NW FINANCIAL GROUP, LLC
Exceeding Expectations

2 Hudson Place
Hoboken, NJ 07030

Tel (201) 656-0115
Fax (201) 656-4905

ORIGINAL

February 18, 2014

Ms. Patricia Parkin McNamara
Executive Secretary
Local Finance Board
Department of Community Affairs
101 South Broad Street, CN 803
Trenton, New Jersey 08625-0803

Re: City of Jersey City, New Jersey – Dissolution of Jersey City Parking Authority

Dear Ms. McNamara:

Enclosed is an original and two copies of an Application to the Local Finance Board on behalf of the City of Jersey City. We respectfully request that the Local Finance board consider the Application at the Board's scheduled March 12, 2014 meeting.

A statement signed by the Chairman and certified by the Treasurer of the Jersey City Parking Authority (the "Authority") that identifies the amounts owed to creditors and obligees of the Authority will be submitted under separate cover.

Please call me if you require any additional information or if you have any questions regarding the enclosed Application (201-656-0115). Thank you.

Sincerely,

Michael Hanley
Principal

Enclosure
cc: Members of the Local Finance Board
Resolution Service List

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES

LOCAL FINANCE BOARD APPLICATION

BY THE CITY OF JERSEY CITY, IN THE COUNTY OF HUDSON, NEW JERSEY, TO DISSOLVE THE JERSEY CITY PARKING AUTHORITY.

For Submission to the:

NEW JERSEY LOCAL FINANCE BOARD

Thomas Neff, Director

Patricia McNamara, Executive Secretary

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES

LOCAL FINANCE BOARD

APPLICATION DATA

APPLICANT'S NAME: **City of Jersey City**

ADDRESS: **City Hall, 280 Grove Street**

Jersey City, New Jersey 07302

OK

COUNTY: **Hudson**

ID #: **22-6002013**

YEAR: **2014**

—18593

Proposed Dissolution of Parking Auth.

APPLICABLE STATUTE TO WHICH APPLICATION IS BEING SUBMITTED: **N.J.S.A. 40A:5A-20**

AMOUNT FOR WHICH APPLICATION IS BEING SUBMITTED: **N/A**

CONTACT PERSON: **Michael Hanley**

TITLE: **Financial Advisor**

ORGANIZATION/FIRM: **NW Financial Group, LLC**

ADDRESS: **2 Hudson Place**

Hoboken, New Jersey 07030

PHONE NUMBER: **(201) 656-0115**

SIGNATURE:

DATE: **February 18, 2014**

Auth #2777

DATE OF HEARING ________

SCHEDULED TIME ________

REFERENCE FILE ________

LFB ACTION ________

WP DOC # ________

RESOLUTION SERVICE LIST

ACTING BUSINESS ADMINISTRATOR

NAME: **Robert J. Kakoleski**

ADDRESS: **City Hall**

280 Grove Street

Jersey City, New Jersey 07302

PHONE NUMBER: **(201) 547-6540**

CHIEF FINANCIAL OFFICER

NAME: **Donna Mauer**

ADDRESS: **City Hall**

280 Grove Street

Jersey City, New Jersey 07302

PHONE NUMBER: **(201) 547-5042**

CHIEF EXECUTIVE OFFICER OF THE PARKING AUTHORITY

NAME: **Mary F. Paretti**

ADDRESS: **Jersey City Parking Authority**

394 Central Ave

Jersey City, New Jersey 07307

PHONE NUMBER: **(201) 653-6969**

SPECIAL COUNSEL

NAME: **George Hanley, Esq.**

ADDRESS: **Weiner Lesniak LLP**

629 Parsippany Road, P.O. Box 0438

Parsippany, New Jersey 07054

PHONE NUMBER: **(973) 403-1100**

FINANCIAL ADVISOR

NAME:	**Michael Hanley** 32807
ADDRESS:	**NW Financial Group, LLC**
	2 Hudson Place
	Hoboken, New Jersey 07030
PHONE NUMBER:	**(201) 656-0115**

AUDITOR

NAME:	**Frederick Tomkins** 31783
ADDRESS:	**Donohue Gironda & Doria**
	310 Broadway
	Bayonne, New Jersey 07002
PHONE NUMBER:	**(201) 437-9000**

EXECUTIVE SUMMARY

The City of Jersey City in the County of Hudson (the "City"), is submitting this application pursuant to N.J.S.A. 40A:5A-20 to obtain the Local Finance Board's approval of an ordinance dissolving the Jersey City Parking Authority ("JCPA") and assigning its powers to City departments (the "Dissolution Ordinance"). The dissolution of the JCPA will provide the City with significant annual savings and result in operational efficiencies and relief to local residents, all as more particularly decribed in this Application and its Exhibits.

Background: The Statutory Requirements for the Dissolution of an Authority

N.J.S.A. 40A:5A-20 provides that a municipality (which has established an authority) shall have the power to dissolve the authority by means of an ordinance approved by the Local Finance Board prior to final adoption by the municipality. According to the statute, the Local Finance Board "shall approve the dissolution if it finds that the ordinance...makes adequate provision (in accordance with a bond resolution or otherwise) for the payment of all creditors or obligees of the authority, and that adequate provision is made for the assumption of those services provided by the authority which are necessary for the health, safety, and welfare of the recipients of those services."

The City respectfully requests that the Board determine that the statutory requirements for the dissolution of the JCPA have been satisfied and that, by the combination of the Dissolution Ordinance, the City will have appropriately made adequate provision for the payment of all outstanding obligations and liabilities of the JCPA and will assume all of the services provided by the JCPA which are necessary to continue such services for the residents and visitors of the City, all as more particularly described herein.

Attached hereto as Exhibit A is a copy of the Dissolution Ordinance, which was introduced by the City Council on February 11, 2014 and is expected to be adopted on second reading on March 12, 2014.

Payment of JCPA Creditors and Obligees

The Dissolution Ordinance provides for the dissolution of the JCPA and the assumption of service responsibility by the City effective three months after the adoption of the Dissolution Ordinance. Prior to that time, the JCPA will continue to operate its system, but the City will begin to pay certain costs associated with the dissolution, as identified below.

As of the date hereof, the JCPA has $6,514,986.75 in total outstanding liabilities, consisting of the following:

1) $5,914,683 in outstanding bond payments owed to the City under a Funding Agreement for the repayment of certain bonds issued by the City for the financing of the acquisition of the JCPA's Central Avenue Headquarters;
2) $83,756.20 in outstanding lease payments on JCPA vehicles ; and

3) $516,547.55 in accrued sick and vacation time that was owed to JCPA employees and that will be paid upon separation;

Since the $5,914,683 in outstanding bond payments is owed to the City under a Funding Agreement related to certain bonds issued by the City, the City does not need to bond for the payment of such obligations and will continue to pay debt service on such bonds. In addition, the City plans to assume the $83,756.20 in outstanding lease payments related to certain JCPA vehicles, so no debt will be utilized to fund the costs thereof.

If and to the extent that JCPA funds on hand are insufficient to pay the balance of the obligations and liabilities of the JCPA (other than those identified above), the City presently expects to fund such costs in its 2014 Budget, including, but not limited to, the funding of the accrued vacation, personal, and sick time owed to JCPA employees.

In order to make a final determination as to outstanding obligations and liabilities due and owing for the JCPA and in accordance with the requirements of the Local Authorities Fiscal Control Law, the JCPA will provide a comprehensive statement of obligations signed by the Chairman and certified by the Treasurer of the JCPA, to be submitted under separate cover as Exhibit C.

JCPA Services to be Assumed by City

Effective three months after the adoption of the Dissolution Ordinance, the services and functions provided currently by the JCPA will be subsumed into the operations of the City. The services and functions of the Administration Division of the JCPA will be absorbed by the City's Department of Adminsitration. The services and functions Operations Division of the JCPA will be absorbed primarily by the City's Department of Public Works ("DPW"). Lastly, the functions of the Enforcement Division of the JCPA will be carried out by new Parking Enforcement Unit within City's Department of Public Safety ("DPS"). As functions are subsumed into City operations, the JCPA's employees' positions will be terminated and many will be rehired as City employees. A study as to the merger of the JCPA's operations into the City, performed by Weiner Lesniak LLP, is attached as Exhibit B hereto.

Cost Savings Provided by the Dissolution of the JCPA

Over the last five years, the City has commissioned several studies and performed internal analysis to identify ways to improve operational efficiencies and to provide financial relief to City residents. These studies have demonstrated savings opportunities created by the dissolution of the JCPA and the assumption of these services and functions by the City. In particular, there are several divisions within the JCPA and various City departments that are redundant and will be eliminated as a resultof the dissolution of the JCPA and the assumption of its services by the City. Based on CY2013 Budget Appropriations, the total annual savings are estimated to be approximately $1.67 million.

Examples of redundant, duplicated, or eliminated functions are:

1) Handling of personnel, health benefits, payroll, human resources and purchasing;

2) Building, parking lot and vehicle maintenance;

Estimated Savings from JCPA Dissolution

Division	JCPA Salaries[1]	City Salaries After Dissolution[2]	Savings
Administration	$ 972,588.32	$ 340,000.00	$ 632,588 32
Enforcement	1,985,588 64	1,721,551.00	264,037.64
Operations	676,836.80	330,151 00	346,685.80
Total	$ 3,635,013.76	$ 2,391,702.00	$ 1,243,311.76
Employee Benefits Savings[2]			$ 435,159.12
Total Savings			**$ 1,678,470.88**

[1]Source: Jersey City Parking Authority

[2]Source· Jersey City Department of Business Administration

Local Finance Board Approval

The City has thoroughly examined the dissolution of the JCPA and the assumption of the JCPA's services and functions by the City and has determined conclusively that the merger will improve the economy and efficiency of City operations. In order to fully effectuate the same, the City respectfully requests that the Local Finance Board provide its approval for final adoption of the Dissolution Ordinance With this application, the City has satisfied the statutory requirements for the dissolution of the JCPA, and requests the Local Finance Board's approval to proceed.

SUBMISSION REQUIREMENTS

PART I	APPLICATION RESOLUTION AND CERTIFICATION
PART II	PROPOSED ISSUANCE OF OBLIGATIONS
PART VII	DISSOLUTION OF AUTHORITY
PART VIII	QUALIFIED BOND ISSUE

EXHIBIT A	DISSOLUTION ORDINANCE
EXHIBIT B	STUDY EVALUATING THE COSTS AND BENEFITS OF MERGING THE JCPA AND THE DEPARTMENT OF PUBLIC WORK
EXHIBIT C	CERTIFICATION BY CHAIRMAN AND TREASURER OF AUTHORITY
EXHIBIT D	LIST OF LOCAL FINANCE BOARD APPLICATIONS FOR THE LAST FOUR YEARS

PART I

STATE OF NEW JERSEY

DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION OF LOCAL GOVERNMENT SERVICES

LOCAL FINANCE BOARD

APPLICATION CERTIFICATION

APPLICANT'S NAME: **City of Jersey City**

I, **Robert J. Kakoleski,** **Acting Business Administrator**
(name) (title)

OF THE **City of Jersey City**
(applicant)

DO HEREBY DECLARE:

That the documents submitted herewith and the statements contained herein are true to the best of my knowledge and belief; and

That this application was considered and its submission to the Local Finance Board approved by the governing body of the City of Jersey City on Tuesday, February 11, 2014; and

That the governing body of the City of Jersey City has notified each participating local unit of its submission of this application to the Local Finance Board and has made available to each, a true copy of this application.

Robert J. Kakoleski, Acting Business Administrator

ATTEST:

(date)

PART II

PROPOSED ISSUANCE OF OBLIGATIONS

1) Type of Obligation

- ________ General Obligation Bond
- ________ Revenue Bond
- ________ Special Obligation Bond
- ________ Qualified Bond
- ________ School Qualified Bond
- ________ Project Note (BAN)
- ________ Grant Anticipation Note
- ________ Other: N/A

2) Purpose of Proposed Financing

- ________ Permanently finance the construction, Improvement or acquisition of facilities, infrastructure, equipment, etc.
- ________ Permanently finance the demolition costs
- ________ Renew outstanding temporary obligations
- ________ Advance refund outstanding permanent obligations
- ________ Current Refunding Issue

N/A

3) Amount of Proposed Financing

- N/A Proposed to be issued
- N/A Maximum to be authorized

4) Tax Implications:

Is issue Tax exempt?	N/A
Is issue Taxable?	N/A
Is issue mixed?	N/A
Are Private Activity Bonds utilized?	N/A

Is volume cap allocation necessary? N/A

If yes. has volume cap allocation been received?

N/A	N/A
(yes)	(no)

From whom: ______

For how much: ______

Will the 1986 Tax Reform Act or any proposed changes to the Act impose restrictions as to the type of financing and/or limitation on debt structuring?

If yes Describe: N/A

5) DESCRIPTION OF OBLIGATION:

(A) Short term Obligations (if applicable

Proposed Interest Rate: **N/A**

Maximum Interest Rate: **N/A**

(B) Permanent Bonds

Proposed Interest Rates	Maximum Interest Rates
From **N/A** To **N/A**	From **N/A** To **N/A**

(C) Maturities

Serial Maturities from: **N/A** to **N/A**

(D) Amortization (check one)

__________ Bullet Maturity

__________ Level Principal

__________ Level Debt Service

__________ Other: **N/A**

(E) If the obligations will have a variable interest rate, answer the following questions:

N/A

(1) Explain the benefit in issuing variable rate bonds.

(2) What are the administrative costs anticipated from the issuance and renewal of the variable rate bonds?

(3) Explain the benefit in issuing variable rate bonds

(4) What are the administrative costs anticipated from the issuance and renewal of the variable rate bonds?

(5) Under what circumstances can the variable rate be converted to a fixed rate and what is the conversion fee?

(F) Security pledge for Repayment of Obligations

	TYPE	JURISDICTION PROVIDING SECURITY
______	Ad Valorem Taxation	______
______	Revenue/Charges	______
______	Service Agreement	______
______	Lease/Purchase Agreement	______
______	County Deficiency Agm.	______
______	Unconditional Guaranty	______
X	Other (describe):	**N/A**

6) Credit & Rating Matters

a) Ratings

____	Moody's	____ Confirmed	____ Applied For	____ Expected
____	S&P	____ Confirmed	____ Applied For	____ Expected
____	Fitch	____ Confirmed	____ Applied For	____ Expected

b) Bond Insurance ______ Yes ______ No ______ Pending

If yes – Provider ______

Amount ______

Confirmed

c) Letter of Credit ______ Yes ______ No

If yes – Provider ______

Amount ______

Confirmed ______________________

d) Other Credit or Liquidity Support

_______Yes __X__ No

If yes – Provider ______________________

Amount ______________________

Confirmed ______________________

7) Issuance Matters

a) Method of Issuance

Competitive __N/A__

Negotiated __N/A__

b) Amount of outstanding debt prior to issue **$797,608,269**

c) Net debt expressed as a percentage of equalized valuations of taxable real estate prior to issue (if applicable) **2.602%**

d) Net debt expressed as a percentage of equalized valuations of taxable real estate after the issue (if applicable) **2.602%**

e) Provide a recapitulation of applicant's indebtedness issued and outstanding as of the date of the application

See Net Debt Statement on the following page

Net Debt Statement
As of December 31, 2013

<u>Issued:</u>	
General:	
General Improvement Bonds	418,302,950.00
Green Trust Loans	1,360,964.00
HCIA Pooled Loans	722,223 00
Tax Refunding Notes	11,097,000 00
Bond Anticipation Notes	28,339,000.00
Water Improvement Bonds	34,450,000 00
School Improvement Bonds	55,220,000.00
Pension Refunding Bonds	41,960,000.00
Total Gross Statutory Debt Issued	591,452,137 00
Debt of JCMUA Guaranteed by City	206,156,132.00
	797,608,269 00
Less Statutory Deductions to Debt Limit:	
Debt of JCMUA Guaranteed by City	206,156,132.00
Receivable from JCMUA for Issued Water Debt	34,450,000 00
Bonds and Notes for School Purposes	55,220,000 00
NJSA40A:2-52 Refunding Bonds - Pension Refunding	41,960,000 00
NJSA40A.2-52 Refunding Bonds - Tax Appeal Refunding	11,097,000.00
Net Debt Issued	448,725,137.00
<u>Authorized but not Issued:</u>	
General Improvements	27,014,831.00
Water Improvements	21,467,528 00
School Improvements	6,216,027.00
Total Authorized but not Issued	54,698,386.00
Less Statutory Deductions to Debt Limit:	
Bonds and Notes for School Purposes	6,216,027.00
Receivable from JCMUA for Issued Water Debt Authorized but not Issued	21,467,528.00
Net Debt Authorized but not Issued	27,014,831.00
Net Bonds and Notes Issued and Authorized but not Issued	475,739,968 00
Net Debt as a Percent of Equalized Valuation Basis	2 602%

f) Provide a proposed maturity schedule indicating annual debt service payments broken down by principal and interest subsequent to the issuance of the proposed obligations

N/A

8) Provide the Sources and Uses of the Proposed Issue

N/A

9) Budget and Audit Submission Requirements

a) Has the current years budget been approved and adopted by the Division of Local Government Services

No

b) Has the previous year's audit been completed and submitted to the Division of Local Government Services

No

c) Provide a statement of the impact on the local unit or units budget, debt service requirements, debt service ratings, local tax rate and service fees if the proposed project is implemented or the proposed project financing is undertaken.

Based on the most recent JCPA audited financial statements, the proposed dissolution of the JCPA will result in the City realizing an additional $5.8 million in revenue from parking revenue, lot rental revenue, and enforcement revenue from parking operations. In addition, the City will be able to operate the parking system more efficiently than the JCPA and the proposed dissolution of the JCPA would lead to a reduction in operating expenses of approximately $1,164,946.30. This is the equivalent to a decrease in the tax rate of approximately $0.02, which would represent a decrease to the average home ($92,600) of $18.52 per year. This number is derived by subtracting the outstanding accrued sick and vacation time for JCPA employees from the total annual savings associated with the generated efficiencies.

d) Has the annual Debt Statement been submitted to the Division of Local Government Services (if applicable)

Yes

e) Has the Supplemental Debt Statement for this proposed issuance of obligations been submitted to the Division of Local Government Services (if applicable)

N/A

f) Has the Capital Budget been adopted (if applicable)

No

10) Provide a certified copy of an introduced ordinance and/or resolution adopted by the local unit indicating the Intent of the local unit for the issuance of the proposed obligation(s).

N/A

PART VII

DISSOLUTION OF AUTHORITY

A) Provide a copy of the proposed ordinance(s) or resolution(s) to dissolve the Authority. The ordinance(s) or resolution(s) shall make adequate provision in accordance with a financing agreement and/or security agreement of otherwise for the payment of all creditors or obligees of the Authority and assure that adequate provision for the assumption of those services provided by the Authority which are necessary for the health, safety and welfare of the recipients of those services will be maintained.

Please see Exhibit A for a copy of the Dissolution Ordinance dissolving the JCPA.

B) Provide a statement signed by the chairman and certified by the treasurer of the Authority, identifying the amounts owing to creditors and obligees of the Authority. This statement must be prepared by a date not more than thirty days preceding the submission to the Local Finance Board.

A copy of the certification of the Chairman and Treasurer of the JCPA will be submitted under separate cover.

C) Provide a statement of the impact on the local unit or units budget, debt service requirements, debt service ratings, local tax rate and service fees if the dissolution of the Authority is implemented.

Based on the most recent JCPA audited financial statements, the proposed dissolution of the JCPA will result in the City realizing an additional \$5.8 million in revenue from parking revenue, lot rental revenue, and enforcement revenue from parking operations. In addition, the City will be able to operate the parking system more efficiently than the JCPA and the proposed dissolution of the JCPA would lead to a reduction in operating expenses of approximately \$1,164,946.30. This is the equivalent to a decrease in the tax rate of approximately \$0.02, which would represent a decrease to the average home (\$92,600) of \$18.52 per year. This number is derived by subtracting the outstanding accrued sick and vacation time for JCPA employees from the total annual savings associated with the generated efficiencies.

D) Provide a statement of the description and the amount of permissible expenditures, if any, requested to be transferred to the local unit or units budget and certified by the Local Finance Board.

The dissolution of the JCPA will transfer approximately \$2,391,702 in salaries and wages, \$837,095 in fringe benefits and \$1,032,951 in other operating expenses from the JCPA to the City's budget.

E) Provide a copy or copies of the bond ordinance(s) or resolution(s) proposed to be adopted by the local unit or units authorizing the issuance of obligations in furtherance of the dissolution of the Authority.

N/A

F) Fee Schedule

N/A

PART VIII

QUALIFIED BOND ISSUE

A) Provide a breakdown of applications submitted to the Local Finance Board for the previous four years

See Exhibit D

B) What is the amount of annual Qualified Bond debt service payments prior to this issue

For Calendar Year 2014 - $46,848,023

C) What is the amount of the proposed annual Qualified Bond debt service payments if this issue is approved

For Calendar Year 2014 - $46,848,023

D) What is the amount of Qualified Bond revenues eligible to be pledged against debt service payments

For Calendar Year 2013 - $63,844,685

E) Have the required Qualified Bond reports been submitted to the Division of Local Government Services, pursuant to the Local Finance Board resolution If not explain reason.

Yes

EXHIBIT A

DISSOLUTION ORDINANCE AND APPLICATION RESOLUTION

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:

CERTIFIED to be a true copy of an Ordinance introduced by the Municipal Council of the City of Jersey City at the meeting of February 11, 2014

Tolonda Ross, Deputy City Clerk

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[~~.~~] <u>, and Division of Parking Enforcement.</u>

C. through F. No change.

§3-85. through §3-90. No change.

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

<u>There shall be a Division of Parking Enforcement, the head of which shall be the Director of Parking Enforcement.</u>

<u>A. The Division of Parking Enforcement shall perform the following functions:</u>

<u>(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.</u>

<u>(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.</u>

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

<u>(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.</u>

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

Corporation Counsel

APPROVED:

APPROVED:

Business Administrator

Certification Required ☐
Not Required ☐

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

City Clerk File No. Res. 14.082

Agenda No. 10.J

Approved: FEB 11 2014

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-20 AND N.J.S.A. 40A:3-4 AND ITS PREVIOUS CONDITIONAL APPROVAL

COUNCIL **Offered and Moved Adoption of the Following Resolution:**

WHEREAS, the Municipal Council of the City of Jersey City, in the County of Hudson, New Jersey [City] desires to adopt (i) an ordinance dissolving the Jersey City Parking Authority [Dissolution Ordinance] and (ii) a bond ordinance [Bond Ordinance] providing for the issuance of one or more series of bonds of the City [Bonds], and notes in anticipation thereof, in order to finance the costs in furtherance of the dissolution of the Jersey City Parking Authority; and

WHEREAS, in connection with various previous applications by the City to the New Jersey Local Finance Board (including specifically its applications in connection with certain bonds and refunding bonds issued under the Municipal Qualified Bond Act, N.J.S.A. 40A:3-1 et seq. [MQBA] and the School Qualified Bond Act, N.J.S.A. 18A:24-85 et seq., the Local Finance Board has heretofore conditioned its approvals upon the undertaking by the City that, for the duration of such bond issues, all future capital authorizations shall require approval from the Local Finance Board; and

WHEREAS, the City wishes to issue the Bonds in the form of "qualified bonds" entitled to the benefits of the MQBA; and

WHEREAS, the City believes that:

(a) it is in the public interest to accomplish such purpose;

(b) such purpose complies with the requirements of the MQBA;

(c) the purpose is for the health, welfare, convenience or betterment of the inhabitants of the City;

(d) the amounts to be expended for such purpose is not unreasonable or exorbitant and is consistent with the requirements of the MQBA; and

(e) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City; and

WHEREAS, the Municipal Council of the City desires to make application to the Local Finance Board for (i) its approval of the adoption of the Dissolution Ordinance and the Bond Ordinance, and (ii) its approval of the issuance of, and of the proposed maturity schedule for such Bonds, to be issued in the form of "qualified bonds" under the MQBA; and

WHEREAS, the City believes that the maturity schedules contained in the Application to the Local Finance Board are in the best interests of the City.

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

CERTIFIED to be a true copy of a RESOLUTION adopted by the Municipal Council of the City of Jersey City at the meeting of 2/11/14
Deputy City Clerk

Continuation of Resolution ______________________ Pg. # 2

City Clerk File No Res. 14.082

Agenda No. 10.J FEB 11 2014

TITLE:

RESOLUTION OF THE CITY OF JERSEY CITY AUTHORIZING AN APPLICATION TO THE NEW JERSEY LOCAL FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-20 AND N.J.S.A. 40A:3-4 AND ITS PREVIOUS CONDITIONAL APPROVAL

1. The Application to the Local Finance Board is hereby approved. The City's Bond Counsel, Chief Financial Officer, Business Administrator and Financial Advisor, along with other representatives of the City, are hereby authorized to prepare such application,

   to file such application with the Local Finance Board and to represent the City in all matters pertaining thereto.

2. The Clerk is hereby directed to prepare and file copies of this Resolution, the Dissolution Ordinance and the Bond Ordinance with the Local Finance Board as part of such application.

3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute, including causing its consent to be endorsed upon certified copies of the Dissolution Ordinance and the Bond Ordinance.

4. This Resolution shall take effect immediately upon its adoption.

JM/he
1/29/14

APPROVED: ______________________

APPROVED: ______________________
Business Administrator

APPROVED AS TO LEGAL FORM

____
Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14

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

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

Adopted at a meeting of the Municipal Council of the City of Jersey City N J.

____
Rolando R Lavarro, Jr, President of Council

____
Robert Byrne, City Clerk

EXHIBIT B

STUDY EVALUATING THE COSTS AND BENEFITS OF DISSOLVING THE JCPA AND MERGING ITS OPERATIONS INTO CITY OPERATIONS

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

George T Hanley, Esq.

and

Brian M. Hak, Esq.

WEINER | LESNIAK LLP

629 Parsippany Road
P O Box 0438
Parsippany, New Jersey 07054
Phone 973-403-1100 / Fax: 973-403-0010

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) <u>CBA with Production Workers Union Local #148</u>

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) <u>CBA with United Industrial Workers of North America</u>

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 competiveness 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

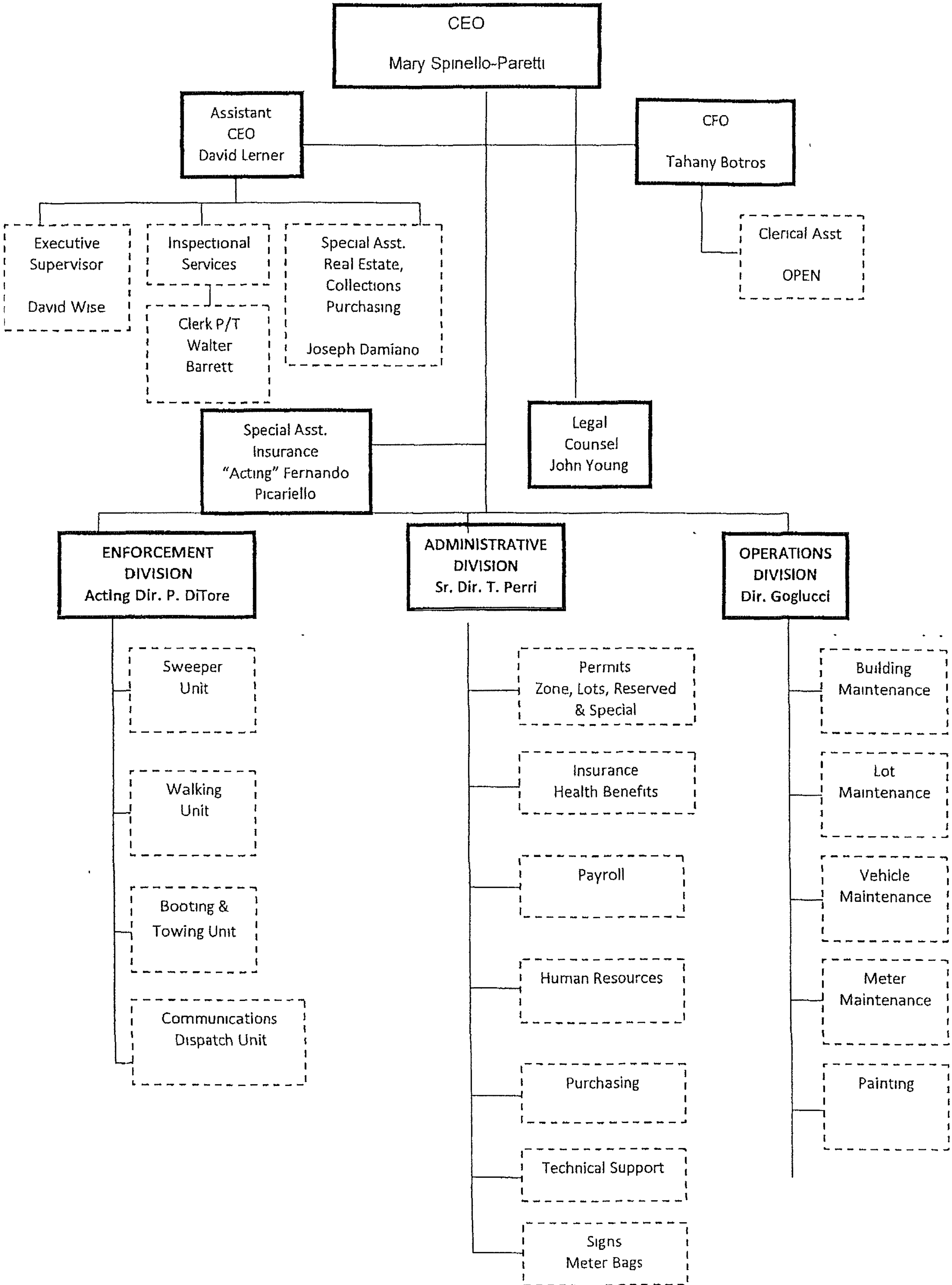

CEO
Mary Spinello-Paretti
Assistant CEO David Lerner
CFO Tahany Botros
Executive Supervisor David Wise
Inspectional Services
Clerk P/T Walter Barrett
Special Asst. Real Estate, Collections Purchasing Joseph Damiano
Clerical Asst OPEN
Special Asst. Insurance "Acting" Fernando Picariello
Legal Counsel John Young
ENFORCEMENT DIVISION Acting Dir. P. DiTore
ADMINISTRATIVE DIVISION Sr. Dir. T. Perri
OPERATIONS DIVISION Dir. Goglucci
Sweeper Unit
Walking Unit
Booting & Towing Unit
Communications Dispatch Unit
Permits Zone, Lots, Reserved & Special
Insurance Health Benefits
Payroll
Human Resources
Purchasing
Technical Support
Signs Meter Bags
Building Maintenance
Lot Maintenance
Vehicle Maintenance
Meter Maintenance
Painting

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	EXECTUTIVE 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	4/1/209	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	KARAGEORGIOU, 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

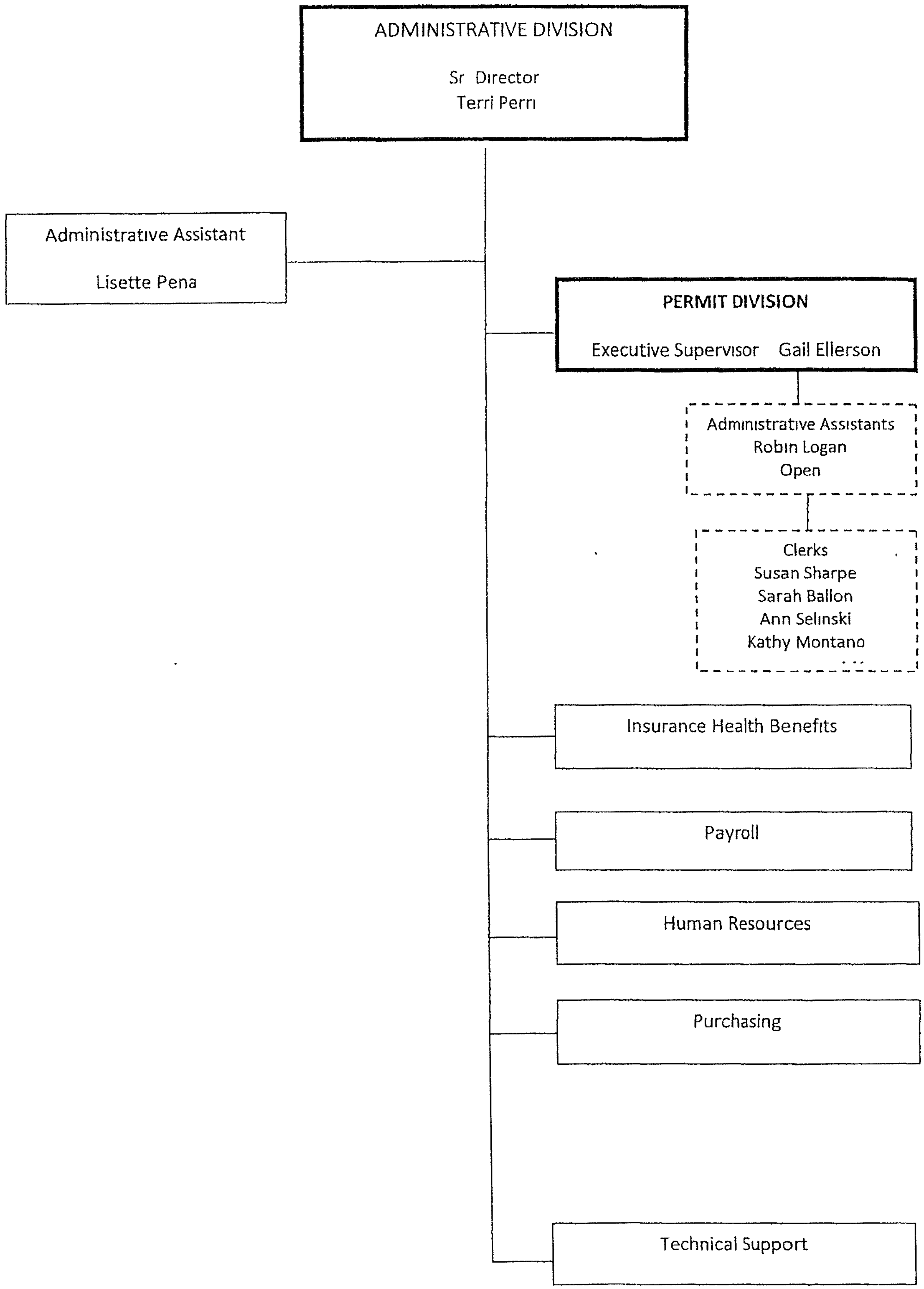
10/22/13 Board Confirmed my request to make 4 Part-Time employees full-time effective 11/1/13; These employees will Cover gaps Created by employees leaving and/or applying for permanent disability

Michael Zubrowski - Pension Disability - Rosalie Laureano, Paul Lupan & Sarah Ballon have applied for permanent disability

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

Roselyn Piccillo 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

Violation Fine Comparison						
Violations	Jersey City	Hoboken	No. Bergen	WNY	Bayonne	Union City
Sweeper	42	45	32	35	23	35
Prohibited Area	42	45	32	61	54	37
Emergency No Parking	42	38	50	N/A	54	Police
Bus Stop	54	53	50	61	23	40
Handicapped	250	Police	290	Police	Court Appearance	Court Appearance
Loading Zone	42	45	50	Police	54	Police
No Valid Permit	42	68	40	55	58	53
No Stopping or Standing	42	45	50	61	54	37
Commercial Vehicles	125	75	78	Police	Police	Police
Overtime Meter	29	30	25	25	23	25
No Parking Snow Emergency		60				

Title 39 fines are assessed by the state their most recent fines are listed below						
Violation	**2003**	**2004**				
Improper Paring within	47	54				
an intersection						
Improper Parking on a	47	54				
corsswalk						
Improper parking in front of	47	54				
a Driveway						
Improper Paring within 25'	47	54				
of a crosswalk						
Improper parking on a	47	54				
sidewalk						
Improper Parking within	47	54				
50' of a stop sign						
Improper Parking within 10'	47	54				
of a Fire Hydrant						
Improper parking within 50'	47	54				
of a railroad						
The above violations are similar to what Municipal Ordinaces violations for prohibited areas would be written under						

Proposed Violation Rate Increases - Estimated Increased Revenue 2011 Tickets					
Violation	2011 Tickets	Current Fine	1st Yr Increase	2nd Yr Increase	3rd Yr Increase
	Issued	$ 42.00	$ 47.00	$ 47.00	$ 52.00
Alternate Side/Sweeper	111,685	$ 4,690,770.00	$ 5,249,195.00	$ 5,249,195 00	$ 5,807,620.00
		$ 42.00	$ 47.00	$ 52.00	$ 57.00
Prohibited Area	27,755	$ 1,165,710.00	$ 1,304,485.00	$ 1,443,260.00	$ 1,582,035.00
		$ 42.00	$ 47.00	$ 52.00	$ 57.00
Prohibited Posted	1,933	$ 81,186.00	$ 90,851.00	$ 100,516.00	$ 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
		$ 42.00	$ 47.00	$ 50.00	$ 55.00
Loading Zone	2,203	$ 92,526.00	$ 103,541.00	$ 110,150.00	$ 121,165.00
		$ 42.00	$ 47.00	$ 50.00	$ 54.00
Emergecy No Parking	606	$ 25,452.00	$ 28,482.00	$ 30,300.00	$ 32,724.00
		$ 42.00	$ 50.00	$ 55.00	$ 60.00
No Valid Permit	12,520	$ 525,840.00	$ 626,000.00	$ 688,600.00	$ 751,200.00
		$ 29.00	$ 30.00	$ 30.00	$ 32.00
Overtime Meter	44,029	$ 1,276,841.00	$ 1,320,870.00	$ 1,320,870.00	$ 1,408,928.00
2011	**215978**	**$ 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.

Tickets issued under Title 39						
	Tickets issued	Ticket Amount	Total Potential	JCPA %	City's Portion of	
Violation	1/10-12/31/10		Revenue	$8.00	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. Anually, the city writes off approximately $1million.

Another problem with collecting this revenue is Judges tend to merge parking violaitons 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 Municipal Ordinance Violations 2011					
	Tickets issued	Ticket Amount	Total Potential	JCPA %	City's Portion of
Violation	Jan - Dec 2011		Revenue	$8.00	Revenue
Sweeper	111,685	42	4,690,770	$ 893,480.00	$ 3,797,290.00
Meter	44,029	29	1,276,841	$ 352,232.00	$ 924,609.00
Prohibited Area	27,755	42	1,165,710	$ 222,040.00	$ 943,670.00
Commercial Vehicle	491	125	61,375	$ 3,928.00	$ 57,447.00
Prohibited Street Posted	1,933	42	81,186	$ 15,464.00	$ 65,722.00
No Valid Permit	12,520	42	525,840	$ 100,160.00	$ 425,680.00
No Stop/Standing	13,513	42	567,546	$ 108,104.00	$ 459,442.00
No Stop/Stand Designated	1,734	42	72,828	$ 13,872.00	$ 58,956.00
Emergency No Parking	606	42	25,452	$ 4,848.00	$ 20,604.00
Bus Stop	6,545	54	353,430	$ 52,360.00	$ 301,070.00
Handicapped	635	250	158,750	$ 5,080.00	$ 153,670 00
Loading Zone	2,203	42	92,526	$ 17,624.00	$ 74,902.00
Parked Wrong Direction	778	42	32,676	$ 6,224.00	$ 26,452.00
	224,427		$ 9,104,930.00	$ 1,795,416.00	$ 7,309,514.00

When the JCPA issues tickets under a Muncipal Ordinace 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

Tickets issued under Title 39					
	Tickets Issued	Ticket Amount	Total Potential	JCPA %	City's Portion of
Violation	Jan-Dec 2011		Revenue	$8.00	Revenue
Prohibited	1775	54	95,850	$ 14,200.00	$ 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		**$ 9,579,536.00**	**$ 1,865,728.00**	**$ 7,713,808.00**

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 $12million 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 violaitons 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 $800,0000 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.

Proposed Violation Rate Increases - Estimated Increased Revenue 2010 Tickets

Violation	2010 Tickets Issued	Current Fine	1st Yr Increase	2nd Yr Increase	3rd Yr Increase
		$ 42.00	$ 47.00	$ 47.00	$ 52.00
Alternate Side/Sweeper	130,293	$ 5,472,306.00	$ 6,123,771.00	$ 6,123,771.00	$ 6,775,236.00
		$ 42.00	$ 47.00	$ 52.00	$ 57.00
Prohibited Area	38,004	$ 1,596,168.00	$ 1,786,188.00	$ 1,976,208.00	$ 2,166,228.00
		$ 42.00	$ 47.00	$ 52.00	$ 57.00
Prohibited Posted	2,357	$ 98,994.00	$ 110,779.00	$ 122,564 00	$ 134,349.00
No Stopping or Standing	495	$ 20,790.00	$ 23,265.00	$ 25,740.00	$ 28,215.00
No Stop/Stand Designated Area	3,779	$ 158,718.00	$ 177,613.00	$ 196,508.00	$ 215,403 00
		$ 42 00	$ 47.00	$ 50.00	$ 55.00
Loading Zone	3,540	$ 148,680.00	$ 166,380.00	$ 177,000.00	$ 194,700.00
		$ 42.00	$ 47.00	$ 50.00	$ 54.00
Emergecy No Parking	492	$ 20,664.00	$ 23,124.00	$ 24,600.00	$ 26,568.00
		$ 42.00	$ 50.00	$ 55.00	$ 60.00
No Valid Permit	12,415	$ 521,430.00	$ 620,750.00	$ 682,825.00	$ 744,900.00
		$ 29.00	$ 30.00	$ 30.00	$ 32.00
Overtime Meter	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
	236,883		**$ 9,681,710.00**	**$ 1,895,064.00**	**$ 7,786,646.00**

When the JCPA issues tickets under a Muncipal Ordinace 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	$25	
July	1,310	19650	25600	32750	
Aug	1,280	19200	25600	32000	
Sept	1,388	20820	27760	34700	
Oct	1,168	17520	23360	29200	
Nov	948	14220	18960	23700	
Dec	909	13635	18180	22725	
Jan	879	13185	17580	21975	
Feb	959	14385	19180	23975	
March	1,373	20595	27460	34325	
April	1,098	16470	21960	27450	
May	1,106	16590	22120	27650	
June	1,299	19485	25980	32475	
Permits Issued	**13717**	**$ 205,755.00**	**$ 273,740.00**	**$ 342,925.00**	
Incrrease 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 Cator Avenue
Storms Avenue	Bergen to Monticello

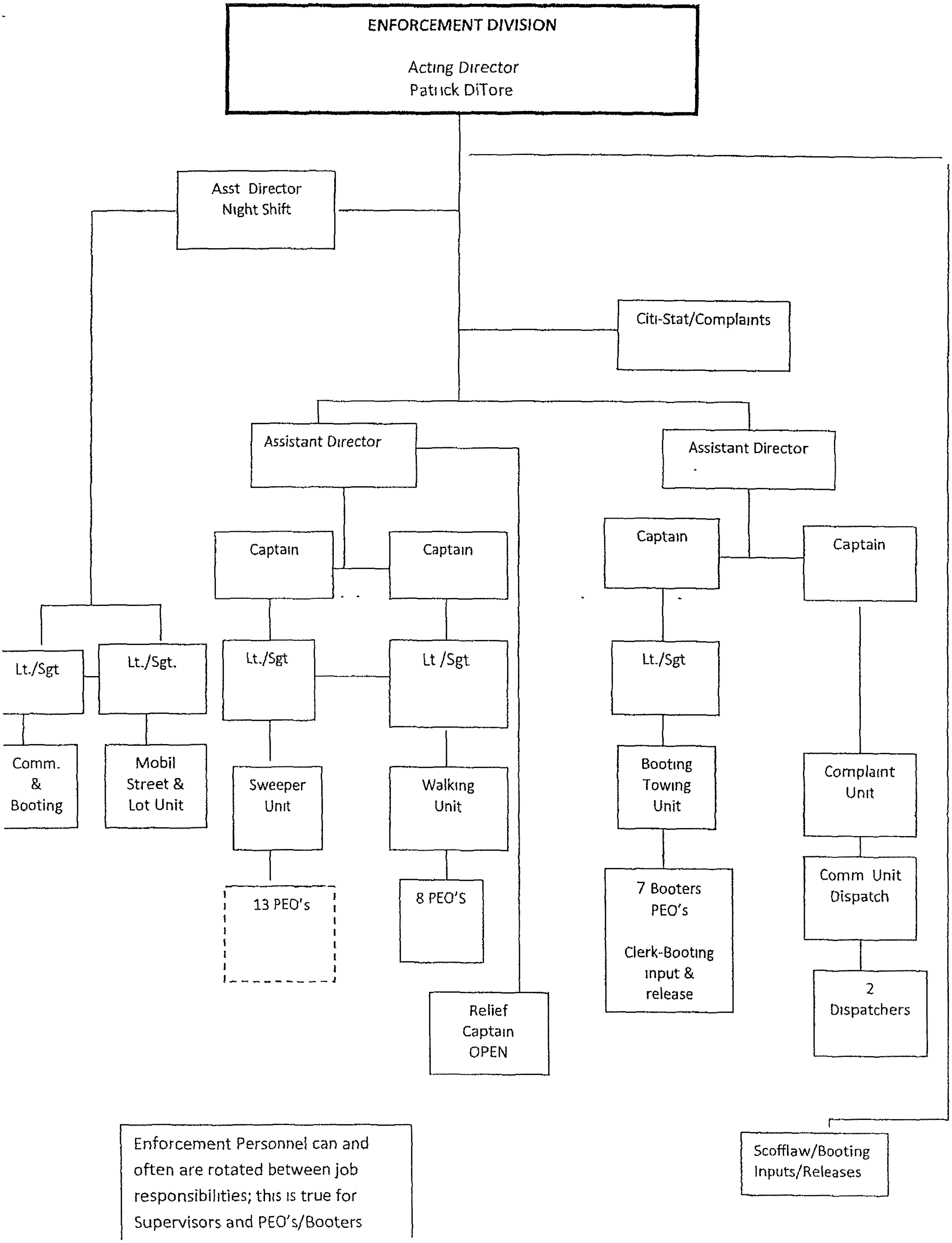
A section that should be added is West Side Avenue from Grant to Audubon, the area directly across from the new charter high school; that area is not zoned or metered

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 2nd 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
Patıick DiTore
Asst Director
Night Shift
Citi-Stat/Complaints
Assistant Director
Assistant Director
Captain
Captain
Captain
Captain
Lt./Sgt
Lt./Sgt.
Lt./Sgt
Lt /Sgt
Lt./Sgt
Comm.
&
Booting
Mobil
Street &
Lot Unit
Sweeper
Unit
Walking
Unit
Booting
Towing
Unit
Complaint
Unit
13 PEO's
8 PEO'S
7 Booters
PEO's
Clerk-Booting
input &
release
Comm Unit
Dispatch
2
Dispatchers
Relief
Captain
OPEN
Scofflaw/Booting
Inputs/Releases
Enforcement Personnel can and often are rotated between job responsibilities; this is true for Supervisors and PEO's/Booters

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-tow (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 JCIA 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 — DIRECTOR Vito Goglucci
  - Assistant Director — Joseph Lopez
    - Foreman *Open*
    - Building Maintenance
    - Lot Maintenance
    - Meter Collection
    - Meter Maintenance
    - Vehicle Maintenance
    - City Projects
  - Executive Supervisor — Vera Araujo
    - Administrative Asst
    - Street Painting Zoning
    - Multi-Space Pay Stations
    - Meter Collection & Count

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]

ATTEST:

Robert Byrne

Municipal Clerk

THE CITY OF JERSEY CITY

By: B. O'Reilly

Business Administrator

[SEAL]

ATTEST:

Christine Pisano

Secretary

PARKING AUTHORITY OF THE CITY OF JERSEY CITY

By: ______________________

Chairman

EXHIBIT A

Payment Schedule

Payment Date	Payment Amount
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

Payment Date	Payment Amount
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. ______________________

Name·
Title. Executive Director

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 13

MOTION BY Sobel

SECONDED BY 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

COMMISSIONER	AYE	NAY	ABSTAIN	ABSENT
Chairman Michael A Holloway	✓			
Commissioner Lonnie Sobel	✓			
Commissioner George Juchnewich	✓			
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 COMMISISONERS 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 3rd 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 2nd 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	2WPMK631WP044063	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	2CNBE13C836933836	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	1GTDT14W2YK174424	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	1GKDT13S6522OO439	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	1CHMH6669IL000277	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	PARTS ONLY
2001	CUSHMAN	1CHMH66611L000368	674	APR. 15	

EXHIBIT J

JERSEY CITY PARKING AUTHORITY VEHICLE ROSTER

6/12/2013

ENFORCEMENT

Year	Make	Model	VIN #	Plate #	PA #			
1996	GO-4	Scooter	SWPMPK636TP044104	MG25452	401			
1997	GO-4	Scooter	2W9MPK639VP044293	MG25466	403			
1996	GO-4	Scooter	2W9MPK637TP044192	MG58781	404			
1997	GO-4	Scooter	2W9MPK63XVP044013	MG25469	406			
1997	GO-4	Scooter	2W9MPK639VP044052	MG25474	407			
1997	GO-4	Scooter	2W9MPK63XVP044058	MG25475	408			
1997	GO-4	Scooter	2W9MPK632VP044118	MG25476	409			
1997	GO-4	Scooter	2W9MPK630VP044117	MG25477	410			
1998	GO-4	Scooter	2W9MPK635WP044017	MG31420	411			
1998	GO-4	Scooter	2W9MPK635WP044020	MG25479	412			
1998	GO-4	Scooter	2W9MPK637WP044066	MG31425	413			
1998	GO-4	Scooter	2W9MPK633WP044064	MG31426	414			
1998	GO-4	Scooter	2W9MPK639WP044067	MG31428	415			
1998	GO-4	Scooter	2W9MPK631WP044063	MG31429	416			
1999	GO-4	Scooter	2W9MPK635XP044035	MG31432	417			
1999	GO-4	Scooter	2W9MPK631XP044095	MG31433	418			
1999	GO-4	Scooter	2W9MPK635XP044102	MG31434	419			
1999	GO-4	Scooter	2W9MPK634YP044030	MG31439	420			
2000	GO-4	Scooter	2W9MPK630YP044090	MG31440	421			
1999	GO-4	Scooter	2W9MPK638XP044093	MG8803	422			
2000	GO-4	Scooter	2W9MPK635YP044120	MG31446	423			
2002	GO-4	Scooter	2W9MPH5532P044159	MG46609	424			
2002	GO-4	Scooter	2W9MPH5592P044165	MG46610	425			
2003	GO-4	Scooter	2W9MPH5573P044201	MG58782	426			
2000	GO-4	Scooter	2W9PMK635YP044070	MG58802	427			
2008	GO-4	Scooter	2W9MPH6128S044588	MG82645	428			
2008	GO-4	Scooter	2W9MPH6148S054589	MG82644	429			
2008	GO-4	Scooter	2W9MPH6108S044590	MG82643	430			
2008	GO-4	Scooter	2W9MPH6128S044591	MG82646	431			
2003	CHEV	ASTRO VAN	1GNDM19X3B128597	MG46617	24			
2003	CHEV	TRACKER	2CNBE13C836933836	MG46619	61			
2006	FORD	EXPLORER	1FMEU72E4GUB02734	MG68783	36			
2006	FORD	EXPLORER	1FMEU72E76UB16952	MG58784	37			
2004	HONDA	CIVIC/NAT GAS	1HGEN26585L000288	MG58787	76			
2008	CHEV	COLORADO	1GCCS14E988211469	MG82633	7			
2009	FORD	ESCAPE	1FMCU93G59KA17825	MG84859	45			
2012	FORD	TRANSIT CON	NMOLS7UAN0CT10427	MG80628	25			

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	1GKDT13S6522OO439	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	NMOLS7AN0CT109427	MG80629	22			
Trucks equipped with snow plows #12, #16 #17								
11 CUSHMANS SCOOTERS AQUIRED FROM JC 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 Paretti		
2009	DODGE	DURANGO	1D8HB38P09F712715	MG84853	42	David Lerner		
2009	FORD	ESCAPE	1FMCU93G59KA17825	MG84859	45	Fernando Picariello		

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 673

PLATE NO: MG80620 GOOD THRU: 04/2015
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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 672

PLATE NO: MG80621 GOOD THRU: 04/2015
VIN: 1CHMH66611L000323
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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 671

PLATE NO: MG74707 GOOD THRU 04/2015
VIN: 1CHMH66621L000282
CUS 2001 NCV 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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 670

PLATE NO. MG74706 GOOD THRU: 04/2015
VIN: 1CHMH6662YL000132
CUS 2000 NCV 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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 681

PLATE NO: MG80622 GOOD THRU: 04/2015
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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 677

PLATE NO. MG80624 GOOD THRU: 04/2015
VIN: 1CHMH66611L000371
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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 676

PLATE NO: MG80623 GOOD THRU: 04/2015
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

Motor Vehicle Commission NEW JERSEY
CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 674

PLATE NO MG80625 GOOD THRU: 04/2015
VIN: 1CHMH66611L000368
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

Motor Vehicle Commission NEW JERSEY

CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 668

PLATE NO: MG74709 GOOD THRU: 04/2015

VIN: 1CHMH66691L000280

CUS 2001 NCV 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 JC20121010211

Motor Vehicle Commission NEW JERSEY

CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 665

PLATE NO: MG74708 GOOD THRU: 04/2015

VIN: 1CHMH66691L000179

CUS 2001 NCV 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 JC20121010209

Motor Vehicle Commission NEW JERSEY

CHIEF ADMINISTRATOR MOTOR VEHICLE COMMISSION

VEHICLE REGISTRATION 609

PLATE NO: MG74705 GOOD THRU: 04/2015

VIN: 1CHMH66691L000277

CUS 2001 NCV 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 JC20121010197

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 bard 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 J Paretti

____
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

TABLE OF CONTENTS

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 Steward every three years. This election shall take place the first week in October. If the Shop Steward is not available, the Assistant Shop Steward shall assume the responsibilities and duties of the Shop Steward.

(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 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 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 bc 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 form 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 employment .... 8 hours per every two months of employment

Second through forth 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 say 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 al the discretion of the Authority. Summer vacation period runs June 15"1 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 31" 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 last date If the grievance is not resolved, the Parking Authority may, within five (5) business days, submit the dispute to binding arbitration 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 Artilce 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 footware. 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

By: Mary F. Paretti

Production Workers
Union Local #148

By: Charles Clemenza

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 employee 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.

<u>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.</u>**

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.

K. N

MPP

MACY Paretti

Kathleen Hunt

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 and 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 form 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 F Paretti
mary F Pareth

____

United Industrial Workers of North America

BY Kathleen Hunt
Kathleen A. Hunt, Representative

____
Christina Guach, Shop Steward

Al Gabriele
Al Gabriele, Committee Member

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 F Paretti
MARY F Paretti
CEO

United Industrial Workers of North America

BY Kathleen 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

	FYE 12 Annlzd 8 Months Unaudited	Fiscal Year 2011 Actual	Fiscal Year 2010 Actual	Fiscal Year 2009 Actual	Fiscal Year 2008 Actual	Fiscal Year 2007 Actual	Fiscal Year 2006 Actual	Fiscal Year 2005 Actual	Fiscal Year 2004 Actual	Fiscal Year 2003 Actual	Fiscal Yei 2002 Actual
REVENUES											
Parking	$ 2,990,600	$ 2,903,065	$ 2,677,566	$ 2,652,392	$ 2,473,294	$ 2,259,812	$ 2,124,152	$ 1,953,091	$ 2,097,459	$ 2,279,774	$ 2,257,5
Lot Rental	184,600	173,597	168,856	161,020	243,192	258,530	191,562	200,595	177,593	164,306 00	172,848
Booting	1,005,684	652,487	533,530	839,655	849,301	539,599	460,216	239,017	155,970	269,744 00	438,060
Towing	34,980	21,665	22,680	22,280	20,140	33,245	50,739	25,225	39,125	72,870 00	28,145
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
Tickets	1,744,404	1,678,784	1,652,580	1,632,116	1,992,936	1,983,342	2,038,790	2,014,759	2,130,924	1,072,841 00	1,034,564
Other	387,259	371,268	345,175	161,776	243,875	243,081	183,224	154,906	68,206	40,818 00	35,673
Total Revenues	7,425,690	7,065,147	6,570,387	6,769,239	7,122,738	6,627,609	6,339,406	5,787,593	5,685,227	5,375,231 00	5,391,876
EXPENSES											
ENFORCEMENT											
Salaries and Benefits	3,184,369	3,138,678	3,040,722	3,381,187	3,139,454	3,300,656	3,135,595	3,018,026	2,818,450 00	2,578,848 00	2,333,498 1
Auto	24,763	15,986	31,254	28,852	30,777	21,730	32,818	82,434	97,427 27	71,802 00	57,387
Office	11,771	11,974	15,613	14,383	14,248	16,504	16,992	19,125	22,774 47	29,846 00	23,056
Communications	-	25	1,980	20,642	15,614	7,786	16,108	27,319	37,510.50	17,843 00	24,797 2
Insurance	190,916	164,696	136,701	153,200	255,949	129,871	103,946	175,663	147,126 56	123,129 00	54,941 7
Uniforms	3,761	3,555	4,339	6,424	9,134	9,111	10,124	15,329	23,718 00	13,801 00	4,755 0
Depreciation	23,752	23,752	42,668	31,541	24,715	31,403	38,378	28,748	49,128 00	45,369 00	57,605 0
Total Enforcement	3,439,352	3,358,667	3,273,277	3,636,229	3,489,891	3,517,061	3,353,961	3,367,644	3,196,134 80	2,880,638 00	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	2,163,168	2,179,038	2,203,443	2,031,318	1,785,844 00	1,585 676 3
Rents	78,300	87,700	159,061	305,573	308,876	369,929	298,393	292,430	291,727	307,604 00	287,394 7
Repairs and Maintenance	15,487	18,509	20,033	43,227	30,228	16,074	22,356	14,530	36,656	24,821 00	20,925 0
Meter Parts	14,761	16,629	14,886	9,156	42,994	25,611	31,989	45,018	22,886	13,582 00	20,005 9
Auto	19,542	1,913	4,680	1,445	13,064	25,505	19,852	26,687	34,236	65,377 00	41,156 0
Office	119,226	98,217	136,254	182,700	107,755	95,229	74,381	66,833	97,469	97,380 00	63,777 4
Convention Meetings	10,894	9,038	16,553	11,660	22,165	30,189	30,704	19,906	36,290	23,587 00	8,469 1
Insurance	286,375	276,863	184,765	153,223	141,674	130,269	123,052	181,474	239,548	119,591 00	61,288 9
Utilities	68,622	76,216	71,842	65,473	56,976	51,706	51,667	37,356	30,847	29,423 00	30,250 3
Communications	41,532	41,990	47,004	31,655	24,333	29,782	16,488	26,123	32,901	29,437 00	33,419 6
Booting	-	-	-	-	-	-	-	-	-	2,132 00	5,613 0
Advertising	1,652	1,726	1,293	2,632	1,087	1,304	480	1,289	900 00	580 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
Depreciation	262,942	262,942	275,225	138,627	110,416	75,707	114,021	124,189	123,164	128,568 00	103,097 00
Legal	90,130	38,499	7,203	15,114	11,638	14,932	46,109	79,773	79,551	38,044.00	72,867 78
Consulting Engineer	39,113	37,591	43,933	79,108	30,219	42,050	51,450	47,650	63,800	65,241 00	42 900 00
Accounting & Audit	57,293	48,025	50,895	46,740	46,265	47,705	38,025	25,000	30,000	30,000.00	29,400 00
Other Professional Fees	8,998	9,610	35,805	18,075	20,640	28,531	15,120	35,559	4,234	4,960 00	1,337 95
Total Operating and Administrative	3,653,145	3,485,553	3,449,002	3,124,892	3,203,140	3,165,724	3,135,536	3,233,021	3,160,087	2,777,082 00	2,429,774 14
TOTAL OP AND ADMIN EXP	$ 7,092,497	$ 6,844,220	$ 6,722,279	$ 6,761,121	$ 6,693,031	$ 6,682,785	$ 6,489,497	$ 6,600,665	$ 6,356,222	$ 5,657,720	$ 4,985,815
Op Income	$ 333,193	$ 220,927	$ (151,892)	$ 8,118	$ 429,707	$ (55,176)	$ (150,091)	$ (813,072)	$ (670,995)	$ (282,489)	$ 406,062
394 Central Principal and Interest	$ (340,073)	$ (336,423)	$ (131,002)								
Lot Sale or Nonrecurring Income			$ 344,150				$ 953,926				
Cash Flow Income	$ 279,815	$ 171,199	$ 379,149	$ 178,286	$ 564,836	$ 51,934	$ 956,234	$ (659,135)	$ (498,703)	$ (108,552)	$ 566,764
Salaries and Benefits Growth Y/Y	120,658	210,473	(14,379)	18,718	(98,530)	149,191	93,164	371,701	485,076	445,518	26,678
% Change Y/Y	2.2%	3 9%	-0.3%	0 35%	-1.80%	2 81%	1 78%	7.66%	11 1%	11 37%	0 69%
2005 to 2012 Change	479,295										
% Change 2005 to 2012	9 2%										
HEALTH INSURANCE	1,188,959	1,076,068	1,043,560	953,141	1,090,383	1,124,742	1,202,999	1,301,106			
NJ PERS	433,865	407,000	302,516	284,769	205,938	118,505	68,915	23,016			
Sal and Bene Change 05-12 ex PERS and Health	180,593										
	3 46%										
7 Yr Grwth Rte ex PERS and Hlth	0 5%										
7 Yr Grwth Rate	1 3%										

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 7-13 G, 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
Dana 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.

Angelica M. Harrison Dated: 6/23/13
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

Resolution 7-13F Meeting of May 28th, 2013

RESOLUTION OF THE JERSEY CITY PARKING AUTHORITY

AMENDING THE BUDGET

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

WHEREAS, the Annual Budget and Capital Budget for the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and ending, June 30, 2014 has been previously presented before the governing body of the Jersey City Parking Authority at its open public meeting of May 28, 2013, ***and the Authority desires to amend its Operating Budget for the year ended June 30, 2014 with the following changes:***

CAPITAL BUDGET	As Introduced 5/28/2013	Change	As Amended 7/23/2013
Total Annual Capital Appropriations	-	29,767	29,767

WHEREAS, the Annual Budget as introduced 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 introduced and amended reflects Total Capital Appropriations of $29,767and Total Unrestricted Net Assets planned to be utilized as funding thereof, of $-0-; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements, and

WHEREAS, the Capital Budget/Program as introduced and amended, pursuant to N.J.A.C. 5 31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

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, including appended Supplemental Schedules, and the Capital Budget/Program of the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and ending, June 30, 2014 is hereby amended and approved, and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements, and

BE IT FURTHER RESOLVED, that the governing body of the Jersey City Parking Authority will consider the Annual Budget and Capital Budget/Program for adoption on July 23, 2013

Moved by:
Seconded by:
RECORDED VOTE:

Commissioner	YES	NO	ABSTAIN	NOT PRESENT
Dana 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.

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

2013

Jersey City Parking Authority Authority Budget

Department Of Community Affairs

Division of Local Government Services

2013

JERSEY CITY PARKING AUTHORITY
AUTHORITY BUDGET

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the approved Budget made a part hereof complies with the requirements of law and the rules and regulations of the Local Finance Board, and approval is given pursuant to N.J.S. 40A.5A-11.

State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services

By: ______________________________ Date: ____________

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the adopted Budget made a part hereof has been compared with the approved Budget previously certified by the Division, and any amendments made thereto This adopted Budget is certified with respect to such amendments and comparisons only

State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services

By. ______________________________ Date: ____________

2013 PREPARER'S CERTIFICATION

JERSEY CITY PARKING AUTHORITY
AUTHORITY BUDGET

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

It is hereby certified that the Authority Budget, including both the Annual Budget and the Capital Budget/Program annexed hereto, represents the members of the governing body's resolve with respect to statute in that; all estimates of revenue are reasonable, accurate and correctly stated, all items of appropriation are properly set forth and in itemization, form and content, the budget will permit the exercise of the comptroller function within the Authority.

It is further certified that all proposed budgeted amounts and totals are correct. Also, I hereby provide reasonable assurance that all assertions contained herein are accurate and all Supplemental Schedules required are completed and attached.

Tahany Botros
(Preparer's signature)

Tahany Botros
(Print Name)

Chief Financial Officer
(Title)

394 CENTRAL AVENUE
(Address)

JERSEY CITY, NEW JERSEY 07307
(City, State, Zip Code)

201-653-6969 / 201-653-7617
(Phone number) (Fax number)

Tahany98@aol.com

2013 APPROVAL CERTIFICATION

JERSEY CITY PARKING AUTHORITY
AUTHORITY BUDGET

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

It is hereby certified that the Authority Budget, including Supplemental Schedules appended hereto, are a true copy of the Annual Budget and Capital Budget/Program approved by resolution by the governing body of the Authority, at an open public meeting held pursuant to N.J A C. 5:31-2.3, on the 28th day of May , 2013.

It is further certified that the recorded vote appearing in the resolution represents a not less than a majority of the full membership of the governing body thereof.

Angelica M Harrison
(Secretary's signature)

Angelica M. Harrison
(Print Name)

Secretary
(Title)

394 CENTRAL AVENUE
(Address)

JERSEY CITY, NEW JERSEY 07307
(City, State, Zip Code)

201-653-6969 / 201-653-7617
(Phone number) (Fax number)

____
(Email Address)

AUTHORITY INFORMATION SHEET
2013

Please complete the following information regarding this Authority:

Name of Authority:	Jersey City Parking Authority			
Address:	394 Central Avenue			
City, State, Zip:	Jersey City		NJ	07307
Phone.	201-653-6969	Fax:	201-653-7617	

Preparer's Name:	Tahany Botros			
Preparer's Address:	394 Central Avenue			
City, State, Zip:	Jersey City		NJ	07307
Phone:	201-653-6969	Fax:	201-653-7617	

Chief Executive Officer:	Mary F. Paretti		
Phone	201-653-6969	Fax:	201-653-7617
E-mail:			

Chief Financial Officer:	Tahany Botros		
Phone:	201-653-6969	Fax:	201-653-7617
E-mail:			

Name of Auditor:	Judy Tutella			
Name of Firm	Spire Group, PC			
Address:	220 South Orange Ave.			
City, State, Zip.	Livingston		NJ	07039
Phone:	973-740-9100	Fax973-740-9102		
E-mail·				

Membership of Board of Commissioners (Full Name)	Title
Michael Holloway	Chairperson
John J. Tarantula	Vice Chair
Angelica M Harrison	Secretary
Aury Masa Nunez	Treasurer
Bhavesh Patel	Commissioner
Matt Schapiro	Commissioner
Albert Cupo	Commissioner

2013 Authority Late Budget Introduction Resolution
JERSEY CITY PARKING AUTHORITY

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

WHEREAS, the regulatory deadline for introduction of Authority's Budget is two months prior to the beginning of its fiscal year (or May 1st), and

WHEREAS, the Authority's budget projections are substantially affected by development within the community as well as by changes in the Authority's operating environment; and

WHEREAS, the Authority had decided to delay the budget introduction by another month to gain clarity, and

WHEREAS, the Authorities budget is now ready for introduction,

NOW, THEREFORE, BE IT RESOLVED by the members of the Jersey City Parking Authority as follows

1. The above recitals are incorporated herein
2. The Board authorizes the late introduction and submission of the budget of the Jersey City Parking Authority for the fiscal year July 1, 2013 to June 30, 2014

Moved by:
Seconded by:
RECORDED VOTE:

Commissioner	YES	NO	ABSTAIN	NOT PRESENT
Michael Holloway	✓			
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 May 28, 2013.

Angelica M Harrison Dated: 5/28/13
Angelica M Harrison, Secretary of the JCPA

Resolution 5-13B Meeting of May 28th, 2013

RESOLUTION OF THE JERSEY CITY PARKING AUTHORITY

INTRODUCING THE BUDGET

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

WHEREAS, the Annual Budget and Capital Budget for the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and ending, June 30, 2014 has been presented before the governing body of the Jersey City Parking Authority at its open public meeting of May 28, 2013; *and*

WHEREAS, the Annual Budget as introduced 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 introduced reflects Total Capital Appropriations of $-0- and Total Unrestricted Net Assets planned to be utilized as funding thereof, of $-0-; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements, and

WHEREAS, the Capital Budget/Program, pursuant to N J A C 5 31-2, does not confer any authorization to raise or expend funds, rather it is a document to be used as part of the said Authority's planning and management objectives Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Jersey City Parking Authority, at an open public meeting held on May 28, 2013 that the Annual Budget, including appended Supplemental Schedules, and the Capital Budget/Program of the Jersey City Parking Authority for the fiscal year beginning, July 1, 2013 and ending, June 30, 2014 is hereby approved, and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements, and

BE IT FURTHER RESOLVED, that the governing body of the Jersey City Parking Authority will consider the Annual Budget and Capital Budget/Program for adoption on July 23, 2013

Moved by:
Seconded by:
RECORDED VOTE:

Commissioner	YES	NO	ABSTAIN	NOT PRESENT
Michael Holloway	✓			
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 May 28, 2013

Angelica M Harrison Dated. 5/28/13

Angelica M. Harrison, Secretary of the JCPA

BUDGET MESSAGE 2013

JERSEY CITY PARKING AUTHORITY
AUTHORITY BUDGET

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

1. Complete a brief statement on the Jersey City Parking Authority proposed Annual Budget and make comparison to the current year's adopted budget. Explain significant increases or decreases, if any.
The current budget shows a lower overall budget, both on the expenses and on the revenues. Booting revenue forecasts have been lowered due to poorer performance during fye 6-30-13 as compared to the prior year. Additionally, ticket revenue forecasts have been lowered slightly from the prior years budget On the expense side, the Authority has continued to implement cost-cutting measures, primarily on not replacing retiring employees and utilizing some part-time peo's. Operational expenses have also been tightly controlled

2. Complete a brief statement on the impact the proposed Annual Budget will have on Anticipated Revenues, especially service charges and on the general purpose/component unit financial statements Explain significant increases or decreases, if any.
See 1 above

3. Describe the state of the local/regional economy and how it may impact the proposed Annual Budget, including the planned Capital Budget/Program.
The economic slow-down has seemed to have reached a plateau, and through effective management of costs, the authority has been able to build a small "cushion".

4. Describe the reasons for utilizing Unrestricted Net Assets in the proposed Annual Budget, i.e. rate stabilization, debt service reduction, to balance the budget, etc.
The 6-30-12 unrestricted net asset utilized is in the amount of $100,000, this is to balance the budget and not additionally increase any fees.

5. If the proposed Annual Budget contains an Accumulated Deficit either existing or anticipated, pursuant to N.J.S.A 40A:5A-12, then an explanation as to reasons for occurrence must be disclosed.
No Accumulated Deficit

2013

AUTHORITY BUDGET

JCPA
(OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

---ANTICIPATED REVENUES---

OPERATING REVENUES	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
SERVICE CHARGES	A-1		
CONNECTION FEES	A-2		
PARKING FEES	A-3	$4,084,000	$4,237,786
OTHER OPERATING REVENUES	A-4	$3,096,073	$3,235,437
TOTAL OPERATING REVENUES	**R-1**	$7,180,073	$7,473,223

NON-OPERATING REVENUES	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
OPERATING GRANTS & ENTITLEMENTS	A-5		
LOCAL SUBSIDIES & DONATIONS	A-6		
INTEREST ON INVESTMENTS AND DEPOSIT	A-7	$1,500	$3,000
OTHER NON-OPERATING REVENUES	A-8		
TOTAL NON-OPERATING REVENUES	**R-2**	$1,500	$3,000
TOTAL ANTICIPATED REVENUES (R-1 + R-2)	B-1	$7,181,573	$7,476,223

2013

AUTHORITY BUDGET

JCPA
(OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

---BUDGETED APPROPRIATIONS--

--OPERATING APPROPRIATIONS--

ADMINISTRATION	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
SALARY & WAGES		$1,669,631	$1,683,362
FRINGE BENEFITS		$823,624	$902,778
OTHER EXPENSES		$176,000	$195,533
TOTAL ADMINISTRATION	E-1	$2,669,255	$2,781,673

COST OF PROVIDING SERVICES	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
SALARY & WAGES		$1,868,592	$2,002,370
FRINGE BENEFITS		$1,324,255	$1,270,262
OTHER EXPENSES		$1,032,951	$1,068,866
TOTAL COST OF PROVIDING SERVICES	E-2	$4,225,798	$4,341,498
TOTAL PRINCIPAL PAYMENTS ON DEBT SERVICE IN LIEU OF DEPRECIATION	D-1	$202,612	$171,905
TOTAL OPERATING APPROPRIATIONS (E-1 + E-2 + D-1)	B-2	$7,097,665	$7,295,076

2013

AUTHORITY BUDGET

JCPA
(OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

---BUDGETED APPROPRIATIONS--

--NON-OPERATING APPROPRIATIONS--

	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
TOTAL INTEREST PAYMENTS ON DEBT	D-2	$183,908	$186,698
OPERATIONS & MAINTENANCE RESERVE			
RENEWAL & REPLACEMENT RESERVE(S)	C-1		
MUNICIPALITY/COUNTY APPROPRIATION			
OTHER RESERVES	C-2		
TOTAL NON-OPERATING APPROPRIATIONS	B-3	$183,908	$186,698
ACCUMULATED DEFICIT	B-4		
TOTAL OPERATING & NON-OPERATING APPROPRIATIONS & ACCUMULATED DEFICIT (B-2 + B-3 + B-4)	B-5	$7,281,573	$7,481,774
UNRESTRICTED NET ASSETS UTILIZED:			
MUNICIPALITY/COUNTY APPROPRIATION	R-3a		
OTHER	R-3b	$100,000	$55,551
LESS: TOTAL UNRESTRICTED NET ASSETS UTILIZED (R-3a + R-3b)	R-3	$100,000	$55,551
NET TOTAL APPROPRIATIONS (B-5 - R-3)	B-6	$7,181,573	$7,426,223

2013

Jersey City Parking Authority

CAPITAL BUDGET/ PROGRAM

2013 CERTIFICATION of AUTHORITY CAPITAL BUDGET/PROGRAM

JERSEY CITY PARKING AUTHORITY

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

[**X**] It is hereby certified that the Authority Capital Budget/Program annexed hereto is a true copy of the Capital Budget/Program approved, pursuant to N.J.A.C. 5:31-2.2, along with the Annual Budget, by the governing body of the Jersey City Parking Authority, on the 28th day of May, 2013.

OR

[ ] It is further certified that the governing body of the Jersey City Parking Authority have elected **NOT** to adopt a Capital Budget /Program for the aforesaid fiscal year, pursuant to N.J.A.C. 5:31-2.2 for the following reason(s):There are limited funds for major capital programs.

Angelica M. Harrison
(Secretary's signature)

Angelica M. Harrison
(Print Name)

Secretary
(Title)

394 CENTRAL AVENUE
(Address)

JERSEY CITY, NEW JERSEY 07307
(City, State, Zip Code)

201-653-6969 / 201-653-7617
(Phone number) (Fax number)

____
(Email Address)

2013 Capital Budget/Program Message

JERSEY CITY PARKING AUTHORITY

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

1. Has each municipality or county affected by the actions of the authority participated in the development of the capital plan and reviewed or approved the plans or projects included within the Capital Budget/Program?
NOT APPLICABLE

2. Has each capital project/project financing been developed from a specific capital improvements plan or report; does it include full lifecycle costs, and is it consistent with appropriate elements of Master Plans or other plans in the jurisdictions served by the authority?
NOT APPLICABLE

3. Has a long-term (10-20 years) infrastructure needs assessment or other capital plan with a horizon beyond six years been prepared?
NOT APPLICABLE

4. Describe the projected impacts of the proposed capital projects, including impact on the schedule of rates, fees, and service charges and the impact on current and future year's schedules.
Purchase of vehicles, 4 Ford Transit Connects and 1 Ford Explorer, the purchases were actually made at the very end of fye 6-30-2012.

5. Please indicate which capital projects/project financings are being undertaken in the Metropolitan or Suburban Planning Areas as defined in the State Development and Redevelopment Plan.
NOT APPLICABLE

6 Please indicate which capital projects/project financings are being undertaken within the boundary of a State Planning Commission-designated Center and/or Endorsed Plan and if the project was included in the Plan Implementation Agenda for that Center/Endorsed Plan?
NOT APPLICABLE

Add additional sheets if necessary.

2013

JCPA

AUTHORITY CAPITAL BUDGET

(OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

PROPOSED YEAR'S CAPITAL IMPROVEMENT PLAN

PROJECTS	ESTIMATED TOTAL COST	FUNDING SOURCES: UNRESTRICTED NET ASSETS	RENEWAL & REPLACEMENT RESERVE	DEBT AUTHORIZATION	OTHER SOURCES
Vehicles	$29,767				$29,767
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
TOTAL	$29,767				$29,767

2013

AUTHORITY CAPITAL PROGRAM

JCPA
(OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

5 YEAR CAPITAL IMPROVEMENT PLAN COSTS

PROJECTS	ESTIMATED TOTAL COST	2013	2014	2015	2016	2017
VEHICLES	$83,757	$29,767	$29,767	$24,223		
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						
N						
TOTAL	$83,757	$29,767	$29,767	$24,223		

2013

JCPA

AUTHORITY CAPITAL PROGRAM (OPERATION)

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

5 YEAR CAPITAL PLAN FUNDING SOURCES: From 2012 to 2016

		FUNDING SOURCES			
PROJECTS	ESTIMATED TOTAL COST	UNRESTRICTED NET ASSETS	RENEWAL & REPLACEMENT RESERVE	DEBT AUTHORIZATION	OTHER SOURCES
VEHICLES	$83,757				$83,757
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					
L					
M					
N					
TOTAL	$83,757				$83,757

2013 ADOPTION CERTIFICATION

JERSEY CITY PARKING AUTHORITY
AUTHORITY BUDGET

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

It is hereby certified that the Authority Budget and Capital Budget/Program annexed hereto is a true copy of the Budget adopted by the governing body of the Jersey City Parking Authority, pursuant to N.J.A.C. 5:31-2.3, on the 28 th day of, May, 2013.

(Secretary's signature)

Angelica M. Harrison
(Print Name)

Secretary
(Title)

394 CENTRAL AVENUE
(Address)

JERSEY CITY, NEW JERSEY 07307
(City, State, Zip Code)

201-653-6969 / 201-653-7617
(Phone number) (Fax number)

(Email Address)

2013

JERSEY CITY PARKING AUTHORITY

SUPPLEMENTAL SCHEDULES

STATE OF NEW JERSEY

DIVISION OF LOCAL GOVERNMENT SERVICES

2013

JCPA
(OPERATION)

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== OPERATING REVENUES ====

----SERVICE CHARGES----	CROSS REF.	# UNITS	2013 PROPOSED ANNUAL COLLECTION	# UNITS	2012 CURRENT YEAR'S ADOPTED BUDGET
RESIDENTIAL	* *		*		*
BUSINESS/COMMERCIAL	* *		*		*
INDUSTRIAL	* *		*		*
INTERGOVERNMENTAL	* *		*		*
OTHER	* *		*		*
TOTAL SERVICE CHARGES	* A-1 *		*		*

----CONNECTION FEES----	CROSS REF.	# UNITS	2013 PROPOSED ANNUAL COLLECTION	# UNITS	2012 CURRENT YEAR'S ADOPTED BUDGET
RESIDENTIAL	* *		*		*
BUSINESS/COMMERCIAL	* *		*		*
INDUSTRIAL	* *		*		*
INTERGOVERNMENTAL	* *		*		*
OTHER	* *		*		*
TOTAL CONNECTION FEES	* A-2 *		*		*

* INCLUDE ALL APPLICABLE RATE SCHEDULES TO SUPPORT SUCH FEES

2013

JCPA

AUTHORITY BUDGET

(OPERATION)

SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== OPERATING REVENUES ====

----PARKING FEES----		CROSS REF.		# UNITS	2013 PROPOSED ANNUAL COLLECTION		# UNITS	2012 CURRENT YEAR'S ADOPTED BUDGET	
METERS	*		*		$1,792,500	*		$1,694,694	*
PERMITS	*		*		$1,303,750	*		$1,295,906	*
FINES/PENALTIES	*		*			*			*
OTHER	*		*		$987,750	*		$1,247,186	*
TOTAL PARKING FEES	*	A-3	*		$4,084,000	*		$4,237,786	*

---OTHER OPERATING REVENUES---		CROSS REF.			2013 PROPOSED ANNUAL COLLECTION		2012 CURRENT YEAR'S ADOPTED BUDGET	
LIST IN DETAIL:								
City of Jersey City Appropriation	*		*		$1,078,683	*	$1,078,683	*
JC Prkng tckt surcharge to JCPA	*		*		$1,650,000	*	$1,744,404	*
Rent, lots and garages	*		*		$367,390	*	$362,350	*
JC CCTV FEE	*		*			*	$50,000	*
	*		*			*		*
TOTAL OTHER REVENUES	*	A-4	*		$3,096,073	*	$3,235,437	*

* INCLUDE ALL APPLICABLE RATE SCHEDULES TO SUPPORT SUCH FEES

2013

JCPA

AUTHORITY BUDGET

(OPERATION)

SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== NON-OPERATING REVENUES ====

----GRANTS &---- ----ENTITLEMENTS----	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
TOTAL GRANTS & ENT.	A-5		

---LOCAL SUBSIDIES--- ---& DONATIONS---	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
TOTAL SUB. & DONATIONS	A-6		

2013

JCPA
(OPERATION)

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== NON-OPERATING REVENUES ====

---INTEREST ON INVESTMENTS--- ---AND DEPOSITS---	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
INVESTMENTS		$1,500	$3,000
SECURITY DEPOSITS			
PENALTIES			
OTHER INVESTMENTS			
TOTAL INTEREST ON INVESTMENTS & DEPOSITS	A-7	$1,500	$3,000

---OTHER NON-OPERATING REVENUES---	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
Lot Sale			
TOTAL OTHER REVENUES	A-8		

2013

JCPA

AUTHORITY BUDGET

(OPERATION)

SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== NON-OPERATING APPROPRIATIONS ====

----RENEWAL &---- ----REPLACEMENT RESERVE(S)----	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
TOTAL RENEWAL & REPLACEMENT RESERVE(S)	C-1		

---OTHER RESERVES---	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
LIST IN DETAIL:			
TOTAL OTHER RESERVES	C-2		

2013

JCPA
(OPERATION)

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

==== BUDGETED DEBT SERVICE REQUIREMENTS ====

---PRINCIPAL PAYMENTS---

	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
AUTHORITY NOTES	P-1		
AUTHORITY BONDS	P-2	$176,905	$171,905
CAPITAL LEASES	P-3	$25,707	
INTERGOVERN. LOANS	P-4		
OTHER OBLIGATIONS	P-5		
TOTAL PRINCIPAL PAYMENTS	D-1	$202,612	$171,905

---INTEREST PAYMENTS---

	CROSS REF.	2013 PROPOSED BUDGET	2012 CURRENT YEAR'S ADOPTED BUDGET
AUTHORITY NOTES	I-1		
AUTHORITY BONDS	I-2	$179,848	$186,698
CAPITAL LEASES	I-3	$4,060	
INTERGOVERN. LOANS	I-4		
OTHER OBLIGATIONS	I-5		
TOTAL INTEREST PAYMENTS	D-2	$183,908	$186,698

2013

JCPA

AUTHORITY BUDGET

(OPERATION)

SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

5 YEAR DEBT SERVICE SCHEDULE

PRINCIPAL PAYMENTS	Prior Year 2012	2013	2014	2015	2016	2017
--AUTHORITY NOTES--						
TOTAL PAYMENTS P-1						
--AUTHORITY BONDS--						
394 Central Ave Bond	$171,905	$176,905	$186,905	$191,905	$201,905	$211,905
TOTAL PAYMENTS P-2	$171,905	$176,905	$186,905	$191,905	$201,905	$211,905
--AUTHORITY CAPITAL LEASES--						
Ford Connects (4) and Explorer (1) Capital Leases		$25,707	$27,361	$23,536		
TOTAL PAYMENTS P-3		$25,707	$27,361	$23,536		
--AUTHORITY INTERGOVERNMENTAL LOANS--						
TOTAL PAYMENTS P-4						
--AUTHORITY OBLIGATIONS (LIST).--						
TOTAL PAYMENTS P-5						
TOTAL PRINCIPAL DEBT PAYMENTS SS-6	$171,905	$202,612	$214,266	$215,441	$201,905	$211,905

2013

JCPA
(OPERATION)

AUTHORITY BUDGET

SUPPLEMENTAL SCHEDULES

Jersey City Parking Authority

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

5 YEAR DEBT SERVICE SCHEDULE

INTEREST PAYMENTS	Prior Year 2012	2013	2014	2015	2016	2017
--AUTHORITY NOTES--						
TOTAL PAYMENTS I-1						
--AUTHORITY BONDS--						
394 Central Ave Bond	$186,698	$179,848	$172,698	$164,998	$156,748	$148,098
TOTAL PAYMENTS I-2	$186,698	$179,848	$172,698	$164,998	$156,748	$148,098
--AUTHORITY CAPITAL LEASES--						
Ford Connects (4) and Explorer (1) Capital Leases		$4,060	$2,405	$688		
TOTAL PAYMENTS I-3		$4,060	$2,405	$688		
--AUTHORITY INTERGOVERNMENTAL LOANS--						
TOTAL PAYMENTS I-4						
--AUTHORITY OBLIGATIONS (LIST) --						
TOTAL PAYMENTS I-5						
TOTAL INTEREST DEBT PAYMENTS SS-6	$186,698	$183,908	$175,103	$165,686	$156,748	$148,098

Jersey City Parking Authority

JCPA
(OPERATION)

AUTHORITY BUDGET
SUPPLEMENTAL SCHEDULES

FISCAL YEAR: FROM July 1, 2013 TO June 30, 2014

(1)	PY UNRESTRICTED NET ASSETS	PY AUDIT		$185,677
	ADJUSTMENTS DURING CURRENT YEAR			
	(a) EST NET INCOME OR (LOSS) ON CURRENT YEAR'S RESULTS OF OPERATIONS (Include unbudgeted use of unrestricted net assets)			
	(b) ADJUSTMENTS OTHER (Attach list)			
(2)	SUBTOTAL - ADJUSTMENTS	(ADD AMOUNTS ON LINES a-b)		
(3)	ADD LINES 1 AND 2			185,677
	CURRENT YEAR ESTIMATED CHANGES IN RESTRICTIONS (attach documentation)		INC./(DEC.)	
	(c) DEBT SERVICE			
	(d) MAINTENANCE RESERVE			
	(e) OPERATING REQUIREMENT			
	(f) OTHER LEGAL RESERVATIONS			
(4)	SUB-TOTAL - RESTRICTIONS	(ADD AMOUNTS ON LINES c-f)		
	DESIGNATIONS (attach documentation)			
	(g) NON-OPERATING IMPROVEMENTS & REPAIRS (CB-4&5)			
	(h) CONTRIBUTION TO RATE STABLIZATION PLAN (#)			
	(i) OTHER BOARD DESIGNATION			
	(j) ADJUSTMENTS /OTHER (Attach list):			
(5)	SUBTOTAL - DESIGNATIONS	(ADD AMOUNTS ON LINES g-i)		
(6)	ADD LINES 4 and 5			
(7)	UNRESTRICTED NET ASSETS AVAILABLE FOR USE IN PROPOSED BUDGET	(SUBTRACT LINE 6 FROM LINE 3)		185,677
	PROPOSED UTILIZATION OF AVAILABLE UNRESTRICTED NET ASSETS			
(8)	AS REVENUE IN ANNUAL BUDGET (PAGE 6, LINE R-3b)		100,000	
(9)	FOR CURRENT YEAR CAPITAL BUDGET (PAGE CB-3)			
(10)	SUBTOTAL - U/R NET ASSETS UTILIZED	(ADD AMOUNTS ON LINES 8-9)		100,000
(11)	MAXIMUM ALLOWABLE FOR APPROPRIATION TO MUNICIPALITY/COUNTY (Budget Item B-2 times 5%)	$354,883		
(12)	AS APPROPRIATED TO MUNICIPALITY/COUNTY (PAGE 6, LINE R-3a)			
(13)	TOTAL UNRESTRICTED/UNDESIGNATED NET ASSETS	(SUBTRACT LINES 10 AND 12 FROM LINE 7)		$85,677

201-653-6969 X110
Phone # (extension) / Fax#

CERTIFIED BY. Mary J Paretti
EXECUTIVE DIRECTOR

(#) Explain in detail in the Budget Message

DATE 6/7/13

JCPA Budget 6-30-2014 Worksheet
Based on Ten Months Actual Through 4-30-2013

	FYE 6-30-14 Budget	Results Estimated or Annualized 2013	Cash Basis 10 Months Results 4-30-13	FYE 6-30-13 Budget	8 Months FYE 2-29-12	FYE 6-30-12 Budget
Revenues						
320001 · Parking Revenue				-		
320002 · 174 Newark Lot	45,000	45,542	37,952	36,111	24,074	39,000
320004 · Metered Lots	42,500	42,966	35,805	44,694	29,796	39,000
320005 · Street Meters	1,750,000	1,732,223	1 443,519	1,650,000	1,073,014	1,566,000
320006 · Tandem Parking	400,000	407,976	339,980	394,319	262,879	527,000
320007 · Permit Lots	285,000	285,100	237,583	285,596	190,398	315,000
320008 · No Parking Signs	135,000	140,410	117,008	128,934	85,956	133,000
320009 AND 10 Movies and Meter Removal	750	792	660	2,078	1,385	1,000
342001 · Booting Revenue	750,000	637,486	531,238	1,005,684	670,456	652,000
343001 · Towing Revenue	27,500	29,592	24,660	34,980	23,320	22,000
344002 · Driveway Painting	2,500	2,550	2,125	3,510	2,340	5,000
Total 320001 · Parking Revenue	3,438,250	3,324,636	2,770,530	3,585,905	2,363,618	3,299,000
				-		
321003 · lot 1- rent				-		
321004 · lot 12 lease	173,040	173,040	144,200	168,000	112,000	160,000
321006 · PBP Assoc.	16,600	16,600	13,833	16,600	11,067	15,000
321009· CTTV		-		-	25 000	50,000
321007 JC Hudson Station Rent	177,750	173,099	144,250	177,750	118,500	177,750
340501 · Contract Reimb	1,078,683	1,078,683	1,187,237	1,078,683	718,775	1,082,237
341101 · Telephone Commission		-		-		
341501 · Zone Permits	573,750	573,838	478,198	579,681	386,587	588,400
341601 · Ticket Revenue	1,650,000	1,597,078	1,330,898	1,744,404	1,162,936	1,652,000
341601 · Other Receipts & Reimbursements	72,000	130,000	125,761	72 000	71,272	4,000
380001 · Interest	1,500	1,817	1,514	3,000	1,992	4,300
Other Operating Revenues	3,743,323	3,744,154	3,425,891	3,840,317	2,608,128	3,733,687
NON RECURRING REVENUE (LOT SALE)					2,823,087	
Total Revenues	7,181,573	7,068,790	6,196,421	7,426,223	7,794,833	7,032,687
APPROPRIATIONS						
OPERATIONS & ADMIN		-				
4400000 · OPERATING AND ADMIN. APPROPRIATIONS		-				
4500000 · PAYROLL	2,473	2,424	2,020			
450001 · Executive & Office Salaries	954,845	936,123	774,102	953,686	623,207	935,402
450501 · Operations Salaries	714,785	700,770	579,483	729,676	476,824	713,227
452001 · Lot Maintenance Salaries		-				
453001 · Collections & Repair Salaries		-				
454001 · Zone Permit Office Salaries		-				
Total 4500000 · PAYROLL	1,669,631	1,636,893	1,353,584	1,683,362	1,100,031	1,648,629
4570000 EMPLOYEE BENEFITS						
457100 Payroll Tax	122,971	120,560	99,694	125,406	81,950	132,246
461101 · Hospitalization	428,879	420,469	350,391	502,508	325,248	458,821
461201 · Workmens Comp Operations		-				11,750
461301 · Dental/Other	82,319	80,705	67,254	83,963	54 345	75,857
461701 · PERS Employer Expense	189,455	174,807	174,807	190,901	190,901	171,827
Total 4570000 · EMPLOYEE BENEFITS	823,624	796,541	692,146	902,778	652,443	850,501

JCPA Budget 6-30-2014 Worksheet
Based on Ten Months Actual Through 4-30-2013

	FYE 6-30-14 Budget	Estimated or Annualized 2013	10 Months Results 4-30-13	FYE 6-30-13 Budget	8 Months FYE 2-29-12	FYE 6-30-12 Budget
4700000 · ADMINISTRATIVE APPROPRIATIONS		-				
472001 · Accounting & Auditing	58,000	35,628	29,690	57,293	38,195	55 000
472101 · Consulting Engineer	20,000	22,864	19,053	39,113	26,075	37,000
472201 · Legal Fees	100,000	150,725	125,605	90,130	60,087	20,000
472501 · Other Prof Fees		-		8,998	5,999	
Total 4700000 · ADMINISTRATIVE APPROPRIATIONS	176,000	209,217	174,348	195,533	130,356	112,000
4810000 · OPERATING APPROPRIATIONS		-				
481004 Central Parking	68,116	66,780	55,650	78,300	52,200	81,000
483001 R&M Building	14,855	14,564	12,137	14,838	9,892	22,000
483101 · R&M Other/Supplies	4,087	4,007	3,339	649	433	4,600
483201 · Meter Parts	22,221	21,785	18,154	14,761	9,840	50,000
483501 · Booting Program	-	-	-	-		
484001 Auto Expense	15,695	21,797	18,165	19,542	13,028	9,000
484201 · Office Expense	110,789	108,616	90,514	119,226	79,484	100,000
484301 · Meetings/Conferences	4,622	4,531	3,776	10,894	7,263	9,000
484401 · Electric-394 Central Ave	54,033	52,973	44,144	68,622	45,748	73,000
484501 · Telephone	44,981	44,099	36,749	41,532	27,688	42,000
484601 · Insurance	615 939	603 862	503,218	477,291	318,194	275,000
Additional Workers Comp Ins	-	-		159,362	106,241	181,999
484701 · Legal Advertisement	928	910	758	1,652	1,101	1,500
484802 · Bank Charges	21,993	21,561	17,968	21,903	14,602	20,000
484901 · Uniforms	-	-		-		
485301 -Miscellaneous Expenses	-	-		-		
485001 - 394 Central Ave Water		-		-		
Total 4810000 · OPERATING APPROPRIATIONS	978,257	965,486	804,572	1,028,571	685,714	869,099
456001 · Enforcement Exec. Salaries						40,752
457001 · Enforcement Officers Salaries	1,868,592	1,831,953	1,514,884	2,002,370	1,308,494	1,988,157
4610000 · ENFORCEMENT BENEFITS	1,868,592	1,831,953	1,514,884	2,002,370	1,308,494	2,028,909
457101 · PEO Payroll Tax	176,621	173,158	143,188	186,452	121,841	186,610
461001 · PEOS Hospitalization	906,510	888,736	740,613	686,451	444,305	564,470
461401 · Workmens Comp		-		154,395	99,932	119 938
461501 · PEO Dental/Other		-				77
PERS-ENFORCEMENT ALLOC.	241,125	222,481	222,481	242 964	242,964	218,688
Total 4610000 · ENFORCEMENT BENEFITS	1,324,256	1,284,375	1,106,282	1,270,262	909,042	1,089,783
485101 · PEO Auto Expense	35,957	35,252	29,376	24,763	16,509	20,000
485201 PEO Office Expense	12,580	12,333	10,278	11,771	7,847	12,000
485501 · PEO Communications	385	378	315	-		1,000
485601 · PEO Insurance	-	-		-		
485901 · PEO Uniforms	5,772	5,774	4,811	3,761	2,507	3,300
	54,694	53,736	44,780	40,295	26,864	36,300
394 Central Ave. Principal Payments	176,905	171,905	171,905	171,905	161,905	161,905
394 Central Ave. Interest Payments	179,848	186,698	186,698	186,698	95,036	193,248

JCPA Budget 6-30-2014 Worksheet
Based on Ten Months Actual Through 4-30-2013

	FYE 6-30-14 Budget	Estimated or Annualized 2013	10 Months Results 4-30-13	FYE 6-30-13 Budget	8 Months FYE 2-29-12	FYE 6-30-12 Budget
Principal Payments-New Vehicles	25,707	24,363				
Interest Payments-New Vehicles	4,060	5,404				
Vehicle Purchase		-				
Lot Improvements		-				
Accumulated Deficit/(Surplus) from SS-9/Audit	(100,000)	-		(55 551)		42,260
Total Appropriations	7,181,573	7,166,570	6,049,199	7,426,223	5,069,885	7,032,634
Surplus/(Deficit)	0 00	(97,779 92)	147,221.74	(0 21)	2,724,947 59	52 50
Surplus/(Deficit) Without Lot Sale						
Surplus/(Deficit) Without $300,000 In increased parking fees						
						6,635,222.00

COMMENTS

	FYE 6-30-14				FYE 6-30-13	REVENUES
METERS	1,792,500	TO SS-2			1,694,694	1,605,000
PERMITS	1,303,750	TO SS-2			1,295,906	1,469,400
OTHER	987,750	TO SS-2			1,247,186	817,000
CITY	2,728,683				2,823,087	2,784,237
Rent/Lots/Garages	367,390		1,078,683	TO SS-2	362,350	352,750
PARKING SPACES			1,650,000	TO SS-2		
LOT SALE			2,728,683			
INTEREST	1,500				3,000	4,300
PHONE COMMISSIONS						
	7,181,573				7,426,223	7,032,687

	FYE 6-30-14	FYE 6-30-13	FYE 6-30-12
EXPENSES			
ADMIN Op Sal	1,669,630.56	1,683,361.92	1,648,629.44
ADMIN Op Fringe	823,624.11	902,777.75	850,501.00
OTHER EXP	176,000 00	195,533.28	112,000 00
	2,669,254.67	2,781,672.95	2,611,130 44
COS			
ADMIN Op Sal	1,868,591 68	2,002,369.90	2,028,909.23
ADMIN Op Fringe	1,324,256 01	1,270,262 01	1,089,783.00
OTHER EXP	1,032,951 14	1,068,866 55	905,399.33
	4,225,798.82	4,341,498.47	4,024,091.56
Principal payments	202,612.00	171,905 00	161,905.00
Interest payments	183,907.50	186,697.50	193,248.00
Accum Deficit	(100,000 00)	(55,551.00)	42,260 00
Total expenses	7,181,573 00	7,426,222 92	7,032,635.00

EXHIBIT P

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

STEVEN M FULOP
MAYOR OF JERSEY CITY

JEREMY FARRELL
CORPORATION COUNSEL

September 12, 2013

George T. Hanley, Esq.
Weiner Lesniak, LLP
629 Parsippany Road
Parsippany, NJ 07054

Re: Analysis of the Jersey City Parking Authority

Dear Mr. Hanley:

As per our discussions during our recent meeting, enclosed are the following documents They are submitted to enable you to begin your investigation of the finances and operations of the Jersey City Parking Authority. The documents enclosed are:

1. J.C. Municipal Code Ordinance establishing the Parking Authority;
2. Parking Authority Audit for the years 2011 and 2010;
3. List of Employees;
4. Table of Organization;
5. List of Lots and Properties;
6. Proposal to Increase Fines/Fees to Increase Revenue;
7. Collective Bargaining Agreement with the Supervisors;
8. Collective Bargaining Agreement with Production Workers Union/Local 148;
9. Parking Authority Debt Statement;
10. Structural Division, Lots and Properties;
11. JCPA Revenue-Expense Analysis;
12. Tandem/Lots Revenues Jul 10 – Jun 11;
13. Financial Statements with Additional Information–June 30, 2011 & 2010;
14. JCPA - 2011 Authority Budget- Dept. of Community Affairs,
15. JCPA - 2012 Authority Budget- Dept. of Community Affairs;
16. Collective Bargaining Agreement that PA Line Workers would join Local 246 (City); and
17. Collective Bargaining Agreement with the Supervisors (City).

There are a number of labor issues concerning pension, salary, seniority and title. However, the present plan is that these matters will be handled in house.

If you can think of any other documents that you need, please advise. I may also send you other documents as they come to my attention.

For your information, a Resolution and Professional Services Agreement engaging your services will also be on the Council meeting of September 25, 2013. A copy of the Resolution and Professional Services Agreement will be faxed to you early next week.

Your cooperation is appreciated.

Very truly yours,

JEREMY FARRELL
CORPORATION COUNSEL

Joanne Monahan

JOANNE MONAHAN
Asst. Corporation Counsel

JM/he
Encl.
cc: Jeremy Farrell, Corporation Counsel

EXHIBIT Q

WEINER | LESNIAK LLP

ATTORNEYS AT LAW

www.weinerlesniak.com

GEORGE T. HANLEY gbanley@weinerlesniak.com

Member of the Firm

October 21, 2013

Joanne Monahan, Esq.
Asst. Corporation Counsel
City of Jersey City
Department of Law
280 Grove Street
Jersey City, New Jersey 07302

Re: Analysis of the Jersey City Parking Authority ("JCPA")
Our File No. 21080

Dear Ms. Monahan:

We have reviewed the documents that you sent us by letter dated September 12, 2013 In order to continue our investigation we would appreciate receiving updated and/or additional documentation as follows:

1. Most recent JCPA Audit (we were provided with the 2011 and 2012 Audits).
2. 2013 JCPA Budget (we were provided with the 2011 and 2012 Budgets).
3. Current list of JCPA Employees (list provided was as of April 18, 2012).
4. Copies of any and all professional services agreements between the JCPA and outside professionals.
5. Any and all other highly material contracts, including, but not limited to, contracts for towing services, health care, life and disability coverage, and for drug testing of employees.
6. Any and all documents relating to all material issues affecting the JCPA, including, but not limited to, any and all pending or anticipated litigation, worker's compensation claims, employment litigation, personal injury claims, or other major pending claims by employees, contractors or other third parties, etc
7. All documents regarding the acquisition of the JCPA's Headquarters located at 394 Central Avenue including, but not limited to, the Deed, closing statement, title policies and appraisals, and other real property interests, if any
8. Copies of any and all leases for 394 Central Avenue
9. Any and all insurance policies, including general liability, property and casualty, worker's compensation, etc.
10. The name of the JCPA's risk manager or managers

11 Any inventory of physical assets and/or appraisals relating thereto which may exist.

12. Procedures followed for procurement for goods and services and the Chief Purchasing Agent's contact information

Please have these documents forwarded to us at your earliest possible convenience or notify us and we will arrange for pick-up

Very truly yours,

WEINER LESNIAK LLP

By: ______________
George T. Hanley, Esq.
A Member of the Firm

BMH/tag

686443_1

EXHIBIT C

CERTIFICATION BY CHAIRMAN AND TREASURER OF THE JCPA

EXHIBIT D

LIST OF LOCAL FINANCE BOARD APPLICATIONS FOR THE LAST FOUR YEARS

November 12, 2009
N J.S.A. 40A:3-4 - $4,380,950 Proposed Qualified Bond Ordinance and non-conforming maturity schedule.

2010

March 10, 2010
(Tax Appeals)
N.J.S.A. 40A:2-51 - $7,893,797 Proposed Tax Appeal Refunding Bond Ordinance

June 23, 2010
N.J.S.A. 40A:3-4(c) - Prior Approvals – Approval for capital authorizations contained in $7,700,000 Proposed Bond Ordinance.

July 14, 2010
N.J.S.A. 40A:2-7(d) and N.J.S.A. 40A:2-26(e) – $26,242,000 Proposed Non-Conforming Maturity Schedule and Approval of Waiver of Down Payment.

2011

October 12, 2011
(Tax Appeals)
N.J.S A. 40A:2-51 - $5,500,000 Proposed Tax Appeal Refunding Bond Ordinance

November 9, 2011
N.J.S.A 40A:3-4 – $13,750,000 Proposed Qualified Bond Ordinance
N.J.S.A 40A:2-51 – $13,750,000 Proposed Refunding Bond Ordinance

2012

March 14, 2012
N.J.S.A. 40A:3-4 – $28,000,000 Proposed Qualified Bond Ordinance
N.J.S.A 40A:2-51 – $28,000,000 Proposed Refunding Bond Ordinance

April 11, 2012
N.J S.A. 40A:3-4 – $26,816,950 Proposed Qualified Bond Ordinance

October 10, 2012
N.J S.A 40A:3-4 – $40,000,000 Proposed Qualified Bond Ordinance
N J.S.A. 40A:2-51 – $40,000,000 Proposed Refunding Bond Ordinance

2013

April 10, 2013
N.J.S A. 40A:3-4 – Proposed Qualified Bond Ordinance
N.J.S A. 40A:2-7(a) and N.J.S.A. 40A:2-11(c) – Waiver of a down payment

June 12, 2013
N J.S.A. 40A:3-4 – $90,000,000 Proposed Qualified Bond Ordinance
N.J.S.A. 40A:2-51 – $90,000,000 Proposed Refunding Bond Ordinance