



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-043

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL) ARTICLE II (EMPLOYEE REGULATIONS) AND ARTICLE XII (COMPENSATION SCHEDULE AMENDMENTS; LONGEVITY INCREASES AND PERSONAL USE OF MUNICIPAL VEHICLES) OF THE JERSEY CITY CODE**

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

A. The following amendments and supplements to Chapter 53 (Personnel) Article II (Employee Regulations) of the Jersey City Code are adopted:

~~{Sec. 53-26 Use of city-owned vehicles Repealed}~~

~~{Vehicles assigned to city employees for use in connection with their duties may be used for city business only. No city employee may use a city vehicle for any personal or unauthorized purpose. Any employee who uses a city vehicle for any personal or unauthorized purpose may be subject to discipline and shall be required to reimburse the city for the equivalent rental value of the vehicle.~~

~~B. Every employee who is assigned a city vehicle for use in connection with his or her duties must return the vehicle to the Department of Public Works compound or a facility designated by his or her Department Director at the end of his or her work day. Employees who are on call on a twenty-four hour basis shall be exempt from this requirement. Vehicles which are not returned to city facilities during non-business hours may not be used for personal or non-business purposes.~~

~~C. Each Department Director shall file with the city Clerk the names of employees within his or her department who are assigned city vehicles, the make, model and license plate number of the vehicle and the purpose for which the vehicle is assigned. As to each employee the Department Director shall indicate whether the assigned vehicle bears the Jersey City identification required by Subsection D and whether the employee is subject to duty twenty-four hours (24) hours per day.~~

~~D. Each city vehicle assigned to an employee, unless exempted by the Mayor and Business Administrator, shall bear the following identification on each side in letters at least three (3) inches high:~~

~~CITY OF JERSEY CITY~~

~~FOR OFFICIAL USE ONLY}~~

B. The following amendments and supplements to Chapter 53 (Personnel) Article XII (Compensation Schedule Amendments; Longevity Increase and Personal Use of Municipal Vehicles) of the Jersey City Code are adopted:

Sec. 53-82 No Change

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL) ARTICLE II (EMPLOYEE REGULATIONS) AND ARTICLE XII (COMPENSATION SCHEDULE AMENDMENTS; LONGEVITY INCREASES AND PERSONAL USE OF MUNICIPAL VEHICLES) OF THE JERSEY CITY CODE

Sec. 53-83 Longevity Increases and personal use of municipal vehicles assigned by the mayor¹

- A. No Change.
- B. No Change.
- C. No Change.
- D. Compensation shall include the incidental personal use of motor vehicles assigned by the Mayor to the following employees:
 - (1) Members of the City Council;
 - (2) Department Directors;
 - (3) Officers whose salaries are required by law to be fixed by ordinance².
- E. For the purpose of this section, the term "managerial executive" shall be defined in accordance with the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq.
- C. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- D. 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.
- 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.

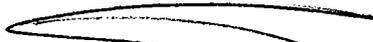
Note: New matter is underlined; deleted matter in [brackets] For purposes of advertising only, new matter is indicated by **bold face** and repealed matter by *italic*.

3/17/10

¹Subsection A superseded by Collective Bargaining Agreement; Subsection B superseded by Executive Order 2008-009.

²Pursuant to N.J.S.A. 40:69A-43a.

APPROVED AS TO LEGAL FORM


Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-044

TITLE:

ORDINANCE AUTHORIZING THE DELAYED BROADCAST OF COUNCIL MEETINGS ON CABLE TELEVISION

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

WHEREAS, the City of Jersey City creates a digital video recording of all Council Meetings;
and

WHEREAS, the goal of the City of Jersey City is to create greater awareness of local government and facilitate the community's participation in the local decision making process; and

WHEREAS, in an effort fo make Council Meetings more accessible to Jersey City residents, the City of Jersey City hereby determines that such meetings be broadcast via cable television;

NOW, THEREFORE, BE IT RESOLVED, that a digital video recording of each Council Meeting shall be provided to JC1TV for broadcast on cable television at least twice weekly at times to be determined by the Mayor of the City of Jersey City in conjunction with the cable television operator.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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APPROVED AS TO LEGAL FORM

APPROVED: _____



Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 10-045

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-045

TITLE:

ORDINANCE ESTABLISHING POLICIES AND PROCEDURES FOR JC1TV

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

WHEREAS, the goal of JC1TV is to create greater awareness of local government and facilitate community's participation in local decision making process; and

WHEREAS, the goal is to make public proceedings and events more accessible to Jersey City residents by providing coverage of City Council meetings and other Boards via cable television; and

WHEREAS, JC1TV can promote special events in the community sponsored by the City and civic affiliated organizations; and

WHEREAS, JC1TV can provide supplement public safety and disaster preparedness activities/information pertaining to the City of Jersey City; and

WHEREAS, JC1TV can serve as an invaluable tool to document and archive City events and activities.

THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City hereby enacts policies and procedures for JC1TV.

3/04/10

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 10-046
Agenda No. 3.D 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-046
TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL
AUTHORITIES) ARTICLE II (INCINERATOR AUTHORITY)**

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

A. The following amendments to Chapter 12 (Municipal Authorities) Article II (Incinerator Authority) are hereby adopted:

MUNICIPAL AUTHORITIES

ARTICLE II Incinerator Authority

§12-2. Authority Established; membership.

- A. The Incinerator Authority is established pursuant to Law ~~[N.J.S.A. 40B-1 et seq.]~~ N.J.S.A. 40:66A-1 et seq.
- B. No Change.
- C. The Board may provide its members with compensation for their services in the form of medical health care, prescription, optical or dental insurance coverage. Effective June 1, 2010, no board member shall receive compensation of any kind, including but not limited to, salary, medical health coverage, life insurance, prescription, optical or dental coverage. No board members shall receive any other compensation of any kind whatsoever, except as provided herein.
- B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel 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*.

WM/igp
3/4/10

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required

City Clerk File No. Ord. 10-047

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-047
TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL
AUTHORITIES) ARTICLE IV (MUNICIPAL UTILITIES AUTHORITY)**

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

A. The following amendments to Chapter 12 (Municipal Authorities) Article IV (Municipal Utilities Authority) are hereby adopted:

MUNICIPAL AUTHORITIES

ARTICLE IV Municipal Utilities Authority

§12-6. Members.

The Jersey City Municipal Utilities Authority shall consist of members of the Sewerage Authority holding office at the time of this reorganization, together with any successors in such membership appointed as if said Sewerage Authority had originally been created pursuant to the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-4).

The Incinerator Authority is established pursuant to Law ~~[N.J.S.A. 40B-1 et seq.]~~ N.J.S.A. 40:66A-1 et seq.

The Board may provide its members with compensation for their services in the form of medical health care, prescription, optical or dental insurance coverage. Effective June 1, 2010, no board member shall receive compensation of any kind, including but not limited to, salary, medical health coverage, life insurance, prescription, optical or dental coverage. No board members shall receive any other compensation of any kind whatsoever, except as provided herein.

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

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

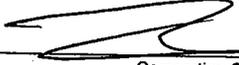
D. This ordinance shall take effect at the time and in the manner as provided by law.

E. The City Clerk and the Corporation Counsel 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*.

WM/igp
3/3/10

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 10-048

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-048

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 53 (PERSONNEL)
ARTICLE III (EMPLOYEE REGULATIONS)**

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

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

ARTICLE III Employee Regulations

§ 53-26. Use of city-owned vehicles.

- A. Vehicles assigned to city employees for use in connection with their duties may be used for city business only. No city employee may use a city vehicle for any personal or unauthorized purpose. Any employee who uses a city vehicle for any personal or unauthorized purpose may be subject to discipline and shall be required to reimburse the city for the equivalent rental value of the vehicle.
- B. Every employee who is assigned a city vehicle for use in connection with his or her duties must return the vehicle to the Department of Public Works compound or a facility designated by his or her Department Director at the end of his or her work day. Employees who are on call on a twenty-four-hour basis shall be exempt from this requirement. Vehicles which are not returned to city facilities during nonbusiness hours may not be used for personal or nonbusiness purposes.
- C. Each Department Director shall file with the City Clerk the names of employees within his or her department who are assigned city vehicles, the make, model and license plate number of the vehicle and the purpose for which the vehicle is assigned. As to each employee the Department Director shall indicate whether the assigned vehicle bears the Jersey City identification required by Subsection D and whether the employee is subject to duty twenty-four (24) hours per day.
- D. Each city vehicle assigned to an employee, unless ~~exempted~~ a designated police vehicle, ~~by the Mayor and Business Administrator~~ shall bear the City Seal and the following identification on each side in letters at least three (3) inches high:

CITY OF JERSEY CITY
FOR OFFICIAL USE ONLY

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*.

WM/igp
3/4/10

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____

Business Administrator

Certification Required

Not Required

City Clerk File No. Ord. 10-049

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-049

TITLE: **AN ORDINANCE AMENDING CHAPTER 163 (FIREARMS AND WEAPONS) ARTICLE II (TOY GUNS AND BOX CUTTERS) OF THE JERSEY CITY CODE**

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

A. The following amendments to Chapter 163 (Firearms and Weapons) Article II (Toy Guns and Box Cutters) of the Jersey City Code is hereby adopted:

ARTICLE II Toy Guns and Box Cutters

§163-3. Sale, distribution and use restricted.

- A. It shall be unlawful for any person to sell, expose for sale, distribute, possess or use toy guns in the City of Jersey City.
- B. "Toy gun" means any toy facsimile of an actual firearm that does not bear any visible characteristics to identify it as a toy can reasonably be perceived to be an actual firearm.

§163-4 through §163-6. [No Change - pertains to box cutters]

§163-7. Violations and penalties.

Any person, firm or corporation who shall violate any of the provisions of this Article shall, upon conviction, be punishable as provided in Chapter 1, General Provisions, §1-25; except that the minimum penalty for any violation shall be a fine of one hundred dollars (\$100.).

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

C. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City code.

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

E. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined; deleted matter in [brackets]. For purposes of advertising only, new matter is indicated by boldface and repealed matter by italic.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required

Not Required

2010045

City Clerk File No. Ord. 10-050

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-050

TITLE:

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY
TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT
JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF
THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING
A RECREATIONAL PROGRAM PURSUANT TO N.J.S.A. 40A: 12-14(C)
AND N.J.S.A. 40A : 12-15 (J)**

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

WHEREAS, the City of Jersey City is the owner of vacant land known as Block 1963 Lot 12.A also known as 826 Ocean Avenue situated in the City of Jersey City; and

WHEREAS, Saint John's Baptist Church is a non-profit organization of the State of New Jersey which sponsors an after school program; and

WHEREAS, it is the intention of Saint John's Baptist Church to use the property for recreational purposes such as, volleyball basketball, and similar forms of sports which shall be nonsectarian; and

WHEREAS, the program is designed to serve approximately 40 to 50 children in the community between the ages of three to thirteen; and

WHEREAS, the term of the lease shall be one year; and

WHEREAS, Saint's John's Baptist Church has submitted a report to the Real Estate Office setting out the use to which the leasehold will be put, the activities which will be undertaken in furtherance of the public purpose, the approximate value or cost, of such activities, and an affirmation of its tax exempt status as non-profit corporation pursuant to state and federal law; and

WHEREAS, the consideration for this agreement shall be One (\$1.00) Dollar and other good and valuable consideration benefitting the public at large; and

WHEREAS, pursuant to N.J.S.A. 40A: 12-14(c) and N.J.S.A 40A: 12-15(J), the City of Jersey City may lease the property to Saint John's Baptist Church; and

R.R.
3-10-10

2010038

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A ONE YEAR LEASE AGREEMENT WITH SAINT JOHN'S BAPTIST CHURCH, A NON- PROFIT ORGANIZATION OF THE STATE OF NEW JERSEY, FOR THE PURPOSE OF CONDUCTING A RECREATIONAL PROGRAM PURSUANT TO N.J.S.A.: 40A :12-14©) AND N.J.S.A. : 12-15(J)

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

1. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel the Mayor or Business Administrator is authorized to execute the attached one year lease agreement for the premises known as 826 Ocean Avenue with Saint John's Baptist Church (a copy of which is on file in the City Clerk's office).
2. The term of the lease shall be for (1) year beginning on the date of the execution of the lease by City Officials and the City reserves the right to terminate the lease at its convenience without cause by providing thirty (30) days notice prior to the effective date of termination.
3. The consideration for this lease shall be one dollar (\$1.00) and such other good and valuable consideration benefitting the public at large.
4. The Office of Real Estate shall be responsible for enforcement of all conditions of the lease attached hereto.
5. This lease is authorized under the provisions of N.J.S.A. 40A: 12-14(c) and N.J.S.A. 40A: 12-15(j) which permit a non-profit corporation to use city-owned vacant land for recreational purposes. If the corporate charter of Saint John's Baptist Church is revoked during the term of this lease, or if Saint John's Baptist Church stops providing a recreational program, the City shall have the right to terminate the lease by providing fifteen (15) days written notice prior to the effective date of termination.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the jersey city Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.

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

APPROVED:  APPROVED AS TO LEGAL FORM
Ann Marie Miller, Real Estate Manager

APPROVED: _____
Business Administrator Corporation Counsel

Certification Required
Not Required

S ST. JOHN'S BAPTIST CHURCH **H**

525 Bramhall Avenue
Jersey City, New Jersey 07304

Reverend Nolan M. Doby, Pastor
Church: 201-433-7780 Res. 732-249-0706
Fax: 201-433-6004

Website: www.stjohnsbc-icnj.com

E-mail

sjbc1929@hotmail.com / stjohnsbaptistchurch.net

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cathaline McKay
Deaconess President

Priscilla Gaillard
Church Clerk

March 5, 2010

CITY HALL – Real Estate Department
280 Grove Street
Jersey City, NJ 07302

To Whom It May Concern:

The St. John's Baptist Church of 525 Bramhall Avenue, Jersey City, New Jersey 07304 is writing this letter concerning the usage of the lot at 826 Ocean Avenue, Jersey City, New Jersey 07304.

The sole purpose we would like to use the lot for would be a recreation facility for our youth such as: a Basketball Court, Volleyball Court, Racket Ball and other youth activities.

Yours In Jesus The Christ

Nolan M. Doby
Pastor Nolan M. Doby

LEASE AGREEMENT

This LEASE, dated the _____ day of _____, 2010 Between

THE CITY OF JERSEY CITY (CITY)
(Landlord/ Lessor) ; and

Saint John's Baptist Church (Tenant/ Lessee), a non-profit Corporation of the State of New Jersey, with offices at 525 Bramhall Avenue, Jersey City, New Jersey.

Landlord leases to the Tenant, for the term and rent specified the premises described, situated at 826 Ocean Avenue in the City of Jersey City, County of Hudson and State of New Jersey a/k/a/ Block 1963, Lot 12.A on the City tax map.

As used in the Lease, the term Landlord includes the Landlord and any agents of the landlord.

The term shall be for one (1) year beginning on the date of execution of this lease by the appropriate City officials and terminating one (1) year thereafter.

The annual rent shall be one dollar (\$1.00) and other good and valuable consideration benefitting the public at large. The tenant is a non-profit corporation providing various services to children in the community between the ages of three to thirteen. If the Tenant ceases to provide the services outlined above, the Landlord shall the right to terminate the agreement in accordance with the provisions set forth in paragraph 1 below.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS :

First- Prior to the execution of the Lease Agreement, Tenant shall submit a report to the Real Estate Manager setting out the use to which the leasehold will be put during the lease term. The report shall include the activities that the Lessee will undertake in furtherance of the public purpose for which the leasehold is granted, the approximate value or cost, if any , of such activities in furtherance of such purpose, and proof of the tax exempt status of the non-profit corporation pursuant to both state and federal laws. If Tenant fails to submit this report or if Tenant stops providing the services for which it was incorporated or if Tenant's corporate charter is terminated or revoked, Landlord shall have the right to terminate the lease upon giving 15 day's written notice to Tenant prior to the effective date of termination.

Additionally, Landlord shall have the right at its convenience to terminate the lease without cause by providing 30 days' written notice to the tenant prior to the effective date of termination.

Second.- The tenant shall use the demised premises for educational and recreational purpose, such as, volleyball, basketball and similar forms of sports and not use or permit the premises to be used for any other purpose without the prior written consent of the Landlord endorsed hereon.

Third- The tenant shall not sub-let the demised premises nor any portion thereof, nor assign this lease without the prior written consent of the Landlord endorsed hereon.

Fourth- The Tenant has examined the premises and accepts them in their present condition (except as otherwise expressly provided herein) and without any representation made by the Landlord or its agents as to the present or future condition of the premises. The Tenant shall keep the premises in good condition, and shall redecorate, paint and renovate the premises as may be necessary to keep them in repair and appearance. The Tenant shall surrender the premises and the end of the term in as good condition as reasonable use will permit. The Tenant shall not make any alterations, additions, or improvements to premises without the prior written consent of the Landlord . All additions and improvement, whether temporary permanent, which may be made upon the premises either by the Landlord or the Tenant, except furniture or movable trade fixtures installed at the expense of the Tenant, shall be the property of the Landlord and shall remain upon the premises at the termination of this Lease, without compensation to the Tenant, excepting if the Landlord does not desire to accept any improvements made by the Tenant on the premises excepting if any surface pavement installed by the Tenant, then the Tenant shall, at its own cost and expense, restore leased premises to the conditions existing immediately prior to the commencement of the Lessees use of the premises keep the premises and all parts thereof in a clean and sanitary condition and free from trash, inflammable material and other objectional matter. Tenant shall at its sole cost and expense, maintain and keep in good repair and safe order and condition, the entire premises ; including sidewalks, tenant shall during the term of the lease keep the premises and the sidewalks in front, free of ice, snow and debris.

Fifth- If a mechanic's lien is filed against the premises as a result of alterations, additions or improvements made by the Tenant, the Landlord, at its option, after thirty day's notice to the Tenant, may terminate this lease and pay the lien, without inquiring as to its validity ; and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in discharging the lien.

Sixth- Utilities and services furnished to the demised premises for the benefit of the Tenant shall be provided and paid for as follows : water by the Tenant ; gas by the Tenant ; electricity by the Tenant ; heat by the Tenant ; refrigeration by the Tenant, and hot water by the Tenant. The Landlord shall not be liable for any interruption or delay in any of the above services for any reason.

Seventh- The Landlord may enter the premises at reasonable hours of the day or night to examine the same, or to run telephone or other wires, or to make such repairs, additions or alterations as necessary for the safety, preservation or restoration of the improvements, or for the safety or convenience of the occupants or users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations) , or to exhibit the same to prospective purchasers and place a suitable " For Sale " sign. For three months before the expiration of the term, the Landlord may exhibit the premises to prospective tenants, and may place the usual " To Let " signs thereon.

Eight- In the event of the destruction of the demised premises or the building containing the premises during the term or previous thereto, or such partial destruction as to render the premises unfit for occupancy, or should the demised premises be so badly that the same cannot

be repaired within ninety days of such damage, the term shall, at the option of the Landlord, cease and become null and void from the date of such damage or destruction ; and the Tenant shall immediately surrender said premises and all the Tenant's interest therein to the Landlord, and shall pay rent only to the time of such surrender. The Landlord may re-enter and re- possess the premises discharged from this lease and may remove all parties. Should the demised premises be rendered untenable and unfit for occupancy, but yet be repairable within ninety days from damage, the Landlord may enter and repair the same with reasonable speed, the rent shall not accrue after damage or during repairs, but shall commence immediately after shall be completed. But if the premises shall be so slightly damaged as not be rendered untenable and unfit for occupancy, the Landlord shall repair them with reasonable promptness in the case the rent accrued and accruing shall not cease. The Tenant shall immediately notify the Landlord in case of fire or other damage to the premises.

Ninth- The Tenant shall comply with all laws, ordinances , regulations of the Federal, State, County and Municipal authorities applicable to the business conducted by the Tenant in the demised premises. The Tenant shall not do or permit anything to be done in the premises, or keep anything therein, which will increase the rate of fire insurance premiums on the improvements or any part thereof, or on property kept therein, or which will interfere with the rights of other tenants, or conflict with the regulations of the Fire Department or with any insurance policy upon said improvements or any part thereof. In the event of any increase in insurance premiums resulting from the Tenant's occupancy of the premises, or from any act or omission on the part of the Tenant, the Tenant agrees to pay said increase in insurance premiums on the improvement or contents thereof as additional rent.

Tenth- No, advertisement or notice shall be affixed to or placed upon any part of the demised premises by the Tenant, except in such manner, and of such size, design and color as shall be approved in advance in writing by the Landlord.

Eleventh- The Tenant shall observe the rules applicable to the demised premises, affixed to this lease, if any , as well as any other reasonable rules which shall be made by the Landlord. The Landlord may rescind any presently existing rules applicable to the demised premises, and make other and reasonable rules as, in its judgement, may be desirable for the safety, care and cleanliness of the premises, and for the preservation of good order, when so made and given to the Tenant, which rules, shall have the same effect as if originally made a part of this lease. Such rules shall not, however, be inconsistent with the Tenants rightful enjoyment of the demised premises.

Twelfth- If Tenant violates any covenant or conditions of this lease, or of the rules established by the Landlord , and upon failure to discontinue such violation within ten days after notice to the Tenant, this lease shall, at the option of the Landlord, become void, and the Landlord may re-enter without further notice or demand. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry, and the Tenant shall be liable for all loss or damage resulting from such violation as aforesaid. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition, nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the premises after the breach or violation.

Thirteenth- All notices and demands, incidental to this lease, or the occupation of the demised premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail or delivered to the Tenant at 525 Bramhall Avenue, Jersey City, New Jersey 07304. Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to the City of Jersey City Office of Real Estate located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302. All notices should be addressed to the attention of the Jersey City Real Estate Manager.

Fifteenth- If the property or any part thereof wherein the demised premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this lease, at the option of the Landlord, shall forthwith terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Sixteenth- No rights are to be conferred upon the Tenant until this lease has been signed by the Landlord, and an executed copy of the lease has been delivered to the Tenant.

Seventeenth- The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law.

Eighteenth- All of the terms, and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. However, in the event of the death of the Tenant, if an individual, the Landlord may, at its option, terminate this lease by notifying the executor or administrator of the Tenant at the demised premises.

Nineteenth- This instrument may not be changed orally.

Twentieth- Lessee shall indemnify and hold the Landlord and its officers, agents and employees harmless from any and all claims or personal injury, and property damage arising out of the Lessee's occupancy and use of the leased premises. Lessee shall defend any suit against the Landlord, and its officers, agents and employees from any claims for damage and accident resulting in such bodily injury or property damage, even if the claims are groundless, false or fraudulent.

Twenty-First- The Lessee shall provide insurance coverage to the Landlord indemnifying the Landlord from any liability in connection with the Lessee's use of the premises. The Landlord shall be named as an insured and the amount of the insurance shall be determined by the City of Jersey City Risk Manager.

Twenty-Second- The Landlord may cancel this lease during the term of this lease if Lessee is in default of any covenants or conditions hereunder.

Twenty-Third- Routine maintenance of the building and premises shall be the responsibility of Tenant. This includes but is not limited to floors and windows. Tenant shall be its sole cost and expense, maintain and keep in good repair and safe order and condition ; the entire demised premises ; including sidewalks. Tenant shall during the term of the lease keep the premises and the sidewalks in front free of ice, snow and debris.

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

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
City Clerk

BRIAN O'REILLY
Business Administrator

WITNESS:

Saint John's Baptist Church

BY: _____
Pastor Nolan M. Doby

City Clerk File No. Ord. 10-051

Agenda No. 3.1 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 10-051

TITLE:

ORDINANCE SUPPLEMENTING CHAPTER 53 (PERSONNEL) ARTICLE II (RESIDENCY REQUIREMENTS) OF THE JERSEY CITY CODE

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

A. The following supplements to Chapter 53 (Personnel) Article II (Residency Requirements) of the Jersey City Code are adopted:

§ 53-9 - Definitions.

As used in this Article, the following terms shall have the meanings indicated:

APPOINTING AUTHORITY - The officer who is empowered by law to appoint a person to an office or position in a department, agency or other administrative unit of the city.

DOMICILE - 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.

EMPLOYEE - All persons who are in the employ of the city and its agencies whether they be classified as "officers" or "employees" or "appointees" or "members of the board" or "Commissioners."

§ 53-10 - Domicile as condition of employment.

A. All employees shall, as a condition of their employment, maintain a bona fide domicile in this city during the period of their employment.

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 in the employ of this city.

C. 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 employee's bona fide domicile.
- (2) The address and telephone number of the employee's 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 § 53-12 of this Article shall not apply to employees occupying the offices and positions enumerated in N.J.S.A. 40A:9-1.1 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.*

*Editor's note—Editor's Note: Amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I.

§ 53-11. 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 this city.

§ 53-12. 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 employee's 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 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 as provided in § 53-10C of this Article.
- (2) Filing a false or incomplete affidavit.
- (3) Failure to establish a bona fide domicile within six (6) months as provided in § 53-10B of this Article.
- (4) Failure to continue to maintain a bona fide domicile in this city.

§ 53-13 - 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.

§ 53-14 - Newly employed department director's to be domiciled in this city

A. All persons, whether new hires or existing city employees, who are appointed to the position of department director, as defined in the Faulkner Act, on or after July 1, 2010, shall, as a condition of their employment, maintain a bona fide domicile in this city during the period of their employment as department director. Such persons shall have six (6) months from their date of appointment as department director to establish such domicile and shall continue to maintain such domicile in this city so long as they continue in the position as department director.

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

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

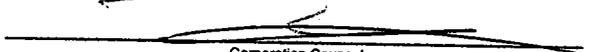
D. This ordinance shall take effect at the time and in the manner as provided by law.

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

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

**Pursuant to N.J.S.A. 40:69A-48.*

APPROVED AS TO LEGAL FORM



Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required
Not Required