

City Clerk File No. Ord. 14.014

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.014

TITLE:
**ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING
AMENDMENTS TO THE EXCHANGE PLACE REDEVELOPMENT PLAN TO ADD MEDICAL
OFFICES AS A PERMITTED USE**

WHEREAS, the Local Redevelopment and Housing Law, NJSA 40A:12A-1 et seq. permits municipalities to adopt and amend regulations dealing with areas declared to be "in need of redevelopment" and "in need of rehabilitation"; and

WHEREAS, the Municipal Council of the City of Jersey City adopted a redevelopment plan for the Exchange Place Redevelopment Plan Area on FEBRUARY 3, 1983; and

WHEREAS, the Exchange Place Redevelopment Plan has been amended periodically since its adoption with the last changes made November 28, 2012; and

WHEREAS, the Municipal Council of the City of Jersey City wishes to assure continued vitality within this mixed use waterfront neighborhood. Medical Offices are essential services for this emerging neighborhood that was once solely office space but has matured into a varied transit oriented development; and

WHEREAS, the Planning Board of Jersey City, at its meeting of January 28, 2014 reviewed this amendment and found there to be many advantages. The board unanimously recommended that the Municipal Council adopt the proposed amendments; and

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that the proposed Amendments, attached hereto, as Recommended by the Jersey City Planning Board on January 28, 2014 be, and hereby is, adopted.

BE IT FURTHER ORDAINED THAT:

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be a part of the Jersey City Code as though codified and set forth fully herein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Council be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible repealers of existing provisions.
- E. The City Planning Division is hereby directed to give notice at least ten days prior to the hearing on the adoption of this Ordinance to the Hudson County Planning board and to all other persons entitled thereto pursuant to N.J.S. 40:55D-15 and N.J.S. 40:55D-63 (if required). Upon the adoption of this Ordinance after public hearing thereon, the City Clerk is hereby directed to publish notice of the passage thereof and to file a copy of the Ordinance as finally adopted with the Hudson County Planning Board as required by N.J.S. 40:55D-16. The clerk shall also forthwith transmit a copy of this Ordinance after final passage to the Municipal Tax Assessor as required by N.J.S. 40:49-2.1.

Robert D. Cotter, PP, FAICP, Planning Director

APPROVED AS TO LEGAL FORM

APPROVED:

APPROVED: _____

Corporation Counsel

Business Administrator

Certification Required

Not Required

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY ADOPTING AMENDMENTS TO THE EXCHANGE PLACE REDEVELOPMENT PLAN TO ADD MEDICAL OFFICES AS A PERMITTED USE

Initiator

Department/Division	HEDC/Planning	
Name/Title	R. Cotter, Director, PP, FAICP	M. Bucci-Carter, Supervising Planner, PP, AICP
Phone/email	201-457-5050 ; bobbyc@icnj.org	201-547-4499; maryannb@icnj.org

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

Resolution Purpose

Mack-Cali and an interested prospective tenant made the amendment request. We support the proposal and believe the time has come to include medical office in these mixed use neighborhoods.

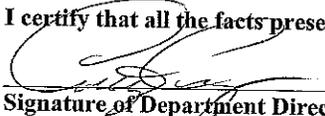
Historically, none of the waterfront redevelopment plans permitted medical offices. That made sense in the 80's and early 90's when these areas were to be executive offices, and Business/Financial centers, but now 25 years later, that is changing fast. The new URL residential building in Harborside we had the groundbreaking for last month shows just how much these projects are moving from deserted office, with activity only during the day, to a mixed use community that needs essential services for its residents. Another example of a change in essential service is the opening of the new day care center at Harborside. Something unheard of 15-20 years ago.

The amendment is simple; it applies our current zoning ordinance definition of medical offices and permits them in all the zones of Exchange place.

The Definition is:

OFFICE, MEDICAL — *A professional office where the services of one or more practitioner can be obtained and where patients are studied or treated on an outpatient basis and where no overnight accommodations are provided*

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

Amendments to the Exchange Place North Redevelopment Plan
As recommended by the Jersey City Planning Board on January 28, 2014

1. Add the following use, *Offices, Medical* as a permitted use to the City View, River View, Harborside West and Harborside Districts.

Department of Housing, Economic Development & Commerce
Division of City Planning



Memorandum

DATE: February 3, 2014

TO: Rolando Lavarro, Council President
Member of the Municipal Council

FROM: Robert D. Cotter, PP, FAICP; Planning Director *R. Cotter*
Maryann Bucci-Carter, PP, AICP; Supervising Planner

SUBJECT: **ORDINANCE OF THE MUNICIPAL COUNCIL OF THE CITY OF
JERSEY CITY ADOPTING AMENDMENTS TO THE EXCHANGE PLACE
REDEVELOPMENT PLAN TO ADD MEDICAL OFFICES AS A
PERMITTED USE**

The projects of the waterfront have been quickly changing from pure financial office centers to mixed use districts where services are needed from the new and growing residential population. Various retail services are already permitted and it is time that Medical Office's are permitted as well.

We feel this amendment conscientiously responds to the reality of changing demand for this service.

City Clerk File No. Ord. 14.015

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.015

TITLE: **ORDINANCE AUTHORIZING THE CANCELLATION OF TAXES
PURSUANT TO N.J.S.A. 54:4-3.6c FOR PROPERTY OWNED BY
SAINT JOHN'S SCHOOL AND LOCATED AT 3026 KENNEDY BLVD,
ON BLOCK 6501, LOT 1, QUALIFIER X**

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

WHEREAS, Saint John's School is the owner of 3026 Kennedy Blvd, Block 6501, Lot 6501, Lot 1, Qualifier X; and

WHEREAS, although Saint John's School ceased operation as a school in 2010, the property was continuing to be used as a meeting place for parish events and other nonprofit activities; for storage and was also subject to renovation for its continued use as a public charter school; and

WHEREAS, Saint John's School failed to timely file an amendment to its Further Statement on or before November 2009, pursuant to N.J.S.A. 54:4-4.4, indicating the above facts which would have entitled it to a continuation of its exemption from real property taxes; and

WHEREAS, as the result of the failure to file, the property was returned to the tax rolls beginning in tax year 2010 and continuing until 2011, after which Saint John's School filed a its Further Statement; and

WHEREAS, in January 2013, Saint John's School finally filed an amended Further Statement, together a certification indicating good cause for the late filing, which certification is attached hereto; and

WHEREAS, if the amended Further Statement had been timely filed, the tax exemption would have continued in effect for 2010 and 2011; and

WHEREAS, pursuant to N.J.S.A. 54:4-3.6c, the Municipal Council may cancel the principal amount of taxes which were levied against tax exempt property for up to three (3) years, provided good cause has been shown for the late filing of the Further Statement and proof is submitted and the Tax Assessor confirms that the subject property would have been tax exempt had the Further Statement been timely filed; and

WHEREAS, Saint John's School has agreed to reimburse the City the sum of \$3,052.41 representing the statutory penalty and legal fees which will have to be repaid to the purchaser of the tax lien certificate 2011-0174.

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

ORDINANCE AUTHORIZING THE CANCELLATION OF TAXES PURSUANT TO N.J.S.A. 54:4-3.6c FOR PROPERTY OWNED BY SAINT JOHN'S SCHOOL AND LOCATED AT 3026 KENNEDY BLVD, ON BLOCK 6501, LOT 1, QUALIFIER X

- 1. Good cause has been shown for the late filing of the amended Further Statement for 2010-2011 for property owned by Saint John's School and located at 3026 Kennedy Blvd, on Block 6501, Lot 1, Qualifier X; and
- 2. Pursuant to N.J.S.A. 54:4-3.6c, the Tax Collector is hereby authorized to cancel the real estate taxes that were levied in 2010 through 2011, subject to confirmation by the Tax Assessor that the subject property would have been eligible for tax exempt status in 2010 through 2011, but for the late filing of the Further Statement; and
- 3. Saint John's School has agreed to pay the City the sum of \$3,052.41 representing the statutory penalties and legal fees that accrued to the tax lien, which lien was sold without interest, to a third party who will be entitled to be reimbursed.
 - A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

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

JM/he
1/13/14

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
APPROVED: _____
Business Administrator

Certification Required
Not Required

**CERTIFICATION OF SAINT JOHN THE BAPTIST CHURCH, FOR
TAX EXEMPT STATUS AS A NON-PROFIT ORGANIZATION**

I, Rev. Michael C. Santoro, Pastor, being of full age, certify as follows:

1. I am writing to ask that the 2010-2011 tax assessment for Saint John's School be reconsidered, since even after our school closed, the building had always been in use for church purposes such as parish meetings and socials; weekly religious education; weekly boyscout meetings; weekly AA meetings; and twice a week Zumba exercise program.
2. Part of the first floor and all of the second and third floors were used for storage of the equipment, furnishings, supplies from the operation of the school, which is considered parish property as the school was not a separate entity from the parish.
3. Once the school closed, we actively pursued continuing the school use with The Golden Door Charter School. After they were available to take possession of the School and effect substantial renovations, we signed their lease beginning August 1, 2010.
4. We were unaware of the fact that we had to file a new use amendment. Neither myself nor the Secretary of the Parish ever remember receiving any notice advising that the tax status would change. Once we received the first tax bill, I personally forwarded it to the Office of Property Management and the Archdiocesan Legal Department.
5. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Rev. Michael C. Santoro, Pastor

Dated:

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING THE CANCELLATION OF TAXES PURSUANT TO N.J.S.A. 54:4-3.6c FOR PROPERTY OWNED BY SAINT JOHN'S SCHOOL AND LOCATED AT 3026 KENNEDY BLVD, ON BLOCK 6501, LOT 1, QUALIFIER X

Initiator

Department/Division	administration/tax collections	
Name/Title	Maureen Cosgrove/Tax Collector	
Phone/email	201-547-5120/Maureen@jcnj.org	

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

Resolution Purpose

Cancellation of property taxes on 3026 Kennedy Blvd, also known as Saint John's School.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2-4-14
Date

City Clerk File No. Ord. 14.016

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE **14.016**

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING PROHIBITION FOR STREET CLEANING PURPOSES ON BOTH SIDES OF BERGEN AVENUE BETWEEN FAIRVIEW AVENUE AND MONTGOMERY STREET FROM 7:00 A.M. TO 9:00 A.M. TO NEW TIME 10:00 A.M. TO 12:00 P.M.

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

- Chapter 332 (Vehicles and Traffic) Article XIII(Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-31 Parking restrictions for street cleaning purposes.
No person shall park a vehicle upon any of the streets or sides of the streets either in whole or in part, during the hours of the days listed below.

<u>Name of Street</u>	<u>Side</u>	<u>Days of the Week</u>	<u>Hours</u>	<u>Limits</u>
Bergen Av	Both	Sun to Sat	7:00 a.m. to 9:00 a.m.	Sip Av to <u>Montgomery St</u> [<i>Fairview Av</i>]
	East	M,W and F	10:00 a.m. to 12:00 p.m.	[<i>Fairview Av to</i>] <u>Van Nostrand Av to Montgomery St</u>
	West	Tu, Th & Sat	10:00 a.m. to 12:00 p.m.	<u>Montgomery St to Van Nostrand Av</u>

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

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

JDS:pcl
(01.13.14)

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director
Architecture, Engineering, Traffic and Transportation

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____
Director, Dept. of Public Works
APPROVED: _____
Business Administrator

Certification Required
Not Required

ORDINANCE FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance

AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE XIII(PARKING, STANDING AND STOPPING) SECTION 332-31(PARKING RESTRICTIONS FOR STREET CLEANING PURPOSES) AMENDING THE PARKING PROHIBITION FOR STREET CLEANING PURPOSES ON BOTH SIDES OF BERGEN AVENUE BETWEEN FAIRVIEW AVENUE AND MONTGOMERY STREET FROM 7:00 A.M. TO 9:00 A.M. TO NEW TIME 10:00 A.M. TO 12:00 P.M.

Initiator

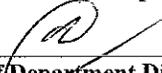
Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza, at the request of the Chief Executive Officer of the Jersey City Incinerator Authority, Oren Dabney, Sr. on behalf of Councilwoman Diane Coleman	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

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

Ordinance Purpose

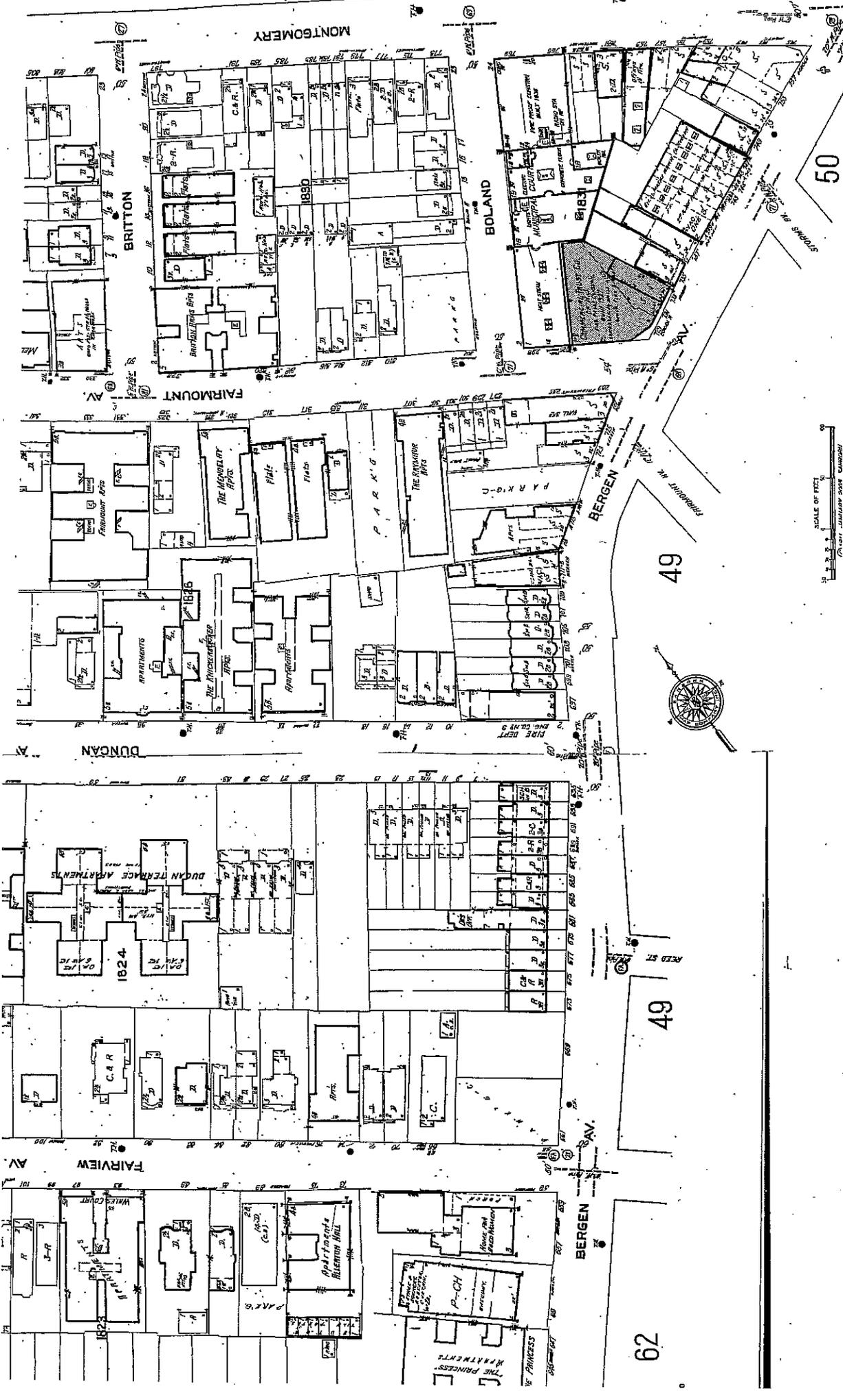
The Ordinance amends the times parking is prohibited on Bergen Av between Fairview Av to Montgomery St when the street is mechanically swept from 7:00 a.m. to 9:00 a.m. to the new time 10:00 a.m. to 12:00 p.m.

I certify that all the facts presented herein are accurate.



Signature of Department Director

1-16-14
Date



SCALE OF FEET
 0 10 20 30 40 50
 (1" = 10' JANUARY 1935 COURTESY)

49

49

62



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201.547.4402 | F: 201.547.4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Robert Kakoleski, Acting Business Administrator

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

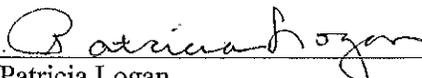
SUBJECT: **PROPOSED RESOLUTION**
PARKING PROHIBITED FOR STREET CLEANING PURPOSES

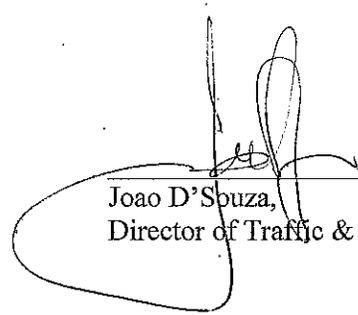
At the request of Mr. Dabney, Chief Executive Officer of the Jersey City Incinerator Authority, on behalf of Councilwoman Coleman, attached for your review and signature, is an Ordinance proposed by this Division, (for Municipal Council approval), amending the times parking is prohibited on Bergen Av between Fairview Avenue and Montgomery Street when the street is mechanically swept. The time has been changed from 7:00 a.m. to 9:00 a.m. to 10:00 a.m. to 12:00 p.m.

It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Ordinance, please feel free to contact Patricia Logan, Supervising Traffic Investigator, at ex. 4492 or PatriciaL@jcnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: January 27, 2014

TO: Director Brian Weller, L.L.A., ASLA,
Division of Architecture, Engineering, Traffic and Transportation
Director Michael Razzoli, DPW

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

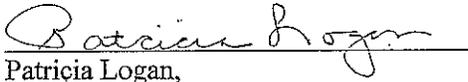
SUBJECT: **PROPOSED RESOLUTION**
PARKING PROHIBITED FOR STREET CLEANING PURPOSES

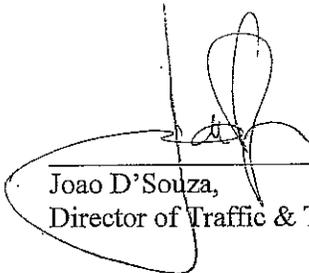
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Upon your signatures I will forward the Resolution to the Acting Business Administrator for his review and signature. It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Ordinance, please feel free to contact Patricia Logan, Supervising Traffic Investigator, at ex. 4492 or PatriciaL@icnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Robert Kakoleski, Acting Business Administrator
Robert Byrne, City Clerk



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

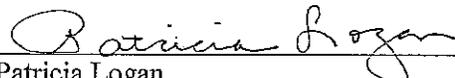
DATE: January 27, 2014
TO: Robert Byrne, City Clerk
Councilman Ramchal – Ward B
Councilwoman Coleman – Ward F
FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation
SUBJECT: **PROPOSED ORDINANCE**
PARKING PROHIBITED FOR STREET CLEANING PURPOSES

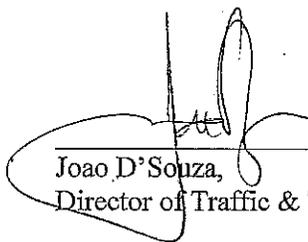
At the request of Mr. Dabney, Chief Executive Officer of the Jersey City Incinerator Authority, on behalf of Councilwoman Coleman, attached for your review and signature, is an Ordinance proposed by this Division, (for Municipal Council approval), amending the times parking is prohibited on Bergen Av between Fairview Avenue and Montgomery Street when the street is mechanically swept. The time has been changed from 7:00 a.m. to 9:00 a.m. to 10:00 a.m. to 12:00 p.m.

The proposed Ordinance has been sent to the appropriate parties for their signature. It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Ordinance, please feel free to contact Patricia Logan, Supervising Traffic Investigator, at ex. 4492 or PatriciaL@jcnj.org.

Thank you.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

- C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Muhammed Akil, Chief of Staff
Robert Kakoleski, Acting Business Administrator
Mary Spinello-Paretti, CEO, J.C.P.A.
Council President Lavarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Boggiano Councilman Yun
Councilwoman Osborne

City Clerk File No. Ord. 14.017

Agenda No. 3.D 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.017

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 12 (AUTHORITIES, MUNICIPAL) ARTICLE III (PARKING AUTHORITY) AND CHAPTER 3 (ADMINISTRATION OF GOVERNMENT) ARTICLE IX (DEPARTMENT OF PUBLIC WORKS) AND ARTICLE XI (DEPARTMENT OF PUBLIC SAFETY) OF THE JERSEY CITY MUNICIPAL CODE, TO DISSOLVE THE JERSEY CITY PARKING AUTHORITY AND TO CONSOLIDATE AND ASSUME THE FUNCTIONS OF THE PARKING AUTHORITY WITHIN THE DEPARTMENT OF PUBLIC SAFETY

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

WHEREAS, the Jersey City Parking Authority [JCPA] was created by the adoption of an ordinance by the Municipal Council of the City of Jersey City [City], pursuant to the New Jersey Parking Authority Law, N.J.S.A. 40:11A-1 et seq.; and

WHEREAS, the City has conducted extensive research and engaged in significant discussion regarding the dissolution of the JCPA and the assumption by the City of the JCPA's necessary services and functions by various City departments; and

WHEREAS, the City has determined that the dissolution of the JCPA would result in significant cost savings to the City, and increase the efficient delivery of parking services and functions to the City; and

WHEREAS, pursuant to the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-20, the City is authorized to dissolve its JCPA, so long as the City provides for payment of the JCPA's debts and obligations and assumes the JCPA's necessary services and functions; and

WHEREAS, the City has determined that the most efficient and cost-effective method for it to assume the JCPA's necessary functions is to merge the JCPA's parking enforcement functions within the City's Department of Public Safety, transfer some of the JCPA's employees to the Department of Public Safety and other appropriate City Departments and dissolve the JCPA as a separate entity; and

WHEREAS, the City will assume responsibility for the payment of any and all debts and obligations of the JCPA; and

WHEREAS, pursuant to N.J.S.A. 40A:5A-20 the New Jersey Local Finance Board will review this Ordinance and has approved it prior to its adoption; and

WHEREAS, no later than three (3) months from the date of the adoption of the within Ordinance, the City's Business Administrator will prepare a new table of organization for the City departments that will be affected by the dissolution of the JCPA which will reflect the placement of personnel needed to perform the functions that will no longer be performed by the JCPA.

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

- A. The following amendments to Chapter 12 (Authorities, Municipal) Article III (Parking Authority) are hereby adopted:

AUTHORITIES, MUNICIPAL
~~[ARTICLE III]Reserved~~
~~{Parking Authority}~~

~~§12-3. Authority continued; membership.~~

~~The Parking Authority, as heretofore established pursuant to law (N.J.S.A. 40:11A-1 et seq.), is reconstituted and continued. The Jersey City Parking Authority shall consist of seven members, appointed in the manner provided by law.~~

~~§12-3.1. Residential Permit Parking Zone Program.~~

~~The Parking Authority hereby has full power and authority to operate the City of Jersey City Residential Permit Parking Zone Program in accordance with Chapter 332 (Vehicles and Traffic), Sections 332-58 through 332-67 of the Jersey City Code.~~

~~§12-4. Division of Parking Enforcement.~~

~~There is hereby created a Division of Parking Enforcement, the head of which shall be the Director of Parking Enforcement. Parking enforcement officers employed by the Division of Parking Enforcement shall have full power and authority to:~~

- ~~A. Issue summonses for violations of any provision of said law, ordinances or regulations;~~
- ~~B. Serve and execute all process with respect to any such violation issuing out of the police court of the municipality by whatsoever name the same shall be known; and~~
- ~~C. Cause any vehicle parked, stored or abandoned in violation of any provision of said law, ordinances or regulations to be towed away from the scene of such violation and collect from the owner of such vehicle the costs of the towing and subsequent storage of said vehicle before surrendering said vehicle to such owner.]~~

- B. 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. No Change.

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

A. through C. No Change.

D.(1) - (14). No Change.

D. (15). The Division of Architecture, Engineering, Traffic and Transportation shall concurrently, with the Division of Parking Enforcement within the Department of [Police and the Jersey City Parking Authority]Public Safety, enforce all laws and regulations regulating the parking of vehicles:

D. (15) (a). through D. (15) (f). No Change.

D. (15) (g). In an off-street parking area operated by the [Jersey]City[~~Parking Authority~~].

D. (16). No Change.

§3-69. Through §3-71.2. No Change.

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

ADMINISTRATION OF GOVERNMENT
ARTICLE XI
Department of Public Safety

§3-83. No change.

§3-84. Director of Public Safety.

A. **No change.**

B. The Director of Public Safety shall be responsible for the administrative, regulation and discipline of the Division of Police, Division of Fire, ~~and~~ Division of Communications and Technology~~[-]~~ and Division of Parking Enforcement.

C. through F. **No change.**

§3-85. through §3-90. No change.

§3-91. Division of Parking Enforcement [~~Reserved~~]

There shall be a Division of Parking Enforcement, the head of which shall be the Director of Parking Enforcement.

A. The Division of Parking Enforcement shall perform the following functions:

(1) Enforce all relevant parking regulations and operate all parking programs and facilities as set forth in Chapter 332 (Vehicles and Traffic) of the Municipal Code, including Article VII (Metered Parking), and Article VIII (Permit Parking), which were previously authorized to be enforced by the Jersey City Parking Authority on behalf of the City.

(2) Issue summonses for violations of any provision of applicable state law, municipal ordinance or regulation as to the parking of vehicles within the City of Jersey City.

(3) Serve and execute all process with respect to any such violation issuing out of the Jersey City Municipal Court.

(4) Cause any vehicle parked, stored or abandoned in violation of any provision of said law, ordinance or regulation to be towed away from the scene of such violation, or booted at the scene, and collect from the owner of such vehicle the costs of the towing and subsequent storage of said vehicle before surrendering said vehicle to such owner, or removal of said boot.

D. Any reference in the Municipal Code to the Parking Authority shall be amended to the City, Department of Public Safety or Division of Parking Enforcement as deemed appropriate by the City Clerk.

- E. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- F. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- G. This ordinance shall take effect at the time and in the manner as provided by law.
- H. 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*.

JM/he
1/29/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

**PRIVILEGED & CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGE**

**REPORT ON DISSOLUTION OF THE
JERSEY CITY PARKING AUTHORITY**

Prepared for
THE CITY OF JERSEY CITY
as of November 7, 2013

Submitted by
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REPORT ON DISSOLUTION OF THE JERSEY CITY PARKING AUTHORITY

I. Introduction

A. Scope of Assignment

The City of Jersey City ("City") is contemplating the dissolution of the Jersey City Parking Authority ("JCPA") and the merger of some or all of its operations with other City departments. This office has been retained by the City to perform an investigation into the possible dissolution of the JCPA and provide a report to the City regarding the JCPA's operations and finances. This report includes an examination of the JCPA's functions and services; the identification of the number of JCPA employees, their salaries, and titles; a review of the collective bargaining agreements that have been entered into between the JCPA and various labor unions that would be affected by a dissolution of the JCPA; an analysis of the JCPA's outstanding debt, assets, revenues, and expenses; and, the identification of duplicative services.

B. Statutory Requirements for Dissolution of JCPA

Pursuant to the Local Authorities Fiscal Control Law, N.J.S.A. 40A:5A-1 et seq. ("the Act"), dissolution of the JCPA must be made by City ordinance, which must be submitted to the Local Finance Board in the Department of Community Affairs ("the Board") for approval prior to its final adoption. See N.J.S.A. 40A:5A-20. The Board's approval of the ordinance is contingent on a showing that the City has made adequate provisions for the payment of the JCPA's creditors and for the assumption of the JCPA's necessary services. Id. The Act does not require the City to show that the JCPA was inefficient, that it deviated from its statutorily mandated purpose, acted in bad faith, or anything else in seeking to have the JCPA dissolved. So long as the City's ordinance has made adequate provision for the payment of creditors and for the assumption of necessary services, the decision of the Board approving the dissolution will not be considered arbitrary, capricious or unreasonable by a reviewing court. In re Township of Howell, Monmouth County, 254 N.J. Super. 411, 419 (App. Div. 1991) (citing Mayflower Sec. Co. v. Bureau of Sec., 64 N.J. 85, 93 (1973)).

The Act further provides that in the event the JCPA has obligations outstanding at the time the ordinance is set to take effect, the City is authorized to either issue obligations in furtherance of the dissolution or assume responsibility for and payment of its obligations. N.J.S.A. 40A:5A-20. An existing independent authority that serves the City is also authorized under the Act to either issue obligations in furtherance of the dissolution or assume responsibility for and payment of its obligations. Id. The Act, however, provides that no such assumption of responsibility shall be effective until the local unit or the existing authority proposing to undertake such assumption determines "by resolution of the governing body setting forth facts that constitute the basis for the determination" that such assumption will be a "cost effective means of meeting those obligations as compared with the issuance of obligations" of the local unit or existing authority and transmits a certified copy of that resolution to the Board. Id.

II. Overview of the JCPA

A. General Background

The JCPA is a public body corporate and politic constituting a political subdivision of the State. It was created by City ordinance in 1949 pursuant to the Parking Authority Law, N.J.S.A. 40:11A-1 et seq. The JCPA is administered by a board of seven (7) commissioners who are appointed by resolution of the City Council and an executive director.

B. General Description of Services and Functions

The JCPA is primarily responsible for: the provision of safe and available parking facilities to the public; the enforcement of the City's parking rules and regulations; the collection of fines and penalties for parking violations; the ticketing, towing and booting of vehicles; the cleaning and maintenance of JCPA lots; parking meter installation, maintenance, and collections; and, the issuance of parking permits. The JCPA's annual budget is in excess of \$7 million. JCPA revenues approximately meet expenses each year. Its revenues are derived principally from parking meter fees, paid parking fees, permit parking fees and fines. The JCPA also receives an annual payment from the City of over \$1 million for parking enforcement services. The JCPA's revenues totaled \$7,065,147 in FY2011 and \$7,425,690 in FY2012. The JCPA asserts that it is self-supporting and produces additional revenues for the City.

III. Operations

A. Organizational Structure

The current organization of the JCPA consists of a seven (7) member Board of Commissioners, and an executive staff consisting of a Chief Executive Officer ("CEO"), an Assistant CEO, a Chief Financial Officer ("CFO"), and Legal Counsel. The JCPA is divided into three (3) divisions: the Administrative Division; the Enforcement Division; and, the Operations Division. Each of the divisions is headed by a Director. Under the Administrative Division is an additional division referred to as the Permit Division. A copy of the JCPA's current Table of Organization is attached as Exhibit "A".

The JCPA employs 86 employees as follows: 16 in the Administrative Division (including 6 in the Permit Division); 53 in the Enforcement Division; and, 17 in the Operations Division. A current list of all JCPA employees along with their salaries and titles is attached as Exhibit "B".

1. Administrative Division

The Administrative Division is responsible for administering the parking permit program, health benefits to employees, payroll, human resources, and purchasing. It is headed by a Director and has 16 employees. A copy of the Administrative Division's

current organizational flowchart is attached as Exhibit "C". Currently, the Administrative Division employees are paid total salaries in the amount of \$972,588.32.

a) Permit Division

Within the Administrative Division is the Permit Division. This Division has 6 employees including an Executive Supervisor who runs the Division. The Permit Division is responsible for distributing various types of permits to both residents and non-residents. The Division issues approximately 45,000 permits annually. The types of permits and the fees associated with them are as follows:

Permit Type	Fee Amount
1. Residential	\$ 15
2. One Day Contractor	\$ 15
3. Non-Resident	\$300
4. Non-Resident Temp	\$125
5. Government Workers	\$200
6. Home Health Aide	\$ 50
7. 6 Month Contractor	\$175
8. Temporary Resident	\$ 15
9. Visitor Permits	\$ 3

In a report entitled "Proposal to Increase Fines/Fees to Increase Revenue" the JCPA recommended that the City Council consider increasing the fees set forth above. A copy of the report is attached as Exhibit "D". It does not appear that the proposed increases were acted upon by the City Council.

In FY2012 the JCPA issued a total of 44,753 permits (of which 13,278 were residential permits), generating \$585,210 in fees. In FY2011 44,121 permits were issued (13,725 residential), generating \$593,277 in fees. In FY2010 43,221 permits were issued (13,717 residential), generating \$560,581 in fees.

The Division also issues monthly permits for reserved spaces in the Downtown area and for JCPA parking lots. The Downtown area permits cost \$125 per month. There were 3,209 of these permits issued in FY2012; 3,125 in FY2011; and, 3,127 in FY2010, generating fees of \$401,141, \$390,595, and \$390,806, respectively. The prices for parking lot permits vary by lot. A schedule of these rates is attached as Exhibit "E". There were 3,228 of these permits issued in FY2012; 3,170 in FY2011; and, 2,802 in FY2010, generating fees of \$246,336, \$242,780, and \$221,067, respectively.

2. Enforcement Division

The Enforcement Division is responsible for the enforcement of the City's parking rules and regulations. It is headed by a Director and has 53 employees. A copy of the

Enforcement Division's current organizational flowchart is attached as Exhibit "F". Currently, the Enforcement Division employees are paid total salaries in the amount of \$1,985,588.64.

The Enforcement Division is divided into various units as follows:

Sweeper Unit - performs ticketing during street sweeping that is performed by the Jersey City Incinerator Authority ("JCIA").

Booting/Towing Unit - tows and boots vehicles for scofflaw and parking in certain designated areas without a valid permit.

Walking Unit - foot patrol that ensures meters are being paid.

Complaint Unit - enforcement officers that are dispatched to handle certain types of complaints such as blocked driveways, fire hydrants, parking in school zones, etc. The JCPA receives between 650 - 710 complaints per month.

Communications Booth - enforcement personnel are dispatched and coordinated through this office.

The Enforcement Division also provides an enforcement officer to staff the City's Municipal Court parking lot (not a JCPA lot) three (3) days per week.

The Division has enforcement officers in the field from 5:30 am to 11:30 pm Monday through Friday and from 7:00 am to 5:00 pm on Saturday. Supervisory staff include an Acting Director, a Deputy Director, 3 Assistant Directors, 4 Captains, 3 Lieutenants, and 1 Sergeant most of whom are assigned to the day shift. The evening shift on average only has five to six people including 1 Lieutenant assigned to the Communications Booth. The function of the evening shift is to patrol Resident Only Permit Parking areas and to respond to complaints. One employee is needed in the office in order to release boots and process credit card information.

The Enforcement Division also provides assistance to the City's Office of Emergency Management in times of severe weather by transporting personnel and assisting with the closing of streets.

In the report referenced above entitled "Proposal to Increase Fines/Fees to Increase Revenue" and attached as Exhibit "D", the JCPA indicated that the current fines assessed for parking violations, issued under both the City's Municipal Code and under Title 39 of the State Statutes, have not been increased since 2003. The JCPA proposed that the City Council consider increases in certain parking violation fines. The JCPA also requested that the City Council consider increasing the percentage of the ticket revenue that the JCPA receives on tickets issued for parking violations under the Municipal Code. For tickets written under the Municipal Code, the JCPA currently receives \$8 per ticket and the City keeps the rest. On tickets issued for parking violations under Title 39, the City shares the revenue with the State; the JCPA does not receive any of the revenue. Approximately 50% of tickets issued by the JCPA are for violations of the alternate side parking restrictions associated with street sweeping activities.

3. Operations Division

The Operations Division is responsible for: building maintenance; lot maintenance; meter collection; meter maintenance; vehicle maintenance; other maintenance work including the refurbishment of boots and maintaining snow equipment; the printing and posting of Emergency No Parking signs and the placement of meter bags; and, painting. The Division has 17 employees including supervisory staff consisting of a Director, Assistant Director and Executive Supervisor. A copy of the Operations Division's current organizational flowchart is attached as Exhibit "G". Currently, the Operations Division employees are paid total salaries in the amount of \$676,836.80.

B. Facilities and Vehicles

1. Central Avenue Headquarters

The JCPA's offices are located at 394 Central Avenue. The property contains a 41,621 square foot building, consisting of 35,471 square feet of office area and a 6,150 square foot garage. The JCPA purchased the property on August 7, 2009 for \$4,360,000. The City issued bonds in the amount of \$4,380,950 in order to finance the acquisition of the property. The City and the JCPA entered into a Funding Agreement whereby the JCPA is obligated to pay the debt. Outstanding bond payments are currently \$5,914,683. The final payment is due to the City on July 15, 2029. A copy of the Funding Agreement between the JCPA and the City dated January 4, 2010 is attached as Exhibit "H".

The building is underutilized. The third and fourth floors containing approximately 9,000 square feet are completely vacant. CCTV had leased some of the space on the second floor but it has since left. The JCPA has indicated that the prior City administration proposed to renovate the space on the third and fourth floors and lease it from the JCPA along with the space that was previously occupied by CCTV on the second floor. Architectural drawings were prepared. However, the plan never progressed and the space remains vacant.

The JCPA currently leases 10,200 square feet of building area plus parking space to the U.S. Postal Service pursuant to a lease agreement. The term of the lease is for 4 years and 9 months from November 15, 2012 to August 14, 2017 with a renewal option for an additional 5 years from August 15, 2017 to August 14, 2022. The rent is \$173,025.00 per annum or \$14,418.75 a month from November 15, 2012 to November 14, 2013 and \$180,643.40 per annum or \$15,053.62 a month from November 15, 2013 to August 14, 2017. Rent for the renewal option period is \$188,000.00 per annum or \$15,666.67 a month.

2. Parking lots and Meters

The JCPA does not own any parking structures. It owns 14 surface lots located throughout the City. A list of all lots and properties is attached as Exhibit "I". Two (2) of the lots are under lease to third parties. Pursuant to the exercise of a renewal option contained in the original lease dated November 10, 1977, the lot located at 328-342

Central Avenue is currently under lease for a term of 25 years that expires on October 31, 2027 at a rent of \$16,600 per annum. The lot located at Hoboken Avenue and Cook Street is under lease to a third party parking lot operator until May 31, 2014 at a rent of \$178,231.20 per annum or \$14,852.60 a month.

There are over 1,500 parking meters in the City. Meter collections are performed by the JCPA three times per week on Monday, Wednesday and Friday. The coins are collected and weighed in-house by the JCPA and an armored transportation service transports the coinage for deposit.

3. Vehicles

The JCPA has a total fleet of 65 vehicles that are utilized by its Enforcement and Operations Divisions. These vehicles consist of scooters, SUVs, and pickup trucks. There are an additional 3 vehicles that are assigned to specific employees. All of the vehicles are owned by the JCPA outright with the exception of three that are currently under lease. There is approximately \$83,756.20 in outstanding lease payments on these vehicles. A list of all vehicles and ancillary garage equipment is attached as Exhibit "J".

C. Labor

1. Management Personnel

The majority of the JCPA's employees are unionized with the exception of the following eleven (11) management positions: the Chief Executive Officer ("CEO"); the Assistant Chief Executive Officer; the Chief Financial Officer; the Senior Director; the General Counsel; the Special Assistant for Real Estate/Collections/Purchasing; the Special Assistant – Insurance Coordinator; the Acting Director of Enforcement; the Director of Operations; Clerk (part-time); and, the Deputy Director of Enforcement. These employees are all "at will" with the exception of the CEO who has an employment contract with the JCPA. A copy of the CEO's employment contract is attached as Exhibit "K". Some of the key provisions of the CEO's contract are:

- 5 year term - 2/29/12 to 3/13/17 with a 2 year extension option
- Salary -
 - 2/29/12 - 3/31/13 - \$120,200
 - 4/1/13 - 3/31/14 - \$123,805
 - 4/1/14 - 3/31/15 - \$127,520
 - 4/1/15 - 3/31/16 - \$131,345
 - 4/1/16 - 3/31/17 - \$135,286
- If the option is exercised salary is:
 - Option Years 4/1/16 - 3/31/17 - \$139,344
 - 4/1/18 - 3/31/19 - \$143,525
- As additional compensation the employee is provided with an automobile. All costs for fuel, maintenance, repair and insurance are paid for by the JCPA.

- Vacation time - 6 weeks paid per year
Sick days - 15 days per year
The employee can take a lump sum payment of all accrued vacation and sick time at the conclusion of the contract at the rate of 100 % of daily pay, per day.
- May only be removed for cause.
- In the event the JCPA is dissolved and the employee is not offered employment by any assuming entity on terms that are consistent with the contract, then the employee is entitled to severance in an amount equal to the remaining salary due under the contract.

2. Collective Bargaining Agreements (“CBA”)

The JCPA has entered into two (2) CBAs with its unionized personnel. One CBA is with the union that represents the JCPA’s office and supervisory personnel and the other CBA is with all other employees.

a) CBA with Production Workers Union Local #148

This CBA is with the union that represents all office and supervisory personnel including executive supervisors, clerks, senior administrative assistants, permit clerks, supervisors, foremen, captains, lieutenants, and sergeants. The CBA runs from January 1, 2012 to December 31, 2014. A copy of this CBA is attached as Exhibit “L”. Some of the key provisions of the CBA are:

- 90 day probation period after which employees acquire seniority and may only be discharged, suspended or otherwise disciplined for just cause.
- Fifteen (15) paid holidays per year plus three (3) personal days.
- Paid sick leave as follows: 1st year – 8 hours per every 2 months of employment; 2nd through 4th years – 96 hours per years; and, each succeeding year of employment – 120 hours per year.
- Wage increases:

2012 – 2.0%
2013 – 2.25%
2014 – 2.5%
- Employees retain all accrued sick and vacation time on the books as of December 31, 2011 and may carry that balance from year to year. Employees are eligible for a cash-payout of 100% of any unused vacation time accumulated through December 31, 2011.
- Overtime is paid at the rate of one and one-half regular pay and double time for holidays and Sundays.

b) CBA with United Industrial Workers of North America

This CBA is with the union that represents all other employees excluding supervisors, managerial executives, confidential employees, secretaries, office employees, and management-level employees. The CBA runs from January 1, 2012 to December 31, 2014. A copy of this CBA is attached as Exhibit "M". Some of the key provisions of the CBA are:

- 90 day probation period same as above for supervisors.
- Fourteen (14) paid holidays per year.
- Paid sick leave as follows: 1st year – 8 hours per every 2 months of employment; and, each succeeding year of employment – 96 hours per year.
- Wage increases: 2012 – 2.0%
2013 – 2.5%
2014 – 2.5%
- Employees retain all accrued sick and vacation time on the books as of December 31, 2011 and may carry that balance from year to year. Employees are eligible for a cash-payout of 100% of any unused vacation time accumulated through December 31, 2011.
- Overtime is paid same as above for supervisors.

3. Affected City CBAs

If the JCPA were dissolved and its operations are taken over by the City, JCPA employees rehired by the City might become members of one of two unions that represent City employees. Applicable JCPA supervisory staff might join the Jersey City Supervisors' Association which represents all of the City's supervisory personnel below the level of Director. It also excludes professional employees of the Law Department and uniformed employees of the Department of Public Safety. Other JCPA workers might join Jersey City Public Employees, Inc., Local 246. However, as new City hires, former JCPA employees may lose the seniority that they have accrued at the JCPA. A more detailed analysis of these transitional issues should be performed if the City decides to move forward with the dissolution of the JCPA.

4. Pension system

JCPA employees are in the state Public Employees Retirement System (PERS). City employees are in the Employees Retirement System of Jersey City (ERS). All new City hires that are under the age of 40 must join ERS. New City hires over 40 must join PERS. Any JCPA employees that are retained by the City after the dissolution of the JCPA that are under 40 would not be able to continue in the PERS system as City employees, yet would also not have sufficient years of service accrued to receive full PERS benefits. In addition, the JCPA employees that are under 40 would also start as new employees under the ERS system with respect to vesting and years of service.

Current state law does not permit City employees who are eligible for ERS to continue to participate in PERS. However, the City could rectify this by seeking to have the State Legislature adopt special legislation allowing for a waiver of this requirement. A more detailed analysis of these transitional issues should be performed if the City decides to move forward with the dissolution of the JCPA.

5. Civil service system

The JCPA is not civil service, while the City is. As new City hires, any JCPA employees that are to be retained by the City would lose any seniority that they may have accrued at the JCPA. A more detailed analysis of these transitional issues should be performed if the City decides to move forward with the dissolution of the JCPA.

D. Procurement Policies

It appears that the JCPA's procurement procedures may not be in full compliance with applicable law. The JCPA has not gone through a public procurement process for towing services since 2009. It is unclear if the JCPA is utilizing a reasonable non-exclusionary and non-discriminatory, open to all list as required by N.J.S.A. 40A:11-5(1)(u), or is utilizing the services of only selected tow operators. The legal requirements for the procurement of these services are designed to promote competition for the contracts.

The JCPA also has a limited number of professional services contracts with outside consultants. These contracts are primarily for annual financial auditing, accounting services, employee assistance programs, and, alcohol and drug testing. Professional services contracts are not required to be publically bid. See N.J.S.A. 40A:11-5(1)(a)(i). However, on the contracts for auditing and accounting services, which are above the bid threshold, the JCPA does publically advertise requests for qualifications and awards the contracts on a "fair and open" basis pursuant to the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44a-20.4 et seq. The City's more stringent Pay-to-Play Ordinance does not apply to contracts that are awarded by the JCPA.

E. Pending and Potential Litigation

Currently there are three (3) employment litigation cases pending against the JCPA. In each case the employees have alleged various forms of harassment and retaliation. Each case has an insurance deductible of \$150,000. One case has reached the deductible limit and is proceeding to binding arbitration. In another case, the JCPA's counsel has filed a motion for summary judgment seeking to dismiss the employee's case. The motion is scheduled to be heard in November. The third case is still in the discovery stage and it may be premature to be able to adequately assess the JCPA's exposure in the matter. Since 2011 the JCPA has paid legal defense costs on these employment cases (along with one other case that has since been dismissed by the court without prejudice for failure to comply with discovery obligations) in the amount of \$257,246.10.

There are also several workers compensation claims that are presently pending. The initial claims originated when the JCPA was self-insured. Therefore, they are not covered by the JCPA's workers compensation insurance.

Finally, a Notice of Claim was filed against the JCPA on June 17, 2013 on behalf of another employee alleging harassment. At this time it is not possible to determine whether the claim will result in the filing of a lawsuit.

Based on the nature of the claims set forth in these lawsuits, it appears that the JCPA may not have an adequate structured employee evaluation system and a sufficient harassment training program in place. Often such programs can potentially avert the filing of litigation by employees.

It would also be worthwhile to examine the JCPA's Risk Management Programs to see if they are sufficiently proactive and preventive in terms of PEOSH, materials handling, safety training, levels and type of self-insurance and/or third-party coverages.

F. Scofflaw and Uncollected Time Payments

One of the most significant issues for the City is scofflaw collection and the collection of outstanding time payments. Currently, there is approximately \$9 million in outstanding tickets and an additional \$12 million in time-payments that are owed to the City. There is a three (3) year time limitation on the enforcement of parking violations. See N.J.S.A. 39:4-139.10a. Therefore, if the Municipal Court fails to take action to enforce the violation within the 3 year time period, the City loses the ability to collect the money. The City writes off approximately \$1 million in uncollected funds annually. However, rather than writing this revenue off, more vigorous collection methods should be pursued, as well as other potential methods for monetizing and/or collecting these receivables before they expire.

IV. Finances

A. Revenues and Expenses

The JCPA's annual budget is in excess of \$7 million. JCPA revenues approximately meet expenses each year. Its revenues are derived principally from parking meter fees, paid parking fees, permit parking fees, and the imposition of fines. In order to balance its budget, the JCPA also receives an annual payment from the City of over \$1 million for parking enforcement services. In FY2011 the contract payment from the City was \$1,264,281.

In FY2012 the JCPA had total revenues of \$7,425,690 and total expenses of \$7,092,497.¹ In FY2011 it had \$7,065,147 in total revenues and \$6,844,220 in total expenses. A copy of the JCPA's Revenue-Expense Analysis for FY2002 through the first 8 months of FY2012 is attached as Exhibit "N". For FY2013 the JCPA adopted a budget that reflects total revenues

¹ FY2012 figures are based on the unaudited financials for the first 8 months of the fiscal year annualized for 12 months.

in the amount of \$7,181,573 and total expenses of \$7,281,573. A copy of the JCPA's FY2013 adopted budget is attached as Exhibit "O".

B. Debt

The JCPA has \$6,511,963.78 in total debt consisting of: \$5,914,683 in outstanding bond payments owed to the City under a Funding Agreement for the repayment of bonds issued by the City for the financing of the acquisition of the JCPA's Central Avenue Headquarters; \$513,524.58 in accrued sick and vacation time that was owed to employees as of December 31, 2011 and that will be paid upon separation; \$83,756.20 in outstanding lease payments on JCPA vehicles; plus, any litigation defense costs that are below the insurance deductible. However, the JCPA has contractual obligations to the City to make payments to reimburse the City for debt service incurred on behalf of the JCPA. It would be worthwhile to have the Financial Advisor analyze the potential for savings if the City debt related to the JCPA improvements is restructured or refunded. To the extent that it can be determined based on the information provided, the JCPA has no debt issued in its own name.

V. Potential Benefits of Dissolution

A. Potential cost benefits of dissolution

The dissolution of the JCPA would mean that the City would have to assume all of the JCPA's liabilities. However, it would also mean that all revenues that are presently generated by the JCPA would go directly to the City. Other potential cost benefits would be as follows:

1. The elimination of duplicative services

The elimination of a separate independent authority with its own duplicative structure as to certain administrative and operational functions by its very nature would save the City's residents significant taxpayer dollars. Many of the responsibilities that are currently performed by JCPA personnel in each of its three (3) divisions could easily be taken over by existing City departments and personnel who already perform the same or similar functions. This is particularly true for the JCPA's Administration and Operations Divisions. For example, the handling of health benefits, payroll, human resources and purchasing by the Administrative Division are functions that are already performed by the City for its own employees. Building, parking lot and vehicle maintenance functions that are performed by the Operations Division can be performed by other City departments which perform the same types of maintenance functions on City-owned property and equipment.

It is less clear as to the level of duplicative services between the Enforcement Division and City departments. While the ticketing, towing, and booting of vehicles are often the responsibility of the police department in many other municipalities, it does not appear that the City's Department of Public Safety currently performs any of these functions. However, the City could potentially reduce the amount of personnel that

would have to be retained from the Enforcement Division's Sweeper Unit if it works with the JCIA to install GPS enabled license plate readers on JCIA street sweepers for enforcement of alternate side parking ordinances. Approximately 50% of tickets issued by the JCPA are for violations of the alternate side parking restrictions associated with street sweeping activities.

2. Reduction in staff

In conjunction with the elimination of duplicative services is the corresponding cost savings associated with a reduction in unnecessary personnel. The JCPA pays \$972,588.32 in salaries to its Administrative Division employees. The majority of these employees are responsible for various administrative functions such as the administration of health benefits, payroll, human resources and purchasing. If the JCPA were to be dissolved a significant percentage of these positions could be eliminated.

The JCPA pays \$676,836.80 in salaries to its Operations Division employees. The 17 employees in the Division are largely responsible for various maintenance functions and for parking meter collections. The maintenance services could be absorbed by the City departments that perform the same functions with a commensurate reduction in force. Enforcement Division employees that are retained to perform parking meter collections could be assigned to the City's Department of Public Works where this function may be most efficiently merged into the City's government structure.

The Enforcement Division has 53 employees. It is less clear as to the extent to which these positions can be eliminated. It is probable that a higher percentage of these employees would have to be retained by the City than as is the case with the Administration and Operations Divisions. However, it can be estimated that some staff reduction may result if the JCPA were dissolved, particularly if the City pursued certain initiatives like the installation of GPS enabled license plate readers on JCIA street sweepers for the enforcement of alternate side parking ordinances.

3. Sale or lease of JCPA headquarters

The JCPA's building located at 394 Central Avenue is vastly underutilized. If the JCPA were dissolved the City could either sell the building and pay down the debt that the City issued for its acquisition, or lease some or all of the space at market rents in order to generate additional revenue. The City might also consider incorporating this parcel into a Redevelopment Zone or similar private development effort, if same is deemed appropriate by planning, zoning and financial considerations.

4. Vehicle and equipment consolidation and/or auction

JCPA vehicles and equipment that are needed by the City can be transferred to the necessary City departments. Vehicles and equipment that are not needed can be sold at auction. There are also potential savings and efficiencies to be found if some or all of the

maintenance, service, storage functions, etc., and acquisition costs could be consolidated with already existing City facilities and services.

B. Other benefits of dissolution

1. Increased parking fine collection efforts

The more than \$20 million in uncollected scofflaw violations and outstanding time payments is a significant issue for the City. The JCPA has indicated that it has been working hard to bring scofflaws into court and collect on the debt. It reports that it has been utilizing its own records to find offenders and that over the last 2 years has collected over \$1.5 million in scofflaw violations. However, the JCPA suggests that its efforts have been hampered by the Municipal Court system which, perhaps applying the "Criminal Law" paradigm, have been more liberal in dismissing tickets or that have been putting habitual offenders on multiple time payment plans which have resulted in a loss of revenue to the City and the inability to collect on fines in a timely manner. The JCPA also indicates that the Municipal Court judges tend to merge parking violations written under the Municipal Code with moving violations written under Title 39 of the State Statutes, or dismissing the Municipal Code violations completely, resulting in a further loss of revenue.

Rather than writing this revenue off, the City should continue with more vigorous collection methods. One example is the City's recent efforts to collect on outstanding time payments. The City's Municipal Court has entered into a five (5) year contract with a company called Duncan Solutions to provide collection services on outstanding time payments. The JCPA has requested that the City allow Duncan Solutions to share information on individuals that the Municipal Court will be referring to Duncan Solutions for collection so that the JCPA might assist in the collections effort by booting offending vehicles.

The potential cost savings associated with dissolution of the JCPA would enable the City to commit additional resources to devise and implement more innovative and aggressive plans to enhance collection efforts. The City could concentrate its efforts on coordinating with the Municipal Court and Municipal Prosecutors Office to develop a plan to collect the \$9 million in outstanding tickets and \$12 million in time-payments and impose a more meaningful and certain enforcement mechanism. The City could use the enforcement resources that it would absorb from the JCPA to assist in the collections effort by aggressively booting offending vehicles. The City may also wish to explore the viability of selling the debt, or privatizing certain collection functions. The City could also increase efforts to write more tickets under its Municipal Code where it keeps all of the revenue, rather than under Title 39 where it does not.

2. Implementation of parking meter technology

With the exception of a failed effort to utilize a multi-space pay station on Central Avenue and a limited pilot program to test credit card technology to pay for parking

meter usage, the JCPA has been slow to embrace new and potentially revenue-enhancing parking technology. The JCPA does not use, nor has it even tested, pre-paid smart cards that are used widely in other cities. If the City were to take over the functions of the JCPA it would have the ability to explore the most up-to-date parking technology for allowing patrons to pay their parking fees more conveniently as a means of increasing parking revenue. Internet payments and credit card payments at parking meters should also be considered.

In addition, the meter coin collection process inherently provides for numerous opportunities for theft. The meters do not track the number of coins that go into them so there is no way to determine what the actual revenues should be at individual meters. Theft can be reduced by using other forms of technology such as credit card meters. All parking meter heads should also be audited in order to ensure that the pricing and amount of time permitted for parking is in compliance with City ordinances.

Finally, the City may wish to explore the use of vehicle boots that are capable of being released remotely after the parking violator provides credit card information. After the boot is released, the parking violator brings the boot to a designated location. For every day that the boot is not returned the violator's credit card can be charged. This technology reduces the amount of labor associated with having a City employee dispatched to release and retrieve the boot.

3. Procurement policies that are in compliance with applicable law

Dissolving the JCPA would enable the City to ensure that the procurement of goods and services for parking functions are in complete compliance with applicable laws. This is particularly true with respect to towing services where the JCPA's procurement procedures appear to be lacking. The failure to utilize a non-exclusionary and non-discriminatory, open-to-all list of towers results in a lack of competitiveness for such contracts that the state's public contracting laws are designed to promote.

Additionally, if the functions of the JCPA were to be taken over by the City, the City could ensure that the professional services contracts that are entered into to provide outside consulting services for parking enforcement functions are subject to the City's stricter Pay-to-Play Ordinance, as is the case with all other City professional services contracts.

4. Public-private partnerships to create more parking

Due to its more varied and deeper resources, the City has an enhanced capability over the JCPA to explore the use of public-private partnerships to create more parking throughout the City in a more profitable and flexible manner. For example, the JCPA only owns and operates surface parking lots. It has not developed any parking garage structures. It is not clear why this is the case. However, if the City were to develop parking structures it would not only provide needed parking space throughout the City but could also provide a significant revenue stream.

5. Control over employee training

If the JCPA were to be dissolved the City would have control over the training of employees to ensure high workplace standards and potentially avoid the types of expensive employment litigation that the JCPA has been exposed to. Retained JCPA workers can benefit greatly from the routine training that the City provides to its workers in areas such as New Jersey's Law Against Discrimination, N.J.S.A. 10:5-12.

6. Risk Management Practices

Health, Safety, Law Against Discrimination, Light Duty programs and training should be examined to see if best practices in this area are being employed. Often insurance providers will offer those at little or no cost.

7. Employee Health Benefits

Most likely, there are significant cost benefits to be extracted in the transition from an independent agency to being incorporated into the City Health, Prescription Drug, Eye Glass and COBRA plans and the City's Risk Manager and Insurance Consultants should be asked to analyze this potential.

8. Insurance Considerations

In addition Property and Casualty Insurance savings should almost certainly be extractable by blending the JCPA's functions into the City's since the City is a much larger entity and both the City's Health and Property and Casualty Insurance Programs are self-insured to certain levels. By merging JCPA's risks into a much larger pool it is reasonable to expect significant savings could be produced.

VI. Potential Issues Associated With Dissolution

In order to obtain Board approval for the dissolution of the JCPA the City must make a showing that it has made adequate provisions for the payment of the JCPA's creditors and for the assumption of the JCPA's necessary services. Aside from the money that the JCPA owes the City for outstanding bond payments to which the City is obligated, the only other debt we are aware of is that which the JCPA has for accrued sick and vacation time to its employees in the amount of \$513,524.58 and \$83,756.20 in outstanding lease payments on JCPA vehicles. Therefore, any potential issues associated with the dissolution of the JCPA lies primarily with the City's ability to assume the JCPA's necessary services. Two broad categories of issues to be considered are the manner in which the necessary operations of the JCPA will be absorbed by the City and labor and employee benefit issues.

A. Operational Issues

Once the duplicative functions in administrative services, maintenance and other areas are stripped away, what is left are the core enforcement functions of the JCPA that the City would have to assume if the JCPA were to be dissolved. While there still may be some level of redundancy in these services, it is probable that a higher percentage of the JCPA employees that perform the enforcement functions would have to be retained by the City. It may be advisable to maintain some of these core functions as a unit, rather than decentralize them. The issue is where and how these functions can best be efficiently and effectively assimilated into the City's government structure. This should be one of the chief focuses of a more detailed analysis of any transition. One option is to merge the enforcement functions into the City's Department of Public Safety or some other existing City department. Another option would be for the City to create an entirely new entity that would be solely responsible for parking enforcement issues.

It may also be that dispatch functions should be maintained by existing JCPA personnel. It does not appear to be advisable to use the City's Department of Public Safety dispatchers since public safety dispatch and parking enforcement dispatch functions have disparate operational goals. However, the City may wish to explore the use of Department of Public Works dispatchers for parking enforcement dispatch functions.

B. Labor Issues

A major consideration relates to the issues associated with the rehiring of necessary JCPA personnel by the City. The differences between the City and the JCPA with respect to bargaining units and pension systems, and assimilating non-civil service JCPA personnel into the City's civil service system are all transitional issues that would require a more detailed analysis that is beyond the scope of this report if the City decides to move forward with the dissolution of the JCPA.

VII. Proposed Recommendations

The JCPA has made various recommendations to increase revenue and overall efficiency. Many of these recommendations should be evaluated by the City regardless of whether the City decides to move forward with the dissolution of the JCPA. The recommendations are as follows:

- A. Increase the level of nighttime parking enforcement personnel. The JCPA currently has minimal manpower during nighttime hours that work until 11:30 p.m.
- B. Expand Residential Parking Permit requirements until at least 8 p.m. Currently most zones require permits only until 5 p.m. However, the JCPA reports that a big complaint among residents is that they cannot find parking when they get home from work.
- C. Install parking meters along Washington Boulevard that would be in effect from 6 p.m. to 2 a.m. This would accommodate parking for area restaurants and for people traveling to New York City at night.

- D. Explore installing parking meters in areas that were approved for them but were never installed.
- E. Explore designating areas around light rail stations as Zone Parking.
- F. Explore installing credit card meters.
- G. Consider increasing meter fees in some locations, such as high volume commuter areas and for credit card meters.
- H. Consider the proposed permit fee increases that are set forth in Exhibit D.

VIII. Basis of Report

This report is subject to the caveat that Weiner Lesniak LLP has relied on previous reports, audits, financial statements and other documents that have been supplied to us by the City Corporation Counsel's office by letter dated September 12, 2013, a copy of which letter is attached as Exhibit "P". We were also supplied with additional documentation by Mary Paretti, Chief Executive Officer of the JCPA, on October 28, 2013. The documentation supplied to us by Ms. Paretti was in response to our letter dated October 21, 2013 requesting additional information. A copy of our letter dated October 21, 2013 listing the requested additional information is attached as Exhibit "Q". In addition, we had one brief meeting with the City Corporation Counsel's office on September 3, 2013. We also had one meeting with Ms. Paretti and the JCPA's General Counsel, Aurelio Vincitore, Esq., as well as Corporation Counsel on October 28, 2013 at the JCPA's offices. The information set forth herein is accurate as of the date hereof and to the extent of the accuracy of the aforesaid documents.

EXHIBIT A

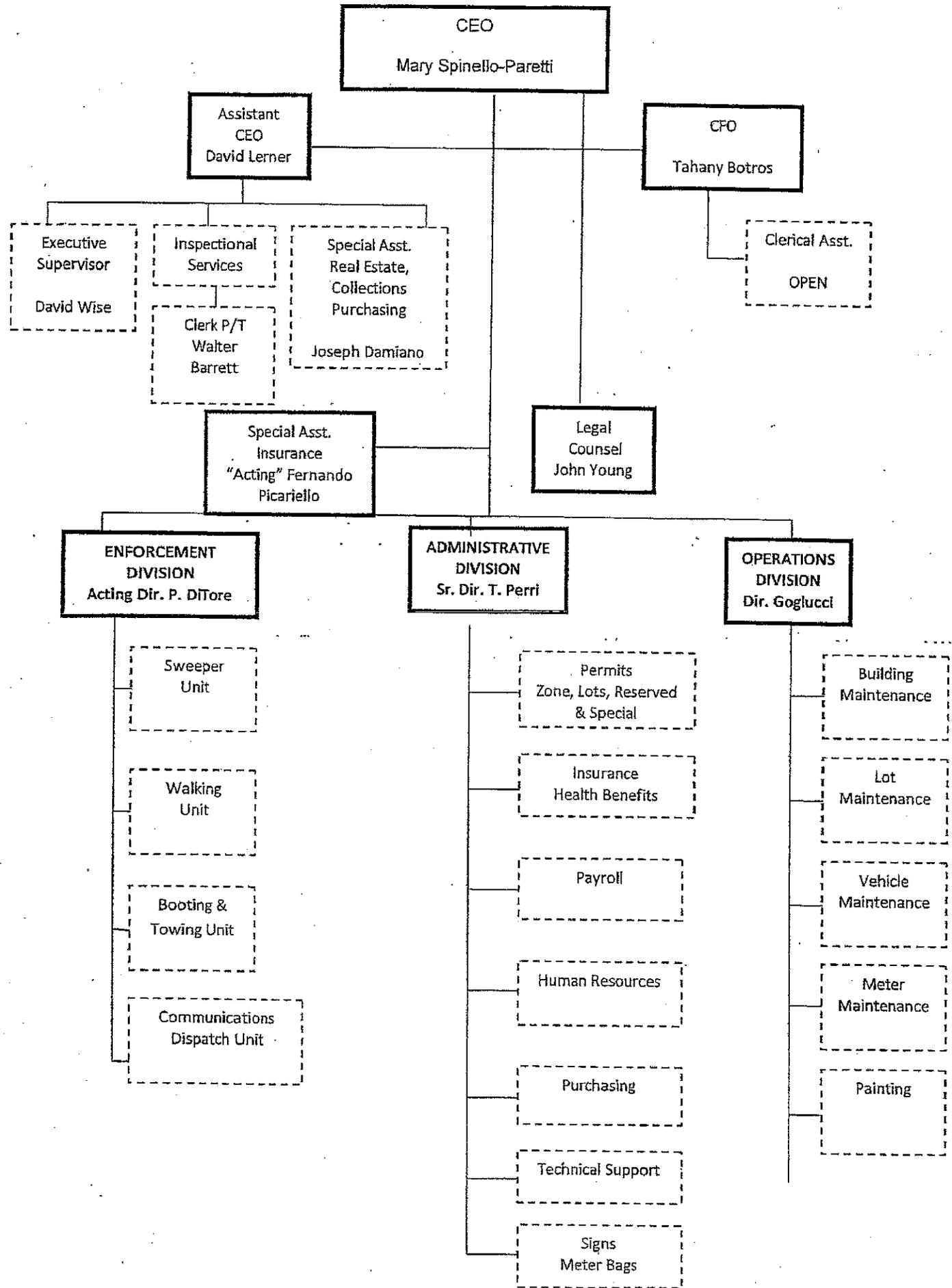


EXHIBIT B

JCPA EMPLOYEE		UPDATED 10/25/13				Yrs of
#	NAME	DIVISION	TITLE	SALARY	HIRE DATE	Service
1	BALLON, SARAH	ADMINISTRATION	CLERK	\$38,736.00	6/10/2002	11
2	BARRETT, WALTER	ADMINISTRATION	P/T CLERK	\$29,590.08	3/23/2006	7
3	BOTROS, TAHANY	ADMINISTRATION	CFO	\$78,270.04	7/20/2000	13
4	DAMIANO, JOSEPH	ADMINISTRATION	SPECIAL ASST.	\$72,820.80	2/27/1995	18
5	ELLERSON, GAIL	ADMINISTRATION	EXECUTIVE SUPERVISOR	\$57,553.60	10/1/1991	22
6	LERNER, DAVID	ADMINISTRATION	ASST. CEO	\$87,942.40	4/3/1995	18
7	LOGAN, ROBIN	ADMINISTRATION	ADM. ASSISTANT	\$40,310.40	2/2/1998	15
8	PARETTI, MARY	ADMINISTRATION	CEO	\$123,805.00	4/1/2009	4
9	PENA, LISETTE	ADMINISTRATION	ADM. SECRETARY	\$46,384.00	3/26/1990	23
10	PERRI, TERRI	ADMINISTRATION	SENIOR DIR.	\$87,027.20	1/27/1975	38
11	PICARIELLO, FERNANDO	ADMINISTRATION	INS. COORDINATOR	\$69,056.00	3/24/1997	16
12	SELINSKI, ANN	ADMINISTRATION	CLERK	\$38,625.60	5/5/1997	16
13	SHARPE, SUSAN	ADMINISTRATION	CLERK	\$36,816.00	5/5/1997	16
14	VINCITORE, AURELIO	ADMINISTRATION	ATTORNEY	\$77,064.00	9/10/2012	1
15	WILSON, PATRICIA	ADMINISTRATION	CLERK	\$35,401.60	6/3/2009	4
16	WISE, DAVID	ADMIN/ENFORC.	EXECUTIVE SUPERVISOR	\$53,185.60	8/14/1991	22
		TOTAL		\$972,588.32		
17	ABRAHAM, GITH	ENFORCEMENT	CAPT./ASST. TO THE DIR. ENF	\$46,425.60	7/29/1998	15
18	ADAMSON, GEORGE	ENFORCEMENT	PEO	\$36,899.20	10/13/1981	32
19	BAUER, MARY	ENFORCEMENT	CAPT.	\$43,700.80	10/14/1997	16
20	BENTHALL, TYRIA	ENFORCEMENT	P/T PEO	\$16,589.40	3/18/2013	
21	CAPELLAN, VICENTE	ENFORCEMENT	SGT.	\$39,020.80	6/26/1997	16
22	CARR, DARNELL	ENFORCEMENT	LIEUTENANT	\$40,996.80	6/10/2002	11
23	COUSAR, RAKEIDA	ENFORCEMENT	PEO	\$36,899.20	6/5/2003	10
24	CURRAN, JOSEPH	ENFORCEMENT	DEPUTY DIR.	\$74,796.80	1/22/1993	20
25	D'AMICO, JOHN	ENFORCEMENT	LIEUTENANT	\$40,996.80	12/29/1997	16
26	DAVIS, AL'CEE	ENFORCEMENT	PEO	\$32,489.60	10/17/2011	2
27	DITORE, PATRICK	ENFORCEMENT	ACTING DIR. OF ENF	\$63,190.40	11/5/2007	6
28	ERRICO, FRANK	ENFORCEMENT	PEO	\$45,988.80	8/20/1973	40
29	FIGUEROA, MARIA	ENFORCEMENT	PEO	\$36,899.20	6/26/2006	7
30	GERENA, MICHAEL	ENFORCEMENT	ASST. DIR. OF ENF.	\$55,827.20	12/27/1995	18
31	GOMEZ, ARNALDO	ENFORCEMENT	PEO	\$36,899.20	3/7/1997	16
32	GONZALEZ, FRANCISCO	ENFORCEMENT	LIEUTENANT	\$40,996.80	7/15/1996	17
33	GUACH, CHRISTINA	ENFORCEMENT	PEO	\$36,899.20	2/24/2004	9
34	GUACH, GABRIEL	ENFORCEMENT	PEO	\$36,899.20	3/31/2003	10
35	GUZMAN, MIGUELINA	ENFORCEMENT	PEO	\$36,649.60	8/18/2008	5
36	HANSON, TYSHON	ENFORCEMENT	PEO	\$16,598.40	8/21/2012	
37	ISABELLA, JENNIFER	ENFORCEMENT	PEO	\$36,816.00	8/21/2000	13
38	KARAGEORGIU, KALIOPE	ENFORCEMENT	DISPATCHER	\$36,816.00	7/13/1998	15
39	LAUREANO, ROSALIE	ENFORCEMENT	PEO	\$36,899.20	6/26/2006	7
40	LEONARD, PHILIP	ENFORCEMENT	PEO	\$36,899.20	11/21/2001	12
41	LIPARI, PAUL	ENFORCEMENT	PEO	\$36,899.20	6/26/2006	7
42	MANZO, RAYMOND	ENFORCEMENT	INSPECTOR	\$55,307.20	12/29/1997	16
43	MAXON, STEPHANIA	ENFORCEMENT	P/T PEO	\$16,598.40	4/29/2013	
44	McCABE, JENNIFER	ENFORCEMENT	PEO	\$36,899.20	12/4/2006	7
45	MIDDLETON, AMIRA	ENFORCEMENT	P/T PEO	\$16,598.40	4/29/2013	
46	MORANTE, MIGUEL	ENFORCEMENT	PEO	\$36,899.20	9/17/2007	6
47	ORIANI, MICHAEL	ENFORCEMENT	PEO	\$36,899.20	4/8/2003	10
48	OTOYA, JULIO	ENFORCEMENT	PEO	\$36,899.20	7/20/1998	15
49	PERROTTA, ALBERTO	ENFORCEMENT	PEO	\$36,649.60	8/20/2008	5
50	PICCILLO, ROSELYN	ENFORCEMENT	DISPATCHER	\$43,721.60	1/27/1992	21
51	PITCHER, CANDACE	ENFORCEMENT	PEO	\$36,899.20	3/27/2006	7
52	RAMOS, IVAN	ENFORCEMENT	PEO	\$36,899.20	12/6/1995	18
53	RAY, CARRIE	ENFORCEMENT	DISPATCHER	\$13,252.20	10/30/1995	18
54	REYES, LUIS	ENFORCEMENT	P/T PEO	\$16,598.40	3/18/2013	
55	RIOS, CONSUELO	ENFORCEMENT	PEO	\$29,519.36	7/20/2000	13
56	RIOS, SANDRA	ENFORCEMENT	PEO	\$36,899.20	6/24/2002	11

#	NAME	DIVISION	TITLE	SALARY	HIRE DATE	SERVICE
57	RIVERA, NYDIA	ENFORCEMENT	PEO	\$36,899.20	6/10/2002	11
58	ROCCO, JOHN	ENFORCEMENT	PEO	\$36,899.20	7/17/1996	17
59	SANTANA, ARQUIMEDES	ENFORCEMENT	PEO	\$36,899.20	6/10/2002	11
60	SHEEHAN, WILLIAM	ENFORCEMENT	PEO	\$36,649.60	8/18/2008	5
61	SKOP, RAYMOND	ENFORCEMENT	CAPT.	\$43,700.80	5/3/1996	17
62	SZYMANSKI, STELLA	ENFORCEMENT	PEO	\$36,899.20	2/23/1998	15
63	TALTY, SEAN	ENFORCEMENT	CAPT.	\$43,700.80	9/21/1998	15
64	TALYCZAK, JANICE	ENFORCEMENT	PEO	\$36,899.20	6/10/1998	15
65	TAMPUSARI, NIKO	ENFORCEMENT	PEO	\$36,899.20	7/18/1996	17
66	TORRES, MOMOTARO	ENFORCEMENT	ASST. DIR. OF ENF.	\$55,827.20	3/28/1988	25
67	VELAZQUEZ, OTTO	ENFORCEMENT	P/T PEO	\$23,984.48	5/19/1995	18
68	VELEZ, CARLITO	ENFORCEMENT	PEO	\$36,899.20	4/10/2003	10
69	VIRREY, GERARDO	ENFORCEMENT	PEO	\$36,899.20	3/23/1993	20
		TOTAL		\$1,985,588.64		
	OPERATIONS					
70	ARRIAZADE SARDINAS, VICKI	OPERATIONS	GENERAL HELP	\$36,649.60	11/5/2008	5
71	CARUSO, VINCENT	OPERATIONS	GENERAL HELP	\$36,899.60	8/16/2000	13
72	CLARK, MICHAEL	OPERATIONS	GENERAL HELP	\$36,899.60	4/2/1997	16
73	CONNOLLY, PAUL	OPERATIONS	GENERAL HELP	\$36,899.60	5/14/1990	23
74	DIGIORGI, EDWARD	OPERATIONS	MECHANIC	\$36,899.60	3/28/1995	18
75	FOLCARELLI, BRUNO	OPERATIONS	GENERAL HELP	\$36,899.60	3/9/1992	21
76	GABRIELE, ALFRED	OPERATIONS	GENERAL HELP	\$36,899.60	6/26/1990	23
77	GARCIA, SANTOS	OPERATIONS	GENERAL HELP	\$36,899.60	1/25/1999	14
78	GIORDANO, CHRISTOPHER	OPERATIONS	GENERAL HELP	\$36,899.60	6/11/1990	23
79	GOGLUCCI, VITO	OPERATIONS	DIR. OF OPER	\$69,056.00	3/28/1984	29
80	LOPEZ, JOSEPH	OPERATIONS	ASST. DIR. OF OPER	\$55,827.20	9/6/1995	18
81	OSWALD, RICHARD	OPERATIONS	MECHANIC	\$36,899.60	1/18/2000	13
82	SPINA, MICHAEL	OPERATIONS	GENERAL HELP	\$36,899.60	4/7/1997	16
83	TANGO, ANGELO	OPERATIONS	GENERAL HELP	\$36,899.60	7/25/2000	13
84	TUNIA, ROBERT	OPERATIONS	GENERAL HELP	\$36,899.60	6/11/1990	23
85	VERACE, NATALINO	OPERATIONS	GENERAL HELP	\$40,019.20	7/6/1998	15
86	YOUNG, SHAREIFF	OPERATIONS	GENERAL HELP	\$32,489.60	10/17/2011	2
		TOTAL		\$676,836.80		
		GRAND TOTAL		\$3,635,013.76		

Years of Service reflected above are based upon 2013 anniversary dates; what they will reach this year.

Not all part-time employees work the same number of hours that is why their salaries are different. Also, there are contractual steps build into the union contracts so not everyone is paid the same rate; it depends upon years of service

10/22/13 Board Confirmed my request to make 4

Part-Time employees full-time effective 11/1/13; These employees will cover gaps created by employees leaving and/or applying for permanent disability

Michael Zubrowski - Pension disability - Rosalie Laureano, Paul Lipani - Sarah Ballon have applied for permanent disability.

Part-Time to Full-Time, Tyria BenBall, Luis Reyes, Stephania Maxon & Amira Middleton

Roselyn Acallo Retiring January 1st 2014.

EXHIBIT C

ADMINISTRATIVE DIVISION
Sr. Director
Terri Perri

Administrative Assistant
Lisette Pena

PERMIT DIVISION
Executive Supervisor Gail Ellerson

Administrative Assistants
Robin Logan
Open

Clerks
Susan Sharpe
Sarah Ballon
Ann Selinski
Kathy Montano

Insurance Health Benefits

Payroll

Human Resources

Purchasing

Technical Support

PERMIT DIVISION

This Division has six (6) employees including the Executive Supervisor who runs the Division.

The Permit Division is responsible for distributing various types of parking permits to residents and non-residents. There are twelve locations/lots where we offer monthly permits; some locations only have night permits.

Residential Permits are renewed annually and renewal notices are sent out a month before they are due to expire. Last year we issued 13,717 residential permits; through January of this year we have issued 7,897 permits.

In FY 2010-2011 we issued a total of 43,221 Zone Permits, which includes all of the categories listed below, plus residential permits. In FY 2011-2012 (thru Jan) we have issued 25,347 Zone Permits.

In addition to residential permits we issue the following permits:

		2010-2011	2011-2012
1- One Day Contractor	\$15	85	27
2- Non-Resident	\$300	508	311
3- Non-Resident Temp	\$125	65	61
4- Government Workers	\$200	432	265
5- Home Health Aide	\$50	62	16
6- 6 Month Contractor	\$175	23	12
7- Temporary Resident	\$15	1,762	926
8- Visitor Permits	\$3	24,240	14,485

In FY 2010-2011 we issued a total of 43,221 Zone Permits, which includes all of the categories listed above. In FY 2011-2012 (thru Jan) we have issued 25,347 Zone Permits.

We also issue Monthly permits for Reserved Permit Parking locations in the Downtown area. These permits are \$125 per month and are offered on a first come first serve basis; however, the majority of people automatically renew their permit. These permits are hang-tags that are to be affixed to the rearview mirror. In FY 2010-2011 we issued 3,126 of these permits in FY 2011-2012 (Feb) we've issued 2,012 permits

We also issue Permits to park in our lots, some are for 24/7 some are just for overnight. In FY 2010-2011 we issued 2,868 permits for our lots, In FY 2011-2012 (Feb) we've issued 1,967 permits.

Annually we issue approximately 49,000 permits.

All new permit applications require proof of address and documentation must be presented with the application for review at time of purchase. Staff is divided up to handle the different types of permits, for example, one person is in charge of the monthly permits and corresponding mail outs. All staff is cross trained, but, each person has a regular job assignment.

The Executive Supervisor is responsible for insuring all monetary transactions are recorded, proofed and deposited on a daily basis. This information is then forwarded to the CFO for monthly reporting to the Board of Commissioners. The Division maintains its own reports as well. Reports for Monthly permits for the lots and Reserved Areas are generated on a regular basis.

The Division is responsible for insuring an adequate supply of all permits is maintained at all times. They are required to keep an inventory of visitor passes that are sold so all are accounted for at any given time.

The permit window is open from 8am-6pm Monday through Friday, no appointment is necessary to obtain a permit.

Staff also handles telephone inquiries about what types of permits are available, how much they cost, what documentation is required etc. They also work closely with the Enforcement Division because issues arise regarding validity of permits and verification of expiration dates.

Staff also assists residents by providing paperwork for the Division of Motor Vehicle for proof of residency.

EXHIBIT D

**PROPOSAL TO INCREASE
FINES/FEES TO
~~INCREASE REVENUE~~**

Parking Violation Fines

In reviewing the current fines assessed for parking violations (Municipal Code and Title 39) I have learned that fines have not increased since 2003, nor has the percentage of ticket revenue the JCPA receives.

I have done a survey of other Municipalities within Hudson County to see where our fines fall in comparison. I have attached a copy of the information collected for your review. Based upon my findings I am recommending the City Council consider the following increases:

Violation	Current	Yr. 1	Yr. 2	Yr. 3
Alternate Side Parking/Sweeper	\$42	\$47	\$47	\$57
Prohibited Area	\$42	\$47	\$52	\$57
Prohibited/Posted	\$42	\$47	\$52	\$57
No Stopping/Standing	\$42	\$47	\$52	\$57
No Stopping/Standing Designated	\$42	\$47	\$52	\$57
Loading Zone	\$42	\$47	\$50	\$55
Emergency No Parking	\$42	\$47	\$50	\$54
No Valid Permit	\$42	\$50	\$55	\$60
Overtime Meter	\$29	\$30	\$30	\$32

Based upon the number of tickets issued in 2010 and 2011, if the above increases are adopted the additional revenue that could be generated is as follows:

2010	\$1,032,938	\$1,329,284	\$2,361,303
2011	\$ 941,334	\$1,237,036	\$2,184,233

The figures for 2011 are less than 2010 because we issued approximately 20,000 less sweeper tickets in 2011 due to the blizzard. Sweeper tickets account for approximately 50% of all tickets issued; based upon 20,000 tickets not being issued there was a reduction in possible revenue of \$840,000.

I have attached all of the calculations supporting this recommendation for your review.

Title 39 fines are assessed by the state their most recent fines are listed below

Violation	2003	2004
Improper Parking within an intersection	47	54
Improper Parking on a crosswalk	47	54
Improper parking in front of a Driveway	47	54
Improper Parking within 25' of a crosswalk.	47	54
Improper parking on a sidewalk	47	54
Improper Parking within 50' of a stop sign	47	54
Improper Parking within 10' of a Fire Hydrant	47	54
Improper parking within 50' of a railroad	47	54

The above violations are similar to what Municipal Ordinances violations for prohibited areas would be written under

Proposed Violation Rate Increases - Estimated Increased Revenue 2011 Tickets						
Violation	2011 Tickets Issued	Current Fine	1st Yr Increase	2nd Yr Increase	3rd Yr Increase	
Alternate Side/Sweeper	111,685	\$ 4,690,770.00	\$ 47.00	\$ 5,249,195.00	\$ 47.00	\$ 5,807,620.00
Prohibited Area	27,755	\$ 1,165,710.00	\$ 47.00	\$ 1,304,485.00	\$ 52.00	\$ 1,582,035.00
Prohibited Posted	1,933	\$ 81,186.00	\$ 47.00	\$ 90,851.00	\$ 52.00	\$ 110,181.00
No Stopping or Standing	13,513	\$ 567,546.00	\$ 635,111.00	\$ 702,676.00	\$ 770,241.00	
No Stop/Stand Designated Area	1,734	\$ 72,828.00	\$ 81,498.00	\$ 90,168.00	\$ 98,838.00	
Loading Zone	2,203	\$ 92,526.00	\$ 47.00	\$ 103,541.00	\$ 50.00	\$ 121,165.00
Emergency No Parking	606	\$ 25,452.00	\$ 47.00	\$ 28,482.00	\$ 30,300.00	\$ 32,724.00
No Valid Permit	12,520	\$ 525,840.00	\$ 50.00	\$ 626,000.00	\$ 55.00	\$ 751,200.00
Overtime Meter	44,029	\$ 1,276,841.00	\$ 30.00	\$ 1,320,870.00	\$ 30.00	\$ 1,408,928.00
2011	215,978	\$ 8,498,699.00	\$ 9,440,033.00	\$ 9,735,735.00	\$ 10,682,932.00	
Estimated Total Increased Revenue			\$ 941,334.00	\$ 1,237,036.00	\$ 2,184,233.00	

The JCPA currently receives \$8 per paid ticket, if the Administration and Council agree to increase the fines I would propose increasing the amount the JCPA receives per ticket to \$9 or \$10 per paid ticket. The increase would be offset by the increase in fines.

Please Note: The JCPA did not issue any street cleaning tickets from Dec 23rd - Feb 20 2011 due to blizzard and snow on the ground approximately 20,000 tickets would have been issued during this time period.

Violation	Tickets Issued		Tickets Issued under Title 39			
	1/10-12/31/10	Ticket Amount	Total Potential Revenue	ICPA %	City's Portion of Revenue	
Prohibited	13	54	702	\$ 104.00	\$ 598.00	
Improper Intersection	286	54	15,444	\$ 2,288.00	\$ 13,156.00	
Crosswalk	509	54	27,486	\$ 4,072.00	\$ 23,414.00	
Driveway	1486	54	80,244	\$ 11,888.00	\$ 68,356.00	
25' from a Crosswalk	1189	54	64,206	\$ 9,512.00	\$ 54,694.00	
Sidewalk	545	54	29,430	\$ 4,360.00	\$ 25,070.00	
50' from Stop Sign	199	54	10,746	\$ 1,592.00	\$ 9,154.00	
Fire Hydrant	2399	54	129,546	\$ 19,192.00	\$ 110,354.00	
Double Parked	628	54	33,912	\$ 5,024.00	\$ 28,888.00	
50' from Railroad Crossing	137	54	7,398	\$ 1,096.00	\$ 6,302.00	
	7391		\$ 399,114.00	\$ 59,128.00	\$ 339,986.00	
Total	244,274		\$ 10,080,824.00	\$ 1,954,192.00	\$ 8,126,632.00	
Total # Tickets Issued 2010	247,260		\$ 1,978,080.00			
The total overall revenue the city can receive if all of the above tickets are paid is estimated to be \$7,609,269, however, it may be somewhat less once the state's percentage is subtracted from the 6,785 tickets issued under Title 39.						
One of the biggest issues facing the city is scofflaw, currently, there is approximately \$9 million in outstanding tickets on the books and if the money is not collected within 3 years it is written off the books under the Quigley Law. Annually, the city writes off approximately \$1million.						
Another problem with collecting this revenue is Judges tend to merge parking violations with moving violation or dismiss them completely which means the fines written under Municipal Code Violations where the city retains 100% of the fine are dismissed and the fines the city splits with the state are upheld, resulting in less direct revenue to the city budget.						

Tickets issued under Title 39

Violation	Tickets Issued		Ticket Amount	Total Potential		JCPA %	City's Portion of	
	Jan-Dec 2011	1775		Revenue	Revenue		Revenue	Revenue
Prohibited		1775	54	95,850	\$ 14,200.00	\$ 8.00	\$ 81,650.00	
Improper Intersection		82	54	4,428	\$ 656.00		\$ 3,772.00	
Crosswalk		703	54	37,962	\$ 5,624.00		\$ 32,338.00	
Driveway		1643	54	88,722	\$ 13,144.00		\$ 75,578.00	
25' from a Crosswalk		772	54	41,688	\$ 6,176.00		\$ 35,512.00	
Sidewalk		495	54	26,730	\$ 3,960.00		\$ 22,770.00	
50' from Stop Sign		331	54	17,874	\$ 2,648.00		\$ 15,226.00	
Fire Hydrant		2365	54	127,710	\$ 18,920.00		\$ 108,790.00	
Double Parked		617	54	33,318	\$ 4,936.00		\$ 28,382.00	
50' from Railroad Crossing		6	54	324	\$ 48.00		\$ 276.00	
		8789		\$ 474,606.00	\$ 70,312.00		\$ 404,294.00	
Total		233,216						

The total overall revenue the city can receive if all of the above tickets are paid is estimated to be \$7,713,808, however, it may be somewhat less once the state's percentage is subtracted from the 8,789 tickets issued under Title 39.

One of the biggest issues facing the city is scofflaw, currently, there is approximately \$9 million in outstanding tickets on the books and an additional \$12 million in T-Pay or time-payments. If the money is not collected within 3 years it is written off as a loss under the Quigley Law. The City cannot afford to have this happen. The JCPA has been working very hard to bring these offenders into court, but the Judges have been very liberal in dismissing tickets or putting habitual offenders on multiple T-Pay plans. This is costing the City a significant amount of money.

Another problem with collecting this revenue is Judges tend to merge parking violations with moving violation or dismiss them completely which means the fines written under Municipal Code Violations where the city retains 100% of the fine are dismissed and the fines the city splits with the state are upheld, resulting in less direct revenue to the city budget.

Since the end of April the JCPA has brought into court via booting of offenders close to \$800,000 in outstanding ticket revenue I do not know how much has been collected and how much has been placed on Time-Payments, but, we have been working very hard to bring this revenue into the city. So in addition to the above revenue from tickets issued in 2011, we have brought in additional scofflaw revenue. The Court has a record of the amount, we have not received a total from them.

Violation	Proposed Violation Rate Increases - Estimated Increased Revenue 2010 Tickets				
	2010 Tickets Issued	Current Fine	1st Yr Increase	2nd Yr Increase	3rd Yr Increase
<i>Alternate Side/Sweeper</i>	130,293	\$ 5,472,306.00	\$ 6,123,771.00	\$ 6,123,771.00	\$ 6,775,236.00
<i>Prohibited Area</i>	38,004	\$ 1,596,168.00	\$ 1,786,188.00	\$ 1,976,208.00	\$ 2,166,228.00
<i>Prohibited Posted</i>	2,357	\$ 98,994.00	\$ 110,779.00	\$ 122,564.00	\$ 134,349.00
<i>No Stopping or Standing</i>	495	\$ 20,790.00	\$ 23,265.00	\$ 25,740.00	\$ 28,215.00
<i>No Stop/Stand Designated Area</i>	3,779	\$ 158,718.00	\$ 177,613.00	\$ 196,508.00	\$ 215,403.00
<i>Loading Zone</i>	3,540	\$ 148,680.00	\$ 166,380.00	\$ 177,000.00	\$ 194,700.00
<i>Emergency No Parking</i>	492	\$ 20,664.00	\$ 23,124.00	\$ 24,600.00	\$ 26,568.00
<i>No Valid Permit</i>	12,415	\$ 521,430.00	\$ 620,750.00	\$ 682,825.00	\$ 744,900.00
<i>Overtime Meter</i>	37,818	\$ 1,096,722.00	\$ 1,134,540.00	\$ 1,134,540.00	\$ 1,210,176.00

Tickets issued under Municipal Ordinance Violations 2010

Violation	Tickets Issued 1/10-12/31/10	Ticket Amount	Total Potential Revenue	JCPA % \$8.00	City's Portion of Revenue
Sweeper	130,293	42	5,472,306	\$ 1,042,344.00	\$ 4,429,962.00
Meter	37,818	29	1,096,722	\$ 302,544.00	\$ 794,178.00
Prohibited Area	38,004	42	1,596,168	\$ 304,032.00	\$ 1,292,136.00
Commercial Vehicle	426	125	53,250	\$ 3,408.00	\$ 49,842.00
Prohibited Street Posted	2,357	42	98,994	\$ 18,856.00	\$ 80,138.00
No Valid Permit	12,415	42	521,430	\$ 99,320.00	\$ 422,110.00
No Stop/Standing	495	42	20,790	\$ 3,960.00	\$ 16,830.00
No Stop/Stand Designated	3,779	42	158,718	\$ 30,232.00	\$ 128,486.00
Emergency No Parking	492	42	20,664	\$ 3,936.00	\$ 16,728.00
Bus Stop	6,659	54	359,586	\$ 53,272.00	\$ 306,314.00
Handicapped	524	250	131,000	\$ 4,192.00	\$ 126,808.00
Loading Zone	3,540	42	148,680	\$ 28,320.00	\$ 120,360.00
Parked Wrong Direction	81	42	3,402	\$ 648.00	\$ 2,754.00
	235,883		\$ 9,681,710.00	\$ 1,895,064.00	\$ 7,786,646.00
When the JCPA issues tickets under a Municipal Ordinance the city receives all of the proceeds from the fine minus the \$8.00 per ticket the JCPA receives. The JCPA only receives \$8 for paid tickets.					
When the JCPA issues tickets under Title 39, the city has to split the proceeds with the State. I am not sure how much of the overall revenue the city maintains on these tickets, but, I have been lead to believe it is minimal; which is why the JCPA issues the majority of its tickets under municipal ordinance codes.					
The above figures are for tickets issue under Chapter 26, now 332, since the city has revised the Municipal Code.					
The figures below are for tickets issued under Title 39					

Permit Fees

I am recommending the City Council consider increasing fees relating to the Residential Permit Parking Program. I have attached a copy of the proposed changes along with a detailed breakdown of the projected increase in revenue. There are a few options that could be made, however, if the Council moves forward with my recommendations and adopts the higher recommendations the potential increase in revenue for 2010-2011 would have been \$229,397. Based upon the first 6 months of figures for 2011-2012, and assuming they will remain fairly consistent over the next 6 months the projected increase in revenue would be \$263,338

In addition to increasing the existing fees, I would also like the Council to consider adopting the Four (4) hour permit previously debated. This permit would allow residents who currently live in areas that do not require zone permits to purchase them. This permit would be honored in all zones and residents with permits would be able to park in any residential zones with the exception of those strictly reserved for residents only, for up to four (4) hours. Individuals without permits would continue to be limited to two (2) hours. This permit would cost \$25, the same as a regular residential permit, should you decide to increase to this amount.

It is difficult to determine how much revenue this permit would generate since it has never been offered before.

I would also suggest the Administration and the Council considers extending the hours for Residential parking to 8PM or 9PM; this revision would mean people could not park after either 6PM or 7PM without a permit, under the current Ordinance people can park at 3PM and do not have to move their car until 9AM the following morning. My office constantly receives complaints from residents that when they get home from work they cannot find parking. Some of these people work later shifts but, many work a normal 9-5 schedule but, by the time they commute home they cannot find parking. We also receive a number of complaints about out-of-town plates parked overnight, but again, we cannot do anything because we cannot enforce the Residential Parking Ordinance after 3PM, except in the areas that have specific resident only restrictions. I believe people would not object to the increased permit fee if they felt they were going to get a benefit from it and extending the hours of enforcement would benefit the residents.

Residential Permits - Current Fees v Proposed Increased Fees						
2011-2012	# Permits	\$15	\$20	\$25		
July	1,257	18855	26880	31425		
Aug	1,344	20160	26880	33600		
Sept	1,339	20085	26780	33475		
Oct	1,256	18840	25120	31400		
Nov	1,063	15945	21260	26575		
Dec	840	12600	16800	21000		
January	852	12780	17040	21300		
February	1,028	15420	20560	25700		
Permits Issued	7099	\$ 106,500.00	\$ 143,740.00	\$ 177,500.00		
Increase of			37,240	71,000	First 6 months only	
July - February 2012						
1 Day Contractor	33	495	660		Current rate is \$15 proposed increase to \$20	
Non-Resident	378	113400	122850		Current rate is \$300 proposed increase to \$325	
Non-Resident - Temp	65	8125	9750		Current rate is \$125 proposed increase to \$150	
Non-Resident- City Worker	274	54800	61650		Current rate is \$200 proposed increase to \$225	
6 Month Contractor	14	2450	2800		Current rate is \$175 proposed increase to \$200	
Visitor Permits	16,306	48918	81530		Current rate is \$3.00 proposed increase to \$5	
Temp Resident (30Days)	1,037	15555	20740	25925	Current rate is \$15 proposed increase to \$20 or \$25	
		\$ 243,743.00	\$ 299,980.00	\$210,495		

Residential Permits - Current Fees v Proposed Increased Fees						
2010-2011	# Permits	\$15	\$20	\$25		
July	1,910	19650	25600	32750		
Aug	1,280	19200	25600	32000		
Sept	1,388	20820	27760	34700		
Oct	1,168	17520	23360	29200		
Nov	948	14220	18960	23700		
Dec	909	13635	18180	22725		
Jan	879	13185	17580	21975		
Feb	959	14385	19180	23975		
March	1,373	20595	27460	34325		
April	1,098	16470	21960	27450		
May	1,106	16590	22120	27650		
June	1,299	19485	25980	32475		
Permits Issued	13717	\$ 205,755.00	\$ 273,740.00	\$ 342,925.00		
Increase of			\$ 67,985.00	\$ 137,169.00		
FY 2010-2011						
1 Day Contractor	85	1275	1700			Current rate is \$15 proposed increase to \$20
Non-Resident	508	152400	165100			Current rate is \$300 proposed increase to \$325
Non-Resident - Temp	65	8125	9750			Current rate is \$125 proposed increase to \$150
Non-Resident- City Worker	432	86400	97200			Current rate is \$200 proposed increase to \$225
6 Month Contractor	23	4025	4600			Current rate is \$175 proposed increase to \$200
Visitor Permits	24,241	72723	121205			Current rate is \$3.00 proposed increase to \$5
Temp Resident (30Days)	1,762	26430	35240	44050		Current rate is \$15 proposed increase to \$20 or \$25
		\$ 351,378.00	\$ 434,795.00	\$ 388,653.30		
Increase of			\$83,417	\$92,227		

The following is a list of locations where Meters are authorized by Municipal Ordinance, but have never been installed:

Bergen Ave Jewett Avenue to Sip Avenue- currently none are installed from Jewett to Duncan and the businesses in the area having been asking for them to be installed.

Communipaw Avenue	Mallory to Pacific Avenue
Fairmount Avenue	Monticello to Bergen Avenue
Grand Street	Arlington to Johnston Avenue
Jackson Avenue (MLK)	McAdoo to Communipaw Avenue
Ocean Avenue	Bramhall to Gates Avenue
Monticello Avenue	Communipaw to Orchard Street
Pacific Avenue	Communipaw to Ash
Randolph Avenue	Harmon Street to Communipaw Avenue
Rose Avenue	Danforth to Catòr Avenue
Storms Avenue	Bergen to Monticello

A section that should be added is West Side Avenue from Grant to Audubon, the area directly across from the new charter high school; that area is not zoned or metered.

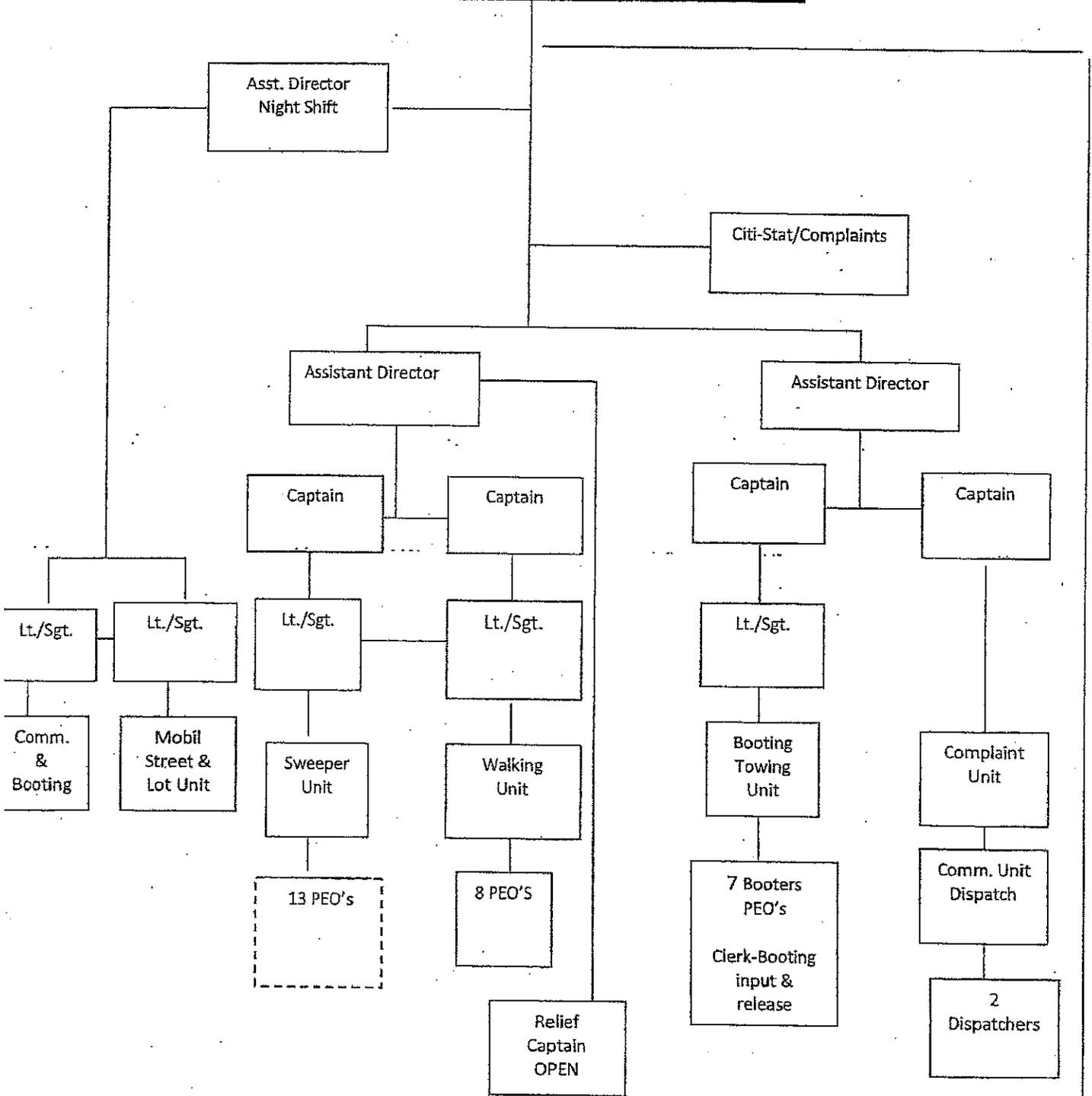
EXHIBIT E

PARKING LOT PERMIT FEES (MONTHLY RATES)

LOT #	LOCATION	MONTHLY RATE
28	Montgomery Street & Orchard Street	\$80.00
33	Sherman Place & Central Avenue	\$95.00
39	522 West Side Avenue (Between Clendenny & Union Street)	\$55.00
44	693 Newark Avenue & Cottage Street	\$105.00
49	340 Central Avenue (Burger King Lot)	\$70.00
50	Fairview & Bergen Avenue	\$85.00
51	404 2 nd Street	\$85.00
52	174 Newark Avenue	\$90.00
53	477-79 Central Avenue & Congress	\$75.00
54	Boland Street & Fairmount Avenue	\$65.00
15	Night Permit ONLY	\$55.00
NTP	Night Permits	\$55.00
HOB	Hoboken Avenue	\$80.00
STEU	Steuben Street Residents Only Permit	\$1.00
MONT	Montgomery Street Resident Only Permit	\$1.00
RES	Reserved Areas Christopher Columbus Drive, Warren St (Montgomery to Morgan) Washington (Montgomery to CC Drive)	\$125.00
COM	ALL COMMERCIAL VEHICLES	\$130.00

EXHIBIT F

ENFORCEMENT DIVISION
Acting Director
Patrick DiTore



Enforcement Personnel can and often are rotated between job responsibilities; this is true for Supervisors and PEO's/Booters

Scofflaw/Booting Inputs/Releases

ENFORCEMENT DIVISION

We have Enforcement Officers in the field from 5:30am – 11:30pm Monday through Friday and from 7:00am-5:00pm on Saturday, we do not have anyone assigned to work on Sundays.

The Enforcement Division has a total of fifty-two (52) employees including the following breakdown of supervisors:

- Captains 5 all work day shift
- Lieutenants 3 – 1 day, 2 evening
- Sergeant 1 – Day shift

Most supervisory personnel work the day shift because that is when they are needed the most.

We also staff the Municipal Court Parking Lot three (3) days per week with an Enforcement Officer; this is a city owned lot, not a JCPA lot. We were asked to assist the Court with enforcement in the lot because they could not police on their own.

The Enforcement Division is broken down into several areas, they are as follows:

- Street cleaning 11 Routes
- Booting 11 Zones
- Walkers 9 Locations
- Complaints
- Communications Booth

Street cleaning is done six times per week in commercial areas and four times per week on residential streets (2x per side); street cleaning is not done in residential areas on Wednesdays. There are 11 routes to be covered and they run from 5:50am – 5:00pm; the commercial and reserved areas are done early in the morning before the spaces are occupied, however, some commercial areas are done after 9am, but, schedule was done by the JCPA to accommodate parking/traveling needs when routes were initially established.

Booting is done five days per week, Monday through Friday. We remove and/or tow vehicles that have not paid to have boots removed on Saturday, but, we do not place boots on vehicles on Saturday and Sunday. Vehicles are booted for several reasons and they are as follows:

- Scofflaw (must have 3 or more FTA's)
- Parked in a Reserved Permit Required area without a valid permit (person pays \$125 per month for a spot, like a parking lot)
- Parked in a Resident Only Permit Required area without a valid permit. If you do not live in the Zone you are not eligible for a permit and there is no two hour window to park. These areas are commonly found adjacent to colleges and light rails stations where commuters were occupying spaces at the expense of the resident.

Walkers are assigned to commercial areas that have parking meters in order to insure the meters are being paid and to insure that people are not parking in one spot all day without paying and preventing customers from finding adequate parking to patronize local businesses. Currently we are looking to hire some peak/part time employees to fill gaps in this area.

Complaints such as blocked driveways, fire hydrants, school zones etc. are dispatched to Enforcement Officers assigned to handle complaints; these officers are assigned to zones, but, can cover half the city.

The **Communications Booth** is our equivalent to a Dispatch Office; personnel are coordinated through this office. They also receive and dispatch complaints received from the public or other entities throughout the city. On a monthly basis we receive between 400-600 complaints between the day and evening shift.

We have Enforcement Officers in the field from 5:30am – 11:30pm Monday through Friday and from 7:00am-5:00pm on Saturday; we do not have anyone assigned to work on Sundays.

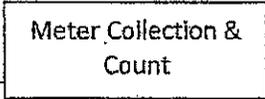
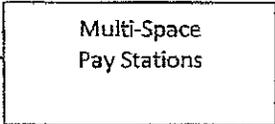
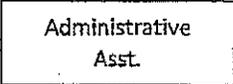
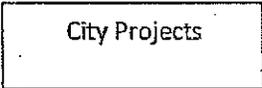
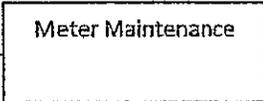
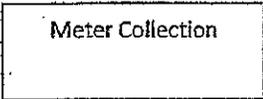
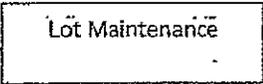
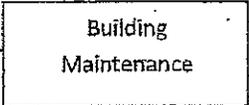
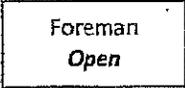
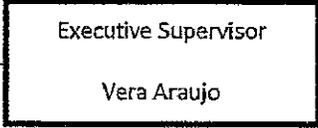
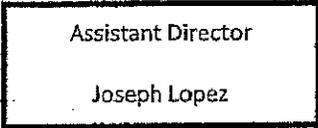
The primary function of the evening shift is to patrol the Resident Only Permit Required areas and respond to complaints. This shift is small in size on average we have five to six people on the schedule and that includes one Lieutenant assigned to the Communications Booth; someone needs to be in the office because boots are being released and someone needs to take the credit card information and process the releases to make sure they are properly categorized in the computer.

Enforcement personnel working in the office are responsible for handling the following:

- Boot Releases/Credit Card Processing
- Towing of vehicles
- Constituent Complaints
- Broken Meter Complaints
- Ticket Complaints
- Corresponding with Municipal Court – address a variety of issues
- Maintain records for vehicles that are impounded/auctioned etc.
- Respond to Citi-Stat Complaints
- Reporting of missing or illegible signage throughout the city to Traffic and Engineering so they can correct

When the Office of Emergency Management is activated we have a liaison assigned so we can assist in any way possible. During severe weather such as blizzards we transport medical personnel to and from work we have also transported patients for treatment, but, primarily we transport personnel. We also assist with the closing of streets whether it is for snow removal, flooding or downed wires.

EXHIBIT G



OPERATIONS DIVISION

Basic Areas of Responsibility

The Operations Division has nineteen (19) employees including supervisory staff of a Director, Assistant Director and Executive Supervisor. This Division works days Monday through Friday with the majority of employees working 7:00am – 3:00pm.

Building Maintenance

Cleaning of the building

- ◆ Repairs that do not require outside contractor
- ◆ Maintains list of outside contractor
- ◆ Basic building maintenance
 - replacing light bulbs, painting, snow removal/salting in inclement weather
- ◆ Responsible for insuring all inspections are up to date and required paperwork is on file, ie, monthly elevator inspections, fire alarm system

Lot Maintenance

- ◆ Cleaning and maintaining 16 Authority owned parking lots
 - Weeding, pothole repairs, snow removal/salting, painting of lines
 - Lighting fixtures, coordinating with PSE&G
- ◆ Coordinating with Engineer any resurfacing projects

Meter Collection

- ◆ Citywide meters are collected M,W,F Metric Meters are collected every 2 weeks
 - Collections are broken down into 2, 2 man routes and coin cans from approximately 1400 traditional meters are individually dumped and collected 3x per week
 - Metric Meters are added to the collection route every other Wednesday; there are 29 Multi-space machines that accept dollars that are collected these days
 - Large money cans are maintained/secured in the money truck and those cans are dumped and counted at the Authority. The money is bagged and tagged and collected by GARDA
 - Money is counted in a secure room in the building and one of our clerical staff is a retired JCPD officer who stays with the money until GARDA collects it; he is armed
 - Collectors are also required to log any broken meters they find while collecting

Meter Maintenance

- ◆ Staff is responsible for keeping both traditional and multi-space meters functioning
 - Replacing batteries, replacing operating mechanisms, replacing paper, troubleshooting multi-space malfunction codes
- ◆ Staff installs and removes meter poles and housing (requires welding skills)
 - Coordinates with Traffic and Engineering when new meters are being installed and a walkthrough of the new location is done to determine where meters are to go.
- ◆ Staff works with City Project Managers on Streetscape Projects to remove, power-coat and reinstall poles and meter heads
- ◆ Maintains inventory of parts
- ◆ Paints and refurbishes old meters so they can continue to be used
- ◆ Fix meter housings when they break when possible

Vehicle Maintenance

- ◆ Responsible for maintaining fleet of scooters and SUV's
- ◆ Responsible for maintaining snow equipment for vehicles
- ◆ Responsible for maintaining parts inventory
- ◆ Responsible for maintaining list of eligible outside vendors to do work beyond their ability

Other Maintenance Work

- ◆ Maintain and refurbish boots
- ◆ Maintain snow equipment
- ◆ Maintain the Garage to insure it is up to OSHA standards etc.

Emergency No Parking Signs/Meter Bags

- ◆ Print and Post Signs throughout the city , logs of locations are maintained
- ◆ Provides signs for all City Projects (free of charge, same for not-for-profit Organizations)
- ◆ Coordinates with Traffic and Engineering to insure proper traffic permit are in place for signs
- ◆ Coordinates with City for any Movie shoots, a walkthrough of locations is done
- ◆ Install Meter Bags when necessary

Driveway Painting

Paint No Parking Driveway for residents and businesses

Coordinate with Zoning Department to insure it is a legal driveway before it's painted

EXHIBIT H

FUNDING AGREEMENT

This Funding Agreement (this "Agreement") is made and entered into on this 4th day of January, 2010, by and between The City of Jersey City, a municipal corporation of the State of New Jersey with its principal offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the "City"), and the Parking Authority of the City of Jersey City, a public body corporate and politic of the State of New Jersey with its principal offices located at 394 Central Avenue, Jersey City, New Jersey 07307 (the "Authority").

WITNESSETH

WHEREAS, on November 24, 2009, the City finally adopted Bond Ordinance No. 09-109 (the "Ordinance"), appropriating \$4,600,000 (the "Appropriation") and authorizing the issuance of \$4,380,950 principal amount of bonds or notes of the City to finance the acquisition by the Authority of real property and the improvements thereon, located at 392-394 Central Avenue, Jersey City, New Jersey (the "Real Property"), for use by the Authority as a "parking project" and including all rights and interests therein and all work and services necessary therefore or incidental thereto (collectively, the "Parking Project"); and

WHEREAS, on December 30, 2009 the City issued \$3,380,950 principal amount of its Qualified General Improvement Bonds (Parking Authority Project), Series 2009A (the "2009A Bonds"), and \$1,000,000 principal amount of its Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B (the "2009B Bonds" and together with the 2009A Bonds, the "Bonds") to finance the Parking Project; and

WHEREAS, pursuant to N.J.S.A. 40:11A-22(c), the City is authorized to appropriate money for all or any part of the cost of acquisition of a "parking project" of the Authority, to incur indebtedness, borrow money and issue its negotiable bonds for the purpose of financing such project and appropriation, and to pay the proceeds of such bonds to the Authority; and

WHEREAS, pursuant to N.J.S.A. 40:11A-6, the Authority is authorized to, among other things, acquire parking projects and any land, franchise, property, real, personal or mixed, tangible or intangible, or any interest therein, and may include in any parking project, and provide and lease as lessor, structures, buildings, space or accommodations for any business, commercial or other use, if in the opinion of the Authority, such inclusion, provision and proposed leasing is necessary to assist in defraying the expenses of the Authority; and

WHEREAS, in furtherance of the foregoing the City desires to (i) pay \$4,360,000 of the Appropriation to the Authority so as to enable the Authority to finance the Parking Project, and (ii) retain \$240,000 of the Appropriation to defray costs and expenses of the City relating to the purposes for which the Appropriation was made, including those related to the issuance of the Bonds (the "City Expenses"), subject to the agreements by the Authority set forth herein; and

WHEREAS, it is the intention of the parties that, following acquisition by the Authority of the Real Property, the Authority shall have full right of ownership of the Real Property, and shall be solely responsible for all of the duties and burdens relating to the ownership and operation of the Parking Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Authority do hereby mutually undertake, promise and agree, each for itself and its agents, successors and assigns, as follows:

Section 1. The City hereby conveys and transfers unto the Authority, as of the date of execution and delivery of this Agreement, the sum of \$4,360,000 (the "Funding Proceeds"), of which \$4,140,950 is derived from the proceeds of the Bonds and \$219,050 is derived from the down payment heretofore provided by the City under the Ordinance for such purpose (the "Capital Improvement Fund Moneys"). The Authority hereby undertakes to use the Funding Proceeds solely for the purpose of financing the Parking Project. The City shall use \$240,000 (the balance of the Appropriation), which is derived from the proceeds of the Bonds to pay the City Expenses. In consideration for the Appropriation by the City to fund the Parking Project, including the payment by the City to the Authority of the Funding Proceeds, the Authority agrees to make payments to the City which are sufficient to pay the debt service on the Bonds in accordance with the schedule attached hereto as Exhibit A and to reimburse the City for the use of its Capital Improvement Fund Moneys in accordance with the schedule attached hereto as Exhibit B.

Section 2. Subject to Section 6 hereof, the Authority hereby undertakes to the City for the term of the Bonds; that it will continue to own, maintain, use and operate the Parking Project in furtherance of its purposes and in accordance with the requirements of this Agreement.

Section 3. The Authority acknowledges that a portion of the Parking Project (i.e. the Real Property which is not being leased to the United States Postal Service) has been and is being financed by the City from the proceeds of the 2009A Bonds (the "2009A Parking Project"), which were issued as tax-exempt obligations subject to the requirements of the Internal Revenue Code of 1986, as amended (the "Code"). In that regard, the Authority has or will execute a certificate to be attached to the Tax Certificate of the City in connection with the issuance of the 2009A Bonds in substantially the form set forth in Exhibit C hereto for the benefit of the City and the holders of the 2009A Bonds and any tax-exempt obligations which may hereafter be issued from time to time to refund the 2009A Bonds. Further, the Authority shall, at the request of the City, promptly execute and deliver such additional certifications as may be required from time to time to demonstrate compliance with the Code in respect of the 2009A Bonds, or any bonds issued to refund the 2009A Bonds.

In addition, the Authority hereby agrees to comply with any covenants relating to the ownership and operation of the Parking Project which the City may, upon advice of the City's bond counsel, from time to time require in order to maintain the tax-exempt status of the 2009A Bonds, or any bonds issued to refund the 2009A Bonds. Each such covenant shall be deemed to be for the benefit of the City and the holders of the 2009A Bonds, or any bonds issued to refund the 2009A Bonds.

Section 4. The Authority shall have and retain full title to the Parking Project, and shall remain solely responsible for all of the duties and burdens relating to the ownership, maintenance, use and operation thereof. The Authority shall be solely responsible for and shall keep, save and hold the City and its agents, servants, officers and employees, harmless from and against any and all losses, damages, injuries, costs or expenses, and from and against all claims, demands, lawsuits, actions or other proceedings whatsoever arising from the acts or omissions of the Authority and its agents, servants, officers and employees, or resulting and arising or purportedly arising from this Agreement. The City shall have no obligations or liability

whatsoever with respect to costs of owning, maintaining, using or operating the Parking Project, and all burdens of ownership whatsoever with respect thereto shall be the responsibility of the Authority. The Authority shall indemnify, hold harmless and defend the City, its agents, servants and employees, from and against any claim, demand or cause of action of whatsoever kind or nature arising out of or in connection with the ownership, maintenance, use and operation of the Parking Project. The Authority shall insure the Parking Project in the manner it insures its other properties. The Authority shall maintain the Parking Project in good condition and shall, at its sole expense, make such repairs thereto as may be necessary in furtherance of the Authority's purposes.

Section 5. This Agreement shall terminate on the date on which all Bonds, or any bonds issued to refund the Bonds, have been paid and retired. To the extent the Bonds are refinanced, the City will adjust the Payment Schedule set forth on Exhibit B accordingly.

Section 6. The Authority shall not transfer, sell, convey, assign, mortgage, lease (other than leases in the ordinary course of business) or otherwise encumber the Parking Project during the term of this Agreement without the prior written consent of the City.

Section 7. As further consideration for the making of the Appropriation, including the payment of the Funding Proceeds to the Authority, the Authority hereby agrees to provide the City with (a) sufficient space in the Parking Project for its CCTV operations pursuant to a separate lease agreement with the City, and (b) a right of first refusal to (i) lease other space in the Parking Project or (ii) acquire the Parking Project, in each case the fair market value (or rental value) of which will be based upon a third party bona fide offer to lease such space or acquire the Parking Project, as applicable, and in each case the City shall have sixty (60) days (in the case of a lease) and ninety (90) days (in the case of an acquisition) from receipt of notice from the Authority of a third party bona fide offer to exercise its right of first refusal).

Section 8. If the Authority shall fail to observe and perform any duty, covenant, condition or agreement on its part to be observed or performed under this Agreement, then, upon written notice thereof by the City to the Authority, the Authority shall be obligated to return to the City within sixty (60) days of said notice all or any portion of the Parking Project (as directed by the City), and the City shall be authorized to take whatever other action at law or in equity that may appear necessary or desirable.

Section 9. This Agreement shall be governed by New Jersey law.

Section 10. This Agreement may not be amended except by written agreement of the parties hereto. Except as provided in Section 3 hereof, there are no third party beneficiaries to this Agreement.

Section 11. In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

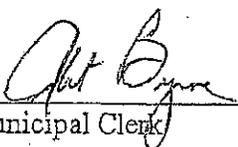
Section 12. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be signed and sealed on the date first above written.

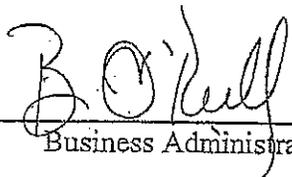
[SEAL]

THE CITY OF JERSEY CITY

ATTEST:



Municipal Clerk

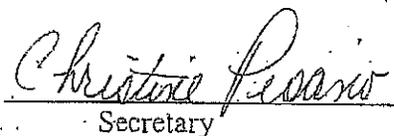
By: 

Business Administrator

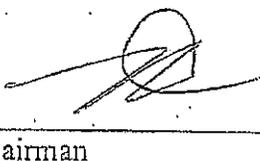
[SEAL]

PARKING AUTHORITY OF THE CITY
OF JERSEY CITY

ATTEST:



Secretary

By: 

Chairman

EXHIBIT A

Payment Schedule

<u>Payment Date</u>	<u>Payment Amount</u>
07/15/2010	229,401.77
01/15/2011	98,211.25
07/15/2011	238,211.25
01/15/2012	95,036.25
07/15/2012	245,036.25
01/15/2013	91,661.25
07/15/2013	246,661.25
01/15/2014	88,186.25
07/15/2014	253,186.25
01/15/2015	84,511.25
07/15/2015	254,511.25
01/15/2016	80,486.25
07/15/2016	260,486.25
01/15/2017	76,261.25
07/15/2017	266,261.25
01/15/2018	71,836.25
07/15/2018	271,836.25
01/15/2019	66,961.25
07/15/2019	271,961.25
01/15/2020	61,861.25
07/15/2020	276,861.25
01/15/2021	57,561.25
07/15/2021	282,561.25
01/15/2022	53,061.25
07/15/2022	293,061.25
01/15/2023	48,261.25
07/15/2023	298,261.25
01/15/2024	43,261.25
07/15/2024	303,261.25
01/15/2025	37,898.75
07/15/2025	312,898.75
01/15/2026	31,023.75
07/15/2026	321,023.75
01/15/2027	23,773.75
07/15/2027	328,773.75
01/15/2028	16,148.75
07/15/2028	331,148.75
01/15/2029	8,273.75
07/15/2029	339,223.75

EXHIBIT B

Capital Improvement Fund Moneys Repayment Schedule

<u>Payment Date</u>	<u>Payment Amount</u>
July 15, 2010	\$21,905
July 15, 2011	\$21,905
July 15, 2012	\$21,905
July 15, 2013	\$21,905
July 15, 2014	\$21,905
July 15, 2015	\$21,905
July 15, 2016	\$21,905
July 15, 2017	\$21,905
July 15, 2018	\$21,905
July 15, 2019	\$21,905

EXHIBIT C

Authority Tax Certificate

CERTIFICATE OF THE CITY OF JERSEY CITY PARKING AUTHORITY

The undersigned, an authorized officer of the Jersey City Parking Authority (the "Authority"), in connection with the issuance by The City of Jersey City (the "Issuer") of its \$3,380,950 Qualified Public Improvement Bonds (Parking Authority Project), Series 2009A (the "Bonds") being issued this day, HEREBY CERTIFY that:

1. We understand that the Bonds are issued for the purpose of providing a portion of the funds to the Authority to finance various capital improvements of the Authority (the "Project Facilities").

2. Simultaneously herewith, the Issuer is issuing its \$1,000,000 Qualified General Improvement Bonds (Parking Authority Project), Taxable Series 2009B (the "2009B Bonds") to finance a portion of the Project Facilities that cannot be financed with the Bonds.

3. Bond Counsel has advised the Authority that during the term of the Bonds, not more than ten (10%) percent of the Net Proceeds of the Bonds (or the facilities financed or refinanced by such proceeds) (a) can be used for any private business use, and (b) can be directly or indirectly (i) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (ii) derived from payments in respect of property, or borrowed money, used or to be used for a private business use. If the Net Proceeds are to be used for any private business use which is not related or is disproportionate to the governmental use of the proceeds pursuant to Section 141(b)(3) of the Code, not more than 5 percent of the Net Proceeds can be used for any private business use and not more than 5 percent of the Net Proceeds can be secured by any interest in property used or to be used for a private business or payments in respect of such property, or to be derived from payments in respect of property or borrowed money, used or to be used for a private business use.

4. Bond Counsel has advised that use by the Federal government constitutes private business use. The US Postal Service currently occupies approximately 25% of the Project Facilities, \$1,000,000 of which is being financed by the 2009B Bonds. The Authority will allow no other private business uses of the Project without consulting the City and its bond counsel.

5. We have been advised that under Revenue Procedure 97-13 (attached as "Annex A"), the Internal Revenue Service (the "Service") has published guidelines (the "Guidelines") relating to when a favorable ruling will usually be issued with respect to the lack of private trade or business use where a Governmental Unit which owns a bond-financed facility enters into a contract with non-governmental persons to provide management or other services with respect to such facility. No such management contract is contemplated. No portion of the Net Proceeds or investment earnings thereon will be used to finance working capital or operating expenses.

6. The Authority hereby agrees to comply with the provisions of the Code, to the extent applicable in order to maintain the exclusion of interest on the Bonds from gross income under the Code.

7. Except as otherwise provided herein, no other fund will be created or established

by the Authority which is reasonably expected to be used to pay debt service on the Bonds, or which is pledged as collateral for the Bonds and for which there is reasonable assurance that amounts deposited thereto will be available to pay debt service on the Bonds or the Authority's payments to the Issuer with respect to the Project Facilities.

8. The average expected economic life of the Project Facilities is at least 20 years measured from the date such facilities are placed in service.

9. No portion of the Net Proceeds or the investment earnings thereon will be used as a substitute for other funds which were otherwise to be used as a source of financing any portion of the Project.

10. To the best of my knowledge and belief there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed and, to the best of my knowledge and belief, the Authority's expectations are reasonable.

11. This Certificate may be relied upon by the Issuer and GluckWalrath LLP, Bond Counsel to the Issuer.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of December, 2009.

JERSEY CITY PARKING AUTHORITY

By:

Mary J. Spivello - Piretti

Name:

Title: Executive Director

John A. Yang, Jr.

ANNEX A

Rev. Proc. 97-13, 1997-1 C.B. 632, as modified by Rev. Proc. 2001-39

SECTION 1. PURPOSE

The purpose of this revenue procedure is to set forth conditions under which a management contract does not result in private business use under section 141(b) of the Internal Revenue Code of 1986. This revenue procedure also applies to determinations of whether a management contract causes the test in section 145(a)(2)(B) of the 1986 Code to be met for qualified 501(c)(3) bonds.

SECTION 2. BACKGROUND

.01 Private Business Use.

(1) Under section 103(a) of the 1986 Code, gross income does not include interest on any state or local bond. Under section 103(b)(1) of the 1986 Code, however, section 103(a) of the 1986 Code does not apply to a private activity bond, unless it is a qualified bond under section 141(e) of the 1986 Code. Section 141(a)(1) of the 1986 Code defines "private activity bond" as any bond issued as part of an issue that meets both the private business use and the private security or payment tests. Under section 141(b)(1) of the 1986 Code, an issue generally meets the private business use test if more than 10 percent of the proceeds of the issue are to be used for any private business use. Under section 141(b)(6)(A) of the 1986 Code, private business use means direct or indirect use in a trade or business carried on by any person other than a governmental unit. Section 145(a) of the 1986 Code also applies the private business use test of section 141(b)(1) of the 1986 Code, with certain modifications.

(2) Corresponding provisions of the Internal Revenue Code of 1954 set forth the requirements for the exclusion from gross income of the interest on state or local bonds. For purposes of this revenue procedure, any reference to a 1986 Code provision includes a reference to the corresponding provision, if any, under the 1954 Code.

(3) Private business use can arise by ownership, actual or beneficial use of property pursuant to a lease, a management or incentive payment contract, or certain other arrangements. The Conference Report for the Tax Reform Act of 1986, provides as follows:

The conference agreement generally retains the present-law rules under which use by persons other than governmental units is determined for purposes of the trade or business use test. Thus, as under present law, the use of bond-financed property is treated as a use of bond proceeds. As under present law, a person may be a user of bond proceeds and bond-financed property as a result of (1) ownership or (2) actual or beneficial use of property pursuant to a lease, a management or incentive payment contract, or (3) any other arrangement such as a take-or-pay or other output-type contract.

2 H.R. Conf. Rep. No. 841, 99th Cong., 2d Sess. II-687-688, (1986) 1986-3 (Vol. 4) C.B. 687-688 (footnote omitted).

(4) A management contract that gives a nongovernmental service provider an ownership or leasehold interest in financed property is not the only situation in which a contract may result in private business use.

(5) Section 1.141-3(b)(4)(i) of the Income Tax Regulations provides, in general, that a management contract (within the meaning of section 1.141-3(b)(4)(ii)) with respect to financed property may result in private business use of that property, based on all the facts and circumstances.

(6) Section 1.141-3(b)(4)(i) provides that a management contract with respect to financed property generally results in private business use of that property if the contract provides for compensation for services rendered with compensation based, in whole or in part, on a share of net profits from the operation of the facility.

(7) Section 1.141-3(b)(4)(iii), in general, provides that certain arrangements generally are not treated as management contracts that may give rise to private business use. These are—

(a) Contracts for services that are solely incidental to the primary governmental function or functions of a financed facility (for example, contracts for janitorial, office equipment repair, hospital billing or similar services);

(b) The mere granting of admitting privileges by a hospital to a doctor, even if those privileges are conditioned on the provision of de minimis services, if those privileges are available to all qualified physicians in the area, consistent with the size and nature of its facilities;

(c) A contract to provide for the operation of a facility or system of facilities that consists predominantly of public utility property (as defined in section 168(i)(10) of the 1986 Code), if the only compensation is the reimbursement of actual and direct expenses of the service provider and reasonable administrative overhead expenses of the service provider; and

(d) A contract to provide for services, if the only compensation is the reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties.

(8) Section 1.145-2(a) provides generally that sections 1.141-0 through 1.141-15 apply to section 145(a) of the 1986 Code.

(9) Section 1.145-2(b)(1) provides that in applying sections 1.141-0 through 1.141-15 to section 145(a) of the 1986 Code, references to governmental persons include section 501(c)(3) organizations with respect to their activities that do not constitute unrelated trades or businesses under section 513(a) of the 1986 Code.

.02 Existing Advance Ruling Guidelines. Rev. Proc. 93-19, 1993-1 C.B. 526, contains advance ruling guidelines for determining whether a management contract results in private business use under section 141(b) of the 1986 Code.

SECTION 3. DEFINITIONS

.01 Adjusted gross revenues means gross revenues of all or a portion of a facility, less allowances for bad debts and contractual and similar allowances.

.02 Capitation fee means a fixed periodic amount for each person for whom the service provider or the qualified user assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of services actually provided to covered persons varies substantially. For example, a capitation fee includes a fixed dollar amount payable per month to a medical service provider for each member of a health maintenance organization plan for whom the provider agrees to provide all needed medical services for a specified period. A capitation fee may include a variable component of up to 20 percent of the total capitation fee designed to protect the service provider against risks such as catastrophic loss. A fixed periodic amount may include an automatic increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

.03 Management contract means a management, service, or incentive payment contract between a qualified user and a service provider under which the service provider provides services involving all, a portion of, or any function of, a facility. For example, a contract for the provision of management services for an entire hospital, a contract for management services for a specific department of a hospital, and an incentive payment contract for physician services to patients of a hospital are each treated as a management contract. See sections 1.141-3(b)(4)(ii) and 1.145-2.

.04 Penalties for terminating a contract include a limitation on the qualified user's right to compete with the service provider; a requirement that the qualified user purchase equipment, goods, or services from the service provider; and a requirement that the qualified user pay liquidated damages for cancellation of the contract. In contrast, a requirement effective on cancellation that the qualified user reimburse the service provider for ordinary and necessary expenses or a restriction on the qualified user against hiring key personnel of the service provider is generally not a contract termination penalty. Another contract between the service provider and the qualified user, such as a loan or guarantee by the service provider, is treated as creating a contract termination penalty if that contract contains terms that are not customary or arm's-length that could operate to prevent the qualified user from terminating the contract (for example, provisions under which the contract terminates if the management contract is terminated or that place substantial restrictions on the selection of a substitute service provider).

.05 Periodic fixed fee means a stated dollar amount for services rendered for a specified period of time. For example, a stated dollar amount per month is a periodic fixed fee. The stated dollar amount may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective external standards. Capitation fees and per-unit fees are not periodic fixed fees.

.06 Per-unit fee means a fee based on a unit of service provided specified in the contract or otherwise specifically determined by an independent third party, such as the administrator of the Medicare program, or the qualified user. For example, a stated dollar amount for each specified medical procedure performed, car parked, or passenger mile is a per-unit fee. Separate billing arrangements between physicians and hospitals generally are treated as per-unit fee arrangements. A fee that is a stated dollar amount specified in the contract does not fail to be a per-unit fee as a result of a provision under which the fee may automatically increase according to a specified, objective, external standard that is not linked to the output or efficiency of a facility. For example, the Consumer Price Index and similar external indices that track increases in prices in an area or increases in revenues or costs in an industry are objective, external standards.

.07 Qualified user means any state or local governmental unit as defined in section 1.103-1 or any instrumentality thereof. The term also includes a section 501(c)(3) organization if the financed property is not used in an unrelated trade or business under section 513(a) of the 1986 Code. The term does not include the United States or any agency or instrumentality thereof.

.08 Renewal option means a provision under which the service provider has a legally enforceable right to renew the contract. Thus, for example, a provision under which a contract is automatically renewed for one-year periods absent cancellation by either party is not a renewal option (even if it is expected to be renewed).

.09 Service provider means any person other than a qualified user that provides services under a contract to, or for the benefit of, a qualified user.

SECTION 4. SCOPE

This revenue procedure applies when, under a management contract, a service provider provides management or other services involving property financed with proceeds of an issue of state or local bonds subject to section 141 or section 145(a)(2)(B) of the 1986 Code.

SECTION 5. OPERATING GUIDELINES FOR MANAGEMENT CONTRACTS

.01 IN GENERAL. If the requirements of section 5 of this revenue procedure are satisfied, the management contract does not itself result in private business use. In addition, the use of financed property, pursuant to a management contract meeting the requirements of section 5 of this revenue procedure, is not private business use if that use is functionally related and subordinate to that management contract and that use is not, in substance, a separate contractual agreement (for example, a separate lease of a portion of the financed property). Thus, for example, exclusive use of storage areas by the manager for equipment that is necessary for it to perform activities required under a management contract that meets the requirements of section 5 of this revenue procedure, is not private business use.

.02 GENERAL COMPENSATION REQUIREMENTS.

(1) IN GENERAL. The contract must provide for reasonable compensation for services rendered with no compensation based, in whole or in part, on a share of net profits from the operation of the facility. Reimbursement of the service provider for actual and direct expenses paid by the service provider to unrelated parties is not by itself treated as compensation.

(2) ARRANGEMENTS THAT GENERALLY ARE NOT TREATED AS NET PROFITS ARRANGEMENTS. For purposes of section 1.141-3(b)(4)(i) and this revenue procedure, compensation based on—

(a) A percentage of gross revenues (or adjusted gross revenues) of a facility or a percentage of expenses from a facility, but not both;

(b) A capitation fee; or

(c) A per-unit fee

is generally not considered to be based on a share of net profits.

(3) PRODUCTIVITY REWARD. For purposes of section 1.141-3(b)(4)(i) and this revenue procedure, a productivity reward equal to a stated dollar amount based on increases or decreases in gross revenues (or adjusted gross revenues), or reductions in total expenses (but not both increases in gross revenues (or adjusted gross revenues) and reductions in total expenses) in any annual period during the term of the contract, generally does not cause the compensation to be based on a share of net profits.

(4) REVISION OF COMPENSATION ARRANGEMENTS. In general, if the compensation arrangements of a management contract are materially revised, the requirements for compensation arrangements under section 5 of this revenue procedure are retested as of the date of the material revision, and the management contract is treated as one that was newly entered into as of the date of the material revision.

.03 PERMISSIBLE ARRANGEMENTS. The management contract must be described in section 5.03(1), (2), (3), (4), (5), or (6) of this revenue procedure.

(1) 95 PERCENT PERIODIC FIXED FEE ARRANGEMENTS. At least 95 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of 80 percent of the reasonably expected useful life of the financed property and 15 years. For purposes of this section 5.03(1), a fee does not fail to qualify as a periodic fixed fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.

(2) 80 PERCENT PERIODIC FIXED FEE ARRANGEMENTS. At least 80 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee. The term of the contract, including all renewal options, must not exceed the lesser of 80 percent of the reasonably expected useful life of the financed property and 10 years. For purposes of this section 5.03(2), a fee does not fail to qualify as a periodic fixed fee as a result of a one-time incentive award during the term of the contract under which compensation automatically increases when a gross revenue or expense target (but not both) is reached if that award is equal to a single, stated dollar amount.

(3) SPECIAL RULE FOR PUBLIC UTILITY PROPERTY. If all of the financed property subject to the contract is a facility or system of facilities consisting of predominantly public utility property (as defined in section 168(i)(10) of the 1986 Code), then "20 years" is substituted -

(a) For "15 years" in applying section 5.03(1) of this revenue procedure; and

(b) For "10 years" in applying section 5.03(2) of this revenue procedure.

(4) 50 PERCENT PERIODIC FIXED FEE ARRANGEMENTS. Either at least 50 percent of the compensation for services for each annual period during the term of the contract is based on a periodic fixed fee or all of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee. The term of the contract, including all renewal options, must not exceed 5 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the third year of the contract term.

(5) PER-UNIT FEE ARRANGEMENTS IN CERTAIN 3-YEAR CONTRACTS.

All of the compensation for services is based on a per-unit fee or a combination of a per-unit fee and a periodic fixed fee. The term of the contract, including all renewal options, must not exceed 3 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the second year of the contract term.

(6) PERCENTAGE OF REVENUE OR EXPENSE FEE ARRANGEMENTS IN CERTAIN 2-YEAR CONTRACTS. All the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee. During the start-up period, however, compensation may be based on a percentage of either gross revenues, adjusted gross revenues, or expenses of a facility. The term of the contract, including renewal options, must not exceed 2 years. The contract must be terminable by the qualified user on reasonable notice, without penalty or cause, at the end of the first year of the contract term. This section 5.03(6) applies only to-

(a) Contracts under which the service provider primarily provides services to third parties (for example, radiology services to patients); and

(b) Management contracts involving a facility during an initial start-up period for which there have been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues and expenses (for example, a contract for general management services for the first year of operations).

.04 NO CIRCUMSTANCES SUBSTANTIALLY LIMITING EXERCISE OF RIGHTS.

(1) IN GENERAL. The service provider must not have any role or relationship with the qualified user that, in effect, substantially limits the qualified user's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

(2) SAFE HARBOR. This requirement is satisfied if --

(a) Not more than 20 percent of the voting power of the governing body of the qualified user in the aggregate is vested in the service provider and its directors, officers, shareholders, and employees;

(b) Overlapping board members do not include the chief executive officers of the service provider or its governing body or the qualified user or its governing body; and

(c) The qualified user and the service provider under the contract are not related parties, as defined in section 1.150-1(b).

SECTION 6. EFFECT ON OTHER DOCUMENTS

Rev. Proc. 93-19, 1993-1 C.B. 526, is made obsolete on the effective date of this revenue procedure.

SECTION 7. EFFECTIVE DATE

This revenue procedure is effective for any management contract entered into, materially modified, or extended (other than pursuant to a renewal option) on or after May 16, 1997. In addition, an issuer may apply this revenue procedure to any management contract entered into prior to May 16, 1997.

DRAFTING INFORMATION

The principal author of this revenue procedure is Loretta J. Finger of the Office of Assistant Chief Counsel (Financial Institutions and Products). For further information regarding this revenue procedure contact Loretta J. Finger on (202) 622-3980 (not a toll free call).

PARKING AUTHORITY OF THE CITY OF JERSEY CITY
RESOLUTION - 5-09 B

MOTION BY:
SECONDED BY:

Sobel
Tarantula

WHEREAS, the Parking Authority of the City of Jersey City currently leases the property located at 392-394 Central Avenue, Jersey City.

WHEREAS, the Parking Authority of the City of Jersey City has been made aware that the owners of 392-394 Central Avenue, Jersey City are prepared to sell the property to the Parking Authority of the City of Jersey City.

WHEREAS, it has been determined by the Commissioners of the Parking Authority of Jersey City along with Chief Executive Officer that it is in the best financial interests of the Parking Authority of the City of Jersey City to purchase the property located at 392-394 Central Avenue, Jersey City.

WHEREAS, it has been determined by the Commissioners of the Parking Authority of Jersey City that the fair market value of the property is \$4,360,000.00 (Four-million three hundred sixty thousand dollars and no cents.)

NOW THEREFORE BE IT RESOLVED, that

1. The Commissioners of the Parking Authority of the City of Jersey City hereby authorize the purchase of 392-394 Central Avenue, Jersey City for \$4,360,000.00 (Four-million three hundred sixty thousand dollars and no cents.)
2. The Commissioners of the Parking Authority of the City of Jersey City hereby authorize the Chief Executive Officer and the General Counsel to enter a contract of sale for the property listed above subject to the terms herein and all other terms and conditions legally necessary.

<u>COMMISSIONER</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Chairman Michael A. Holloway	✓	—	—	—
Commissioner Lonnie Sobel	✓	—	—	—
Commissioner George Juchniewicz	✓	—	—	—
Commissioner Christine Pisano	—	—	—	✓
Commissioner James McLaughlin, Jr.	—	—	—	✓
Commissioner John J. Tarantula	✓	—	—	—
Commissioner Maureen F. Caporino	—	—	—	✓

DATED: MAY 26, 2009

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF A
RESOLUTION PASSED BY THE BOARD OF COMMISSISONERS PRESENT AT
THE REGULAR MEETING OF THE PARKING AUTHORITY OF THE CITY OF
JERSEY CITY ON MAY 26, 2009.



MICHAEL A. HOLLOWAY, CHAIRMAN

EXHIBIT I

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

LOTS AND PROPERTIES.

Lot #'s/Bldg	ADDRESS	TYPE	METERS/PERMITS	STATUS
Office	394 Central Ave	Tenant	Leased	Headquarters
1	690 Bergen Ave	Tenant		Sold 2005
3	352 Central Ave	Owner	Meter/Permit	27 Meters & 12 Permits
4	388 Central Ave	Owner	Meter/Permit	23 Meters & 10 Permits
12	Hoboken & Cook St.	Owner	Leased	Lot totally leased to 3 rd party
15	754 West Side Ave	Owner	Meter	23 Meter Spaces
28	Montgomery & Orchard	Tenant	Meter	15 Meter Spaces
32/33	277 Central Ave	Owner	Meter/Permit	21 Meters & 45 Permits*
39	522 West Side Ave	Owner	Meter/Permit	12 Meters & 13 Permits
44	693 Newark Ave	Owner	Meter/Permit	32 Meters & 17 Permits
49	328-342 Central Ave	Owner	Meter/Permit	70 Meters & 50 Permits
50	Fairview & Bergen Ave	Owner	Permit	20 Permit Spaces
51	404 2 nd Street	Owner	Permit	16 Permit Spaces
52	174 Newark Ave	Owner	Meter/Permit	19 Meters & 14 Permits Purchased 2007
53	477 Central Ave	Owner	Permit	15 Permit Spaces
54	7 Boland Street	Owner	Permit	23 Permit Spaces
55	23 Duncan Ave	Owner	Vacant	Sold 2009
56	800 Bergen/St. Aedans	Tenant	Permit	20 Permit Spaces

Total: Meters 238
Permits 257

- Lots 32 & 33 were resurfaced and merged in early spring 2009

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

PARKING AUTHORITY VEHICLES 63

**APRIL, 2012
ENFORCEMENT**

YEAR	MAKE	MODEL	VIN #	PLATE #	PA #	EXP.	RA	AIR
1996	GO-4	SCOOTER	SWPMPK636TP044104	MG25452	401	AUG. 14	X	X
1997	GO-4	SCOOTER	2W9MPK630VP044294	MG25465	402	APR. 12	X	X PARTS ONLY
1997	GO-4	SCOOTER	2W9MPK639VP044293	MG25466	403	APR. 12	X	X
1996	GO-4	SCOOTER	2W9MPK637TP044192	MG58781	404	MAY. 15	X	X
1997	GO-4	SCOOTER	2W9MPK631VP044014	MG25470	405	AUG. 12	X	X PARTS ONLY
1997	GO-4	SCOOTER	2W9MPK63XVP044013	MG25469	406	AUG. 12	X	X
1997	GO-4	SCOOTER	2W9MPK639VP044052	MG25474	407	DEC. 12	X	X
1997	GO-4	SCOOTER	2W9MPK63XVP044058	MG25475	408	DEC. 12	X	X
1997	GO-4	SCOOTER	2W9MPK632VP044118	MG25476	409	FEB. 13	X	X
1997	GO-4	SCOOTER	2W9MPK630VP044117	MG25477	410	FEB. 13	X	X
1998	GO-4	SCOOTER	2W9MPK635WP044017	MG31420	411	APR. 13	X	X
1998	GO-4	SCOOTER	2W9MPK635WP044020	MG25479	412	APR. 13	X	X
1998	GO-4	SCOOTER	2W9MPK637WP044066	MG31425	413	Aug. 13	X	X
1998	GO-4	SCOOTER	2W9MPK633WP044064	MG31426	414	AUG. 13	X	X
1998	GO-4	SCOOTER	2W9MPK639WP044067	MG31428	415	OCT. 13	X	X
1998	GO-4	SCOOTER	2W9MPK631WP044063	MG31429	416	OCT. 13	X	X
1999	GO-4	SCOOTER	2W9MPK635XP044035	MG31432	417	MAY. 14	X	X
1999	GO-4	SCOOTER	2W9MPK631P044095	MG31433	418	SEP. 14	X	X
1999	GO-4	SCOOTER	2W9MPK635XP044102	MG31434	419	JUN. 12		X
2000	GO-4	SCOOTER	2W9MP634YP044030	MG31439	420	OCT. 12	X	X
2000	GO-4	SCOOTER	2W9MPK630YP044090	MG31440	421	APR. 12	X	X
1999	GO-4	SCOOTER	2W9MPK638XP044093	MG8803	422	SEP. 13		X

2000	GO-4	SCOOTER	2W9MPK635YP044120	MG31446	423	JUL. 13	X	X
2002	GO-4	SCOOTER	2W9MPH5532P044159	MG46609	424	SEP. 14	X	X
2002	GO-4	SCOOTER	2W9MPH5592P044165	MG46610	425	SEP. 14	X	X
2003	GO-4	SCOOTER	2W9MPH5573P044201	MG58782	426	JAN. 15	X	X
2000	GO-4	SCOOTER	2W9MPK635YP044070	MG58802	427	SEP. 13	X	X
2008	GO-4	SCOOTER	2W9MPH6128S044588	MG82645	428	OCT. 14	X	X
2008	GO-4	SCOOTER	2W9MPH6148S054589	MG82644	429	OCT. 14	X	X
2008	GO-4	SCOOTER	2W9MPH6108S044590	MG82643	430	OCT. 14	X	X
2008	GO-4	SCOOTER	2W9MPH6128S044591	MG82646	431	OCT. 14	X	X
2003	CHEV	ASTRO VAN	1GNDM19X3B128597	MG46617	24	DEC. 14	X	X
2003	CHEV	TRACKER	2CNBE13C838933836	MG46619	61	APR. 12	X	X
2006	FORD	EXPLORER	1FMEU72E4GUB02734	MG68783	36	APR. 15	X	X
2006	FORD	EXPLORER	1FMEU72E76UB16952	MG58784	37	APR. 15	X	X
2004	HONDA	CIVIC Natl Gas	1HGEN26585L000288	MG58787	76	MAY.12		
2008	CHEV	COLORADO	1GCCS14E988211469	MG82633	7	AUG. 14		
2009	FORD	ESCAPE	1FMCU93G59KA17825	MG84859	45	OCT. 14		

OPERATIONS

2000	GMC	PICKUP	1GTD14W2YK174424	MG46622	4	JUN. 12		
2007	FORD	PICKUP	1FTYR11U57PA03767	MG58789	11	JUN. 12		
1998	FORD	PICKUP	1FTYR11U3WTA30729	MG46601	12	MAY. 13		
1998	FORD	RANGER	1FTYR11UXWTA56731	MG46603	15	JUL. 13		
2006	CHEV	IMPALA	2G1WB58K169403113	MG74704	46	NOV. 13		
2003	FORD	RANGER	1FTYR10U63TA29488	MG56741	35	MAR. 15	X	X
2005	GMC	ENVOY	1GKDT13S652200439	MG46624	44	NOV. 12		

2006	FORD	F350 PICKUP	1FTWF31556ED26568	MG58785	16	MAY. 15
2006	FORD	F350 PICKUP	1FTWF31536ED26570	MG58786	17	MAY. 15
2009	DODGE	DURANGO	1D8HB38P49F712619	MG84855	41	JUL. 12
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42	JUL. 12
2009	DODGE	DURANGO	1D8HB38P79F712579	MG84854	43	JUL. 12
2008	FORD	E150 VAN	1FTNE14W68D860836	MG82652	14	DEC. 14

TRUCKS EQUIPPED FOR SNOW PLOWS/ #16-17-12 3 PLOWS TOTAL

CUSHMANS ACQUIRED FROM - J.C.P.W. - 12 SCOOTERS TOTAL

2001	CUSHMAN	1CHMH666X1L000370	676	APR. 15
2001	CUSHMAN	1CHMH66691L000179	665	APR. 15
2001	CUSHMAN	1CHMH66691L000375	681	APR. 15
2001	CUSHMAN	1CHMH66691L000277	609	APR. 15
2001	CUSHMAN	1CHMH666X1L000367	673	APR. 15
2000	CUSHMAN	1CHMH6662YL000132	670	APR. 15
2001	CUSHMAN	1CHMH66611L000323	672	APR. 15
2001	CUSHMAN	1CHMH6621L000282	671	APR. 15
2001	CUSHMAN	1CHMH66211L000280	668	APR. 15
2001	CUSHMAN	1CHMH66611L000371	677	APR. 15
2001	CUSHMAN	1CHMH66601L000281	667	APR. 15
2001	CUSHMAN	1CHMH66611L000368	674	APR. 15

PARTS ONLY

EXHIBIT J

OPERATIONS							
Year	Make	Model	VIN #	Plate #	PA #		
2000	GMC	PICK-UP	1GTDT14W2YK174424	MG46622	4		
2007	FORD	PICK-UP	1FTYR11U57PA03767	MG58789	11		
1998	FORD	PICK-UP	1FTYR11U3WTA30729	MG46601	12		
1998	FORD	RANGER	1FTYR11UXWTA56731	MG46603	15		
2006	CHEV	IMPALA	2G1WB58K169403113	MG74704	46		
2003	FORD	RANGER	1FTYR10U63TA29488	MG56741	35		
2005	GMC	ENVOY	1GKDT13S652200439	MG46624	44		
2006	FORD	F350 PICK-UP	1FTWF31556ED26568	MG58785	16		
2006	FORD	F350 PICK-UP	1FTWF31536ED26570	MG58786	17		
2009	DODGE	DURANGO	1D8HB38P49F712619	MG84855	41		
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42		
2009	DODGE	DURANGO	1D8HB38P79F712579	MG84854	43		
2008	FORD	E150 VAN	1FTNE14W68D860836	MG82652	14		
2013	FORD	EXPLORER	1FM5K8B85DGA51066	V12CEE	47		
2012	FORD	TRAN CON	NMOLOS7AN4CT094281	MG80626	20		
2012	FORD	TRAN CON	NMOLS7AN2CT094067	MG80627	21		
2012	FORD	TRAN CON	NMOLS7ANOCT109427	MG80629	22		
<i>Trucks equipped with snow plows #12, #16 #17</i>							
11 CUSHMANS SCOOTERS AQUIRED FROM IC DPW							
2001	CUSHMAN		1CHMH66621L000282	MG74707	671		
2001	CUSHMAN		1CHMH666X1L000370	MG80623	676		
2001	CUSHMAN		1CHMH66691L000179	MG74708	665		
2001	CUSHMAN		1CHMH66691L000375	MG80622	681		
2001	CUSHMAN		1CHMH66691L000277	MG74705	609		
2001	CUSHMAN		1CHMH666X1L000367	MG80620	673		
2001	CUSHMAN		1CHMH6662YL000132	MG74706	670		
2001	CUSHMAN		1CHMH66611L000323	MG80621	672		
2001	CUSHMAN		1CHMH6221L000282	MG74707	671		
2001	CUSHMAN		1CHMH66691L000280	MG74709	668		
2001	CUSHMAN		1CHMH66611L000371	MG80624	677		
TOTAL FLEET = 65 VEHICLES							
ASSIGNED VEHICLES							
2013	FORD	EXPLORER	1FM5K8B85DGA51066	V12CEE	47	Mary Parette	
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42	David Lerner	
2009	FORD	ESCAPE	1FMCU93G59KA17825	MG84859	45	Fernando Picariello	



VEHICLE REGISTRATION **673**

PLATE NO: M880520
 VIN: 1CHMH666X1L000367
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010227



VEHICLE REGISTRATION **672**

PLATE NO: M880521
 VIN: 1CHMH6661L000323
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010231



VEHICLE REGISTRATION **671**

PLATE NO: M874707
 VIN: 1CHMH6662L000282
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010207



VEHICLE REGISTRATION **670**

PLATE NO: M874706
 VIN: 1CHMH6662L000132
 CUS 2000 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010213



VEHICLE REGISTRATION **681**

PLATE NO: M880522
 VIN: 1CHMH66691L000375
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010233



VEHICLE REGISTRATION **677**

PLATE NO: M880624
 VIN: 1CHMH6661L000371
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010239



VEHICLE REGISTRATION **676**

PLATE NO: M880623
 VIN: 1CHMH666X1L000370
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010235



VEHICLE REGISTRATION **674**

PLATE NO: M880625
 VIN: 1CHMH6661L000368
 CUS 2001 NCV WHT GW: 1586 AX:2
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 54770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 EQ: 1586 FEE: PE JC20121010243

NEW JERSEY
Motor Vehicle Commission
 NEW JERSEY MOTOR VEHICLE COMMISSION
 100 WEST WASHINGTON STREET, 10TH FLOOR, TRENTON, NJ 08646

VEHICLE REGISTRATION **608**

GOOD THRU: 04/2015
 1CHMH66691L000280
 GW: 1586 AX:2
 CUS 2001 NCV
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 64770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 PE JC20121010211
 ED: 1586 FEE:

NEW JERSEY
Motor Vehicle Commission
 NEW JERSEY MOTOR VEHICLE COMMISSION
 100 WEST WASHINGTON STREET, 10TH FLOOR, TRENTON, NJ 08646

VEHICLE REGISTRATION **605**

GOOD THRU: 04/2015
 1CHMH66691L000179
 GW: 1586 AX:2
 CUS 2001 NCV
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 64770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 PE JC20121010209
 ED: 1586 FEE:

NEW JERSEY
Motor Vehicle Commission
 NEW JERSEY MOTOR VEHICLE COMMISSION
 100 WEST WASHINGTON STREET, 10TH FLOOR, TRENTON, NJ 08646

VEHICLE REGISTRATION **609**

GOOD THRU: 04/2015
 1CHMH66691L000277
 GW: 1586 AX:2
 CUS 2001 NCV
 PARKING AUTH OF JERSEY CITY NO FEE VEH 12
 392 - 394 CENTRAL AVENUE DL:63906 64770 73070
 JERSEY CITY NJ 07307 INITIAL PT:MG
 PE JC20121010197
 ED: 1586 FEE:

GARAGE EQUIPMENT

1. Mohawk Vehicle lift
2. Air compressor
3. Metal workbench
4. 12 volt solar vehicle starter
5. 12 volt battery box
6. 3 snow plows
7. 1 salt spreader
8. 1 15 gallon gas tank/pump
9. 1 5 gallon red gas can
10. 1 table torch set
11. 1 small torch set
12. 1 pressure washer
13. 1 weed whacker
14. 2 concrete drills – yellow
15. 2 black oil drums
16. 1 vacuum
17. 4 supply cabinets
18. 2 desks

Operations

1. 1 drill press
2. 1 band saw
3. 1 grinder
4. 1 set grey cabinets
5. 1 black 1 ton cabinet

Radio List

75 handheld radios
1 mobile radio – office
6 bank charger
36 individual radio chargers

EXHIBIT K

EMPLOYMENT CONTRACT
BETWEEN
PARKING AUTHORITY OF THE
CITY OF JERSEY CITY
AND
MARY PARETTI
FOR THE POSITION OF
CHIEF EXECUTIVE OFFICER

THIS AGREEMENT made on this day of February, 2012 between the JERSEY CITY PARKING AUTHORITY, a corporate body politic of the State of New Jersey, (hereinafter referred to as "Employer") having its principal place of business at 394 Central Avenue, Jersey City, New Jersey 07307 and MARY PARETTI, (hereinafter referred to as "Employee").

IN CONSIDERATION of the mutual covenants and agreement set forth below, the parties hereby agree to the following terms and conditions:

1. Employer represents that it seeks to hire an employee for the position of Chief Executive Officer of the Employer and Employee does hereby agree to be employed by Employer as the Chief Executive Officer of the Jersey City Parking Authority and agrees she shall faithfully and dutifully discharge the obligations of the position of Chief Executive Officer and do all things which come within the duties of said position, always under the guidance, control, direction, and order of the Employer.
2. Employer does agree to employ Employee as Chief Executive Officer of the Employer for a period of five years from February 29, 2012 to March 31, 2017. Additionally, upon agreement of the Employer and Employee said term of employment may be extended an additional two years upon agreement of the parties. In the event this extension option is sought by the parties it shall be exercised and formalized in writing no earlier than 180 days and no later than 60 days prior to March 31, 2017.
3. Under the guidance, direction and control of the Employer, the CEO is responsible for the overall management and operation of the JCPA, and shall

possess all powers, responsibilities and authority necessary to direct, manage and oversee all aspects of the operation of the JCPA and carry out the policies and programs of the JCPA Board of Commissioners, including but not limited to:

- a. planning, budgeting, auditing, financial management and program performance evaluations;
- b. human resource management, including the authority to establish training programs, hire and discipline employees for minor disciplinary matters. All major disciplinary matters, involving suspensions of more than five days and termination will be referred to the Board of Commissioners Personnel Committee.
- c. retention of professional services and the purchase of materials and equipment necessary or appropriate for the operation of the JCPA;
- d. all other powers and responsibilities set forth in the Job Description of Chief Executive Officer contained in the Jersey City Parking Authority Table of Organization, granted by law, or that are necessary to carry out the policies and programs of the JCPA established by the JCPA Board of Commissioners.

The CEO shall report directly to the JCPA Board of Commissioners, and the Board shall not create or fill any position that is senior to the CEO. The JCPA shall furnish office space, communication access, and basic support staff for the CEO. The CEO shall have access to all JCPA books, records, files and papers necessary or convenient for the proper performance of her duties.

The CEO may, in her discretion, delegate authority and responsibility to appropriate subordinate employees possessing the requisite

training, education and experience necessary to exercise the authority delegated, subject to her supervision.

The Employee shall devote such time to the performance of her duties under this Agreement as reasonably necessary for satisfactory performance of the duties of Chief Executive Officer. Employee acknowledges that she is employed full time by Employer. The Employee shall cooperate fully with the Employer in that she shall be available at all times to perform her duties as Chief Executive Officer, including during emergencies or upon notice of the Board of Commissioners of Employer.

4. As compensation for services rendered under and in accordance with this Agreement, the Employee shall be entitled to receive from the Employer a base salary as follows:

February 29, 2012 to March 31, 2013 \$120,200.00
April 1, 2013 to March 31, 2014 \$123,805.00
April 1, 2014 to March 31, 2015 \$127,520.00
April 1, 2015 to March 31, 2016 \$131,345.00
April 1, 2016 to March 31, 2017 \$135,286.00

In the event the option set forth in paragraph 2 above is exercised:

April 1, 2016 to March 31, 2017 \$139,344.00
April 1, 2018 to March 31, 2019 \$143,525.00

This is to be payable in weekly installments.

5. As and for additional compensation, Employer shall provide Employee with an automobile for her use in the performance of her duties as Chief Executive Officer, and shall pay all costs for the vehicle including fuel, maintenance, repair and insurance. The Employer recognizes that use of this vehicle by Employee will necessarily involve incidental personal use.
6. The Employee shall be entitled to six (6) weeks of vacation per year with full pay. The vacation

period in which vacations must be taken may be chosen in the first instance by the Employee; however, the Employer reserves the right to determine when Employee may take vacation time. The Employee shall also be entitled to 15 sick days per year. If the employee decides to take a lump sum payment of all accrued vacation and sick time at the conclusion of her contract with the Employer then Employee shall receive pay at the rate of 100% of her daily pay per day for accrued sick time and 100% of her daily pay per day for accrued vacation time.

7. As additional compensation, Employer shall provide Employee with those fringe benefits commensurate to the benefits given to other non-collective bargaining agreement permanent employees of the Employer, including but not limited to health and dental insurance, life insurance, enrollment in the Public Employee Retirement System, sick time, holidays, personal days, and funeral days.

In the event of any conflict between this Agreement and the rights and benefits afforded to the collective bargaining agreement permanent employees of the Employer, this Agreement shall control.

8. The Employer shall reimburse Employee for pre-approved travel and other business expenses incurred by Employee in the furtherance of or in connection with the performance of Employee's duties hereunder, in accordance with the JCPA's expense reimbursement policy as in effect from time to time. The JCPA may require presentation of receipts or an itemized accounting prior to making reimbursement.
9. In the event legal action is commenced against Employee for acts or omissions undertaken within the scope of her employment, Employer shall agree to defend and indemnify Employee pursuant to the policies and procedures established by Employer's liability insurers.
8. Employer may discipline and/or remove Employee from her position as Chief Executive Officer for

good and sufficient cause which is hereby deemed to include but not be limited to:

- (a) Mental or physical disability which impairs the ability of Employees to perform his duties as Chief Executive Officer;
- (b) Violation of any rule or regulation prescribed by the Employer for the administration of its Employees including those set forth in any manual for non-collective bargaining employees in which termination is listed as a potential penalty;
- (c) Conduct which is prejudicial to the Employer or against the public interest;
- (d) Criminal misconduct in violation of or affecting or touching upon the Employee's duties as Chief Executive Officer.

Any dismissal or termination of Employee shall be made only after a hearing before the Board of Commissioners of Employer regarding the merits of such termination or dismissal and after adoption of a Resolution by said Commissioners in favor of any dismissal or termination of employees. Employees shall be entitled to thirty (30) days written notice of any hearing and such notice shall set forth the nature of the alleged cause for seeking termination of employment. The parties agree that in the event the Parking Authority is dissolved for any reason and employee is not offered employment by any assuming entity consistent with the terms of this employment agreement, employee then shall be entitled to severance in the amount equal to the total remaining salary due under the terms of this agreement.

9. In the event one or more provisions of this Agreement shall for any reason be held to be invalid, illegal, ultra vires, or unenforceable in any respect, the Invalidity, Illegality, or unenforceability shall not effect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- 10. The validity of this Agreement or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by and construed in accordance with the laws of the State of New Jersey.
- 11. This Agreement may only be amended or modified by way of a writing executed by both parties to this agreement.
- 12. This agreement constitutes the sole Agreement of the parties and supersedes any prior Agreement between the parties.
- 13. All notices and other communications related to this Agreement shall be sent by certified mail, return receipt requested, or hand delivered and shall be deemed to have been given once sent to such party at their respective address.

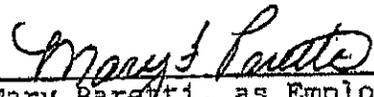
IN WITNESS WHEREOF, the parties execute this agreement on the year and day first above written.

JERSEY CITY PARKING AUTHORITY,
as Employer

By:



Michael A. Holloway, Chairman



Mary Paretti, as Employee

EXHIBIT L

Collective Negotiations
Agreement Between the
Parking
Authority of the City
Of Jersey City and the
Production Workers Union
Local 148

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ARTICLE I
RECOGNITION

The Parking Authority of the City of Jersey City, hereafter to as the "PARKING AUTHORITY" recognizes the Production Worker Union Local #148, hereafter referred to as the "UNION" or "LOCAL UNION", as the exclusive representative of all office personnel and all supervisory personnel including Executive Supervisor, Clerks, Senior Administrative Assistants, Permit Clerks, Supervisors, Foremen, Captains, Lieutenants, and Sergeants and or any other personnel agreed to by the Authority and Union. Should other higher ranks be established with mutual agreement, those ranks shall also be represented buy the Union.

ARTICLE II

DUES DEDUCTION, AGENCY SHOP AND SHOP STEWARD

- A. All employees covered by this Agreement and employed for a period of ninety (90) days from the date of hire shall join the Union. The Union shall advise the Parking Authority in writing of a members desire to have dues deducted from their pay. The Parking Authority shall make such deductions and transmit the sum so deducted to the Union.
- B. With respect to dues deductions, representation fee deductions, and the demand and return system herein provided, the Union shall indemnify, defend and hold the Parking Authority harmless against any claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the Parking Authority pursuant to the above provisions concerning due deductions and representations fee deductions.
- C. The employees shall elect on Shop Stewart and on Assistant Shop Stewart every three years. This election shall take place the first week in October. If the Shop Stewart is not available, the Assistant Shop Stewart shall assume the responsibilities and duties of the Shop Stewart.
- (1) His/her duties shall be the handling of all grievances or disputes arising under this Agreement with representatives of the Parking Authority. He/she will also be charge with the responsibility of guiding employees in accordance with the provisions of this Agreement and proven violations thereof.
 - (2) The Shop Stewart shall suffer no loss of pay for time spent in the

investigation, processing or discussion of grievances. Prior notice must be given to the Chief Executive Director of Chief Executive Officer.

- (3) The Shop Steward must notify the Chief Executive Officer at least one (1) hour prior to absence due to Union business. The Shop Steward shall determine what constitutes Union business.
- (4) The employer shall not discriminate against any person because of his membership in the Union or Activity on behalf of the Union or employees, which it represents.
- (5) The employer will provide bulletin boards or permit the use bulletin boards for the use of the Union to post notices of Union business.
- (6) The employer shall allow the use of the telephone for the Shop Steward or Union representative in connection with the handling of grievances under this Agreement.
- (7) The Shop Steward shall have top seniority during his/her term of office, irrespective of his or her actual length of service, for purposes of layoff and recall, as long as he or she is qualified to do the work available. The assistant shop steward shall be listed second in seniority behind only the shop steward.

D. Notwithstanding any other provisions of Article II, it is understood that the Parking Authority shall be required to make dues deductions from the pay of Union Members and transmit said sums as directed to the Union subject to the provisions of N.J.S.A. 34:13A5-5, which requires the authority to deduct a representation fee and submit it to the Union for any covered employee who opts not to participate in the Union.

ARTICLE III

PROBATIONARY PERIOD AND SENIORITY

- A. Parking Authority employees shall be considered probationary for their first ninety (90) days from the date of hire. Probationary employees may be terminated at the discretion of the Parking Authority and such termination shall not be subject to the grievance and arbitration procedure contained in this Agreement. After the expiration of the probationary period an employee may not be discharge, suspended or otherwise disciplined except for just cause as provided in Article XVI, "Discharge, Discipline or Suspension", of this Agreement.
- B. Employees shall acquire seniority after completing their probationary period. Seniority shall be based upon length of continuous service in the bargaining unit, commencing with the date of hire. Seniority shall be lost under the following conditions:
1. The employee resigns, voluntarily or involuntarily, for any reason;
 2. The employee is discharge for just cause;
 3. The employee retires, or is retired;
 4. The employee is on layoff for twelve (12) consecutive months recalled;
 5. The employee is on leave of absence in excess of twelve (12) consecutive months, whether paid or unpaid; or
 6. The employee accepts employment with another employer while on paid unpaid leave of absence from the Parking Authority, except where the Parking Authority grants permission for such employment in advance. Employees on approved paid or unpaid leaves of absence not

exceeding twelve (12) consecutive months' duration shall suffer no loss of seniority.

- C. In any reduction of the working force, probationary employees shall be the first laid off. Thereafter, employees shall be laid off in reverse order of seniority. Recalls to work shall be made in order of seniority, i.e., the most senior employee shall be first recalled and the least senior employee shall be the last recalled. No new employees shall be hired while any employee with higher seniority is on layoff.
- D. For the purpose of determining seniority for current employees of the Parking Authority joining the Union, the date of seniority will start on the first day of employment with the Parking Authority or its predecessor, the Department of Public Works of the City of Jersey City.

ARTICLE IV

HOLIDAYS AND PERSONAL DAYS

A. Full time employees of the Parking Authority who have completed their probationary period shall receive fifteen (15) paid holidays per year, as follows:

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Forth of July (Independence Day)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Friday after Thanksgiving Day

Christmas Day

General Election Day (November)

- B. If a holidays falls on a Saturday, is shall be observed on the preceding Friday. If a holiday falls on as Sunday, it shall be observed on the following Monday.
- C. No employee shall be paid for a holiday unless he or she works his or her last scheduled workday preceding the holiday and his or her first scheduled work day following the holiday.
- D. If a full time employee who has completed his or her probationary period is required to work on a holiday due to unusual conditions which result in the

employee working on a day he or she would not normally have worked, the employee will receive his or her regular holiday pay plus double time for the hours worked on the holiday. If the employee is scheduled to work on the holiday in question, he or she will receive time and one-half for the hours worked in addition to regular holiday pay.

- E. Full time employees of the Union who have completed their probationary period shall receive three (3) personal day per year beginning January 1, 2012. Each personal day shall equal one scheduled shift. These days must be used within fifteen (15) months. If not used within fifteen months (January through March of the following year) the days will be forfeited.

ARTICLE V

SICK LEAVE

A. Full time employees of the Parking Authority who have completed their probationary period shall be entitled to paid sick leave in accordance with the following schedule.

First calendar year
of employment8 hours per every two months of employment

Second through fourth year of
employment.....96 Hours per calendar year

Each succeeding calendar
year of employment.....120 hours per calendar year

B. 1. Sick time will be credited to an employee's bank at the beginning of each calendar year (January). It is anticipated that sick time will be used in the calendar year earned.

2. Paid sick leave not used in the year earned may be accumulated and carried from year to year with no limit. However, beginning January 1, 2012, there shall be no cash-payout of unused sick days at the termination of employment with the JCPA for days earned after December 31, 2011.

3. At the beginning of each calendar year, employees will receive written notification of sick time accruals (current and banked) and will acknowledge their agreement by signature.

4. The current year's accumulated sick time shall be deducted first. If an employee uses all that year's sick time, then any further deductions, shall come from his/hers accumulated sick time.

5. Employees shall retain all accrued sick time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused sick time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.

C. Any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 sick days for every regularly scheduled workday, on which sick time is taken.

D. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating sick time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating sick time.

E. All employees will be covered by New Jersey State Disability Insurance in accordance with applicable law.

F. An employee who terminates employment for any reason during any calendar year and is eligible for paid sick leave under this Article shall be credited with a pro-rated amount of sick days for that year.

ARTICLE VI

JURY DUTY

- A. In the event any employee is required to serve jury duty he or she must submit a copy of the jury duty notice to the Parking Authority not less than thirty (30) days prior to the date on which his or her jury duty begins. Any full time employee who has completed his or her probationary period shall be paid for his or her period of jury service, provided he or she submits timely notice of jury duty as required in the Article and further provided he or she assigns to the Parking Authority all other payments received for jury service.
- B. Employees who are called to jury duty in courts utilizing a "call in" system, must report to work when not required to appear for jury duty.
- C. Employees must submit an attendance report from the court showing the days and dates served.

ARTICLE VII
LEAVE OF ABSENCE

- A. Union Leave: Unpaid leaves of absence shall be granted to not more than two (2) Union officers and delegates for attendance at official Union conventions, institutes or educational conferences. Such unpaid leaves of absence for Union conventions, institutions or educational conferences must be approved by the Parking Authority.
- B. Unpaid Leave: Any full time employee who has completed his or her probationary period may apply for unpaid leave of absence, not to exceed one (1) year in duration, to deal with personal business. Such unpaid leaves for personal business may be reviewed and approved by the Parking Authority. The decision of the Parking Authority to approve or deny request for unpaid leave is final and cannot be contested under the parties contractual grievance and arbitration procedure. Benefits lapse after one month. Cobra benefits can be applied for.
- C. Bargaining Leave: If it is necessary for an employee to attend a grievance meeting or collective bargaining session while on duty, he or she will be excused from duty without loss of pay, provided, however, that compensation shall not be paid for time the employee normally would not be on duty and provided further that this benefit shall not be extended to more than two (2) employees on any given occasion.

ARTICLE VIII

WAGES

- Effective on January 1, 20012, the yearly salary in effect shall increase by 2.0%
- Effective on January 1, 20113, the yearly salary in effect shall increase by 2.25%
- Effective on January 1, 2014, the yearly salary in effect shall increase by 2.5%

ARTICLE IX

INSURANCE

- A. The health insurance plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) full days of employment.
- B. The group dental plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. In addition employees shall be given the option of enrolling in a HMO based dental plan. Each full time employee shall be eligible for enrollment in the group dental plan. Coverage shall commence on the first day of the month following one month of continuous full time employment.
- C. Every full time employee who has completed his/her probationary period shall be eligible for an annual reimbursement of up to \$200.00 for purchase and repair of eyeglasses for himself/herself and up to \$75.00 annual reimbursement for his/her dependents. In order to receive such reimbursement, the employee shall submit to the Parking Authority the bill, receipt of other appropriate proof of expenditure for the purchase or repair of eyeglasses within thirty (30) days of the date of such expenditure.
- D. A prescription plan through the New Jersey State Health Benefits shall be maintained for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) days of continuous employment.

ARTICLE X

VACATIONS

A. Full time employees who have completed their probationary period shall earn vacation with pay in accordance with the following schedule, based upon the anniversary of the full time employee's date of hire:

Up to 1 year	8 hours/month
1 through 4 years	136 hours
5 through 9 years	160 hours
10 through 14 years	200 hours
15 years and over	240 hours

B. Employees shall retain all accrued vacation time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused vacation time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.

B.1. AS OF JANUARY 1, 2012:

Employees shall continue to accrue Vacation time as described in (A) above at the rate of pay in the year it is earned. It is intended that vacation time will be used in the year it is earned or as follows:

1st Year of Employment/ 48 hours.....Use or Lose

136 hours earned.....Use or Lose

160 hours earned.....Employee may carry over 40 hours of vacation time.

200 hours earned.....Employee may carry over 40 hours of vacation time or cash-out 40 hours at 75% value, but not both.

240 hours earned.....Employee may carry over eighty (80) hours of vacation time or cash-out 40 hours at 75% value, but not both.

In all cases, employees shall not be allowed to accrue more than 225 hours of carry-over (banked) time.

B 2. An employee who voluntarily terminates employment, for any reason during the calendar year, shall have the following options to collect the accumulated vacation (up to 240 hours + any pre-December 31, 2011-time):

1.) Terminal Leave: Takes all accumulated vacation time and remains on the payroll until the time is exhausted.

2.) Lump Sum Payment: Takes a lump sum payment of all accumulated vacation hours paid at 100%. Payment shall be made within one month of separation.

B 3. Employees seeking to sell back vacation pursuant to paragraph B 1 shall provide 30 days written notice to Management when requesting a payment for vacation time. However, Employees seeking payment for vacation time between June 1 and August 31 of the year shall notify management in writing no later than April 15 of the year of their request. Employees seeking payment for vacation time between November 15 and December 31 shall notify Management in writing no later than September 15 of the year of their request.

C. Employees must work the scheduled work day immediately before and immediately following any scheduled vacation. Employees will not be paid for any consecutive sick days taken immediately before or immediately following any scheduled vacation.

D. Employees shall submit their proposed vacation schedules requests no later than February 15th any given year. Vacation will be granted by March 15th any given year. The Parking Authority shall attempt to schedule vacations at the time most desired by the employees, the final right to determine vacation schedules and the number of employees on vacation at any given is reserved by the Parking Authority. Employees may use a maximum of two weeks during the summer. A third week may be granted during the summer period at the discretion of the Authority. Summer vacation period runs June 15th through September 15. Seniority will be used in granted vacation requests

E. The Parking Authority reserves the right to recall employees from vacation when necessary to ensure an adequate level of manpower, to deal with emergency situations, or to assure the presence of employees with requisite skills or abilities necessary for continued efficient operations.

F. An employee who terminates employment for any reason during any calendar year and is eligible for paid vacation under this Article shall be credited with pro-rated vacation for that year.

G. An employee who terminates employment for any reason during any calendar year shall have the following options to collect the accumulated vacation:

1. Terminal Leave: Takes all accumulated vacation time and remains on the payroll until time is exhausted.
2. Lump Sum Payment: Takes a lump sum payment and paid six hours for every eight hours owed. Payment made within one (1) month of separation.

H. Any employee hired prior to October 1 * of a calendar year will have that year count as a year in service in calculating sick and vacation time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating sick and vacation time.

ARTICLE XI

GRIEVANCE PROCEDURE

- A. The purpose of this grievance procedure is to insure efficiency and promote employee morale. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement or of policies and management decisions affecting the employees. In the event of any such grievance, adjustment shall be sought in accordance with this Article.
- B. (1) All grievances involving the interpretation or application of the terms of this Agreement shall be in writing. It shall be discussed by the employees involved and the Shop Steward with the Division Director within three (3) business days.
- (2) In the event that such grievance is not settled within five (5) business days from the time it is presented in writing to the Division Director then the Chief Shop Steward shall present the grievance to the Chief Executive Officer or his/her designee of the Parking Authority. The grievance shall thereupon be discussed at a meeting consisting of the employee involved, the Union, The Shop Steward, the Chief Executive Officer of the Parking Authority or his/her designee. The meeting shall be conducted within ten (10) business days from the date the grievance is submitted unless the Union and the Parking Authority agree to conduct the meeting at a later date.
- C. In the event a grievance is not settled within five (5) business days after the date of the grievance meeting described in Section B-2 above, and the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the Union may submit the grievance to binding arbitration before an arbitrator appointed by the New Jersey Public Employment Relations Commission. Such a request for binding arbitration must be submitted in writing by the Union to the New Jersey Public

Employment Relations Commission within five (5) business days of the date upon which the grievance is denied, or the date upon which the grievance fails to be settled, whichever is earlier.

- D. The designated arbitrator shall be bound by the provisions of this Agreement and the applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of contract interpretation presented. The arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his/her written decision, the arbitrator shall indicate in detail his/her findings of fact and reasons for making the award. The arbitrator shall conduct the arbitration in accordance with the grievance arbitration rules of the Public Employment Relations Commission. The decision and award of the arbitrator shall be final and binding upon the parties and upon all grievances. The costs of the service of the arbitrator shall be borne equally between the Parking Authority and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed to in writing by the parties.
- E. Authority Grievances. Any grievance which the Parking Authority may have against the Union shall be submitted in writing to the Union. Representatives of the Union and Parking Authority shall meet within ten (10) business days from the date the grievance is submitted unless the Union and Parking Authority agree to conduct the meeting at a later date. If the grievance is not resolved, the Parking Authority may, within five (5) business days, submit the dispute to binding arbitration as provided in this Article.

- F. The failure of the Union to file a grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance and this shall be deemed a denial of the grievance on all applicable grounds.
- G. The parties hereby agree that any judicial action to compel compliance with the binding arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A-24-1, et seq.
- H. An employee shall perform all duties as instructed even though he/she may feel aggrieved. During the pending of any grievance, the employee shall continue to comply with all work directives and work rules applicable to him/her notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employee.
- I. It is understood and agreed that a decision of the Union not to exercise its right to request arbitration shall be final and binding upon the members of the bargaining unit and it is further understood and agreed that the Union and its designated representatives have the authority to settle any grievance at any step.

ARTICLE XII

ANTI-DISCRIMINATION

There shall be no discrimination against any employee because of his/her race, color, religion, creed, national origin, sex, sexual orientation, union affiliation or political activity.

ARTICLE XIII

NO-STRIKE CLAUSE

The Union agrees that it will not call any work stoppage during the terms of this Agreement. The Parking Authority agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE XIV

BEREAVEMENT LEAVE

Full time employees, who have completed their probationary periods, shall be allowed time off from the day of death up to and including the day after the funeral, but not to exceed five (5) days paid leave, in the event of a death in their immediate families. For the purposes of the Article, "immediate family" is defined to include spouse, civil union partner, parents, brothers, sisters, children, grandparents, mother-in-law and father-in-law.

ARTICLE XV

MANAGEMENT RIGHTS

- A. The Union and the Parking Authority agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered and that no provision of this Agreement shall be construed or interpreted to restrain the Parking Authority's full and absolute right to operated, control and manage it's operations and to determine the manner and means of providing services to the public.
- B. The following subjects are within the managerial rights of the Parking Authority:
1. The right to determine the size of the work force.
 2. The right to promote, transfer, re-assign and lay off employees, with Union consultation.
 3. The right to institute random drug testing.
 4. The right to determine work standards; to determine, establish modify and eliminate means and methods of operations; to implement improvements of changed in technology; to utilize new equipment; and, to control the quality of services with Union consultation.
 5. The right to determine when and whether to fill job vacancies.
 6. The right to evaluate jobs by a consistent evaluation process approved by the Union.
 7. The right to select and hire employees from any source
 8. The right to discipline and discharge employees in accordance with Article XVI, "Discharge, Discipline and Suspension".

9. The right to create, abolish and amend work shifts and to assign employees to work shifts as deemed necessary or appropriate by the Parking Authority with permission of the Union.
 10. The right to determine and establish the regular hours of work for employees, not to exceed forty hours per week; provided, however, that the Parking Authority retains the right to require employees to work overtime on a regular basis as the Parking Authority deems necessary or appropriate with consultation with the Union.
 11. The right to require overtime work and to assign overtime work to such employees as the Parking Authority considers qualified for the particular task to be performed. This section shall not apply when overtime was offered but refused.
 12. The right to create new titles, salaries, positions and duties in consultation with the Union.
 13. The right to enter into any contractual services agreements, except those pertaining to privatization of job positions held by Union personnel.
- C. The Parking Authority retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the Union or to obtain agreement concerning such rules from the Union; provided, that the Union shall be notified prior to implementation, repeal or amendment of any work rule and provided further that the Parking Authority shall adopt no rule which conflicts with any provision of the Agreement.
- D. In the event of a weather emergency, as determined by the Chief Executive Officer, employees hereby agree to be assigned duties not associated with those duties performed as Parking Authority employees. Assignments shall be made on a

voluntary basis. This clause shall apply to all employee and shall be subject to the grievance procedure for that day or part of that day when weather emergency arose, as determined by the Chief Executive Officer. This applies to those employees subject to the elements.

ARTICLE XVI

DISCHARGE, DISCIPLINE OR SUSPENSION

- A. The Parking Authority shall have the right to maintain discipline and efficiency in its operations. It shall, have the right to discharge, suspend or discipline any employee for just cause.
- B. The following infractions shall constitute grounds for immediate discharge:
1. Possession of and/or use of any controlled, dangerous substances, paraphernalia and/or intoxicants at any time on or off Parking Authority premises while on duty.
 2. Theft of funds or property belonging to the Parking Authority, to a fellow employee, or to any other person.
 3. Theft of time or other dishonesty pertaining to work.
 4. Insubordination: must be substantiated.
 5. Excessive absenteeism, pattern absenteeism or habitual lateness: must be substantiated.
 6. Deliberate abuse of or damage to equipment, materials or property of the Parking Authority or others.
 7. Carelessness or endangering the safety of oneself or others and endangering the property of the Parking Authority or others.
 8. Leaving assigned duty without permission.
 9. Non-compliance with the uniform code and dress policy.
 10. Accepting other employment while on leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.
 11. Incompetence or inefficiency: must be substantiated.
 12. Disregard of established workplace procedures.

13. Failure to perform assigned work.
 14. Utilizing Parking Authority vehicles for unauthorized purposes or permitting unauthorized individuals to use Parking Authority vehicles or other Parking Authority property.
 15. Sleeping, reading, doing personal work or attending to personal business during working time.
 16. Negligence or carelessness in performance of one's job duties.
 17. Participating in any political activity while on duty with the Parking Authority, this includes use of Parking Authority property.
 18. Any action of a nature comparable to those enumerated above.
- C. For any cause not enumerated in Section B, the Parking Authority shall take such disciplinary action as it deems appropriate under the circumstances of the case.

ARTICLE XVII

OVERTIME

- A. For work performed in excess of forty (40) hours in any week, employees shall be paid at the rate of one and one-half their regular hourly rate of pay. Work performed on Holidays and Sundays shall be paid at the rate of double time.
- B. Employees are required to work any overtime requested of them. Whenever practical, the Parking Authority will provide at least two hours prior notice to the employees who are to work overtime. Overtime shall be offered by seniority whenever possible, including Liberty State Park or any other special events.
- C. For purposes of this Article, a "week" is defined as a calendar week; that is, a seven day period commencing on Sunday and ending the following Saturday.
- D. Entitlement to overtime compensation shall be based only upon time actually worked calculated up to the next quarter hour. For example, if an employee works one hour and twenty-five minutes in excess of forty hours, the rate of overtime to be paid is one and one-half hour.
- E. In the event the City requests assistance for a special event, which requires an employee to work on a day he or she would not normally have worked, the employee will receive double time for their hours worked in that day.
- F. Any Supervisors, Lieutenant and above who work a Saturday tour in the Communications Booth shall in addition to regular compensation receive four (4) hours of compensatory time for each Saturday tour worked.

ARTICLE XVIII

INVOLUNTARY RESIGNATION

- A. If an employee is absent from work for a period exceeding five (5) scheduled workdays without notification to the Parking Authority, the employee shall be deemed to have involuntarily resigned his/her employment.
- B. If an employee fails to report for duty within five (5) scheduled work days after the expiration of any authorized leave, the employee shall be deemed to have involuntarily resigned his/her employment.

ARTICLE XIX

SCOPE OF NEGOTIATIONS

- A. The Parking Authority and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. The Parking Authority and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waive the right to negotiate collectively and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated and signed this Agreement.
- C. This Agreement constitutes the sole and exclusive source of employee wages and benefits and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE XX

SEVERABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed severable from each and every other clause of this Agreement. To the extent any clauses shall be determined to be in violation of law, such clause or clauses shall be deemed void without impairing, the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE XXI

ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Parking Authority and in no case shall be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE XXII

UNIFORMS

The Parking Authority shall provide a payment of \$275.00 per year for cleaning of uniforms. This Article only applies to all uniformed personnel including office personnel who starting May 1, 2012 shall be required to wear approved casual uniforms with the JCPA insignia on the left chest area of the shirt and approved pants. This casual uniform requirement shall not apply to Roz Piccillo and she shall not be eligible for the \$275 payment. The payment shall be made annually on the employees anniversary date. Employees shall be permitted to wear JCPA turtlenecks under the winter uniform in lieu of a necktie.

During the life of the contract all uniformed enforcement personnel shall receive a payment of up to \$100 as direct reimbursement for the purchase of approved safety footwear. Proof of purchase and receipt shall be required to be submitted for reimbursement.

ARTICLE XXIII

TERMS OF AGREEMENT

- A. This Agreement shall be in effect for the period beginning January 1, 2012 and ending December 31, 2014, at which time the Agreement shall be expire unless an extension is agreed to in writing by the parties prior to the expiration date.
- B. If either party wishes to terminate, amend or otherwise modify the terms of this Agreement at the time of expiration, the party must notify the other in writing not less than ninety (90) days prior to the expiration date.
- C. This Agreement shall be subject to ratification by the Board of Commissioners of the Parking Authority.

IN WITNESS WHEREOF, the Union and Parking Authority have executed this Agreement on the *24* day of *April*, 2012

**Parking Authority of the
City of Jersey City**

**Production Workers
Union Local #148**

By: *Mary J. Paetle*

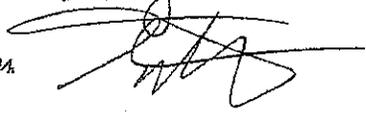
By: *Charles Clemenza*
Rosario Lago
of and on 

EXHIBIT M

ARTICLE 1

RECOGNITION

- A. The Parking Authority of the City of Jersey City, ("Parking Authority"), recognizes the United Industrial Service, Transportation, Professional and Government Workers of North America of the Seafarers International Union of North America, Atlantic, Gulf, Lakes, and Inland Waters District/NMU, AFL-CIO, ("Union" or "Local Union"), as the exclusive representative of all employees employed by the Parking Authority, excluding all supervisors, managerial executives and confidential employees as defined by the New Jersey Employer-Employee Relations Act and further excluding all secretaries, office employees, administrative employees, and management-level employees.
- B. The Authority agrees to provide the Union with a current seniority list of Union members on a quarterly basis. Further, the Authority agrees to notify the Union, within 90 days, when new employees are hired into positions covered by this Agreement. Further, the Authority agrees to notify the Union, in a timely manner, when existing employees are removed from the bargaining unit for any reason, including, but not limited to: voluntary resignation; suspension; termination; retirement; and/or transfer to another Parking Authority position not covered by this Agreement.

ARTICLE 2

MISCELLANEOUS PROVISIONS

- A. **JOB DESCRIPTIONS/WORK STATEMENTS:** Every employee covered by this Agreement shall receive a current copy of his/her job description and/or work statement. It is expected that employees shall competently perform the full and complete duties of their respective job description. Job descriptions for all positions covered by this Agreement shall be provided to the Union and shall not be changed or amended without notification to the Union.
- B. **JURISDICTION:** Except in emergency situations, or as determined by Management, a manpower shortage exist, supervisory personnel shall not perform the recognized and customary duties of personnel covered by this Agreement
- C. **SAFETY:** The Parties agree that the safety of JCPA personnel is a priority concern and all reasonable measures shall be taken to ensure safety and security at all times. Supervisors shall respond in a responsible and timely manner to any call from bargaining unit personnel who consider their safety threatened.
- D. **PARITY:** The parties recognize the importance of treating all employees fairly and equally. Therefore, any non-economical benefit or procedural advantage provided to supervisory personnel shall be made available to employees covered by this Agreement.

ARTICLE 3

DUES DEDUCTION, AGENCY SHOP AND SHOP STEWARD

- A. The Union, an unincorporated association consisting of employees of the Employer and of other Employers, and the Employer, to facilitate and implement the desire of such employees to maintain their Union and to assist such employees in complying with their monetary obligations to their Union, agree to the establishment and maintenance of a voluntary check-off procedure for the employees covered by this Agreement. The Union and the Employer further acknowledge that such check-off is in accordance with the authority and direction of exclusive federal law and decisions of the NLRB regulating labor-management decisions relating such as the relationship which is the subject of the Agreement between these parties.
- B. After successful completion of the 90-day probationary period, employees shall be eligible for membership in the Union. In accordance with the provisions of Section 302 (c) (4) of the Federal Labor Management Relations Act, as amended, the Employer agrees that, upon receipt of a voluntary written authorization executed by employees covered by this Agreement, it will deduct the employees regular initiation fees, regular dues, or agency fees from such employees compensation, including payment for or made during time-off periods, if any, in the amounts set forth in the written authorization and timely remit such amounts to the Union. Such deductions shall be made and shall come from the weekly wages paid (four pay periods each calendar month). However, if the wages paid during such pay period are insufficient to fully cover the current monthly dues, fees or initiation amounts, deductions shall then be made from one

or more consecutive pay periods of said month to pay and satisfy same. The Employer agrees to hold such sums deducted in trust for the Union. Any employee electing to pay an agency fee shall pay an amount equal to no more than 85% of the regular Union membership, dues, fees and assessments. Any employee wishing to challenge this assessment has the right to do so as published in the United Worker and pursuant to New Jersey law. Authorization for the deduction of dues or agency fees may be withdrawn by the employee by filing a written notice of withdrawal with the Parking Authority with a copy to the UIW. Such a withdrawal of authorization for the deduction of dues shall become effective as of January 1st or July 1st following the date on which the written notice is submitted, whichever is earlier. The Union shall indemnify the Employer and hold it harmless against any and all claims, demands or suits that shall arise out of any action taken by the Employer for the purpose of complying with the provisions of this Article. An individual member shall be entitled to exoneration from the payment of Union dues for any month for which the member has not earned five (5) days pay.

C. The Employer further agrees to forward the amount of dues, initiation fees or Agency fees deducted, to the Union not later than the tenth (10th) day of the month following the month in which the deductions were made. A list of those from whom deduction were made, their social security numbers, dates of hire, hourly rates of pay and the amount of such deduction will be furnished to the Union along with the remittance to: 5201 Auth Way, Camp Springs, Maryland 20746, Attn: Union Controller.

- D. (1) A Chief Shop Steward shall be elected by the employees on a yearly basis. This election shall take place the first week in October. If deemed necessary by the Union, two assistant Shop-Stewards may be appointed to assist the Chief Shop Steward.
- (2) The Chief Shop Steward shall suffer no loss of pay for time spent in the investigation, processing or discussion of grievances. Prior notice must be given to the Chief Executive Director or Chief Executive Officer

- (3) The Employer shall not discriminate against any person because of his membership in the Union or activity on behalf of the Union or the employees whom it represents.
- (4) The Employer will provide an enclosed bulletin board for use by the Union for the posting of notices of Union business.
- (5) The Employer shall allow the use of the telephone for Shop Steward or Union representative in connection with the handling of grievances under this Agreement.
- (6) The Chief Shop Steward shall be entitled to top seniority in the shop.

ARTICLE 4

PROBATIONARY PERIOD AND SENIORITY

A. Parking Authority employees shall be considered probationary for their first ninety (90) days, commencing on the first day of paid employment. Probationary employees may be terminated at the discretion of the Parking Authority and such terminations shall not be subject to the grievance and arbitration procedure contained in this Agreement. After the expiration of the probationary period an employee may not be discharged, suspended or otherwise disciplined except for just cause as provided in Article XVI, "Discharge, Discipline or Suspension", of this Agreement.

B. Employees shall acquire seniority after completing their probationary period. Seniority shall be based upon length of continuous service in the bargaining unit, commencing with the date of hire. Seniority shall be lost under the following conditions:

1. The employee resigns, voluntarily or involuntarily, for any reason;
2. The employee is discharged for just cause;
3. The employee retires, or is retired;
4. The employee is on layoff for twelve (12) consecutive months without recall;
5. The employee is on leave of absence in excess of twelve (12) consecutive months, whether paid or unpaid; or
6. The employee accepts employment with another employer while on paid or unpaid leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.

C. Employees on approved paid or unpaid leaves of absence not exceeding twelve (12) consecutive months' duration shall suffer no loss of seniority.

- D. In any reduction of the working force, probationary employees shall be the first laid off. Thereafter, Union employees shall be laid off in reverse order of seniority. Recalls to work shall be made in order of seniority, i.e., the most senior employee shall be the first recalled and the least senior employee shall be the last recalled. No new employees shall be hired while any employee with higher seniority is on layoff.
- E. If an employee is assigned to a supervisory position for a period in excess of twelve (12) consecutive months and is subsequently returned to the bargaining unit covered by this Agreement, that employee's seniority shall be adjusted for the time spent in a supervisory capacity.
- F. If an employee is temporarily assigned to a clerical position for a period of less than six (6) months, that employee shall retain their seniority position in the bargaining unit covered by this Agreement.
- G. **Part-Time Employees:** The Parking Authority shall have the right to employ up to five (5) part-time employees on a regular basis. Part-time Employment shall be defined as regularly scheduled and less than 20 hours per week. Part-time employees shall be paid in accordance with Article VII of this Agreement.
- Part-time employees shall accrue seniority on a separate seniority list from full-time employee from their first day of paid employment. If a part-time employee moves to a full-time position, fifty (50) percent of their accrued part-time seniority shall be credited to the full-time seniority list.

Part-time employees shall be subject to the same ninety (90) day probationary period as full-time employees. Part-time employees, who successfully complete their probationary period, shall be given priority consideration when a full-time position becomes available. A part-time employee moved into a full-time position with the same job-title shall not be required to complete a new probationary period.

ARTICLE 5

HOLIDAYS

A. Full time employee of the Parking Authority who have completed their probationary period shall receive fourteen (14) paid holidays per year, as follows:

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Fourth of July (Independence Day)
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
General Election Day (November)

B. If a holiday falls on a Saturday, it shall be observed on the preceding Friday.
If a holiday falls on a Sunday, it shall be observed on the following Monday.

C. No employee shall be paid for a holiday unless he or she works his or her last scheduled workday preceding the holiday and his or her first scheduled work day following the holiday.

D. If a full time employee who has completed his or her probationary period is required to work on a holiday due to unusual conditions which result in the employee working on a day he or she would not normally have worked, the employee will receive his or her regular holiday pay plus double time for the hours worked on the holiday. If the employee is scheduled to work on the holiday in question, he or she will receive time and one-half for the hours worked in addition to regular holiday pay.

E. Holiday pay shall be calculated based on an employees' regular hourly schedule.

ARTICLE 6

LEAVE

SICK LEAVE:

A. Full time employees of the Parking Authority who have completed their probationary period shall be entitled to paid sick leave in accordance with the following schedule.

First calendar year of
employment.....8 hours per every
two months of employment.

Each succeeding calendar
year of employment.....96 hours per calendar year.

B. 1. Sick time will be credited to an employee's bank at the beginning of each calendar year (January). It is anticipated that sick time will be used in the calendar year earned.

2. Paid sick leave not used in the year earned may be accumulated and carried from year to year with no limit. However, beginning January 1, 2012, there shall be no cash-payout of unused sick days at the termination of employment with the JCPA (except as NOTED below).

3. At the beginning of each calendar year, employees will receive written notification of sick time accruals (current and banked) and will acknowledge their agreement by signature.

4. The current year's accumulated sick time shall be deducted first. If an employee uses all that year's sick time, then any further deductions, shall come from his/hers accumulated sick time.

****NOTE: Employees shall retain all accrued sick time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused sick time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.**

C. Any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 sick days for every regularly scheduled workday, on which sick time is taken.

D. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating sick time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating sick time.

E. An employee who terminates employment for any reason during any calendar year and is eligible for paid sick leave under this Article shall be credited with a pro-rated amount of sick days for that year

PERSONAL LEAVE:

- A. Full time employees shall be entitled to three (3) full shifts of personal leave per year based on the employee's regular schedule. Personal leave may be taken in ½ day shifts. Personal leave shall not be accumulated from year to year. Personal leave must be taken in the year it was earned, between January and the end of March the following year.
- B. Any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 sick days for every regularly scheduled workday, on which personal time is taken.

DISABILITY LEAVE:

- A. All employees will be covered by New Jersey State Disability Insurance in accordance with applicable law.
- B. Employees may be entitled to a leave of absence under the federal Family Medical Leave Act (FMLA) and/or the New Jersey Family Medical Leave Act (NJFMLA).

ARTICLE 7
JURY DUTY

A. In the event any employee is required to serve jury duty, he or she must submit a copy of the jury duty notice to the Parking Authority not less than thirty (30) days prior to the date on which his or her jury duty begins. Any full time employee who has completed his or her probationary period shall be paid for his or her period of jury service, provided he or she submits timely notice of jury duty as required in this Article and further provided he or she assigns to the Parking Authority all other payments received for jury service.

B. Employees who are serving jury duty, must report to work when not required to appear for jury duty. Employees must submit an attendance report from the court showing the days and dates served.

C. Employees working the night shift will be granted payment for jury duty in accordance with this Article, if jury duty falls on a day when the employee would be required to report for work that evening. In no case, shall there be double payment for the day.

ARTICLE 8
LEAVE OF ABSENCE

- A. Union Leave: Unpaid leaves of absence shall be granted to not more than two (2) Union officers and delegates for attendance at official Union conventions, institutes or educational conferences. Such unpaid leaves of absence for Union conventions, institutions or educational conferences must be approved by the Parking Authority.
- B. Unpaid Leave: Any full time employee who has completed his or her probationary period may apply for unpaid leave of absence, not to exceed one (1) year in duration, to deal with personal business. Such unpaid leaves for personal business may be approved by the Parking Authority. The decision of the Parking Authority to approve or deny request for unpaid leave is final and cannot be contested under the party's contractual grievance and arbitration procedure.
- C. Bargaining Leave: If it is necessary for an employee to attend a grievance meeting or collective bargaining session while on duty, he or she will be excused from duty without loss of pay, provided, however, that compensation shall not be paid for time the employee normally would not be on duty and provided further that this benefit shall not be extended to more than two (2) employees on any given occasion.

ARTICLE 9

WAGES

A. Effective on January 1, 2012, currently hourly wages shall be increased by 2% and shall be as follows

Entry Level.....	\$12.98 per hour
First Anniversary of continuous employment.....	\$15.24 per hour
Second Anniversary of continuous employment.....	\$16.13 per hour
Third Anniversary of continuous employment.....	\$17.05 per hour
Fourth Anniversary of continuous employment.....	\$17.19 per hour
Fifth Anniversary of continuous employment.....	\$17.31 per hour

B. Effective on January 1, 2013 hourly wages shall increase by 2.5% for each member.

C. Effective on January 1, 2014 hourly wages shall increase by 2.5% for each member.

D. Employees shall receive the hourly wage rate stated on the salary schedules contained in this Article, which corresponds to their years of continuous employment. Anniversary adjustments, as described above, shall occur on the anniversary of the employee's date of hire.

E. All employees with wages in excess of the above amounts shall receive the same percentage for each year of this Agreement.

CONTINUOUS EMPLOYMENT AWARD:

Once during the term of this Agreement, the following payment will be made to eligible employees on their employment anniversary date:

Tenth Anniversary: \$500 Lump Sum

Fifteenth Anniversary: \$750 Lump Sum

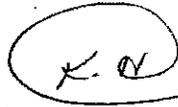
Twentieth Anniversary: \$1000 Lump Sum

* March 26, 2012, hereby agreed:

Any employee with more than 10 years who will not reach one of the anniversary milestones set above shall be entitled to the applicable payment in the first year of the Contract for the anniversary year they most recently passed.



MACY Paretti



K. V.

ARTICLE 10

INSURANCE

A. The health insurance plan in existence on the effective date of this Agreement shall be maintained at the same or equivalent level of benefits for the duration of this Agreement. Coverage shall commence on the sixty-first (61) full day of employment.

B. The group dental plan in existence shall be maintained at the same or equivalent level of benefits of yearly maximum to \$1,500 (One Thousand Five Hundred Dollars) for the duration of this Agreement. Each full time employee shall be eligible for enrollment in the group dental plan. Coverage shall commence on the first of the month following one month of continuous full time employment.

C. Every employee who has completed his or her Probationary Period shall be eligible for an annual reimbursement of up to \$150 (One Hundred Fifty Dollars) for himself/herself and up to \$75 (Seventy Dollars) for his or her dependents for an eye exam, or for the purchase and repair of eyeglasses or contacts. In order to receive such reimbursement the employee shall submit a bill, receipt or other appropriate proof of expenditure for an eye exam, or the purchase or repair of eyeglasses or contacts to the Parking Authority within thirty (30) days of such expenditure.

D. A prescription plan through the New Jersey State Health Benefits shall be maintained for the duration of this Agreement. Coverage shall commence on the first of the month following sixty (60) days of continuous employment.

ARTICLE 11
VACATIONS

A. Full time employees who have completed their probationary period shall earn vacation with pay in accordance with the following schedule, based upon the anniversary of the full time employee's date of hire:

First Year of Employment.....	8 hours for every 2 months of continuous employment
Second to Fifth Year of Continuous Employment.....	80 hours per year
Sixth to Tenth Year of Continuous Employment.....	120 hours per year
Eleventh to Fourteenth Year of Continuous Employment.....	160 hours per year
Fifteenth Year of Continuous Employment and Thereafter.....	200 hours per year

****NOTE: Employees shall retain all accrued vacation time on the books as of December 31, 2011 and may carry that balance over from year to year. At the termination of/or retirement from employment, the employee will be eligible for a cash payout of 100% of any unused vacation time accumulated through 12-31-11 (minus any days utilized in subsequent years at the 2011 rate of pay.) Payments shall be made by the Parking Authority no later than one (1) month after the employees' last day of employment.**

B. AS OF JANUARY 1, 2012:

Employees shall continue to accrue Vacation time as described in (A) above at the rate of pay in the year it is earned. It is intended that vacation time will be used in the year it is earned or as follows:

1st Year of Employment/ 48 hours.....Use or Lose

80 hours earned.....Use or Lose

120 hours earned.....Employee may carry over 40 hours of
vacation time.

160 hours earned.....Employee may carry over 40 hours of
vacation time or cash-out 40 hours, but
not both.

200 hours earned.....Employee may carry over eighty (80) hours
of vacation time or cash-out 40 hours at
75% value.

In all cases, employees shall not be allowed to accrue more than 225 hours of carry-over (banked) time.

C. An employee who terminates employment, for any reason during the calendar year, shall have the following options to collect the accumulated vacation (up to 225 hours + any pre-December 31, 2011 time):

1.) Terminal Leave: Takes all accumulated vacation time and remains on the payroll until the time is exhausted.

2.) Lump Sum Payment: Takes a lump sum payment of all accumulated vacation hours paid at 100%. Payment shall be made within one month of separation.

- D. Employees must work the scheduled work day immediately before and immediately following any scheduled vacation. Employee will not be paid for any consecutive sick days taken immediately before or immediately following any scheduled vacation.
- E. Employees shall submit their proposed vacation schedules no later than the date fixed by the Parking Authority as the deadline for submission in any given year. Although the Parking Authority shall attempt to schedule vacation at the time most desired by the employees, the final right to determine vacation schedules, the number of employees on vacation at any given time and the length of vacations is reserved to the Parking Authority.
- F. The Parking Authority reserves the right to recall employees from vacation when necessary to assure an adequate level of manpower, to deal with emergency situations, or to assure the presence of employees with requisite skills or abilities necessary for continued efficient operations.
- G. An Employee who terminates employment for any reason during any calendar year and is eligible for paid vacation under this Agreement shall be credited with pro-rated vacation for that year.
- H. For purposes of utilization of vacation time, any full time employee who's regularly scheduled workday is ten (10) hours will be assessed 1.25 vacation days for every regularly scheduled workday on which vacation is taken.

- I. Vacation time will be credited to the employee's bank at the beginning of each calendar year (January) and shall be used in accordance with the provisions of this section. The employee will sign an acknowledgement of their accumulated vacation time at the beginning of each year.

- J. The current year's accumulated vacation time shall be deducted first. If an employee uses all that year's vacation, then, any further deductions, shall come from his/hers accumulated vacation time.

- K. Any employee hired prior to October 1st of a calendar year will have that year count as a year in service in calculating vacation time. Any employee hired between October 1st and December 31st of a calendar year will not have that year count as a year in service in calculating vacation time.

ARTICLE 12
GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means a dispute between the parties over the interpretation, application or violation of this Agreement or of policies and management decisions affecting the employees, including disciplinary action taken. In the event of any such grievance, adjustment shall be sought in accordance with this Article.

B. (1) All disputes involving the interpretation or application of the terms of this Agreement shall be discussed by the employee involved and the Shop Steward with the Division Director of the Parking Authority within three days following the occurrence of such dispute.

(2) In the event that such dispute is not settled or if disciplinary action (suspension, termination, etc.) is issued, a copy shall be provided to the Union Shop Steward who shall notify the Authority if a formal grievance will be filed.

(3) If it is determined that a formal grievance will be filed, it must be done within three (3) days of the informal meeting. The Shop Steward will present the written grievance to the Executive Director of the Parking Authority who shall convene a grievance hearing as soon as possible, but at least within ten (10) days of receiving the grievance, unless the parties agree otherwise. The hearing shall include, the employee involved, the Union, the Shop Steward and the Executive Director of an authorized designee.

(4) The number of days of any proposed suspension shall be held in abeyance until the grievance hearing can be held, unless the violation is of such an extreme nature that it warrants immediate disciplinary action, as determined by management.

(5) Disciplinary action taken in this manner is still subject to the grievance procedure.

C. An employee shall perform all duties as instructed even though he/she may feel aggrieved. During the pending of any grievance, employees shall continue to comply with all work directives and work rules applicable to them, notwithstanding that any such work directives or work rules are the subject of the pending grievance, except where compliance would pose a direct threat to the life and safety of the employee(s).

D. In the event a grievance is not settled within five (5) days after the date of the grievance meeting described in B. above, and the grievance concerns the interpretation, application or alleged violation of the terms of this Agreement, the Union may submit the grievance to binding arbitration before an arbitrator appointed by the New Jersey Public Employment Relations Commission. Such a request for binding arbitration must be submitted within five (5) days of the date upon which the grievance is denied, or the date upon which the grievance fails to settle, whichever is earlier.

E. The designated arbitrator shall be bound by the provisions of this Agreement and the applicable laws of the State of New Jersey and of the United States. The arbitrator shall be restricted to the question of contract interpretation presented. The Arbitrator shall not have the authority to add to, modify, subtract from, or alter in any way the provisions of this Agreement or any amendment or supplement thereto. In rendering his written decision, the arbitrator shall indicate in detail his/her findings of fact and reasons for making the award. The arbitrator shall conduct the arbitration in accordance with the grievance arbitration rules of the Public Employment Relations Commission. The decision and award of the arbitrator shall be final and binding upon the parties and upon all grievant. The costs of the services of the arbitrator shall be borne equally between the Parking Authority and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same. Each arbitration shall be limited to one grievance unless otherwise agreed in writing by the parties.

F. Authority Grievances. Any grievance, which the Parking Authority may have against the Union, shall be reduced to writing and submitted to the Union. Representatives of the Union and the Parking Authority shall meet within fourteen (14) days from the date the grievance is submitted unless the Union and the Parking Authority agree to conduct the meeting at a later date. If the grievance is not resolved, the Parking Authority may, within five (5) days, submit the dispute to binding arbitration as provided in this Article.

G. The failure of a grievant or the Union to file a grievance or to process the grievance within the time periods contained in this Article shall constitute an absolute waiver of the grievance and shall deprive the arbitrator of jurisdiction to hear the grievance. The failure of the Parking Authority to answer a grievance shall be deemed a denial of the grievance on all applicable grounds.

H. The parties hereby agree that any judicial action to compel compliance with the binding arbitration clause of this contract, to confirm or enforce any arbitration award entered pursuant to this Article, or to vacate or modify any arbitration award entered pursuant to this Article, shall be processed in accordance with the New Jersey Arbitration Act, N.J.S.A. 2A:24-1, et seq.

I. It is understood and agreed that a decision of the Union not to exercise its' right to request arbitration shall be final and binding upon the members of the bargaining unit and it is further understood and agreed that the Union and its' designated representative have the authority to settle any grievance at any step.

J. All time limits may be extended by mutual consent.

ARTICLE 13
ANTI-DISCRIMINATION

There shall be no discrimination against any employee because of his or her race, color, religion, creed, national origin, sex, union affiliation or political activity.

ARTICLE 14
NO-STRIKE CLAUSE

The Union agrees that it will not call any work stoppage during the term of this Agreement. The Parking Authority agrees that there shall be no lockout of employees during the term of this Agreement.

ARTICLE 15
BEREAVEMENT LEAVE

A. Full time employees who have completed their probationary periods shall be allowed 40-hours paid leave in the event of a death in their immediate families. For the purposes of this Article, "immediate family" is defined to include spouse, parents, brothers, sisters, children, grandparents, mother-in-law and father-in-law.

B. The Jersey City Parking Authority recognizes the New Jersey Domestic Partner's Act as it pertains to this article.

ARTICLE 16

MANAGEMENT RIGHTS

A. The Union and the Parking Authority agree that the provisions of this Agreement are limited to wages and working conditions of the employees covered and that no provisions of the Agreement shall be construed or interpreted to restrain the Parking Authority's full and absolute right to operate, control and manage its' operations and to determine the manner and means of providing services to the public.

B. The following subjects are within the managerial rights of the Parking Authority and shall not at any time be subject to negotiation or review under the grievance and arbitration procedure contained in this Agreement; however, the Parking Authority shall endeavor in any matter affecting Union employees, to notify the Union of such managerial action and provide opportunity for comment and discussion:

1. The right to determine the size of the work force.
2. The right to promote, transfer, demote, reassign and layoff employees, and the right to institute random drug testing.
3. The right to determine work standards; to determine, establish, modify and eliminate means and methods of operations; to implement improvements or changes in technology; to utilize new equipment; and, to control the quality of services.
4. The right to subcontract all work, or any portion of the work.
5. The right to determine when and whether to fill job vacancies.
6. The right to evaluate jobs, to establish new positions, modify or combine existing positions and reassign duties from job to job.
7. The right to select and hire employees from any source.
8. The right to discipline and discharge employees in accordance with Article XVI, "Discharge, Discipline and Suspension."

9. The right to create, abolish and amend work shifts and to assign employees to work shifts as deemed necessary or appropriate by the Parking Authority.
 10. The right to determine and establish the regular hours of work for employees, not to exceed forty (40) hours per week; provided, however, that the Parking Authority retains the right to require employees to work overtime on a regular basis as the Parking Authority deems necessary or appropriate.
 11. The right to require overtime work and to assign overtime work to such employees as the Parking Authority considers qualified for the particular tasks to be performed. This section shall not apply when overtime was offered but refused.
 12. The right to evaluate the work performance of employees at such time and in such manner as deemed appropriate by the Parking Authority.
- C. The Parking Authority retains the right to implement, repeal and amend reasonable work rules without the need to negotiate such rules with the Union or to obtain agreement concerning such rules from the Union; provided, that the Union shall be notified, in writing, prior to implementation, repeal or amendment of any work rule and provided further that the Parking Authority shall adopt no rule which conflicts with any provisions of this Agreement.
- D. In the event of inclement weather, as determined by the Executive Director, employees agree to be assigned duties not associated with their normally assigned duties as Parking Authority employees. These assignments shall be made in the discretion of the Executive Director.

In the event an employee declines to perform the alternative duty assigned by the Executive Director, or his designee, the employee will be dismissed from work and will not be compensated for the day or remainder of the day, unless the employee chooses to utilize his or her vacation time.

In any situation where medical consideration is requested when assigned to alternative duty, the request will be reviewed by the Executive Director who shall make a fair determination on a case-by-case basis after review of the medical need.

This clause shall apply to all employees and shall be subject to the Grievance Procedure for that day or part of the day where/when inclement weather arose, as Determined by the Executive Director. This applies to those employees subject to the elements (weather conditions)

ARTICLE 17

DISCHARGE, DISCIPLINE OR SUSPENSION

- A. The Parking Authority shall have the right to maintain discipline and efficiency in its operations. It shall have the right to discharge, suspend or discipline any employee for just cause, subject to the grievance procedure.
- B. The following infractions shall constitute grounds for immediate discharge:
1. Possession of, reporting to work under or being under the influence of, or using drugs or controlled dangerous substances, or possession of paraphernalia used in connection with dangerous substances at any time on or off Parking Authority premises while on duty.
 2. Possession of, reporting to work under or being under the influence of, or using intoxicants on or off Parking Authority premises while on duty.
 3. Theft of funds or property belonging to the Parking Authority, to a fellow employee, or to any other person.
 4. Theft of time or other dishonesty pertaining to work. This shall not include 15 minutes between sweeps to pre-write tickets.
 5. Insubordination; must be substantiated.
 6. Excessive absenteeism, pattern absenteeism or habitual lateness: must be substantiated.
 7. Deliberate abuse of or damage to equipment, materials or property of the Parking Authority or others.
 8. Engaging in conduct constituting an unlawful strike, work stoppage, or other unprotected job action.

9. Misrepresentation when applying for sick leave, leave of absence or other time off.
 10. All personnel shall comply with the uniform code and dress policy.
 11. Accepting other employment while on leave of absence from the Parking Authority, except where the Parking Authority grants permission for such other employment in advance.
 12. Incompetence or inefficiency; must be substantiated.
 13. Punching the time card of another employee, or requesting or having another person punch one's time card.
 14. Failure to perform assigned work.
 15. Utilizing Parking Authority vehicles for unauthorized purposes or permitting unauthorized individuals to use Parking Authority vehicles or other Parking Authority property.
 16. Sleeping, reading, doing personal work or attending to personal business during working time, except as permitted by the Parking Authority.
 17. Neglect of duty, negligence or carelessness in performance of one's job duties or in the care of property entrusted to one's care including, but not limited to, the care of vehicles placed in Parking Authority facilities.
 18. Any action of a nature comparable to those enumerated above.
- C. For any cause not enumerated to Section B, above, the Parking Authority shall take such disciplinary action as it deems appropriate under the circumstances of the case.
- D. All disciplinary actions shall be provided to the employee in writing and a copy provided to the Shop Steward.

ARTICLE 18
OVERTIME

- A. For work performed in excess of forty (40) hours in any week, employees shall be paid at the rate of time and one-half their regular hourly rate of pay. For work performed, including snow removal, in excess of forty (40) hours in any week, employees shall be paid at the rate of one and one-half times their regular hourly rate of pay. Work performed on Holidays and Sundays shall be paid at the rate of double time.
- B. Overtime shall be offered by seniority whenever possible, including Liberty State Park and other special events. Whenever practical, the Parking Authority will provide at least two (2) hours prior notice to employees who are to work overtime.
- C. Overtime shall not be mandatory, unless an emergent condition exists, as determined by the Executive Director.
- D. With the consent of the employee, overtime compensation may be given in the form of paid compensatory time off at the rate of one and one-half hours earned for each hour worked in excess of forty (40) hours in any week. Such paid compensatory time off shall be subject to the following conditions:
- (1) Paid compensatory time off shall be accrued by the employee for use upon the employees' request, subject to the operational needs of the Parking Authority and provided that the employee's requested use of paid compensatory time will not unduly disrupt the operations of the Parking Authority.
- (2) No employee may accrue more than 240 hours of paid compensatory time off.

(3) Upon termination of employment, employees shall be paid for all unused accrued compensatory time at a rate of compensation not less than (a) the average regular rate of pay received by the employee during the last three (3) years of employment, or (b) the final regular rate received by such employee, whichever is higher.

(4) The Parking Authority retains the right to buy back all or a portion of any employee's accrued paid compensatory time at the rate of pay received by the employee at the time of buy back. The Parking Authority retains the sole discretion to determine whether to buy back paid compensatory time, the amount of paid compensatory time to buy back and the employee from whom paid compensatory time will be purchased.

- E. For purposes of this Article a "week" is defined as a calendar week; that is a seven day period commencing on Sunday and ending the following Saturday.
- F. Entitlement to overtime compensation shall be based only upon time actually worked. Accordingly, time for which an employee is excused from duty or absent from duty, regardless of whether such time is paid or unpaid (e.g., sick leave, vacation, bereavement leave), shall not be counted as time worked for purposes of determining entitlement to overtime compensation, except in case of holidays, in which case the employee will be deemed to have worked one (1) hour for each hour of regular holiday pay received.
- G. In the event that the City requests assistance for special events, which require an employee to work on a day he or she would not normally have worked, the employee will receive double time for the hours worked on that day.

ARTICLE 19

INVOLUNTARY RESIGNATION

- A. If an employee is absent from work for a period exceeding five (5) scheduled workdays without notification to the Parking Authority, the employee shall be deemed to have involuntarily resigned his or her employment.

- B. If an employee is absent from work for a period exceeding five (5) scheduled workdays after the expiration of any authorized leave, the employee shall be deemed to have involuntarily resigned his or her employment.

ARTICLE 20
SCOPE OF NEGOTIATIONS

- A. The Parking Authority and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the scope of collective negotiations and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- B. The Parking Authority and the Union recognize and agree that certain subjects and circumstances may arise in the term of the Agreement which require the parties to meet and discuss the impact and effect upon Union members. These subjects will be kept to a minimum and cannot alter the terms and conditions of the Agreement except by mutual consent.
- C. This Agreement constitutes the sole and exclusive source of employee wages and benefits and all employee benefits not expressly enumerated herein shall become null and void as of the effective date of this Agreement and shall be discontinued.

ARTICLE 21
SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. To the extent any clauses shall be determined to be in violation of law, such clause or clauses shall be deemed void without the impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

ARTICLE 22
ALTERATION OF AGREEMENT

No agreement, alteration, understanding, variation, waiver or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Parking Authority and in no case shall it be binding upon the parties hereto, unless such agreement is made and executed in writing between the parties.

ARTICLE 23

UNIFORMS

- A. The Parking Authority may require its' employees to wear uniforms at such times and under such conditions as the Parking Authority deems appropriate.

- B. The Parking Authority shall supply uniforms, at its' own expense, to any employee who the Parking Authority requires to wear a uniform. Uniforms will be replaced as needed. Employees required to wear uniforms shall also receive an annual maintenance stipend of (\$225.00)

- C. During the term of the Agreement, employees shall be reimbursed up to \$75 for the purchase of skid-resistant work shoes, which shall be worn while working. Receipts must be provided in order to be eligible for reimbursement.

ARTICLE 24
TERM OF AGREEMENT

This Agreement shall be in effect for the period beginning January 1, 2012 and ending December 31, 2014 at which time the Agreement shall expire unless an extension is agreed to in writing by the parties to the expiration date.

If either party wishes to terminate, amend or otherwise modify the terms of this Agreement at the time of expiration, the party must notify the other in writing not less than ninety (90) days prior to the expiration date.

This Agreement shall be subject to ratification by the Board of Commissioners of the Parking Authority.

IN WITNESS WHEREOF, the Union and Parking Authority have executed this Agreement on the 26th day of March, 2012.

**Parking Authority of the
City of Jersey City**

BY: Mary J. Pareth
Mary J. Pareth

**United Industrial Workers
of North America**

BY: Kathleen A. Hunt
Kathleen/A. Hunt, Representative

Christina Guach, Shop Steward

Al Gabriele
Al Gabriele, Committee Member

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**Parking Authority of the
City of Jersey City**

BY: Mary F. Paretti
MARY F. Paretti
CEO

**United Industrial Workers
of North America**

BY: Kathleen A. Hunt
Kathleen A. Hunt, Representative

Christina Guach
Christina Guach, Shop Steward

Al Gabriele
Al Gabriele, Committee Member

EXHIBIT N

JCPA

Revenue-Expense Analysis
2002 through 2012
as of 2-29-12

REVENUES	FY 12 Annlzd		Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year		Fiscal Year	
	8 Months Unaudited	2011 Actual	2010 Actual	2009 Actual	2008 Actual	2007 Actual	2006 Actual	2005 Actual	2004 Actual	2003 Actual	2002 Actual	2003 Actual	2002 Actual	
Parking	\$ 2,990,600	\$ 2,903,065	\$ 2,677,566	\$ 2,652,382	\$ 2,473,294	\$ 2,259,812	\$ 2,124,152	\$ 1,953,091	\$ 2,097,469	\$ 2,279,774	\$ 2,267,5	\$ 2,279,774	\$ 2,267,5	
Lot Rental	184,600	173,597	188,866	161,020	243,182	259,930	191,662	200,595	177,693	164,306.00	172,849.	164,306.00	172,849.	
Boothng	1,005,884	662,487	533,530	839,655	849,301	539,698	460,216	239,017	155,970	289,744.00	438,060.	289,744.00	438,060.	
Towing	34,980	21,565	22,660	22,000	20,140	33,245	50,739	25,225	39,125	72,870.00	28,145.1	72,870.00	28,145.1	
Contract - City of Jersey City	1,078,163	1,264,281	1,170,000	1,300,000	1,300,000	1,310,000	1,290,723	1,200,000	1,015,950	1,474,878.00	1,425,000.1	1,474,878.00	1,425,000.1	
Tickets	1,744,404	1,678,704	1,552,580	1,632,116	4,992,938	1,983,842	2,036,790	2,014,759	2,130,924	1,072,841.00	1,034,564.1	1,072,841.00	1,034,564.1	
Other	387,259	371,288	345,175	161,776	243,878	243,081	183,224	154,906	68,206	40,816.00	35,673.1	40,816.00	35,673.1	
Total Revenues	7,425,590	7,065,147	6,570,367	6,769,239	7,122,738	6,827,609	6,336,406	5,787,593	6,685,227	5,375,231.00	5,391,876.1	5,375,231.00	5,391,876.1	
EXPENSES														
ENFORCEMENT														
Salaries and Benefits	3,184,389	3,138,878	3,040,722	3,351,187	3,139,454	3,300,656	3,135,595	3,018,026	2,818,450.00	2,878,848.00	2,333,498.1	2,878,848.00	2,333,498.1	
Auto	24,769	15,988	31,254	28,852	30,777	21,730	32,818	82,434	87,427.27	71,802.00	57,387.4	87,427.27	57,387.4	
Office	11,771	11,974	15,613	14,363	14,248	16,504	16,992	19,125	22,774.47	29,846.00	23,056.0	22,774.47	23,056.0	
Communications	25	25	1,980	20,842	15,614	7,786	16,108	27,319	37,510.50	17,843.00	24,787.2	37,510.50	24,787.2	
Insurance	190,918	164,686	136,701	153,200	255,949	129,871	103,946	176,663	147,126.56	123,128.00	54,941.7	147,126.56	54,941.7	
Uniforms	3,761	3,555	4,339	6,424	9,134	9,111	10,124	15,328	23,718.00	13,800.00	13,800.00	23,718.00	13,800.00	
Depreciation	23,762	23,762	42,668	31,541	24,715	31,403	38,378	29,748	49,128.00	45,369.00	47,559.0	49,128.00	47,559.0	
Total Enforcement	3,439,352	3,356,567	3,273,277	3,636,229	3,469,891	3,517,061	3,363,951	3,367,844	3,196,134.90	2,880,638.00	2,556,041.1	3,196,134.90	2,556,041.1	
OPERATING AND ADMINISTRATIVE														
Salaries and Benefits	2,516,375	2,441,428	2,328,911	2,002,825	2,225,840	2,163,166	2,179,038	2,203,443	2,031,318	1,785,844.00	1,585,876.3	2,031,318	1,585,876.3	
Rents	78,300	87,700	159,061	305,573	308,876	369,828	298,393	292,430	291,727	307,604.00	287,394.7	307,604.00	287,394.7	
Repairs and Maintenance	15,487	18,509	20,033	43,227	30,226	16,074	22,366	14,630	36,656	24,821.00	20,925.0	36,656	24,821.00	
Meter Parts	14,761	16,629	14,686	9,166	42,984	25,611	31,889	45,018	22,886	13,582.00	20,005.9	22,886	20,005.9	
Auto	18,542	1,913	4,680	1,446	107,755	25,505	19,852	26,687	34,236	65,377.00	41,156.0	34,236	65,377.00	
Offices	119,226	98,217	136,254	182,700	177,955	95,229	74,381	66,833	87,469	97,380.00	53,777.4	97,380.00	53,777.4	
Convention Meetings	10,894	9,038	16,553	11,660	22,165	30,189	30,704	19,906	36,280	23,587.00	8,469.1	36,280	23,587.00	
Insurance	288,375	278,853	184,766	153,223	141,674	130,269	123,052	181,474	239,648	119,591.00	61,288.9	239,648	119,591.00	
Utilities	68,622	76,216	71,842	65,473	66,976	51,706	51,667	37,356	30,847	29,423.00	30,250.3	30,847	30,250.3	
Communications	41,592	41,990	47,004	31,555	24,333	28,782	16,488	26,123	32,901	2,132.00	5,613.0	32,901	5,613.0	
Boothng	1,652	1,726	1,293	2,832	1,097	1,304	480	1,289	906.00	580.00	748.9	906.00	748.9	
Miscellaneous/Bank Charges	21,903	18,657	50,659	17,659	8,970	18,033	22,411	5,761	4,560.00	10,911.00	21,445.67	4,560.00	21,445.67	
Depreciation	262,942	262,942	275,225	136,627	110,416	75,707	114,021	124,189	123,164	128,588.00	109,097.00	123,164	109,097.00	
Legal	90,130	38,499	7,203	15,114	11,638	14,932	46,109	79,773	79,551	38,044.00	72,887.70	79,551	72,887.70	
Consulting Engineer	39,113	37,591	43,933	79,108	30,219	42,050	61,460	47,650	63,800	65,241.00	42,900.00	63,800	42,900.00	
Accounting & Audit	57,293	48,025	60,895	46,740	46,265	47,705	38,025	25,000	30,000	30,000.00	29,400.00	30,000	29,400.00	
Other Professional Fees	8,998	9,610	36,805	18,075	20,640	28,531	15,120	35,599	4,234	4,980.00	1,637.95	4,234	4,980.00	
Total Operating and Administrative	3,553,145	3,485,553	3,448,002	3,124,892	3,203,140	3,168,724	3,135,536	3,233,021	3,160,087	2,777,082.00	2,429,774.1	3,160,087	2,429,774.1	
TOTAL OP AND ADMIN EXP.	7,092,497	6,844,220	6,722,279	6,761,121	6,683,031	6,682,785	6,489,497	6,600,665	6,356,222.2	5,657,720	4,985,815	6,356,222.2	4,985,815	
Op Income	\$ 333,193	\$ 220,827	\$ (151,892)	\$ 6,118	\$ 428,707	\$ (55,176)	\$ (150,091)	\$ 5,600,665	\$ 6,356,222.2	\$ 5,657,720	\$ 4,985,815	\$ 6,356,222.2	\$ 4,985,815	
394 Central Principal and Interest	\$ (340,073)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	\$ (336,423)	
Lot Sale or Nonrecuring Income	\$ 279,915	\$ 171,198	\$ 379,149	\$ 170,266	\$ 664,838	\$ 51,934	\$ 953,926	\$ 659,135	\$ (498,703)	\$ (108,552)	\$ 566,764	\$ (498,703)	\$ 566,764	
Cash Flow Income	120,658	210,473	(14,378)	18,718	(98,630)	149,191	93,164	371,701	486,076	445,518	26,678	486,076	26,678	
Salaries and Benefits Growth Y/Y	2.2%	3.9%	-0.3%	0.35%	-1.80%	2.81%	1.78%	7.66%	11.1%	11.37%	0.68%	11.37%	0.68%	
% Change 2005 to 2012	479,295	3.9%	(14,378)	18,718	(98,630)	149,191	93,164	371,701	486,076	445,518	26,678	486,076	26,678	
% Change 2005 to 2012	1,188,869	9.2%	1,043,550	953,141	1,060,383	1,124,742	1,202,999	1,301,106	1,408,518	1,474,878	1,545,000	1,408,518	1,545,000	
HEALTH INSURANCE	433,865	407,000	302,516	284,769	205,938	118,505	69,915	23,016	68,915	68,915	68,915	68,915	68,915	
NJ PERS	1,188,869	1,076,068	1,043,550	953,141	1,060,383	1,124,742	1,202,999	1,301,106	1,408,518	1,474,878	1,545,000	1,408,518	1,545,000	
Sal and Bene Change 08-12 ex PERS and Health	180,583	3.46%	302,516	284,769	205,938	118,505	69,915	23,016	68,915	68,915	68,915	68,915	68,915	
7 Yr. Grwth Rate ex PERS and Hlth	3.46%	0.6%	1.3%	0.35%	-1.80%	2.81%	1.78%	7.66%	11.1%	11.37%	0.68%	11.37%	0.68%	
7 Yr. Grwth Rate	1.3%	0.6%	1.3%	0.35%	-1.80%	2.81%	1.78%	7.66%	11.1%	11.37%	0.68%	11.37%	0.68%	

Ticket Reimbursements							
	2009-2010	Y-T-D	2010-2011	Y-T-D	2011-2012	Y-T-D	Mo. Difference
July	134,272		133,808		143,600		9,792.00
August	135,424	\$ 269,696.00	147,192	\$ 281,000.00	141,400	\$ 285,000.00	-5,792.00
September	138,528	\$ 408,224.00	149,704	\$ 430,704.00	134,216	\$ 419,216.00	-15,488.00
October	151,392	\$ 559,616.00	145,480	\$ 576,184.00	143,704	\$ 562,920.00	-1,776.00
November	134,472	\$ 694,088.00	143,992	\$ 720,176.00	138,896	\$ 701,816.00	-5,096.00
December	124,848	\$ 818,936.00	132,864	\$ 853,040.00	137,536	\$ 845,520.00	4,672.00
January	118,264	\$ 937,200.00	108,920	\$ 961,960.00	139,808	\$ 985,328.00	30,888.00
February	122,344	\$ 1,059,544.00	88,648	\$ 1,050,608.00	159,504	\$ 1,144,832.00	70,856.00
March	142,696	\$ 1,202,240.00	151,368	\$ 1,201,976.00	166,352	\$ 1,311,184.00	14,984.00
April	153,304	\$ 1,355,544.00	153,328	\$ 1,355,304.00			
May	145,472	\$ 1,501,016.00	167,968	\$ 1,508,362.00			
June	151,264		155,616	\$ 1,665,248.00			
	1,652,280		\$ 1,678,888.00		\$ 1,305,016.00		\$ 103,040.00
Meter Collections							
	2009-2010	Y-T-D	2010-2011	Y-T-D	2011-2012	Y-T-D	Mo/Increase
July	107,810		112,289.30		138,341.41		26,052.11
August	102,172.14	209,982.22	135,176.63	247,465.93	149,968.43	\$ 288,309.84	14,791.80
September	107,669.06	317,651.28	136,520.31	383,986.25	143,070.25	\$ 431,380.09	6,549.94
October	104,082.14	421,733.42	138,859.31	522,845.55	129,978.36	\$ 561,358.45	-8,880.95
November	97,423.89	519,157.31	132,277.59	655,123.14	144,588.74	\$ 705,947.19	12,311.15
December	91,452.06	610,609.37	116,450.22	770,218.89	130,590.00	\$ 836,537.19	14,139.78
January	93,381.17	703,990.54	96,705.02	866,924.91	130,789.49	\$ 967,326.68	34,084.47
February	77,571.33	781,561.87	108,144.47	975,069.38	149,784.59	\$ 1,117,111.27	41,640.12
March	111,163.98	892,725.85	158,937.43	1,134,006.81	157,498.73	\$ 1,274,613.00	-1,438.70
April	127,271.71	1,019,997.56	150,042.62	1,284,049.43			
May	109,977.61	1,129,975.17	141,955.58	1,426,005.01			
June	120,906.01		159,288.13				
	\$ 1,250,881.18		\$ 1,586,646.61		\$ 1,274,610.00		\$ 139,249.72
				Total Increase in revenue from last FY			\$ 242,289.72

BOOTING REVENUE OVERVIEW

	7/1/11-6/30/12	7/01/10-6/30/11	7/01/09 – 6/31/10
July	81,934.00	\$46,399.00	\$25,130.00
August	105,875.00	\$65,980.00 (112,379)	\$29,370.00 (54,500)
September	81,270.00	\$64,641.00 (181,179)	\$31,097.00 (85,597)
October	87,177.00	\$68,800.00 (249,979)	\$56,794.00 (142,391)
November	70,106.00	\$49,830.00 (299,809)	\$47,245.00 (189,636)
December	80,579.00	\$49,960.00 (349,769)	\$31,185.00(220,821)
January	82,605.00	\$19,945.00(369,714)	\$45,253.00 (266,074)
February	80,910.00	\$27,755.00(397,469)	\$27,880.00(293,954)
March	90,415.00	\$69,088.00(466,557)	\$47,355.00(341,309)
April		\$48,510.00	\$78,984.00
May		\$64,135.00	\$58,030.00
June		\$78,320.00	\$52,030.00
	\$760,928.00	\$653,363.00	\$530,352.00

FY 08-09 Total Revenue for Booting was \$844,749; Paylock was the outside vendor at that time.

Booting Revenue is up \$294,371.00 from the same time period last year and \$419,576.00 from the prior year.

EXHIBIT O

Resolution 7-13G, Meeting of July 23rd, 2013

RESOLUTION OF THE JERSEY CITY PARKING AUTHORITY
ADOPTING THE BUDGET

FISCAL YEAR: From July 1, 2013 to June 30, 2014

WHEREAS, the Annual Budget and Capital Budget/Program for the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and ending, June 30, 2013 has been presented for adoption before the governing body of the Bayonne Municipal Utilities Authority at its open public meeting of July 23, 2013; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$\$ 7,181,573, Total Appropriations, including any Accumulated Deficit if any, of \$7,281,573 and Total Unrestricted Net Assets utilized of \$100,000; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$29,767 and Total Unrestricted Net Assets planned to be utilized of \$-0-; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Jersey City Parking Authority, at an open public meeting held on July 23, 2013 that the Annual Budget and Capital Budget/Program of the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and, ending, June 30, 2014 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

Moved by:

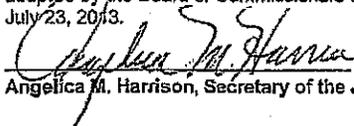
Seconded by:

RECORDED VOTE:

Commissioner YES NO ABSTAIN NOT PRESENT

~~Diana Eisenberg~~ ✓
John J. Tarantula ✓
Angelica M. Harrison ✓
Matt Schapiro ✓
Bhavesh Patel ✓
Aury M. Nunez ✓
Albert Cupo ✓

CERTIFICATION: I, Angelica M. Harrison, Secretary of the JCPA, do solemnly swear that this is a true copy of a resolution duly adopted by the Board of Commissioners of the Jersey City Parking Authority adopted at a meeting thereof duly called and held on July 23, 2013.

 Dated: 7/23/13
Angelica M. Harrison, Secretary of the JCPA

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
BUREAU OF AUTHORITY REGULATION
TRENTON, N.J.

CERTIFICATION OF AMENDED BUDGET

JERSEY CITY PARKING AUTHORITY

It is hereby certified that the amendment attached hereto complies with the requirements of law, and approval is given pursuant to N.J.A.C. 5:31-2.8.

Department of Community Affairs
Division of Local Government Services
Gerald Seneski, Assistant Director

By *Gerald Seneski*
For: Thomas H. Neff, Director

Date

7/31/13

GS: se
Attachment

City Clerk File No. Ord. 14.018

Agenda No. 3. E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.018

TITLE:

ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS), ARTICLE II (MOBILE FOOD VENDORS), AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE TO AMEND THE LICENSURE AND INSPECTION PROCESS FOR MOBILE FOOD VENDORS AND TO INCREASE THE LICENSE FEE FOR MOBILE FOOD VENDORS.

COUNCIL offered and moved adoption of the following Ordinance:

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

A. The following amendments to Chapter 175 (Food Handling Establishments), Article II (mobile food vendors) of the Jersey City Code are hereby adopted:

WHEREAS, it is in the City's best interest to ensure the safety, health and welfare of the residents of the City of Jersey City by updating the portion of the Municipal Code pertaining to mobile food vendors to comply with existing State sanitary guidelines; and

WHEREAS, it is in the City's best interest to improve the standards by which individuals can obtain licensure to operate as mobile food vendors; and

WHEREAS, it is in the City's best interest to increase the fees charged to mobile food vendors so as cover the costs to the City for inspections.

NOW, THEREFORE, BE IT ORDAINED, by the Municipal Council of the City of Jersey City that Chapter 175, Article II and Chapter 160 be amended to read as follows:

ARTICLE II MOBILE FOOD VENDORS

§ 175-8 Mobile Food Vendors; categories of mobile food vendors.

- A. ~~Itinerant eating and drinking establishments are mobile trucks, vans, pushcarts or other vehicles where food is prepared on the vehicle. The term "mobile food vendor" or "mobile food vendor establishment" shall include itinerant eating and drinking establishments.~~
- B. ~~The term "itinerant catering establishments" shall mean any establishment which prepares food and drink at one licensed and approved location to be transported by motorized vehicle to another location where the food and drink is sold from such motorized vehicle. The term "mobile food vendor" or "mobile food vendor establishment" shall include itinerant catering establishments.~~

A mobile food vendor is anyone who sells food or beverages from a vehicle such as a truck, van or pushcart, whether such food or beverages are prepared on site or prepared elsewhere and transported to the site of the sale.

§ 175-9 License required; renewal; number of licenses limited; restrictions.

- A. No person shall conduct, operate or maintain a mobile food vendor establishment without first obtaining a license to do so issued by the Division of Health upon payment of the sum as provided in Chapter 160, Fees and Charges for an ~~itinerant eating and drinking establishment or an itinerant catering establishment~~ mobile food vendors, per year or fraction of a year. Such license shall expire on the next April 30 ~~next~~ after issuance, unless sooner suspended or revoked. Renewals of any license shall not be issued after July 31 of the renewal year. Any licenses not renewed after July 31 of the renewal year shall not be renewed thereafter nor shall any new license be issued in place of that particular license, and the license shall be retired. Any licensee who fails to renew a license by April 30 shall not be permitted to operate until said license is renewed within the grace period as set forth herein.
- B. The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse, provided that on the date application for renewal is made to the Division of Health, the Division of Health has not as yet issued the licenses to an available applicant on the top of the waiting list as set forth in Subsection C herein.
- C. The number of licenses which may be issued to mobile food vendors shall not exceed 237 licenses. In the event that a license is revoked or if it is not renewed after July 31 of the renewal year then any such license may be issued to an applicant for such license on a first-come-first-served basis. The Director of the Division of Health shall maintain a waiting list for such revoked or unrenewed licenses and shall notify the person at the top of the list that such a license is available.
- D. ~~Each mobile food vendor licensee shall display the license and affix the same to the outside of the pushcart, vehicle or mobile establishment.~~

Mobile food vendors shall affix to the vehicle or pushcart a copy of the license issued by the Division of Health, the certificate of registration issued by the New Jersey Division of Taxation, and shall have displayed prominently on or adjacent to the doors of the vehicle, a placard or lettering with the name and address of the owner, lessee and/or lessor of the vehicle. Said information shall be in letters and numbers no less than three inches in height in accordance with N.J.S.A. 39:4-46.

- ~~E. No person shall hold more than one license nor have any interest directly or indirectly in any other license.~~
- ~~D.F. Mobile food vendor licenses are not transferable.~~

§175-9.1

Application Process

- A. All applicants or licensees attempting to apply for or renew a license must complete an application/reapplication form prescribed by the Division of Health, pay the license fee prescribed in § 160 et seq., and provide proof of the following:

1. Certificate of registration issued by the N.J. Division of Taxation;
2. Proof of ownership or rental of an approved vehicle or pushcart;
3. Proof of general liability insurance providing a minimum of \$1,000,000 coverage for non-motorized mobile food vendor vehicles;
4. Proof of motor vehicle insurance as per N.J.S.A. § 39:6B-1 if the mobile food vendor operates from a motor vehicle in addition to proof of general liability insurance providing a minimum of \$1,000,000 coverage;
5. A type 2 propane permit from the Jersey City Fire Department, if the vehicle or pushcart is carrying more than five (5) lbs. of propane;
6. A satisfactory inspection report issued no more than thirty (30) days prior to a license being issued or renewed.

§175-9.2. Education/Training Requirement/Pre-Operation Inspection.

All approved applicants shall attend a Food Handlers' course directed by the Jersey City Division of Health or provide proof of having attended a similarly approved course and arrange for an inspection of their vehicle prior to commencing business. All mobile food vendors must attend a Food Handlers' course every five years.

§175-9.3. Operation Requirements for Mobile Food Vendors.

- A. Mobile food vendors shall provide trash and recycling receptacles within 10 feet of their site and shall collect all trash and debris within 25 feet before leaving their site. Collected trash must not be deposited in public trash receptacles.
- B. No mobile food vendors shall occupy the street and the sidewalk at the same time, i.e. park a motorized vehicle in the street and dispense food from the sidewalk or set up a pushcart on the sidewalk and dispense food in the street.
- C. New or replacement mobile food vendor trucks, vans or other vehicles trucks shall be inspected before operating. No changes shall be made to approved mobile food vendor trucks, vans, pushcarts or vehicles without re-inspection by the Division of Health.
- D. No mobile food vendor shall serve food or drink to a motorist or occupants of a vehicle blocking the passage of traffic.
- E. No mobile food vendors shall occupy street space blocking the passage of traffic.
- F. Mobile food vendors vehicle and pushcarts shall be self-contained; no coolers to be placed on streets or sidewalks.
- G. No mobile food vendor shall provide in-truck dining services or sidewalk tables and chairs.
- H. Grills, generators, or other items related to the mobile food vending operation shall be physically attached to the vehicle or pushcart.
- I. Mobile food vendors must have a portable water tank/sink for hand

washing attached to their vehicle as per N.J.A.C. 8:24-5.3.

- J. All motorized vehicles must abide by all existing traffic and parking regulations.

§175-10. License Transfer Procedure.

- A. ~~No licenses may be transferred from person to person unless said license is in good standing. The transfer procedure shall be as follows:~~
 - (1) ~~An application by the licensee to transfer the license to another person shall be submitted to the Director of the Division of Health. Said application shall set forth the name of the licensee, the number of the license, the name of the transferee and a consent signed by the licensee to the transfer.~~
 - (2) ~~The transferee shall submit an application to said Director requesting a transfer of said license to him. Said application shall contain all the requirements for the issuance of an original license and shall contain a consent in writing of the transferor of the license.~~
- B. ~~Whenever any licensee shall apply for a person to person transfer of his or her license, said license shall not be available to anyone on the waiting list unless the licensee consents to the transfer of said license to some person who happens to be on the waiting list. No other person on that waiting list shall have any claim to any such license to be transferred.~~
- C. ~~The Health Officer is authorized to renew the license of a deceased licensee in the name of the deceased licensee's surviving spouse, provided that on the date application for renewal is made to the Division of Health, the Division of Health has not as yet issued the license to an available applicant on the top of the waiting list as set forth in § 175-9C.~~

§175-11. § 175-10. Use of streets by mobile food vendors; physically handicapped persons

- A. ~~No person conducting, operating or maintaining an itinerant eating or drinking establishment as a mobile food vendor shall be permitted to sell food or drink within the area designated as The Journal Square Special Improvement District, which area is more particularly described by block and lot numbers and street addresses as set forth in Schedule A to Chapter 69 of this Code on file in the Office of the Jersey City Clerk. No person conducting, operating or maintaining a mobile food vendor establishment, shall be permitted to sell food or drink within three hundred (300) feet of any licensed eating and drinking establishment, nor shall he or she be permitted to remain in any location for a period exceeding one hundred twenty (120) minutes during a four-hour period. The provisions of this section shall be enforced by the Police Department and the Division of Health.~~
- B. ~~Physically handicapped persons.~~
 - (1) ~~The An exemption to the forty (40) minutes one hundred twenty-minute (120) minute regulation shall not apply to physically handicapped persons who have been issued a specific vehicle identification card by the Division of Health. The exemption to the one hundred twenty-minute regulation shall not apply to any person operating an establishment on behalf of the~~

handicapped person. Said exemption to the one hundred twenty-minute regulation shall only apply to one vehicle or establishment operated by the handicapped person personally. The handicapped person shall not have an exemption for any more than one vehicle or establishment. In the event that the handicapped person is not personally operating that vehicle or establishment then the exemption to the one hundred twenty-minute regulation shall not apply to that vehicle or establishment.

- (2) Certification is required by a physically handicapped person in order to qualify for the exemption to the one hundred twenty-minute regulation which shall contain the precise nature of the disability and shall not be in general terms. It shall also contain a prognosis by the doctor as to the length of time that such disability will exist. A new doctor's certification obtained pursuant to a current or recent examination shall be presented annually with the application for any renewal of a license to a physically handicapped person.
 - (3) "Physical handicap" means a physical impairment which confines a person to a wheelchair; causes a person to walk with difficulty or insecurity; affects the sight or hearing to the extent that a person functioning in public areas is insecure or exposed to danger; causes faulty coordination; or reduces mobility, flexibility, coordination and perceptiveness. "Physical handicap" shall include coronary conditions. Any such physically handicapped person shall submit a certificate from a physician certifying that said handicap does exist.
- C. The provisions of the one hundred twenty-minute regulation in this section shall be enforced by the ~~Police Department~~ Police Division of the Public Safety Department and the Division of Health.
- D. ~~No itinerant eating and drinking establishment~~ mobile food vendors shall operate upon private property. No owner or person in control of or in possession of private property shall permit any ~~itinerant eating and drinking establishment~~ mobile food vendors to be operated upon said property.
- E. ~~No itinerant catering establishment~~ mobile food vendors shall operate in any area where parking of motor vehicles is prohibited, restricted or regulated. Such areas shall include, but not be limited to, sidewalks, bus stops, taxi stands, fire hydrants, parking metered areas, loading zones, areas where parking is prohibited, such as from the corner of an intersection as indicated by curb markings, areas reserved for physically handicapped motor vehicle operators, crosswalks, driveways and any other areas so restricted, prohibited or regulated for the parking of motor vehicles.
- F. No mobile food vendor vehicles shall exceed 37 feet long by 8 feet wide.

§175-14. ~~§175-11.~~ Violations and penalties.

- A. Anyone violating any of the provisions of this Article shall be punishable as provided in Chapter 1, General Provisions, § 1-25. In the event that an offense is a continuing one, then each day such offense continues shall be deemed a separate and distinct offense and shall be punishable as such as provided herein. Where the offense is a continual one, only one summons and complaint need be issued, provided that there is stated on such documents the charge that each day the violation continues shall be a separate and distinct offense.

- B. In addition to the penalties set forth herein, any person operating a mobile food vendor who violates any provisions of this Article, or the applicable provisions of Chapter 24 of the New Jersey State Sanitary Code, the vehicle, cart or establishment which is being operated as such shall be impounded by either the Police or the Division of Health as the case may be. In the event that any such establishment ~~vehicle~~ is impounded, the vehicle, cart or ~~establishment truck~~ may be redeemed by the person upon payment of the cost of impounding and the storage charges established by the Department of ~~Police~~ Public Safety. Said storage charge and cost of impounding shall be the same as are established for the impounding of motor vehicles.

§175-15 §175-12. License revocation or suspension.

- A. The license of a person who violates any provision of this Article or has been found to be violation of this Article or the applicable provisions of Chapter 24 of the State Sanitary Code, may be revoked or suspended after hearing upon 10 days' notice served upon the licensee. Said notice shall contain the specific provision of this Article or of the State Sanitary Code which has been violated and the specifications which shall constitute the violation. ~~The Director of the Division of Health, the Director of the Division of Personnel, or their designees, The Health Officer and Chief Registered Environmental Health Specialist~~ shall conduct the hearings upon any offenses. Licenses may be revoked or suspended for any violation of the Article, or of the State Sanitary Code, or for any repeated violations thereof. Any licensee of a mobile food vendor whose license has been revoked shall not be qualified to receive a new license or have said license restored to said person.
- B. Any licensee who is charged with a violation shall have the right to be represented by an attorney and said facts shall be stated on the notice served upon him.
- C. Any licensee whose license has been revoked or suspended shall have a right to appeal such revocation or suspension to a court of competent jurisdiction in accordance with the rules of the Courts of the State of New Jersey.

B. The following amendments to Chapter 160 (Fees and Charges) of the Jersey City Municipal Code are adopted:

Fees and Charges

§160-1. Fee Schedule Established.

- A. Through O. No Change.

REPEALED
160-1 (P)

P. Chapter 175, Food-Handling Establishments.

A. through P(1)(c) No Change

(2) Article II, ~~Itinerant Eating and Drinking Establishments~~ Mobile Food Vendors.

(a) ~~The Annual license fee for itinerant eating and drinking establishments~~ mobile food vendors in 2014 is \$250 ~~\$500~~.

(b) The License fee for ~~itinerant catering establishments~~ mobile food vendors beginning January 1, 2015 is \$100 ~~\$600~~.

P. (3) Article III through UU -No Change.

- I. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- II. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect at the time and in the manner as provided by law.
- IV. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of the 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 indicated by **boldface** and repealed matter by *italic*.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ORDINANCE AMENDING CHAPTER 175 (FOOD HANDLING ESTABLISHMENTS), ARTICLE II (MOBILE FOOD VENDORS), AND CHAPTER 160 (FEES AND CHARGES) OF THE JERSEY CITY MUNICIPAL CODE TO AMEND THE LICENSURE AND INSPECTION PROCESS FOR MOBILE FOOD VENDORS AND TO INCREASE THE LICENSE FEE FOR MOBILE FOOD VENDORS.

Initiator

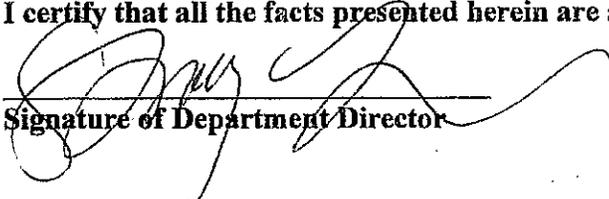
Department/Division	Department of Health & Human Services	
Name/Title	Stacey L. Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

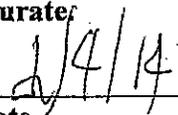
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To update the City's mobile food vendor ordinance to improve the vendor licensure and food inspection procedures as well as to increase the mobile food vendor license fee.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



CITY OF JERSEY CITY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

One Journal Square Plaza – Jersey City, New Jersey 07306

P: 201 547-6800 F: 547-5168

Steven M. Fulop
Mayor

Stacey Lea Flanagan
Director

MEMORANDUM

DATE: February 6, 2014

TO: Municipal Council

FROM: Stacey L. Flanagan, Director

SUBJECT: Amending Chapter 175 Article II Section 8 and Chapter 160 of the Jersey City Municipal Code

In order to update the City's Food Vendor Ordinance, Chapter 175 (Food Handling Establishments) Article II (Itinerant Eating and Drinking Establishments) Section 8 (Itinerant Establishments) and Chapter 160 (fees and charges) of the Jersey City Municipal Code, Health and Human Services has recommended amendments to ensure sustained public health and safety for Jersey City residents.

These proposed amendments to the Ordinance regarding mobile food vendors addresses issues related to sanitary standards, inspections for sanitary compliance, and prerequisites for licensure. Most of the existing restrictions in Chapter 175 have been retained and will be updated in a later ordinance.

HHS has recommended the following changes:

- Disallowing transfers of licenses
- Requiring Food Safety classes for all Vendors
- Increasing the cost of the License to align with the need for Inspection

I respectfully request the Council's support in this effort which will hold mobile food vendors to a higher standard for cleanliness as well as provide our office with the increased revenue necessary to properly inspect these establishments.

City Clerk File No. Ord. 14.019

Agenda No. 3.F 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.019

TITLE: AN ORDINANCE APPROVING A FIVE (5) YEAR TAX EXEMPTION PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ., AND SECTION 304-9 OF THE MUNICIPAL CODE FOR PROPERTY DESIGNATED AS BLOCK 17501, LOT 4, ON THE CITY'S TAX MAP AND MORE COMMONLY KNOWN BY THE STREET ADDRESS OF 445 WHITON STREET

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

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

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

WHEREAS, pursuant to N.J.S.A. 40A:21-9 and Section 304-12 of the Municipal Code, a tax exemption for twelve (12) newly constructed four (4) story building containing a total of twenty-four (24) residential units, and twenty-four (24) surface parking spaces on the Property, is permitted for a period of five (5) years; and

WHEREAS, Gargant Corp., is the owner of twelve (12) newly constructed four (4) story buildings containing a total of twenty-four (24) residential units, and twenty-four (24) surface parking spaces on the Property, located in Block 17501, Lot 4 on the City's Tax Map and more commonly known by the street address of 445 Whiton Street, Jersey City, N.J.; and

WHEREAS, on May 13, 2013, the City issued a Certificate of Occupancy for the Property; and

WHEREAS, on July 27, 2012, the owner filed an application to tax exempt the newly constructed multiple dwelling Project, an updated copy of which application dated November 14, 2013 is attached hereto; and

WHEREAS, Gargant Corp., proposes to pay the City (in addition to the full taxes on the land, which shall continue to be conventionally assessed and currently taxed at the sum of \$15,283) a tax payment for the new improvements on the property, as follows:

- (a) 2014: the tax year in which the structure will be completed. \$0 taxes;
- (b) 2015: the second tax year, 20% of actual full taxes, estimated to be \$23,089;
- (c) 2016: the third tax year, 40% of actual full taxes, estimated to be \$46,178;

(d) 2017: the fourth tax year, 60% of actual full taxes, estimated to be \$69,267; and

(e) 2018: the fifth tax year, 80% of actual full taxes, estimated to be \$92,356;

WHEREAS, the Tax Assessor has determined that the full and true value of the new construction will generate an additional tax payment of \$115,445 a year; and

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

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

WHEREAS, upon the expiration of the tax exemption, the total assessment will generate a total tax payment of \$115,445; and

WHEREAS, Gargant Corp., has agreed to pay the sum of \$36,000 to the City's Affordable Housing Trust Fund.

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

1. The application, attached hereto, for a five (5) year tax exemption for the full and true value of the twelve (12) newly constructed four (4) story buildings containing a total of twenty-four (24) residential units, and twenty-four (24) surface parking spaces, located in Block 17501, Lot 4, and more commonly known by the street address of 445 Whiton Street, Jersey City, N.J., is hereby approved.

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

- (a) tax payment on the new improvements shall be:
 - (i) Year 1: the tax year in which the structure will be completed. \$0 taxes;
 - (ii) Year 2: the second tax year, 20% of actual full taxes, estimated to be \$23,089;
 - (iii) Year 3: the third tax year, 40% of actual full taxes, estimated to be \$46,178;
 - (iv) Year 4: the fourth tax year, 60% of actual full taxes, estimated to be \$69,267; and
 - (v) Year 5: the fifth tax year, 80% of actual full taxes, estimated to be \$92,356.

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

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

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

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

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

(f) Affordable Housing Trust Fund: \$1,500 per unit, for a total of \$36,000.

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

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

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

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

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

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

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

JM/he
2/04/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required

Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

An Ordinance Approving a Five (5) Year Tax Exemption Pursuant to the Provisions of N.J.S.A. 40A:21-1, et seq., and Section 304-9 of the Municipal Code for Property Designated as Block 17501, Lot 4, on the City's Tax Map and More Commonly Known by the Street Address of 445 Whiton Street

Initiator

Department/Division	Office of City Assessor	Tax Assessor's Office
Name/Title	Al Cameron	Fiscal Officer
Phone/email	(201) 547-4707	Edward@jcnj.org

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

Resolution Purpose

Gargant Corp. is the owner of a new rental residential project of twelve (12) four (4) story buildings with a total of approximately twenty-four (24) residential rental units, and twenty-four (24) surface parking spaces, located in Block 17501, Lot 4 on the City's Tax Map and more commonly known by the street address of 445 Whiton Street, Jersey City, N.J.

The Entity applied for a five (5) year tax exemption for the Project in July 2012, prior to completion of construction.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DATE: November 6, 2013
TO: Diana Jeffery (For distribution to City Council and City Clerk)
FROM: Al Cameron Tax Collector's Office
SUBJECT: TAX ABATEMENT: Gargent Corp., Five-Year, 445 Whiton
Block 17501, Lot 4
CC: M. Cosgrove, J. Monahan

INTRODUCTION:

The applicant, Gargent Corp., is applying for a five (5) Year tax abatement under N.J.S.A. 40 A: 20-1 et seq.

LOCATION OF THE PROPERTY:

The property is located at the intersection of Pacific Avenue and Ash Street, running East to Whiton Street and North along Whiton to its end. The property will be known as 458 to 456 Pacific Avenue, 26 to 18 Ash Street and 435 to 443 Whiton Street. It consists of Block 17501 Lot 4. It is approximately .73 acres.

PROPERTY TO BE CONSTRUCTED:

The project will be twelve (12) four (4) story residential buildings consisting two (2) three (3) bedroom units each for a total of twenty-four (24). There will be twenty-four (24) surface parking spaces.

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated to be \$6,000,000.

CONSTRUCTION SCHEDULE:

Construction began in January 2010 and was completed in May 2013.

ESTIMATED JOBS CREATED:

The applicant estimates that there were twenty-five (25) jobs created during Construction and one (1) permanent job after construction. The applicant completed construction without a Project Employment Agreement.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

The applicant proposes an AHTF contribution of \$36,000 at the rate of \$1,500 per residential unit.

CURRENT REAL ESTATE TAXES:

The applicant states that land tax for the property is \$15,283 and that all taxes due have been paid.

PROPOSED ABATEMENT:

The applicant has requested a term of five (5) years for the abatement on the improvements. The Applicant will pay land tax in each and every year of the abatement and has proposed a phase in of the assessment on improvements. In year one (1) the applicant proposes no taxes on improvements. In year two (2) the applicant would pay taxes on twenty percent (20%) of the improvements. The applicant would pay forty percent (40%) in year three (3), sixty percent (60%) in year four (4), Eighty percent (80%) in year five (5) and full taxes in year six (6).

PROPOSED REVENUE TO THE CITY:

The phase in of taxes on improvements is shown in the table below.

Year	1	2	3	4	5	Full taxes
2013 Tax Rate	74.66	74.66	74.66	74.66	74.66	74.66
Total Tax	130,728	130,728	130,728	130,728	130,728	130,728
Land tax	15,283	15,283	15,283	15,283	15,283	15,283
Tax on Improvements	115,445	115,445	115,445	115,445	115,445	115,445
Phase in %	0%	20%	40%	60%	80%	100%
Phase in Tax	0	23,089	46,178	69,267	92,356	115,445
Exempted Tax	115,445	92,356	69,267	46,178	23,089	0
Total Tax Payable	15,283	38,372	61,461	84,550	107,639	130,728

The total taxes projected for the five-year term of the abatement is \$307,305. The total taxes exempted for the term of the abatement is \$346,335. The final assessment will be determined by the Tax Assessor. These estimates were provided by the applicant. Also they do not reflect any changes in the tax rate during the period. The actual tax would reflect tax rate changes during the term of the abatement.

TIER ONE (5 YEAR)
2-04-14
NJSA 40A:21-1 et seq
(Multiple Dwelling, Industrial, Commercial)

TAX AGREEMENT
FIVE YEAR/NEW CONSTRUCTION

THIS AGREEMENT made on this ____ day of _____, 2014, by and between the **CITY OF JERSEY CITY** [City], a municipal corporation organized under the Laws of the State of New Jersey and having its principal place of business at 280 Grove Street, Jersey City, New Jersey 07302, and, **GARGANT CORP.**, [Applicant /Owner], whose principal place of business is 44-46 State Street, Jersey City, NJ 07304.

WITNESSETH:

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

WHEREAS, the Applicant is owner of certain property located at 445 Whiton Street, in the City of Jersey City, County of Hudson and State of New Jersey, designated as Block 17501, Lot 4, on the Tax Assessor's Map, more commonly known by the street address of 445 Whiton Street, and more particularly described in the metes and bounds description attached hereto as Exhibit A [Property];

WHEREAS, on or about July 27, 2012, the Applicant applied for a five year tax exemption, which application was updated on November 14, 2013, to construct twelve (12) new four (4) story buildings containing a total of twenty-four (24) residential units, and twenty-four (24) surface parking spaces on the Property [Improvements] pursuant to N.J.S.A. 40A:21-1 et seq and Section 304-12 of the Municipal Code [Law]; and

WHEREAS, on May 13, 2013, the City issued a Certificate of Occupancy for the Property; and

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

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

ARTICLE I: APPROVAL OF TAX EXEMPTION

The City hereby agrees to a tax exemption for the construction of a new five year tax exemption to construct twelve (12) new four (4) story buildings containing a total of twenty-four (24) residential units, and twenty-four (24) surface parking spaces [Improvements] on the Property, as further described in the Application, attached hereto as Exhibit B, pursuant to the provisions of N.J.S.A. 40A:21-1 et seq. and Ordinance _____ which authorized the execution of this Tax Agreement [Law], subject to the terms and conditions hereof.

ARTICLE II: IN LIEU OF TAX PAYMENTS

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

1. For the full calendar year of 2014, no payment in lieu of taxes;
2. For the full calendar year of 2015, twenty (20%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$23,089;
3. For the full calendar year of 2016, forty (40%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$46,178;
4. For the full calendar year of 2017, sixty (60%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$69,267; and
5. For the full calendar year of 2018, eighty (80%) percent of the actual taxes otherwise due, currently estimated to be the sum of \$92,356.

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

ARTICLE III: APPLICATION FEE

The Applicant has paid the sum of **\$4,800** to the City as an application fee. Failure to make such payment shall cause the tax exemption to terminate.

ARTICLES IV: FEDERAL, STATE AND LOCAL LAW

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

ARTICLE V: TERM OF EXEMPTION

The Tax Exemption granted shall be valid and effective for a period of five (5) full calendar years from the date of Substantial Completion of the Project, which shall ordinarily mean the date on which the City issues, or the Project is eligible to receive, a Certificate of Occupancy, whether temporary or final, for part or the whole of the Project. During the term of the tax exemption, the Applicant shall make an in lieu of tax payment to the City in accordance with the schedule set forth above. Prior to the commencement of the tax exemption, and upon expiration thereof, the Applicant shall pay full conventional taxes on the Improvements.

ARTICLE VI: REVALUE

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

ARTICLE VII: NO COUNTY EQUALIZATION AND SCHOOL AID

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

ARTICLE VIII: OPERATION OR DISPOSITION OF PROPERTY

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

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

ARTICLE IX: AFFORDABLE HOUSING TRUST FUND CONTRIBUTION REQUIRED

A. **Contribution.** The Entity will pay the City the sum of \$36,000 or [\$1,500 per unit] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Tax Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Tax Agreement.

ARTICLE X: TERMINATION/ELIGIBILITY FOR ADDITIONAL TAX EXEMPTION

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

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

ARTICLE XI: PROJECT EMPLOYMENT AGREEMENT

In order to provide City residents and businesses with employment and other economic opportunities, the Applicant agrees to comply with the terms and conditions of the Project Employment Agreement which is attached hereto as Exhibit C.

ARTICLE XII: NOTICES

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

Notice to City:

Business Administrator
City Hall, 280 Grove Street
Jersey City, New Jersey 07302

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ____ day of _____, 2014, between the **CITY OF JERSEY CITY** [City] and **GARGANT CORP.**, having its principal office at 44-46 State Street, Jersey City, New Jersey 07304. Recipient agrees as follows:

I. Definitions:

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

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

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

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

II. Purpose:

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

III. Good Faith Goals:

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

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

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

IV. Recipient Designee:

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

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

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

V. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance ____ approving the tax exemption and terminate 5 years from the date of Substantial Completion of the Project.

VI. Good Faith Defined:

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

A. Initial Manning Report:

- i) Prior to the commencement of their work on the Project, each Contractor /Subcontractor shall prepare an Initial Manning Report.
- ii) The initial manning report should contain an estimate of the total work force to be used at the Project Site, including the work force of any and all Contractors and Subcontractors. It should also describe the specific construction trades and crafts, and indicate the projected use of City residents, City resident Minorities and City resident women. Attached hereto as Appendix B is the Recipient's Initial Manning Report.
- iii) The Initial Manning Report shall be filed with the Project Employment and

Contracting Monitor, who must accept said Report prior to the Recipient entering into any construction contract. An example of this acceptance letter is given in Appendix C.

B. Developer's Contracting Obligations

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

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

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

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

- i) The Recipient will cause the Contractor to furnish the Project Employment & Contracting Monitor with copies of its weekly Certified Payroll reports. The reports will specify the residency, including gender and ethnic/racial origin of each worker. The Certified Payroll report shall be in the form attached hereto as Appendix H.
- ii) Payroll reports must be submitted on a monthly basis with the Monthly Manning Report or the Recipient is no longer in compliance.

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

- i) whether subcontractors will be used in the hiring process.
- ii) the specific types of jobs that need to be filled.
- iii) the qualifications needed for these particular jobs.
- iv) possible training programs offered by the permanent employer.

- v) the Recipient's goals and how it plans to meet these goals.
- vi) any other issues which need to be addressed by the Registry.

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

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

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

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

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

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

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

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

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

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

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

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

3. Business Contracting

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

- 1) Solicitation of Businesses:
 - a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Acting Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
 - b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
 - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
 - ii) No Utilization of Local and Local Minority Vendors As Conduits For Vendors That Are Not Local Or Minority Owned:

The Recipient pledges not to use local and local minority vendors solely as conduits for vendors that are not local and minority owned. Any discovery by DEO under the Department of Administration of a Recipient, either knowingly or unknowingly, using the masthead of a local or minority owned

business as a way to get credit for local or minority employment when it should not, will immediately subject the Recipient to the penalties listed in Section VIII (d) below.

4. Summation of Documentation Needed For Compliance with Agreement

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

VII. Notices of Violation:

1. **Advisory Notice:** The City will issue a written Advisory Notice to the Recipient if there is non-compliance with a Good Faith requirement as defined in this agreement. The Advisory Notice shall explain in sufficient detail the basis of the alleged violation. The Recipient shall have four (4) working days to correct the violation. An example of an Advisory Notice can be found in Appendix M.
2. **Violation Notice:** If the alleged violation set forth in the Advisory Notice has not been corrected to the satisfaction of the City within four (4) working days, the City shall then issue a Violation Notice to the Recipient. The Violation Notice shall explain in sufficient detail the basis of the alleged, continuing violation. The Recipient will have three (3) working days to correct the violation. An example of a Violation Notice can be found in Appendix N.
3. **Correcting the Violation:** Either or both the Advisory Notice or the Violation Notice may be considered corrected if the Recipient satisfies the requirements of this agreement and so advises the City in writing, subject to confirmation by the City.
4. **Extension of Time to Correction:** Either the Advisory Notice or the Violation Notice may be held in abeyance and the time for correction extended if the Recipient enters into satisfactory written agreement with the City for corrective action which is designed to achieve compliance. If Recipient fails to abide by the terms of such agreement the violation

will be considered not corrected.

5. Meetings Concerning Violations: The City may provide an opportunity for a meeting with the Recipient, his Contractors or Subcontractors in an effort to achieve compliance; or may respond to Recipient's request for a meeting after the Recipient has made timely submission of a written explanation pursuant to the above. The meeting shall be requested no later than two days after the alleged violator has submitted the written explanation.
6. Interviews Relating to Violations: The City may conduct interviews and may request additional information from appropriate parties as is considered necessary to determine whether the alleged violation has occurred.
7. Determination of Violation: The City shall issue a determination of whether the Recipient is in violation of this agreement as soon as possible but not later than thirty days after the delivery of the Violation Notice to the Recipient. If the City determines that the Recipient is in violation, the City shall be entitled to the liquidated damages provided below.

VIII. Damages:

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

- a) failure to file Initial Manning Reports (Construction Jobs) or Pre-Hiring Notification (Permanent Jobs) or Pre-Contracting Notification (Business Contracting): Five (5%) percent increase in the annual payment in lieu of taxes;
- b) failure to conduct Pre-hiring Interviews or submit Compliance Statement (Construction Jobs) or Solicit Bids (Business Contracting): Three (3%) percent increase in the annual payment in lieu of taxes;
- c) failure to allow record or work place access or submit any other required reports (all categories): Two (2%) percent increase in the annual payment in lieu of taxes.
- d) the use of the local or local minority business' masthead for labor or work supplied by a non local or local minority vendor: Five (5%) percent increase in the annual payment in lieu of taxes.

IX. Commercial Tenants at the Project Site:

1. The Recipient shall send all tenants of commercial space within the Project Site a letter and a Tenant Employment Services Guide in the form attached as Appendix O.

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

X. Notices

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

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

Gargant Corp.
44-46 State Street
Jersey City, NJ 07304
2. When sent by the Recipient to the City, it shall be addressed to:

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

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

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

WITNESS:

GARGANT CORP.

Secretary

President

City Clerk File No. Ord. 14.020

Agenda No. 3.6 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.020

TITLE: ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY 360 NINTH STREET URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

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

WHEREAS, 360 Ninth Street Urban Renewal, LLC, is an urban renewal entity, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. (Entity); and

WHEREAS, the Entity is the Contract Purchaser for certain property known as Block 6902, Lot 29, on the City's Official Tax map, consisting of approximately 1.8 acres, and more commonly known by the street address of 364 Ninth Street, and more specifically described by metes and bounds, in the application (Property); and

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

WHEREAS, the Entity has applied for a 20 year long term tax exemption to construct a new mixed use, market rate residential rental project, which will consist of a six (6) story building with approximately eighty (80) market rate residential rental units, approximately twenty five thousand, eight hundred ninety six (25,896) square feet of ground floor commercial/retail space and approximately one hundred six (106) on site parking spaces located in Block 6902, Lot 29 on the City's Tax Map and more commonly known as 364 Ninth Street, Jersey City [Project]; and

WHEREAS, the Project received a site plan approval from the Planning Board on December 17, 2013; and

WHEREAS, 360 Ninth Street Urban Renewal, LLC, has agreed to:

1. pay the greater of (i) the Minimum Annual Service Charge or (ii) 10% of the Annual Gross Revenue each year, which sum is estimated to be \$284,157; and which shall be subject to statutory staged increases over the term of the tax exemption; and
2. pay an annual sum equal to 1% of each prior year's Annual Service Charge as an Administrative Fee; and
3. provide employment and other economic opportunities for City residents and businesses; and
4. pay to the City, for remittance to Hudson County, an amount equal to 5% of the Annual Service Charge upon receipt of that charge; and
5. pay the sum of \$158,844 to the City's Affordable Housing Trust Fund; and

6. make a one-time contribution to the City equal to 1.5% of the Project's actual Construction Costs as an element of Total Project Costs as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., estimated to be \$23,467,500, which sum is estimated to be approximately \$352,013; and

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

1. the current real estate taxes generate revenue of only \$87,651 whereas, the Annual Service Charge as estimated, will initially generate revenue of more than \$284,157 to the City and an additional sum of approximately \$14,208 to Hudson County;
2. it is expected that the Project will create approximately 90 jobs during construction and 9 new permanent jobs;
3. the Project will stabilize and contribute to the economic growth of businesses in the surrounding area;
4. the Project will further the overall redevelopment objectives of the Ninth & Brunswick Redevelopment Plan;
5. the City's impact analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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

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

WHEREAS, 360 Ninth Street Urban Renewal, LLC, has initially complied with Executive Order 2002-005 concerning "Disclosure of Lobbyist Representative Status" by filing an appropriate letter in the Office of the City Clerk.

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

A. The application of 360 Ninth Street Urban Renewal, LLC, an urban renewal company, formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq. a copy of which is on file in the office of the City Clerk, for Block 6902, Lot 29, more commonly known by the street address of 364 Ninth Street, more specifically described by metes and bounds in the application is hereby approved.

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

1. Term: the earlier of 25 years from the adoption of the within Ordinance or 20 years from the date the project is Substantially Complete;
2. Annual Service Charge: each year the greater of:
 - (a) the Minimum Annual Service Charge equal to \$284,157 upon Project Completion, whether or not the Project is occupied; or

(b) 10% of Annual Gross Revenue, which sum is estimated to be \$284,157, and which shall be subject to statutory increases during the term of the tax exemption.

- 3. Administrative Fee: 1% of the prior year's Annual Service Charge;
- 4. County Payment: 5% of the Annual Service Charge to the City for remittance by the City to Hudson County;
- 5. Project: A new multiple dwelling, market rate residential rental project, which will consist of a six (6) story building with approximately eighty (80) market rate residential rental units, approximately twenty five thousand, eight hundred ninety six (25,896) square feet of ground floor commercial/retail space and approximately one hundred six (106) on site parking spaces;
- 6. Affordable Housing Trust Fund: \$1,500 per unit or \$120,000 and \$1.50 per square foot x 25,896 square feet or \$38,844, for a total of \$158,844;
- 7. A one-time contribution to the City equal to 1.5% of the Project's actual Construction Costs as an element of Total Project Costs as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq., estimated to be \$23,467,500, which sum is estimated to be approximately \$352,013; and
- 8. An obligation to execute a Project Employment and Contracting Agreement to insure employment and other economic benefits to City residents and businesses;
- 9. This Ordinance will sunset and the Tax Exemption will terminate unless construction of the Project begins within two (2) years of the adoption of the within Ordinance.

C. The City Clerk shall deliver a certified copy of the Ordinance and Financial Agreement to the Tax Assessor and Director of the Division of Local Government Services.

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

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

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

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

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

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

JM/he
2/04/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required
Not Required

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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

Full Title of Ordinance/Resolution

ORDINANCE APPROVING A 20 YEAR TAX EXEMPTION FOR A MARKET RATE MIXED USE RENTAL PROJECT TO BE CONSTRUCTED BY 360 NINTH STREET URBAN RENEWAL, LLC, AN URBAN RENEWAL ENTITY, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW N.J.S.A. 40A:20-1 ET SEQ.

Initiator

Department/Division	Administration	Tax Assessor's Office
Name/Title	Al Cameron	Fiscal Officer
Phone/email	(201) 547-5188	CameronA@jcnj.org

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

Resolution Purpose

360 Ninth Street Urban Renewal, LLC, is an urban renewal entity, and contract purchaser for property known as Block 6902, Lot 29, on the City's Official Tax map, more commonly known by the street address of 364 Ninth Street, located within the Ninth & Brunswick Redevelopment Plan Area as required by N.J.S.A. 40A:20-4 and N.J.S.A. 40A:12A-5(g). The project falls within Tier 2 of the Mayor's Tax Exemption policy; the Entity has elected to buy-up into Tier 3 by making a one-time contribution equal to 1.5% of actual construction costs.

The Entity has applied for a 20 year tax exemption to construct a new mixed use, market rate residential rental project, which will consist of a six (6) story building with eighty (80) market rate residential rental units, twenty five thousand, eight hundred ninety six (25,896) square feet of ground floor commercial/retail space and one hundred six (106) on site parking spaces. The project will create 90 construction jobs and 9 permanent jobs.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

DATE: January 24, 2013
TO: Diana Jeffrey (For distribution to City Council and City Clerk)
FROM: Al Cameron, Fiscal Officer - Tax Collector's Office
SUBJECT: TWENTY YEAR TAX ABATEMENT: MIXED USE RENTAL PROJECT - 360 Ninth Street, Urban Renewal LLC, - 364 Ninth Street Block 6902 Lot 29
CC: M. Cosgrove, J. Monahan

INTRODUCTION:

The applicant, 360 Ninth Street Urban Renewal, LLC, is applying for a twenty (20) year tax abatement under N.J.S.A. 40 A: 20-1 et seq. It is a mixed use rental project within the Ninth and Brunswick Redevelopment Plan area. This is a two phase project with the potential for a third phase. This application is only for Phase I. The application fee of \$9,500 was paid.

LOCATION OF THE PROPERTY:

The property is located at Brunswick and Ninth Streets known as 364 Ninth Street (to be known as 255 Brunswick Street). It is part of Block 6902 Lot 29. Condominium unit I of approximately 27,993 Square Feet will be created from a portion of the existing lot. The Entity is a contract purchaser for Condominium I by contract for sale dated January 28, 2014.

PROPERTY TO BE CONSTRUCTED:

The project is a mixed-use six (6) story rental building with eighty (80) residential units, approximately 25,896 square feet of ground level retail/commercial space and one hundred and six (106) parking spaces.

ESTIMATED TOTAL CONSTRUCTION COST:

The cost of construction is estimated at \$23,467,500.

CONSTRUCTION SCHEDULE:

Construction is to begin in April 2014 and is expected to be completed in thirty-six (36) months.

ESTIMATED JOBS CREATED:

The applicant estimates creation of ninety (90) jobs during Construction and approximately nine (9) permanent jobs after construction. The applicant will execute a Project Employment and Contracting Agreement. However; based upon the estimated construction cost, a Project Labor Agreement is not required.

AFFORDABLE HOUSING TRUST FUND CONTRIBUTIONS:

At the rate of \$1,500 per residential unit for eighty (80) units and \$1.50 per square foot for 25,896 SF of retail space, the applicant proposes an AHTF contribution of \$158,844. Projected revenue includes parking however the application does not provide an AHTF Contribution for the commercial space provided for parking.

CURRENT REAL ESTATE TAXES:

Tax Assessor estimates that the assessment for the portion of the land used to create a condominium unit, for the first phase of the development would be \$597,600. At the current tax rate of \$74.66 the estimated tax would be \$44,617. Taxes for the property are current.

PROPOSED ABATEMENT:

The property is in Tier II of the Tax Abatement Policy Map. The Applicant is proposing to make a contribution of 1.5 % of the actual construction costs to the City for youth, recreation and education programs and move into a Tier III Abatement. The total required payment would be \$352,013 subject to an audit of the final cost.

The applicant has requested a term of the lesser of twenty-five (25) years from the date of approval of an ordinance approving the abatement or twenty (20) years from substantial completion of the project. The Applicant proposes an annual service charge based upon ten percent (10%) of gross revenue. In addition the Applicant would pay an annual service Charge to Hudson County based upon five percent (5%) of the service charge and an administrative fee to the City of one percent (1%).

The Applicant in its application proposes no staged adjustments until year fifteen (15). The Tax Assessor estimates the land assessment for the proposed Condominium I at \$597,600. The applicant proposes an eighteen (18) month lease-up period.

PROPOSED REVENUE TO THE CITY:

At full occupancy the estimated annual revenue is \$2,841,564. The proposed market rents used for the revenue estimates seem to be reasonable. The Annual Service charge at the rate of ten percent (10%) is \$284,157. The City Administrative fee at one percent (1%) would be \$2,842 and the Hudson County fee of five percent (5%) would be \$14,208.

FISCAL IMPACT COST PROJECTION
360 NINTH STREET UR
Block: 6902 Lot: 29

Market Rate Rentals	Number of Units	Household	Demographic Multipliers		Total		Annual Expenditures		Total Annual Expenditures Municipal & School District		
			Students	Residents	Students	Residents	Per Capita Municipal	Per Pupil School District	Municipal	School District	School District
1 - Bedroom	25	1,421	0.000	35,525	0.000	0.000	\$1,159.65	\$3,005.00	\$41,196.58	\$0.00	\$41,196.58
2 - Bedroom	35	2,012	0.032	70,420	1.120	1.120	\$1,159.65	\$3,005.00	\$81,662.59	\$3,365.60	\$85,028.19
3 - Bedroom	20	2,798	0.038	55,960	0.760	0.760	\$1,159.65	\$3,005.00	\$64,894.04	\$2,283.80	\$67,177.84
TOTAL	80								\$187,753.21	\$5,649.40	\$193,402.61

1. Total Municipal Ratables Commercial Ratables	\$5,786,339,559 \$1,357,107,487	4. Fiscal Year 2013 Budget	\$500,097,007	6. Population of Jersey City (2010 Census)	247,597	9. Increase in Services Incurred Per Development	193,402.61
2. Residential Ratables	\$3,322,172,316	5. Residential Portion	\$287,125,983	7. Per Capita Municipal Cost	\$1,159.65	10. Anticipated Gross PILOT (First Year)	284,157.00
3. Residential Ratables as a Percentage of Total Ratables	57.41%			8. Annual Expenditures Per Student Municipal Portion	\$3,005.00	11. First Year Net PILOT	2,841.57
						Less land (74.66):	14,207.85
							(87,650.84)
						12. Net Surplus (Cost) to City	20,152.97

Classic Average costing approach for projecting the impact of population change and local Municipal and School District costs.
 See attached Schedule for staged increases in PILOT over the term

Re: 364 Ninth Street
Approximately 1.8 Acres
Block 6902, Lot 29
Ninth & Brunswick Redevelopment Plan or

PREAMBLE

THIS FINANCIAL AGREEMENT, [Agreement] is made the ___ day of _____, 20__ by and between **360 NINTH STREET URBAN RENEWAL, LLC**, an urban renewal entity formed and qualified to do business under the provisions of the Long Term Tax Exemption Law of 1992, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., having its principal office at 155 Second Street, Jersey City, NJ 07302 [Entity], and the **CITY OF JERSEY CITY**, a Municipal Corporation of the State of New Jersey, having its principal office at 280 Grove Street, Jersey City, New Jersey 07302 [City].

RECITALS

WITNESSETH:

WHEREAS, the Entity is the Contract Purchaser dated January 28, 2014, of certain property designated as Condo Unit 1 within a portion of Block 6902, Lot 29, more commonly known by the street address of 364 Ninth Street, Jersey City, and more particularly described by the metes and bounds description set forth as Exhibit 1 to this Agreement; and

WHEREAS, this property is located within the boundaries of the Ninth & Brunswick Redevelopment Plan Area; and

WHEREAS, the Entity plans to construct a six (6) story building with approximately eighty (80) market rate residential rental units, approximately twenty five thousand, eight hundred ninety six (25,896) square feet of ground floor commercial/retail space and approximately one hundred six (106) on site parking spaces [Project]; and

WHEREAS, on August 20, 2013 and October 17, 2013, the Project received site plan approval from the Planning Board; and

WHEREAS, on December 18, 2013, the Entity filed an Application with the City for a long term tax exemption for the Project; and

WHEREAS, by the adoption of Ordinance _____ on _____, 2014, the Municipal Council approved a long term tax exemption for the Project and authorized the execution of a Financial Agreement; and

WHEREAS, the City made the following findings:

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

1. the current real estate tax generates revenue of only \$87,651 (underlying land assessment for all Condominium Units/Phases as well), whereas, the Annual Service Charge as estimated, will generate revenue to the City of approximately \$284,157;
2. the Entity will pay the City the sum of \$158,844 as an affordable housing contribution pursuant to Ordinance 03-112;
3. a one-time contribution to the City equal to 1.5% of the Project's actual Gross Construction Costs, estimated to be \$23,467,500, which sum is estimated to be approximately \$352,013;
4. it is expected that the Project will create approximately 90 new construction jobs and 9 new permanent full time jobs;
5. the project should stabilize and contribute to the economic growth of existing local business and to the creation of new businesses, which cater to the new occupants;
6. the Project will further the objectives of the Ninth & Brunswick Redevelopment Plan, and will include the [remediation or development] of vacant property;
7. the City's Impact Analysis, on file with the Office of the City Clerk, indicates that the benefits of the Project outweigh the costs to the City; and

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

1. the relative stability and predictability of the annual service charges will make the Project more attractive to investors and lenders needed to finance the Project; and

2. the relative stability and predictability of the service charges will allow the Contract Purchaser to stabilize its operating budget, allowing a high level of maintenance to the building over the life of the Project, which will attract occupants to the Project, insure the likelihood of stabilized rents to tenants and the success of the Project; and
3. have a positive impact on the surrounding area.

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

ARTICLE I - GENERAL PROVISIONS

Section 1.1 Governing Law

This Agreement shall be governed by the provisions of the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1 et seq., Executive Order of the Mayor 2013-004, Disclosure of Lobbyist Status, Ordinance 02-075, and Ordinance _____, which authorized the execution of this Agreement. It being expressly understood and agreed that the City expressly relies upon the facts, data, and representations contained in the Application, attached hereto as Exhibit 3, in granting this tax exemption.

Section 1.2 General Definitions

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

- i. Allowable Net Profit- The amount arrived at by applying the Allowable Profit Rate to Total Project Cost pursuant to N.J.S.A. 40A:20-3(c).
- ii. Allowable Profit Rate - The greater of 12% or the percentage per annum arrived at by adding 1.25% to the annual interest percentage rate payable on the Entity's initial permanent mortgage financing. If the initial permanent mortgage is insured or guaranteed by a governmental agency, the mortgage insurance premium or similar charge, if payable on a per annum basis, shall be considered as interest for this purpose. If there is no permanent mortgage financing, or if the financing is internal or undertaken by a related party, the Allowable Profit Rate shall be the greater of 12% or the percentage per annum arrived at by adding 1.25% per annum to the interest rate per annum which the municipality determines to be the prevailing rate on mortgage financing on comparable improvements in Hudson County. The provisions of N.J.S.A. 40A:20-3(b) are

incorporated herein by reference.

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

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

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

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

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

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

ix. Entity - The term Entity within this Agreement shall mean 360 Ninth Street Urban Renewal, LLC, which Entity is formed and qualified pursuant to N.J.S.A. 40A:20-5. It shall also include any subsequent purchasers or successors in interest of the Project, provided they are formed and operate under the Law.

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

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

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

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

xiv. Law - Law shall refer to the Long Term Tax Exemption Law, as amended and supplemented, N.J.S.A. 40A:20-1, et seq.; Executive Order of the Mayor 13-004, relating to long term tax exemption, as it may be supplemented; Ordinance 02-075 requiring Disclosure of Lobbyist Status and Ordinance _____, which authorized the execution of this Agreement and all other relevant Federal, State or City statutes, ordinances, resolutions, rules and regulations.

xv. Lease Up Period - Shall begin twelve months following Substantial Completion of the Project (Lease Up Date). During the Lease Up Period, the Entity shall pay the sum equal to the Minimum Annual Service Charge unless fully leased. The Lease Up Period for the Project expires 12 calendar months after the commencement of the Lease Up Date.

xvi. Minimum Annual Service Charge - The Minimum Annual Service Charge shall be the greater of: (a) the amount of the total taxes levied against all real property in the area covered by the Project in the last full tax year in which the area was subject to taxation, which amount the parties agree is \$87,651; or (b) the sum of \$284,157 per year, which sum is equal to the estimated Annual Service Charge, will be after the Lease Up Period expires or 12 months following Substantial Completion of the Project.

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

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

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

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

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

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

xx. Termination - Any act or omission which by operation of the terms of this Financial

Agreement shall cause the Entity to relinquish its tax exemption.

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

ARTICLE II - APPROVAL

Section 2.1 Approval of Tax Exemption

The City hereby grants its approval for a tax exemption for all the Improvements to be constructed and maintained in accordance with the terms and conditions of this Agreement and the provisions of the Law which Improvements shall be constructed on certain property known on the Official Tax Assessor's Map of the City as: Block 6902, Lot 29, more commonly known by the street address 364 Ninth Street, Jersey City, and described by metes and bounds in Exhibit 1 attached hereto.

Section 2.2 Approval of Entity

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

Section 2.3 Improvements to be Constructed

Entity represents that it will construct a six (6) story building with approximately eighty (80) market rate residential rental units, approximately twenty five thousand, eight hundred ninety six (25,896) square feet of ground floor commercial/retail space and approximately one hundred six

(106) on site parking spaces; all of which is specifically described in the Application attached hereto as Exhibit 3.

Section 2.4 Construction Schedule

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

Section 2.5 Ownership, Management and Control

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

Section 2.6 Financial Plan

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

Section 2.7 Good Faith Estimate of Initial Rents [or Sales Prices]

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

ARTICLE III - DURATION OF AGREEMENT

Section 3.1 Term

So long as there is compliance with the Law and this Agreement, it is understood and agreed by the parties hereto that this Agreement shall remain in effect for the earlier of 25 years from the date of the adoption of Ordinance _____ on _____, 20__, which approved the tax exemption or 20 years from the original date of Substantial Completion of the Project. The tax exemption shall only be effective during the period of usefulness of the Project and shall continue in force only while the Project is owned by a corporation or association formed and operating under the Law.

ARTICLE IV - ANNUAL SERVICE CHARGE

Section 4.1 Annual Service Charge

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

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

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

iii. The Minimum Annual Service Charge pursuant to Section 1.2xv(a) shall be due beginning on the effective date of this Agreement. The Minimum Annual Service Charge pursuant to Section 1.2xv(b) shall be due upon the expiration of the Lease Up Period or 12 months following Substantial Completion of the Project. The City Service Charge and the County Annual Service Charge shall be due on the first day of the month following the Substantial Completion of the Project. In the event the Entity fails to timely pay the Minimum Annual Service Charge or the Annual Service Charge, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on land until paid.

Section 4.2 Staged Adjustments

The Annual Service Charge shall be adjusted, in Stages over the term of the tax exemption in accordance with N.J.S.A. 40A:20-12(b) as follows:

i. Stage One: From the 1st day of the month following Substantial Completion until the last day of the 6th year, the Annual Service Charge shall be 10% of Annual Gross Revenue;

ii. Stage Two: Beginning on the 1st day of the year following Substantial Completion until the last day of the 9th year, an amount equal to the greater of the Annual Service Charge or 20% of the amount of the taxes otherwise due on the assessed value of the land and Improvements;

iii. Stage Three: Beginning on the 1st day of the 10th year following the Substantial Completion until the last day of the 14th year, an amount equal to the greater of the Annual Service Charge or 40% of the amount of the taxes otherwise due on the assessed value of the land and

Improvements;

iv. Stage Four: Beginning on the 1st day of the 15th year following Substantial Completion until the last day of the 18th year, an amount equal to the greater of the Annual Service Charge or 60% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

v. Final Stage: Beginning on the 1st day of the 19th year following Substantial Completion through the date the tax exemption expires, an amount equal to the greater of the Annual Service Charge or 80% of the amount of the taxes otherwise due on the assessed value of the land and Improvements.

Section 4.3 Land Tax

The Entity is required to pay both the Annual Service Charge and the Land Tax Payments. The Entity is obligated to make timely Land Tax Payments, including any tax on the pre-existing improvements, in order to be entitled to a Land Tax credit against the Annual Service Charge for the subsequent year. The Entity shall be entitled to credit approximately equal to 1/2 of the existing land tax (upon filing of the Master Deed). This amount is approximately 1/2 of the amount, without interest, of the Land Tax Payments made in the last four preceding quarterly installments against the Annual Service Charge. Upon filing the Master Deed to create the Condominium Unit 1 (Phase 1) for the Project, the Entity shall be entitled to a Land Tax credit against the Annual Service Charge for Land Tax payment made only for the new Condominium Unit 1 (Phase 1) for the Project. In any quarter that the Entity fails to make any Land Tax Payments when due and owing, such delinquency shall render the Entity ineligible for any Land Tax Payment credit against the Annual Service Charge. No credit will be applied against the Annual Service Charge for a partial payment of Land Taxes. In addition, the City shall have, among this remedy and other remedies, the right to proceed against the property pursuant to the In Rem Tax Foreclosure Act, N.J.S.A. 54:5-1 et seq., and /or declare a Default and terminate this Agreement.

Section 4.4 Quarterly Installments / Interest

The Entity expressly agrees that the Annual Service Charge shall be made in quarterly installments on those dates when real estate tax payments are due; subject, nevertheless, to adjustment for over or underpayment within thirty (30) days after the close of each calendar year.

In the event that the Entity fails to pay the Annual Service Charge or any other charge due under this agreement, the unpaid amount shall bear the highest rate of interest permitted in the case of unpaid taxes or tax liens on the land until paid in full.

Section 4.5 Administrative Fee

The Entity shall also pay an annual Administrative Fee to the City in addition to the Annual Service Charge and Land Tax levy. The Administrative Fee shall be calculated as one (1%) percent of each prior year's Annual Service Charge. This fee shall be payable and due on or before December 31st of each year, and collected in the same manner as the Annual Service Charge.

Section 4.6 Affordable Housing Contribution and Remedies

A. **Contribution.** The Entity will pay the City the sum of \$158,844 or [\$1,500 per unit or \$1.50 per square foot of commercial/retail space] as a contribution. The sum shall be due and payable as follows:

- i. 1/3 on or before the effective adoption date of the Ordinance approving the tax exemption;
- ii. 1/3 on or before the issuance of the first of any construction permit for the Project, but no later than six months after the date of the Financial Agreement; and
- iii. 1/3 on or before the date the first of any Certificate of Occupancy is issued for the Project, but no later than twenty-four (24) months after the date of the Financial Agreement.

Section 4.7 Material Conditions

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

Section 4.8 Additional Service Charge

The Entity expressly agrees to make a one-time contribution to the City equal to 1.5% of the Project's actual Construction Costs as an element of Total Project Costs, as defined in the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. Actual Construction Costs are estimated to be \$23,467,500, and as such, the Additional Service Charge is estimated to be \$352,013. The sum shall be due and payable as follows:

- i. 1/3 shall be made on or before execution of the Financial Agreement, which sum is estimated to be \$117,338;
- ii. 1/3 shall be made within ninety (90) days of Substantial Completion; and
- iii. 1/3 shall be made within the earlier of the date of remittance of the second payment, or six months from the date of Substantial Completion.

This Additional Service Charge shall be conditioned upon approval of a 20-year term and shall be adjusted according to the Entity's certification of Total Project Costs, due within ninety (90) days after Substantial Completion.

ARTICLE V - PROJECT EMPLOYMENT AND CONTRACTING AGREEMENT

Section 5.1 Project Employment and Contracting Agreement

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

ARTICLE VI - CERTIFICATE OF OCCUPANCY

Section 6.1 Certificate of Occupancy

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

Section 6.2 Filing of Certificate of Occupancy

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

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

Section 6.3 Construction Permits

The estimated cost basis disclosed by the Entity's application and proposed Financial

Agreement may, at the option of the City, be used as the basis for the construction cost in the issuance of any construction permit for the Project.

ARTICLE VII - ANNUAL REPORTS

Section 7.1 Accounting System

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

Section 7.2 Periodic Reports

A. Auditor's Report: Within ninety (90) days after the close of each fiscal or calendar year, depending on the Entity's accounting basis that the Agreement shall continue in effect, the Entity shall submit to the Mayor and Municipal Council and the NJ Division of Local Government Services in the Department of Community Affairs, its Auditor's Report for the preceding fiscal or calendar year. The Auditor's Report shall include, but not be limited to gross revenue, and the terms and interest rate on any mortgage(s) associated with the purchase or construction of the Project and such details as may relate to the financial affairs of the Entity and to its operation and performance hereunder, pursuant to the Law and this Agreement. The Report shall clearly identify and calculate the Net Profit for the Entity during the previous year, the excess of which shall be paid to the City each year an excess profit is generated.

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

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

Section 7.3 Inspection/Audit

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

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

ARTICLE VIII- LIMITATION OF PROFITS AND RESERVES

Section 8.1 Limitation of Profits and Reserves

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

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

Section 8.2 Annual Payment of Excess Net Profit

In the event the Net Profits of the Entity, in any year, exceeds the Allowable Net Profits for such year, then the Entity, within one hundred and twenty (120) days after the end of the year, shall pay such excess Net Profits to the City as an additional annual service charge; provided, however, that the Entity may maintain a reserve as determined pursuant to aforementioned paragraph 8.1. The calculation of the Entity's Excess Net Profits shall include those project costs directly attributable

to site remediation and cleanup expenses and any other costs excluded in the definition of Total Project Cost in Section 1.2 (xx) of this Agreement even though those costs may have been deducted from the project costs for purposes of calculating the annual service charge.

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

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

ARTICLE IX - ASSIGNMENT AND/OR ASSUMPTION

Section 9.1 Approval of Sale

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

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

Section 9.2 Transfer Application Fee

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

requested assignment. The fee shall be non-refundable.

ARTICLE X - COMPLIANCE

Section 10.1 Operation

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

Section 10.2 Disclosure of Lobbyist Representative

During the term of this Agreement, the Entity must comply with Executive Order 2002-005, and Ordinance 02-075, requiring Written Disclosure of Lobbyist Representative Status. The Entity's failure to comply with the Executive Order or the Ordinance shall constitute a Default under this Agreement and the City shall, among its other remedies, have the right to terminate the tax exemption.

ARTICLE XI - DEFAULT

Section 11.1 Default

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

Section 11.2 Cure Upon Default

Should the Entity be in Default, the City shall send written notice to the Entity of the Default [Default Notice]. The Default Notice shall set forth with particularity the basis of the alleged Default. The Entity shall have thirty (30) 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 thirty (30) days, or any approved extension, the City shall have the right to terminate this Agreement in accordance with Section 12.1.

Should the Entity be in default due to a failure to pay any charges defined as Material Conditions in Section 4.7, the Entity shall not be subject to the default procedural remedies as provided herein but shall allow the City to proceed immediately to terminate the Agreement as provided in Article XII herein.

Section 11.3 Remedies Upon Default

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

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

In the event of a Default on the part of the Entity to pay any charges set forth in Article IV, the City among its other remedies, reserves the right to proceed against the Entity's land and property, in the manner provided by the In Rem Foreclosure Act, and any act supplementary or

amendatory thereof. Whenever the word taxes appear, or is applied, directly or impliedly to mean taxes or municipal liens on land, such statutory provisions shall be read, as far as is pertinent to this Agreement, as if the charges were taxes or municipal liens on land.

ARTICLE XII- TERMINATION

Section 12.1 Termination Upon Default of the Entity

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

Section 12.2 Voluntary Termination by the Entity

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

Section 12.3 Final Accounting

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

Section 12.4 Conventional Taxes

Upon Termination or expiration of this Agreement, the tax exemption for the Project shall

expire and the land and the Improvements thereon shall thereafter be assessed and conventionally taxed according to the general law applicable to other nonexempt taxable property in the City.

ARTICLE XIII - DISPUTE RESOLUTION

Section 13.1 Arbitration

In the event of a breach of the within Agreement by either of the parties hereto or a dispute arising between the parties in reference to the terms and provisions as set forth herein, either party may apply to the Superior Court of New Jersey by an appropriate proceeding, to settle and resolve the dispute in such fashion as will tend to accomplish the purposes of the Law. In the event the Superior Court shall not entertain jurisdiction, then the parties shall submit the dispute to the American Arbitration Association in New Jersey to be determined in accordance with its rules and regulations in such a fashion to accomplish the purpose of the Long Term Tax Exemption Law. The cost for the arbitration shall be borne by the Entity. The parties agree that the Entity may not file an action in Superior Court or with the Arbitration Association unless the Entity has first paid in full all charges defined in Section 4.7 as Material Conditions.

Section 13.2 Appeal of Assessment

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

ARTICLE XIV - WAIVER

Section 14.1 Waiver

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

ARTICLE XV - INDEMNIFICATION

Section 15.1 Defined

It is understood and agreed that in the event the City shall be named as party defendant in any action by a third party alleging any breach, default or a violation of any of the provisions of this

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

ARTICLE XVI- NOTICE

Section 16.1 Certified Mail

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

Section 16.2 Sent by City

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

360 Ninth Urban Renewal, LLC
155 Second Street
Jersey City, NJ 07302
Attn:

and

Connell Foley, LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, NJ 07311
Attn: Charles J. Harrington, III, Esq.

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

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

Section 16.3 Sent by Entity

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

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

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

ARTICLE XVII-SEVERABILITY

Section 17.1 Severability

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

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

ARTICLE XVIII - MISCELLANEOUS

Section 18.1 Construction

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

Section 18.2 Conflicts

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

between the Agreement and the Law, the Law shall govern and prevail.

Section 18.3 Oral Representations

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

Section 18.4 Entire Document

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

Section 18.5 Good Faith

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

ARTICLE XIX - EXHIBITS

Section 19 Exhibits

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

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

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

WITNESS:

360 NINTH STREET URBAN RENEWAL, LLC

ATTEST:

CITY OF JERSEY CITY

ROBERT BYRNE
CITY CLERK

ROBERT KAKOLESKI
ACTING BUSINESS ADMINISTRATOR

PROJECT EMPLOYMENT & CONTRACTING AGREEMENT

This Project Employment & Contracting Agreement is made on the ___ day of ____, 2014, between the **CITY OF JERSEY CITY** [City] and **360 NINTH STREET URBAN RENEWAL, LLC**, having its principal office at 155 Second Street, Jersey City, NJ 07302. Recipient agrees as follows:

I. Definitions:

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

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

subcontracting goals.

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

Recipient who is designated by the Recipient to make sure the Recipient is in compliance with the Recipient's Project Employment & Contracting agreement.

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

II. Purpose:

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

III. Good Faith Goals:

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

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

are residents who are women, it being understood that one employee may satisfy more than one category.

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

IV. Recipient Designee:

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

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

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

V. Term:

This agreement shall be in effect for a period co-terminus with the effective period of the tax exemption [the Economic Incentive]. Thus, it will commence on the date the City Council adopted Ordinance _____ approving the tax exemption and terminate the earlier of 25 years from the date of the adoption of that Ordinance or 20 years from the date of Substantial Completion of the Project.

VI. Good Faith Defined:

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

A. Initial Manning Report:

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

Appendix B is the Recipient's Initial Manning Report.

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

B. Developer's Contracting Obligations

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

C. Contractor's/Subcontractor's Compliance Statement

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

D. Union Statement of Using Its Best Efforts

- i) Prior to commencement of their work on the Project, the contractor/subcontractor must submit a statement expressing its adherence to the Project Employment & Contracting Agreement to each union with which he/she has a collective bargaining agreement covering workers to be employed on the project.
- ii) The Compliance Statement shall include a union statement for the particular union to sign, which claims the union will use its best efforts to comply with the employment goals articulated in the Project Employment & Contracting agreement. This compliance statement is detailed in Appendix F. A copy of the signed compliance statement must be sent to the Project Employment & Contracting Monitor in DEO under the Department of Administration before work starts in order for a developer to be in compliance.
- iii) The Recipient will require the Contractor or Subcontractor to promptly notify the City of any refusal or failure of a union to sign the statement. If a particular union refuses to sign a statement, the Recipient will document its efforts to obtain such

statement and the reasons given by the union for not signing such statement, and submit such documentation to the Project Employment & Contracting Monitor in DEO under the Department of Administration.

E. Sub-Contractors

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

F. Union Apprentices

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

G. Monthly Manning Report

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

H. Monthly Certified Payroll Report

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

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

I. Equal Employment Opportunity Reports

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

J. Other Reports

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

K. Records Access

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

L. Work Site Access For Monitor

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

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

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

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

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

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

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

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

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

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

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

F. Semi-Annual Employment Reports: The Recipient will submit written semi-annual employment reports to the Project Employment & Contracting Monitor in the form to be provided

by the City. The report will describe the job, whether the job is held by a City resident, minority resident or woman resident. The report will explain in writing the reasons why any qualified applicant referred by the Registry (or in the event advertisement is required, any qualified person responding to the advertisement) was not hired. An example of this report is found in Appendix K.

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

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

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

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

3. Business Contracting

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

1) Solicitation of Businesses:

- a) One month before accepting bids for goods and services, the Recipient must forward a letter with requests for quotation or bid to Mayor Steven M. Fulop's Business Cooperative Program for local and local minority vendors for any construction or building operating goods, services and subcontracting opportunities. An example of this letter can be found in Appendix D.
- b) After submission of bids, the Recipient will document whether the bid was accepted or rejected, and state the reason why. An example of this documentation can be found in Appendix D2.
 - i) Semi-Annual Purchasing Reports: The Recipient will submit written semi-annual purchasing reports which will include a list of all contracts awarded over a six month period and the dollar amounts of these contracts. The reports will specify the number and dollar amount of contracts awarded to Local Businesses and Minority or Women Owned Local Businesses. An example of these reports can be found in Appendix L.
 - ii) No Utilization of Local and Local Minority Vendors As Conduits For

Vendors That Are Not Local Or Minority Owned:

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

4. Summation of Documentation Needed For Compliance with Agreement

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

VII. Notices of Violation:

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

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

VIII. Liquidated Damages/Interest:

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

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

increase in the estimated annual payment in lieu of taxes. Interest shall be charged on any damages at the legal rate of interest as calculated by the Tax Collector.

- e) the late payment of any liquidated sum shall accrue interest at the rate of 8%.

IX. Commercial Tenants at the Project Site:

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

X. Notices

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

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

360 Ninth Urban Renewal, LLC
155 Second Street
Jersey City, NJ 07302
Attn:

and

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

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

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

XI. Adoption, Approval, Modification:

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

XII. Controlling Regulations and Laws:

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

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

WITNESS:

360 NINTH STREET URBAN RENEWAL, LLC

Secretary

President

City Clerk File No. Ord. 14.021

Agenda No. 3.H 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

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

CITY ORDINANCE 14.021

TITLE:

AN ORDINANCE, DESIGNATING PARKING RESTRICTIONS ON THE FOLLOWING STREETS AND TRAFFIC RESTRICTIONS AT THE FOLLOWING INTERSECTIONS NEEDED IN ORDER TO MAINTAIN OPTIMUM TRAFFIC CIRCULATION ON OUR LOCAL STREETS DURING THE PERIOD OF TIME THE NORTHBOUND LANE OF THE PULASKI SKYWAY IS CLOSED FOR CONSTRUCTION, SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) CREATING SUB-SECTIONS IN ARTICLE II (TRAFFIC REGULATIONS) AND ARTICLE III (PARKING, STANDING AND STOPPING) IN ORDER TO GROUP ALL THE CHANGES RELATED TO THIS CLOSURE IN THE TRAFFIC CODE. AMENDING ARTICLE II(TRAFFIC REGULATIONS)SECTION 332.7A (PROHIBITED TURNS AT INTERSECTIONS) PROHIBITING ALL TURNS, FOR TRAFFIC EAST ON COMMUNIPAW AV AT WEST SIDE AV AND AT BERGEN AV; PROHIBIT THE LEFT TURN FOR TRAFFIC EAST ON COMMUNIPAW AV TO NORTH ON PARK ST; EAST ON GRAND ST TO NORTH ON IVY PL; NORTH ON BARROW ST AND NORTH ON MARIN BLVD AND EAST ON COLUMBUS DRIVE TO NORTH ON BARROW ST AND PROHIBIT THE RIGHT TURN FOR TRAFFIC NORTH ON CENTER ST TO EAST ON BROOK ST; EAST ON BRIGHT ST AND EAST ON YORK ST, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 6:00 A.M. TO 10:00 A.M. AND SUPPLEMENT ARTICLE III(PARKING, STANDING AND STOPPING) SECTION 332.26A (NO STOPPING OR STANDING CERTAIN HOURS) DESIGNATING NO STOPPING OR STANDING ON THE SOUTH SIDE OF COMMUNIPAW AV, WEST SIDE AV TO GRAND ST; THE SOUTH SIDE OF GRAND ST, COMMUNIPAW AV TO FAIRMOUNT AV AND THE WEST SIDE OF GREENE ST, COLUMBUS DR TO MONTGOMERY ST, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 6:00 A.M. TO 10:00 A.M. AND ON THE NORTH SIDE OF COMMUNIPAW AV, GRAND ST TO WEST SIDE AV AND THE NORTH SIDE OF GRAND ST, FAIRMOUNT AV TO COMMUNIPAW AV, MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, 4:00 P.M. TO 6:00 P.M.

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

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

Sec. 332-7A Prohibited turns at intersections during the northbound Pulaski Skyway lane closure.

No person shall make a turn of the kind designated (left or right) at any of the locations listed below during the time the northbound lane of the Pulaski Skyway is closed for construction.

Prohibited Turns at Intersections

Name of Street	Direction of Travel	Prohibited Turn	Hours Days of the Week	At Intersection of
<u>Center St</u>	<u>North</u>	<u>Right</u>	<u>M-F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Brook St</u>

Continued.....
JDS:pcl
(02.06.14)

Prohibited Turns at Intersections

Name of Street	Direction of Travel	Prohibited Turn	Hours Days of the Week	At Intersection of
<u>Center St</u>	<u>North</u>	<u>Right</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Bright St</u>
	<u>North</u>	<u>Right</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>York St</u>
<u>Columbus Dr</u>	<u>East</u>	<u>Left</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Barrow St</u>
<u>Communipaw Av</u>	<u>East</u>	<u>All</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>West Side Av</u>
	<u>East</u>	<u>All</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Bergen Av</u>
	<u>East</u>	<u>Left</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Park St</u>
<u>Grand St</u>	<u>East</u>	<u>Left</u>	<u>M - F</u> <u>Except Holidays</u> <u>6 a.m. to 10 a.m.</u>	<u>Ivy Pl</u>
	<u>East</u>	<u>Left</u>	<u>M - F</u> <u>6 a.m. to 10 a.m.</u> <u>Except Holidays</u>	<u>Barrow St</u>
	<u>East</u>	<u>Left</u>	<u>M - F</u> <u>6 a.m. to 10 a.m.</u> <u>Except Holidays</u>	<u>Marin Blvd</u>

Sec. 332-26A No stopping or standing certain hours during the northbound Pulaski Skyway lane closure.

No person shall stop or stand a vehicle between the times specified upon any of the streets, or parts thereof, listed below during the time the northbound lane of the Pulaski Skyway is closed for construction.

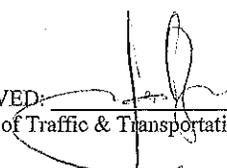
Name of Street	Side	Days of Week	Hours	Limits
<u>Communipaw Av</u>	<u>South</u>	<u>M - F</u> <u>Except Holidays</u>	<u>6 a.m. to 10 a.m.</u>	<u>West Side Av to Grand St</u>
	<u>North</u>	<u>M - F</u> <u>Except Holidays</u>	<u>4 p.m. to 6 p.m.</u>	<u>Grand St to West Side Av</u>
<u>Grand St</u>	<u>South</u>	<u>M - F</u> <u>Except Holidays</u>	<u>6 a.m. to 10 a.m.</u>	<u>Communipaw Av to Fairmount Av</u>
	<u>North</u>	<u>M - F</u> <u>Except Holidays</u>	<u>4 p.m. to 6 p.m.</u>	<u>Fairmount Av to Communipaw Av</u>
<u>Greene St</u>	<u>West</u>	<u>M - F</u> <u>Except Holidays</u>	<u>6 a.m. to 10 a.m.</u>	<u>Columbus Dr to Montgomery St</u>

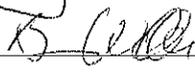
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JDS:pc1
(02.06.14)

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel 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.
5. This ordinance is in effect until such time as the construction is completed on the Pulaski Skyway and the northbound lane of the Pulaski Skyway is reopened to traffic.
6. This ordinance shall take effect at the time and in the manner as provided by Law.

NOTE: The new material to be inserted is underscored.

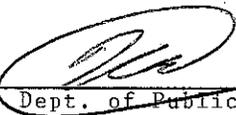
JDS:pcj
(02.06.14)

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: 
Director, Dept. of Public Works
APPROVED: _____
Business Administrator

Certification Required
Not Required



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS
PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201-547-4402 | F: 201-547-4803



MICHAEL RAZZOLI
DIRECTOR

MEMORANDUM

DATE: February 6, 2014

TO: Director Michael Razzoli, DPW
Director, Brian Weller, L.L.A., ASLA
Architecture, Engineering, Traffic and Transportation

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

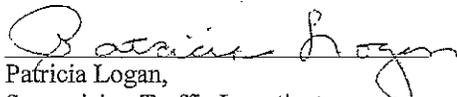
SUBJECT: PROPOSED ORDINANCE
PULASKI SKYWAY CLOSURE
PARKING AND TRAFFIC AMENDMENTS

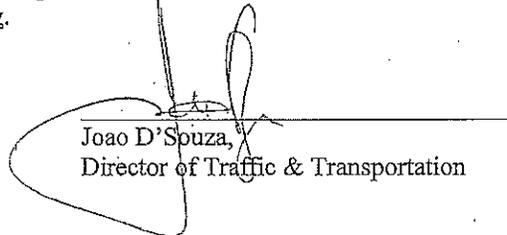
At the request of the Pulaski Skyway Committee, attached for your review and signature, is an Ordinance proposed by this Division, (for Municipal Council approval), amending the parking restrictions on various streets and the traffic regulations at various intersections during the time the northbound lane of the Pulaski Skyway is closed for construction.

These parking and traffic changes are required in order maintain optimum traffic circulation on our City streets during the period of time the northbound lane of the Pulaski Skyway is closed.

Upon your signatures I will messenger the Ordinance to Douglas Carlucci, Aide to the Mayor. It is anticipated this legislation will be on the Agenda for the February 11, 2014 Municipal Council Meeting.

If you have any questions regarding this Ordinance, please feel free to contact Joe D'Souza at ex. 4470, JOAO@icnj.org, or me at ex. 4492, PatriciaL@icnj.org.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

- C: Stanley Huang, P.E., Municipal Engineer
- Robert Byrne, City Clerk
- Robert Kakoleski, Acting Business Administrator
- Muhammed Akil, Chief of Staff
- Douglas Carlucci, Aide to the Mayor ✓
- Jeremy Farrell, Corporation Counsel
- James Shea, Director of Police
- W. Greg Kierce, Director, OEM
- Douglas Greenfeld, Planning



CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

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STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: February 6, 2014

TO: Robert Kakoleski, Acting Business Administrator

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

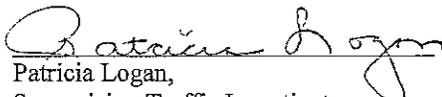
SUBJECT: **PROPOSED ORDINANCE
PULASKI SKYWAY CLOSURE
PARKING AND TRAFFIC AMENDMENTS**

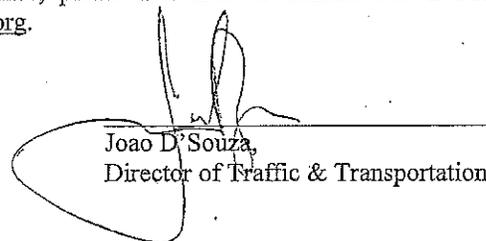
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Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Robert Byrne, City Clerk
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STEVEN M. FULOP
 MAYOR OF JERSEY CITY

MICHAEL RAZZOLI
 DIRECTOR

MEMORANDUM

DATE: February 6, 2014

TO: Council President Rolando Lavarro, Jr.
 City Clerk, Robert Byrne

FROM: Patricia Logan, Supervising Traffic Investigator
 Division of Architecture, Engineering, Traffic and Transportation

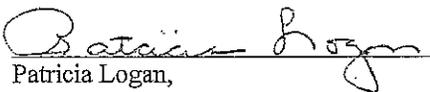
**SUBJECT: PROPOSED ORDINANCE
 PULASKI SKYWAY CLOSURE
 PARKING AND TRAFFIC AMENDMENTS**

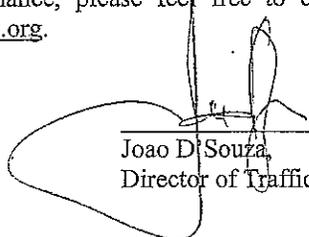
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 Patricia Logan,
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 Douglas Greenfeld, Planning
 Chief Executive Officer Mary Spinello-Paretti, J.C.P.A.
- | | | |
|------------------------|---------------------|---------------------|
| Councilwoman Watterman | Councilman Rivera | Councilman Gajewski |
| Councilman Ramchal | Councilman Boggiano | Councilman Yun |
| Councilwoman Coleman | | |