

City Clerk File No. Ord. 10-071

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:

TITLE: CITY ORDINANCE 10-071  
Ordinance naming the path between  
the Babe Ruth Field and Cal Ripken Field at Pershing Field  
**Charlie Straub Way**

**WHEREAS**, Charlie Straub was born on August 27, 1944 to Charles Straub and Lucille Kopcinski. His family lived in Weehawken and moved to Jersey City in 1948, where he attended Public School #8 and Dickinson High School; and

**WHEREAS**, Charlie Straub began his coaching career in 1962; and

**WHEREAS**, Charlie Straub has been involved with the Pershing Field Little League, Babe Ruth League, Cal Ripken and Girls Softball for the past 48 years. He is a member of the Pershing Field Babe Ruth Hall of Fame, the Dickinson High School Hall of Fame and Ring of Honor; and

**WHEREAS**, Charlie Straub supervised the CYO Flag Football League and coached Reviving Baseball in Inner Cities (RBI) baseball team at Pershing Field; and

**WHEREAS**, Charlie Straub has served as Athletic Director of St. Nicholas Parish where during the 70's served as the baseball and basketball coach. Charlie has also served both St. Anthony High School and Dickinson High School Basketball teams as a sports statistician; and

**WHEREAS**, thousands of youngsters have benefitted from Charlie Straub's love of teaching and his love of baseball, basketball and football.

**NOW, THEREFORE, BE IT ORDAINED**, that the Municipal Council of the City of Jersey City deems it fitting and most appropriate to pay tribute and honor the life and career of Charlie Straub by naming the path between the Babe Ruth Field and Cal Ripken Field at Pershing Field "Charlie Straub Way."

G:\WPDOCS\YOLONDA\RESOS\RENAME\Charlie Straub.wpd

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: Business Administrator

Certification Required

Not Required

Council as a Whole, offered and moved adoption of the following resolution:

- Charlie Straub was born on August 27, 1944 to Charles Straub and Lucille Kopcinski. His family lived in Weehawken and moved to Jersey City in 1948. Charlie attended Public School #8 and Dickinson High School.
- Charlie Straub has spent his youth and adult life involved in sports. He began his coaching career in 1962
- Charlie Straub has been involved with the Pershing Field Little League, Babe Ruth League, Cal Ripen and Girls Softball for 48 years
- Charlie Straub is a member of the Pershing Field Babe Ruth Hall of Fame, Dickinson High School Hall of Fame and Ring of Honor
- ran the CYO Flag Football League and coached RBI baseball team at Pershing Field
- in during the 70's served as the baseball and basketball coach at St. Nicks
- currently Chairman of the Pershing Field Little League
- Charlie Straub is the Past President of both the Pershing Field Little League and Babe Ruth League; and
- Charles Straub has taught youngsters the meaning of teamwork and sportsmanship. Thousands of youngsters have benefitted from his love of teaching; and
- Charlie Straub has also served as Athletic Director of St. Nicholas Parish.
- Charles Straub spends the non-baseball season as a sports statistician for St. Anthony High School and Dickinson High School Basketball teams.

# Google maps

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## Pershing Field

**Pershing Field** [- more info »](#)  
Pershing Field, Jersey City, New Jersey 07307, United States

**Pershing Field Babe Ruth Lge** [- more info »](#)  
216 Central Avenue, Jersey City, NJ - (201) 418-9477

Sponsored Links

**Records: Pershing Field**  
The Most Comprehensive Database of Public Records. Get Results Now!  
[PublicRecords.com](#)

[Report a problem](#)



Windows taskbar showing the Start button, search bar, taskbar icons, and system tray with the time 4:26 PM and date Tuesday.

**County of Hudson**  
**Office of County Executive**  
**Thomas A. DeGise**



**Brennan Court House**  
 583 Newark Avenue  
 Jersey City, NJ. 07306  
 Phone: 201-369-4383  
 Fax: 201-714-4825

*Path between the  
 Babe Ruth field & some  
 Cal Ripken field  
 Naming the Pathway  
 bet. the Babe Ruth  
 & the Little League  
 park*

*201-527-4591  
 Joe Napulitano*

**FAX TRANSMITTAL**

Date: 5/18/10

Number of pages including cover sheet: 2

RE: Charlie Straub Way

	NAME	COMPANY	FAX NUMBER
TO:	<u>Robert Byrne</u>	<u>City Clerk</u>	<u>201-547-5461</u>
CC:	<u>Rodney Hodley</u>	<u>Director, Forestry</u>	<u>201-547-5737</u>
FROM:	<u>Peggy O'Brien, Assistant to Bill Gaughan, Chief of Staff</u>		

MESSAGE: Robert: Can you prepare a Resolution for the Council  
Council Meeting for "Charlie Straub Way" which will be at  
a Pathway starting at Central Ave running West between the two  
baseball fields ending at the Concession Stand on the West end of  
Trubing Field.  
Rodney if you could have the signs prepared I would appreciate  
it. Call 201-369-4383 with any questions. T.A.D.

## Honoring Charlie Straub

**Council as a Whole**, offered and moved adoption of the following resolution:

**Whereas, Charlie Straub** was born on August 27, 1944 at Christ Hospital to Charles Straub and Lucille Kopcinski. Charlie lived the first four years of his life in Weehawken and moved to Jersey City with his family in 1948; and

**Whereas**, graduated from Public School #8 and Dickinson High School. A sports enthusiast, **Charlie Straub** has spent his youth and adult life involved in sports and coaching Little League Baseball; and

**Whereas**, currently Chairman of the Pershing Field Little League, **Charlie Straub** is the Past President of both the Pershing Field Little League and Babe Ruth League; and

**Whereas**, during the forty years he has coached Little League and Babe Ruth baseball, **Charles Straub** has taught youngsters the meaning of teamwork and sportsmanship. Thousands of youngsters have benefitted from his love of teaching; and

**Whereas, Charlie Straub** has also served as Athletic Director of St. Nicholas Parish. **Charles Straub** spends the non-baseball season as a sports statistician for St. Anthony High School and Dickinson High School Basketball teams.

**Now, Therefore, Be It Resolved**, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of **Charlie Straub** and wishes to honor his outstanding accomplishments and distinguished community service to the citizens of Jersey City.

**From:** Ray Cowan (raycow62@yahoo.com)  
**To:** seanc271@Yahoo.com;  
**Date:** Mon, January 25, 2010 10:49:36 PM  
**Cc:**  
**Subject:** Charlie Straub bio.

Sean,

Below is some info about Charlie;

Started coaching in 1962,

Member of the following;

- Pershing Field Babe Ruth Hall of Fame
- Dickinson high Hall of Fame
- Ring of Honor

Also ran the CYO Flag football league in the 90's in Pershing Field.

Coached St Nicks baseball and basketball teams in the 70's.

Coached RBI baseball team in Pershing field.

And of course his involvement in Pershing Little League, Babe Ruth, Cal Ripkien, and Girls softball for last 48 years.

I hope this info is helpfull, let me know if you need anything else...

Ray.

*Is he still Chairman  
of the Pershing Field  
Little League*

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

ORDINANCE NO. Ord. 10-071  
 TITLE: 3.A. MAY 26 2010 4.A.



Ordinance naming the path between the Babe Ruth Field  
 and Cal Ripken Field at Pershing Field Charlie Straub  
 Way.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010

Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
 Robert Byrne, City Clerk

\_\_\_\_\_  
 Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_

\_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 10-072

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 10-072

**TITLE: ORDINANCE AMENDING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE VI (DEPARTMENT OF ADMINISTRATION) AND ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) OF THE JERSEY CITY CODE TRANSFERRING THE DIVISION OF ARCHITECTURE AND THE DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION FROM THE DEPARTMENT OF ADMINISTRATION TO THE DEPARTMENT OF PUBLIC WORKS**

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

A. The following amendments to Chapter 3 (Administration of Government) Article VI (Department of Administration) are hereby ordained:

~~[Sec. 3-52. — Division of Architecture.~~

~~A. — Creation of the Division of Architecture; Director of Architecture in charge. There is hereby created within the Department of Administration a Division of Architecture, the Director of which shall be the Chief Architect. Prior to appointment, the Chief Architect shall possess a license to practice architecture in the State of New Jersey and shall be qualified by further training and experience of five years in responsible charge of building construction.~~

~~(1) — Division of Architecture; functions. Under the direction and supervision of the Business Administrator, the Division of Architecture shall:~~

~~(a) — provide architectural services for the construction, reconstruction, maintenance, rehabilitation and demolition of public buildings, parks and related facilities. The Chief Architect shall produce plans and specifications under signature and seal.~~

~~(b) — provide for the structural maintenance, repair and alteration of all public buildings and parks owned or operated by the City of Jersey City.~~

~~(c) — establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the Division.~~

~~(d) — supervise the performance of all contracts for public works related capital improvement projects and certify the amounts due and payable thereunder.~~

~~(e) — provide for the preparation of plans and specifications for the construction, repair, alteration and demolition of all City building and structures.~~

~~(f) — set standards for the construction, reconstruction and maintenance of all facilities in and/or on public lands.~~

~~(g) — be responsible for grant coordination and control and preparation of all plans and specifications for public works and capital improvements.~~

~~(2) Enforce the following section of the City Code and issue summonses for violation of this section:~~

~~(a) Chapter 134, Contractors]~~

**Sec. 3-53 No Change**

~~Sec. 3-54 A. Creation of the Division of Engineering, Traffic and Transportation; Director: There is hereby created within the Department of Administration a Division of Engineering, Traffic and Transportation, the Director of which shall be the Municipal Engineer. Prior to appointment, the Municipal Engineer shall hold a degree in engineering from a recognized school or college of engineering and shall be qualified by further training and experience of at least ten (10) years in responsible municipal engineering. The Municipal Engineer shall also be licensed by the State of New Jersey and shall comply with N.J.S.A. 45:8-1 et seq., governing the licensing and practice of professional engineers and all other applicable laws.~~

~~B. Engineering functions:~~

~~(1) Be responsible for grant coordination and control and preparation of all plans and specifications for public works and capital improvements, including those funded under NJDOT administered grants (undertaken by the City).~~

~~(2) Supervise the performance of all contracts for public works and transportation related capital improvement projects and certify the amounts due and payable thereunder.~~

~~(3) Provide and maintain surveys, maps, specifications and operating records with respect to all property, works and facilities under the jurisdiction of the Division.~~

~~(4) Establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the division.~~

~~(5) Provide, supervise and coordinate engineering and technical activities and services of all departments.~~

~~(6) Perform or supervise land surveys of public land and rights-of-way and maintain the official tax assessment maps for the City.~~

~~(7) Enforce the following sections of the City Code and issue summonses for violation of these sections:~~

~~(a) Article I of Chapter 287, Solid Waste.~~

~~(b) Chapter 340, Waterfront.~~

~~(8) The Director of Engineering shall have the authority and duties as provided by the Jersey City Municipal Code.~~

~~(9) The Municipal Engineer shall have plenary authority and control over transportation-related capital improvement projects and the coordination and control over NJDOT administered grants and aid for capital construction.~~

~~C. Traffic and Transportation functions:~~

~~(1) Administer and enforce Chapter 332, Vehicles and Traffic, and such other provisions of the Jersey City Code relating to traffic, transportation and traffic engineering, except as otherwise provided by federal, state, county or local laws.~~

~~(2) Assure that all signs conform to federal, state, county and local laws, rules and regulations governing traffic signs, marking or pavements and related markings for such purposes. All traffic control devices shall conform, insofar as practicable, with the standards set forth in the Manual of Uniform Traffic Control Devices for Streets and Highways, United States Department of Transportation, Federal Highway Administration.~~

~~(3) Designate the location and design of highway lighting devices, poles and fixtures and the type and intensity of illumination for streets and ways.~~

- ~~(4) Collect and compile traffic data and prepare engineering studies and surveys in regard to vehicular and pedestrian traffic.~~
- ~~(5) Establish parking meter zones and determine the design, type, size, location and use of parking meters.~~
- ~~(6) Make and promulgate regulations designating curb loading zones, taxi stands and bus stops pursuant to N.J.S.A. 39:4-197(3)b.~~
- ~~(7) Conduct studies of the causes of accidents and determine remedial measures to prevent their future occurrence.~~
- ~~(8) Maintain a suitable system of filing traffic accident reports and prepare an annual traffic report, which report shall contain the following information: the number of traffic accidents; number of persons killed; number of persons injured; and other similar pertinent traffic accident data.~~
- ~~(9) Plan the operation and movement of traffic on the streets and highways of the city.~~
- ~~(10) Establish rules and regulations governing the use of public highways by vehicles and pedestrians within the limits established by state law and Chapter 332, Vehicles and Traffic, of the Jersey City Code, including, but not to the exclusion of other regulatory powers conferred, the installation of traffic control devices, designations of through streets and stop streets, of curb parking zones and the manner of their use, including areas for the installation of parking meters, designation of public carrier stands and areas for the installation of parking meters, designation of public carrier stands and stops, curb loading zones, crosswalks, safety zones and streets at which drivers shall not make right or left turns, speed of vehicles and time of loading and unloading.~~
- ~~(11) Review all requests for street openings and public utility work plans which in any way would affect traffic within the City of Jersey City, issue street opening permits to municipal and utility excavators, establish rules and regulations governing construction and maintenance work zones on public rights-of-way and assure that such zones conform to established standards for the protection of traffic and pedestrians and review and approve all curb cuts on the municipal right-of-way.~~
- ~~(12) Cooperate with other city officials in the development of ways to improve traffic conditions.~~
- ~~(13) Carry out additional duties imposed by this Code.~~
- ~~(14) Provide by regulation for the closing of any street or portion thereof to motor vehicle traffic on any ways whenever such closing is necessary for the preservation of the public safety, health and welfare; said regulations shall be promulgated in accordance with N.J.S.A. 40:67-16.7 and 40:67-16.9.~~
- ~~(15) The Division of Traffic and Transportation shall, concurrently, with the Department of Police and the Jersey City Parking Authority, enforce all laws and regulations regulating the parking of vehicles:
  - ~~(a) In on-street and off-street parking metered areas in the City.~~
  - ~~(b) On the roadway side of any vehicle stopped or parked at the curb.~~
  - ~~(c) Within ten (10) feet of a fire hydrant.~~
  - ~~(d) Within no stopping and no standing zones where signs indicate the existence for such zones.~~
  - ~~(e) In a bus stop or in a taxi stand zone where signs indicate the existence of such zones.~~
  - ~~(f) On a roadway within twelve (12) inches of the curb.~~
  - ~~(g) In an off-street parking area operated by the Jersey City Parking Authority.~~~~

~~(16) Drawings for construction of proposed traffic facilities to be submitted to the Municipal Engineer. All design drawings prepared by other agencies, departments or divisions for the construction of proposed highways, bridges, parking terminals and other traffic handling facilities shall be submitted to the Municipal Engineer for a review and recommendation, but nothing in this section shall be construed to prevent the City Council from acting on such matter without such review or recommendation. }~~

B. The following Amendments to Chapter 3 (Administration of Government) Article IX (Department of Public Works) are hereby adopted:

**Sec. 3-66 No change**

**Sec. 3-67 Duties of Director; divisions**

The Director shall be responsible for the proper and efficient conduct of all public works functions of the city government and shall provide technical advice and service to other departments as needed. The Director shall serve as city liaison with the Jersey City Incinerator and Sewerage Authorities. Within the Department shall be the following divisions:

- A. Division of Architecture
- B. Division of Engineering, Traffic and Transportation
- C. Division of Buildings and Street Maintenance
- D. Division of Automotive Maintenance.
- E. Division of Park Maintenance.
- F. Division of Neighborhood Improvement

**Sec. 3-68 ~~Repeated~~ Division of Architecture**

A. Creation of the Division of Architecture; Director of Architecture in charge. There is hereby created within the Department of Public Works a Division of Architecture, the Director of which shall be the Chief Architect. Prior to appointment, the Chief Architect shall possess a license to practice architecture in the State of New Jersey and shall be qualified by further training and experience of five years in responsible charge of building construction.

- (1) Division of Architecture; functions. Under the direction and supervision of the Director of Public Works, the Division of Architecture shall:
  - (a) provide architectural services for the construction, reconstruction, maintenance, rehabilitation and demolition of public buildings, parks and related facilities. The Chief Architect shall produce plans and specifications under signature and seal.
  - (b) provide for the structural maintenance, repair and alteration of all public buildings and parks owned or operated by the City of Jersey City.
  - (c) establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the Division.
  - (d) supervise the performance of all contracts for public works related capital improvement projects and certify the amounts due and payable thereunder.
  - (e) provide for the preparation of plans and specifications for the construction, repair, alteration and demolition of all City building and structures.

- (f) set standards for the construction, reconstruction and maintenance of all facilities in and/or on public lands.
- (g) be responsible for grant coordination and control and preparation of all plans and specifications for public works and capital improvements.

(2) Enforce the following section of the City Code and issue summonses for violation of this section:

- (a) Chapter 134, Contractors

**Sec. 3-69 Division of Engineering, Traffic and Transportation**

A. Creation of the Division of Engineering, Traffic and Transportation; Director. There is hereby created within the Department of Public Works a Division of Engineering, Traffic and Transportation, the Director of which shall be the Municipal Engineer. Prior to appointment, the Municipal Engineer shall hold a degree in engineering from a recognized school or college of engineering and shall be qualified by further training and experience of at least ten (10) years in responsible municipal engineering. The Municipal Engineer shall also be licensed by the State of New Jersey and shall comply with N.J.S.A. 45:8-1 et seq., governing the licensing and practice of professional engineers and all other applicable laws.

B. Engineering functions.

- (1) Be responsible for grant coordination and control and preparation of all plans and specifications for public works and capital improvements, including those funded under NJDOT administered grants (undertaken by the City).
- (2) Supervise the performance of all contracts for public works and transportation related capital improvement projects and certify the amounts due and payable thereunder.
- (3) Provide and maintain surveys, maps, specifications and operating records with respect to all property, works and facilities under the jurisdiction of the Division.
- (4) Establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the division.
- (5) Provide, supervise and coordinate engineering and technical activities and services of all departments.
- (6) Perform or supervise land surveys of public land and rights-of-way and maintain the official tax assessment maps for the City.
- (7) Enforce the following sections of the City Code and issue summonses for violation of these sections:
  - (a) Article I of Chapter 287, Solid Waste.
  - (b) Chapter 340, Waterfront.
- (8) The Director of Engineering shall have the authority and duties as provided by the Jersey City Municipal Code.
- (9) The Municipal Engineer shall have plenary authority and control over transportation-related capital improvement projects and the coordination and control over NJDOT administered grants and aid for capital construction.

C. Traffic and Transportation functions.

- (1) Administer and enforce Chapter 332, Vehicles and Traffic, and such other provisions of the Jersey City Code relating to traffic, transportation and traffic engineering, except as otherwise provided by federal, state, county or local laws.

- (2) Assure that all signs conform to federal, state, county and local laws, rules and regulations governing traffic signs, marking or pavements and related markings for such purposes. All traffic control devices shall conform, insofar as practicable, with the standards set forth in the Manual of Uniform Traffic Control Devices for Streets and Highways, United States Department of Transportation, Federal Highway Administration.
- (3) Designate the location and design of highway lighting devices, poles and fixtures and the type and intensity of illumination for streets and ways.
- (4) Collect and compile traffic data and prepare engineering studies and surveys in regard to vehicular and pedestrian traffic.
- (5) Establish parking meter zones and determine the design, type, size, location and use of parking meters.
- (6) Make and promulgate regulations designating curbside loading zones, taxi stands and bus stops pursuant to N.J.S.A. 39:4-197(3)b.
- (7) Conduct studies of the causes of accidents and determine remedial measures to prevent their future occurrence.
- (8) Maintain a suitable system of filing traffic accident reports and prepare an annual traffic report, which report shall contain the following information: the number of traffic accidents; number of persons killed; number of persons injured; and other similar pertinent traffic accident data.
- (9) Plan the operation and movement of traffic on the streets and highways of the city.
- (10) Establish rules and regulations governing the use of public highways by vehicles and pedestrians within the limits established by state law and Chapter 332, Vehicles and Traffic, of the Jersey City Code, including, but not to the exclusion of other regulatory powers conferred, the installation of traffic control devices, designations of through streets and stop streets, of curbside parking zones and the manner of their use, including areas for the installation of parking meters, designation of public carrier stands and areas for the installation of parking meters, designation of public carrier stands and stops, curbside loading zones, crosswalks, safety zones and streets at which drivers shall not make right or left turns, speed of vehicles and time of loading and unloading.
- (11) Review all requests for street openings and public utility work plans which in any way would affect traffic within the City of Jersey City, issue street opening permits to municipal and utility excavators, establish rules and regulations governing construction and maintenance work zones on public rights-of-way and assure that such zones conform to established standards for the protection of traffic and pedestrians and review and approve all curbside cuts on the municipal right-of-way.
- (12) Cooperate with other city officials in the development of ways to improve traffic conditions.
- (13) Carry out additional duties imposed by this Code.
- (14) Provide by regulation for the closing of any street or portion thereof to motor vehicle traffic on any ways whenever such closing is necessary for the preservation of the public safety, health and welfare; said regulations shall be promulgated in accordance with N.J.S.A. 40:67-16.7 and 40:67-16.9.
- (15) The Division of Traffic and Transportation shall, concurrently, with the Department of Police and the Jersey City Parking Authority, enforce all laws and regulations regulating the parking of vehicles:
  - (a) In on-street and off-street parking metered areas in the City.

- (b) On the roadway side of any vehicle stopped or parked at the curb.
- (c) Within ten (10) feet of a fire hydrant.
- (d) Within no stopping and no standing zones where signs indicate the existence for such zones.
- (e) In a bus stop or in a taxi stand zone where signs indicate the existence of such zones.
- (f) On a roadway within twelve (12) inches of the curb.
- (g) In an off-street parking area operated by the Jersey City Parking Authority.

(16) Drawings for construction of proposed traffic facilities to be submitted to the Municipal Engineer. All design drawings prepared by other agencies, departments or divisions for the construction of proposed highways, bridges, parking terminals and other traffic handling facilities shall be submitted to the Municipal Engineer for a review and recommendation, but nothing in this section shall be construed to prevent the City Council from acting on such matter without such review or recommendation.

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

D. 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.

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

F. 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*.

APPROVED: \_\_\_\_\_



Business Administrator

APPROVED AS TO LEGAL FORM



Corporation Counsel

Certification Required

Not Required

CITY OF  
**JERSEY CITY**  
Department of Public Works

JERRAMIAH HEALY  
Mayor  
RODNEY W. HADLEY  
Director



575 Route 440  
Jersey City, NJ 07305  
(201) 547-4400  
Fax: (201) 547-5264

Mr. Peter Brennan, Council President  
City of Jersey City  
280 Grove Street  
Jersey City, NJ 07302

May 19, 2010

**Re: Architecture and Engineering/ Traffic Transfer to DPW**

Dear Council President,

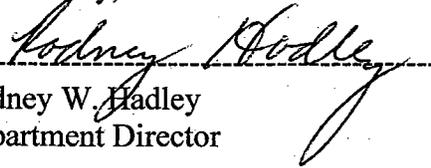
As per the Honorable Mayor Jerramiah T. Healy and the Administration during a meeting about a week ago, it was recommended that the Divisions of Architecture and Engineering / Traffic be transferred over to the Department of Public Works. In the past, both of these divisions were under the jurisdiction of DPW. Kindly note, Architecture and Engineering / Traffic work very closely with DPW on a daily basis on various Architectural and Engineering projects as well as dealing with constituents issues, complaints, etc.

With the current downsizing of personnel within all of the divisions, both of these divisions will be a perfect fit to the Department of Public Works which will result in the consolidation of services and personnel. Should you need any additional justification on the above subject matter, please do not hesitate to call my office.

Cc:

John Kelly, Business Administrator  
Dominick Pandolfo, Chief of Staff  
Robert Byrne, City Clerk  
Kevin Lyons, Mayor's Office  
File

Yours Truly,

  
Rodney W. Hadley  
Department Director

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

ORDINANCE NO. Ord. 10-072  
 TITLE: 3.B, MAY 26 2010 4.B.



Ordinance amending Chapter 3 (Administration of Government)  
 Article VI (Department of Administration) and Article IX (Department  
 of Public Works) of the Jersey City Code transferring the Division of  
 Architecture and the Division of Engineering Traffic and  
 Transportation from the Department of Administration to the  
 Department of Public Works

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
<b>DONNELLY</b>	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson _____				moved, seconded by Councilperson _____				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
<b>DONNELLY</b>				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010

Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
 Robert Byrne, City Clerk

\_\_\_\_\_  
 Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 10-073

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 10-073

**TITLE: ORDINANCE APPROVING AN AMENDMENT TO A LONG TERM TAX EXEMPTION WITH JONES HALL ASSOCIATES, PURSUANT TO THE LIMITED DIVIDEND NON PROFIT HOUSING CORPORATION LAW, N.J.S.A. 55:16-1 TO 1) EXTEND THE TERM FOR UP TO 20 YEARS AND 2) INCREASE THE ANNUAL SERVICE CHARGE FROM A 6.28% TO 8%**

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

**WHEREAS**, Jones Hall Associates, LP is the owner of certain property designated as Block 1899, Lot H.4, and, more commonly known by the street address of 591 Montgomery Street on the south side of Montgomery Street, near Cornelison Avenue, Jersey City, NJ, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Amended Agreement [Property]; and

**WHEREAS**, Jones Hall Associates, LP, is a limited dividend housing partnership organized pursuant to the Limited Dividend Nonprofit Housing Corporation Law, N.J.S.A. 55:16-1 et seq., [Law]; and

**WHEREAS**, by the adoption of a Resolution on September 11, 1978, the City of Jersey City approved a 30 year tax exemption for the Property; and

**WHEREAS**, the tax exemption based upon 6.28% of annual gross revenue from the Property pursuant to the Law, became effective on October 1, 1980, upon execution of a 30 year mortgage from the New Jersey Housing Mortgage and Finance Agency [HMFA]; and

**WHEREAS**, Jones Hall Associates, LP, constructed 109 units of low income senior citizen rental housing and 18 parking spaces [Project], with a loan from the HMFA with affordability controls secured by the HMFA mortgage and a regulatory agreement with the United States Department of Housing and Urban Development [HUD]; and

**WHEREAS**, Jones Hall Associates, LP now desires to undertake a renovation and restructuring of the Project to be financed by HUD insured mortgage, further secured with affordability controls, set forth in a recorded regulatory agreement with HUD; and

**WHEREAS**, by an application dated March 5, 2010, Jones Hall Associates, LP applied to the City of Jersey City for a 20 year extension of the tax exemption, for a total term of 50 years, the maximum term permitted under the Law, based upon 6.28% of annual gross revenue; and

**WHEREAS**, the Tax Exemption Committee voted to recommend the rejection of the application to extend the exemption for 20 years to the Mayor and Council at its meeting of April 15, 2010, finding that 6.28% generated insufficient revenue to the City; and

**WHEREAS**, as the result of an amended application to extend the application for 20 years, that increased the service charge from 6.28% to 8% of annual gross revenue, the Tax Exemption Committee voted to recommend approval the tax exemption application to the Mayor and Council at its meeting on May 14, 2010; and

**WHEREAS**, there is an especially compelling need to improve and preserve existing affordable housing, particularly for low income senior citizens; and

WHEREAS, although the Limited Dividend Nonprofit Housing Corporation Law was repealed, pursuant to the enactment of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the Limited Dividend Nonprofit Housing Corporation Law, N.J.S.A. 55:16-1 et seq., was saved from repeal for any existing tax exemptions approved thereunder.

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

1. The application of Jones Hall Associates, LP, a limited partnership organized pursuant to the Limited Dividend Nonprofit Housing Corporations or Associations Law, N.J.S.A. 55:18 et seq., for approval of an amendment to the tax exemption attached hereto as Exhibit A, is hereby approved subject to the following terms and conditions:

- (a) Term: extension of up to 20 years from October 1, 2010, for a total maximum term of 50 years, provided that the Project continues to operate under the Law and is subject to a mortgage and regulatory agreement to insure low income housing affordability controls;
- (b) Service Charge: increase from 6.28% to 8% of Annual Gross Revenue, or approximately \$116,635 per year;
- (c) Project: 109 units of affordable rental housing and 18 parking spaces for low income senior citizens, with affordability controls secured by a recorded mortgage and a regulatory agreement with HUD; and
- (d) Property: Block 1899, Lot H.4 on the City's Tax map, more commonly known by the street address of 591 Montgomery Street, Jersey City, New Jersey;

2. The Mayor or Business Administrator is authorized to execute any documents appropriate or necessary to effectuate the purposes of the within ordinance including an amended tax exemption Financial Agreement, subject to such modification as the Business Administrator and Corporation Counsel deems appropriate or necessary.

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

4. 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.

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

6. 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*.

JM/he  
5/19/10

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required   
Not Required

Re: 591 Montgomery Street  
Block 1899, Lot H.4

### **PREAMBLE**

**THIS AMENDED AND RESTATED FINANCIAL AGREEMENT**, [Amended Agreement] made effective this 1<sup>st</sup> day of October, 2010, by and between **JONES HALL ASSOCIATES, L.P.** [Entity], a limited partnership organized pursuant to the Limited Dividend Nonprofit Housing Corporations or Associations Law, N.J.S.A. 55:16-1 et seq. [Limited Dividend Law] and approved by the Department of Community Affairs as an affordable housing limited dividend entity, having its principal office at 1060 Broad Street, Newark, New Jersey and the **CITY OF JERSEY CITY**, a Municipal Corporation in the County of Hudson and the State of New Jersey, [City], having its principal office at 280 Grove Street, Jersey City, New Jersey 07302.

### **RECITALS**

#### **WITNESSETH:**

**WHEREAS**, Jones Hall Associates, LP is the owner of certain property designated as Block 1899, Lot H.4, and, more commonly known by the street address of 591 Montgomery Street on the south side of Montgomery Street, near Cornelison Avenue, Jersey City, NJ, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Amended Agreement [Property]; and

**WHEREAS**, Jones Hall Associates, LP, is a limited dividend housing partnership organized pursuant to the Limited Dividend Nonprofit Housing Corporation Law, N.J.S.A. 55:16-1 et seq.; and

**WHEREAS**, by the adoption of a Resolution on September 11, 1978, the City of Jersey City approved a 30 year tax exemption for the Property; and

**WHEREAS**, the tax exemption based upon 6.28% of annual gross revenue from the Property pursuant to the Limited Dividend Non Profit Housing Corporation Law, N.J.S.A.

55:16-1 et seq., became effective on October 1, 1980, upon execution of a 30 year mortgage from the New Jersey Housing Finance Agency [HMFA]; and

**WHEREAS**, Jones Hall Associates, LP, constructed 109 units of low income senior citizen rental housing and 18 parking spaces [Project], with a loan from the HMFA with affordability controls secured by the HMFA mortgage and a regulatory agreement with the United States Housing Urban Development [HUD]; and

**WHEREAS**, Jones Hall Associates, LP now desires to undertake a renovation and restructuring of the Project to be financed by HUD insured mortgage, secured by affordability controls, set forth in the recorded regulatory agreement with HUD; and

**WHEREAS**, by an application dated March 5, 2010, Jones Hall Associates, LP applied to the City of Jersey City for a 20 year extension of the tax exemption, for a total term of 50 years, the maximum term permitted under the Limited Dividend Nonprofit Housing Corporation Law, N.J.S.A. 55:16-1 et seq., based upon 6.28% of annual gross revenue; and

**WHEREAS**, the Tax Exemption Committee voted to recommend the rejection of the application to extend the exemption for 20 years to the Mayor and Council at its meeting of April 15, 2010, finding that 6.28% was insufficient revenue to the City; and

**WHEREAS**, as the result of an amended application to extend the application for 20 years, that increased the service charge from 6.28% to 8% of annual gross revenue, the Tax Exemption Committee voted to recommend approval the tax exemption application to the Mayor and Council at its meeting on May 14, 2010; and

**WHEREAS**, there is an especially compelling need to improve and preserve existing affordable housing, particularly for low income senior citizens; and

**WHEREAS**, although the Limited Dividend Nonprofit Housing Corporation Law was repealed, pursuant to the enactment of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., the Limited Dividend Nonprofit Housing Corporation Law, N.J.S.A. 55:16-1 et seq., was saved from repeal for any existing tax exemptions approved thereunder.

**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 Amended Agreement shall be governed by the provisions of the Limited Dividend Law, N.J.S.A. 55:16-1 et seq., Executive Order of E.O. 10-001, and Ordinance \_\_\_\_\_, which authorized the execution of this Amended 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 amending the existing tax exemption.

### **Section 1.2 General Definitions**

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

- i. Agency or Authority- Department of Community Affairs, State of New Jersey.
- ii. 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, laundry, health club user fees or other services (such as lease premiums for views, fireplaces, etc.). 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, except for customary operating expenses of commercial tenants such as utilities, insurance and taxes (including payments in lieu of taxes) which shall be deducted from Gross Revenue based on the actual amount of such costs incurred.
- iii. Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context). 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 stockholder's equity,

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 reasonably required by the City or its auditors. 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.

iv. Certificate of Occupancy - 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.

v. 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 Amended Agreement, or under the Law, beyond any applicable grace or cure periods.

vi. Entity - The term "Entity" within this Amended Agreement shall mean Jones Hall Associates, L.P., which Entity was formed and qualified pursuant to Law. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law or the Long Term Tax Exemption and the transfer has been duly approved by the City.

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

viii. 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.

ix. 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 exempt from taxation.

x. 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.

xi. Law - Law shall refer to the Limited Dividend Nonprofit Housing

Corporations or Associations Law, N.J.S.A. 55:16-1 et seq.; Executive Order 10-001, and Ordinance \_\_\_\_\_ which authorized the execution of this Amended Agreement; and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and/or regulations.

xii. Project - 109 units of low income senior housing and 18 parking spaces.

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

xiv. Property - Block 1899, Lot H.4, and more commonly known by the street address of 591 Montgomery Street.

xv. 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 date on which the Project receives, or is eligible to receive any Certificate of Occupancy for any portion of the Project.

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

## **ARTICLE II - APPROVAL**

### **Section 2.1 Approval of Tax Exemption**

The City hereby restates its approval for a tax exemption for the Project, including the Property, to be maintained in accordance with the terms and conditions of this Amended Agreement and the provisions of the Law.

### **Section 2.2 Approval of Entity**

Approval is granted to the Entity whose Certificate of Formation or certificate of Good Standing is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of Law; has been reviewed and approved by the Commissioner of the Department of Community Affairs; and has been filed with, as appropriate, the Secretary of State or Office of the Hudson County Clerk.

### **Section 2.3 Improvements to be Constructed**

Entity represents that it has constructed 109 units of affordable rental housing, and

18 parking spaces on the Property, all of which is more specifically described in the Application attached hereto as Exhibit 3.

**Section 2.4 Construction Schedule**

Construction of the Project was completed in or about 1978.

**Section 2.5 Ownership, Management and Control**

The Entity represents that it is the owner of the property upon which the Project is constructed. The Entity represents that the Improvements will continue to be managed and controlled as follows:

The Entity shall manage the Improvements.

**Section 2.6 Financial Plan**

The Entity represents that the Improvements are currently subject to the Project Mortgage and it is expected that the Project Mortgage will be refinanced prior to the end of the term of the tax exemption.

**Section 2.7 Statement of Rental Schedules and Lease Terms**

The Entity represents that its good faith projections of the initial rental schedules and lease terms are set forth in Exhibit 7, attached hereto, and are in accord with the recorded Regulatory Agreement between the Entity and the U.S. Department of Housing and Urban Development [HUD].

**ARTICLE III - DURATION OF AMENDED AGREEMENT**

**Section 3.1 Term**

So long as there is compliance with the Law and this Amended Agreement, it is understood and agreed by the parties hereto that this Amended Agreement shall remain in effect for 20 years commencing October 1, 2010. Thereafter, the tax exemption shall expire and the land and improvements thereon shall be assessed and taxed according to the general law applicable to other non-exempt property in the City. The tax exemption shall only be effective only while the Project is owned by an entity formed and operating as a limited dividend entity organized under the Law, and subject to the affordability controls in the mortgage, deed or other recorded instrument and regulated by the Authority. Refinancing of the Project Mortgage shall not affect the validity of the tax exemption, provided the

Project is owned by an entity formed and operating as a limited dividend entity organized under and subject to the Law, including the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., and regulated by the Authority.

#### **ARTICLE IV - ANNUAL SERVICE CHARGE**

##### **Section 4.1 Annual Service Charge**

In consideration of the tax exemption, the Entity shall continue to make payment to the City of an Annual Service Charge equal to 8% of Annual Gross Revenue. In the event the Entity fails to timely pay the Annual Service Charge, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

##### **Section 4.2 Land Tax Credit**

If the Law requires the Entity to pay Land Taxes in addition to the service charges, then the Entity will be entitled to a land tax credit against the service charges. In order to be entitled to the credit, however, the Entity is obligated to make timely Land Tax Payments, 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 year 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 credits against the Annual Service Charge for that year. No credit will be applied against the Annual Service Charge for partial payments 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 Amended Agreement.

##### **Section 4.3 Quarterly Installments**

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, the amount unpaid shall bear the highest rate of interest permitted in the case of unpaid

taxes or tax liens on the land until paid.

**Section 4.4 Material Conditions**

It is expressly agreed and understood that the timely payments of Annual Service Charges, including adjustments thereto, and any interest thereon, are Material Conditions of this Amended Agreement.

**ARTICLE V - ANNUAL REPORTS**

**Section 5.1 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 5.2 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 this Amended Agreement shall continue 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, 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: Rental schedule of the Project, 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 Amended Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year.

B. Disclosure Statement: On the anniversary date of the execution of this Amended Agreement, if there has been a change in ownership or interest from the prior year's filing, 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.

**Section 5.3 Mortgage / Regulatory Agreement**

The terms of the mortgage of Regulatory Agreement with the United States Housing

and Urban Development [HUD] shall contain affordability controls consistent with either New Jersey or HUD regulations. Within ninety (90) days after the date the Entity closes on any successor mortgage or Amended Regulatory Agreement, the Entity shall file with the City a fully executed copy of the note and a recorded copy of the mortgage, and the Regulatory Agreement.

**Section 5.4 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 and 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.

All costs incurred by the City to conduct the audit, 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. Interest shall accrue at the same rate as for a delinquent service charge.

**ARTICLE VI- LIMITATION OF PROFITS AND RESERVES**

**Section 6.1 Limitation of Profits and Reserves**

During the period of tax exemption as provided herein, the Entity's return on investment shall be limited in accordance with the regulations and conditions imposed by the Agency pursuant to the Law or any other applicable law.

**ARTICLE VII - ASSIGNMENT AND/OR ASSUMPTION**

**Section 7.1 Prior Approval of Sale**

Any change made in the ownership of the Project and 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 Amended Agreement provided 1) the new Entity is formed and eligible to operate under the Law; 2)

the Entity is not then in default of this Amended Agreement or the Law; and 3) the Entity's obligations under this Amended Agreement is fully assumed by the new 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 7.2 Severability.**

It is an express condition of the granting of this tax exemption that during its duration, the Entity shall not, without the prior consent of the Municipal Council by Ordinance, convey, or transfer, all or part of the Project so as to sever, disconnect, or divide the Improvements from the lands which are basic to, embraced in, or underlying the exempted improvements.

**ARTICLE VIII - COMPLIANCE**

**Section 8.1 Operation**

During the term of this Amended Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Amended Agreement shall not only be terminable as provided by N.J.S.A. 55:16-1, et seq., as currently amended and supplemented, but also by a Default under this Amended Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Amended Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

**ARTICLE IX - DEFAULT**

**Section 9.1 Default**

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

**Section 9.2 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 Amended Agreement in accordance with Section 12.1.

Should the Entity be in default failure to pay any charges defined as Material Conditions in Section 4.4, 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 Amended Agreement as provided in Article X herein.

### **Section 9.3 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. and/or may declare a Default and terminate this Amended Agreement. Any default arising out of the Entity's failure to pay Land Taxes, if required, or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article IX Land Taxes or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article IX herein but shall allow the City to proceed immediately to terminate the Amended Agreement as provided in Article X herein. All of the remedies provided in this Amended Agreement to the City, and all rights and remedies granted to it by law and equity shall be cumulative and concurrent. No determination of any provision of this Amended Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, or the Annual Service Charge. 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 determination. Further, the bringing of any action for Land Taxes, or the Annual Service Charge, 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 Amended Agreement, as if the charges were taxes or municipal liens on land.

## **ARTICLE X- TERMINATION**

### **Section 10.1 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 9.2, the City may terminate this Amended Agreement upon thirty (30) days written notice to the Entity [Notice of Termination].

### **Section 10.2 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 Amended Agreement, the Entity shall provide a final accounting to the City. For purposes of rendering a final accounting the termination of the Amended Agreement shall be deemed to be the end of the fiscal year for the Entity.

### **Section 10.3 Conventional Taxes**

Upon Termination or expiration of this Amended 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 XI - DISPUTE RESOLUTION**

### **Section 11.1 Arbitration**

In the event of a breach of the within Amended 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 Law. The cost for the arbitration shall be borne equally by the parties. 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 Article IV, Section 4.4 as Material Conditions.

## **ARTICLE XII - WAIVER**

### **Section 12.1 Waiver**

Nothing contained in this Amended 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 Amended Agreement and tax exemption for violation of any of the conditions provided herein. Nothing herein shall be deemed to limit any right of recovery of any amount which the City has under law, in equity, or under any provision of this Amended Agreement.

## **ARTICLE XIII- NOTICE**

### **Section 13.1 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 13.2 Sent by City**

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

Jones Hall Associates, L.P.  
1060 Broad Street  
Newark, New Jersey  
and

Connell Foley, LLP  
Harborside Financial Center  
2510 Plaza Five  
Jersey City, New Jersey 07312-4029

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 Amended 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 13.3 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 XIV-SEVERABILITY**

**Section 14.1 Severability**

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

## ARTICLE XV - MISCELLANEOUS

### **Section 15.1 Construction**

This Amended 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 Amended Agreement to be drawn since counsel for both the Entity and the City have combined in their review and approval of same.

### **Section 15.2 Conflicts**

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

### **Section 15.3 Oral Representations**

There have been no oral representations made by either of the parties hereto which are not contained in this Amended Agreement. This Amended Agreement, the Ordinance authorizing the Amended Agreement, and the Application constitute the entire Amended 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 15.4 Entire Document**

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

### **Section 15.5 Good Faith**

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

## ARTICLE XVI - EXHIBITS

### **Section 16 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 Amended Agreement;
3. The Application with Exhibits;
4. Certificate of Formation or Good Standing.

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

**ATTEST:**

**JONES HALL ASSOCIATES, L.P.**

\_\_\_\_\_

\_\_\_\_\_

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
**CITY CLERK**

\_\_\_\_\_  
**BRIAN O'REILLY**  
**BUSINESS ADMINISTRATOR**

**APPLICATION FOR AMENDED TAX EXEMPTION  
OF  
JONES HALL ASSOCIATES, L.P.**

In compliance with Executive Order #S-02-003 of the Mayor of the City of Jersey City, the Applicant herewith submits the following information in support of its application for an Amended Tax Exemption under and pursuant to the former Limited-Dividend Nonprofit Housing Corporations or Associations Law (N.J.S.A. 55:16-1 et. seq.) and the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1, et seq.)

Applicant:	Jones Hall Associates, L.P. 1060 Broad Street Newark, New Jersey 07102
Property:	Block 1899, Lot H.4 591 Montgomery Street Jersey City, New Jersey 07302
Project:	Jones Hall Apartments 591 Montgomery Street Jersey City, New Jersey 07302
Applicant's Attorney:	James C. McCann, Esq. Connell Foley, LLP Harborside Financial Center 2510 Plaza Five Jersey City, NJ 07311-4029 (201) 521-1000

**LIST OF EXHIBITS:**

**Exhibit**

- A. Description of Property
- B. Description of Leases
- C. Annual Gross Revenue Computation
- D. Projected Statement of Property Operations
- E. Compliance with State and Local Laws Certification
- F. Certificate of Limited Partnership and Disclosure Statement for Jones Hall Associates, L.P.
- G. Proposed Amended Financial Agreement

## APPLICATION

### 1. Identification of the Property:

The land upon which the Project is located is Block 1899, Lot H.4 on the Tax Map of the City of Jersey City and is commonly known as 591 Montgomery Street, Jersey City, New Jersey (the "Property"). The Property is approximately 40,816 square feet (or  $\pm$  .94 acres). The metes and bounds description of the land where the Project is located is attached hereto as Exhibit A.

### 2. Description of & History Project:

Jones Hall Associates, L.P. (the "Applicant") currently owns the Project, which consists of an existing senior low-income apartment complex (all tenants of which are elderly and/or handicapped and all of which are low or moderate income, with the exception of one superintendent unit, which is non-income producing) having one hundred nine (109) units located in Jersey City. The building, originally constructed in 1931, and renovated in 1978, consists of a thirteen (13) story structure with fifty-six (56) studio apartments and fifty-three (53) one bedroom apartments ("Building").

By resolution dated September 11, 1978 ("Resolution"), the Municipal Council granted a tax exemption to the Applicant for the Project pursuant to the authority contained in the Limited Dividend Nonprofit Housing Corporations or Associations Law, N.J.S.A. 55:16-1 et. seq. (the "Limited Dividend Law") and the New Jersey Housing Finance Agency Law of 1967, N.J.S.A. 55:143-1 et. seq. (the "NJHFA Law"). Pursuant to the Resolution, the City and the Applicant entered into a tax abatement agreement ("Tax Abatement Agreement") for a period equal to the first mortgage on the Project in favor of the NJHFA, but not more than fifty (50) years from the date of execution of the first mortgage. Pursuant to the Tax Abatement Agreement, the annual service charge is based upon 6.28% of annual gross revenues generated by the Project. In October 2010, this Tax Abatement Agreement is scheduled to expire, with the expiration of the NJHFA mortgage.

The Applicant proposes to renovate the Project. The work to be done includes an interior renovation of the apartments, renovation of the emergency/fire/telecommunication systems, and exterior renovations.

### 3. Type of Project:

The Project shall continue to consist of one hundred nine (109) residential rental apartments (all tenants of which are elderly and/or handicapped and all of which are low and moderate income), plus one (1) superintendent unit, which is non-income producing, a community room containing an adult day care center, and a leasing office located in the Project, which will be renovated and rehabilitated by the Applicant as outlined in Section 2. One hundred (100 %) percent of these apartments will be affordable housing units based upon a Section 8 Housing Assistance Contract. The number, size, and rent for the apartments will be as follows:

Number of Apts.	Number of Bedrooms/Baths	Square Footage *	Monthly Rent **	Portion Paid By Tenant
56	Studio	350	\$1,060	\$192.75
53	1/1	560	\$1,256	\$246.85
Total 109				

\* The exact square footage and rent could vary. The numbers above represent the average square footage and rent for each type of apartment.

\*\* The rents are paid by HUD pursuant to a Housing Assistance Payments Contract, which is in effect until March 14, 2010. An application has been filed with HUD to extend the HAP contract to October 2010.

The apartments are available only to those who qualify under the relevant federal and state guidelines which are as follows: seniors must have a combined income of less than 30% of the area's median income (adjusted for family size). The ratio of annual rent to annual income for these persons must not exceed 30%. The current tenants pay an average of \$219.80 per month in rent with the balance paid by HUD. The average annual income of the current tenants is \$9,967.27. A management company specializing in administration of affordable housing properties will continue to manage the Property.

The services of an adult day care facility are available.

**4. Type of Abatement Requested:**

Refinancing for the Project will be provided by CW Capital via a HUD insured mortgage (the "HUD Insured Mortgage").

As indicated above, in September 1978, the Project received a tax exemption pursuant to the Limited Dividend Law and the NJHFA Law, which tax exemption is due to expire in October 2010, with the expiration of the NJHFA mortgage. The current annual service charge under the 1978 Tax Abatement Agreement is approximately \$91,000 (per 2008 certified financial statements).

The Applicant seeks to amend the tax exemption for the Project to extend the abatement term under and pursuant to the former Limited-Dividend Nonprofit Housing Corporations or Associations Law (N.J.S.A. 55:16-1 *et. seq.*) and the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1, *et. seq.*, based upon a 6.28% of Annual Gross Revenue formula (as set forth in the draft Amended Financial Agreement attached hereto). Based upon the Annual Gross Revenue computations and the Proposed Statement of Stabilized Property Operations set forth in Exhibits C and D, the Project will generate an estimated Annual Service Charge of \$91,560.

**5. Term of Amended Abatement:**

The term of the amended tax exemption being requested by the Applicant is 30 years from the date of the expiration (October 2010) of the tax exemption granted under the Tax Abatement Agreement or for a period commencing with the execution of the HUD Insured Mortgage and ending with the expiration of the HUD Insured Mortgage.

6. **Annual Gross Revenue and Expenses:**

The Total Estimated Annual Gross Revenue for the project is \$1,457,959.00, as more particularly set forth on Exhibit C and the Projected Statement of Operating Expenses are \$1,213,860.00, as more particularly set forth on Exhibit D.

7. **Renovation Schedule:**

The renovation of the Project is scheduled to commence in approximately November 2010 and will be completed within approximately twelve (12) months. This renovation schedule is subject to modification based upon the time required to obtain the necessary governmental approvals, permits and financing from those local, state and federal governmental agencies involved in the Project.

8. **Real Estate Tax Assessments:**

The Property is currently subject to a Tax Abatement Agreement, effective as of 1978, which is due to expire at the end of the term of the existing mortgage (October 2010). The current annual service charge under the terms of the Tax Abatement Agreement is approximately \$91,000 (2008).

9. **Real Estate Tax Information:**

The Property is currently subject to a \$91,000 annual service charge as set forth in the Tax Abatement Agreement, which expires at the end of the term of the existing mortgage (October 2010). The Applicant is seeking an amended tax exemption to extend the term of abatement, with an estimated annual service charge in the amount of \$91,560.

10. **Status of Municipal Taxes and Other Charges.**

The Applicant is the owner of the Property and Project. All real estate taxes, annual service charges, and other assessments against the Property will be paid in full prior to the execution of an Amended Financial Agreement .

11. **Estimated Jobs to be Created:**

It is projected that the Project will generate approximately twenty (20) full time equivalent construction jobs during the term of renovation. In addition, the Project will continue to employ three (3) direct full time permanent employees that are currently employed by the Project. This Project will not cause any loss or displacement of current employment opportunities. The Applicant agrees to execute a Project Employment Agreement simultaneously with the execution of a financial agreement.

12. **Compliance with State and Local Law:**

The Project meets the requirements of the laws of the State of New Jersey and the City of Jersey City to qualify for a tax abatement. See Certification as to Compliance with State and Local Laws attached hereto as Exhibit E.

13. **Certificate of Formation & Disclosure Statement:**

The Applicant is limited partnership formed in accordance with the requirements of the applicable laws of the State of New Jersey.

Attached hereto as part of Exhibit F is a copy of the Certificate of Limited Partnership of the Applicant.

A Disclosure Statement listing the names and address of the partners of the Applicant is attached hereto as part of Exhibit F.

14. **Form of Financial Agreement:**

Attached hereto as Exhibit G is a proposed Amended Financial Agreement between the City of Jersey City and the Applicant.

15. **Affordable Housing Contribution:**

No affordable housing contribution is required pursuant to §304-28 of the Jersey City Code. This Application is for a Project which contains affordable housing units that are in excess of 15% of the overall number of units. Therefore, the Project is exempt from the affordable housing contribution requirements.

16. **Fee:**

Since the Application concerns a Project which provides housing for seniors of low or moderate income, no application fee is required.

17. Certification of Accuracy and Due Diligence:

THE APPLICANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE, INFORMATION AND BELIEF THAT ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE AND THAT IT HAS MADE A DILIGENT INQUIRY TO CONFIRM THE ACCURACY OF ALL SUCH INFORMATION.

Jones Hall Associates, L.P.

By:  \_\_\_\_\_  
Name:

## EXHIBIT A

## EXHIBIT A

### Jones Hall Associates, L.P.

### Description of the Property

Address: 591 Montgomery Street, Jersey City, New Jersey

Block 1899, Lot H.4: A metes and bounds description is attached hereto.

DESCRIPTION

Beginning at a point being the intersection of the Southerly sideline of Montgomery Street, and 80 foot ROW, and the Westerly sideline of Cornelison Avenue, a 60 foot ROW, and running thence;

1. Along the Westerly sideline of Cornelison Avenue South 29 degrees 46 minutes 40 seconds West a distance of 233.601 feet to a point, thence;
2. Striking a new line across the Land of Jersey City Medical Center, North 60 degrees 13 minutes 20 seconds West a distance of 75.008 feet to a point, thence;
3. Striking a new line across Jersey City Medical Center North 29 degrees 46 minutes 40 seconds East a distance of 69.759 feet to a point, thence;
4. Striking a new line across Jersey City Medical Center North 67 degrees 58 minutes 45 seconds West a distance of 175.402 feet to a point, thence;
5. Striking a new line across Jersey City Medical Center North 22 degrees 17 minutes 31 seconds East a distance of 118.652 to a point, thence;
6. Along the southerly sideline of Montgomery Street south 75 degrees 2 minutes 00 seconds east a distance of 273.345 feet to the point and place of beginning.

NOTE: For information purposes only : Known and designated as Lot H.04 in Block 1899 on the current tax map of the City of Jersey City, Hudson County, New Jersey.

## EXHIBIT B

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## EXHIBIT B

### Jones Hall Associates, L.P. DESCRIPTION OF RESIDENTIAL LEASES GOOD FAITH ESTIMATE OF INITIAL RENTS

1. Name of Tenant: Various
2. Term of Lease: Initial term of lease not less than 1 year.
3. Number of Apartments:

Number of Apts.	Number of Bedrooms/Baths	Square Footage *	Monthly Rent **	Portion Paid By Tenant
56	Studio	350	\$1,060	\$192.75
53	1/1	560	\$1,256	\$246.85
Total 109				

\* The exact square footage and rent could vary. The numbers above represent the average square footage and rent for each type of apartment.

\*\* The rents are paid by HUD pursuant to a Housing Assistance Payments Contract, which is in effect until March 14, 2010. An application has been filed with HUD to extend the HAP contract to October 2010.

5. Premium paid directly by Tenant Annually
  - a. Fire & other insurance NONE
  - b. Real Estate Taxes of Assessments on in project NONE
  - c. Operating and maintenance expenses paid by tenant NONE
6. Special Features: LAUNDRY  
COMMUNITY ROOM

## EXHIBIT C

## EXHIBIT C

### Jones Hall Associates, L.P.

#### Total Annual Gross Revenue Computation

<u>Affordable Apartments:</u>	<u>Units</u>		<u>Per*</u> <u>Month</u>	<u>Total per</u> <u>Month</u>	<u>Total</u> <u>Annually</u>
Studio	56	@	\$1,060	\$59,360	\$712,320
One Bedroom	53	@	<u>\$1,256</u>	<u>\$66,568</u>	<u>\$798,816</u>
Sub Total			\$2,316	\$125,928	\$1,511,136
Total Rental Income:			\$1,511,136		
Less					
Vacancy	@	5%	\$ 75,557		
Total rental income after vacancy adjustment:					\$1,435,579
<u>Other Income:</u>			<u>Annual</u>		
Day Care Rent			\$20,400		
Vacancy	@	5%	<u>(\$ 1,020)</u>		
Laundry			\$ 3,000		
Total Other Income					<u>\$22,380</u>
<b>Total Annual Gross Revenue</b>					<b><u>\$1,457,959</u></b>

**EXHIBIT D**

## EXHIBIT D

### Jones Hall Associates, L.P.

#### PROJECTED STATEMENT OF STABILIZED PROPERTY OPERATION

##### RENTAL INCOME:

	<u>Annual Income</u>
Rental Income	\$1,511,136
Less Vacancy Loss @ 5%	<u>\$ 75,557</u>
<b>Total Rental Income</b>	<b>\$1,435,579</b>

##### OTHER INCOME:

Day Care Rent	\$20,400
Vacancy Loss @ 5%	(\$ 1,020)
Laundry	<u>\$ 3,000</u>
<b>Total Other Income</b>	<b>\$22,380</b>

<b>Total Income</b>	<b>\$1,457,959</b>
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##### OPERATING EXPENSES:

I. Admin.	\$ 81,400
II. Salaries	\$245,000
III. Maint. & Repairs	\$ 93,000
IV. Maint. Contracts	\$219,000
V. Utilities (electric, gas, water, sewer)	\$310,000
VI. <b>Annual Service Charge</b> (6.28% of Annual Gross Revenue)	<b>\$ 91,560</b>
VII. Management Fee	\$ 68,900
VIII. Insurance	\$ 45,000
IX. Reserve for Repair & Replacement	\$ 60,000

<b>Total Operating Expenses:</b>	<b>\$1,213,860</b>
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**EXHIBIT E**

**EXHIBIT E**

**Jones Hall Associates, L.P.**

**COMPLIANCE WITH STATE AND LOCAL LAWS**

Certification

The Applicant being the developer of the Project hereby certifies that;

1. The Project meets the requirements of the laws of the State of New Jersey for consideration for a tax exemption because it is low and moderate income housing project and it is located within the Urban Enterprise Zone of Jersey City.

The foregoing statements made by me on this 4<sup>th</sup> day of March 2010 are true to the best of my knowledge and after it has made diligent inquiry to confirm the accuracy of all information.

JONES HALL ASSOCIATES, L.P.

By:  \_\_\_\_\_  
Name:

**EXHIBIT F**

**EXHIBIT F**

**Jones Hall Associates, L.P.  
Certificate of Limited Partnership for Jones Hall Associates, L.P.  
and Disclosure Statement**

NAME OF ENTITY: Jones Hall Associates, L.P.

PRINCIPAL OFFICE: 1060 Broad Street  
Newark, New Jersey 07102

NAME OF REGISTERED AGENT: Essex Plaza Management II, LLC

ADDRESS: 1060 Broad Street  
Newark, New Jersey 07102

I CERTIFY THAT THE FOLLOWING LIST REPRESENTS THE PARTNERS OWNING A 10% OR GREATER INTEREST IN THE ABOVE ENTITY.

NAME	PERCENT OWNED
Marion Engel	14.777%
Sydney Engel	14.777%
Alfe Limited JHA Co., LLC	14.777%
JHA Investment Company, LLC	50.6670%

Jones Hall Associates, L.P.

By:   
Name: \_\_\_\_\_

OCT 30 1978

PARTNERSHIP AGREEMENT

NICHOLAS V. CAPUTO  
ESSEX COUNTY CLERK

THIS AGREEMENT made and entered into as of September 26, 1978, between SYDNEY ENGEL, STANLEY SEDRANSK, AL FEUERSTEIN, and MARION ENGEL.

WHEREAS, the parties are desirous of forming, subject to the terms and conditions hereinafter set forth, a limited partnership for the purpose of carrying on business activities herein described.

FILED  
MAR 22 2006  
STATE TREASURER

NOW, THEREFORE, in consideration of mutual promises and the parties hereto and of other good and valuable consideration, the receipt of which is hereby acknowledged, and the respective undertakings hereinbelow set forth, the parties hereto agree as follows:

1. FORMATION AND NAME OF LIMITED PARTNERSHIP. The undersigned do hereby form a limited partnership (hereinafter referred to as "Limited Partnership") under the name of JONES HALL ASSOCIATES pursuant to the laws of the State of New Jersey.

2. PURPOSE OF PARTNERSHIP. The business of the Partnership shall be to purchase land for rehabilitation of apartments at Jones Hall, Montgomery Street, Jersey City, Hudson County New Jersey, and to develop, construct, lease, and operate said apartments.

3. TERM. The Partnership shall commence on the date hereof and shall continue until December 31, 2020, unless sooner

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terminated as hereinafter provided.

4. PRINCIPAL OFFICE. The principal office of the Partnership shall be at Suite 1307, 60 Park Place, Newark, New Jersey.

5. GENERAL AND LIMITED PARTNERS. The general partners of the Limited Partnership shall be Sydney Engel, Stanley Sedransk, Al Feuerstein, and Marion Engel. The limited partners of the Limited Partnership shall be Sydney Engel, Stanley Sedransk, Al Feuerstein, and Marion Engel. Sydney Engel shall have twenty-five (25%) percent of the voting power of the general partners. Stanley Sedransk shall have twenty-five (25%) percent of the voting power of the general partners. Al Feuerstein shall have twenty-five (25%) percent of the voting power of the general partners. Marion Engel shall have twenty-five (25%) percent of the voting power of the general partners.

6. CAPITAL CONTRIBUTIONS. The capital contributions of the partners shall be as follows:

	<u>Type of Partner</u>	<u>Amount</u>
Sydney Engel	General	\$ .50
Stanley Sedransk	General	.50
Al Feuerstein	General	.50
Marion Engel	General	.50
Sydney Engel	Limited	24.25
Stanley Sedransk	Limited	24.25
Al Feuerstein	Limited	24.25
Marion Engel	Limited	24.25

The estimated original capital of the Partnership shall be \$100.00.

(a) If the general partners believe that addi-

tional funds are necessary for the carrying on of the Partnership affairs, they shall have the right, in their sole discretion, to borrow in the Partnership's name, the amount which they deem necessary. In the event the general partners believe that additional equity capital need be advanced, the limited partners shall be notified by the general partners and the general partners in their discretion, may advance such sum or sums as may be required. Any money so advanced or caused to be advanced or borrowed shall be repaid before any contributions are repaid to any partners.

7. MANAGEMENT. A majority of the Partnership interest shall agree on all major decisions, including without limitation, possible syndication of the project, management of the project, and the letting of a construction contract.

8. PROFITS AND LOSSES. The profits and losses of the Partnership shall be shared among the partners in proportion to their percentages of interest as set forth hereinafter in Paragraph 9 hereinbelow, provided, however, that the limited partners shall not be liable for losses of the Partnership in excess of the amount of their share of the amount of Partnership capital.

9. PARTNERSHIP PERCENTAGES. The percentages of the partners shall be as follows:

(a)	Sydney Engel	General	.50%
(b)	Stanley Sedransk	General	.50%
(c)	Al Feuerstein	General	.50%
(d)	Marion Engel	General	.50%

(e)	Sydney Engel	General	24.25%
(f)	Stanley Sedransk	General	24.25%
(g)	Al Feuerstein	General	24.25%
(h)	Marion Engel	General	24.25%

10. PARTNERSHIP DISTRIBUTION. The net cash profits of the Partnership as defined hereinafter shall be distributed among the partners in proportion to their percentages of interest as set forth hereinabove in Paragraph 9, at such time or times as the general partners may determine, but at least as often as quarterly. No distribution shall be made to the partners until all indebtedness of the Partnership to the general partners or the limited partners is fully paid.

(a) The net cash profits of the Partnership are hereby defined to mean the net taxable income reportable for federal income tax purposes by the Partnership, increased by the amount of depreciation deductions taken in reporting such net taxable income and by any non-taxable income received by the Partnership, and decreased by payments upon the principal of any mortgage upon the assets of the Partnership or by payments of other Partnership liabilities not reflected in the foregoing and by such reasonable reserves as shall be established by the Partnership for anticipated expenditures.

11. DUTIES AND AUTHORITY OF GENERAL PARTNERS. The general partners shall provide for the operation of the Partnership business and shall devote such of their time as shall be necessary for the affairs of the Partnership business. The general partners shall be authorized to negotiate, enter into and

execute leases on behalf of the Partnership, to borrow monies for or on behalf of the Partnership, to enter into contracts for purchase, development, construction, refinancing, recasting, or extension or the mortgages affecting the Partnership property, and to execute extensions, renewals, modifications thereof, and, generally, to execute any and all instruments and do any and all acts incidental to or necessary to carry out the intentions and purposes for which the Partnership has been formed. The authority of the general partners herein is specifically extended to the execution of any and all documents, including without limitation, mortgage and all other agreements with federal, state, or municipal agencies or subdivisions thereof, or any non-profit housing agency.

This Partnership is authorized to execute mortgage notes and mortgages and other documents required by the New Jersey Housing Finance Agency ("NJHFA"), in order to secure construction and permanent financing for the project. All said documents will be reviewed by the general and limited partners. Upon execution, all said documents shall be binding upon the Partnership and all of the partners, whether they become partners before or after the execution thereof, and shall remain binding upon the Partnership and the partners so long as the property described therein is encumbered by a mortgage to the NJHFA. Any incoming partner shall and does, as a condition of receiving an interest in the Partnership property, agree to be bound by the

provisions of all said documents required in connection with the loan to the same extent and on the same terms as the other partners. Anything elsewhere to the contrary notwithstanding, in the event that any provision of this Limited Partnership Agreement in any way tends to contradict, modify, or in any way change the terms of any or all of the above-mentioned documents, the terms of said documents shall prevail. The provisions of this Paragraph giving preference to said documents will automatically become void at such time as the mortgage loan upon the project is no longer held by NJHFA, its successors, or assigns.

It is acknowledged by the parties that the signatures of the general partners shall be the only signatures required to fully bind the Partnership in any and all matters relating to development, construction, supervision, or management of the project or any business of the Partnership.

12. ASSIGNABILITY OF PARTNERSHIP INTEREST.

(a) General Partner. The interest of a general partner shall not be assignable without the consent of the limited partners. In the event a general partner assigns all or part of his interest, pursuant to the consent of the limited partners, a portion of his interest may be converted to limited partnership interest.

(b) Limited Partner. The interest of a limited partner shall not be assignable without the consent of the partners. In the event a limited partner assigns all or part of his interest, pursuant to the consent of the general partners, a portion of his interest may be converted to a general partnership interest.

(c) New Partnership Agreement. In the event the limited and/or general partners assign their Partnership interest and, in the further event a new Partnership Agreement is enacted embodying the entire agreement of the partners, said Agreement and a Certificate of Limited Partnership, executed, pursuant thereto, shall supersede this Agreement in all respect.

(d) Additional General Partners. In the event of an assignment of a limited partnership and/or general partnership interest, whereby a general partner retains the status of general partner, the Partnership may continue to process any mortgages, management agreements, or other documents in the name of the Partnership with the general partner herein named as general partner notwithstanding that, as a result of the said assignment, there is more than one (1) general partner.

(e) Further Compliance. Each of the partners hereby agrees to execute any and all further amendments to this Limited Partnership Agreement as may be required, pursuant to the regulations set forth by NJHFA. This Agreement shall be considered automatically modified to the extent that same be determined by NJHFA to be inconsistent with any regulation of NJHFA.

The limited partners do hereby appoint the general partners, their true and lawful attorneys-in-fact for them, in their name, or on their behalf, to sign, certify under oath, and acknowledge any and every such amendment and to execute whatever further instruments may be requisite to effect.

the substitution of the limited partners. Unless named in this Agreement, or assigned a partnership interest, pursuant to this Paragraph, no person shall be considered a partner, and any other persons having business with the Partnership need deal only with the partners so named or so admitted. They shall not be required to deal with any person by reason of the death of a partner, except as otherwise provided in this Agreement. In the absence or substitution of a limited partner for an assigning or deceased limited partner, any payment to a partner or to his executors or administrators, or other representatives (in the event of an insolvent or bankrupt limited partner), shall acquit the Partnership of all liability to any other persons who may be interested in such payment by reason of an assignment by the partner or by reason of his death.

By consent of the limited partners, the Partnership may admit additional limited partners on such terms and conditions as agreed upon.

13. TERMINATION AND DISSOLUTION OF PARTNERSHIP. The Partnership shall be dissolved upon the occurrence of any of the following events:

(a) The expiration of the term as provided in Paragraph 3 hereinabove.

(b) The adjudication of bankruptcy of any two (2) of the general partners.

(c) The Partnership shall continue despite retirement of a general partner in the event a majority in interest of

the Limited Partnership agree on a substituted general partner. In the event of the death, incapacity, or insanity of a general partner, the remaining general partner or partners shall continue the business of the Partnership and the existence of the Partnership shall not be affected.

14. CONSTRUCTION. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

15. LEASES AND AGREEMENTS. All leases and other agreements executed by the Partnership or by any authorized agent of the Partnership shall be valid and in full force and effect for the entire term thereof notwithstanding the dissolution or termination of the Partnership prior to the expiration of the term of such lease or other agreements.

16. NOTICES. All notices provided for herein shall be in writing and transmitted by registered or certified mail, return receipt request. The address of Sydney Engle, Stanley Sedransk, Al Feuerstein, and Marion Engel is 181 South Franklin Avenue, Valley Stream, New York 11582. Any substituted partner shall be responsible for notifying the Partnership of his correct address. Time periods shall commence on the date of mailing of a notice.

17. JOINT VENTURE. Notwithstanding anything herein to the contrary, all the partners shall equally contribute amounts reasonably needed for operation of the Partnership. The parties shall also reimburse each other for certified costs advance prior to the date hereof.

18. PARAGRAPH TITLES. The titles of the various paragraphs in this Agreement are intended to facilitate reference to the Agreement and shall not be employed in construction of any provision of the Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

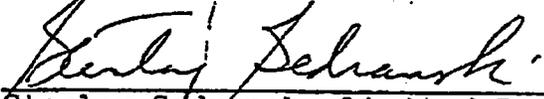
  
\_\_\_\_\_  
Sydney Engel, General Partner

  
\_\_\_\_\_  
Stanley Sedransk, General Partner

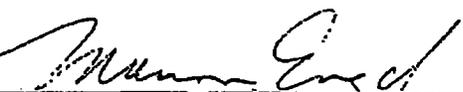
  
\_\_\_\_\_  
Al Feuerstein, General Partner

  
\_\_\_\_\_  
Marion Engel, General Partner

  
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Sydney Engel, Limited Partner

  
\_\_\_\_\_  
Stanley Sedransk, Limited Partner

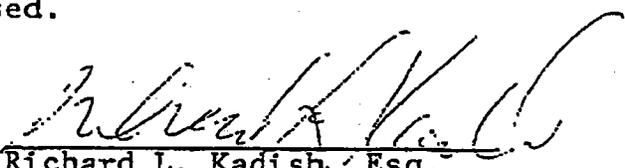
  
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Al Feuerstein, Limited Partner

  
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Marion Engel, Limited Partner

STATE OF NEW JERSEY

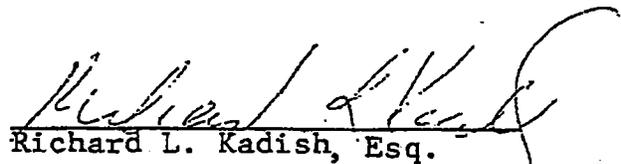
COUNTY OF MERCER

BE IT REMEMBERED that on the 26th day of September, 1978 before me personally appeared Stanley Sedransk who I am satisfied is one of the persons named in and who executed the foregoing instrument and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

  
Richard L. Kadish, Esq.

STATE OF NEW JERSEY)  
COUNTY OF MERCER )

BE IT REMEMBERED that on the 26th day of September, 1978 before me personally appeared Al Feuerstein who I am satisfied is one of the persons named in and who executed the foregoing instrument and I having first made known to him the contents thereof, he did acknowledge that he signed, sealed, and delivered the same as his voluntary act and deed for the uses and purposes therein expressed.

  
Richard L. Kadish, Esq.

Prepared by: Richard L. Kadish, Esq.

Return & Record to: Richard L. Kadish, Esq.  
Suite 1307  
60 Park Place  
Newark, New Jersey 07102

# Essex County Clerk's Office



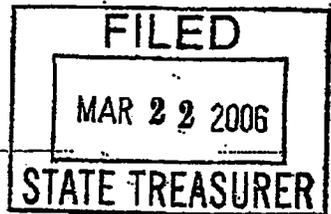
State of New Jersey, }  
County of Essex. } ss.

I, PATRICK J. McNALLY, Clerk of the

*County of Essex in the State of New Jersey,*

**Do hereby Certify** that the foregoing is a true and correct copy  
of the Certificate of Limited Partnership Agreement of JONES HALL ASSOCIATES

AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT



Amended and restated agreement made as of the <sup>22<sup>nd</sup></sup> day of April, 1979 by and among ~~SYDNEY ENGEL, STANLEY SEDRANSK, ALBERT FEUERSTEIN, MARION ENGEL and HENRY H. NITZBERG~~ as general partners (hereinafter sometimes referred to as the "General Partners") and the persons who by their signatures on Exhibit A hereto have become parties to this Agreement as Limited Partners (hereinafter sometimes referred to as the "Limited Partners") (the General Partners and Limited Partners are hereinafter sometimes referred to individually as "Partner" and collectively as "Partners").

A. The General Partners formed a Limited Partnership pursuant to the Uniform Limited Partnership Act of New Jersey and executed an Agreement dated September 26, 1978 to confirm the formation of the Partnership.

B. The General Partners and the Limited Partners desire to amend the said agreement in certain respects including the admission of additional partners and have determined to amend and restate the said agreement in its entirety:

NOW THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1

LIMITED PARTNERSHIP

The parties hereto hereby confirm the formation of a limited partnership (sometimes hereinafter referred to as the "Partnership"), pursuant to the Uniform Limited Partnership Act of the State of New Jersey. The name of the Partnership is Jones Hull Associates and its principal office is at 181 S. Franklin, Valley Stream, New York, or such other place as the General Partners may designate upon 10 days' written notice to the Limited Partners.

ARTICLE 2

PURPOSE

The sole purpose of this Partnership is to acquire the

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real estate more fully described in Schedule A and to rehabilitate the thirteen story apartment building located thereon ("Project") in accordance with the Plans and Specifications approved by the New Jersey Housing Finance Agency ("NJHFA") and financed in part by a loan from NJHFA which shall be secured by a Mortgage on the Partnership Property ("Mortgage"). (such real property and improvements to be constructed are hereinafter referred to collectively as the "Partnership Property"), and to operate, manage and otherwise deal with the Partnership Property, and take any and all action as may be necessary, advisable or convenient to the foregoing activities and in accordance with the Limited Dividend Non-Profit Housing Corporation or Association Law, NJSA 55:16-1 et seq. and the New Jersey Housing Finance Agency Law of 1967, NJSA 55:14J-1 et seq.

### ARTICLE 3

#### CAPITAL CONTRIBUTIONS

3.1 General Partners. The General Partners have contributed the sum of \$500.00:

3.2 Limited Partners. Upon the execution of this Agreement and the filing for record of an amended limited partnership certificate, the persons then making contributions to the capital of the Partnership and agreeing to be bound by the terms of this Agreement as so amended shall be admitted as Limited Partners of the Partnership. The Limited Partners shall contribute up to an aggregate amount of Nine Hundred and Ninety Thousand Dollars (\$990,000), in installments, divided into 15 units ("Units"). Each Limited Partner who purchases a Unit will make his contribution of \$66,000 per Unit as follows:

- 3.2(1) \$15,000 upon execution of this Agreement;
- 3.2(2) \$14,700 on or before January 15, 1980 or upon 50% completion of the Project, as hereinafter defined, whichever is later;
- 3.2(3) \$12,700 on or before January 15, 1981;
- 3.2(4) \$12,300 on or before January 15, 1982;
- 3.2(5) \$11,300 on or before January 15, 1983.

The deferred payments of a Limited Partner's cash capital contributions shall be evidenced by serial, promissory notes which shall bear interest at the rate of 8 1/2% per annum ("Notes"). For the purposes of this Agreement, 50% completion of the Project shall have the same meaning as in the Construction Contract dated September 26, 1978 between the Partnership and Louis Engel & Co., Inc. At the sole discretion of the General Partners, the Notes eviden-

cing the deferred installments of capital contributions required of each Limited Partner under the provisions of this Agreement may be required to be secured by the collateral assignment by each Limited Partner of his Partnership Interest to the Partnership and by the execution and delivery of a security agreement in recordable form. The provisions of this Paragraph shall have no effect on any rights or remedies that the Partnership, the General Partners or the remaining Limited Partners may have, under the provisions of this Agreement or under any applicable law, and in addition to any such rights or remedies including, without limitation, those set forth in this Article.

3.2(6) In the event less than \$990,000 is contributed to the capital by the Limited Partners, the percentage interests attributable to such lesser amount (initially, 6.33% for each \$66,000 contributed) shall be allocated equally among the Developer General Partners as Limited Partnership interests.

3.3 (1) If (i) the precondition of the first installment, shall not have occurred by January 1, 1980, or, (ii) after such precondition has occurred, (a) there shall be a construction stoppage on the Property which shall continue for a period of one (1) year, or (b) the Partnership shall be in default under its Mortgage such that the NJHFA has instituted foreclosure proceedings, or (c) the Partnership is in default under the Housing Assistance Program Contract, or (d) the Partnership is in violation of the NJHFA regulations governing the Project, or (e) the General Partners shall be in default under their obligations under this Agreement, and such defaults or violations as described in 3.3(1)(ii) have continued for a period of 90 days, the obligation to make further installments shall be suspended and the General Partners shall, at the option of any Limited Partner giving notice thereof within fifteen (15) days thereafter, repurchase the Partnership Interest of such Limited Partner as hereinafter provided.

Any repurchase shall be made by the General Partners within 90 days after receipt of each Limited Partner's election to sell, and the purchase price for each interest shall be an amount in cash, without interest, equal to the sum of the installments of the capital contribution theretofore paid by said Limited Partner, less the aggregate amount of cash distributions theretofore distributed to such Limited Partner pursuant to Article 6 of this Agreement. Upon the receipt of such payment, the interest in the Partnership of the selling Limited Partner shall terminate and such Limited Partner shall not have any obligation to pay further installments of his capital contributions.

3.4 If any Limited Partner (the "Defaulting Partner") shall fail to pay any of the Notes referred to in this Article 3 (or any note issued in replacement thereof), when due in accordance with its terms, all remaining unpaid Notes of such Defaulting Partner shall become immediately due and payable, and the Partnership shall have a lien on the interest in the Partnership of the Defaulting Partner to secure the obligation of the Defaulting Partner to repay such sums.

3.4(1) If the Defaulting Partner shall fail to pay any sums due and owing to the Partnership pursuant to Paragraph 3.3 hereof, the Partnership may, in addition to any other right it may have to proceed against the Defaulting Partner, offer and sell at public or private sale to any person, the interest of the Defaulting Partner at a price equal to its then book value; provided, however, that the purchaser of such interest shall agree to assume the obligations of the Defaulting Partner with respect to the payment of all unpaid promissory notes issued to the Partnership by the Defaulting Partner.

3.4(2) If the interest of the Defaulting Partner shall be sold at private sale, the Partnership shall give the Defaulting Partner at least thirty (30) days' written notice prior to the closing of the sale, which notice shall set forth the closing date of the sale and the other terms thereof. If the interest of the Defaulting Partner in the Partnership shall be sold at public sale, the Partnership shall give the Defaulting Partner not less than thirty (30) days prior notice in writing of such proposed sale. Such notice shall set forth the date, time and place of such sale and the terms thereof. Any Partner of the Partnership shall have the right to purchase the interest in the Partnership of the Defaulting Partner at such private or public sale. The Defaulting Partner shall execute and deliver such deeds, assignments and instruments as may be reasonably required to convey and transfer the interest of the Defaulting Partner in the Partnership and hereby constitutes the Developer General Partners and each of them, as his true and lawful attorney-in-fact to execute such deeds, assignments and instruments. The proceeds of the sale shall be applied first to the cost thereof (including reasonable attorneys' fees), then to the balance of any unpaid promissory notes and accrued interest thereon, and any excess shall be paid to the Defaulting Partner. If such proceeds shall be less than the aggregate amount of unpaid promissory notes and accrued interest thereon, the Defaulting Partner upon written notice shall pay such deficiency to the Partnership within seven (7) days after such sale.

3.5 The Limited Partners shall not be required to make any payments to the Partnership, or to any of its creditors, in money or in property, as loans, capital, or otherwise, except the cash capital contributions referred to above.

## ARTICLE 4

### CAPITAL ACCOUNTS

4.1 An individual capital account shall be maintained for each Partner. The capital account of each Limited Partner shall be his Capital Contribution, increased by his share of net profits and decreased by his share of net losses, and decreased by any distributions of cash flow which he receives. The capital account of each General Partner shall be \$100., increased by his share of net profits and decreased by his share of net losses, and decreased by any distributions of Cash Flow which he receives.

4.2 The Cash Capital Contributions of the Limited Partners shall be their Capital Contributions, reduced by any distributions of Cash Flow.

4.3 Loans by any Partner shall not be treated as capital contributions and shall not affect such Partner's capital account.

## ARTICLE 5

### PROFITS AND LOSSES

For purposes hereof, net profits and net losses shall be divided into two categories, as follows:

5.1 (1) Ordinary net profits or net losses shall be the difference of (a) gross income of the Partnership, except items referred to in 5.1(2) below, less (b) all deductible costs and expenses of the Partnership (including, for example, depreciation, but excluding principal payments upon Partnership borrowings), except items referred to in 5.1(2) below, in each instance as finally determined for Federal income tax purposes. If such difference shall be greater than zero, it shall be known as an ordinary net profit, and if such difference shall be less than zero, the amount by which it is less than zero shall be known as ordinary net loss.

5.1 (2) Special net profits or net losses shall be all gross income derived from the sale, condemnation or involuntary conversion of any of the Partnership assets (other than incidental sales in the ordinary course of business, such as miscellaneous equipment, fixtures, etc.), less all deductible costs and expenses

of the Partnership incurred in connection with such gross income. If such difference shall be greater than zero, it shall be known as a special net profit, and if such difference shall be less than zero, the amount by which it is less than zero shall be known as a special net loss.

5.2 (1) For income tax and accounting purposes, Ordinary net profits and Ordinary net losses of the Partnership for each calendar year shall be allocated as follows:

(a) Until the Limited Partners have received Cash Flow equal to their Cash Capital Contributions, the Ordinary Net Profits and Losses shall be allocated 5% to the General Partners and 95% to the Limited Partners.

(b) After the Limited Partners have received Cash Flow equal to their Cash Capital Contributions, Ordinary Net Profits and Losses shall be allocated 50% to the General Partners, and 50% to the Limited Partners.

5.2 (2) Special net profits of the Partnership for all purposes shall be allocated in the following order of priority:

(a) To the Limited Partners, until the total of the capital accounts of all the Limited Partners is equal to the Limited Partners Cash Capital Contributions and if the Limited Partners Cash Capital Contribution is zero, until the capital accounts of the Limited Partners is zero.

(b) To the General Partners until the capital accounts of all the General Partners is \$500.

(c) The remainder, if any, shall be allocated 50% to the General Partners and 50% to the Limited Partners.

5.2 (3) Special net losses of the Partnership shall be allocated entirely to the Limited Partners until the total of the capital account of the Limited Partners has been reduced to zero, and any balance of special net losses shall be allocated to the General Partners.

5.3 All allocations hereunder among a class of Partners shall be made among them in proportion to their respective capital contributions.

ARTICLE 6

CASH FLOW

6.1 (1) The term "Ordinary Cash Flow" shall mean the cash funds available to the Partnership at any time other than Special Cash Flow, as defined in paragraph 6.2 of this Article 6, reduced by such amount as the General Partners, in their sole discretion, determine to be necessary as a reasonable reserve for future needs, and amounts payable for operating and maintenance expenses (not including distributions to Limited Partners), debt service and management fees provided for in Article 9 hereof.

6.1 (2) The Ordinary Cash Flow for each calendar year shall be distributed in the same manner as ordinary net profits are allocated as set forth in Paragraph 5.2(1), except that one-half of such Ordinary Cash Flow shall repay Operating Advances, as hereinafter defined.

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6.2 (1) The term "Special Cash Flow" shall mean all funds received by the Partnership from events referred to in paragraph 5.1(2), capital contributions and the proceeds of mortgage loans (except to the extent such funds are used or are to be used to pay off existing mortgages or liens, or are expended or are to be expended for additions to or repair or restoration of the Partnership Property), reduced by any costs and expenses incurred in connection with the receipt of such funds.

6.2 (2) Special Cash Flow shall be distributed in the following order of priority:

(a) To repay any Construction Advances, as hereinafter defined and Operating Advances, if any.

(b) Each Limited Partner shall receive an amount equal to his capital account. If the funds available for distribution are less than the aggregate amount of the Limited Partners' capital accounts, then to each Limited Partner in proportion to his respective capital account.

(c) Each General Partner shall receive an amount equal to his capital account.

(d) Each Limited Partner shall receive an amount equal to his Cash Capital Contribution.

(e) The remainder, if any, shall be distributed 50% to the General Partners and 50% to the Limited Partners.

(f) For purposes of this subparagraph 6.2(2), a partners' capital account under subparagraph (b) and (c) shall be determined after taking into consideration any special net profit realized as a result of the receipt of Special Cash Flow.

6.3 The term Cash Flow when used in this Agreement shall include both ordinary Cash Flow and Special Cash Flow. All allocations and distributions hereunder among the Partners shall be made among them in proportion to their respective capital contributions,

## ARTICLE 7

### BANK ACCOUNTS

7.1 Banking. All funds of the Partnership shall be deposited in such bank or banks as may from time to time be selected by the General Partners in such account or accounts, and under such designation, as the General Partners may determine in accordance with sound accounting and banking practices.

7.2 Endorsement. Items for deposit, collection or dis- count belonging to the Partnership shall be deposited in the afore- said accounts. Endorsement for deposit may be made by any person or persons authorized to sign checks as specified below, any such endorsement may be made in writing or by a stamp, with or without designation of the person so endorsing, or by a bank stamp endorse- ment.

7.3 Signatures. Checks, drafts or other withdrawal or- ders for the payment of money out of the Partnership bank accounts shall be signed by the General Partner or by such person or per- sons as the General Partner shall, from time to time, authorize in writing to sign checks, drafts or orders upon such account, and any bank in which such an account is maintained is hereby author- ized to honor instruments signed in accordance with this para- graph, regardless of the payee named in such check, draft or with- drawal order.

ARTICLE 8

BOOKS AND RECORDS

The Partnership shall maintain full and accurate books at 181 S. Franklin Ave., Valley Stream, New York, or such other place as shall be designated for such purposes by the General Partners, and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each fiscal year. The General Partners agree to deliver to the Limited Partners, within 60 days of the close of each fiscal year of the Partnership, a certified balance sheet and profit and loss statement, together with a statement showing the capital accounts of each Partner, the distributions to each Partner, and the amount thereof reportable for federal tax purposes and for any state or local tax purposes.

ARTICLE 9

MANAGEMENT, RIGHTS, DUTIES AND OBLIGATIONS OF PARTNERS

9.1 General Partners: The General Partners shall have full charge of the management, conduct and operation of the Partnership business in all respects and in all matters, and shall have the following rights, duties and obligations:

9.1(1) The Partnership has borrowed the funds ("Construction Loan") to construct the Partnership Property from New Jersey Housing Finance Agency ("NJHFA"). Sydney Engel, Marion Engel, Albert Feuerstein and Stanley Sedransk (hereinafter "Developer General Partners") jointly and severally agree to complete the construction of the Partnership Property substantially in accordance with the Plans and Specifications submitted to NJHFA (the "Construction"). The Developer General Partners shall lend to the Partnership such amounts ("Construction Advances") in excess of the total of (i) the proceeds of the Construction Loan, (ii) the capital contributions of the Limited Partners, (iii) interest from Limited Partners Notes and (iv) cash flow from operations as may be necessary to pay all Costs of Construction as hereinafter defined. Construction Advances shall be repaid without interest in accordance with Paragraphs 6.2(2) Costs of Construction shall include the cost of the land, construction costs as set forth in the Construction Contract between Louis Engel & Co., Inc. and the Partnership dated September 26, 1978 including the cost of change

orders approved by NJHFA, approved change orders, all costs of formation of the Partnership, including those relating to the sale of Limited Partnership interests, legal fees, accounting fees and interest on the Construction Loan.

9.1(2) The Developer General Partners or such individual or entity as they shall designate shall devote such time to the Partnership as shall be necessary to conduct the Partnership business in an efficient manner. The Developer General Partners (or their designee) shall, in addition to other fees, be entitled to: (i) an amount equal to 6% of rental income as a management fee which fee shall include the bookkeeping services referred to in Article 7 above (but shall not include the cost of preparation of annual reports to Partners and tax returns); (ii) an incentive management fee of \$100,000., payable at the rate of \$20,000. per annum commencing in 1979; (iii) a rent-up fee equal to \$88,500; (iv) a fee for guaranteeing certain negative cash flow requirements equal to \$44,200; (v) an annual administrative fee of \$6,000; and (vi) a Developers Fee of \$633,500. In the event that at any time prior to January 1, 1983, the receipts from the operation of the Partnership Property, the proceeds of the Construction Loan capital contributions of the Limited Partners do not produce sufficient cash to pay all expenses of the Partnership, including all required payments on the Mortgage, the General Partners shall lend to the Partnership such amounts as may be necessary to pay all such expenses ("Operating Advances"); and, provided he is then a General Partner, Henry H. Nitzberg shall lend to the Partnership the first \$20,000 of such Operating Advances. Moreover, in accordance with the Mortgage dated September 26, 1978 in favor of the NJHFA, the General Partners will establish a special account into which they will pay \$88,500 of which \$44,250 will be contributed in cash, by Henry H. Nitzberg and \$44,250 will be contributed in cash by the Developer General Partners to pay operating deficiencies including mortgage payments, certain capital improvements and other items described in the Mortgage. In addition, in the event he is still a General Partner, Henry H. Nitzberg shall be required to satisfy 20% of the Operating Advances and contribute the first \$20,000 of any such Operating Advances. Notwithstanding the foregoing, the General Partners shall have no obligation to make any Operating Advances after January 1, 1983 or prior thereto if the amount owed to them by the Partnership for Operating Advances at the time they are required to lend additional funds for Operating Advances equals \$250,000 or more. Operating Advances shall be repaid without interest in accordance with Paragraph 6.1(2).

9.1(3) The right to deal in any Partnership assets, whether real estate or personalty, including, without limitation but subject to Paragraph 9.3 hereof, the right to sell,

assign, exchange or convey title to, and grant options for the sale of all or any portion of the Partnership Property, including any mortgage or leasehold interest or other realty or personalty which may be acquired by the Partnership; hold title to the Partnership Property in his own name or any other party the General Partner may designate, as the nominee of this Partnership; lease, or sublease, as the case may be, all or any portion of the Partnership Property without limit as to the term thereof, whether or not such term (including renewals and extensions thereof) extends beyond the date of the termination of the Partnership; borrow money and as security therefor encumber all or any part of the Partnership Property (and in connection therewith to authorize the holder of the note a bond evidencing such debt to confess judgment for damages and/or possession in the event of default); obtain records of trust placed on the Partnership Property, or repay them in whole or in part; increase, modify, consolidate or extend any mortgage or mortgages or deed of trust or deeds of trust on the Partnership Property; and invest any surplus or reserve funds of the Partnership.

9.1(4) Employ from time to time persons, firms, or corporations for the construction, operation and management of the Partnership Property, including, without limitation, general contractor, rental agents, accountants and attorneys on such terms and for such compensation as the General Partners shall determine, notwithstanding the General Partners or members of his family or corporations in which he has an interest, may have a financial interest in such firms or corporations.

9.1(5) Execute, acknowledge and deliver any and all instruments to effectuate the foregoing, including, without limitation, deeds, assignments, mortgages, bills of sale, leases and other contracts.

9.1(6) Possess, without limitation, all of the powers and rights of General Partners in a partnership formed under the Limited Partnership Act of the State of New Jersey.

9.1(7) The General Partners shall in no event be liable to the Limited Partners for any act or omission performed or omitted by him in pursuance of the authority granted to him by this Agreement, except in case of fraud or embezzlement.

9.2 Limited Partners: Except to the extent provided in Paragraph 9.3 hereof, the Limited Partners shall take no part in, or interfere in any manner with, the management, conduct or control of the Partnership business or the sale, leasing or refinancing of the Partnership Property and shall have no right or authority to act for or bind the Partnership.

9.3 Sale of the Partnership Property. If the General Partners wish to sell the Partnership Property, they shall give written notice (the "Notice") of such desire to each Limited Partner setting forth all of the relevant terms upon which he desires to sell the Partnership Property including, the purchase price, time of settlement, terms of deferred payments, if any, condition of title and other relevant terms ("Terms"). On the 15th day following the date of the Notice, the General Partners shall give a second written notice to each Limited Partner containing the same information set forth in the Notice. If Limited Partners who have contributed in the aggregate 51% or more of the capital contributions of all the Limited Partners ("Majority of the Limited Partners") give written notice of their approval of such sale within 30 days after the date of the Notice, the General Partners shall be authorized to sell the Partnership Property on the Terms. A failure to respond to the Notice by the Majority of the Limited Partners shall be deemed to be approval of such sale on the Terms. If a Majority of the Limited Partners give written notice of their disapproval of such sale within 30 days after the date of the Notice, then:

9.3(1) If the amount which would have been distributed to the Limited Partners as a result of the sale on the Terms is less than the sum of the Limited Partners' capital contributions decreased by any amounts already distributed to them pursuant to Paragraph 6.2, and the General Partners are owed less than \$250,000 for Operating Advances, the General Partners shall not be authorized to sell the Partnership Property on the Terms.

9.3(2) If (i) the amount which would have been distributed to the Limited Partners as a result of the sale on the Terms is equal to or exceeds the sum of the Limited Partners' capital contributions decreased by any amounts already distributed to them pursuant to Paragraph 6.2, or (ii) the General Partners are owed \$250,000 or more for Operating Advances, then, for a period of 90 days commencing 30 days after the date of the Notice the General Partners shall be authorized to sell the Partnership Property on the Terms unless, within the said 30 day period after the date of the Notice one or more of the Limited Partners has agreed in writing to purchase or acquire the interests of the General Partners and become or cause a designee to become a General Partner hereunder. The purchase price for the General Partners' interest shall be equal to the amount which would have been distributable to them if the Partnership Property had been sold on the Terms; provided that any such amount shall include the repayment of Construction Advances and/or Operating Advances that would have been paid if the Terms had been approved, as well as an amount equal to their capital accounts, determined by including their allocable share hereunder of the anticipated profits from a sale made pursuant to the Terms, as determined by the Partnership's regularly employed certified

public accountant, it being the intention hereunder that the General Partners receive the same amount they would have received if the Terms had been accepted. (In computing such anticipated profit, the accountant shall include as an expense—item usual and reasonable settlement costs, including, without limitation, recording expenses, transfer taxes, adjustments with the buyer, and any pre-payment penalties that would have been required by the holder of any mortgage on the Partnership Property prior to his satisfaction thereof.) Settlement on the sale of the General Partners' interests shall be held on or before the settlement date proposed in the Notice. The Purchase price shall be paid in full in cash at such settlement, unless the Notice provided for a portion of the purchase price to be deferred. In such latter event, the same portion of the purchase price for the General Partners' interests shall be deferred and shall remain as a debt of the purchasing Partners to the General Partners, which debt shall be repayable upon the same terms and conditions as the terms of the deferred compensation contained in the Notice, including, without limitation, the terms of the obligation, rate of interest and dates of payments of principal and interest. If more than one Limited Partner shall desire to purchase the interests of the General Partners, such purchasing Partners may acquire such portions of the interests being sold as they may agree among themselves or, in the absence of an agreement, in proportion to their capital contributions.

9.3(3) In the event that the General Partners are authorized to sell the Partnership Property by reason of Paragraph 9.3(2)(ii) then, notwithstanding the provisions of subparagraphs (a) and (b) of Paragraph 6.2(2) the net proceeds realized from the sale of the Partnership Property shall be distributed until the General Partners have received an amount equal to the sum of the then outstanding Operating Advances and Construction Advances and the Limited Partners have received an amount equal to the excess of the cash capital contributions of the Limited Partners over distributions previously made to the Limited Partners pursuant to Paragraph 6. If the amount to be distributed is insufficient to permit the distribution in full pursuant to the preceding sentence, the amount to be distributed shall be distributed in the same proportions as if the amount to be distributed were sufficient to permit the distribution in full pursuant to the preceding sentence. All amounts to be distributed in excess of those distributable pursuant to the first sentence of this subparagraph 9.3(3) shall be distributed pursuant to Paragraph 6.2.

9.4 Notwithstanding the foregoing, Limited Partners who contributed an aggregate of 25% of the Cash Capital Contributions may present to the General Partners a bona fide proposal for the sale of the Project. Upon receipt of such proposal, the General Partners shall within 60 days present such proposal to all the Limited

Partners. Upon the consent of the Limited partners who contributed 60% of the Cash Capital Contributions and subject to receipt of an opinion from counsel to the Partnership that such sale will not adversely affect the standing of the Partnership or any Limited Partner under the New Jersey Limited Partnership Act, the General Partners shall attempt to sell the project upon the terms set forth in the proposal.

#### ARTICLE 10

##### ASSIGNMENT OF GENERAL PARTNER'S INTEREST

No General Partner shall assign, pledge, encumber, sell or otherwise dispose of all or any portion of his interest as a Partner in the Partnership, except as provided in this Agreement.

#### ARTICLE 11

##### ASSIGNMENT OF LIMITED PARTNER'S INTEREST

11.1(1) Conditions of Assignment. No Limited Partner shall assign, pledge, encumber, sell or otherwise dispose of (all such transactions are hereinafter included in references to the sale of a Partnership Interest) all or any portion of his interest as a Limited Partner in the Partnership except as provided in this Article. No original Limited Partner who purchased his interest in Pennsylvania shall sell his interest in the Partnership prior to the expiration of one year from the date he acquired such interest. No Limited Partner shall sell his interest if such sale would result in the termination of the Partnership for Federal Income Tax purposes. If a Limited Partner shall desire to dispose of his interest in the Partnership, and such sale is not otherwise prohibited by the preceding provisions of this Paragraph, he must first offer his interest to the General Partners, in writing, which offer shall state all of the relevant terms, including the terms of payment. Thereupon, the General Partners shall have the right to acquire all, but not less than all, of the interest being offered to him. Such offer may be accepted only by written notice to the offering Limited Partner, postmarked not later than midnight on the thirtieth day from the date on which the offer has been submitted by such Limited Partner. In the event the General Partners fail or refuse to purchase the offering Limited Partner's interest, such Limited Partner shall have the right to sell all (but not less than all) of his interest to any person or group of persons for a period of 90 days commencing at the expiration of the 30 day period referred to above; provided, that the Limited Partner may not sell or otherwise dispose of his interest upon any terms more favorable to the prospective purchaser

than the terms previously offered the General Partners, including, without limitation thereto, the aggregate amount of deferred payments (if any), the interest rate on any deferred payment, the length of time over which any deferred payment may be made, and the time within which the purchaser may settle; provided further, that the General Partners consent to the sale to such person or group of persons (which consent shall not be unreasonably withheld), and; provided further, that the remaining conditions of this Article 11 are met.

11.1(2). Notwithstanding anything in this paragraph 11.1 to the contrary, no consent of the General Partners shall be necessary to admit the assignee or transferee of a Limited Partner as a substituted Limited Partner, provided that such assignee or transferee (whether by operation of law or otherwise) is a member of the immediate family of such Limited Partner or, in the case of a corporate Limited Partner, if such assignee or transferee is the majority stockholder thereof. For the purposes of this subparagraph, a "member of the immediate family" shall mean a spouse, parent or descendant, or trust for any of such parties.

11.2 Obligations of Assignee. Each and every assignee shall be bound by the terms of this Agreement and any amendments or modifications hereto and shall have only the rights expressly conferred herein, and each and every assignee shall deliver to the General Partners a signed, written statement acknowledging the foregoing. Notwithstanding anything herein to the contrary, before any sale of a Partnership interest to an assignee shall be valid, the assignee shall (whether or not he is a party hereto):

11.2(1) Deliver to the General Partners a statement acknowledging that the transferee has read the provisions of this Agreement and intends to be legally bound by all the terms and conditions of this Agreement and any amendments or modifications hereto; and

11.2(2) Pay all reasonable expenses in connection with the provisions of this Article 11 as they apply to such transfer, including, but not limited to, any transfer or other taxes by reason of such transfer and the cost of the preparation, filing and publishing of any amendment to the Certificate of Limited Partnership and Fictitious Name applications necessary or desirable in connection therewith; and

11.2(3) Execute, acknowledge and deliver to the Partnership, such instruments, in form and substance satisfactory to the General Partners and as the General Partners shall deem necessary or desirable in order to effectuate the admission of such transferee to the Partnership as a Substitute Partner, and to comply

with all applicable requirements of law, including federal and state securities laws.

11.3 Securities Restrictions. Notwithstanding anything herein to the contrary, no Limited Partner shall assign or transfer his limited partnership interest, or any portion thereof, or any interest therein, in the absence of either an effective registration statement covering such interest under the Securities Act of 1933, as amended, or, at the election of the General Partners, (i) an opinion of counsel satisfactory to the General Partners and counsel for the Partnership that such registration is not required, or (ii) a "no action" letter to the same effect from the Securities and Exchange Commission. Moreover, Limited Partners who purchased their interests in the Partnership in Pennsylvania shall not sell their interests for a period of 12 months from the date of purchase.

## ARTICLE 12

### TERMINATION

12.1 Inability of General Partner to Serve. In the event of the death, bankruptcy or adjudication of insanity or incompetency (all of such events are hereinafter included in references to the death of the General Partner) of a General Partner, the Partnership shall terminate. The Partners agree however that a new Partnership will immediately be formed on all of the same terms and conditions of the Partnership except that the partnership interest of such General Partner shall pass to his personal representative and/or legatees or heirs and shall thereafter be considered a limited partnership interest with the same rights and liabilities and on all the same terms and conditions as a Limited Partner (excepting that the successor to such interest shall continue to be personally liable for liabilities which accrued prior to the date of death of the General Partner and shall be entitled to the allocations of profit and loss and Cash Flow allocable to such General Partner).

12.2 Other Termination. The Partnership shall also be terminated at the earliest of

12.2(1) sale or disposition of all the Partnership Property

12.2(2) December 31, 2020, or

12.2(3) the death of the survivor of the last remaining General Partner.

12.2(4) Upon termination of the Partnership, the General Partner or his personal representative under this Paragraph 12.2 shall wind up and liquidate the business of the Partnership by selling the Partnership's assets (if termination is pursuant to (b) or (c) above Paragraph 9(3) shall not apply) and distribute the net proceeds therefrom, after the payment of the Partnership's liabilities, in accordance with Article 13 hereof.

## ARTICLE 13

### DISTRIBUTIONS ON LIQUIDATION

13.1 Distributions. On liquidation, the Partnership assets shall be distributed in payment of the liabilities of the Partnership in the following order:

13.1(1) To the payment of the debts and liabilities of the Partnership and the expenses of liquidation, including a sales commission to the selling agent, if any.

13.1(2) To the setting up of any reserves which the General Partners or their personal representative deems reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership or of the General Partner arising out of or in connection with the Partnership. At the expiration of such period as the General Partners or their representative shall deem advisable, the balance thereof, if any, shall be distributed in the manner provided in this Article, and in the order named. Such reserves shall not be unreasonable and shall be in accordance with acceptable accounting and business standards.

13.2 Minimization of Loss. A reasonable time, as determined by the General Partner or his representative, as the case may be, shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner or his representative to minimize any losses attendant upon liquidation.

13.3 Return of Contributions. Notwithstanding anything herein to the contrary, the General Partners shall not be personally liable for the return of the Capital contributions, if any, of the Limited Partners, or any portion thereof, or of the monetary value thereof; it is expressly understood that any such return shall be made solely from Partnership assets. Without limitation of the foregoing, neither the General Partners nor any Limited Partner shall be required to pay to the Partnership or any other Partner any deficit in the General Partner's or Limited Partner's capital account upon dissolution or otherwise. The Limited Partners shall not have the right to demand or receive any property other than cash in connection with termination and liquidation of the Partnership.

ARTICLE 14

APPLICATION OF SECTION 743 OF THE INTERNAL REVENUE CODE

Upon the written request of a transferee of a limited partnership interest, the Partnership will file an election under Section 754 of the Internal Revenue Code so that the basis of its assets shall be adjusted upon the assignment of any interest in accordance with the provisions of Section 743 of the Internal Revenue Code. Accordingly, depreciation deductions resulting from such adjustments shall be allocated to an assignee in accordance with Section 743 of the Internal Revenue Code. However, such election and adjustment shall not affect in any way the computations for purposes of Articles 5 hereof.

ARTICLE 15

INDEMNIFICATION

The partnership shall indemnify and hold harmless the General Partner from and against any loss, expense, damage or injury suffered or sustained by him by reason of any acts, omissions or alleged acts or omissions arising out of his activities on behalf of the Partnership, or in furtherance of the interests of the Partnership, including but not limited to any judgment, award, settlement, reasonable attorney's fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim provided that the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were in good faith and were not performed or omitted in a fraudulent or grossly negligent manner.

ARTICLE 16

AGREEMENT IN COUNTERPARTS

This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

ARTICLE 17

NOTICES

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the Limited Partners at the addresses set forth herein below their signatures, or to such place as each Limited Partner may direct in the aforesaid manner. Notices to the Partnership or to the General Partner shall be sent to the principal office of the General Partner.

ARTICLE 18

GOVERNING LAW

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the laws of the State of New Jersey:

ARTICLE 19

PARTIES BOUND

This Agreement shall be binding upon all the parties and their respective assigns, successors in interest, personal representatives, estates, heirs and legatees.

ARTICLE 20

INTERPRETATION

When the context in which words are used in this Agreement indicates that such is the intent, words in the singular number shall include the plural and the plural shall include the singular. Words in the masculine gender shall include the feminine and neuter genders.

ARTICLE 21

VALIDITY

In the event that any provision of this Agreement shall be held to be invalid, such invalidity shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

ARTICLE 22

CAPTIONS

Any article or paragraph titles or captions contained in this Agreement are for convenience only and shall not be deemed to amplify, modify or give full notice of the provisions thereof.

ARTICLE 23

POWER OF ATTORNEY

23.1 Grant of Power. Each Limited Partner constitutes and appoints the General Partners and each of them, with full power of substitution, his true and lawful attorney, in his name, place and stead, to make, execute, acknowledge and file one or more:

23.1(1) Certificates of Limited Partnership, fictitious name registrations, and any certificate or other instrument which may be required to be filed by the Partnership or new Partnership under the laws of the Commonwealth of Pennsylvania, or the applicable laws of any other jurisdiction or jurisdictions in which it may be deemed necessary or desirable, and any and all amendments or modifications of such certificates or instruments which may, from time to time, be required by reason of the operation of the provisions of this Agreement; and

23.1(2) All documents which may be required to effectuate the dissolution and termination of the Partnership, and to effectuate the creation of any successor thereto, as hereinabove provided and permitted;

it being expressly understood and intended by each of the Limited Partners that the grant of the foregoing Power of Attorney is coupled with an interest. The foregoing Power of Attorney shall survive the delivery of an assignment by any of the Limited Partners of the whole or any portion of his limited partnership interest, except that where an assignee of such limited partnership interest has been approved by the General Partner as a substituted Limited Partner, and such substituted Limited Partner executes a similar Power of Attorney, then the foregoing Power of Attorney of the assignor Limited Partner shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any and all instruments necessary to effectuate such substitution.

23.2 Further Agreement. Each Limited Partner acknowledges and agrees that, contemporaneously with the execution hereof, he has executed a separate Power of Attorney in favor of the General Partner granting the powers referred to in 23.1(1) and 23.1(2) above, and has also executed a Certificate of Limited Partnership or Amended Certificate of Limited Partnership containing a power of attorney substantially similar to the one granted in this Article 23. It is agreed that such power of attorney in said Certificate of Limited Partnership and such separate Power of Attorney are supplementary to and in confirmation of the one granted herein and not in derogation thereof.

#### ARTICLE 24

##### AMENDMENT

This Agreement is subject to amendment only with the unanimous consent of all the Partners, General and Limited, and such amendment shall be effective as of such date as may be determined by them.

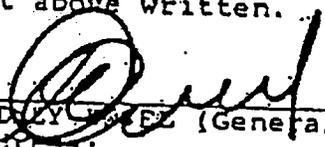
#### ARTICLE 25

##### ENTIRE AGREEMENT

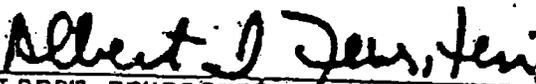
This Agreement contains the entire understanding between the General Partners and the Limited Partners and supersedes any prior written or oral agreements among them respecting the within subject matter. There are no representations, agreements, arrangements or

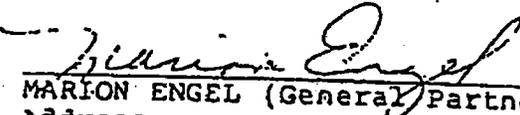
understandings, oral or written, between and among the Partners hereto relating to the subject matter of this Agreement which are not fully expressed herein.

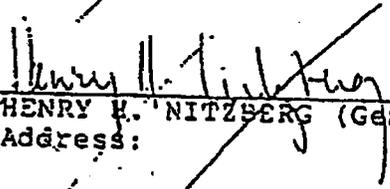
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

  
SYDNEY ENGEL (General Partner) (L.S.)  
Address:

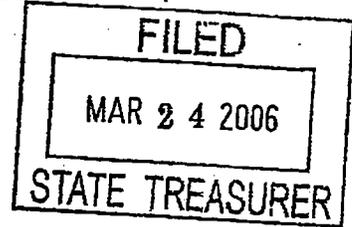
  
STANLEY EDRANSK (General Partner) (L.S.)  
Address:

  
ALBERT FEUERSTEIN (General Partner) (L.S.)  
Address:

  
MARION ENGEL (General Partner) (L.S.)  
Address:

  
HENRY H. NITZBERG (General Partner) (L.S.)  
Address:

**FIRST AMENDMENT TO AMENDED AND RESTATED  
LIMITED PARTNERSHIP AGREEMENT  
JONES HALL ASSOCIATES, L.P.**



A. Name of Limited Partnership: **JONES HALL ASSOCIATES, L.P.**

B. Date of Filing of Original Certificate: **October 30, 1978.**

C. Amendment to the Amended and Restated Limited Partnership Agreement:

1. Article One, second sentence, is deleted and the following is substituted therefor: "The principal place of business of the Partnership shall be c/o Essex Plaza Management, Attn: J. Kenneth Pagano, 1060 Broad Street, Newark, N.J. 07102."
2. The Agreement is modified by deleting Sydney Engel, Marion Engel and Albert I. Feuerstein as General Partners and substituting "Syden Jones Hall Co., LLC, a New Jersey limited liability company, c/o Louis Engel & Co., 124 Atlantic Ave., Lynbrook, N.Y. 11563; Maren Jones Hall Co., LLC, a New Jersey limited liability company, c/o Essex Plaza Management, Attn: J. Kenneth Pagano, 1060 Broad Street, Newark, N.J. 07102; and Alfe Jones Hall Co., LLC, a New Jersey limited liability company, Essex Plaza Management, Attn: J. Kenneth Pagano, 1060 Broad Street, Newark, N.J. 07102, as the General Partners of the Partnership.
3. The Agreement is modified by substituting in the place of all the limited partners of the Partnership (except the special limited partnership interest of the Estate of Stanly Sedransk, deceased) JHA Investment Company, LLC, a Maine limited liability company, as the Limited Partner.

D. This amendment shall take effect upon filing of the certificate of amendment in the office of the Secretary of State of New Jersey.

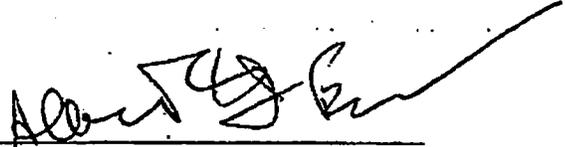
IN WITNESS WHEREOF, this First Amendment to the Amended and Restated Limited Partnership Agreement of Jones Hall Associates, L.P., has been duly executed by the general partners and by the other general partners designated in this certificate as the new general partners, pursuant to N.J.S.A. 42:2A-19.b.

GENERAL PARTNERS

\_\_\_\_\_  
SYDNEY ENGEL

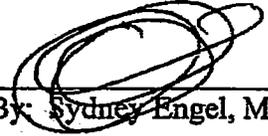
\_\_\_\_\_  
MARION ENGEL

51446649  
J 21 x 1921

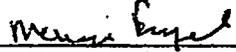
  
\_\_\_\_\_  
ALBERT I. FEUERSTEIN

NEW GENERAL PARTNERS

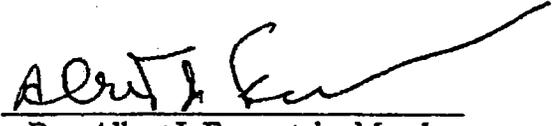
SYDEN JONES HALL CO., LLC,  
a New Jersey limited liability company

  
\_\_\_\_\_  
By: Sydney Engel, Member

MAREN JONES HALL CO., LLC,  
A New Jersey limited liability company

  
\_\_\_\_\_  
By: Marion Engel, Member

ALFE JONES HALL CO., LLC,  
A New Jersey limited liability company

  
\_\_\_\_\_  
By: Albert I. Feuerstein, Member

STATE OF NEW Jersey :  
: SS.:  
COUNTY OF Essex :

I CERTIFY that on June 20, 2005, Sydney Engel personally came before me and acknowledged under oath, to my satisfaction, that he signed the within instrument and thereupon he acknowledged that he executed the foregoing instrument for the purposes therein contained.

NEREIDA NIEVES  
Notary Public  
My Commission Expires Feb, 2007  
Sworn on this date Nereida Nieves  
Notary Public

STATE OF NEW Jersey :  
: SS.:  
COUNT OF Essex :

I CERTIFY that on June 20, 2005, Sydney Engel personally came before me and acknowledged under oath, to my satisfaction, that she is a Member of Syden Jones Hall Co., LLC, (the "Corporation") and that he signed, sealed and delivered this document as their act and deed on behalf of the Corporation.

NEREIDA NIEVES  
Notary Public  
My Commission Expires Feb, 2007  
Sworn on this date Nereida Nieves  
Notary Public

STATE OF NEW Jersey :  
Essex : SS.:  
COUNTY OF :

I CERTIFY that on June 20, 2005, Marion Engel personally came before me and acknowledged under oath, to my satisfaction, that he signed the within instrument and thereupon he acknowledged that he executed the foregoing instrument for the purposes therein contained.

Notary Public  
My Commission Expires Feb, 2007  
Sworn on this date

Mercede Nieves  
Notary Public

STATE OF NEW Jersey :  
COUNTY OF Essex : SS.:  
:

I CERTIFY that on June 20, 2005, Marion Engel personally came before me and acknowledged under oath, to my satisfaction, that she is a Member of Maren Jones Hall Co., LLC, (the "Corporation") and that she signed, sealed and delivered this document as their act and deed on behalf of the Corporation.

NEREIDA NIEVES  
Notary Public  
My Commission Expires Feb, 2007  
Sworn on this date

Mercede Nieves  
Notary Public





State of New Jersey  
DEPARTMENT OF COMMUNITY AFFAIRS  
101 SOUTH BROAD STREET  
PO BOX 800  
TRENTON, NJ 08625-0800

RICHARD J. CODEY  
*Acting Governor*

CHARLES A. RICHMAN  
*Acting Commissioner*

**PUBLIC HOUSING AND DEVELOPMENT AUTHORITY**

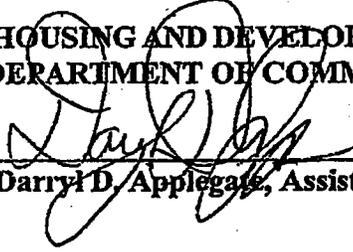
**TO: New Jersey Secretary of Treasury, Commercial Recording  
and  
Clerk of Hudson County**

**RE: Jones Hall Associates, L.P., HMFA #881**

This is to certify that the attached **FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF JONES HALL ASSOCIATES, L.P.** has been examined and approved by the Public Housing and Development Authority, pursuant to the power invested in it under N.J.S.A. 55:16-7 (Laws of 1949, Chapter 184 as amended and supplemented).

Done this 22<sup>nd</sup> day of December, 2005 at Trenton, New Jersey.

**PUBLIC HOUSING AND DEVELOPMENT AUTHORITY  
IN THE DEPARTMENT OF COMMUNITY AFFAIRS**

BY:   
Darryl D. Applegate, Assistant Administrator

s/BEV/HIS&TOI/jones hall/phda approval

## **EXHIBIT G**

**EXHIBIT G**

**Jones Hall Associates, L.P.**

**PROPOSED AMENDED FINANCIAL AGREEMENT**

**(TO BE SUPPLIED)**

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

ORDINANCE NO. Ord. 10-073  
 TITLE: 3.C. MAY 26 2010 4.C.



Ordinance approving an amendment to a long term tax exemption with Jones Hall Associates, pursuant to the Limited Dividend Non-Profit Housing Corporation Law, N.J.S.A. 55:16-1 to 1) Extend the term for up to 20 years and 2) Increase the annual service charge from a 6.28% to 8%.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010  
 Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
 Robert Byrne, City Clerk

\_\_\_\_\_  
 Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. \_\_\_\_\_ Ord. 10-074

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 10-074

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING ARTICLE V, CHAPTER 345-60 (SUPPLEMENTARY ZONING REGULATIONS) OF THE LAND DEVELOPMENT ORDINANCE (ZONING ORDINANCE) AMENDING REGULATIONS FOR WIRELESS COMMUNICATION ANTENNAS**

**WHEREAS**, pursuant to N.J.S.A. 40:55D-62, (the Municipal Land Use Law) the Municipal Council of the City of Jersey City may amend a zoning ordinance relating to the nature and extent of the uses of land and buildings and structures thereon, which regulations are commonly referred to as "zoning regulations"; and

**WHEREAS**, zoning requirements for wireless communication antennas were first adopted as part of the Land Development Ordinance in 2000; and

**WHEREAS**, since 2000, over 200 wireless communication antennas have been approved by the planning board throughout Jersey City, in all Wards, and in most zoning districts; and

**WHEREAS**, the current regulations regarding wireless communication antennas are now obsolete; and

**WHEREAS**, the Planning Board of Jersey City, at its meeting of April 27, 2010, did discuss and approve a motion recommending that the Municipal Council adopt the amendments contained herein;

**WHEREAS**, the amendments to the Land Development Ordinance are attached hereto and made a part hereof, and are available for public inspection at the Office of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the Land Development Ordinance, be and hereby is amended as per the attached document;

**BE IT FURTHER ORDAINED THAT:**

- 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 set forth fully herein. 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 Council 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 repealers of existing provisions.
- E. The City Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is further 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. 40:55D-16. 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. 40:49-2.

  
Robert D. Cotter, PP, Director  
Division of City Planning

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: 

APPROVED:   
Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

Date Submitted to B.A. \_\_\_\_\_

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING ARTICLE V, CHAPTER 345-60 (SUPPLEMENTARY ZONING REGULATIONS) OF THE LAND DEVELOPMENT ORDINANCE (ZONING ORDINANCE) AMENDING REGULATIONS FOR WIRELESS COMMUNICATION ANTENNAS**

**2. Name and Title of Person Initiating the Ordinance, etc.:**

Carl Czaplicki, Director, Department of Housing, Economic Development, and Commerce

**3. Concise Description of the Plan Proposed in the Ordinance:**

Amends zoning requirements for wireless communication antennas (cellular phone antennas).

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

The current regulations regarding wireless communication antennas are obsolete, as cellular phone technology has advanced at a rapid pace since the original adoption of regulations in 2000.

**5. Anticipated Benefits to the Community:**

Update regulations for wireless communication antennas

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence:**

Upon approval

**8. Anticipated Completion Date: N/A**

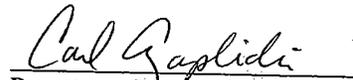
**9. Persons Responsible for Coordinating Proposed Program, Project, etc.:**

Carl Czaplicki, Director, Dept of HEDC  
Robert D. Cotter, City Planning Director  
Jeffrey Wenger, Principal Planner, Division of City Planning

**10. Additional Comments: None**

**I Certify that all the Facts Presented Herein are Accurate.**

  
Division Director

  
Department Director Signature

6 MAY 10  
Date

5/7/10  
Date

## SUMMARY STATEMENT

### ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING ARTICLE V, CHAPTER 345-60 (SUPPLEMENTARY ZONING REGULATIONS) OF THE LAND DEVELOPMENT ORDINANCE (ZONING ORDINANCE) AMENDING REGULATIONS FOR WIRELESS COMMUNICATION ANTENNAS

This Ordinance will amend Article V of the Land Development Ordinance (Zoning Ordinance) to amend Chapter 60 (supplementary zoning regulations) regarding wireless communication antennas. Since the original adoption of wireless communication antenna regulations in 2000, the Jersey City Planning Board has approved over 200 applications in all Wards of the City and in nearly all zoning districts. Cellular phone technology has advanced at a rapid pace, rendering portions of the current regulation obsolete. This amendment will remove separation distance requirements, location priorities, and other design requirements that are now obsolete.

Proposed Amendments to Article V of the Jersey City Land Development Ordinance pertaining to wireless communications Antennas.

Revised Draft Prepared: April 20, 2010

Material indicated by strikethrough ~~like this~~ is existing material that is intended to be deleted.

Material indicated by bold italic *like this* is new material that is intended to be enacted

O. Wireless Communications. Wireless Communication Antennas are permitted second principal uses on existing structures and new Wireless Telecommunication Towers are conditional uses.

1. Purpose. The overall purpose of these provisions is to provide specific zoning conditions and standards for the location and operation of antennas used for the transmission and reception of wave frequencies for the purposes of any wireless telecommunication (e.g., telephone, radio, paging and/or television communication) within the City of Jersey City, which recognize the need to safeguard the public good and preserve the intent and purposes of the Jersey City Master Plan and Zone Plan.

2. Overall Objective. The overall objective of these ordinance provisions is to enable the location within the City of Jersey City of those antennas which are necessary to provide adequate wireless communication services while, at the same time, limiting the number of supporting towers to the fewest possible and minimizing the impact of the antennas, accessory equipment, and supporting structures on residences, streetscapes, and view corridors throughout the municipality.

3. Specific Goals.

a. To encourage the location of antennas upon, or within, existing structures, including existing buildings, existing wireless communication towers, existing water towers, and existing telephone and electric towers, especially those existing structures situated in non-residential districts;

b. To encourage the configuration of telecommunication facilities in a manner that minimizes and mitigates any adverse impacts upon affected properties, streetscapes, and vistas through careful design, siting, screening, landscaping, and innovative camouflaging techniques;

c. To encourage the colocation of as many antennas as possible, of as many wireless telecommunication carriers as possible, on existing towers and other structures in ~~non-residential~~ **industrial** districts;

d. To discourage the construction of new towers which do not have the likelihood of being used by a number of wireless telecommunication carriers;

e. To minimize the total number of wireless telecommunications towers within the City of Jersey City;

f. To discourage adverse impacts on scenic corridors and historic sites and districts;

~~g. To formulate and maintain, for land use planning purposes, a complete inventory of all wireless telecommunications antennas, towers, and related facilities~~

~~within the City of Jersey City, and others in the vicinity of the City, which are capable of providing service within the municipality;~~

~~g. h.~~ To enhance the ability of the carriers of wireless communications services who adhere to the specific requirements and intent of these ordinance provisions to provide such services quickly, effectively, and efficiently; and

~~h. i.~~ To comply with the mandate of the Federal Telecommunications Act of 1996, 47 U.S.C. Section 332 (c)(7), which preserves local government authority to enforce zoning requirements which protect public safety, public and private property, and community aesthetics.

4. Exemptions of Applicability. Wireless Communications Antennas provisions shall not apply to the following:

a. These provisions shall not govern any tower, or the installation of any antenna, that is under seventy (70) feet in height and is owned and operated only by a federally licensed amateur radio station operator or is used exclusively to receive transmissions;

b. Preexisting towers or antennas shall not be required to meet the requirements of this section, except that in the case of enlargement, structural modification, or addition to any existing tower or antenna facility which shall result in an increase of ten percent (10%) or more in tower height or facility floor area, the provisions of this section shall apply; and

c. These provisions shall not govern any parabolic satellite antennas.

~~5. Overall Comprehensive Plan.~~

~~a. In order to effectuate the purposes, objectives, and goals of these provisions as noted hereinabove, any applicant to the City of Jersey City for approval to erect a wireless communication antenna, in addition to all other information required by this section, shall provide threshold evidence that the proposed location of the proposed antenna(s), and any proposed supporting tower and/or ancillary cabinets or structures enclosing related electronic equipment, has been planned to result in the fewest number of tower locations within the City of Jersey City and the least possible impact on designated scenic corridors and historic sites and districts.~~

~~b. Therefore, the applicant shall provide an overall comprehensive plan indicating how it intends to provide full service throughout the City of Jersey City and, to the greatest extent reasonably possible, shall indicate how its plan specifically relates to and is coordinated with the needs of all other providers of wireless communication services within and around the municipality.~~

~~c. More specifically, the overall comprehensive plan shall indicate the following:~~

~~i. The mapped location and written description of all existing antennas and existing and approved supporting structures within one mile of the subject site;~~

~~ii. The mapped location and written description of all existing or approved water towers and existing telephone or electric towers within one mile of the subject site;~~

~~iii. How the proposed location of the proposed antenna(s) specifically relates to the suitability or unsuitability of such existing structures to be utilized to provide the intended wireless communication;~~

~~iv. How the proposed location of the proposed antenna(s) specifically relates to the anticipated need for additional antennas and supporting structures within and near the City of Jersey City by the applicant and by other providers of wireless communication services within the City of Jersey City;~~

~~v. How the proposed location of the proposed antenna(s) specifically relates to the overall objective of providing full wireless communication services within the City of Jersey City while, at the same time, limiting the number of supporting towers to the fewest possible through the use of colocation, through the use of alternate technologies which do not require the use of towers, or through the use of existing structures; and~~

~~vi. How the proposed location of the proposed antenna(s) specifically relates to the objective of minimizing the impact of the antennas, accessory equipment, and supporting structures on residences, streetscapes, and view corridors throughout the municipality.~~

~~6. Location Priorities. Based upon the "Overall Comprehensive Plan" submitted by the applicant, hereinabove, if the City of Jersey City determines the proposed antenna(s) to be needed for the provision of full wireless communication services within the City, utilizing the fewest number of towers as reasonably possible and locating on existing structures where reasonably possible:~~

5. a. "Wireless communication antennas" shall be permitted as second principal uses on existing structures at the following prioritized locations: ***with the following exemptions:***

a. ***No wireless communication antennas shall be permitted in any Historic District.***

b. ***No wireless communication antennas shall be permitted on any new or existing billboards.***

~~i. The first priority location shall be an existing building within any Industrial district;~~

~~ii. The second priority location shall be an existing building within the WPD District;~~

~~iii. The third priority location shall be an existing building within the CBD Central Business District, provided that the proposed building shall be no less than four stories and forty five (45) feet in height as measured to the top of the parapet wall;~~

~~iv. The fourth priority location shall be colocation on an existing wireless telecommunication tower or other similar existing structure within any Industrial district;~~

~~v. The fifth priority location shall be an existing building within any Commercial district other than those previously listed, provided that the same building height restrictions as noted for the CBD shall apply;~~

~~vi. The sixth priority location shall be an existing building within either the R-3 or R-4 districts, provided that the same building height restrictions as noted for district shall apply;~~

~~vii. The seventh priority location shall be an existing building within the City's lowest density residential districts. R-1 Residential district, provided that the same building height restrictions as noted for the CBD district shall apply; and~~

6. b. New "wireless telecommunication towers" along with the antennas and equipment facilities associated with such new towers shall be permitted as conditional uses in the ***Industrial*** districts, provided that:

i. The location of a new tower within *an* the *Industrial* District shall be considered eighth in the list of priority locations; **as a last resort to locating an antenna on an existing structure.**

ii. Colocation shall be required for no less than three carriers and a letter of intent by the applicant to meet the colocation requirement shall be provided to the Planning Board; and

iii. All of the separation distance, area, setback, height, and design criteria requirements listed herein shall be met.

~~e. No wireless communication antennas shall be permitted in any Historic District or any billboard.~~

7. ~~d. "Wireless communication antennas" shall be permitted on existing or proposed structures in any Redevelopment Area district which permits the same uses permitted in the regular zoning districts as listed above, in the same priority location order. All separation distance, area, setback, minimum building height, maximum antenna or rooftop equipment facility height, and design criteria requirements listed herein shall apply.~~

~~7. Separation Distance Requirements. The following separation distance requirements shall apply:~~

~~a. If the proposed antenna(s) will be attached to an existing building the following separation distance requirements shall apply:~~

~~i. Minimum distance between facilities in residential districts or a residential portion of a duly adopted redevelopment area: Five hundred (500) feet;~~

~~ii. Minimum distance from any historic district line, or to any designated historic site (national or state register): Two hundred fifty (250) feet;~~

~~iii. Minimum distance between facilities located in commercial districts: Three hundred (300) feet;~~

~~iv. Minimum distance between facilities located in industrial districts: Two hundred (200) feet.~~

~~b. If the proposed antenna(s) will be attached to an existing wireless telecommunication tower or similar structure within an industrial district the following separation distance requirements shall apply:~~

~~i. Minimum distance from any regular residential district line: Seven hundred fifty (750) feet;~~

~~ii. Minimum distance to any historic district line, or from any designated historic site (national or state register): One thousand five hundred (1,500) feet;~~

~~iii. Minimum distance between facilities: Seven hundred fifty (750) feet.~~

~~c. If the proposed antenna(s) will be supported by a new wireless telecommunication tower:~~

~~i. Minimum distance from to residential district line: One thousand (1,000) feet;~~

~~ii. Minimum distance from any historic district line or designated historic site (national or state register): One thousand five hundred (1,500) feet;~~

~~iii. Minimum distance between facilities: One thousand five hundred (1,500) feet;~~

~~iv. Minimum distance from any designated scenic corridor: One thousand five hundred (1,500) feet.~~

#### 8. Area and Setback Requirements.

~~a. If the proposed antenna(s) will be attached to an existing building or an existing or approved tower or structure, no land area shall be required in addition to the land area upon which the existing structure is situated; or~~

a. ~~b.~~ If the proposed antenna(s) will be supported by a new wireless telecommunication tower:

i. The proposed antenna(s) and proposed supporting tower and ancillary related electronic equipment shall be located on a land area equal to or larger than one-third the "minimum lot area" specified for the I District;

ii. The minimum required land area shall either be a separate undeveloped lot or a leased portion of an already developed lot;

iii. The proposed antenna(s) and proposed supporting tower and ancillary related electronic equipment and any approved building housing the electronic equipment and any approved camouflaging of the tower shall be the only land uses located on the proposed tower site, whether a separate lot or a leased portion of a lot; and

iv. Excepting for any access driveway into the property, any required landscaping, and any underground utility lines reviewed and approved by the Planning Board as part of the site plan submission, no building structure and/or disturbance of land shall be permitted within one hundred (100) feet from any street line, from any other existing or proposed property line, or from any "lease line," provided that if a tower will exceed one hundred (100) feet in height, the tower shall be set back from any street line and from any other existing or proposed property line a distance equal to or greater than the height of the tower, except that, in any case the tower shall be required to be setback a minimum distance of only one hundred (100) feet from any line demarcating the leased premises.

#### 9. Maximum Height.

a. The maximum height of any proposed antenna extending above any existing building or existing structure shall be the minimum height necessary for the proposed installation to satisfactorily operate; and

b. The height of any proposed new supporting tower shall not exceed one hundred fifty (150) feet unless it can be demonstrated by the applicant, to the satisfaction of the Planning Board, that a higher height is necessary for the proposed installation of the antenna(s) to satisfactorily operate and is necessary for the collocation of at least three other carriers on the tower.

~~c. The maximum height of any proposed roof top equipment cabinet shall be the height of the tallest accessory rooftop structure such as a stair or elevator housing, provided that no equipment cabinet shall be located on the roof top of any building less than sixty (60) feet in height.~~

10. Design Criteria. All applications for wireless communication antennas shall adhere to the following design criteria:

a. For location on an existing building or structure:

i. Minor site plan application to the Planning Board shall be required.

ii. To the greatest extent possible, any antenna(s) located on an existing building shall be surface-mounted on the building façade at the roofline or along the exterior parapet wall so as to reasonably blend in with the architectural features of the building and painted to match the color of the material on which it is mounted, **or pole mounted to the back of the parapet wall without horizontal supports.**

iii. Antenna(s) and supporting electrical and mechanical equipment shall be of a neutral color that matches, as closely as possible, the background color of the façade on which it is mounted so as to make the antenna(s) and related equipment as visually unobtrusive as possible.

iv. All ancillary electronic and mechanical equipment shall be housed either within an enclosed area inside the existing building or on the roof top of the building, provided:

(A) The height of roof top equipment facilities shall not exceed the height of the tallest accessory rooftop structure such as a stair or elevator housing **by more than 10 feet** ~~not more than two hundred fifty (250) square feet in area,~~ and shall be fully enclosed in a cabinet which shall be constructed of a material and color which will match those of the existing roof top accessory structures; ~~as closely as possible~~ **or enclosed in a radio frequency transparent material designed to blend architecturally with the building's design;** and

(B) Documentation by a qualified expert that any existing structure will have sufficient structural integrity to support the proposed antennas and ancillary equipment shall be provided to the Planning Board.

(C) **The roof is at least 35 feet above grade and documentation by a qualified expert that ancillary equipment cannot be physically located inside the building.**

v. Antenna(s), supporting structures, and ancillary equipment and housing shall not be visible from any property or public right-of-way within a historic district, to the greatest extent possible.

vi. Any additional public utility lines and/or cables deemed necessary for the operation of the proposed antenna facility shall be located underground. The applicant shall provide documentation to the Planning Board as to the necessity of the additional lines.

vii. No signage shall be permitted that is visible from adjacent properties or from the public right-of-way.

viii. Roof-top or flush mounted antennas shall be at least ~~40~~ **30** feet from sidewalk grade.

b. For a new tower:

i. Preliminary and Final Site Plan application shall be required for any proposed new wireless telecommunication tower.

ii. Any proposed new tower shall be a "mono-pole" unless the applicant can demonstrate, and the Planning Board agrees, that a different type of pole is necessary for the colocation of additional antennas on the tower.

iii. Unless otherwise required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC), all towers shall be either constructed of a neutrally colored material or painted a neutral color so as to reduce the visual obtrusiveness. All applicable FAA or FCC standards regarding color or materials that may apply to the proposed tower shall be provided to the Planning Board.

iv. No lighting is permitted on a tower except lighting that is specifically required by the FAA and any such required lighting shall be focused and shielded, to the greatest extent possible, so as not to project towards adjacent and nearby properties. All applicable FAA

standards regarding lighting that may apply to the proposed tower shall be provided to the Planning Board.

v. All ancillary electronic and other equipment shall be located within a building or enclosed structure which structure shall meet the following design criteria:

(A) Each provider of wireless communication services located on the site may have a maximum of one cabinet enclosing required electronic equipment, which cabinet shall not exceed fifteen (15) feet in height nor more than two hundred fifty (250) square feet in area. All such cabinets shall be located within a building which shall not exceed one and one-half stories and twenty (20) feet in height nor one thousand (1,000) gross square feet in area.

(B) The building shall use materials, textures, and colors that together with required screening and landscaping will cause it to blend into the natural setting and surroundings, to the greatest extent possible.

(C) Provision for colocation of equipment shall be incorporated into the design of the building/structure.

(D) No electronic equipment shall be designed in such a way as to interfere with any public safety communication.

(E) All equipment shall be automated so that, to the greatest extent possible, the need for on-site maintenance and associated vehicular trips to and from the site will be minimized.

(F) Lighting shall be limited to a single light at the entrance to the building which shall be focused downward.

vi. Landscaping shall be provided between the tower and also between any building or structure used to house ancillary equipment and any public street or residential dwelling unit or residential zoning district in accordance with the following:

(A) Required landscaping shall consist of sufficient density of evergreen planting to effectively screen the view of the tower base and, in addition, sufficient other plantings which may consist of a combination of shrubs and deciduous trees to screen the tower and enhance the appearance of, to the maximum extent reasonably possible, from any surrounding residential properties and from any public street.

(B) Any newly planted evergreen trees shall be at least eight feet high at the time of planting and any newly planted deciduous trees shall be a minimum caliper of three and one half inches at the time of planting.

(C) No signage shall be permitted except "warning" and/or equipment information signs as deemed necessary or as required by state and/or federal regulatory agencies for safety purposes and are specifically approved by the Planning Board.

vii. Minimal off-street parking shall be permitted as needed to provide maintenance at the site and as specifically approved by the Planning Board.

viii. No antenna shall be located on any tower in order to provide non-cellular telephone service; such service shall be provided via existing telephone lines if available to the site or by the underground extension of telephone lines to the site if necessary.

ix. Any new tower shall be located behind existing buildings and/or natural topographic elevations in order to screen the tower's base from being visible from adjacent properties and from any street right-of-way; to the greatest extent possible, no new tower shall be visible from a public street in any residential district.

x. Towers shall be enclosed by security fencing consisting of eight foot high one-inch chain link "non-climbable" mesh which shall be fully screened by the required landscaping.

xi. Documentation by a qualified expert that any existing structure will have sufficient structural integrity to support the proposed antennas and ancillary equipment shall be provided to the Planning Board.

11. Radio Frequency Emissions. Applicants shall provide current FCC information concerning wireless telecommunication towers and Radio Frequency (RF) emission standards to the Planning Board, whenever applicable. Upon documentation by a qualified expert, proposed wireless communication antenna projects which meet the current FCC standards shall not be conditioned or denied on the basis of RF impact.

12. Removal of Abandoned/Obsolete Antennas and Towers.

a. Any "wireless communication antenna" facility not used for its intended and approved purpose for a period of one year shall be considered "no longer operative" and shall be removed by the responsible party within sixty (60) days thereof.

~~b. In addition to the regular application fee, the applicant (or landowner in the instance of leased property) shall provide a performance bond that will cause the antennas, any supporting tower, associated equipment cabinets, any building enclosing associated equipment cabinets, and all other related improvements to the land to be removed, at no cost to the City, when the antennas are no longer operative. The amount of the performance bond shall not be less than one hundred twenty percent (120%) of the cost (as determined by the City Engineer at the time of application) of such demolition, removal, and restoration of the site to a state required under all applicable City Ordinances, including, but not limited to, the City property maintenance code.~~

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

ORDINANCE NO. Ord. 10-074  
**3.D. MAY 26 2010 4.D.**



Ordinance of the Municipal Council City of Jersey City amending Article V, Chapter 345-60 (Supplementary Zoning Regulations) of the Land Development Ordinance (Zoning Ordinance) amending regulations for wireless communication antennas.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010  
 Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
 Robert Byrne, City Clerk

\_\_\_\_\_  
 Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 10-075

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 10-075

TITLE:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING SECTION 345-58.E. OF THE LAND DEVELOPMENT ORDINANCE, CONDITIONAL USES PERMITTED IN THE PAULUS HOOK HISTORIC DISTRICT DEVELOPMENT ORDINANCE**

**WHEREAS**, pursuant to NJSA 40:55D-62, (the Municipal Land Use Law) the Municipal Council of the City of Jersey City may amend a zoning ordinance relating to the nature and extent of the uses of land and buildings and structures thereon, which regulations are commonly referred to as "zoning regulations; and

**WHEREAS**, Conditional use standards for the Paulus Hook Historic District were amended in September 2003 to allow retail sales, retail services, and office use along a certain portion of Washington Street under certain conditions (see attached map and text for location and conditions); and

**WHEREAS**, Medical office use, separately defined, was inadvertently excluded in 2003, and should be included because there is no substantial difference in impact between the two uses along the subject portion of Washington Street; and

**WHEREAS**, the Planning Board of Jersey City, at its meeting of May 11, 2010, did discuss and approve a motion recommending that the Municipal Council adopt the amendment contained herein;

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the Land Development Ordinance be, and hereby is, amended as follows: (Material indicated by bold italic *like this* is new material that is intended to be enacted)

C. Accessory uses permitted in all Historic Districts:

1. Private garages, for projects of 10 dwelling units or more.
2. Screened off-street parking, for projects of 10 dwelling units or more.

E. Conditional uses permitted in Paulus Hook Historic District:

1. Retail sales, retail services, and offices, *including medical offices*, limited to the ground floors and parlor floors of attached dwelling units having direct pedestrian access from one of the following streets or parts thereof: west side of Washington Street between Morris and York Streets; east side of Washington Street between Sussex and Morris Street, subject to the following conditions:
  - a. No business dealing in the sale of fresh food products (including produce, meats, processed or prepared foods) of any kind shall be permitted to occupy new retail spaces.
  - b. New or expanded uses shall meet the bulk and yard requirements for townhouses. (Conditional use application to the Planning Board shall be required for any new retail or office use or for the expansion of an existing use).
2. No change
3. No Change
4. No change

**BE IT FURTHER ORDAINED THAT:**

- 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 set forth fully herein. 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 Council 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 repealers of existing provisions.
- E. The City Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D- 63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is further 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. 40:55D-16. 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. 40:49-2.

  
 Robert D. Cotter, PP, Director  
 Division of City Planning

APPROVED AS TO LEGAL FORM

  
 Corporation Counsel

APPROVED:



APPROVED:

  
 Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

**1. Full Title of Ordinance:**

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING SECTION 345-58.E. OF THE LAND DEVELOPMENT ORDINANCE, CONDITIONAL USES PERMITTED IN THE PAULUS HOOK HISTORIC DISTRICT DEVELOPMENT ORDINANCE**

**2. Name and Title of Person Initiating the Ordinance, etc.:**

Carl Czaplicki, Director, Department of Housing, Economic Development, and Commerce

**3. Concise Description of the Plan Proposed in the Ordinance:**

Will allow medical office use, separately defined in the Land Development Ordinance, to be included among offices conditionally permitted on the ground or parlor floor along a certain portion of Washington Street in the Paulus Hook Historic District

**4. Reasons (Need) for the Proposed Program, Project, etc.:**

Conditional use standards for the Paulus Hook Historic District were amended in September 2003 to allow retail sales, retail services, and office use along a certain portion of Washington Street ~~and~~ certain conditions (see attached map and text for location and conditions). Medical office use, separately defined, was inadvertently excluded in 2003, and should be included because there is no substantial difference in impact between the two uses along this portion of Washington Street.

**5. Anticipated Benefits to the Community:**

Will allow a greater variety of compatible development along this portion of Washington Street

**6. Cost of Proposed Plan, etc.:**

None

**7. Date Proposed Plan will commence**

Upon approval

**8. Anticipated Completion Date: N/A**

**9. Persons Responsible for Coordinating Proposed Program, Project, etc.:**

Carl Czaplicki, Director, Dept of HEDC  
Robert D. Cotter, Director, City Planning  
Nick Taylor, Acting Director, Division of Zoning

**10. Additional Comments: None**

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director

MAY 19, 2010  
Date

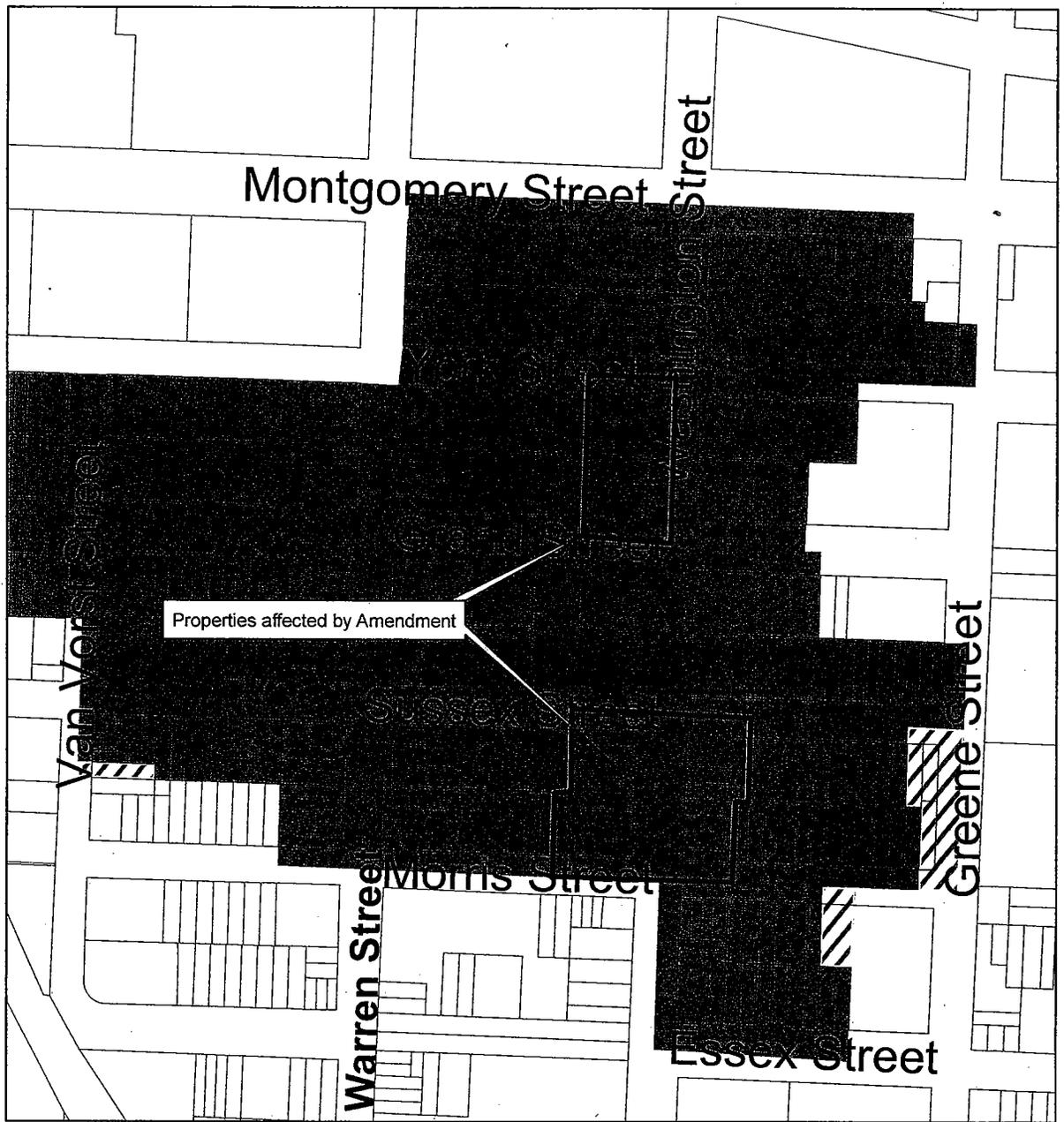
Carl Czaplicki  
Department Director Signature

5/19/2010  
Date

# **SUMMARY STATEMENT**

## **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AMENDING SECTION 345-58.E. OF THE LAND DEVELOPMENT ORDINANCE, CONDITIONAL USES PERMITTED IN THE PAULUS HOOK HISTORIC DISTRICT DEVELOPMENT ORDINANCE**

This Ordinance will amend Article V, Historic District Conditional Use Regulations of the Land Development Ordinance to include medical office use as a conditional use wherever regular office use is already conditionally permitted in the Paulus Hook Historic District.



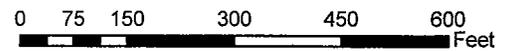
Properties affected by Amendment

**PROPOSED MEDICAL OFFICE CONDITIONAL USE  
PAULUS HOOK HISTORIC DISTRICT**

MAY 18, 2010



Map No.: 509



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

ORDINANCE NO. Ord. 10-075  
 TITLE: 3.E. MAY 26 2010 4.E.



Ordinance of the Municipal Council of the City of Jersey City amending Section 345-58.E of the Land Development Ordinance conditional uses permitted in the Paulus Hook Historic District Development Ordinance.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close P.H.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010  
 Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
 Robert Byrne, City Clerk

\_\_\_\_\_  
 Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_  
 APPROVED:

\_\_\_\_\_  
 Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 10-076

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 10-076

**TITLE: ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE HUB SUBDISTRICT OF THE MARTIN LUTHER KING DRIVE REDEVELOPMENT PLAN**

**WHEREAS**, the Municipal Council of the City of Jersey City, adopted the Martin Luther King Drive Redevelopment Plan (hereinafter "the MLK Plan") at its meeting of December 8, 1993; and

**WHEREAS**, the MLK Plan has been amended several times since its original adoption; and

**WHEREAS**, the Municipal Council seeks to advance and promote the economic viability of the Martin Luther King Drive HUB Subdistrict (hereinafter the "HUB District"); and

**WHEREAS**, the Municipal Council believes the attached amendments would advance and promote the economic viability within the HUB District and increase sales activity within the HUB District, which is a purpose of the MLK Plan; and

**WHEREAS**, the following amendments to the Martin Luther King Drive Redevelopment Plan have been reviewed by the Jersey City Planning Board at its meeting of May 25, 2010; and

**WHEREAS**, the Planning Board voted to recommend adoption of these amendments by the Municipal Council;

**WHEREAS**, a copy of the amended text is attached hereto and made a part hereof, and is available for public inspection at the Offices of the City Clerk, City Hall, 280 Grove Street, Jersey City, NJ.

**NOW, THEREFORE, BE IT ORDAINED** by the Municipal Council of the City of Jersey City that the recommended amendments to the Martin Luther King Drive Redevelopment Plan be, and hereby are, adopted.

**BE IT FURTHER ORDAINED THAT:**

- 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 set forth fully herein. 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 Council 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 repealers of existing provisions.
- E. The City Clerk is hereby directed to give notice at least ten days prior to hearing on the adoption of this Ordinance to the County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is further 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. 40:55D-16. 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. 40:49-2.

  
Robert D. Cotter, PP, AICP  
Director of Planning

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: 

APPROVED:   
\_\_\_\_\_  
Business Administrator

Certification Required

Not Required

**ORDINANCE FACT SHEET**

1. Full Title of Ordinance/Resolution/Cooperation Agreement:

**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE HUB SUBDISTRICT OF THE MARTIN LUTHER KING DRIVE REDEVELOPMENT PLAN**

2. Name and Title of Person Initiating the Ordinance, Resolution, etc.:

Carl S. Czaplicki, Director, Department of Housing, Economic Development, and Commerce

3. Concise Description of the Program, Project or Plan Proposed in the Ordinance/Resolution:

The amendment will add two provisions to the HUB subdistrict of the MLK Drive Redevelopment Plan granting a McDonald's restaurant protection from any future amendment to the Redevelopment Plan.

4. Reasons (Need) for the Proposed Program, Project, etc.:

McDonald's is seeking to invest in a new franchise restaurant in the MLK Hub subdistrict.

5. Anticipated Benefits to the Community:

To allow for new McDonald's restaurant in the MLK Hub.

6. Cost of Proposed Program, Project, etc.:

No expense to the city. All work done by in house staff.

7. Date Proposed Program or Project will commence:

Upon approval of the redevelopment plan amendment.

8. Anticipated Completion Date: N/A

9. Person Responsible for Coordinating Proposed Program, Project, etc.:

Robert D. Cotter, Director, City Planning                      547-5050  
Jeff Wenger, City Planning

10. Additional Comments: None

I Certify that all the Facts Presented Herein are Accurate.

Robert D. Cotter  
Division Director

MAY 19, 2010  
Date

Carl Czaplicki  
Department Director Signature

5/19/10  
Date

**PROPOSED AMENDMENTS TO THE MARTIN LUTHER KING DRIVE REDEVELOPMENT  
PLAN**

**PRESENTED TO THE JERSEY CITY PLANNING BOARD ON MAY 25, 2010**

Text that is unchanged is in plain face type like this.

Text that is deleted is in strike-threw ~~like this~~.

Text that is added is in bold **like this**.

Page 52:

**HUB DISTRICT DEVELOPMENT CONTROLS**

Hub District Development Controls shall apply to all land and buildings in the HUB District, except where the HUB – Side Street Sub-District and HUB – Ocean Avenue Sub-District controls apply, in which case the sub-district regulations shall supercede the HUB District regulations.

1. Purpose - The HUB District is to be a multi-use commercial and cultural center for the MLK area.
2. Principal Permitted Uses
  - (a) Retail sales of goods and services
  - (b) Supermarket of a minimum 45,000 sq ft, which may include liquor sales, but which must be located wholly within such supermarket and accessed only from within such supermarket
  - (c) Restaurants, bars and taverns
  - (d) Banks, Credit Unions, including drive-in facilities
  - (e) Theaters, bowling alleys, cinema, and other indoor recreation areas
  - (f) Offices and office buildings
  - (g) Residential
  - (h) Government and/or transit facilities
  - (i) Community and/or cultural facilities, museum
  - (j) Houses of Worship
  - (k) Mixed-use structures containing one or more of the above listed permitted uses.
3. Accessory Permitted Uses
  - (a) Off-street parking and loading
  - (b) Public open space, plaza and/or park
  - (c) Fences and walls
  - (d) Canopies, awnings, signs
  - (e) Free-standing project signs
  - (f) Storage uses located above or below the ground floor or in the rear of any of the other uses, provided such storage is related to the business on the ground floor
  - (g) Day care centers
  - (h) Street Furniture: decorative lighting, seating
4. Prohibited Uses
  - (a) Liquor stores, except as provided for in Paragraph 2(b) above
  - (b) Pool halls, Massage parlors

- (c) Pornographic movie theaters, adult book stores, massage and other establishments exploiting human anatomy including nude or topless dancing
- (d) Automatic amusement device arcades

5. Site Development Regulations

Jersey City, acting through the City Planning Division and the Jersey City Economic Development Corporation, has prepared a redevelopment plan for the HUB District. This plan shall be the general guide for development within the HUB District and it shall control land use, building bulk and location, vehicular and pedestrian access. To implement development within the HUB District, the City, through the Jersey City Redevelopment Agency, will acquire development sites and dispose of development parcels to qualified parties who will agree to build and operate according to the redevelopment plan.

The redevelopment plan describes the general character of development for each parcel. The developer for specific parcels within the HUB District shall prepare a detail plan for the development of the specific site for site plan review and approval by the Jersey City Planning Board.

6. Area, Yard and Bulk Requirements

The bulk, yard and area standards for the district are designed to be flexible to encourage new development concepts, innovative design, public/private ventures and other unique proposals or circumstances which might not be accommodated by the standards established in other zoning districts.

- (a) Floor Area Ratio may not exceed 4.0
- (b) Minimum lot size shall be 5,000 square feet
- (c) Setbacks shall be zero (0) feet, except where the abutting property is exclusively used for residential purposes, in which case, the minimum setback shall be five (5) feet and walls of occupied buildings may be no closer than twenty feet
- (d) Height may not exceed forty-five (45) feet for the first 100 feet back from the Right of Way (ROW) line of MLK Drive, except for focal points and unique design elements. Beyond 100 feet from the MLK Drive ROW line, the maximum height shall be 40 feet.
- (e) Impervious lot coverage may equal 100 percent for any particular parcel, provided that the overall lot coverage in the HUB District does not exceed ninety-five percent (95%), and the required plaza ( sub-section 8 below) has been provided.

7. Building Location

The redevelopment plan calls for new construction to be built up to the property line on major streets including MLK Drive, Virginia and Kearney Avenues. The plan allows for certain exceptions to the requirement to build to the property line as follows:

- (a) At the corner of MLK Drive and Virginia, Ege and Kearney Avenues, buildings may set back from the property line to allow a building and/or retail facility entryway. This corner set back from the property line shall not exceed 35 feet on each street line.
- (b) The U.S. Post Office Facility for Block 1982 may set back up to 20 feet from the MLK Drive property line. The sidewalk and set-back area along MLK Drive shall be developed as a public open space with decorative paving trees, lighting and appropriate street furniture.

- (c) The firehouse facility may set back the property line up to 20 feet to allow visibility for fire truck bays.

8. Open Space

The redevelopment plan calls for a 12,000 square foot area on the East side of MLK Drive between Ege and Kearney Avenues to be developed as a public open space with decorative paving, trees, lighting and appropriate street furniture. This public amenity will either be developed by the City, with individual developers building within the HUB District paying a pro rata share of the development cost, or by a prime developer within the HUB District paying the total cost.

9. Vacated Streets

Jersey City shall act to vacate sections of Ege Avenue (between MLK Drive and Ocean Avenue) and Hart Street (between Ege and Kearney Avenues) as shall be required to implement the redevelopment plan.

10. Building Design and Materials

(a) Exterior Walls: All new construction and improvements to existing masonry structures shall be constructed so that the exterior cladding of the building is predominately brick or a brick veneer composed of full size brick. Jumbo brick may not be used. The brick mortar is to complement the color of the brick. Stucco and equivalent cladding materials shall be prohibited on building exteriors below an elevation of 10 feet off ground level. The only exception to this shall be for decorative features (i.e. lintels, sills, moldings, quoins) which can be of stucco, stone, pre-cast concrete or brick.

(b) Storefronts: For buildings of a mixed use character, the storefront portion shall be subject to the design guidelines for the Neighborhood Shopping District. Glass shall constitute a minimum of seventy percent (70%) of the base of the facade to accommodate large display windows. Store front facades may combine the following materials; brick, stone, sheet metal, wood and/or cast aluminum.

(c) Windows: Heat absorbing tinting glass is permitted; reflective glass is not permitted. All window frames shall be in a complementary color to the exterior cladding of the building.

(d) **Roof Types:** All buildings fronting on major streets (MLK Drive, Virginia and Kearney Avenues) shall have a sloped standing seam metal roof visible from the street. Behind the sloped metal roof section and/or parapet, the building may have a flat roof. All roof areas shall be connected to internal drains.

(e) **Roofs** are to be flat, to maintain the architectural uniformity of adjacent districts. The only exception to this is to allow for architectural projections from the corner of the building constructed on Block 1997, Parcel A. All roofs shall be internally drained and have parapets.

(f) **Canopies/Awnings:** All canopies must allow for a clear distance from ground to the lowest point of the canopy of eight (8) feet and extend horizontally from the vertical surface of the building for a maximum of six (6) feet. The canopy must be permanently fixed to the building and made of flexible materials. Canopy design and color shall be reviewed and approved by the Planning Board. The height of the top of the awnings from building to building shall maintain uniformity in height. Canopies must be properly maintained and repaired or replaced immediately if damage occurs. An annual cleaning is required.

(g) **Sides and Rear of Buildings:** Building facades not designated as the principal building facade shall appear similar to the principal building facade and shall be of high quality construction.

(h) **Security Gates:** All front security gates shall be completely composed of the see-through type. Storage boxes for all security gates shall be mounted on the interior of the building. Gate tracks shall be recessed into the glazing reveal and the gate housing shall be flush with the plane of the storefront. No storage box, tracks or mechanical devices related to the gates may project from the plane of the storefront.

(i) **Lighting:** All shop windows are to be internally lit with spot lights of an incandescent type, and shall remain lit during the night to provide increased security on the street and for the store. Overhead lights that project from above the canopy or sign board are recommended to provide for additional street lighting. The use of florescent, flashing and blinking lights is prohibited.

11. **Off Street Parking/Loading Requirements:**

The parking space requirements for this district shall conform to Chapter VIII, Parking and Loading Regulations.

12. **Specific Provisions for a McDonald's Restaurant in the MLK HUB:**

**1. In the event the MLK Plan is amended so as to prohibit certain uses within the HUB District, any lawful present use then being conducted by McDonald's in the Premises shall nevertheless be allowed to continue throughout the term of the lease (including any extension option periods).**

**2. In the event the MLK Plan is amended so as to interfere with the business operation of McDonald's as a restaurant/food service establishment as is then being conducted by McDonald's in the Premises, such business operation shall nevertheless be allowed to continue throughout the term of the lease (including any extension option periods).**

## **SUMMARY STATEMENT**

The amendment will add two provisions to the HUB subdistrict of the MLK Drive Redevelopment Plan. These two provisions will grant protection to a McDonald's restaurant in the event of any future amendment to the Redevelopment Plan.

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

ORDINANCE NO. Ord. 10-076  
3.F. MAY 26 2010 4.F.



Ordinance of the Municipal Council of the City of Jersey City adopting amendments to the HUB Subdistrict of the Martin Luther King Drive Redevelopment Plan.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010

Adopted on second and final reading after hearing on \_\_\_\_\_

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

APPROVED:

\_\_\_\_\_  
Robert Byrne, City Clerk

\_\_\_\_\_  
Peter M. Brennan, Council President

\*Amendment(s):

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_

City Clerk File No. Ord. 10-078

Agenda No. 3.H 1st Reading

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



# ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-078

TITLE:

**ORDINANCE AMENDING CHAPTER 53 (PERSONNEL) ESTABLISHING VACATION AND BENEFITS AND WORKPLACE REGULATIONS FOR EMPLOYEES WHOSE SALARY AND COMPENSATION ARE REQUIRED BY LAW TO BE FIXED BY ORDINANCE**

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

**WHEREAS**, N.J.S.A. 40:69A-43(a) requires that the Mayor, subject to pertinent civil service regulations and contractual obligations and within the limits of the municipal budget, by Executive Order fix the salaries and other compensation of employees assigned to all administrative departments; and

**WHEREAS**, the Mayor by executive order (2008-09) establishes benefits for unclassified and managerial executives within his authority in compliance with N.J.S.A. 40:69A-43(a); and

**WHEREAS**, union members receive their salaries and benefits by contract, which the Mayor negotiates and by resolution, the Council approves pursuant to N.J.S.A. 40:69A-43(a); and

**WHEREAS**, N.J.S.A. 40:69A-43(a) requires that the Council by ordinance fix the salaries and other compensation of certain employees, such as the Mayor, Council Members, Council Aides, Department Directors, Municipal Clerk and his deputy, the Tax Assessor and his deputy, the Tax Collector, the Chief Financial Officer and Municipal Court Judges; and

**WHEREAS**, the Council by ordinance has fixed the salaries of those employees within its statutory authority; and

**WHEREAS**, Council employees have received "other compensation" as provided under the Mayor's Executive Order 2008-2009 and its predecessors, instead of Chapter 53, a section of the City Code that is now obsolete and has not been updated in more than 15 years; and

**WHEREAS**, the Council employees have also generally adhered to the Mayor's Policy and Procedures Manual establishing administrative workplace regulations for all employees, including members of collective bargaining units; and

**WHEREAS**, the Council by ordinance needs to fix "other compensation" and establish workplace regulations so they will be in accord with the Mayor's Executive Order and his Policies and Procedures Manual, and, to the extent it wishes to deviate therefrom, adopt an ordinance so providing.

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

A. The following amendments to Chapter 53 (Personnel) of the Jersey City Code are hereby adopted:

**Sec. 53- Application of Chapter 53**

Under this Chapter "Employee" shall mean one whose salary and other compensation are required by law to be fixed by ordinance. Such Employees include, but are not limited to, the Mayor, Council Members, Council Aides, Department Directors, Municipal Clerk and his deputy, the Tax Assessor and his deputy, the Tax Collector, the Chief Financial Officer and Municipal Court Judges<sup>1</sup>

**Sec. 53- Domicile as condition of employment**

A. All Employees, as a condition of their employment, shall maintain a bona fide domicile in the City of Jersey City during the period of their employment. Domicile means the permanent place of abode within the meaning, intent and scope of the New Jersey Statutes and court decisions governing and defining "domicile." It shall also mean the permanent abode which the Employee occupies with his or her spouse and minor children.

~~B. Within six (6) months after the effective date of this Article, all Employees who are domiciled outside the City shall move their spouses and minor children into this City and establish a bona fide domicile in this City. Thereafter they shall continue to maintain such domicile in this City so long as they shall be an Employee of this City.]~~

B. ~~[Within thirty (30) days after the effective date of this Article,]~~ All Employees shall file with the Division of Personnel an affidavit setting forth the following:

(1) the address and telephone number of the Employees' bona fide domicile; and

(2) the address and telephone number of the Employees' spouse and minor children.

~~[(3) if the Employee is domiciled outside this City, then such Employee shall state whether or not he or she intends to comply with the provisions of Subsection B of this section and establish a domicile in this City.]~~

~~D. The provisions of this section and section 53-12 of this Article shall not apply to employees occupying the offices and positions enumerated in N.J.S.A. 40A:9-1 et seq. and any other statute of New Jersey which excepts certain officers and employees from such residency requirements, nor shall said provisions apply to those employees occupying offices and positions located at the water and sewerage facilities of this City located outside this City.]~~

**Sec. 53- Exceptions**

A majority of the full membership of the Municipal Council, at its discretion, for good cause shown, may authorize and permit an Employee to be domiciled outside the City of Jersey City.

**Sec. 53- Investigations; hearings; termination of employment**

A. The Municipal Council or the appointing authority or their duly authorized representatives are hereby authorized to investigate the bona fides of an Employees' domicile or failure to comply with the provisions of this Article and to conduct hearings thereon. Such hearings shall be conducted upon no less than ten (10) days' notice to the Employee. The notice shall

<sup>1</sup> Mayor, N.J.S.A. 40A:9-165.1.  
Members of the Governing Body/City Council, N.J.S.A. 40A:9-165.1.  
Council Aides, N.J.S.A. 40A:69A-60.5  
Department Directors, N.J.S.A. 40:69A  
Municipal Clerk, N.J.S.A. 40A:9-133  
Deputy Municipal Clerk, N.J.S.A. 40A:9-135.  
Tax Assessor, N.J.S.A. 40A:9-146.  
Deputy Tax Assessor, N.J.S.A. 40A:9-146.  
Tax Collector, N.J.S.A. 40A:9-141  
Chief Financial Officer/Municipal Finance Officer, N.J.S.A. 40A:9-140.10  
Municipal Court Judges, N.J.S.A. 2B:12-7.

be served upon the Employee by mail or personal service and shall set forth the following:

- (1) the date, time and place of the hearing.
- (2) a detailed specification of the charges against the Employee.
- (3) a statement warning the Employee that the hearing may result in the termination of the employment of the Employee.

B. The following shall be sufficient cause to terminate the employment of an Employee:

- (1) failure to file the affidavit within thirty (30) days.
- (2) filing a false or incomplete affidavit.
- ~~[(3) failure to establish a bona fide domicile within six (6) months.]~~

**Sec. 53- Affidavit required**

No person shall hereafter be appointed to any office or position unless such person shall have first filed an affidavit setting forth the address and telephone number of his or her bona fide domicile.

**Sec. 53- Vacation and other compensation**

A. All compensation and benefits of Employees, as applicable, shall be in accordance with the compensation and benefits established by Executive Order 2008-09 and any amendments thereto, except as herein provided.

B. All Employees, except the Mayor and Council Members, shall be granted paid vacation days which shall be the greater of:

(a) the vacation days earned through years of service as provided by the Mayor's Executive Order; or

(b) 20 working days.

C. Compensation shall include the incidental personal use of motor vehicles assigned by the Mayor to Employees.

~~[(1) Members of the City Council~~

~~(2) Department Directors~~

~~(3) Officers whose salaries are required by law to be fixed by ordinance.]~~

D. All Employees, except Council Members, ~~and~~ Council Aides and Municipal Court Judges, shall receive an annual increase in base salary equal to the annual percentage increase in the Implicit Price Deflator for State and Local Government Purchases of Goods and Services promulgated annually by the Director of Local Government Services, pursuant to N.J.S.A. 40A:4-45, provided that:

- (1) No such annual increase shall exceed three and five-tenths percent (3.5%); and
- (2) The first such increase shall take effect on July 1, 1995. Subsequent increases shall take effect on January 1, 1996, and annually thereafter for Employees then on the payroll based upon the rate promulgated in the prior year.

**Sec. 53- Workplace regulations**

A. The workplace regulations established in the Mayor's Policies and Procedures Manual as applicable, and any amendments thereto, are hereby adopted for Employees, except as herein provided

B. The ~~normal~~ service day of an Employee, ~~(except the Mayor, Council Members and Council Aides)~~ shall consist of a minimum of eight (8) hours of service, inclusive of the lunch period.

The hours of employment shall be continuous, except for such lunch period.

~~[C. The hours of employment shall be designated by the department head according to that schedule which best meets the efficiency of the public service, provided that these limitations regarding lunch periods shall not apply to shift employees, and provided also that in departments where the nature of the work is such that it is impossible to operate in accordance with the normal service day employees may be required to work in excess thereof.~~

C. The service day of Council Aides shall be determined by the respective Municipal Council Member.

~~D. Where an employee is called back to work within twenty-four (24) hours of the starting time of his or her normal service day or where the employee continues to work beyond the normal service day, all work in excess thereof and within such twenty-four hour period shall be considered overtime to be compensated as provided by the Council~~

~~E. No employee shall be required to work in excess of sixteen (16) hours within such twenty-four hour period, except under unusual circumstances where it would be impractical or impossible to provide relief employees. No regular change, however, in shifts or daily schedule shall be construed to provide overtime for the employee affected.]~~

The following sections of Chapter 53 are hereby repealed:

**Article I - Conditions of Municipal Employment  
§ 53-1 thru §53-2 & § 53-6 through 53-8**

**Article III - Employee Regulations  
§53-14 thru §53-26**

**Article IV - Leaves of Absence  
§53-27 thru 53-30**

**Article V - Vacation Leave Generally  
§53-31 thru §53-40**

**Article VI - Vacation Leave and other Benefits for Nonunion, Unclassified personnel  
and Nonunion Managerial Personnel  
§53-38 thru- §53-40**

**Article VII - Sick Leave  
§53-41 thru- §53-49**

**Article VIII - Employees' Retirement system  
§53-50 thru §53-71.1**

**Article IX - Employee Classifications and Salary Ranges  
§53-82 thru §53.77**

**Article X - Police Department Classifications and Salaries  
§53-78 thru §53-79**

**Article XI - Department of Fire and Emergency Service Classifications and Salaries  
§53-80 thru §53-81**

**Article XII - Compensation Schedule Amendments  
§53-82**

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

C. 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.

- 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:** New matter is underlined; deleted matter in [brackets] For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

Certification Required

Not Required

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

ORDINANCE NO. Ord. 10-078  
3.H. MAY 26 2010 *H.G.*  
 TITLE:



Ordinance amending Chapter 53 (Personnel) establishing a vacation and benefits and workplace regulations for employees whose salary and compensation are required by law to be fixed by ordinance.

RECORD OF COUNCIL VOTE ON INTRODUCTION											
MAY 26 2010 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
DONNELLY	✓			FULOP	✓			FLOOD	✓		
LOPEZ	✓			RICHARDSON	✓			VEGA,	✓		

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

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
Councilperson				moved, seconded by Councilperson				to close PH.			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

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

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.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

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

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
DONNELLY				FULOP				FLOOD			
LOPEZ				RICHARDSON				VEGA,			

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

Adopted on first reading of the Council of Jersey City, N.J. on MAY 26 2010

Adopted on second and final reading after hearing on \_\_\_\_\_

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

\_\_\_\_\_  
 Robert Byrne, City Clerk Peter M. Brennan, Council President

\*Amendment(s): \_\_\_\_\_ Date: \_\_\_\_\_  
 APPROVED: \_\_\_\_\_

Jerramiah T. Healy, Mayor

Date \_\_\_\_\_

Date to Mayor \_\_\_\_\_