the character of the development of the area within which this property is situated, the said improvements will enhance the aesthetic and character of the property and greatly benefit Jersey City and the surrounding neighborhood; and

WHEREAS, the public interest will be served by said improvements, which will be of great benefit to the citizens of Jersey City and Hudson County and the rights of the public will not be injuriously or adversely affected by the requested relief;

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

SECTION I. Permission be, and is hereby granted to Petitioner, its successors and assigns, to complete private improvements to a portion of lands located within the public right-of-way adjacent to 190 Christopher Columbus Drive, Jersey City, New Jersey, and known as Block 12703, Lot 4 on the current tax maps of the City of Jersey City, said areas being more particularly described as follows on the franchise plan, and metes and bounds description attached hereto as Exhibit A and Exhibit B, respectively.

1. The contemplated improvements will include the construction of front entry platform and stairs to be located within the public right-of-way.

2. There will remain sufficient area in the right-of-way (at least five [5] unobstructed feet) for typical pedestrian use.
3. The contemplated improvements will be constructed consistent with the Plans approved by the Jersey City Planning Board, the Jersey City Zoning Officer and Building Department.
4. All costs associated with these improvements will be incurred by the Petitioner.
5. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals and are necessary to comply with handicap code requirements, and will greatly benefit the Petitioner's property and the surrounding neighborhood.

SECTION II. All the work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all the work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. The construction plans shall be submitted to the City Engineer for his review and comments prior to the start of construction. After construction there shall remain no damage to the sidewalk or roadway or interference with the free and safe flow of pedestrian traffic and vehicular traffic. Petitioner and its successors and assigns, shall maintain all improvements installed by it for the entire term of this Franchise at no cost to the City.

SECTION III. This Ordinance shall remain in full force and effect for a period of ninety-nine (99) years. This Ordinance shall take effect upon final passage and publication according to law. In the event that the Municipal Council determines that this Ordinance must be canceled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioner one year prior to the date of cancellation.

SECTION IV. All costs and expenses incident to the introduction, passage and publication of this Ordinance shall be borne and paid by Petitioner.

SECTION V. In accepting the privileges of this Ordinance and the installation, maintenance and use hereby authorized, Petitioner, its successors and assigns hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to persons or property by reason of said installation, maintenance and use, and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use (except such injury or damage which is caused by the negligence or misconduct of the City or its officers, employees or agents) for the term of this Ordinance. Petitioner, its successors and assigns, shall maintain in effect, during the term of

this franchise, liability insurance naming the City of Jersey City, its officers and employees as additional insured, covering the use and occupancy of the public property subject to this franchise. A certificate of insurance, in the amount of \$2,000,000.00, or in such amount and type as the City's Risk Manager may reasonably require from time to time, and in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to this Franchise Ordinance.

SECTION VI. This Ordinance shall not become effective unless an acceptance hereof in writing is filed by the Petitioner with the City Clerk. In the event, that the Petitioner shall not file with the City Clerk its acceptance in writing of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION VII. Only with prior written consent and approval by the City Council of the City of Jersey City, which consent and approved shall not unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION VIII. An easement for the duration of this Ordinance is reserved for the benefit of the City of Jersey City and all public utility companies including any cable television company as defined in the Cable Television Act, P.L. 1972, c. 186 (c. 48:5A-1 et seq.) for the purpose of ingress and egress over and upon the area subject to this Franchise Ordinance in order to maintain, repair or replace existing utility facilities including water lines, sewer lines, gas lines and telephone, electrical and cable television wires and poles which may be located either beneath or above the surface of the area subject to this Franchise Ordinance.

SECTION IX. For the rights and privileges herein granted, said beneficiaries hereunder, their successors and assigns, shall pay annually to the City of Jersey City the sum of One Dollar (\$1.00), which payment shall be made annually on the 1st day of June next succeeding the time when this Ordinance shall become effective and on each first day of June thereafter until the termination of this Ordinance.

SECTION X. 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 certified and incorporated in the official copies of the Jersey City Code.

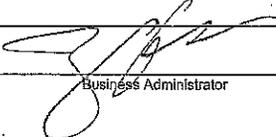
C. This Ordinance shall take effect at the time and in the manner as provided by law.

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 repeals of existing provisions.

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: _____
APPROVED:  _____
Business Administrator

Certification Required
Not Required

PETITION

TO: THE HONORABLE, THE MAYOR AND MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY:

Your Petitioner, Christopher Columbus Drive, LLC, as successor in interest to Kengru Capital, LLC, having offices located at 493 Jersey Avenue, Jersey City, New Jersey 07302, respectfully says that:

1. Petitioner is the owner of the property located at 190 Christopher Columbus Drive, Jersey City, New Jersey and known as Block 12703, Lot 4 (formerly known as 310, Lot 11.A) on the current tax maps of the City of Jersey City (the "Property"). The Petitioner has been approved by the Jersey City Zoning Board of Adjustment pursuant to Case #Z10-024, which was approved on February 17, 2011, and memorialized by resolution on May 19, 2011, to develop fifteen (15) work/live units and two (2) ground floor commercial units at the Property.

2. The Jersey City Zoning Board of Adjustment approved the development plans with private improvements being constructed in the Christopher Columbus Drive public right-of-way that will assist in complying with handicap code requirements.

3. Petitioner proposes to make the following site improvements within the areas of the public right-of-way:

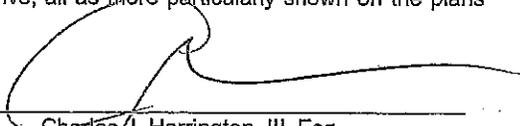
A. The contemplated improvements will include the construction of a front entry platform and stairs ("Stairs") to be located within the public right-of-way along Christopher Columbus Drive.

B. All costs associated with these improvements will be incurred by the Petitioner, and there being no objections thereto.

4. Petitioner has presented the proposed improvements to the Jersey City Zoning Officer and Building Department, which can approve proposed improvements conditioned upon the Petitioner being granted a franchise ordinance by the City Council of the City of Jersey City.

5. The contemplated improvements are necessary to construct the proposed development consistent with the development approvals, and will greatly benefit the Petitioner's property and the surrounding area and neighborhood.

WHEREFORE, the Petitioner respectfully prays for itself, its successors and assigns, for the enactment of a Franchise Ordinance to allow it to make private improvements within the public right-of-way of Christopher Columbus Drive, all as more particularly shown on the plans annexed hereto and made a part hereof.

By: 

Charles J. Harrington, III, Esq.,
o/b/o Christopher Columbus Drive, LLC,
Attorney for the Petitioner

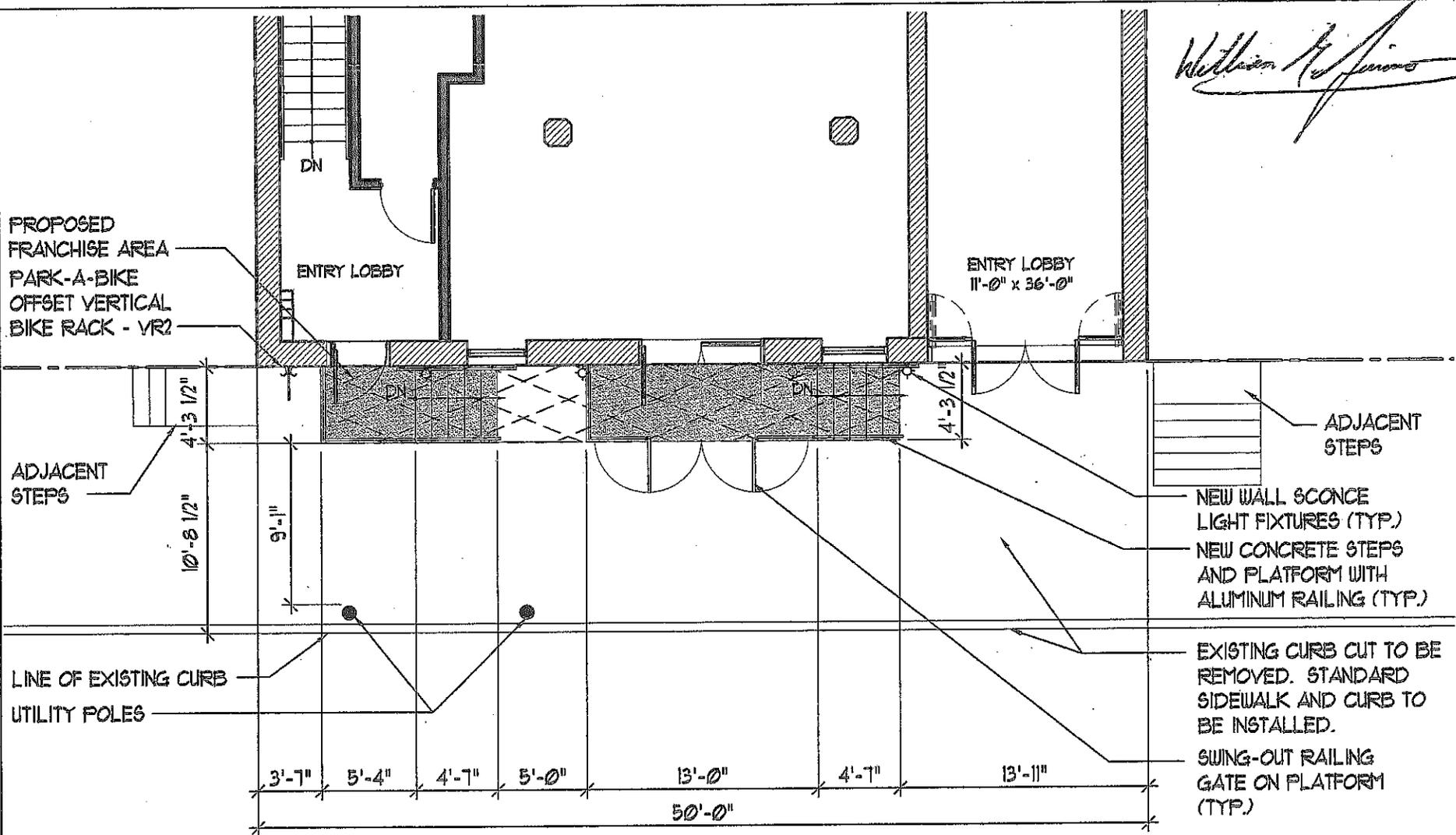


190

Exhibit

A

William G. Severino

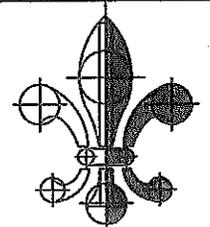


PROPOSED PLATFORM AND STEPS PLAN

CASE NO Z10-024
FORMERLY

BLOCK 12703 LOT NO 4
BLOCK 310 LOT NO 11.A

SCALE: 1/8" = 1'-0"



William G. Severino
ARCHITECT, LLC

REGISTERED ARCHITECT NJ 21AI01374500
104 SUMMIT CIRCLE 201.615.7001 TEL.
LITTLE FERRY, NJ 07643 201.329.9380 FAX
BILL.WGS_ARCH@VERIZON.NET

PROJECT
MIXED USE REDEVELOPMENT
190 CHRISTOPHER COLUMBUS DRIVE, JERSEY CITY, NJ

CLIENT
CHRISTOPHER COLUMBUS DRIVE, LLC
200 CONNECTICUT AVENUE, NORWALK, CONNECTICUT, 06854

DATE:
MAY 21, 2015

DRAWING NO.
FP-1 REVISED



NEW WALL MOUNTED
BIKE RACK

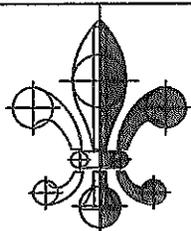
NEW CONCRETE STEPS AND
PLATFORM WITH STUCCO FINISH
AND ALUMINUM RAILING,
PAINTED BLACK TO MATCH
STOREFRONT

PROPOSED PLATFORM AND STEPS ELEVATION

CASE NO Z10-024
FORMERLY

BLOCK 12703 LOT NO 4
BLOCK 310 LOT NO 11.A

SCALE: 3/16" = 1'-0"



William G. Severino
ARCHITECT, LLC

REGISTERED ARCHITECT NJ 21AI01374500
104 SUMMIT CIRCLE 201.615.7001 TEL
LITTLE FERRY, NJ 07643 201.329.9380 FAX
BILL.WGS_ARCH@VERIZON.NET

PROJECT
MIXED USE REDEVELOPMENT
190 CHRISTOPHER COLUMBUS DRIVE, JERSEY CITY, NJ

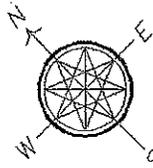
CLIENT
CHRISTOPHER COLUMBUS DRIVE, LLC
200 CONNECTICUT AVENUE, NORWALK, CONNECTICUT, 06854

DATE:
MAY 21, 2015

DRAWING NO.
FP-2 REVISED

Exhibit

B



BEHAR SURVEYING ASSOCIATES, P.C.

Professional Land Surveying and Planning

61 Locust Lane, East Rutherford, NJ 07073

Phone: 973-778-0010

Fax: 973-778-0027

<http://www.beharsurveying.com>

190 Columbus Drive

a/k/a 190 Christopher Columbus Drive

Tax Block 12703, Lot 4

City of Jersey City

Hudson County, N.J.

Beginning at a point on the northeasterly line of Columbus Drive, *also known as Christopher Columbus Drive and formerly known as Railroad Avenue*, (104' Wide Right-of-Way), said point being distant 80.00' northwesterly from the corner formed by the intersection of the northwesterly line of Jersey Avenue (80' Wide Right-of-Way) and the said line of Christopher Columbus Drive, running thence;

1. N 56°00'00" W 50.00', along the said line of Columbus Drive to a point; thence
2. N 34°00'00"E 145.04', leaving Columbus Drive to a point on the southwesterly line of Maxwell Place; thence
3. S 63° 20'30"E 50.41', along Maxwell Place to a point; thence
4. S 34° 00'00" W 151.28', leaving Maxwell Place to the point and place of beginning.

In accordance with a survey prepared by Behar Surveying Associates, PC dated June 15, 2010 and revised March 4, 2011.

Proposed Franchise Area

Beginning at a point on the northeasterly line of Columbus Drive, *also known as Christopher Columbus Drive and formerly known as Railroad Avenue*, (104' Wide Right-of-Way), said point being distant 93.92' northwesterly from the corner formed by the intersection of the northwesterly line of Jersey Avenue (80' Wide Right-of-Way) and the said line of Christopher Columbus Drive, running thence;

1. S 34° 00'00" W 4.29', leaving the said line of Columbus Drive to a point resting in the right-of-way of said street; thence
2. N 56°00'00" W 32.50', continuing in the said right-of-way to a point; thence
3. N 34°00'00"E 4.29', to a point on the said right-of-way line of Columbus Drive; thence
4. S 56° 00'00" E 32.50', along said right-of-way line of Columbus Drive to the point and place of beginning.

In accordance with an architectural plan prepared by William G. Severino, Architect, LLC dated May 21, 2015.

Subject to easements and restrictions of record.

William B. Klapper

Professional Land Surveyor

New Jersey License No. 24GS03317500

Exhibit

C

Prepared by:


Charles J. Harrington, III

**RESOLUTION OF THE ZONING BOARD OF ADJUSTMENT
OF THE CITY OF JERSEY CITY**

APPLICANT: KENGRU CAPITAL, LLC
FOR: PRELIMINARY AND FINAL SITE PLAN WITH
C (SIGNAGE) AND D (USE) VARIANCES
190 CHRISTOPHER COLUMBUS DRIVE
JERSEY CITY, NEW JERSEY
BLOCK 310, LOT 11.A
CASE NO.: Z10- 024



20110602010040870 1/6
06/02/2011 11:09:00 AM DEED
Bk: 8794 Pg: 302
Willie L. Flood
Hudson County, Register of Deeds
Receipt No. 573711

WHEREAS, the Applicant, **KENGRU CAPITAL, LLC, (the Applicant)**, per **Connell Foley, LLC**, (Charles J. Harrington, III, Esq., appearing), made an application to the Zoning Board of Adjustment of the City of Jersey City, County of Hudson and State of New Jersey, for Preliminary and Final Site Plan Approval with variances pursuant to N.J.S.A. 40:55D-70(d) (use), and N.J.S.A.40:55D-70(c) (signage), to wit: Calendar No. Z10-024, to convert the existing five story commercial warehouse building to a mixed use building that includes up to fifteen (15) work/live units and two ground floor commercial units with regard to property located at 190 Christopher Columbus Drive, Jersey City, New Jersey, and also known on the Jersey City Tax Maps as Block 310, Lot 11.A; and

WHEREAS, due notice of a hearing before the Zoning Board of Adjustment of the City of Jersey City, on February 17, 2011 at 6:00 p.m., was duly published as prescribed in the Zoning Ordinance of the City of Jersey City; and

WHEREAS, the Applicant has submitted proof that it has complied with the applicable procedural requirements including the payment of fees and public notices; and

Record and Return to:

CHARLES J. HARRINGTON, III, ESQ.
CONNELL FOLEY, LLP
HARBORSIDE FINANCIAL CENTER
2510 PLAZA FIVE
JERSEY CITY, NEW JERSEY 07311

L-1
S-4
96-6 pgs
3:00 PM

WHEREAS, all testimony having been formally heard for this application; and

WHEREAS, after consideration of the application, the testimony presented at the meeting, and the oral and written comments and recommendations of the Division of Planning professional staff, the Zoning Board of Adjustment has made the following findings of fact:

FINDINGS OF FACT

1. The Applicant, KENGRU CAPITAL, LLC, had applied to the Zoning Board of Adjustment for variances pursuant to N.J.S.A. 40:55d-70(c) (signage) and N.J.S.A. 40:55D-70(d) (use), to convert the existing five story commercial warehouse building to a mixed use building that includes up to fifteen (15) work/live units and two ground floor commercial units with regard to property located at 190 Christopher Columbus Drive, Jersey City, New Jersey, and also known on the Jersey City Tax Maps as Block 310, Lot 11.A.
2. The existing building is a unique building that is located on a through lot, and one of the older "warehouse" buildings along Christopher Columbus Drive. The parcel is located in the NC, Neighborhood Commercial Zoning District, and is a non-conforming use in the NC Zone.
3. The "work/live" use is not permitted in the NC Zone, and such use is only permitted in one regular zoning district, the Marion Works Office/Residential District.
4. The NC Zone permits both above floor residential and a variety of ground floor commercial uses and the proposed work/live with ground floor commercial is not inconsistent with the intent and purpose of the Master Plan or zone plan with respect to the NC Zone.
5. The subject industrial building is particularly suited for this adaptive reuse because of its existing conditions and layout, and the building can provide for appropriate work/live space.

6. The proposed work/live use is a use that is a less intense use than the existing uses (warehousing & light manufacturing) at the property, is more consistent with the permitted uses in the NC Zone, and will not have any substantial negative impact on the other existing uses along Christopher Columbus Avenue or the immediate area.

7. There will be only a slight expansion of the building footprint to meet the "handicap" code requirements for the front stair/stoop area along Christopher Columbus Drive, and the facades on both Maxwell Street and Christopher Columbus Drive will be rehabilitated. Additionally, Applicant proposes to construct a new sidewalk along Maxwell Street, and both improvements will benefit the building and the immediate neighborhood.

8. The building is particularly suited for this use, and there are currently no other uses similar to the proposed use in the area, but there is a great demand for this type of use. Therefore, the use variance meets the positive criteria because the proposed use is particularly well suited to the proposed site and it is a unique use that is needed in the area.

9. The Applicant is also requesting variances with regard to the size and number of the signs at the property. Building signage is proposed on both Christopher Columbus Drive and Maxwell Place frontages for both commercial and work/live purposes. In addition, the Applicant is proposing a sign to identify the building name.

10. The width of the lot and the proposed mix of uses at the building warrant the additional requested signage, on Christopher Columbus Drive. Separate residential building signage is not permitted in the NC zone, but in this particular case, the proposed building sign, is needed to distinguish the ground floor commercial use from the mixed residential/commercial units above. The additional ground floor signage is appropriate for a building with two (2) frontages (due to the through lot) and multiple ground floor uses, and will not result in any substantial detriments. Therefore, the benefits of granting the requested sign variances outweigh any detriments and the requested sign variances are warranted.

NOW, THEREFORE, BE IT RESOLVED that the Zoning Board of Adjustment of the City of Jersey City, County of Hudson and State of New Jersey, for the foregoing reasons,

approves the within application for a variances pursuant to N.J.S.A. 40:55D-70(c) (signage) and N.J.S.A. 40:55D-70(d) (use), to wit: Calendar No. Z10-024, to convert the existing five story commercial warehouse building to a mixed use building that includes up to fifteen (15) work/live units and two ground floor commercial units with regard to property located at 190 Christopher Columbus Drive, Jersey City, New Jersey, and also known on the Jersey City Tax Maps as Block 310, Lot 11.A, in accordance with the plans and testimony, subject to the Zoning Board of Adjustment of the City of Jersey City, subject to the following conditions:

1. Under no circumstances shall any of the work/live units be industrial, heavy commercial uses or any use that may create or produce toxic or noxious fumes, smoke, odors, hazardous discharges, glare, electromagnetic disturbances, radiation, dust or waste, undue noise or vibration, or other objectionable features that are detrimental to public health, safety, or general welfare, or that are damaging to the physical environment.

2. No more than half of the total space of each work/live unit shall be dedicated to work space, and the remaining area must be used for residential purposes; and the person engaged in the occupation must reside in the premises.

3. No more than two (2) full time or full time equivalent employees not residing within the premises shall be employed for each of the work/live units.

4. A franchise ordinance has to be obtained by the City Engineering before the final site plans are signed.

5. All Jersey City Review Agents' comments shall be addressed prior to application for construction permits (including location of the bike racks and street trees).

6. All sidewalk and other improvements to the R-O-W along both Maxwell Street and Christopher Columbus Drive shall be installed prior to the issuance of a certificate of occupancy.

7. All signage shall be installed as shown on the final approved plans and signs shall not be internally lit.

8. The Applicant shall consult with the Historic Preservation Officer regarding the façade repair and restoration work.

9. A complete color/material board shall be submitted to the Division of City Planning for review, and final material specifications shall be added to revised plans prior to application for construction permits.

10. The water table of the façade along Maxwell Street on the ground floor shall be changed to brick and final revised plans shall reflect same.

11. No deviations from the approved site plan or elevations, including those that may be required by the office of the Construction Code Official, shall be permitted without immediate notification to the Division of City Planning in order to determine if an application for site plan amendment is required.

12. A copy of the memorialized resolution shall be filed with the Hudson County Register's Office with proof of such filing to be submitted to the Division of City Planning prior to application for construction permits.

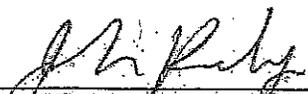
APPLICANT: KENGRU CAPITAL, LLC
FOR: PRELIMINARY AND FINAL SITE PLAN WITH
C (SIGNAGE) AND D (USE) VARIANCES
190 CHRISTOPHER COLUMBUS DRIVE
JERSEY CITY, NEW JERSEY
BLOCK 310, LOT 11.A

CASE NO.: Z10-024

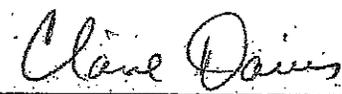
VOTE: 6 - 0

COMMISSIONER: YES NO ABSTAIN

Chairman Joseph Kealy	X
Commissioner Aneesah Abdullah	X
Commissioner Dominick Forte	X
Commissioner Barbara Gordon	X
Commissioner Consuelo Evans	X
Commissioner Brian Loughlin	X

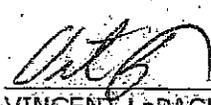


JOSEPH KEALY, CHAIRMAN
ZONING BOARD OF ADJUSTMENT
OF THE CITY OF JERSEY CITY



CLAIRE DAVIS, SECRETARY
ZONING BOARD OF ADJUSTMENT
OF THE CITY OF JERSEY CITY

APPROVED AS TO LEGAL FORM:



VINCENT LaPAGLIA, ESQ.

DATE OF HEARING:
DATE OF MEMORIALIZATION:

February 17, 2011

~~April 21, 2011~~

5/15/2011

FILED
20110602010040870
06/02/2011 11:09:00 AM
DEED
NUMBER OF PAGES : 6
TCALENDER

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



ORDINANCE NO. Ord. 15.093

TITLE: 3.F JUN 24 2015 4.F JUL 15 2015

An ordinance granting permission to Christopher Columbus Drive, LLC, successors and assigns, to make private improvements in the Christopher Columbus Drive public right of way adjacent to the property located at 190 Christopher Columbus Drive, Jersey City, New Jersey, also known on the tax maps of the City of Jersey City as Block 12703, Lot 4.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>COLEMAN</u> to close P.H. <u>9-0</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

Robert Byrne, City Clerk

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUL 15 2015

*Amendment(s):

APPROVED:

Steven M. Fulop, Mayor

Date JUL 20 2015

Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.094

Agenda No. 3.6 1st Reading

Agenda No. 4.6 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.094

TITLE: AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY

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

WHEREAS, Genesis Ocean Urban Renewal Associates, LLC is a qualified Urban Renewal Entity [the Entity] under the New Jersey Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq.; and

WHEREAS, the Entity is the contract purchaser of certain property known as: Block 25804, Lots 23, 22, 21, 20, 19, 18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445, 447, 449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey [the Property]; and

WHEREAS, the Property is located within the boundaries of the Turnkey Redevelopment Plan Area and has received site plan approval for a 64 unit building with 2000 square feet of commercial retail space and 22 parking spaces; and

WHEREAS, by the adoption of Ordinance 11-101, the City had approved a 30 year tax exemption for the Property under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq, if construction began no later than two (2) years from the date of the adoption of the ordinance, which tax exemption expired by operation of law construction failed to commence by August 31, 2013; and

WHEREAS, by the adoption of Ordinance 13-098, the City then approved a 30 year tax exemption for the Property under the New Jersey Mortgage Housing Finance Law, N.J.S.A. 55:14K-1 et seq., and which was amended by the adoption of Ordinance 14-012 to amend the Entity's name; and

WHEREAS, by an application submitted on June 15, 2015, the Entity now proposes to rescind the prior tax exemption ordinances and seek approval of an affordable housing project to be constructed on the Property with a 30 year tax exemption; and

WHEREAS, the Entity has filed an application for a new tax exemption under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., in order to enable the Entity to maximize their eligibility for low income housing tax credits to finance the project; and

WHEREAS, the Entity seeks to pay 6.28% of Annual Gross Revenue from the affordable residential units or \$32,156 a year and 10% of Annual Gross Revenue from the commercial, retail space or \$2,070 for an estimated total annual service charge of \$34,226; and

AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY

WHEREAS, a copy of the application is on file in the Office of the City Clerk; 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 City will apply to receive credit for creating 64 units of low or moderate income family rental housing against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing;
2. There is an especially compelling need for decent safe and affordable housing for low or moderate income families, especially for citizens who are currently paying over 30% of their income for housing; and
3. The construction of the improvements will stabilize the neighborhood; and

WHEREAS, the City hereby determines that the tax exemption is necessary to insure the success of the project for the following reasons:

1. The reduced tax payments allow the owner to stable its operating budget, allowing a high level of maintenance to the building over the life of the project;
2. The reduction in taxes makes the Project attractive to investors of low income housing tax credits; and
3. The reduced tax payments will allow the owner to maintain the low and moderate income units at the lowest rents possible within the income guidelines; and
4. The project provides 64 units of low income affordable housing of which 22 units will be moderate income, 36 units will be low income, and 6 will be very low income, which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, that indicates that the amount of the service charge will not support the cost of providing municipal services to the Project; and

WHEREAS, Mayor Steven M. Fulop has reviewed the application and recommends approval of the tax exemption by the Municipal Council.

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:

1. The application of Genesis Ocean Urban Renewal Associates, LLC is a qualified Urban Renewal Entity under the New Jersey Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. is hereby approved, subject to the following terms and conditions:
 - (a) Term: 30 years;
 - (b) Service Charge: 6.28 % of Annual Gross Revenue, estimated to be \$32,156 or approximately \$502 per unit and 10% of Annual Gross Revenue for the commercial retail space, estimated to be \$2,070;
 - (c) Administrative Fee: 0.5% of the prior year's Annual Service Charge;

AN ORDINANCE: 1) APPROVING A 30 YEAR TAX EXEMPTION FOR AN AFFORDABLE HOUSING PROJECT AT 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, FOR GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ. AND 2) RESCINDING ALL PRIOR ORDINANCES (11-101, 13-098 AND 14-012) THAT APPROVED OR AMENDED TAX EXEMPTIONS FOR THE PROPERTY

- (d) County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
- (e) Project: 64 units of affordable residential rental, 2,000 square feet of commercial retail space, and 22 on-site parking spaces; and
- (f) Property: Block 25804, Lots 23, 22, 21,20,19,18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445,447,449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey.

2. The Mayor or Business Administrator is authorized to execute a tax exemption Financial Agreement, which includes a Project Employment and Contracting Agreement in substantially the forms on file in the Office of the City Clerk, subject to such modification as the Business Administrator and Corporation Counsel deems appropriate or necessary.

3. This Ordinance will sunset and the Tax Exemption will terminate by operation of law, unless construction of the Project commences with all initial construction permits issued no later than two (2) years of the adoption of the within Ordinance.

4. The closing of the sale of the Property shall take place and the deed shall be recorded within sixty (60) days of adoption of the herein Ordinance and the Entity shall provide proof thereof to the City, or the tax abatement will terminate and this Ordinance will be rescinded unless otherwise extended at the City's sole discretion.

5. All ordinances and parts of ordinances inconsistent herewith, including but not limited to Ordinances 11-101, 13-098, and 14-012 are hereby repealed.

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

7. 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.

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

9. 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 6/17/15

APPROVED AS TO LEGAL FORM

Joanne Mendola
Corporation Counsel

APPROVED: _____

APPROVED: _____

[Signature]
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

AN ORDINANCE APPROVING A 30 YEAR TAX EXEMPTION FOR A LOW INCOME AFFORDABLE HOUSING PROJECT INCLUDING RETAIL SPACE, AT THE ADDRESS MORE COMMONLY KNOWN BY THE STREET ADDRESSES OF 441, 443, 445, 447, 449, 451-457 OCEAN AVENUE AND 79-81 DWIGHT STREET, TO BE CONSTRUCTED BY GENESIS OCEAN URBAN RENEWAL ASSOCIATES LLC, UNDER THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 ET SEQ.

Initiator

Department/Division	Mayor's Office	
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-5200	mvigil@jcnj.org

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

Resolution Purpose

Genesis Ocean Urban Renewal Associates, LLC, is the contract purchaser of certain property known as: Block 25804, Lots 23, 22, 21,20,19,18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445,447,449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, Jersey City, New Jersey, within the boundaries of the Turnkey Redevelopment Plan Area.

The Entity has filed an application for a new tax exemption under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., in order to enable the Entity to maximize their eligibility for low income housing tax credits to finance the project.

The Entity seeks to pay 6.28% of Annual Gross Revenue from the affordable residential units or \$32,156 a year and 10% of Annual Gross Revenue from the commercial, retail space or \$2,070 for an estimated total annual service charge of \$34,226.

The Entity had previously applied for and had been awarded tax exemptions under the New Jersey Mortgage Financing and Housing Law, N.J.S.A. 55:14K-1 et seq. All previous ordinances and parts of ordinances concerning prior tax exemptions for this Entity and Project, including but not limited to Ordinances 11-101, 13-098, and 14-012 are hereby repealed.

Genesis Ocean Urban Renewal Associates, LLC

1. Ownership disclosure certification
2. Fiscal Impact Cost Projection
3. Good Faith estimate of rental income/condo
4. Projected construction costs
5. Schedule of ASC over the abatement
6. Tax Assessor spreadsheet
7. Projection of sales price for condos (n/a)
8. Memorandum from Al Cameron to the Law Department
9. Financial Agreement (attached to the Ordinance)

EXHIBIT 15

DISCLOSURE STATEMENT

NAME OF ENTITY: Genesis Ocean Urban Renewal Associates, LLC

PRINCIPAL PLACE OF BUSINESS: 594 Broadway, Suite 804
New York, NY 10012

NAME OF REGISTERED AGENT: George L. Garcia, Esq.

ADDRESS: 30 Montgomery Street, 15th Floor
Jersey City, NJ 07302

Entity Corporate Structure

Genesis Ocean Urban Renewal Associates, LLC

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNED</u>
Genesis Ocean GP, LLC	594 Broadway, Suite 804 New York, NY 10012	100%

Genesis Ocean GP, LLC

<u>NAME</u>	<u>ADDRESS</u>	<u>PERCENTAGE OWNED</u>
Karim Hutson	594 Broadway, Suite 804 New York, NY 10012	100%

Please find below a list of other properties in which Karim Hutson, the sole owner of Genesis Ocean GP, LLC, has any interest with or without Financial Agreements in the City of Jersey City.

<u>NAME</u>	<u>ADDRESS OF PROPERTY OWNED</u>	<u>PERCENTAGE OWNED</u>
Genesis MLK Partners, LLC	450 Martin Luther King, Jr. Drive Jersey City, New Jersey	0.01%

The Applicant certifies that the above represents the names(s) and address(es) of all stock holders or partners of a 10% or greater interest in the above corporation or partnership. The Applicant further certifies that the entity holds no other properties in the City of Jersey City. The Applicant, being the developer of the Project, further certifies to the City of Jersey City that all information contained in this Disclosure is true and correct.

Genesis Ocean Urban Renewal
Associates, LLC


By: Nicole Lockett, Secretary

Sworn Before me this

1st day of May, 2015



AIDA JURGENSEN
A Notary Public of New Jersey
My Commission Expires 06/29/2015

13028442(21345.026)

FISCAL IMPACT COST PROJECTION (MARKET RATE RENTAL UNITS - TIER 5 - 30 YEAR)

Block: 25804 Lot: 17 - 23 Loc: 79-81 Dwight Street; 445, 447, 449, 451-457 Ocean Avenue

Affordable Housing Rental Units	Number of Units	Demographic Multipliers (Transit Oriented Development)*				Annual Expenditures		Total Annual Expenditures		
		Household	Students	Residents	Students	Per Capita Municipal	Per Pupil Per School District	Municipal	School District	Total
1 Bedroom	8	1.421	0.050	11.37	0.40	\$1,163.68	\$3,445.00	\$13,228.73	\$1,378.00	\$14,606.73
2 Bedroom	44	2.012	0.120	88.53	5.28	\$1,163.68	\$3,445.00	\$103,018.40	\$18,189.60	\$121,208.00
3 Bedroom	12	2.798	0.560	33.58	6.72	\$1,163.68	\$3,445.00	\$39,071.77	\$23,160.40	\$62,232.17
TOTAL	64			133.47	12.40			\$155,318.90	\$42,718.00	\$198,036.90

1. Total Municipal Ratables	\$5,916,171,471	4. CY 2014 Budget	\$516,841,147	6. Population of Jersey City (2010 Census)	247,587	9. Increase in Services Incurred Per Development	\$ 198,036.90
2. Residential Ratables	\$3,299,371,882			7. Per Capita Municipal Cost	\$1,163.68	10. Anticipated Gross PILOT 1st Year	6.28% Res \$ 32,158.00 10% Comm \$ 2,070.00 0.5% Admin \$ 171.13 Less Land Tax (74.34) \$ (19,254.06)
3. Residential Ratables as a Percentage of Total Ratables	55.77%	5. Residential Portion	\$268,124,048	8. Annual Expenditures Per Student**	\$3,445.00	11. 1st Year Net PILOT	\$ 15,143.07
						12. Implied Surplus (Cost)	\$ (182,893.83)

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: 2014-2015 Jersey City Municipal Cost Per Pupil

EXHIBIT 8

Residential

One Bedroom	\$	34,476	
Two Bedroom	\$	383,880	
Three Bedroom	\$	132,228	
Other-Commercial	\$	17,500	
Other-Laundry	\$	3,200	
Total Gross Income	\$	571,284	

Less Residential Vacancy (7%)	\$	(38,541)	
Less Commercial Vacancy (15%)	\$	(2,625)	

Total Net Income	\$	530,118	
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Operating Expenses

Administrative	\$	38,716	
Salaries	\$	102,500	
Maintenance & Repairs	\$	22,000	
Maintenance Contracts	\$	27,467	
Utilities	\$	96,000	
Management Fee	\$	38,400	
Insurance	\$	48,000	
P.L.L.O.T. on Residential Income	\$	32,156	6.28%
P.L.L.O.T. on Commercial Income	\$	2,070	10%
Reserve for Repair and Replacement	\$	28,160	
Total Operating Expenses	\$	435,469	

Net Operating Income Before Debt Service and Taxes	\$	94,649	
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Report of financial progress and other items
MULTIFAMILY CASH FLOW

Period ending: 12/31/2014
 Date of issue: 1/15/2015
 Loan Officer: [Name]
 Title: [Title]

Year																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987	1986	1985	1984	1983	1982	1981	1980	1979	1978	1977	1976	1975	1974	1973	1972	1971	1970	1969	1968	1967	1966	1965	1964	1963	1962	1961	1960	1959	1958	1957	1956	1955	1954	1953	1952	1951	1950	1949	1948	1947	1946	1945	1944	1943	1942	1941	1940	1939	1938	1937	1936	1935	1934	1933	1932	1931	1930	1929	1928	1927	1926	1925	1924	1923	1922	1921	1920	1919	1918	1917	1916	1915	1914	1913	1912	1911	1910	1909	1908	1907	1906	1905	1904	1903	1902	1901	1900	1899	1898	1897	1896	1895	1894	1893	1892	1891	1890	1889	1888	1887	1886	1885	1884	1883	1882	1881	1880	1879	1878	1877	1876	1875	1874	1873	1872	1871	1870	1869	1868	1867	1866	1865	1864	1863	1862	1861	1860	1859	1858	1857	1856	1855	1854	1853	1852	1851	1850	1849	1848	1847	1846	1845	1844	1843	1842	1841	1840	1839	1838	1837	1836	1835	1834	1833	1832	1831	1830	1829	1828	1827	1826	1825	1824	1823	1822	1821	1820	1819	1818	1817	1816	1815	1814	1813	1812	1811	1810	1809	1808	1807	1806	1805	1804	1803	1802	1801	1800	1799	1798	1797	1796	1795	1794	1793	1792	1791	1790	1789	1788	1787	1786	1785	1784	1783	1782	1781	1780	1779	1778	1777	1776	1775	1774	1773	1772	1771	1770	1769	1768	1767	1766	1765	1764	1763	1762	1761	1760	1759	1758	1757	1756	1755	1754	1753	1752	1751	1750	1749	1748	1747	1746	1745	1744	1743	1742	1741	1740	1739	1738	1737	1736	1735	1734	1733	1732	1731	1730	1729	1728	1727	1726	1725	1724	1723	1722	1721	1720	1719	1718	1717	1716	1715	1714	1713	1712	1711	1710	1709	1708	1707	1706	1705	1704	1703	1702	1701	1700	1699	1698	1697	1696	1695	1694	1693	1692	1691	1690	1689	1688	1687	1686	1685	1684	1683	1682	1681	1680	1679	1678	1677	1676	1675	1674	1673	1672	1671	1670	1669	1668	1667	1666	1665	1664	1663	1662	1661	1660	1659	1658	1657	1656	1655	1654	1653	1652	1651	1650	1649	1648	1647	1646	1645	1644	1643	1642	1641	1640	1639	1638	1637	1636	1635	1634	1633	1632	1631	1630	1629	1628	1627	1626	1625	1624	1623	1622	1621	1620	1619	1618	1617	1616	1615	1614	1613	1612	1611	1610	1609	1608	1607	1606	1605	1604	1603	1602	1601	1600	1599	1598	1597	1596	1595	1594	1593	1592	1591	1590	1589	1588	1587	1586	1585	1584	1583	1582	1581	1580	1579	1578	1577	1576	1575	1574	1573	1572	1571	1570	1569	1568	1567	1566	1565	1564	1563	1562	1561	1560	1559	1558	1557	1556	1555	1554	1553	1552	1551	1550	1549	1548	1547	1546	1545	1544	1543	1542	1541	1540	1539	1538	1537	1536	1535	1534	1533	1532	1531	1530	1529	1528	1527	1526	1525	1524	1523	1522	1521	1520	1519	1518	1517	1516	1515	1514	1513	1512	1511	1510	1509	1508	1507	1506	1505	1504	1503	1502	1501	1500	1499	1498	1497	1496	1495	1494	1493	1492	1491	1490	1489	1488	1487	1486	1485	1484	1483	1482	1481	1480	1479	1478	1477	1476	1475	1474	1473	1472	1471	1470	1469	1468	1467	1466	1465	1464	1463	1462	1461	1460	1459	1458	1457	1456	1455	1454	1453	1452	1451	1450	1449	1448	1447	1446	1445	1444	1443	1442	1441	1440	1439	1438	1437	1436	1435	1434	1433	1432	1431	1430	1429	1428	1427	1426	1425	1424	1423	1422	1421	1420	1419	1418	1417	1416	1415	1414	1413	1412	1411	1410	1409	1408	1407	1406	1405	1404	1403	1402	1401	1400	1399	1398	1397	1396	1395	1394	1393	1392	1391	1390	1389	1388	1387	1386	1385	1384	1383	1382	1381	1380	1379	1378	1377	1376	1375	1374	1373	1372	1371	1370	1369	1368	1367	1366	1365	1364	1363	1362	1361	1360	1359	1358	1357	1356	1355	1354	1353	1352	1351	1350	1349	1348	1347	1346	1345	1344	1343	1342	1341	1340	1339	1338	1337	1336	1335	1334	1333	1332	1331	1330	1329	1328	1327	1326	1325	1324	1323	1322	1321	1320	1319	1318	1317	1316	1315	1314	1313	1312	1311	1310	1309	1308	1307	1306	1305	1304	1303	1302	1301	1300	1299	1298	1297	1296	1295	1294	1293	1292	1291	1290	1289	1288	1287	1286	1285	1284	1283	1282	1281	1280	1279	1278	1277	1276	1275	1274	1273	1272	1271	1270	1269	1268	1267	1266	1265	1264	1263	1262	1261	1260	1259	1258	1257	1256	1255	1254	1253	1252	1251	1250	1249	1248	1247	1246	1245	1244	1243	1242	1241	1240	1239	1238	1237	1236	1235	1234	1233	1232	1231	1230	1229	1228	1227	1226	1225	1224	1223	1222	1221	1220	1219	1218	1217	1216	1215	1214	1213	1212	1211	1210	1209	1208	1207	1206	1205	1204	1203	1202	1201	1200	1199	1198	1197	1196	1195	1194	1193	1192	1191	1190	1189	1188	1187	1186	1185	1184	1183	1182	1181	1180	1179	1178	1177	1176	1175	1174	1173	1172	1171	1170	1169	1168	1167	1166	1165	1164	1163	1162	1161	1160	1159	1158	1157	1156	1155	1154	1153	1152	1151	1150	1149	1148	1147	1146	1145	1144	1143	1142	1141	1140	1139	1138	1137	1136	1135	1134	1133	1132	1131	1130	1129	1128	1127	1126	1125	1124	1123	1122	1121	1120	1119	1118	1117	1116	1115	1114	1113	1112	1111	1110	1109	1108	1107	1106	1105	1104	1103	1102	1101	1100	1099	1098	1097	1096	1095	1094	1093	1092	1091	1090	1089	1088	1087	1086	1085	1084	1083	1082	1081	1080	1079	1078	1077	1076	1075	1074	1073	1072	1071	1070	1069	1068	1067	1066	1065	1064	1063	1062	1061	1060	1059	1058	1057	1056	1055	1054	1053	1052	1051	1050	1049	1048	1047	1046	1045	1044	1043	1042	1041	1040	1039	1038	1037	1036	1035	1034	1033	1032	1031	1030	1029	1028	1027	1026	1025	1024	1023	1022	1021	1020	1019	1018	1017	1016	1015	1014	1013	1012	1011	1010	1009	1008	1007	1006	1005	1004	1003	1002	1001	1000	999	998	997	996	995	994	993	992	991	990	989	988	987	986	985	984	983	982	981	980	979	978	977	976	975	974	973	972	971	970	969	968	967	966	965	964	963	962	961	960	959	958	957	956	955	954	953	952	951	950	949	948	947	946	945	944	943	942	941	940	939	938	937	936	935	934	933	932	931	930	929	928	927	926	925	924	923	922	921	920	919	918	917	916	915	914	913	912	911	910	909	908	907	906	905	904	903	902	901	900	899	898	897	896	895	894	893	892	891	890	889	888	887	886	885	884	883	882	881	880	879	878	877	876	875	874	873	872	871	870	869	868	867	866	865	864	863	862	861	860	859	858	857	856	855	854	853	852	851	850	849	848	847	846	845	844	843	842	841	840	839	838	837	836	835	834	833	832	831	830	829	828	827	826	825	824	823	822	821	820	819	818	817	816	815	814	813	812	811	810	809	808	807	806	805	804	803	802	801	800	799	798	797	796	795	794	793	792	791	790

EXHIBIT 6

TOTAL PROJECT COST-40A:20-3(h) as amended

a.	Cost of land and improvements	\$ 50,000
b.	Architects, engineers, attorneys, and accounting fees (paid or payable) in connection with the planning, construction and financing of the Project.	\$ 872,638
c.	Surveying and testing charges	\$ 75,000
d.	Projected construction cost preliminary contractor bids including site preparation	\$13,459,145
e.	Insurance, interest and finance costs during construction	\$ 938,750
f.	Cost of obtaining initial permanent financing	\$ 963,853
g.	Commissions and other expenses payable in connection with initial lease or sale of units	\$ 121,000
h.	Real Estate taxes during construction period	\$ 60,000
i.	Developer's overhead based on a percentage of (d) above, to be computed in accordance with Percentage given in law (40A:20-3(h))	<u>\$ 1,641,510</u>
	TOTAL	\$ 18,181,896

EXHIBIT D-1

TOTAL PROJECT COST ARCHITECT'S CERTIFICATION

I, Stephen L. Schoch, the architect for the Applicant, do certify that, to the best of my knowledge and belief, Exhibit 6 accurately reflects the estimated construction cost of the Project as of the date hereof.



Stephen L. Schoch, AIA

05/01/15

Date

SERVICE CHARGE VS CONVENTIONAL GENESIS OCEAN UR
 *ASSUMING 74.34 TAX RATE WITH 2% ANNUAL INCREASE

NEW ASSESSMENTS BASED ON TAX ASSESSOR ANALYSIS					
LAND	259,000	COUNTY	0%	EXISTING ASSESSMENT	388,000
BLDG	1,008,200	ADMIN	0.50%		
TOTAL	1,267,200			PROJECTED SERVICE CHARGE (1ST YEAR)	34,226

YEAR	ASC w/ Phase-In Less Land Tax Credit	ASC w/ 2% Annual Increase	ASC w/ 2% Annual Increase & Phase-In	County (0%)	Admin (0.5%)	Estimated Conventional Taxes On New Assessment	Staged Adj Rate	% of Conv.	Conventional Taxes at 61% (Estimated)	Current Taxes On Existing Assessment	Land Tax
1	14,972	34,226	34,226	-	171	94,204			48,044	28,844	19,254
2	15,271	34,911	34,911	-	175	96,088			49,005	29,421	19,639
3	15,577	35,609	35,609	-	178	98,009			49,985	30,009	20,032
4	15,888	36,321	36,321	-	182	99,970			50,985	30,609	20,433
5	16,206	37,047	37,047	-	185	101,969			52,004	31,222	20,841
6	16,530	37,788	37,788	-	189	104,006			53,044	31,846	21,258
7	16,861	38,544	38,544	-	193	106,089			54,105	32,483	21,683
8	17,198	39,315	39,315	-	197	108,210			55,187	33,133	22,117
9	17,542	40,101	40,101	-	201	110,375			56,291	33,795	22,559
10	17,893	40,903	40,903	-	205	112,582	20%	22,516	57,417	34,471	23,010
11	18,251	41,721	41,721	-	209	114,834	20%	22,967	58,565	35,161	23,471
12	18,616	42,556	42,556	-	213	117,130	20%	23,426	59,737	35,864	23,940
13	18,988	43,407	43,407	-	217	119,473	20%	23,895	60,931	36,581	24,419
14	23,838	44,275	48,745	-	244	121,862	40%	48,745	62,150	37,313	24,907
15	24,315	45,160	49,720	-	249	124,300	40%	49,720	63,393	38,059	25,405
16	24,801	46,064	50,714	-	254	126,786	40%	50,714	64,661	38,820	25,913
17	25,297	46,985	51,729	-	259	129,321	40%	51,729	65,954	39,597	26,432
18	52,184	47,925	79,145	-	396	131,908	60%	79,145	67,273	40,388	26,960
19	53,228	48,883	80,728	-	404	134,546	60%	80,728	68,618	41,196	27,500
20	54,293	49,861	82,342	-	412	137,237	60%	82,342	69,991	42,020	28,050
21	55,378	50,858	83,989	-	420	139,982	60%	83,989	71,391	42,861	28,611
22	85,042	51,875	114,225	-	571	142,781	80%	114,225	72,818	43,718	29,183
23	86,743	52,913	116,510	-	583	145,637	80%	116,510	74,275	44,592	29,766
24	88,478	53,971	118,840	-	594	148,550	80%	118,840	75,760	45,484	30,362
25	90,248	55,050	121,217	-	606	151,521	80%	121,217	77,276	46,394	30,969
26	92,053	56,151	123,641	-	618	154,551	80%	123,641	78,821	47,322	31,588
27	93,894	57,274	126,114	-	631	157,642	80%	126,114	80,397	48,268	32,220
28	95,771	58,420	128,636	-	643	160,795	80%	128,636	82,005	49,233	32,854
29	97,687	59,588	131,209	-	656	164,011	80%	131,209	83,646	50,218	33,522
30	99,641	60,780	133,833	-	669	167,291	80%	133,833	85,318	51,222	34,192
TOTAL	1,362,683	1,388,483	2,143,783	-	10,719	3,821,661		1,734,138	1,949,047	1,170,142	781,100

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

GENESIS OCEAN URBAN RENEWAL ASSOCIATES, LLC
 BLOCK 25804 Lot 17.01
 455 Ocean Avenue

Block	Lot		Existing Prorated (subdvi.)	New Assessments	Good Faith ASC	Land Tax	Bldg. Assmt (Phased-In)
25804	17.01	Land	259,000	259,000			
		Bldg	129,000	1,008,200	34,226		1,008,200
		Total	388,000	1,267,200	34,226		1,008,200

Est. In-Lieu of Full Conventional Property Tax, An Amount Equal
 To A Percentage Of Taxes Otherwise Due On The Land and
 New Improvement According To The Following Schedule;

Stages				Annual Taxes (Land & Bldg)	
1	From the 1st day of the month following substantial completion until the last day of the 9th year, the ASC shall be at 6.28% on residential units 10% on retail;	\$	34,226	\$19,254	19,254
2.	Beginning on the 1st day of the 10th year and the last day of the 13th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 20% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 34,244
3	Beginning on the 1st day of the 14th year and the last day of the 17th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 40% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 49,234
4	Beginning on the 1st day of the 18th year and the last day of the 21st year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 60% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 61,804
5	Beginning on the 1st day of the 22nd year and the last day of the 30th year of substantial completion, an amount equal to the greater of the ASC at 6.28% on residential units plus 10% on retail unit or 80% of the amount of taxes otherwise due;	\$	34,226	\$19,254	\$ 79,214
	Yearly Land and Improvement Tax				\$ 94,204
6/8/2015	(Based on 2014 tax rate o \$74.34 & 30.02% Assessment Ratio)				

DATE: June 17, 2015
TO: Diana Jeffery (for Distribution to City Council & City Clerk)
FROM: Al Cameron, Fiscal Officer Tax Collector's Office
SUBJECT: THIRTY YEAR TAX ABATEMENT APPLICATION: Genesis Ocean Urban Renewal Associates, LLC – 79-81 Dwight Street; 445, 447, 449, 451-457 Ocean Avenue – Block 25804 Lots 17,18,19,20,21, 22 & 23

CC: M. Cosgrove, E. Borja, E. Toloza, J. Monahan, H. Espinal, M. Vigil, G. Corrado.

INTRODUCTION:

The applicant, Genesis Ocean Urban Renewal Associates, LLC has applied for a Thirty (30) Year tax abatement under N.J.S.A. 40A:20-1 et seq. The Entity will develop sixty-four (64) affordable units and 2,000 square feet of commercial space on the property. Neither an application fee nor an Affordable Housing Trust Contribution is required.

LOCATION OF THE PROPERTY:

The project will front on Ocean Avenue and be bounded by Fulton and Dwight Streets. The property is known 79-81 Dwight Street 445, 447, 449, 451-457 Ocean Avenue and consists of Block 25804 Lots 17, 18,19,20,21, 22 & 23.

ABATEMENT REQUESTED:

The applicant proposes a rate of six point two eight percent 6.28% for the affordable units and a rate of ten percent (10%) for the commercial units. In addition an annual administrative fee at the rate of one half of one Percent (0.5%) would be required.

PROJECT TO BE CONSTRUCTED:

The project will be a five (5) story mixed use building with sixty-four (64) affordable residential units, twenty-two parking spaces and two (2) commercial units totaling approximately 2,000 square feet. Twenty-two (22) residential units will be moderate income, thirty-six (36) units will be low income and six (6) will be very low income. The sixty-four (64) residential units will consist of the following:

<u>Unit Type</u>	<u>Number of Units</u>
One Bedroom	8
Two Bedroom	44
Three Bedroom	12
Total	<u>64</u>

TOTAL PROJECT AND CONSTRUCTION COST:

The estimated total project cost is \$18,181,896. The estimated construction cost certified by Stephen L. Schoch, the applicant's architect is \$13,459,145.

CONSTRUCTION SCHEDULE:

The applicant estimates beginning construction on within six (6) months of approval or the abatement application. Since the project is dependent upon the award of Low Income Housing Tax Credits this may be overly optimistic. Completion is expected within twenty-four (24) months from commencement.

ESTIMATED JOBS CREATED:

The applicant estimates that there will be one hundred (100) jobs during construction. The Applicant projects a total of four (4) full time equivalent post construction management and service jobs. The applicant will execute a Project Employment and Contracting Agreement. A Project Labor Agreement is not required.

CURRENT REAL ESTATE TAXES:

The Assessor states that the properties which are mostly exempt will be required to be removed from the exempt category and charged land tax. Based upon the revenue estimates from the Applicant the Assessor sets the consolidated land assessments at \$259,000 and the assessments of the improvements at \$1,008,200 for the land and property for the one hundred and twenty-six units. At the current tax rate of \$74.34 the land tax would be \$19,254 and the tax on improvements would be \$94,204.

The Applicant's estimated annual billing for the ASC for 2016 is \$34,226. This should define the Minimum Annual Service Charge.

REVENUE TO THE CITY:

The applicant proposes to pay six point two eight percent (6.28%) of Annual Gross Revenue for the affordable units and ten percent (10%) for the commercial units. Based upon the projected gross revenue in year 2016 the annual service charge would be approximately \$34,226. In addition the project will pay one half of one percent (0.5%) of the annual service charge as an administrative fee to the City of \$171.

TIER 5A - FINANCIAL AGREEMENT (UP TO 30 YEAR)
Rev. 6/17/15
Long Term Tax Exemption
N.J.S.A. 40A:20-1, et seq.
(Affordable Housing)

Re: 445,447,449, 451-457 Ocean Avenue
and 79-81 Dwight Street
Block 25804, Lots 21,20,19,18 & 17 Respectively
Turnkey Redevelopment Plan Area

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the ____ day of _____, 2015, by and between **GENESIS OCEAN URBAN RENEWAL ASSOCIATES**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq., having its principal office at 594 Broadway, Suite 1107, New York, New York 10012 [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 Contract Purchaser pursuant to a Redevelopment Agreement dated July 29, 2011, of certain property designated as Block 25804, Lots 23, 22, 21,20,19,18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445,447,449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, in Jersey City, NJ, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, the Redevelopment Agreement shall be amended to reflect the change in formation of the Entity, and the closing of the sale of the Property shall take place and the deed shall be recorded within sixty (60) days of adoption of the herein Ordinance and the Entity shall provide proof thereof to the City, or the tax abatement will terminate and this Ordinance will be rescinded unless otherwise extended at the City's sole discretion; and

WHEREAS, this property is located within the boundaries of the Turnkey

Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a five (5) story building with approximately sixty-four (64) market rate residential rental units of which twenty-two (22) units will be moderate income, thirty-six (36) units will be low income, and six (6) units will be very low income; twenty-two (22) parking spaces, and two (2) commercial units, [Project]; and

WHEREAS, by the adoption of Ordinance 11-101, the City had approved a 30 year tax exemption for the Property under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq, if construction began no later than two (2) years from the date of the adoption of the ordinance, which tax exemption expired by operation of law construction failed to commence by August 31, 2013; and

WHEREAS, by the adoption of Ordinance 13-098, the City then approved a 30 year tax exemption for the Property under the New Jersey Mortgage Housing Finance Law, N.J.S.A. 55:14K-1 et seq., and which was amended by the adoption of Ordinance 14-012 to amend the Entity's name; and

WHEREAS, by an application submitted on June 15, 2015, the Entity now proposes to rescind the prior tax exemption ordinances and seek approval of an affordable housing project to be constructed on the Property with a 30 year tax exemption; and

WHEREAS, All ordinances and parts of ordinances inconsistent herewith, including but not limited to Ordinances 11-101, 13-098, and 14-012 are hereby repealed; and

WHEREAS, on May 19, 2015, the Project received site plan approval from the Planning Board; and

WHEREAS, on June 15, 2015, the Entity filed an Application with the City under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., in order to enable the Entity to maximize their eligibility for low income housing tax credits to finance the project; and

WHEREAS, by the adoption of Ordinance _____ on _____, 20__, 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 \$28,844 whereas, the

Annual Service charge as estimated, will generate revenue to the City of approximately \$32,156 for the affordable housing units and \$2,070 for the commercial space, totaling \$34,226;

2. as required by ordinance 13-088, the Entity is exempt from making an affordable housing contribution;
3. it is expected that the Project will create approximately 100 new construction jobs and 4 new permanent full time jobs;
4. 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;
5. the Project will further the objectives of the Turnkey Redevelopment Plan and will include the [remediation or development] of vacant property;
6. 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 _____, 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 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 a 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 Net Profit. 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 Genesis Ocean Urban Renewal Associates, LLC, 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 02-003, relating to long term tax exemption, 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 the greater of: (a) 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 \$28,844; or (b) the sum of \$34,226 per year, which sum is equal to the estimated Annual Service Charge will be due 12 months following Substantial Completion of the Project [Minimum Annual Service Charge for condominium is based on initial assessed value].

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 OR excluded]** 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 25804, Lots 23, 22, 21,20,19,18 and 17, on City's Tax map and more commonly known by the street addresses of 441, 443, 445,447,449, 451-457 Ocean Avenue and 79-81 Dwight Street, respectively, in Jersey City, NJ, 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 five (5) story building with approximately sixty-four (64) market rate residential rental units of which twenty-two (22) units will be moderate income, thirty-six (36) units will be low income, and six (6) units will be very low income; twenty-two (22) parking spaces, and two (2) commercial units; 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 thirty-three (33) years from the date of the adoption of Ordinance _____ on _____, 20____, which approved the tax exemption or thirty (30) years from the original date of Substantial Completion of the Project or _____ 20____. 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 of residential units and 10% of the Annual Gross Revenue of the commercial space; 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. 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 12 months following 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 9th year, the Annual Service Charge shall be 6.28% of Annual Gross Revenue of the residential units and 10% of the Annual Gross Revenue of the commercial space;

ii. Stage Two: Beginning on the 1st day of the 10th year following Substantial Completion until the last day of the 13th 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 14th year following the Substantial Completion until the last day of the 17th 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 18th 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 half of one (0.5%) 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 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.

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:

Genesis Ocean Urban Renewal Associates, LLC
594 Broadway, Suite 1107
New York, New York 10012
Attn: Karim Hutson

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 [or Lease]

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

WITNESS:

GENESIS OCEAN URBAN RENEWAL ASSOCIATES, LLC

KARIM HUTSON

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made as of the ___ day of _____, 2015, between the **CITY OF JERSEY CITY** [City] and **GENESIS OCEAN URBAN RENEWAL ASSOCIATES, LLC**, having its principal office at 594 Broadway, Suite 1107, New York, New York 10012. Recipient agrees as follows:

I. Definitions:

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

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

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

with the Recipient's Project Employment & Contracting agreement.

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

II. Purpose:

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

III. Good Faith Goals:

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

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

than one category.

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

IV. **Recipient Designee:**

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

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

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

V. **Term:**

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____, approving the tax exemption and terminate the earlier of 33 years from the date of the adoption of that Ordinance or 30 years from the date of Substantial Completion of the Project.

VI. **Good Faith Defined:**

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The Initial Manning Report should contain an estimate of the total hours in each construction trade or craft and the number of hours to be worked by City residents, including a list of the number of minority residents and women residents that will work in each trade or craft, including the work hours to be performed by such employees of any and all Contractors and Subcontractors.

Attached hereto as Appendix B is the Recipient's Initial Manning Report.

- iii) The Initial Manning Report shall be filed with the Project Employment and Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

- i) Once the developer submits the project's initial manning report, he/she must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and minority vendors for any construction or building operating goods, services and sub-contracting opportunities. An example of this letter is given in Appendix D.
- ii) The developer shall make a good faith effort to contact those businesses and individuals who submit bids. This effort must be documented by letter, which will be sent to Mayor Steven M. Fulop's Business Cooperative Program at DEO under the Department of Administration. An example of this letter can be found in Appendix D2.

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

DEO under the Department of Administration.

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residence, gender and ethnic/racial origin of each worker, work hours and rate of pay and benefits provided. The Certified Payroll report shall be in the form attached hereto as Appendix H.

- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

workforce. The following issues should be covered in this meeting:

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.
- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

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

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

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

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

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

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

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

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

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

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

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

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

3. Business Contracting

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

- 1) Solicitation of Businesses:
 - a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
 - b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
 - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix

L.

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

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

4. Summation of Documentation Needed For Compliance with Agreement

1. Letter Designating Project Employment & Contracting Officer (Appendix A)
2. Letter designating Project employment & Contracting Officer to Recipient's Employees (App.) AZ
3. Example of Initial Manning Report (Appendix B)
4. Letter Of Acceptance of Initial Manning Report (Appendix C)
5. Letter From Developer Forwarding Requests for Quotation or Bid for Minority and Residential Vendors from Mayor Steven M. Fulop's Business Cooperative Program (Appendix D)
6. Documentation of Bid Submission (Appendix D2)
7. Letter Expressing Project Employment & Contracting Obligations to Contractors/ Subcontractors (Appendix E)
8. Union Statement of Best Efforts (Appendix F)
9. Example of Monthly Manning Report (Appendix G)
10. Example of Monthly Certified Payroll Report (Appendix H)
11. Example of Bi-Weekly Site Visit Report (Appendix I)
12. Example of Documentation of Hiring Plan (Appendix J)
13. Example of Semi-Annual Employment Report (Appendix K)
14. Example of Semi-Annual Purchasing Report (Appendix L)

VII. Notices of Violation:

1. Advisory Notice: The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. Violation Notice: If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.

3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation will be considered not corrected.
5. **Meetings Concerning Violations:** The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. **Interviews Relating to Violations:** The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. **Determination of Violation:** The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

VIII. Liquidated Damages/Interest:

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

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): an amount equal to a Five (5%) percent increase in the estimated annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): an amount equal to Three (3%) percent increase in the estimated annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): an amount equal to Two (2%) percent increase in the estimated annual payment in lieu of taxes.

- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: An amount equal to Five (5%) percent increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.
- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

IX. Commercial Tenants at the Project Site:

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

X. Notices

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

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

Genesis Ocean Urban Renewal Associates, LLC
594 Broadway – Suite 1107
New York, New York 10012

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

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

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

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

WITNESS:

**GENESIS OCEAN URBAN RENEWAL
ASSOCIATES, LLC**

Secretary

President

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



ORDINANCE NO. Ord. 15.094

TITLE: 3.G JUN 24 2015 4.G JUL 15 2015

An ordinance 1) Approving a 30 year tax exemption for an Affordable Housing Project at 441,443,445,447,449,451-457 Ocean Avenue and 79-81 Dwight Street, for Genesis Ocean Urban Renewal Associates, LLC, pursuant to the Long Term Tax Exception Law, N.J.S.A.40A:20-1 et seq and 2) Rescinding all prior ordinances (11-101, 13-098 and 14.012) that approved or amended tax exemptions for the property.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
TOM LEANE
KABILI TAYARI
WILLIAM DORRITY
LAVERN WEBB WASHINGTON

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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

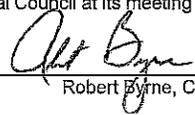
RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
Adopted on second and final reading after hearing on JUL 15 2015

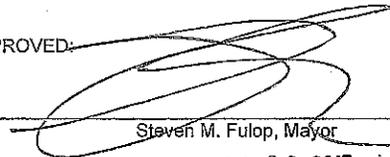
This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015


Robert Byrne, City Clerk

APPROVED: 
Rolando R. Lavarro, Jr., Council President

Date JUL 15 2015

*Amendment(s):

APPROVED: 
Steven M. Fulop, Mayor

Date JUL 20 2015

Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.095

Agenda No. 3.H 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.095

TITLE: AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE TO PREVENT THE ISSUANCE OR ENABLE SUSPENSION OF BUSINESS LICENSES TO ENTITIES LIABLE FOR WAGE THEFT WITHIN THE CITY OF JERSEY CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

WHEREAS, the City of Jersey City has found that certain employees working in business establishments throughout the City have experienced various degrees of misuse and abuse by their employers in the workplace, and on many occasions, are either substantially underpaid or go unpaid by their employers; and

WHEREAS, many employees have limited or no resources for proper recourse to obtain unpaid wages from their employers; and

WHEREAS, as a consequence, the financial losses incurred by employees working throughout the City due to underpaid or unpaid wages have a negative economic impact on the City and its local economy; and

WHEREAS, the Municipal Council is desirous of enhancing certain provision of the General Ordinances of the City of Jersey City to increase greater accountability among business establishments by imposing stiffer penalties for those establishments that engage in such unfair practices.

NOW, THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY, NEW JERSEY, THAT:

A. The following implementation to Chapter 6 (Business Licenses or Permits), Article 1 (Wage Theft Prevention) is hereby adopted:

BUSINESS LICENSES OR PERMITS ARTICLE 1 Wage Theft Prevention

§1-1. Definitions.

In this Chapter, the following words and phrases shall have the meanings stated in this Section unless the context otherwise requires:

A. "License" shall mean any business license or permit issued by the municipality as authorized by N.J.S.A. 40:52-1.

B. "Wage Theft" shall mean having been found guilty, liable or responsible in any judicial or administrative proceeding for unpaid wages in violation of the New Jersey State Wage and Hour Law (N.J.S.A. 34:11-56a *et seq.*), the New Jersey State Wage Payment Law (N.J.S.A. 34:11-4.1 *et seq.*), the

AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE TO PREVENT THE ISSUANCE OR ENABLE SUSPENSION OF BUSINESS LICENSES TO ENTITIES LIABLE FOR WAGE THEFT WITHIN THE CITY OF JERSEY CITY

Hudson County Living Wage Ordinance (No. 363-6-2014, 364-6-2014, 365-6-2014 and P.L. 1977, C. 33.), N.J.S.A. 2C:40A-2, the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, Section 3-76c of the Jersey City Municipal Code, or any other federal or state law related to the payment of wages or the collection of debt owed due to unpaid wages.

§1-2. Grounds for denial of license renewal.

Notwithstanding any provision to the contrary, wage theft is understood to have such an effect on the public morals and welfare that no license shall be issued or renewed to an applicant, licensee, or business entity that has been found liable of a wage theft violation which has not been cured by compliance with the order or decision of the judicial, governmental, or administrative entity determining the same, within ninety (90) days of any final judgment, inclusive of any appeal.

§1-3. Grounds for denial of license transfer.

No license shall be transferred to or from an applicant, licensee, or business entity that has been found liable of violation which has not been cured by compliance with the order or decision of the judicial, governmental, or administrative entity determining the same.

§1-4. Application for license and renewal; investigation of applicants and licensees.

A. At the time of its initial application and application for renewal of its license, each applicant shall certify under penalty of perjury whether applicant has been found guilty or liable of wage theft during the prior twenty-four (24) months; the dates, location, and nature of such wage theft; efforts by the applicant to cure such wage theft violation; and the ultimate disposition of any wage theft violations. The City shall maintain copies of the applications and certifications for the purpose of complying with this ordinance.

B. If the City is made aware of adjudications of wage theft against applicants or existing licensees, whether at the time of an initial application for a license, an application for renewal of its license, or after the issuance of the license, the City Department or Division responsible for issuing the subject license shall (1) obtain a copy of any order or decision of the judicial, governmental, or administrative entity finding that a wage theft violation has occurred; (2) determine whether ninety (90) days of any final judgment, inclusive of any appeal, have elapsed; and (3) request that the licensee or applicant provide documentation of its having cured the wage theft violation or appealed from any final judgment. If the City Department or Division determines that the licensee or applicant has not cured the wage theft violation within thirty (30) days of the Department or Division's request for documentation, then its license shall be suspended or application denied until the licensee or applicant cures the wage theft violation and provides documentation of its having cured same.

C. Any information or reports of wage theft violation occurring in the City of Jersey City shall be routed by the Resident Response Center to the appropriate City Department or Division responsible for issuing the subject license.

§1-5. False Statements.

If an applicant makes false statements, fails to report information as required in 8:32-4, or falsely certifies whether it has been found guilty or liable of wage theft in accordance with Section 4 herein, the City may seek revocation of any previously issued license or deny the application for a license or renewal.

AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE TO PREVENT THE ISSUANCE OR ENABLE SUSPENSION OF BUSINESS LICENSES TO ENTITIES LIABLE FOR WAGE THEFT WITHIN THE CITY OF JERSEY CITY

§1-6. Annual Review.

Each year as a matter of due diligence, the Resident Response Center shall submit an Open Public Records Request to the New Jersey Department of Labor and Workforce Development Wage and Hour Division requesting for each licensee any wage claim forms filed against the licensee during the prior twenty-four (24) months, as well as any accompanying case files, judgments, or determinations.

The Resident Response Center shall (1) obtain a copy of any Order or decision of the judicial, governmental, or administrative entity finding that a wage theft violation has occurred; (2) determine whether ninety (90) days of any final judgment, inclusive of any appeal, have elapsed. If so, the name of each such licensee shall be forwarded to the appropriate City Department or Division responsible for issuing its license for disposition in accordance with Section 4 herein.

§1-7. Repealer.

All ordinances and provisions thereof inconsistent or conflicting with the provisions of this ordinance shall be repealed to the extent of such conflict or inconsistency.

§1-8. Severability.

If any paragraph or provision of this ordinance shall be adjudicated invalid or unenforceable, such determination shall not, to the extent severable, affect any other paragraph or provision of this ordinance, which shall otherwise remain in full force and effect.

§1-9. Effective Date.

This chapter shall take effect on October 1, 2015.

- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. The City Clerk 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 may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals 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 so underlining has been omitted.

APPROVED AS TO LEGAL FORM

Jaime Monahan
for 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

AN ORDINANCE IMPLEMENTING CHAPTER 6 (BUSINESS LICENSES OR PERMITS), ARTICLE 1 (WAGE THEFT PREVENTION) OF THE JERSEY CITY MUNICIPAL CODE

Initiator

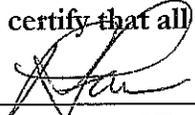
Department/Division	Municipal Council	
Name/Title	Rolando R. Lavarro, Jr. Council Pres.	
Phone/email	X5268	rlavarro@jcnj.org

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

Resolution Purpose

Under this ordinance, the City of Jersey City, pursuant to its municipal licensing authority under N.J.S.A. 40:52-1, shall have the power to deny or suspend business licenses to any business entity doing business in the City, where the business entity has been found liable of wage theft and failed to cure same within ninety (90) of any final judgment, inclusive of any appeal. The license application may proceed or suspension lifted once the business entity certified that it has cured the wage theft violation. The term "wage theft" is defined in the proposed ordinance as having been found guilty, liable or responsible in any judicial or administrative proceeding for unpaid wages in violation of federal, state, or local wage and hour laws.

I certify that all the facts presented herein are accurate.



Signature of Department Director

6/18/2015
Date

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



ORDINANCE NO. Ord. 15.095
 TITLE: 3.H JUN 24 2015 4.H JUL 15 2015

An ordinance implementing Chapter 6 (Business Licenses or Permits), Article 1 (Wage Theft Prevention) of the Jersey City Municipal Code to prevent the issuance or enable suspension of business licenses to entities liable for Wage Theft within the City of Jersey City.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015 9-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>LAVARRO</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

*CRAIG GARCIA
 YVES NIBUNGCO
 JOHANNA CALLE
 JASON ROWE
 KABILI TAYARI
 WILLIAM DORRITY*

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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

Robert Byrne
 Robert Byrne, City Clerk

APPROVED: *[Signature]*
 Rólando R. Lavarro, Jr., Council President
 Date JUL 15 2015

*Amendment(s):

APPROVED: *[Signature]*
 Steven M. Fulop, Mayor
 Date JUL 20 2015
 Date to Mayor JUL 15 2015

City Clerk File No. Ord. 15.096

Agenda No. 3.1 1st Reading

Agenda No. 4.1 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 15.096

TITLE:

ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1 (NEWARK AVENUE PEDESTRIAN MALL)

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following implementation to Chapter 67 (Pedestrian Malls) Article 1 (Newark Avenue Pedestrian Mall) are hereby adopted:

PEDESTRIAN MALLS ARTICLE 1 Newark Avenue Pedestrian Mall

§1-1. Definitions.

The following terms shall have the meanings indicated:

- A. "Pedestrian Mall" or "Pedestrian Mall Improvement" or "Pedestrian Plaza" or "Mall": Pursuant to N.J.S.A. 40:56-65 et seq., any local improvement designed to be used primarily for the movement, safety, convenience and enjoyment of pedestrians, whether or not a part of a street is set apart for roadway or emergency vehicles, transit vehicles and private vehicles, or any of them. A Pedestrian Mall Improvement shall include but not be limited to pedestrian thoroughfares, perimeter parking, public seating, park areas, outdoor cafes, shelters, trees, flower plantings, sculpture, newsstands, telephone booths, traffic signs, kiosks, fire hydrants, street lighting, ornamental signs, ornamental lights, trash receptacles, display cases, marquees, awnings, canopies, overhead radiant heating fixtures, underground radiant heating pipes and devices, walls, bollards and chains and all such other fixtures, equipment, facilities and appurtenances which in the judgment of the governing body of a municipality will enhance the movement, safety, convenience and enjoyment of pedestrians and benefit the municipality and adjoining properties.

§1-2. Findings.

- A. The Mayor and Council find and declare:
- (1) The City of Jersey City may undertake development and maintenance of a Pedestrian Mall as a local improvement pursuant to this act and provisions of N.J.S.A. 40:56-69 et seq.
 - (2) That a Newark Avenue Pedestrian Mall will enhance the movement, safety, convenience and enjoyment of pedestrians.
 - (3) That Newark Avenue between Christopher Columbus Drive and Erie Street is not a part of any state highway, is located primarily in a business district and is improved to its maximum feasible width with regard to adjoining buildings and improvements.

**ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1
(NEWARK AVENUE PEDESTRIAN MALL)**

- (4) That a reasonably convenient alternate route to other parts of the City and state exist for private vehicles.
- (5) That continued unlimited use of the street or part thereof by private vehicles may constitute a hazard to the health and safety of pedestrians.
- (6) That abutting properties can reasonably and adequately be provided with emergency vehicular services and receive and deliver merchandise and materials from other streets and alleys or by provisions for limited use of the streets by emergency vehicles and carriers of such merchandise and materials.
- (7) That it is in the best interests of the City and the public and of benefit to adjacent properties to use such street primarily for pedestrian purposes, and that pedestrian use is determined to be the highest and best use of such street or part thereof.

§1-3. Limitations.

- A. A Pedestrian Mall shall be created on the following street(s) or portion thereof:
 - (1) **Newark Avenue, between Christopher Columbus Drive and Erie Street**, as indicated on the street map on file in the office of the City Clerk.
- B. The use of the surface of the above described portion of Newark Avenue shall be limited at all times to pedestrians and also emergency, public works, and other maintenance and service vehicles as required, as well as other vehicles explicitly permitted by the City under §1-4 below.
- C. The Business Administrator shall maintain a Newark Avenue Pedestrian Mall Operating Plan that shall contain rules and regulations regarding the specific permitted uses of the Mall, including but not limited to special events, food and beverage service, and improvements and maintenance of the Mall. See §1-4 below.
- D. There shall be no limit of vehicular use on either Grove Street, Christopher Columbus Drive, or Erie Street.
- E. The City acknowledges that there is access to other streets for delivery of or receiving merchandise or materials.

§1-4. Uses of pedestrian mall; control and regulation.

- A. Under the direction of the Mayor and governing body, a Pedestrian Mall may be used for any purpose or activity which will enhance the movement, safety, convenience or enjoyment of pedestrians, subject to the limitations set forth in this section.
- B. The Business Administrator shall maintain a Pedestrian Mall Operating Plan, to be enforced by the Department of Public Safety and the Division of Commerce, that will provide for the control and regulation of:
 - (1) The distribution and location of movable furniture, sculpture or pedestrian traffic control devices, landscaping and other facilities belonging to the Mall and not otherwise located or fixed by plans and specifications.
 - (2) The uses to be permitted on the Mall by occupants of abutting property, including but not limited to transit or telephone utilities and other concessionaires.
 - (3) The issuance of permits to conduct any special activity(ies) or operation(s) consistent with the broad purposes of the Mall, subject to the limitations set forth in this section.

ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1 (NEWARK AVENUE PEDESTRIAN MALL)

- (4) The operation of any heating or other facilities and replacing landscaping and maintaining furniture and facilities in the Mall.
- (5) The designation of parking spaces and/or other specifically reserved uses of the Mall or portions thereof.
- (6) Pursuant to N.J.S.A. 40:56-69 et seq., the regulation of a limited amount of local vehicle traffic in order to allow for deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials, or other goods to be used directly or indirectly by a business and/or residence along the Pedestrian Mall.

C. The following minimum restrictions and regulations shall be in effect at all times within the Mall and shall be noted in the Pedestrian Mall Operating Plan:

- (1) Any person(s) creating undue amounts of noise, waste, and/or a potentially dangerous or threatening environment for any Mall patrons will be subject to removal from the Pedestrian Mall and subject to additional penalties allowed by law, if applicable.
- (2) No person may loiter in the Pedestrian Mall between the hours of 11:00 P.M. and 6:00 A.M., whether or not that person is making use of any Pedestrian Mall public seating, fixtures, or any other Pedestrian Mall features. Any person in violation of this section will be subject to removal from the Pedestrian Mall in addition to any other penalties allowed by law.
- 3) Amplified music or other amplified sounds shall not be allowed within 50 feet of the portion of Newark Avenue between Erie Street and Grove Street (not including the portion of Newark Avenue between Grove Street and Christopher Columbus Drive). Any other limits on music or noise (including, without limitation, maximum permitted decibel levels) that would otherwise be applicable to this portion of Newark Avenue with or without the establishment of the Mall shall remain in full force and in effect within this area.

§1-5. Notice to owners and public meeting.

A. At least 10 days prior to the date fixed for a public hearing, a copy of the proposed ordinance and notice of the date, time and place of the hearing shall be mailed to the owners of the lots and parcels of land abutting or directly affected by the Pedestrian Mall.

B. The City shall hold a public feedback review meeting between 6 and 8 months after approval of this ordinance and full implementation and construction of the Mall. The purpose of this meeting will be to discuss issues and any possible changes and/or improvements to the Mall. This public feedback review session shall occur at City Hall. Adequate notice shall be provided to all property owners within 600 feet of any Mall boundary, the Historic Downtown Special Improvement District, the Harsimus Cove Association, and other adjacent communities and community groups.

§1-6. Operating plan.

A. The Mall shall be operated and maintained pursuant to the regulations and restrictions set forth in this ordinance and also the Pedestrian Mall Operating Plan maintained by the Business Administrator and also pursuant to provisions of N.J.S.A. 40:56-65 et seq.

§1-7. Specifications for construction.

A. The Jersey City Division of Architecture and Engineering and the Jersey City Department of Public Works shall approve the materials or combinations thereof of which the pedestrian mall

ORDINANCE IMPLEMENTING CHAPTER 67 (PEDESTRIAN MALLS), ARTICLE 1 (NEWARK AVENUE PEDESTRIAN MALL)

shall be constructed if applicable. The City may in its discretion narrow any roadway to be kept and maintained in connection with any Pedestrian Mall, may cause any street vaults to be reconstructed or removed, may construct crosswalks at any point within a block and may cause the roadway to curve and meander within the limits of the street to enhance the usefulness and appearance of the Pedestrian Mall.

§1-8. Municipal powers retained.

A. Notwithstanding the improvement of any street as a Pedestrian Mall, the City of Jersey City shall retain all its powers relating to the street or part thereof constituting the Mall.

B. No such action shall be construed as a vacation in whole or in part; the establishment of a Pedestrian Mall is a matter of regulation only.

§1-9. Abandonment of operation.

A. Nothing shall prevent the City, from subsequently abandoning the operation of the Pedestrian Mall, changing special assessments or taxes for annual costs or changing or repealing any limitation on the use of the mall for a particular purpose by ordinance.

§1-10. Procedures incident to development and maintenance.

A. Condemnation proceedings and all other procedures incident to the development and maintenance of a Pedestrian Mall shall be authorized under N.J.S.A. 40:56-69 et seq., if required.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. 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 may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.
- E. The Jersey City Division of Planning is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S.A. 40:55D-a16. The Clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S.A. 40:49-2.1.

Note: All matter is new therefore underlining has been omitted.

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required



Newark Avenue Pedestrian Mall Operating Plan

Update log:

6-25-15

6-23-15

6-18-15

6-15-15

NOTE: This plan shall be maintained by the Jersey City Business Administrator. Please contact the Department of Administration to ensure access to the most recently updated version.

Definitions.

"Newark Avenue Pedestrian Mall" or "Pedestrian Mall" or "Mall": The street surface of Newark Avenue from Grove Street to Erie Street.

"Grove Street PATH Station Plaza" or "PATH Plaza" or "Plaza": The street surface of Newark Avenue from Christopher Columbus Drive to Grove Street, directly adjacent to the Grove Street PATH station entrance and also Duane Reade.

I. PATH Plaza

- a. The PATH Plaza shall not be included in any of the policies and procedures referenced herein with the exception of vehicular traffic limitations as noted in the enabling ordinance and in section I of this operating plan, and also Mobile Food Vendor regulations as noted in section X of this plan. Any/all special events and/or activities occurring in the PATH Plaza shall continue with no changes.

II. Vehicular Access

- a. The Pedestrian Mall and the PATH Plaza shall be limited at all times to pedestrians and also emergency, public works, and other maintenance and service vehicles as required, as well as other vehicles explicitly permitted in accordance with the ~~Vehicle Access Permit~~ policies outlined in the following sections.
- b. There shall be no limit of vehicular use on either Grove Street, Christopher Columbus Drive, or Erie Street.
- c. Permitted traffic shall enter the Pedestrian Mall only from Grove Street and must travel one-way Westbound from Grove Street to Erie Street.
- d. Permitted traffic shall enter the PATH Plaza only from Christopher Columbus Drive and must only travel one-way Westbound from Christopher Columbus drive to Grove Street.
- e. Careless and/or reckless vehicle operation that threatens the safety of pedestrians in or around the Pedestrian Mall and/or the PATH Plaza, including but not limited to vehicle speeds over 5 M.P.H., utilizing the street as a through lane, abrupt turns or sudden vehicle movements, utilizing the Pedestrian Mall and/or PATH Plaza for uses other than as described herein, and blocking pedestrian and/or emergency vehicle access will be



subject to applicable traffic summonses and/or may also result in revocation of Vehicle Access Permits.

- f. **In addition to the vehicles permitted to access the Pedestrian Mall and PATH Plaza as noted in section II.a., the only other type of vehicles permitted to enter are vehicles performing deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials, or other goods to be used directly or indirectly by a business and/or residence along the Pedestrian Mall and/or PATH Plaza, and only under the following conditions:**
- i. **Vehicles meeting the above criteria will be permitted to enter the Pedestrian Mall only between the hours of 8:00AM and 5:00PM, Monday through Friday, and between the hours 8:00AM and 2:00PM Saturday and Sunday.**
 - ii. Any vehicles utilizing a Vehicle Access Permit and entering the Pedestrian Mall and/or the PATH Plaza must not remain stationary in any portion of the Pedestrian Mall except within designated loading zones. If designated loading zones are not available, the vehicle shall not enter the Pedestrian Mall or PATH Plaza and must instead utilize peripheral loading zones or other parking spaces on nearby streets.
 - iii. Vehicle size is limited to any vehicle with 2 axles or less in order to minimize hazards to pedestrians. Larger vehicles must utilize peripheral loading and unloading zones on nearby streets.
 - iv. **Vehicles meeting the above criteria will be permitted to remain within designated loading zones for up to 10 minutes.**
 - v. **Any vehicle remaining stationary for more than 10 minutes must display a valid Temporary Vehicle Access Permit.**
 - vi. **Temporary** Vehicle Access Permits shall be granted **for a single day use only** and to a limited number of authorized vehicles performing deliveries, pickups and/or drop-offs of business patrons or employees, and/or other loading and unloading of personnel, materials, or other goods to be used directly or indirectly by a business and/or residence along the Pedestrian Mall and/or the PATH Plaza **that requires vehicle presence of more than 10 minutes.**
 - vii. Vehicle Access Permits shall be available **only** for any property, **tenant, and/or resident** directly adjacent to any Pedestrian Mall and/or PATH Plaza border.
 - viii. One Vehicle Access Permit shall be made available per business and/or residence by request of the property owner, **tenant,** and/or resident only.
 - ix. Vehicle Access Permits will allow a single vehicle per permit to enter the Pedestrian Mall and/or PATH Plaza only between the hours of 8:00AM and 5:00PM, Monday through Friday, and between the hours 8:00AM and 2:00PM Saturday and Sunday.
 - x. Vehicle Access Permits shall be available through the Division of Parking within the Department of Public Safety. The Director of Parking reserves the right to approve or deny any requests for Vehicle Access Permits. If an application is



denied the Director of Parking shall clearly state the reason in writing for any request denials.

- xi. Vehicle Access Permits are transferrable between vehicles, but only a single vehicle will be granted access at any one time for each permit.
 - xii. Vehicle Access Permits will be valid for a full calendar year and shall be renewable.
- g. The City of Jersey City reserves the right to revoke any Vehicle Access Permit or to further restrict traffic to the Pedestrian Mall at any time.

III. Pedestrian Mall Zones and Access Lane

- a. A 15 foot wide span of the street surface directly in the center of the Newark Avenue from Grove Street to Erie Street shall be designated as an "Access Lane", which shall remain clear of all permanent and/or temporary Pedestrian Mall features in order to allow for safe access for emergency vehicles and other permitted traffic. This Access Lane shall not be utilized as a through lane or for any other vehicle travel purpose not specifically approved in this plan. This lane shall not be marked as a travel lane or have any other noticeable markings so as to avoid confusion that the Pedestrian Mall may be used for general vehicle traffic purposes.
- b. The street surface from the edge of each curb extending outward to the border of the Access Lane is hereby designated as the "Mall Zone(s)".
- c. Permanent and/or temporary Pedestrian Mall features, including but not limited to planters, tables, chairs, umbrellas, pianos, benches, and other barriers, will be permitted to be installed only within the Mall Zones (see section IV for more information).
- d. Specific areas within the Mall Zones shall be designated as loading zones. These loading zones shall be a minimum length of 30 feet and shall remain clear of permanent and temporary Mall features. All loading and unloading must occur only in these zones in order to allow for other permitted and/or emergency or maintenance/service vehicle traffic to proceed.
- e. Traffic will not be permitted to remain stationary in any areas not designated as loading areas of the Mall Zone or else in the Access Lane.

IV. Mall Zone Features

- a. Any permanent and/or temporary Mall Zone Features, including but not limited to planters, tables, chairs, umbrellas, pianos, benches, and other barriers, will be permitted to be installed only within the Mall Zones.
- b. Mall Zone Features shall be installed and maintained only by the City of Jersey City.
- c. Open flames, light emitting devices, heavy machinery or other gas powered devices, and food preparation or food storage devices (including but not limited to refrigerators, freezers, stoves, microwaves, portable burners, and/or hot plates) will not be allowed within 50 feet of any Pedestrian Mall boundary or within the Pedestrian Mall during sanctioned events or any other time.



- d. All Mall Zone Features are the property of the City of Jersey City and the use of these features is at the discretion of the City of Jersey City.

V. Non-motorized vehicles

- a. Any person(s) operating any non-motorized vehicle, including but not limited to bicycles, skateboards, scooters, or rollerblades, must exercise extreme caution when utilizing the Pedestrian Mall.
- b. The maximum speed of non-motorized vehicle travel within the Pedestrian Mall is 5 miles per hour (M.P.H.).
- c. Careless and/or reckless non-motorized vehicle operation that threatens the safety of pedestrians in or around the Mall, including but not limited to speeds over 5 M.P.H., aggressive or intimidating activity, or any other operation or behavior that could be deemed dangerous for other Pedestrian Mall patrons will be subject to removal from the Pedestrian Mall and to additional penalties allowed by law, if applicable.

VI. Public Safety

- a. Any person(s) creating undue amounts of noise, waste, and/or a potentially dangerous or threatening environment for any Pedestrian Mall patrons will be subject to removal from the Pedestrian Mall and to additional penalties allowed by law, if applicable.
- b. No person may loiter in the Mall between the hours of 11:00PM and 6:00AM, whether or not that person is making use of any Pedestrian Mall public seating, fixtures, or any other Pedestrian Mall features. Any person in violation of this section will be subject to removal from the Pedestrian Mall in addition to any other penalties allowed by law.
- c. A permanent police post of one or more officers will be assigned whenever manpower allows and during high pedestrian volume times. Posts will be assigned to the area at the discretion of the Department of Public Safety and the City Administration, which will make a good faith effort to respond to any concerns noted by the public.
- d. The Jersey City Department of Public Safety will provide directed patrols throughout the Pedestrian Mall as needed and as directed by the Department of Public Safety and the City Administration.
- e. All businesses serving alcoholic beverages and with an entrance and/or exit within the boundaries of the Pedestrian Mall must have a security guard on duty outside the entrance/exit at least between the hours of 11:00PM until business closing time. Security guards shall be responsible for controlling patrons entering or exiting the business and for ensuring safety of business patrons and of other Pedestrian Mall patrons.
- f. Minors shall be subject to the rules and regulations regarding curfews as noted in § 137-1. et seq.

VII. Events and activities

- a. In addition to other applicable rules and restrictions, all events and other activities held within the Pedestrian Mall are subject to approval pursuant to any applicable special



event permit rules and regulations and also by the Jersey City Office of Cultural Affairs. Regulations governing such events are subject to the standard regulations for standard public events and the limitations set forth in the Municipal Code.

- b. The Office of Cultural Affairs will provide additional oversight and make a good faith effort to ensure the number and variety of events is evenly distributed over time in order to prevent an undue burden on the local residents and/or local businesses.
- c. The Office of Cultural Affairs will notify the Historic Downtown Special Improvement District of any requests for events within the Pedestrian Mall and Cultural Affairs will collaborate with the HDSID to ensure appropriate event planning.
- d. Events may be held within the Pedestrian Mall during the hours of 10:00AM to 9:00PM, Monday through Sunday.
- e. Amplified music or other amplified sounds shall not be allowed within the Pedestrian Mall or within 50 feet of any Pedestrian Mall boundary (not including the Grove PATH Station Plaza). Any other limits on music or noise (including, without limitation, maximum permitted decibel levels) that would otherwise be applicable to this portion of Newark Avenue with or without the establishment of the Mall shall remain in full force and in effect within this area.
- f. No more than 1 total event per month shall be permitted to occur within the Pedestrian Mall that includes more than 50 anticipated attendees.
- g. No exceptions for the above mentioned rules will be granted for city sponsored events.
- h. This operating plan does not regulate any events in the PATH Plaza.

VIII. Food and Beverage Service

- a. Sidewalk cafés will be permitted on sidewalks adjacent to the Pedestrian Mall and in accordance with the municipal sidewalk café rules and regulations as noted in § 296-80 *et seq.*
- b. Food service in sidewalk cafés is further restricted to between hours of 8:00AM to 10:00PM Monday through Sunday.
- c. Alcoholic beverage service is permitted in sidewalk cafés and must be provided in accordance with sidewalk café license rules and regulations.
- d. Pedestrian Mall patrons are permitted to carry and consume food and/or beverages anywhere within the Pedestrian Mall with the exception of alcoholic beverages.
- e. Alcoholic beverages are not permitted to be consumed and/or open in any areas of the Pedestrian Mall, except within permitted sidewalk cafés, and except during a limited number of approved and permitted events.
- f. Alcoholic beverages not provided by a business directly adjacent to any Pedestrian Mall boundary and/or from an approved vendor during an approved and permitted event are prohibited to be consumed and/or open in any areas of the Pedestrian Mall including sidewalk cafés.

IX. Waste Removal and Maintenance



- a. Waste shall not be placed anywhere within the Pedestrian Mall between the hours of 8:00AM and 10:00PM, Monday through Sunday.
- b. Waste removal operations shall take place between the hours of 10:01PM and 7:59AM.
- c. The Jersey City Incinerator Authority (JCIA) will continue normal waste removal operations and the implementation of a Pedestrian Mall shall not disrupt any prior waste removal operations.
- d. All businesses within the Pedestrian Mall must have all waste removed from the entirety of the Pedestrian Mall by 8:00AM every morning.
- e. Businesses are encouraged to enter into a joint contract for waste removal services or else are encouraged to find alternate means to minimize the number of waste removal vehicles entering the Pedestrian Mall on any given day.
- f. The City and the Jersey City Incinerator Authority (JCIA) will collaborate with the Historic Downtown Special Improvement District (HDSID) to ensure the Pedestrian Mall will remain clean of waste and other debris.
- g. The City of Jersey City will be responsible for maintenance of the Pedestrian Mall and all Pedestrian Mall Features.
- h. Street sweeper and plowing operations will be modified to accommodate installation of Mall Zone features.

X. Mobile Food Vendors

- a. Mobile Food Vendors must abide by all regulations as noted in § 175-9.3. *et seq.*

XI. Planning and Implementation

- a. The City solicited feedback from the following people/groups/entities in the planning process:
 - i. Councilwoman Osborne
 - ii. Jersey City Mayor's Office
 - iii. Jersey City Fire Department
 - iv. East District Police Department
 - v. Department of Public Safety
 - vi. Department of Administration
 - vii. Cultural Affairs
 - viii. Division of Commerce
 - ix. Division of Planning
 - x. Traffic and Engineering
 - xi. Jersey City Incinerator Authority (JCIA)
 - xii. Department of Public Works
 - xiii. Historic Downtown Special Improvement District (HDSID)
 - xiv. Individual local downtown businesses
 - xv. Harsimus Cove Association
 - xvi. The general public
 - xvii. Jersey City Corporation Counsel
 - xviii. Department of Health and Human Services
 - xix. NJTransit



- xx. Jersey City Division of Parking
- xxi. Sam Schwartz Transportation Planning and Engineering (solicited design proposal)
- b. The City will continue to solicit feedback and information regarding implementation and operation of the Pedestrian Mall and if appropriate, will make changes and revisions to the operating plan and also if appropriate the enabling ordinance.
- c. The City shall hold a public feedback review meeting between 6 and 8 months after approval of this ordinance and full implementation and construction of the Pedestrian Mall. The purpose of this meeting will be to discuss issues and any possible changes and/or improvements to the Mall. This public feedback review session shall occur at City Hall. Adequate notice shall be provided to all property owners within 600 feet of any Pedestrian Mall boundary as well as the Historic Downtown Special Improvement District, the Harsimus Cove Association, and other adjacent communities and community groups.

XII. Implementation

- a. The City will introduce a sample pilot version of the Pedestrian Mall in an effort to demonstrate the actual look and feel of the physical layout of the Pedestrian Mall. Any deviations from the pilot version will be at the discretion of the City with feedback from the public, local businesses, and any other relevant stakeholders.
- b. **No traffic or other vehicle related** violations or summonses shall be issued until 3 months after the ordinance takes effect ("grandfather period"). **The grandfather period does not apply to any other quality of life, public safety, other public nuisance, or operational regulations or restrictions.**

Note: All new material is underlined; words in [brackets] are omitted.

For purposes of advertising only, new matter is **boldface** and repealed matter by *italics*.



STEVEN M. FUOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5200 | F: 201 547 5442



STEVEN M. FUOP
MAYOR OF JERSEY CITY

June 24, 2015

***UPDATED July 17, 2015**

Dear Council President and Members of the Municipal Council:

The following report has been prepared for your consideration in order to provide supporting evidence and research for the creation of a Pedestrian Mall on the portion of Newark Avenue between Grove Street and Erie Street.

The portion of Newark Avenue between Erie Street and Grove Street is suitable for the creation of a Pedestrian Mall.

- This portion of Newark Avenue is not a part of any state highway and is not a major vehicle traffic artery or through street to other areas of the city or region.
- This portion of Newark Avenue is not a bus route or cargo and/or other type of delivery route.
- This portion of Newark Avenue is not a preferred route of travel for emergency vehicles, except for those vehicles that must directly access this portion of the street.
- The proposed Pedestrian Mall plan preserves all current service and maintenance operations, with no disruptions to waste removal operations or inhibition of emergency vehicle access.
- The City of Jersey City may undertake development and maintenance of a Pedestrian Mall as a local improvement pursuant to the provisions of N.J.S.A. 40:56-69 et seq.
- The proposed Pedestrian Mall plan underwent a section 31 review pursuant to NJSA 40:55D-31 during the regularly scheduled Jersey City Planning Board meeting on June 23, 2015 in the Council Chambers in City Hall.
- Pedestrian Malls utilizing a shared space format (allowing vehicles and pedestrians to share the space) have been successfully implemented in a variety of cities and neighborhoods throughout the country and throughout the world.

A Pedestrian Mall in this area will support the local economy and enhance patronage of local businesses.

- 30 businesses currently operate with storefronts directly adjacent to the Pedestrian Mall, including 9 bars and restaurants and also 6 businesses with outdoor seating. At least two more storefronts/businesses are currently under construction. Dozens of additional businesses operate within a few blocks of the proposed Pedestrian Mall boundaries. All of these businesses stand to benefit from additional foot traffic that a Pedestrian Mall will bring.
- Foot traffic and window shopping is limited due to the unwelcoming and uninviting streetscape along this portion of Newark Avenue, with narrow sidewalks, two lanes of fast moving traffic, and 16 parking spaces within an already crowded commercial corridor.
- Double parking and other illegal stopping and standing is common along this stretch of Newark Avenue, creating further hazards for pedestrians and also vehicle traffic in the area.
- The businesses directly adjacent to this portion of Newark Avenue as well as the Historic Downtown Special Improvement District (HDSID) are in support of a Pedestrian Mall, noting it will serve to not only increase foot traffic to local businesses but will also drive activity and visitors throughout the local area. Requests were made by local businesses to specifically include limited vehicle access for emergencies, deliveries, and for patrons that require local drop-offs and pickups.

A Pedestrian Mall will build a safer, more pedestrian friendly area and will foster more frequent cultural and social exchanges in the community.

- This portion of Newark Avenue and the area immediately surrounding it was formally a congested traffic hub that is still utilized by thousands of daily commuters traveling on foot and bike to bus and PATH train stops.
- Despite current use as a pedestrian thoroughfare, this portion of Newark Avenue does not currently provide adequate pedestrian safety or promote positive interactions between pedestrians.
- A Pedestrian Mall on this portion of Newark Avenue will enhance the movement, safety, convenience, and enjoyment of pedestrians by decreasing the volume of vehicles, reducing air pollution, and increasing socialization and other interactions between local residents and visitors.
- A Pedestrian Mall on this portion of Newark Avenue will remain in compliance with all applicable ADA regulations and will continue to ensure equal access to all patrons and visitors.
- The local and nearby communities are supportive of a Pedestrian Mall so long as the City includes the following items in the plan:
 - Restrictions on activities, noise, and public disturbances
 - Increased police presence and/or other enhanced safety measures
 - Limited vehicle access for emergencies, deliveries, and for residents that require local drop-offs and pickups
 - Sufficient project management and oversight

A Pedestrian Mall will be a unique neighborhood asset found nowhere else in Jersey City that will serve as a destination for residents and visitors and will become a highlight attraction for Jersey City.

- This is the first location in Jersey City where a Pedestrian Mall will be implemented.
- A Pedestrian Mall on this portion of Newark Avenue will become a tourist attraction but also source of pride for residents.
- A Pedestrian Mall on this portion of Newark Avenue will expand cultural and social opportunities with the addition of a distinctive open public space that allows for gatherings, events, and expanded socializing.
- A Pedestrian Mall on this portion of Newark Avenue will serve as a model for additional Pedestrian Malls throughout Jersey City.
- A Pedestrian Mall on this portion of Newark Avenue will allow for implementation of a variety of new artistic elements as well as additional green infrastructure in a public open space.

Data and information has been gathered from a variety of sources including a pilot program last summer.

- A pilot Pedestrian Mall program was implemented on a temporary basis last summer beginning Tuesday August 18, 2014 and ending October 31, 2014.
- The pilot program was approved by ordinance (ordinance 14.043, approved 9-0 by the Jersey City Municipal Council on July 16, 2014) in the same fashion as the proposed plan seeks to be approved.
- Thousands of patrons utilized this space during the pilot program but more importantly the City was able to test the model and better understand the impact on businesses and the community as a whole.
- Two public meetings were held after the end of the pilot program to solicit feedback from the community and businesses:
 - A meeting targeting businesses was held on Tuesday March 3, 2015 in the Jersey City Council Caucus Room.
 - A meeting targeting the community was held on Monday March 9, 2015 at 7:30PM at Grace Church Van Vorst at a regularly schedule Harsimus Cove Association meeting.
- Several follow up group discussions occurred at regularly scheduled HDSID and Harsimus Cove Association meetings, including several conversations between city officials and HDSID and Harsimus Cove Association leadership.
- Additional feedback was volunteered and also solicited directly from individual business owners, local residents, and other Pedestrian Mall patrons during and after the pilot.

- Relevant city officials and other stakeholders were also consulted throughout the process, including representatives from the following groups and offices:
 - Councilwoman Candice Osborne
 - Mayor's Office
 - Fire Department
 - East District Police Department
 - Department of Public Safety
 - Jersey City Medical Center EMS
 - Department of Administration
 - Cultural Affairs
 - Division of Commerce
 - Division of Planning
 - Division of Traffic and Engineering
 - Jersey City Incinerator Authority (HCIA)
 - Department of Public Works
 - Jersey City Corporation Counsel
 - Department of Health and Human Services
 - NJ Transit
 - Sam Schwartz Transportation Planning and Engineering (solicited design proposal)

Please let me know if you have any further questions.

Sincerely,

Brian Platt
Jersey City Mayor's Office

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



ORDINANCE NO. Ord. 15.096

TITLE: 3.1 JUN 24 2015 4.1 JUL 15 2015

Ordinance implementing Chapter 67 (Pedestrian Malls),
Article 1 (Newark Avenue Pedestrian Mall).

RECORD OF COUNCIL VOTE ON INTRODUCTION											
JUN 24 2015 8-1											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
JUL 15 2015 8-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>OSBORNE</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	ABSENT			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

YVONNE BALCER
MARTIN SEIGEL
JOHN REICHERT
ROBYN SCHNEIDER
ERIC FLEMING
DAVID HOHENSEE
AARON MORRILL
PAUL BERMAN
LAVERNE WASHINGTON
JEANNE DALY
ABDUL MALIK
WILLIAM DORRITY
DANIEL LEVIN

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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE											
JUL 15 2015 6-3											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN		✓		RIVERA		✓	
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO		✓		COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on JUN 24 2015
Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015

Robert Byrne
Robert Byrne, City Clerk

APPROVED: [Signature]
Rolando R. Lavarro, Jr., Council President
Date JUL 15 2015

*Amendment(s):

APPROVED: [Signature]
Steven M. Fulop, Mayor
Date JUL 20 2015
JUL 15 2015
Date to Mayor _____

City Clerk File No. Ord. 15.097

Agenda No. 3.A. 1st Reading

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



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE *15,097*

TITLE: ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF A TAX EXEMPTION AND FINANCIAL AGREEMENT FROM BRUNSWICK ESTATES ASSOCIATES, A LIMITED LIABILITY PARTNERSHIP, TO ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL, LLC, PURSUANT TO SECTION 11 OF THE FINANCIAL AGREEMENT AND THE LIMITED DIVIDEND NONPROFIT HOUSING CORPORATIONS OR ASSOCIATION LAW N.J.S.A. 55:16-1 ET SEQ.

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

WHEREAS, Brunswick Estates Associates, is a limited liability partnership urban renewal company, formed and qualified to do business under the provisions of the Limited Dividend Nonprofit Housing Corporations or Associations Law, N.J.S.A. 55:16-1 et seq., which was repealed and superseded by the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., [sometimes referred to herein as the Entity or the Existing Entity]; and

WHEREAS, Brunswick Estates Associates, LLC, is the current owner of the entire property known as Block 12606, Lot 1; and Block 13603, Lot 3 on the City's Official Tax map, and more commonly known by the street address of 391-413 Montgomery Street, Jersey City, New Jersey and 451-489 Montgomery Street, Jersey City, New Jersey, all of which is located within the boundaries of the Montgomery Gateway Redevelopment Plan area and the Montgomery Street Redevelopment Plan area, which is a 131-unit low and moderate income housing project thereon [Project]; and

WHEREAS, by the adoption of Resolution adopted on November 23, 1982, the Municipal Council of the City of Jersey City approved the tax exemption on the Project and authorized the execution of a financial agreement with Brunswick Estates Associates, LLC, which was executed on December 9, 1982 [Financial Agreement]; and

WHEREAS, in accordance with an agreement of sale dated January 30, 2015, Brunswick Estates Associates has agreed to sell the Project to Roseville Avenue Redevelopment Urban Renewal, LLC [sometimes referred to herein as the New Entity] subject to the City's consent to the assignment of the Financial Agreement for the Project to Roseville; and

WHEREAS, on June 18, 2015, the New Entity applied to the City for its consent to the sale of the Project from Brunswick Estates Associates to Roseville Avenue Redevelopment Urban Renewal LLC, an urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq., which has agreed to assume all obligations of Brunswick Estates Associates under the Financial Agreement as amended; and

WHEREAS, pursuant to Section 11 of the Financial Agreement, upon written application by the New Entity, the City is required to consent to the sale or transfer of a tax exemption, or a portion thereof, if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.; 3) the existing Entity, Brunswick Estates Associates, is not in default of its financial agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity; and

ORDINANCE CONSENTING TO THE SALE AND ASSIGNMENT OF A TAX EXEMPTION AND FINANCIAL AGREEMENT FROM BRUNSWICK ESTATES ASSOCIATES, A LIMITED LIABILITY PARTNERSHIP, TO ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL, LLC, PURSUANT TO SECTION 11 OF THE FINANCIAL AGREEMENT AND THE LIMITED DIVIDEND NONPROFIT HOUSING CORPORATIONS OR ASSOCIATION LAW N.J.S.A. 55:16-1 ET SEQ.

WHEREAS, in addition, the New Entity has agreed to pay the City an amount equal to 2% of the annual service charge as consideration for continuation of the tax exemption; and

WHEREAS, based upon the current service charge, 2% of the annual service charge is estimated to be \$3,080, which sum will be paid at closing, anticipated to occur on or before September 15, 2015; and

WHEREAS, the Project will continue to pay an annual service charge defined as the greater of \$154,000 or 6.28% of annual gross revenue for the remaining seventeen (17) years in the term; and

WHEREAS, the New Entity will record a deed restricting the units as low and moderate income affordable housing in accordance with the requirements of the Uniform Housing Affordable Controls, N.J.A.C. 5:80-26.11, for the entire duration of the remaining seventeen (17) years of the term of the tax exemption and provide proof of same to the City.

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

A. The Application of Roseville Avenue Redevelopment Urban Renewal, LLC an urban renewal company formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 2003, N.J.S.A. 40A:20-1 et seq. attached hereto, for the assignment of the tax exemption and the Financial Agreement concerning Block 12606, Lot 1, and Block 13603, Lot 5 and more commonly known by the street address of 391-413 Montgomery Street, Jersey City, New Jersey and 489 Montgomery Street, Jersey City, New Jersey, arising of the sale of the property from Brunswick Estates Associates, to Roseville Avenue Redevelopment Urban Renewal, LLC, and transfer of the tax exemption from Brunswick Estates Associates to Roseville Avenue Redevelopment Urban Renewal, LLC is hereby approved, subject to payment to the City of 2% of the annual service charge estimated to be \$3,080.

B. Roseville Avenue Redevelopment Urban Renewal, LLC shall record a deed restricting the units as low and moderate income affordable housing, pursuant to the Uniform Housing Affordable Controls, N.J.A.C. 5:80-26.11, for at a minimum duration of seventeen (17) years, to commence from the date of adoption of the herein Ordinance, and provide proof of recordation to the City within ninety (90) days of the date of adoption of the herein Ordinance.

C. The Mayor or Business Administrator is hereby authorized to execute a consent to assignment with Brunswick Estates Associates and an assumption agreement with Roseville Avenue Redevelopment Urban Renewal, LLC, as well as any other documents appropriate or necessary to effectuate the sale and transfer of the Project and the tax exemption financial agreement, and the purposes of this ordinance.

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

E. Both Brunswick Estates Associates, LLC and Roseville Avenue Redevelopment Urban Renewal, LLC have agreed to execute a release and waiver of any and all claims against the City arising from the Financial Agreement on or before the consent to assignment is executed. If the parties fail to execute the release the ordinance will be void and the assignment will be terminated. The signature of the Mayor or Business Administrator on the Consent to Assignment shall constitute conclusive proof of the satisfaction of this requirement.

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.

FINANCIAL AGREEMENT FROM BRUNSWICK ESTATES ASSOCIATES, A LIMITED LIABILITY PARTNERSHIP, TO ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL, LLC, PURSUANT TO SECTION 11 OF THE FINANCIAL AGREEMENT AND THE LIMITED DIVIDEND NONPROFIT HOUSING CORPORATIONS OR ASSOCIATION LAW N.J.S.A. 55:16-1 ET SEQ.

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*.

DJ/he
6/25/15

APPROVED AS TO LEGAL FORM
Jaanne Monahan
for Corporation Counsel

APPROVED: _____
APPROVED: [Signature]
Business Administrator

Certification Required
Not Required

**CONSENT TO ASSIGNMENT OF FINANCIAL AGREEMENT AND
ASSUMPTION OF FINANCIAL AGREEMENT, AMONG
BRUNSWICK ESTATES ASSOCIATES,
ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL, LLC
AND THE CITY OF JERSEY CITY**

THIS AGREEMENT is dated the ____ day of _____, 2015, between the **CITY OF JERSEY CITY [City]**, located at 280 Grove Street, Jersey City, New Jersey 07302, **BRUNSWICK ESTATES ASSOCIATES**, a New Jersey limited liability partnership having an office at c/o William H. Easton, Esq., Korona, Beides & Eaton, 744 Broad Street, Suite 1901, Newark, NJ [Original Entity]; and **ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL, LLC**, a New Jersey limited liability company having an office at 14 Scenic Drive, Dayton, New Jersey 08810 [New Entity].

WHEREAS, pursuant to N.J.S.A. 55:16-1 et seq., and Resolution adopted on November 23, 1982, the City approved a Long Term Tax Exemption and the execution of a Financial Agreement with Brunswick Estates Associates [Original Entity] for the construction of 131 unit low and moderate income housing project, and more particularly described as Block 12606, Lot 1, and Block 13603, Lot 3, on the official Tax Map of the City of Jersey City, and more commonly known by the street addresses of 391-413 Montgomery Street and 451-489 Montgomery Street, respectively [Project]; and

WHEREAS, the City and the Original Entity, entered into a financial agreement dated December 9, 1982; and

WHEREAS, pursuant to an Agreement of Sale the Original Entity, as seller agreed to sell the Project and assign the Financial Agreement to Roseville Avenue Redevelopment Urban Renewal, LLC [the New Entity]; and

WHEREAS, the Financial Agreement provides that any sale of the Project or Assignment of the Financial Agreement is null and void unless approved by the City in advance; and

WHEREAS, by application dated June 18, 2015, the New Entity formally requested that the City give its consent and approval sell the Project and assign the Financial Agreement to the New Entity; and

WHEREAS, by adoption of Ordinance _____, the Municipal Council of the City of Jersey City consented to 1) the sale of the Project from the Original Entity to the New Entity; 2) the assignment of the Financial Agreement by the Original Entity; 3) the assumption of the Financial Agreement by the New Entity; and 4) authorized the City Business Administrator to execute any documents necessary and appropriate to effectuate the foregoing; and

WHEREAS, the parties hereto now seek to memorialize the consent of the City to the sale of the project and the assignment of the Financial Agreement by the Original Entity and the assumption of the Financial Agreement by the New Entity;

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. The City hereby authorizes, approves and consents to the Assignment by the Original Entity of the Financial Agreement to the New Entity and the assumption of the Financial Agreement by the New Entity.

2. The New Entity will continue to pay an Annual Service Charge defined as the greater of \$154,000 or 6.28% of Annual Gross Revenue for the remaining 17 years of the term of the abatement.

3. The City acknowledges that as of the date hereof, the names and the addresses of the New Entity entitled to receive notice under the Financial Agreement shall be amended as follows: Roseville Avenue Redevelopment Urban Renewal, LLC, 14 Scenic Drive, Dayton, New Jersey 08810.

4. Pursuant to Section 11 of the Financial Agreement, upon written application by the Original Entity, the City is required to consent to the sale or transfer of the tax exemption financial Agreement if: 1) the New Entity does not own any other tax exempt projects; 2) the New Entity is formed and eligible to operate under the Law; 3) the existing Entity is not in default of the Financial Agreement; and 4) the New Entity agrees to assume all obligations of the existing Entity under the Financial Agreement.

5. In addition, the New Entity has agreed to pay the City a transfer fee in an amount equal to 2% of the annual service charge, which the Entities hereby confirm is \$3,080.

6. The New Entity agrees to record a deed restricting the units as low and moderate income affordable housing in accordance with the requirements of the Uniform Housing Affordable Controls, N.J.A.C. 5:80-26.11 for the entire duration of the remaining seventeen (17) years of the term of the tax exemption and provide proof of same to the City within ninety (90) days of the date of execution of this Agreement.

7. The Financial Agreement dated December 9, 1982, hereby remains in full force and effect, subject to the terms of this Consent to Assignment Agreement.

8. The Original Entity hereby consents to the assignment of the Financial Agreement to the New Entity.

9. The New Entity hereby agrees to assume all obligations previously belonging to the Original Entity under the Financial Agreement.

10. Both Brunswick Estates Associates and Roseville Avenue Redevelopment Urban Renewal, LLC, have agreed to execute a release and waiver of any and all claims against the City arising from the Financial Agreement on or before the Consent to Assignment is executed. If the parties fail to execute the release, the ordinance will be void and the assignment will be terminated. The signature of the Mayor or Business Administrator on the Consent to Assignment shall constitute conclusive proof of the satisfaction of this requirement.

Any and all capitalized terms in this Agreement shall be defined in accordance with and by reference to the Financial Agreement and/or N.J.S.A. 40A:20-1 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

ATTESTED:

CITY OF JERSEY CITY

**ROBERT BYRNE
CITY CLERK**

**ROBERT J. KAKOLESKI
BUSINESS ADMINISTRATOR**

WITNESS:

**BRUNSWICK ESTATES ASSOCIATES
[Original Entity]**

By:

WITNESS:

**ROSEVILLE AVENUE REDEVELOPMENT
URBAN RENEWAL, LLC [New Entity]**

By:

Roseville Avenue Redevelopment Urban Renewal LLC
6 Faneuil Hall Marketplace
Boston MA 02109
June 18, 2015

Via Hand Delivery

Hon. Steven Fulop, Mayor
The City of Jersey City
280 Grove Street
Jersey City, NJ 07302

Re: 391-413 Montgomery Street, Jersey City, New Jersey (a.k.a. Block 12606, Lot 1) and 479-489 Montgomery Street, Jersey City, New Jersey (a.k.a. Block 13603, Lot 3) (collectively, the "Property") -- Roseville Avenue Redevelopment Urban Renewal, LLC -- Consent to Transfer and Assignment and Assumption of Tax Abatement

Dear Mayor Fulop:

We are writing on behalf of Roseville Avenue Redevelopment Urban Renewal LLC (the "URE"), to formally request the City's consent to the transfer and assignment to and assumption by the URE of the existing financial agreement and tax abatement applicable to the Property, in connection with the URE's acquisition of the Property. Expedient transfer of this existing financial agreement and tax abatement, with NO request for an extension, rate reduction, or modification to the terms of the existent PILOT, is critical to the financing and ultimate transformation of the Brunswick Estates affordable housing property.

The Property is an existing 131 unit low- and moderate-income housing project consisting of 2, 3, 4, and 5 bedroom units, known as Brunswick Estates. The URE intends to acquire and renovate Brunswick Estates through a moderate rehabilitation, introduce resident services, improve site security, greatly beautify the property, increase the energy efficiency of the property, and preserve its operation as a fully low- and moderate-income housing project. Jersey City granted the existing tax abatement in 1982, pursuant to a Tax Abatement Agreement between Brunswick Estates Associates and the City of Jersey City in accordance with the *Limited Dividend Non-Profit Housing Corporations or Associations Law* then in effect N.J.S.A. 15:16-1 *et seq.* (the "Tax Abatement Agreement"). In addition to the URE's tax abatement eligibility as a use-restricted affordable housing property, the Property is also located in the Montgomery Gateway and Montgomery Street designated Areas in Need of Redevelopment.

In addition to the City's consent to the transfer of the exiting Tax Abatement Agreement, we Sponsor also requires and respectfully requests that the Council adopt the enclosed Resolution of Need, required by NJHMFA. A proposed form of Resolution of Need is enclosed.

The construction scope of work anticipated in the rehabilitation of Brunswick Estates approximates \$13.5 million in hard costs that will create an estimated 50 construction jobs. The General Contractor, DiMarco Constructors is prepared to utilize prevailing wages throughout the project duration, prioritize local subcontractors and construction laborers, meet the City's required MWB hiring and subcontracting levels, and work with sponsored trainee programming. Some local subcontractors who are being considered include TF Andrew (flooring), Brian Trematore (Plumbing and HVAC), Kitchen Classics (Kitchens), Joan Yang (Painting-WBE), Leo Construction (Siding-WBE), and Isaac Construction (windows-WBE).

Timing for the transfer of the existing financial agreement and tax abatement is of utmost importance to the development timeline of Brunswick Estates. Full approval of the transfer of the PILOT by the City of Jersey City by the end of July will ensure all funding sources within the capital stack can be achieved. Delay beyond July, 2015 will greatly jeopardize the success of the rehabilitation and

preservation of Brunswick Estates. The critical components of the contemplated rehabilitation timeline are as follows, and any efforts by the City to this end are greatly appreciated:

- July 1st and 15th 2015 (or via Special Meeting by July 31st): First and second reading of City Ordinance consenting to the transfer of the existing financial agreement and tax abatement at Brunswick Estates to Roseville Avenue Redevelopment Urban Renewal LLC who will acquire, rehabilitate, and preserve 100% affordability at the property, and adoption of the Resolution of Need.
- August 13th, 2015: NJHMFA Board Meeting authorizing the Declaration of Intent and Financing Commitment (4% LIHTC allocation and conduit tax exempt bonds).
- September 10th, 2015: NJEDA Board Meeting awarding ERG State Incentive Tax Credits.
- September 30th, 2015: Acquisition and construction financing closing, meeting the Department of Justice deadline for the utilization of Citibank's Multifamily Catalyst Subordinate Loan Program (\$2.62 million awarded to Brunswick Estates).

In connection with the requested transfer of the Tax Abatement Agreement, the URE certifies as follows:

- 1) the URE does not own any other project subject to a long term tax exemption as of the date hereof and will not at the time of transfer of the Property;
- 2) the URE is formed and eligible to operate under the laws of the State of New Jersey, including the *Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq.*;
- 3) to the best of the URE's knowledge, Brunswick Estates Associates is not in default of the Tax Abatement Agreement or any applicable laws thereto;
- 4) Brunswick Estates Associates' obligations under the Tax Abatement Agreement will be fully assumed by the URE; and
- 5) the URE will pay in full the maximum transfer fee, currently 2% of the annual service charge, as permitted by *N.J.S.A. 40A:20-10(d)* in connection with the transfer.

We have enclosed a copy of the original Tax Abatement Agreement and a copy of the filed Certificate of Amendment of the URE. Again, any assistance in expediting the processing and consent to transfer of the existing tax abatement and financial agreement to the URE will be greatly appreciated and essential to the success of the rehabilitation project. I will make myself available at any time to address any questions or provide any additional information that you may need.

Respectfully,



Roseville Avenue Redevelopment Urban Renewal LLC
By: Roseville Avenue MM LLC, its Managing Member
By: WDP Manager Corp., its Manager
By: Gilbert J. Winn, President

Encl.

cc: Deputy Mayor Marcos Vigil
Al Cameron, Jersey City Tax Collector's Office
Diana Jeffrey via email at: djeffrey@jcnj.org



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
- 101 SOUTH BROAD STREET
PO Box 805
TRENTON, NJ 08625-0805

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CHARLES A. RICHMAN
Acting Commissioner

DEPARTMENT OF COMMUNITY AFFAIRS

TO: State Treasurer
RE: ROSEVILLE AVENUE REDEVELOPMENT URBAN RENEWAL LLC
(formerly Roseville Avenue Redevelopment Limited Liability Company)
File #1564
An Urban Renewal Entity

This is to certify that the attached CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION OF AN URBAN RENEWAL ENTITY has been examined and approved by the Department of Community Affairs, pursuant to the power vested in it under the "Long Term Tax Exemption Law," P.L. 1991, c.431.

Done this 18th day of May 2015 at Trenton, New Jersey.

DEPARTMENT OF COMMUNITY AFFAIRS

BY


Edward M. Smith, Director
Division of Codes and Standards



CERTIFICATE OF FORMATION (Amendment)
OF
Roseville Avenue Redevelopment Urban Renewal LLC

This Certificate of Formation of Roseville Avenue Redevelopment Urban Renewal LLC, dated as of April 9, 2015, has been duly executed and is being filed by Lawrence H. Curtis, as an authorized person, in accordance with N.J.S.A. 42:2C-1 et seq., with the State Treasurer of the State of New Jersey ("Certificate"), in accordance with New Jersey Law.

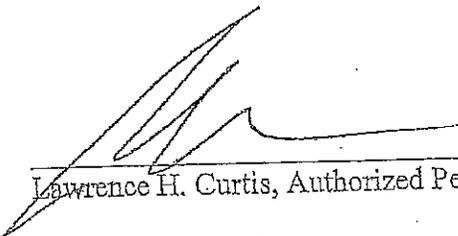
The Certificate is hereby stated in its entirety to read as follows:

1. The name of the limited liability company hereby formed is Roseville Avenue Redevelopment Urban Renewal LLC ("URE").
2. The registered office of the URE is located at 14 Scenic Drive, Dayton, New Jersey 08810; its registered agent for service of process is National Corporate Research, Ltd.
3. The managing member of the URE is: Roseville Avenue MM LLC, having an address at 6 Faneuil Hall Marketplace, Boston, Massachusetts 02109.
4. The URE shall have perpetual duration unless it is dissolved and its affairs wound up in accordance with its Operating Agreement.
5. The purpose of the URE is to operate under P.L.1991, c. 431 (C.40A:20-1 et seq.) and to initiate and conduct projects for the redevelopment of a redevelopment area pursuant to a redevelopment plan, or projects necessary, useful, or convenient for the relocation of residents displaced or to be displaced by the redevelopment of all or part of one or more redevelopment areas, or low and moderate income housing projects, and, when authorized by financial agreement with the City of Jersey City, to acquire, plan, develop, construct, alter, maintain or operate housing, senior citizen housing, business, industrial, commercial, administrative, community, health, recreational, educational or welfare projects, or any combination of two or more of these types of improvement in a single project, under such conditions as to use, ownership, management and control as regulated pursuant to P.L.1991, c. 431 (C.40A:20-1 et seq.).
6. So long as the URE is obligated under a financial agreement with the City of Jersey City made pursuant to P.L.1991, c. 431 (C.40A:20-1 et seq.), it is to engage in no business other than the ownership, operation and management of the project.
7. The URE has been organized to serve a public purpose and its operations are to be directed toward: (1) the redevelopment of redevelopment areas, the facilitation of the relocation of residents displaced or to be displaced by redevelopment, or the

conduct of low and moderate income housing projects; (2) the acquisition, management and operation of a project, redevelopment relocation housing project, or low and moderate income housing project under P.L.1991, c. 431 (C.40A:20-1 et seq.); and (3) that it is to be subject to regulation by the City of Jersey City, and to a limitation or prohibition, as appropriate, on profits or dividends for so long as it remains the owner of a project subject to P.L.1991, c. 431 (C. 40A:20-1 et seq.).

8. The URE is not to transfer voluntarily more than ten percent (10%) of the ownership of the project or any portion thereof undertaken by it under P.L.1991, c. 431 (C. 40A:20-1 et seq.), until it has first removed both itself and the project from all restrictions of P.L.1991, c. 431 (C.40A:20-1 et seq.) in the manner required by P.L.1991, c. 431 (C.40A:20-1 et seq.) and, if the project includes housing units, has obtained the consent of the Commissioner of Community Affairs to such transfer; with the exception of transfer to another urban renewal entity, as approved by the City of Jersey City, which other urban renewal entity is to assume all contractual obligations of the URE under the financial agreement with the City of Jersey City. The URE is to file annually with the City of Jersey City governing body a disclosure of the persons having an ownership interest in the project, and of the extent of the ownership interest of each. Nothing herein shall prohibit any transfer of the ownership interest in the URE itself provided that the transfer, if greater than ten percent (10%), is disclosed to the City of Jersey City governing body in the annual disclosure statement or in correspondence sent to the City of Jersey City in advance of the annual disclosure statement referred to above.
9. The URE is subject to the provisions of section 18 of P.L.1991, c. 431 (C.40A:20-18) respecting the powers of the City of Jersey City to alleviate financial difficulties of the URE or to perform actions on behalf of the URE upon a determination of financial emergency.
10. Any housing units constructed or acquired by the URE are to be managed subject to the supervision of, and rules adopted by, the Commissioner of Community Affairs.

The undersigned has executed this Certificate of Formation for the URE, as of the date first written above.


Lawrence H. Curtis, Authorized Person

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



ORDINANCE NO. Ord. 15,097
 TITLE: 3.A JULY 2015 4.J JUL 15 2015

Ordinance consenting to the sale and assignment of a Tax Exemption and Financial Agreement from Brunswick Estates Associates, a limited liability partnership, to Roseville Avenue Redevelopment Urban Renewal, LLC, pursuant to Section 11 of the Financial Agreement and the Limited Dividend Nonprofit Housing Corporations or Association Law N.J.S.A. 55:16-1 et seq.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 01 2015 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUL 15 2015 7-0											
Councilperson <u>WATTERMAN</u> moved, seconded by Councilperson <u>COLEMAN</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	ABSENT			RIVERA	ABSENT		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

*LAVERN WASHINGTON
 YVONNE BALZER
 STEVEN MAIRELLA*

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			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

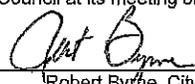
RECORD OF FINAL COUNCIL VOTE JUL 15 2015 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

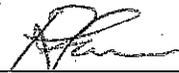
✓ Indicates Vote

N.V.--Not Voting (Abstain)

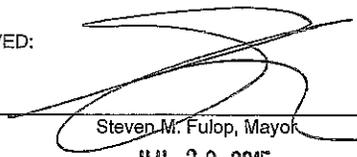
Adopted on first reading of the Council of Jersey City, N.J. on JUL 01 2015
 Adopted on second and final reading after hearing on JUL 15 2015

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUL 15 2015


 Robert Byrnie, City Clerk

APPROVED: 
 Rolando R. Lavarro, Jr., Council President
 Date JUL 15 2015

*Amendment(s):

APPROVED: 
 Steven M. Fulop, Mayor
 Date JUL 20 2015

Date to Mayor JUL 15 2015