City Clerk File No. Ord. 13.080

Agenda No. 3.A 1st Reading

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

ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 13.080

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER A351 (EXECUTIVE ORDERS AND ORDINANCES) OF THE JERSEY CITY CODE**

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

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

Fixed Salaries (Base without CPI)	**Title**
115,000	Business Administrator
110,000	City Clerk
110,000	Corporation Counsel
~~[110,000~~	~~Director, Department of Fire and Emergency Services]~~
100,000	Director, Department of Health and Human Services
100,000	Director, Department of Housing, Economic Development, and Commerce
~~[110,000~~	~~Director, Department of Police]~~
185,000	Director, Department of Public Safety
100,000	Director, Department of Public Works
100,000	Director, Department of Recreation
98,363	Mayor
100,000	Tax Assessor

B. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

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

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

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

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 For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic.*

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

JM/he
7/19/13

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. 13.080
TITLE: 3.A. JUL 3 1 2013 4.A.

Ordinance amending and supplementing Chapter A351 (Executive Orders and Ordinances) of the Jersey City Code. (Salary of Public Safety Director)

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013 8-0

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____moved to amend* Ordinance, seconded by Councilperson_____& adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

Steven Fulop, Mayor

Date_____

Date to Mayor_____

City Clerk File No. Ord. 13.081

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 13.081

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE III (MAYOR); ARTICLE VI (DEPARTMENT OF ADMINISTRATION); ARTICLE IX (DEPARTMENT OF PUBLIC WORKS); ARTICLE XI (DEPARTMENT OF POLICE); REPEALING ARTICLE XII (DEPARTMENT OF FIRE AND EMERGENCY SERVICES); ARTICLE XIII (DEPARTMENT OF HEALTH AND HUMAN SERVICES) OF THE JERSEY CITY MUNICIPAL CODE**

COUNCIL offered and moved adoption of the following Ordinance:

A. The following amendments to Chapter 3 (Administration of Government) are hereby adopted:

ADMINISTRATION OF GOVERNMENT

ARTICLE I - Title; Definitions
ARTICLE II - Council
ARTICLE III - Mayor
ARTICLE IV - Administrative Units
ARTICLE V - Office of City Clerk
ARTICLE VI - Department of Administration
ARTICLE VII - Fiscal Year
ARTICLE VIII - Office of Assessments
ARTICLE IX - Department of Public Works
ARTICLE X - Department of Housing, Economic Development and Commerce
ARTICLE XI - [~~Department of Police~~] Department of Public Safety
[~~ARTICLE XII - Department of Fire and Emergency Services~~] repealed in its entirety
ARTICLE [~~XIII~~] XII - Department of Health and Human Services
ARTICLE [~~XIV~~] XIII - (Reserved)*
ARTICLE [~~XV~~] XIV - Department of Law
ARTICLE [~~XVI~~] XV - Department of Recreation
ARTICLE [~~XVII~~] XVI - Agencies and Commissions

B. The following amendments to Chapter 3 (Administration of Government) Article III (Mayor) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE III
Mayor

§3-10. Through §3-19. No Change.

§3-19.1. [~~Mayor's Action Bureau~~] Resident Response Center Created; Head.

There is hereby created a ~~[Mayor's Action Bureau]~~ Resident Response Center, the head of which shall be the Director of the ~~[Mayor's Action Bureau]~~ Resident Response Center.

§3-19.2. Powers and Duties of the ~~[Mayor's Action Bureau]~~ Resident Response Center.

The ~~[Mayor's Action Bureau]~~ Resident Response Center shall:

A. ~~[Maintain a Mayor's Action Bureau for the purpose of handling citizens']~~ Accept and respond to constituents' complaints and inquires on all aspects of City services and operations to enhance ~~[citizen]~~ constituent confidence in government by expediting the handling of citizens' complaints and inquires in coordination with the various departments of City government and autonomous agencies.

B. Maintain an Office of Cultural Affairs, including but not limited to, the City Spirit Program and oversee events as the City Spirit Festival, cultural and heritage events, art shows, street fairs, outdoor concert series, holiday festivals and all other public cultural programs.

C. Be responsible for all fine, creative and performing arts programs from concept, planning, development and implementation to the development and provision of related and appropriated facilities.

D. Be responsible for the Diversity and Inclusion Office.

There is hereby created within the Resident Response Center a Diversity and Inclusion Office, which shall be the central coordination and oversight entity for the inter-department collaboration on issues impacting diversity, heritage and inclusion.

(1) Diversity Functions.

(a) Facilitate ethnic diversity and heritage events, art shows, street fairs, outdoor concert series, holiday festivals and all other ethnic heritage programs;

(b) Act as liaison for the City with other local, county, state and federal governmental agencies; community organizations and groups; nonprofit and faith-based organizations on issues involving diversity and heritage;

(c) Promote the recognition of the contributions of diverse cultures, ethnic groups, and heritage traditions to and within the City.

(2) Inclusion Functions.

(a) Oversee the implementation of a Citywide policy for immigrant integration;

(b) Collaborate existing City services and marshal existing resources to better serve the immigrant population in Jersey City;

(c) Work collaboratively with community organizations to facilitate the implementation of the delivery of services and programs to the public, foster successful integration of the immigrant population in the City, and ensure that public input into the process is consistently maintained;

(d) Provide guidance to and act as a resource for the immigrant constituents in the City to assist them through the maze of state, county and local resources that provide targeted services to immigrants, including referrals to nonprofit and faith-based organizations, English language acquisition, citizenship acquisition, accreditation and qualification services, and employment support;

(e) Strengthen the connections between immigrants and their communities through civic engagement, cultural activities and other opportunities;

(f) Reduce exploitation of immigrants by fraudulent enterprises, scams and confidence schemes.

(g) Act as a liaison to and serve as an exofficio member of the Immigrant Affairs Commission, and provide support services thereto.

E. Maintain an Office of Veteran's Affairs for the purpose of assisting veterans in applying for disability, educational, and other benefits that may exist under federal and state laws. Act as liaison on behalf of veterans with City, County, State and Federal Governmental Agencies. Assist veterans in understanding their veterans' preference rights in public employment and under various tax exemption statutes and other laws.

F. Maintain an Office of Senior Affairs for the purpose of assisting seniors in:

(1) Supervising the administration of various social, recreational, educational, and transportation for senior citizens.

(2) Organizing and operating senior citizen centers and the multipurpose services in relation thereto.

(3) Proposing and evaluating studies of senior citizen problems and programs and acting as city liaison with community groups involved in senior citizen affairs.

~~[B]~~G. Supervise the central telephone switchboard operation.

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

ADMINISTRATION OF GOVERNMENT
ARTICLE VI
Department of Administration

§3-39. Through §3-41. No Change.

§3-42. Organization of Department.

The Department of Administration shall consist of the following divisions and offices:

A. Division of Management and Budget.
B. Division of ~~[Personnel]~~ Human Resources.
C. Office of Municipal Public Defender.
D. Division of Purchasing and Central Services.
E. Division of Communications.
F. Reserved.
G. Reserved.
H. Division of Information Technology.
I. Reserved.
J. Reserved.
K. Reserved.
L. Reserved.
M. Office of Utility Management.
N. Division of Real Estate.
O. Division of Economic Opportunity.
P. Office of Risk Management.
Q. Division of Collections.
R. Division of Treasury and Debt Management.
S. Division of Accounts and Control.

T. ~~[Division]~~ Office of Pension.
U. ~~[Division]~~ Office of Payroll.
V. Division of Internal Audit.
W. Office of Tax Abatement.

§3-43. Through §3-44. No Change.

§3-45. Division of ~~[Personnel]~~ Human Resources.

A. Creation of the Division of ~~[Personnel]~~ Human Resources; Director in charge; qualifications of Director; functions.

There shall be a Division of ~~[Personnel]~~ Human Resources, the head of which shall be the Director of ~~[Personnel]~~ Human Resources. The Director shall, prior to his or her appointment, be qualified by training and experience in personnel management. In addition to the duties specified in this section, the Division of ~~[Personnel]~~ Human Resources shall be responsible for employee records and the administration of all federal, state, county and local public employment programs unless otherwise provided by law.

In consultation with the office of the Corporation Counsel, the Director of the Division shall:

(1) Design~~[s]~~ programs for the recruitment, selection and development of employment.

(2) Maintain~~[s]~~ liaison with state authorities engaged in enforcing personnel laws and regulations (Civil Service Department).

(3) Establish~~[es]~~ and maintains contact with officials and Department Directors.

(4) Participate~~[s]~~ actively in developing employment opportunities and operating policies.

(5) Coordinate~~[s]~~ recruitment announcements to optimize awareness of employment opportunities.

(6) Recommend~~[s]~~ review of job structures, employee evaluations, training and experience qualifications to improve entry and promotional opportunities.

(7) Keep~~[s]~~ abreast of developments and legislation regarding personnel policy and practices and ensures enforcement.

(8) Prepare~~[s]~~ clear, ethically sound, accurate and detailed reports containing findings, conclusions and recommendations.

(9) Prepare~~[s]~~ and implements a comprehensive Personnel Policy and Procedure Manual.

(10) Oversee the offices created hereunder.

B. Creation of Affirmative Action Compliance Office~~[r]~~; duties. Within the Division of ~~[Personnel]~~ Human Resources there shall be an Affirmative Action Office~~[r who shall]~~ that, under ~~[the direction of]~~ the Division Director, shall perform the following duties:

(1) Establish an affirmative action liaison in each department.

(2) Coordinate and establish affirmative action goals in each department.

(3) Evaluate and prepare the City's Affirmative Action Plan.

(4) Investigate and resolve complaints of discrimination from employees and applicants using state regulations concerning employment with the city.

(5) Maintain liaison with federal and state authorities engaged in the enforcement of

equal employment opportunity laws and regulations.

(6) Maintain statistical data on the composition of the work force in compliance with the Civil Rights Act of 1964 and other mandated legislation, i.e., Equal Pay Act of 1963, Age Discrimination Act of 1978, Vietnam Veterans and Handicapped Acts.

(7) Coordinate activities with the Personnel Division concerning employment, training and development programs which will tend to equalize employment opportunities for women and minorities.

(8) Maintain a working liaison with equal employment opportunity program representatives of federal and state agencies to ensure compliance with the law.

(9) Prepare clear, technically sound, accurate and detailed reports containing findings, conclusions and recommendations.

C. Creation of the Office of Pension; duties. There is hereby created within the Department of Administration, the Division of Human Resources, the Office of Pension, which shall perform the following duties:

(1) Administer operations for all municipal employees.

(2) Supervise the administration, but not the investment, of all pension funds of the city and retirements with respect thereto, including the Police and Fire Departments.

(3) Application and execution of pension payments to retired employees, in accordance with the Noncontribution Pension Act, N.J.S.A. 43:8B-1 et seq., and all other pension programs within his or her jurisdiction, in addition to assisting and advising applicants in filing retirement applications.

(4) Review retirement applications and personnel action forms prior to making recommendations to their respective Directors and pension supervisors as to the pension category in which the individual shall be placed.

(5) Compile semimonthly pension payrolls for the municipal employees' pension fund and other statutory pension payments except for the police and fire fighter's pensions which shall be the responsibility of the Police and Fire Departments' fiscal officers.

(6) Be the liaison between the City and the Public Employees' Retirement System (PERS) and the various pension funds, and compile data for enrollment into PERS in cases complying with established rules of that fund.

(7) Establish acceptable and workable records of all pension assessment collections with the approval of the Division of Accounts and Control; accept all moneys deducted from salaries of municipal employees who are members of all pension funds and deposit the same; and prepare monthly financial reports and transmittals to the New Jersey PERS, together with a quarterly financial report.

(8) Arrange for physical examinations in accordance with the various pension acts; receive medical reports from physicians; and in certain cases establish and maintain a record for the purpose of reducing pension payments in certain cases where social security integration is part of their pension.

(9) Prepare annual budgets for the semimonthly pension payments to all pensioners whose names are carried on the rolls of the city; prepare salary budget and budget for the office supplies for proper maintenance of the Division of Pension, together with all duties pertinent to the enrollment and retirement of all employees of the city with exception of uniform police and firemen.

(10) Advise and make recommendations for retirements and act as the certifying agent for the Social Security Administration.

The Pension Commission of the Employees' Retirement System of the City is continued within the Department of Administration and shall be constituted and have the functions, powers and duties as provided by law (N.J.S.A. 43:13-22.50 et seq.).

D. Creation of the Office of Payroll; duties. There is hereby created within the Department of Administration the Division of Human Resources, the Office of Payroll, which shall perform the following duties:

(1) Administer payroll operations for all municipal employees.

(2) Administer a centralized timekeeping system for city employees.

(3) Provide for the use and installation of a central payroll system.

§3-46. Through §3-60.6. No Change.

§3-60.7. Repealed in its Entirety.

§3-60.8. Repealed in its Entirety.

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

ADMINISTRATION OF GOVERNMENT
ARTICLE IX
Department of Public Works

§3-66. No Change.

§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, Engineering, Traffic and Transportation.

[~~B. Division of Engineering, Traffic and Transportation.~~]

[~~C~~]B. Division of Buildings and Street Maintenance.

[~~D~~]C. Division of Automotive Maintenance.*

[~~E~~]D. Division of Park Maintenance.

[~~F~~]E. Division of Neighborhood Improvement.

F. Division of Sanitation

§3-68. Division of Architecture, Engineering, Traffic and Transportation

A. Creation of the Division of Architecture, Engineering, Traffic and Transportation: Director of Architecture, Engineering, Traffic and Transportation in charge. There is hereby created within the Department of Public Works a Division of Architecture, Engineering Traffic and Transportation, the head of which shall be the [~~Chief Architecture~~] Director of Architecture, Engineering, Traffic and Transportation [~~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)~~]B. ~~[Division of~~]Architecture [f]Functions. [~~Under the direction and supervision of the Director of Public Works, the Division of Architecture shall:~~] Within the Division there shall be an Office of Architecture which reports to the Director of the Division and which shall:

[~~(a)~~] (1) provide architectural services for the construction, reconstruction. maintenance, rehabilitation and demolition of public buildings, parks and related facilities. Produce plans and specifications under signature and seal of a licensed architect.

[~~(b)~~] (2) provide for the structural maintenance, repair and alteration of all public buildings and parks owned or operated by the City of Jersey City.

[~~(c)~~] (3) establish standards and procedures for the control, use and care of all city-owned equipment, materials and supplies in the custody of the ~~[Division]~~ Office.

[~~(d)~~] (4) supervise the performance of all contracts for public works related capital improvement projects and certify the amounts due and payable thereunder.

[~~(e)~~] (5) provide for the preparation of plans and specifications for the construction-repair, alteration and demolition of all City building and structures.

[~~(f)~~] (6) set standards for the construction, reconstruction and maintenance of all facilities in and/or on public lands.

[~~(g)~~] (7) be responsible for grant coordination and control and preparation of all plans and specifications for public works and capital improvements.

[~~(2)~~] (8) Enforce the following section of the City Code and issue summonses for violation of this section:

(a) Chapter 134. Contractors

C. Engineering Functions.

Within the Division there shall be an Office of Engineering which reports to the Director of the Division. The Office of Engineering shall comply with N.J.S.A. 45:8-27 et seq., governing the licensing and practice of professional engineers and all other applicable laws. Under the Director of the Division, the Office of Engineering would perform or oversee the performance of the following:

(1) 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) 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 shall designate an inspector(s) who shall have the authority and duties as provided by the Jersey City Municipal Code but shall report to the Division Director.

(9) The Office of Engineering under the direction of the Division Director 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.

D. 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 if 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 arid 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 Architecture, Engineering, 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 Division Director. 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 Division Director 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.

[~~§ 3-68.1. Division of Engineering, Traffic and Transportation~~] Repealed.

§3-69. Through § 3-71.1. No Change

§3-71.2. Division of Neighborhood Improvement.

A. No change.

B. No change.

C. 1-6. No change.

(7) Chapter 287-41 to 287-49 (Recycling)

§3.72. Division of Sanitation

A. Creation of the Division of Sanitation, Director of Sanitation in charge. Functions. There is

hereby created within the Department of Public Works a Division of Sanitation, the head of which shall be the Director of the Division of Sanitation. The Division of Sanitation shall perform the following functions:

B. Trash Collection functions:

(1) Place and remove of public litter baskets and receptacles at locations to be designated by the Director of Public Works and the Business Administrator or his designee;

(2) Remove and dispose of refuse from public litter baskets and receptacles, and from City-owned lots and from within City-owned vacant buildings;

(3) Inspect and enforce sanitation ordinances and remove refuse from privately owned lots;

(4) Maintain accurate records concerning the cost of labor and materials it expends in order to remove refuse from each privately owned lot and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners.

C. Demolition functions:

(1) Demolish buildings and structures as requested by the City's Construction Code Official and/or Director of Architecture, Engineering, Traffic and Transportation.

(2) Maintain accurate records concerning the cost of labor and materials expended in order to demolish each building and forward a statement of costs to the Tax Collector so as to enable the filing of a lien should reimbursement for such costs from the private owner, not be forthcoming.

(3) Conduct inspections and enforce demolition ordinances;

D. Street Sweeping functions:

(1) Sweep and clean designated City streets by use of mechanical street sweeping equipment in accordance with the current City schedule and practice;

(2) Remove and dispose of refuse from streets and City-owned parking areas.

(3) Snow plowing, salt spreading and snow removal.

(4) Inspect and enforce removal and disposal of refuse and snow/ice removal ordinances;

E. Solid Waste/Recycling Functions:

(1) Implement the existing Solid Waste, Recycling Program, concerning the collection and disposal of all materials generated within the City from any residential, commercial or residential property.

(2) Ensure compliance with applicable sections of the Jersey City Code and all state and county laws including but not limited to "The Solid Waste Management Act," N.J.S.A. 13:1E-1 et seq.; "The Recycling Enhancement Act," N.J.S.A. 13:1E-96.2 et seq.; and "New Jersey Statewide Mandatory Source Separation and Recycling Act," N.J.S.A. 13:1E-99.32 et seq.

(3) Conduct inspections and enforce storage, collection and disposal of solid waste and recycling ordinances;

F. Graffiti Removal Services:

(1) Remove graffiti from municipal, commercial and residential dwellings;

(2) Provide all personnel needed to perform the services and purchase (and maintain in good repair) any capital equipment as is reasonably necessary to carry out its obligations;

(3) Maintain accurate records concerning the cost of labor and materials it expends in order to remove graffiti from each privately owned residential dwelling and forward a statement of costs to the Tax Collector so as to enable the City to file a lien and seek reimbursement for such costs from the private owners. The owner of record shall be entitled to a written notice of the order to remove graffiti, which notice shall be delivered to the owner by certified and regular mail and provide for 90 days to remove the graffiti from the date the notice is sent. The notice shall contain a form to be utilized by the property owner to inform the City that the graffiti has been removed. The owner may object to the order of removal within 30 days of the date of the order. If the owner does not remove the graffiti, unless an action challenging the order to remove is still pending, the City shall remove the graffiti, present the owner with an itemization of cost by certified mail and if unpaid, the governing body may assess the cost as a municipal lien, all in accordance with N.J.S.A. 40:48-2.59.

E. The following amendments to Chapter 3 (Administration of Government) Article XI (Department of Police) are hereby adopted are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE XI
~~[Department of Police]~~ Department of Public Safety

§3-83. Through **§3-92.** Repealed in its entirety, except for §3-85.1, Off-duty employment.

§3-83. Department created; head; divisions.

There is hereby established the Department of Public Safety, the head of which shall be the Director of Public Safety. The Department of Public Safety shall consist of the Division of Police, the Division of Fire and Emergency Services, and the Division of Communication and Technology.

§3-84. Director of Public Safety.

A. The Director of Public Safety shall be qualified by training and experience for the duties of the position and shall have the following qualifications, unless said qualifications are waived by affirmative vote of at least 2/3 of the entire Council: a minimum of 10 years experience as a member of a police department, fire department or other law enforcement agency, five years of which shall have been in a supervisory and administrative capacity.

B. The Director of Public Safety shall be responsible for the administration, regulation and discipline of the Division of Police, Division of Fire, and Division of Communications and Technology.

C. The Director of the Department of Public Safety can appoint an Assistant Director and assign such person duties as desired. The person appointed as Assistant Director of Public Safety shall be qualified by training and experience for the duties of the position. The person shall not be appointed unless he or she meets the following minimum qualifications, unless said qualifications are waived by affirmative vote of at least 2/3 of the entire Council: a minimum of 10 years experience as a member of a police department, fire department or other law enforcement agency, five years of which shall have been in a supervisory and administrative capacity.

If the experience of the Director is as a member of a police department, then the experience of the Assistant Director shall be as a member of a fire department. If the experience of the Director is as a member of a fire department, then the experience of the Assistant Director

shall be as a member of a police department.

D. The Director of Public Safety shall report to the Mayor with recommendations related to conditions of the Department and its improvements and needs.

E. The Director may employ special law-enforcement officers in accordance with N.J.S.A. 40A:14-146.8 et. seq., "Special Law Enforcement Act";

F. The Director of Public Safety shall:

(1) keep abreast of the public safety requirements of the City and formulate policies, plans and procedures to determine needs;

(2) develop organization, manpower and resource recommendations and, upon approval of same, effect their implementation;

(3) establish performance criteria for the Department as a whole as well as its individual members and conduct periodic evaluations to assure compliance with those criteria;

(4) establish and maintain relations with school, civil and private organizations to assure a full understanding of the public safety effort;

(5) conduct public relations and public information programs on behalf of the Department in order to maintain the required relationship between the department and the citizens of the City of Jersey City;

(6) promote a close liaison with the various agencies of the City of Jersey City, and to attend meetings of the City Council to better coordinate the functioning of the Division of Police, Division of Fire, and Division of Communications and Technology with the work of all municipal agencies.

(7) regularly review the ordinances of the City of Jersey City dealing with public safety.

SUB-ARTICLE I
Division Of Police

§3-85. Creation of the Division of Police; Police Chief in charge.

There shall be a Division of Police, the head of which shall be the Chief of Police.

A. Pursuant to N.J.S.A. 40:69A-60.7, the Mayor may appoint a Chief of Police who shall have served as a superior police officer and possess at least five years' administrative and supervisory police experience.

B. Under the direction of the Director of Public Safety, the Chief of Police shall:

(1) Administer and enforce rules and regulations and special emergency directives for the disposition and discipline of the force and its officers and personnel.

(2) Have, exercise, and discharge the functions, powers and duties of the division.

(3) Prescribe the duties and assignments of all subordinates and other personnel.

(4) Delegate such authority as necessary for the efficient operation of the division.

(5) Report at least monthly to the Director of Public Safety in such form as shall be prescribed by the Director on the operation of the division during the preceding month, and make such other reports as may be requested.

§3-86. Solicitations restricted.

No member of the Department of Public Safety, Division of Police shall solicit or accept anything of value as consideration for or in connection with the discharge of his or her official duties. No such member shall solicit the sale of tickets in connection with any fund-raising campaign or request contributions directly or indirectly for the same or solicit anything of value for the benefit of himself or herself or other members of the Department of Public Safety, Division of Police or any other group or organization without written permission of the Director.

§3-87. Special law enforcement officers.

A. The Director of Public Safety shall have the power to appoint special law-enforcement officers in accordance with the provisions of the Special Law Enforcement Officers Act, N.J.S.A. 40A:14-146.8 et seq. The compensation of such officers shall be determined by Executive Order of the Mayor of the City of Jersey City.

SUB-ARTICLE II
Division of Fire and Emergency Services

§3-88. Creation of the Division of Fire and Emergency Services

There shall be a Division of Fire and Emergency Services, the head of which shall be the Fire Chief. Within the Division of Fire and Emergency Services, there shall be the Bureaus of Fire Operations and Fire Prevention.

A. The Bureau of Fire Operations shall perform the following functions:

(1) Provide fire-fighting service for the extinguishment of fires and the necessary and incidental protection of life and property throughout the city and upon vessels in any waters within the city or upon any dock, wharf, pier, warehouse or other structure bordering upon or adjacent to such waters and provide for the local enforcement of the Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq., as authorized in accordance with N.J.S.A. 52:27D-202.

(2) Subject to the approval of the Director of Public Safety, make, administer and enforce regulations for the control, disposition and discipline of the Division of Fire and Emergency Services, its officers and employees and for the establishment and maintenance of fire stations and the disposition, use and care of its equipment and apparatus.

(3) Direct or cause any vessel moored to or anchored near any dock or pier or in any waters within the city to be removed to and secured at such place as shall be designated by the Director whenever any such vessel shall be a fire or in danger of igniting or may be by reason of its conditions or the nature of its cargo a menace to life or property.

(4) Designate the location of fire alarm, telegraph and signal stations in the city and operate, repair and maintain a fire alarm and signal system.

(5) Investigate the cause, circumstances and origin of fires and report to the police and to the County Prosecutor every case of suspicion of arson.

(6) Have power to inspect and test any automatic or other fire alarm system or fire extinguishing equipment.

(7) Be authorized to enter upon, without fear or hindrance, all premises, grounds, structures, buildings, vessels and passages, whenever necessary, in the performance of his or her duties.

(8) Operate a training program to maintain and improve the fire-fighting efficiency of the members of the Department.

(9) Maintain a Bureau of Fire Prevention and administer the Uniform Fire Code, except as therein otherwise provided.

(10) All regulations previously issued by the Fire Chief shall remain in effect until repealed by the Director.

(11) The Director shall file copies of all regulations with the City Clerk. The failure to file any regulation shall not affect its validity.

B. Bureau of Fire Prevention shall perform the following functions:

The Uniform Fire Safety Act, N.J.S.A. 52:27D-192 et seq. The Bureau of Fire Prevention shall conduct periodic inspections of Life Hazard Use Occupancies required by the Uniform Fire Code on behalf of the Commissioner of the New Jersey Department of Community Affairs.

§3-89. Rules and regulations.

A. The 1937 Edition of the Rules, Regulations and Manual of Instructions consisting of 412 pages is hereby adopted, ratified and promulgated as and for rules of the Department of Public Safety.

B. All the other rules, regulations and general orders promulgated since 1937 by the Chief or the Director of Public Safety which have been transmitted to the City Clerk, are hereby ratified, adopted and promulgated as the rules and regulations governing the Department of Public Safety.

§3-90. Division of Communications and Technology.

A. There is hereby created within the Department of Public Safety the Division of Communications and Technology, the head of which shall be the Director of Communications.

B. The Division of Communications and Technology shall include the following subdivisions:

(1) Centralized radio repair; and

(2) Centralized radio room.

§3-91. Division of Parking Enforcement - Reserved.

§3-92. Reserved.

F. The following amendments to Chapter 3 (Administration of Government) Article XII (Department of Fire and Emergency Services) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
~~[ARTICLE XII]~~
~~[Department of Fire and Emergency Services]~~

§3-93. Through **§3-98.** Repealed in its entirety.

G. The following amendments to Chapter 3 (Administration of Government) Article XIII (Department of Health and Human Services) are hereby adopted:

ADMINISTRATION OF GOVERNMENT
ARTICLE XIII
Department of Health and Human Services

§3-99. No Change.

§3-100. Organization of Department.

Within the Department of Health and Human Services there shall be the following divisions and offices:

A. Division of Health.

B. Division of Clinical Services.

~~[C. Division of Cultural Affairs.]~~

~~[D. Division of Senior Citizen Affairs.]~~

§3-101 Through §3-103 No Change.

~~**[§3-104. Division of Cultural Affairs.]**~~

~~[A. Creation of Division of Cultural Affairs; Director of the Division of Cultural Affairs in charge. Under the direction of the Director of the Department of Health and Human Services, the Division of Cultural Affairs shall:~~

~~(1) Be responsible for all fine, creative and performing arts programs from concept, planning, development and implementation to the development and provision of related and appropriated facilities;~~

~~(2) Administer the City Spirit Program and be responsible for such events as the City Spirit Festival, cultural and heritage events, art shows, street fairs, outdoor concert series, holiday festivals and all other public cultural programs.]~~

~~**[§3-104.1. Office of Veteran's Affairs.]**~~

~~[A. Creation of the Office of Veteran's Affairs; Director of Veteran's Affairs in charge. There is hereby created within the Department of Health and Human Services under the Division of Cultural Affairs, the Office of Veteran's Affairs, the head of which shall be the Director of the Office of Veteran's Affairs.]~~

~~[B. The Office of Veteran's Affairs shall:~~

~~(1) Maintain an Office of Veteran's Affairs for the purpose of assisting veterans in applying for disability, educational, and other benefits that may exist under federal and state laws.~~

~~(2) Act as liaison on behalf of veterans with City, County, State and Federal Governmental Agencies.~~

~~(3) Assist veterans in understanding their veterans' preference rights in public employment and under various tax exemption statutes and other laws.]~~

§3-104.2 No Change.

§3-105. Division of Health.

A. No Change.

B. Division of Health; functions.

(1) Under the supervision and direction of the Director of Health and Human Services, the Division of Health shall:

(a) Administer the state laws and provisions of this Code which confer functions, powers and duties upon a board or department of health or a local health officer.

(b) Enforce the state laws and the provisions of the Jersey City Code for the prevention and control of disease and perform the related inspections essential thereto, including any provisions herein and in state laws relating to industrial hygiene and to air pollution.

(c) Prepare and supply statistical and educational material for purposes of internal administration and reporting or for public education.

(d) Administer a public health nursing service and a parochial school health program.

(e) Operate a child health clinics and other public health clinics.

(f) Arrange for the following services, to be performed either in-house or by outside contractor:

[1] For bacteriological and chemical analysis of milk, food and water;

[2] For the diagnosis and control of communicable diseases; and

[3] For research requirements of other city departments.

(g) Establish and implement a sterile syringe access program in the form and manner consistent with state law and in accordance with the Blood Borne Disease Harm Reduction Act.

(h) Administer the lead testing notification program for all licensed Day Care Center operators established under Section 182-35 of the Jersey City Code and licensed by the State of New Jersey pursuant to N.J.S.A. 30:5B-3.

(i) Supervise the administration of various health service programs for senior citizens.

(2) All departments and agencies of the City of Jersey City shall cooperate with the Division of Health and provide the Division with any requested information necessary to administer state laws and provisions of this code and to carry out the functions and duties of the Division.

§3-106. Through §3-108. No Change.

§3-109. Repealed in its entirety.

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

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

J. This ordinance shall take effect at the time and in the manner as provided by law; however, the amendments to Section 3.72 (B) and (E), Division of Sanitation, concerning garbage disposal and solid waste/recycling shall only take effect should the Municipal Council decide to dissolve the Jersey City Incinerator Authority and the dissolution is approved by the Local Finance Board pursuant to N.J.S.A. 40A:5A-20.

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

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

/he
7/29/13

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐
Not Required ☐

13-081

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230

July 29, 2013

Rolando R. Lavarro, Jr., Council President
and Council Members
280 Grove Street
Jersey City, NJ 07302

Dear Council President and Council Members:

Attached please find the draft of the Ordinance amending Chapter Three, Articles 3, 6, 9, 11, 12 and 13 of the City of Jersey City (the "City") Municipal Code.

These amendments will result in considerable savings to the City's taxpayers by reducing management and administrative costs, eliminating inefficiencies and duplication, and reducing opportunities for waste due to mismanagement.

Equally important as cost reduction and taxpayer savings, these amendments will improve how the City's Departments operate by streamlining access to information on how the City provides essential services, facilitating synergy between previously separate Departments, Divisions and Agencies, improving communication between Departments, and simplifying how residents interface with the City.

Public Safety:

The amendments to Article XI combine the Departments of Police and Fire, creating a single Department of Public Safety. The amendments also create a Division of Communication and Technology, combining the existing Police and Fire communications bureaus.

The new Department of Public Safety will consist of the Divisions of Police, Fire and Communication and Technology. The Director of the Department of Public Safety will have power and control over the above-mentioned Divisions, and shall assume the duties formerly held by the Police and Fire Directors, such as budgeting, discipline, hiring, and policy. The Director will also assume the responsibility for budgeting the Division of Communication and Technology.

The establishment of the Department of Public Safety will result in the opportunity to eliminate duplicative services due to the increase in streamlined processes resulting from the central functions of the Police and Fire Departments being condensed. Attached please find a spreadsheet detailing a preliminary analysis of potential savings that will be realized by enacting the within ordinance. Examples of potential efficiencies include:

- Integration of the fiscal offices of the Police and Fire Departments.
- A single purchasing office for all named Divisions under the new Department.
- The combination of personnel/human resources departments.
- The streamlining of response to emergencies by Police and Fire.
- Integration of the marine units in the Police and Fire Departments.

- Integration and upgrade of Police and Fire communications and technology. This includes radio, dispatch and video camera technology.
- Ability to employ "special law enforcement officers" in the Municipal Court as well as for other purposes. This will decrease the cost of providing security at the Courthouse, which has otherwise utilized Jersey City Police Officers.

Public Works:

The amendments to Article IX consolidate two Divisions within the Department of Public Works ("DPW"). Specifically, the amendments combine the Division of Architecture and the Division of Engineering, Traffic and Transportation into a single Division.

The intent is to combine all functions under one Division within the DPW. This will eliminate duplicative efforts within the current Divisions, conserve resources within the DPW, streamline services, and make services more efficient for constituents.

The amendments also create the Division of Sanitation under the DPW. The Division of Sanitation will provide the following essential services:

- Demolition;
- Street Sweeping (which includes snow/ice removal);
- Solid Waste/Recycling; and
- Graffiti Removal.

The amendments will create the necessary framework for the City to partner with the Jersey City Incinerator Authority ("JCIA") to determine how best to provide essential services going forward. The amendments also authorize the DPW to conduct enforcement activities in tandem with the JCIA.

Resident Resource Center:

The amendments to Article III rename the Mayor's Action Bureau to the Resident Resource Center ("RRC"). The RRC will be a constituent-focused center that will provide "one-stop shopping" for constituent needs. The RRC will eliminate constituents being forced to go from Department to Department to obtain information or have their needs addressed. The RRC will ensure that constituents will no longer need to spend endless hours winding through the labyrinth of government to determine what services are needed or where they are located. This reorganization makes the City directly accountable to its constituents and places a direct emphasis on customer service.

Towards that end, three Divisions will be centralized in the RRC, namely Cultural Affairs, Senior Affairs, and Veterans Affairs. These Divisions currently are located in the Department of Health and Human Services. Bringing them under the RRC typifies how the RRC will function as a more

efficient umbrella for constituent needs. The amendments make it possible for the RRC to prioritize dedication to service of individuals and the community as a whole in an issue-oriented and expeditious manner.

In addition, the Mayor is dedicating himself to the incredible diversity found at every corner of every Ward. Accordingly, the newly-created programs of Diversity and Inclusion within the RRC will marshal existing local, county, state and federal resources to address the unique needs of immigrants seeking integration, as well as promote the celebration and recognition of contributions made by diverse cultures, ethnic groups, and heritage traditions within the City.

Human Resources:

The amendments to Article VI rename the Division of Personnel to the Division of Human Resources. The Division Director will continue to report to the Business Administrator but will also work in consultation with an attorney in the Law Department. This ensures that critical personnel decisions are consistent with prevailing legal standards and requirements, and enables the City to reduce or avoid unnecessary litigation.

The amendments to Article VI will bring together the Office of Pensions and the Office of Payroll under one Division and the supervision of one Director. These offices currently function independently of one another and often do not coordinate efforts, resulting in wasted resources and inefficient processing. These amendments will enable the City to streamline the services it provides to its workforce. Moreover, it is anticipated that combining these offices under one Division and one Director will expose redundant and duplicative services, increasing opportunities to streamline government and eliminate waste. The essential duties of these offices remain unchanged.

Respectfully submitted,

Jeremy Farrell, Corporation Counsel

PUBLIC SAFETY DEPARTMENT

#	LOCD	Salary	CIVIL SERVICE TITLE
1	DIRECTOR'S OFFICE	$185,000	DEPARTMENT DIRECTOR
2	DIRECTOR'S OFFICE	$125,000	DEPUTY DIRECTOR
3	DIRECTOR'S OFFICE	$71,135	CHF CLK
4	DIRECTOR'S OFFICE	$54,000	CLERK 1
		$435,135	

1	FISCAL BUREAU	$47,483	CLERK 3
2	FISCAL BUREAU	$47,763	KEYBOARDING CLERK 1
3	FISCAL BUREAU	$50,600	SR CLK
4	FISCAL BUREAU	$61,307	FISCAL OFFICER
5	FISCAL BUREAU	$62,731	SPVR ACCTS
6	FISCAL BUREAU	$63,931	OFC SUPERVISOR
7	FISCAL BUREAU	$65,042	FISCAL ANALST
		$398,857	

TOTAL PUBLIC SAFETY DEPT $833,992

CURRENT POLICE/FIRE DEPTS $1,177,104

SAVINGS $343,112

NOTE: Grants should move to a centralized City grant office.

FISCAL BUREAU DUTIES AND RESPONSIBILITIES

- department purchasing and accounts payable (requisitions, purchase orders & payment vouchers)
- initiate personnel actions (hiring, terminating, disciplinary, status change, etc)
- review and process all sworn and civilian overtime payments
- initiate contractual payments (salary increases & special payrolls)
- process pension paperwork (enrollment, retirement &process quarterly employee reports)

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

ORDINANCE NO. Ord. 13.081

TITLE: 3.B. JUL 3 1 2013 4.B.

Ordinance amending and supplementing Chapter 3 (Administration of Government) Article III (Mayor); Article VI (Department of Administration); Article IX (Department of Public Works); Article XI (Department of Police); repealing Article XII (Department of Fire and Emergency Services) Article XIII (Department of Health and Human Services); of the Jersey City Municipal Code.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____ moved to amend* Ordinance, seconded by Councilperson_____ & adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

Steven Fulop, Mayor

Date_____

Date to Mayor_____

City Clerk File No. Ord. 13.082

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 13.082

TITLE: **ORDINANCE AMENDING ORDINANCE 13-061 THAT APPROVED A 30 YEAR TAX EXEMPTION FOR A LOW INCOME SENIOR CITIZEN AND SPECIAL NEEDS AFFORDABLE HOUSING PROJECT FOR OCEAN GREEN SENIOR APARTMENTS, L.P., PURSUANT TO THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ TO INCREASE THE NUMBER OF "SPECIAL NEEDS" UNITS FROM 5 TO 11**

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

WHEREAS, Ocean Green Senior Apartments, L.P., is the owner of certain property known as: Block 1999, Lots 12.E and 34, on City's Tax map and more commonly known by the street address of 742-748 Ocean Avenue, Jersey City, New Jersey [Property]; and

WHEREAS, Ocean Green Senior Apartments, L.P., is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; and

WHEREAS, Ocean Green Senior Apartments, L.P., proposed to construct a housing project to be regulated and financed pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency [HMFA] Law, N.J.S.A. 55:14K-1 et seq. on the Property; and

WHEREAS, by application dated June 22, 2011, Ocean Green Senior Apartments, L.P., applied for a 30 year 10% of Annual Gross Revenue tax exemption for a five (5) story building to be constructed on the Property, to create a total of 44 dwelling units to be occupied by and at rents affordable to, low income families, especially senior citizens, including five (5) special needs units, one (1) superintendent unit, and 23 off street parking spaces [Project]; and

WHEREAS, special needs persons are defined by the United States Department of Housing and Urban Development as persons with physical or mental disabilities; and

WHEREAS, by letter dated June 18, 2013, Ocean Green Senior Apartments, L.P., advised that it needed to increase the number of special needs units from five (5) to eleven (11) as defined by the United States Department of Housing and Urban Development, in order to qualify for certain federal low income tax credits administered by the NJHMFA; and

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

1. The City will apply to receive credit for creating 44 units of low income rental housing against the units needed within the City of Jersey City as determined by the New Jersey Council on Affordable Housing;

2. There is an especially compelling need for decent safe and affordable housing for low income families, especially for special needs persons, who are currently paying over 30% of their income for housing; and

ORDINANCE AMENDING ORDINANCE 13-061 THAT APPROVED A 30 YEAR TAX EXEMPTION FOR A LOW INCOME SENIOR CITIZEN AND SPECIAL NEEDS AFFORDABLE HOUSING PROJECT FOR OCEAN GREEN SENIOR APARTMENTS, L.P., PURSUANT TO THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ TO INCREASE THE NUMBER OF "SPECIAL NEEDS" UNITS FROM 5 TO 11

3. The construction of the improvements will create 80 construction jobs and 4 full-time jobs and stabilize the neighborhood; and

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

1. The reduced tax payments allow the owner to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project;

2. The reduction in taxes and increase in special needs units makes the Project attractive to investors of low income housing tax credits and makes the project eligible for enhanced financing from the New Jersey Housing and Mortgage Finance Agency, needed to fund the Project; and

3. The reduced tax payments will also allow the owner to maintain the low income units at the lowest rents possible within the income guidelines; and

4. The project will provide 44 units of low income affordable housing, 11 of which shall be special needs units, which advances an inherently beneficial public purpose notwithstanding that the City's impact analysis, on file with the Office of the City Clerk, indicates that the service charge will not support the cost of providing municipal services to the Project; and

WHEREAS, Ocean Green Senior Apartments, L.P., site plan application was approved on August 3, 2011; and

WHEREAS, Ocean Green has certified that the terms of its application have not changed, except for the increase of six (6) additional special needs units for a total of eleven (11) special needs units as defined by the United States Department of Housing and Urban Development.

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

1. The application of Ocean Green Senior Apartments, L.P., a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; for a tax exemption, a copy of which is on file in the office of the City Clerk, is hereby approved subject to the following terms and conditions:

(a) Term: 30 years;

(b) Service Charge: 9% of Annual Gross Revenue for years 1 through 15, estimated to be $27,911; and 12% of Annual Gross Revenue for years 16 through 30;

(c) Administrative Fee: 2% of the prior year's Annual Service Charge, or $558;

(d) Project: 44 units of rental housing for low income families, especially senior citizens, 11 of which units shall be occupied by special needs persons as defined by the United States Department of Housing and Urban Development; and

ORDINANCE AMENDING ORDINANCE 13-061 THAT APPROVED A 30 YEAR TAX EXEMPTION FOR A LOW INCOME SENIOR CITIZEN AND SPECIAL NEEDS AFFORDABLE HOUSING PROJECT FOR OCEAN GREEN SENIOR APARTMENTS, L.P., PURSUANT TO THE NEW JERSEY MORTGAGE HOUSING FINANCE AGENCY LAW N.J.S.A. 55:14K-1 ET SEQ TO INCREASE THE NUMBER OF "SPECIAL NEEDS" UNITS FROM 5 TO 11

(e) Property: Block 1999, Lots 12.E and 34, on the City's Tax map and more commonly known by the street address of 742-748 Ocean Avenue, Jersey City, New Jersey.

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

3. This Ordinance will sunset and the Tax Exemption will terminate unless the Entity receives approval of financing from the NJHMFA, which must now occur no later than May 24, 2015.

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

5. 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.

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

7. The City Clerk and Corporation Counsel be and 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
6/25/13

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED:

APPROVED:

Business Administrator

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

ORDINANCE NO. Ord. 13.082
TITLE: 3.C. JUL 3 1 2013 4.C.

Ordinance amending Ordinance 13.061 that approved a 30 year tax exemption for a low income senior citizen and special needs affordable housing project for Ocean Green Senior Apartments, L. P., pursuant to the New Jersey Mortgage Housing Finance agency Law N.J.S.A. 55:14K-1 et seq to increase the number of "Special Needs" Units from 5 to 11.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013 8-0

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____moved to amend* Ordinance, seconded by Councilperson_____& adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

Steven Fulop, Mayor

Date_____

Date to Mayor_____

Rev. 7-15-13
HMFA
N.J.S.A. 55:14K-1 et seq.

Re: 742-748 Ocean Avenue
Block 1999, Lots 12.E and 34
Bergen-Lafayette Redevelopment Plan Area

PREAMBLE

THIS SECOND AMENDED FINANCIAL AGREEMENT, [Agreement] made this ___day of____, 2013, by and between **OCEAN GREEN SENIOR APARTMENTS, L.P.**, is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency N.J.S.A. 55:14K-1 et seq., having its principal office 853 Summit Avenue, Jersey City, New Jersey 07307, 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, Ocean Green Senior Apartments, L.P., is the owner of certain property known as: Block 1999, Lots 12.E and 34, on City's Tax map and more commonly known by the street address of 742-748 Ocean Avenue, Jersey City, New Jersey [Property]; and

WHEREAS, Ocean Green Senior Apartments, L.P., is a qualified housing sponsor under the New Jersey Mortgage Housing Finance Agency Law N.J.S.A. 55:14K-1 et seq.; and

WHEREAS, Ocean Green Senior Apartments, L.P., proposed to construct a housing project to be regulated and financed pursuant to the provisions of the New Jersey Housing and Mortgage Finance Agency [HMFA] Law, N.J.S.A. 55:14K-1 et seq. on the Property; and

WHEREAS, by application dated June 22, 2011, Ocean Green Senior Apartments, L.P., applied for a 30 year 10% of Annual Gross Revenue tax exemption for a five (5) story building to be constructed on the Property, to create a total of 44 dwelling units to be occupied by and at rents affordable to, low income families, especially senior citizens, including five (5) special needs units, one (1) superintendent unit, and 23 off street parking

spaces [Project]; and

WHEREAS, special needs persons are defined by the United States Department of Housing and Urban Development as persons with physical or mental disabilities; and

WHEREAS, by letter dated June 18, 2013, Ocean Green Senior Apartments, L.P., advised that it needed to increase the number of special needs units from five (5) to eleven (11) as defined by the United States Department of Housing and Urban Development, in order to qualify for certain federal low income tax credits administered by the NJHMFA; and

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

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq., Executive Order of E.O. 02-003, Ordinance 11-102, Ordinance 13-061, and Ordinance 13-_____, which authorized the execution of this Second 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 granting this tax exemption.

Section 1.2 General Definitions

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

i. Agency- The New Jersey Housing and Mortgage Finance Agency.

ii. Annual Gross Revenue- The total gross income, including 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, or other services, or any other revenue from any source, with an allowable vacancy rate of up to 5%. It also includes the cost of insurance, gas, electricity, water and sewer charges, other utilities, garbage

removal and insurance charges even if paid for directly by the Tenant, if such expense is ordinarily paid for by the Landlord.

iii. Annual Service Charge - 10% of Annual Gross Revenue estimated to be a total of $27,911 each year; in accordance with the financial plan attached hereto as Exhibit 2, which sum is in lieu of any taxes on the Improvements.

iv. Auditor's Report - A complete financial statement outlining the financial status of the Project (for a period of time as indicated by context), which shall also include a certification of Total Project Cost and clear computation of Net Profit. The contents of the Auditor's Report shall have been prepared in conformity with generally accepted accounting principles and shall contain at a minimum the following: a balance sheet, a statement of income, a statement of retained earnings or changes in 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.

v. 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.

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

vii. Entity - The term Entity within this Second Amended Agreement shall mean Ocean Green Senior Apartments, L.P., which Entity is 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 by Law and the transfer has been duly approved by the City.

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

Amended Agreement.

ix. 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.

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

xi. Land Tax Payments - If the law requires, 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.

xii. Law - Law shall refer to the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; Executive Order 02-003, relating to long term tax exemption, as it may be amended and supplemented; Ordinance 11-102; Ordinance 13-061, and Ordinance 13-_____, which authorized the execution of this Second Amended Agreement; and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and/or regulations.

xiii. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the amount of the total taxes that would have been levied against all real property in the area covered by the Project in the last full tax year preceding the recording of the HMFA mortgage which amount the parties agree is approximately $15,649.10. The Minimum Annual Service Charge shall be paid in each year in which the Annual Service Charge, calculated pursuant to the Second Amended Financial Agreement would be less than the Minimum Annual Service Charge.

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

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 Second 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 grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Second Amended Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 1999, Lots 12.E and 34, more commonly known by the street address of 742-748 Ocean Avenue, Jersey City, NJ, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

Approval is granted to the Entity whose Certificate of Formation is attached hereto as Exhibit 4. Entity represents that its Certificate contains all the requisite provisions of 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 will construct a five (5) story building on the Property to create a total of 44 units of rental housing, eleven (11) of which will be special needs units as defined by the United States Department of Housing and Urban Development, and 23 parking spaces, all of which is more specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

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

Section 2.5 Ownership, Management and Control

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

1. The Entity shall manage the improvements with regard to the residential dwelling units and retail space.
2. The parking facility will be operated by a third party Lessee pursuant to and in accordance with the terms of a certain lease between the Entity and third-party Lessee.

Section 2.6 Financial Plan

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

Section 2.7 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.

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Second Amended Agreement, it is understood and agreed by the parties hereto that this Second Amended Agreement shall remain in effect for the earlier of: thirty three (33) years from the date of the adoption of Ordinance 13-061, and Ordinance 13-_____, which approved this exemption or thirty (30) years from the date of substantial completion or the recording of the HMFA mortgage as funded and approved by the Agency, whichever first occurs. The tax exemption shall only be effective while the Project is owned by an entity formed and operating as a housing sponsor under the Law and subject to an HMFA mortgage. 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.

This Amended Second Amended Agreement will sunset and the Tax Exemption will terminate unless the Entity receives approval of financing from the NJHMFA, which must now occur no later than May 24, 2015.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

In consideration of the tax exemption, the Entity shall make payment to the City of an amount equal to the greater of: the Minimum Annual Service Charge or an Annual Service Charge. The Annual Service Charge shall be billed initially based upon the Entity's estimates of Annual Gross Revenue as set forth in its Financial Plan, attached hereto as Exhibit 6. Thereafter, the Annual Service Charge shall be adjusted in accordance with this Second Amended Agreement.

A Minimum Annual Service Charge shall be due beginning on the date this Second Amended Agreement is executed. The Annual Service Charge (or Minimum Annual Service Charge, as the case may be), shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the 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 Administrative Fee

The Entity shall also pay an annual administrative fee to the City in addition to the Minimum or Annual Service Charge. This administrative fee shall equal two (2%) percent of the Annual Service Charge and shall be payable and due on or before December 31st of each year and collected in the same manner as the Annual Service Charge.

Section 4.3 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. I 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 Second Amended Agreement.

Section 4.4 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 4.5 Material Conditions

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

ARTICLE V - PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

Section 5.1 Project Employment Agreement

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

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

It is understood and agreed that it shall be the obligation of the Entity to obtain all

Certificates of Occupancy in a timely manner. The failure to secure the Certificates of Occupancy shall subject the property to full taxation.

Section 6.2 Filing of Certificate of Occupancy

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

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

Section 6.3 Construction Permits

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

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

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

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that this Second 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 urban renewal 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 Second Amended Agreement. The Report shall clearly identify and calculate the Net Profit for the

Entity during the previous year.

B. Total Project Cost Audit: Within ninety (90) days after the Substantial Completion of the Project, 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, an audit of Total Project Cost, certified as to actual construction costs by an independent and qualified architect, utilizing the form attached hereto as Exhibit 9, and as to all other costs, certified its conformance with generally accepted accounting principles, by a certified public accountant who is licensed to practice that profession in the State of New Jersey.

C. Disclosure Statement: On the anniversary date of the execution of this Second 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 7.3 Mortgage

Within ninety (90) days after the date the Entity closes on its loan with the Agency, the Entity shall file with the City a fully executed copy of the Note and a recorded copy of the HMFA Mortgage.

Section 7.4 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 VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

During the period of tax exemption as provided herein, the Entity's return on investment shall be limited in accordance with the regulations and conditions imposed by the Agency pursuant to N.J.S.A. 55:14K-7(6) or any other Law applicable.

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 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 Second 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 Second Amended Agreement or the Law; and 3) the Entity's obligations under this Second Amended Agreement is fully assumed by the new Entity.

Section 9.2 Transfer or Lease to Tax Exempt Organization or Public Body.

In the event that the Entity transfers, sells, demises, conveys, or in any manner relinquishes ownership or title, including a lease to the land or improvements, covered by this tax exemption Second Amended Agreement, to a tax exempt non-profit organization or institution, including any public body, during the term of the tax exemption Second Amended Agreement, that would adversely impact the City's anticipated economic interests by reducing in any way taxes or the service charge due the City under this Second Amended Agreement or by law, it is understood and agreed by the Entity that it first obtain the consent of the City to the transfer or lease. It is further understood that it may be grounds for the City to withhold its approval if the City's economic interests are adversely effected thereby.

Section 9.3 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, mortgage 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 X - COMPLIANCE

Section 10.1 Operation

During the term of this Second Amended Agreement, the Project shall be maintained and operated in accordance with the provisions of the Law. Operation of Project under this Second Amended Agreement shall not only be terminable as provided by N.J.S.A. 55:14K-1, et seq., as currently amended and supplemented, but also by a Default under this Second Amended Agreement. The Entity's failure to comply with the Law shall constitute a Default under this Second Amended Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

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

Section 11.2 Cure Upon Default

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

Subsequent to such sixty (60) days, or any approved extension, the City shall have the right to terminate this Second 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 4.5, 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 Second Amended Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

The City shall, among its other remedies, have the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1, et seq. and/or may declare a Default and terminate this Second Amended Agreement. Any default arising out of the Entity's failure to pay Land Taxes, the Minimum Annual Service Charge, Administrative Fees, Additional Consideration or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI Land Taxes or the Annual Service Charges shall not be subject to the default procedural remedies as provided in Article XI herein but shall allow the City to proceed immediately to terminate the Second Amended Agreement as provided in Article XII herein. All of the remedies provided in this Second 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 Second Amended Agreement shall deprive the City of any of its remedies or actions against the Entity because of its failure to pay Land Taxes, the Minimum Annual Service Charge, Annual Service Charge, Administrative Fees or Additional Consideration. 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, the Minimum Annual Service Charge, the Annual Service Charge, Administrative Fees or Additional Consideration, 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 Second Amended Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

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

Section 12.2 Voluntary Termination by the Entity

The Entity may after the expiration of one year from the Substantial Completion of the Project notify the City that as of a certain date designated in the notice, it relinquishes its status as a tax exempt Project. As of the date so set, the tax exemption, the Annual Service Charges and the profit and dividend restrictions shall terminate.

Section 12.3 Final Accounting

Within ninety (90) days after the date of termination, whether by affirmative action of the Entity or by virtue of the provisions of the Law or pursuant to the terms of this Second Amended Agreement, the Entity shall provide a final accounting to the City. For purposes of rendering a final accounting the termination of the Second Amended Agreement shall be deemed to be the end of the fiscal year for the Entity.

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Second 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 XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Second 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 Long Term Tax Exemption 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 4.5 as Material Conditions.

ARTICLE XIV - WAIVER

Section 14.1 Waiver

Nothing contained in this Second 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 Second 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 Second Amended Agreement.

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action (other than an action commenced by the Entity) alleging any breach, default or a violation of any of the provisions of this Second Amended Agreement and/or the provisions of the Law, the Entity shall indemnify and hold the City harmless, and the Entity agrees to defend the suit at its own expense. However, the City maintains the right to intervene as a party thereto, to which intervention the Entity consents; the expense thereof to be borne by the Entity.

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

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

Section 16.2 Sent by City

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

Ocean Green Senior Apartments, LP
853 Summit Avenue
Jersey City, NJ 07307
Attn: Eugene P. O'Connell, Esq.

and

New Jersey Housing and Mortgage Finance Agency
637 South Clinton Avenue
P.O. Box 18550
Trenton, NJ 08650-2085

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 Second 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 16.3 Sent by Entity

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

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

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

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

If any term, covenant or condition of this Second Amended Agreement or the

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

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

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

Section 18.2 Conflicts

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

Section 18.3 Oral Representations

There have been no oral representations made by either of the parties hereto which are not contained in this Second Amended Agreement. This Second Amended Agreement, the Ordinance authorizing the Second Amended Agreement, and the Application constitute the entire Second 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 18.4 Entire Document

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

Section 18.5 Good Faith

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

ARTICLE XIX - EXHIBITS

Section 19. Exhibits

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

1. Metes and Bounds description of the Project;
2. Ordinance of the City authorizing the execution of this Second Amended Agreement;
3. The Application with Exhibits;
4. Certificate of the Entity;
5. Estimated Construction Schedule;
6. The Financial Plan for the undertaking of the Project;
7. Initial Rental Schedules and Lease Terms;
8. Project Employment & Contracting Agreement;
9. Architect's Certification of Actual Construction Costs;
10. Written approval of HMFA mortgage loan, including the amount and term thereof.

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

ATTEST:

OCEAN GREEN SENIOR APARTMENTS, LP

_____

SECRETARY

_____

MEMBER MANAGER

ATTEST:

CITY OF JERSEY CITY

_____

ROBERT BYRNE
CITY CLERK

_____

JOHN KELLY
BUSINESS ADMINISTRATOR

City Clerk File No. Ord. 13.083

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 13.083

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL AUTHORITIES) ARTICLE IV (MUNICIPAL UTILITIES AUTHORITY) TO CLARIFY THAT NO BOARD MEMBERS SHALL RECEIVE ANY MEDICAL HEALTH CARE OR OTHER BENEFITS**

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; no compensation.

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 Municipal Utilities Authority is established pursuant to Law N.J.S.A. 40B-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 as of the date of adoption of the within Ordinance, no new 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. Existing board members as of the effective date of this ordinance will continue to receive medical health care, prescription, optical or dental insurance coverage through December 31, 2011.]~~

Without exception, no board members, whether new, existing or reappointed, shall receive compensation of any kind for their services. Compensation includes, but is not limited to, salary, the use of a motor vehicle, or any medical, health, life, prescription, optical or dental insurance coverage.

The Board is barred from providing any of its members with compensation of any kind for their services.

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.*

JM/he
7/23/13

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. 13.083
TITLE: 3.D. JUL 3 1 2013 4.D.

Ordinance amending and supplementing Chapter 12 (Municipal Authorities) Article IV (Municipal Utilities Authority) to clarify that no board member shall receive any medical health care or other benefits.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013 8-0

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____ moved to amend* Ordinance, seconded by Councilperson_____ & adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

_____
Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

_____
Steven Fulop, Mayor

Date_____

Date to Mayor_____

City Clerk File No. Ord. 13.084

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 13.084

TITLE: **ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (MUNICIPAL AUTHORITIES) ARTICLE II (INCINERATOR AUTHORITY) TO CLARIFY THAT NO BOARD MEMBERS SHALL RECEIVE ANY MEDICAL HEALTH CARE OR OTHER BENEFITS**

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 II
Incinerator Authority

§12-2. Authority established; membership; no compensation.

A. The Incinerator Authority is hereby established pursuant to law N.J.S.A. 40:66A-1, et seq.

B. The membership of the Incinerator Authority is hereby increased from five to seven members. The two additional members shall be appointed to serve five-year terms commencing on February 1 next following their appointment and expiring on February 1 in the fifth year after their appointment.

~~[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 as of the date of adoption of the within Ordinance, no new 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. Existing board members as of the effective date of this ordinance will continue to receive medical health care, prescription, optical or dental insurance coverage through December 31, 2011.]~~

C. Without exception, no board members, whether new, existing or reappointed, shall receive compensation of any kind for their services. Compensation includes, but is not limited to, salary, the use of a motor vehicle, or any medical, health, life, prescription, optical or dental insurance coverage.

The Board is barred from providing any of its members with compensation of any kind for their services.

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.*

JM/he
7/23/13

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. 13.084
TITLE: 3.E. JUL 3 1 2013 4.E.

Ordinance amending and supplementing Chapter 12 (Municipal Authorities) Article IV (Incinerator Authority) to clarify that no board member shall receive any medical health care or other benefits.

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013 8-0

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____moved to amend* Ordinance, seconded by Councilperson_____& adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

Steven Fulop, Mayor

Date_____

Date to Mayor_____

City Clerk File No. Ord. 13.085

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 13.085

TITLE: **ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXTEND 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 19602 Lot 31 also known as 826 Ocean Avenue located 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, 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.

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

1. Subject to such modifications as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached extended 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 terms and conditions of the lease attached hereto.

02013087

ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXTEND 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)

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. The property shall not be used for a sectarian, denominational or religious purpose. 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 AS TO ~~LEGAL FORM~~

~~Corporation Counsel~~

APPROVED: Ann Marie Miller, Real Estate Manager

APPROVED: Business Administrator

Certification Required ☐

Not Required ☐

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

ORDINANCE NO. Ord. 13.085
TITLE: 3.F. JUL 3 1 2013 4.F.

Ordinance authorizing the City of Jersey City to extend 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).

RECORD OF COUNCIL VOTE ON INTRODUCTION JUL 3 1 2013 8-0

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

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.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson_____ moved to amend* Ordinance, seconded by Councilperson_____ & adopted_____

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

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

Adopted on first reading of the Council of Jersey City, N.J. on JUL 3 1 2013

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

*Amendment(s):

APPROVED:

_____
Rolando R. Lavarro, Jr., Council President

Date_____

APPROVED:

_____
Steven Fulop, Mayor

Date_____

Date to Mayor_____

ST. JOHN'S BAPTIST CHURCH
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-jcnj.com / www.stjohnsbaptistchurch.net
E-mail
sjbc1929@hotmail.com

Willie Sparks
Chairman of Deacons

Robert Weldon
Chairman of Trustees

Cynthia Small
Dcns Min Directress

Priscilla Gaillard
Church Clerk

June 5, 2013

Annmarie Miller
Real Estate Office
365 Summit Ave
Jersey City, NJ

Dear Mrs Miller,

This letter is to advise that St John's Baptist Church would like to renew our lease agreement for Block 1963, Lot 12.A located at 826 Ocean Avenue, Jersy City, New Jersey.

The sole use of the lot will be for recreation activities for our youth in the Church as well as in the community.

Yours In Jesus The Christ,

Pastor Nolan M Doby

LEASE AGREEMENT

This **LEASE**, dated the day of , 2013 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 19602, Lot 31 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 15 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. The demised premises shall not be used for a sectarian, denominational or religious purpose.

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, them 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 untenantable 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 untenantable 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 be 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 be 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, there unto duly authorized, all as the day and year first above mentioned.

ATTEST:

_____

ROBERT BYRNE
City Clerk

CITY OF JERSEY CITY

_____

JOHN KELLY
Business Administrator

WITNESS:

_____

Saint John's Baptist Church

BY: _____
Pastor Nolan M. Doby