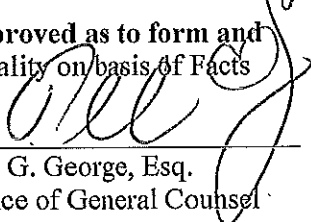


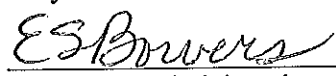
**RESOLUTION AMENDING RESOLUTION #06-2012-27 ESTABLISHING A POLICY
FOR ISSUANCE OF ON-STREET FOOD TRUCK PARKING PERMITS**

Approved as to form and
Legality on basis of Facts



Phil G. George, Esq.
Office of General Counsel

Factual Contents Certified
to by



Director of Administration

Resolution No. 06-2013- ~~34~~

Whereas, the Board of Commissioners of the Parking Authority of the City of Newark wishes to amend the policy previously established with regard to the on-going problem of vehicles parked at metered or restricted parking streets while selling lunches, beverages or snack foods and which are commonly called "food trucks"; and,

Whereas, such parking takes place regularly, and the food trucks generally do not pay hourly rates for metered spaces, sometimes occupying more than one (1) metered and sometimes remaining in one (1) location for several hours, thereby exceeding restrictions on hours of parking in violation of Ordinances of the City of Newark and depriving the City of Newark and the Authority of rightful proceeds; and,

Whereas, on the other hand, street vendors generally, and food trucks in particular, are part of the fabric and ambience of urban life in and about the City of Newark and provide a service to the citizens of and visitors to the City of Newark:

Now, therefore, the Board of Commissioners of the Parking Authority of the City of Newark establishes the following policy regarding the issuance of parking permits to food trucks parked on the streets of the City of Newark:

1. This policy applies to the issuance of permits for on-street parking of food and beverage vendor vehicles (hereinafter referred to as "food trucks" to permit parking on regular days and times at any on-street location in the City of Newark, which shall be called "Food Truck Parking Permits."
2. This policy does not apply to the licensing of food trucks or their operators for any other purpose such as food handler licensing or business operations licensing.
3. The annual fee for such permits shall be fifteen hundred dollars (\$1,500.00) for one metered parking space, and twenty four hundred dollars (\$2,400.00) for two (2) contiguous metered parking spaces or linear curb parking exceeding a length of twenty two (22) regardless of whether such occupies one (1) or more metered spaces. Such fee shall be for one (1) year or pro-rated for part thereof, commencing on January 1 of each year and expiring automatically on December 31 of every year.
4. The application for such permits shall include the following information in order to determine whether a permit should be issued.
 - a. **Applicant Information:** name; date of the application; business entity form (person, corporation, partnership, etc.); address; telephone number, facsimile number and email address; and a name of a person to contact in the event of an emergency.
 - b. **City of Newark Permit Information:** vendor or other permit number; date of issue and expiration date. The applicant must supply a copy of the permit.

- c. **Vehicle and Operation Information:** description of the vehicle including license plate number; make, year and model information; for safety and emergency reasons, whether the vehicle has any on-board cooking gas, electrical generator or fire suppression system.
 - d. **Location and Time of Parking:** The applicant shall specify the location requested with specificity, including street; space number, if the space is metered; and days of the week and time request.
5. All applicants must supply proof of valid vehicle and general liability insurance.
 6. The applicant shall be advised in writing of the granting or withholding of the permit.
 7. The following shall be grounds to reject an application for a permit:

No Annual Application Fee enclosed with application
 No valid City of Newark Vendor Permit
 City of Newark Vendor Permit Expired
 Missing Vehicle or Operations Information
 Insurance Information
 No Current Proof of Insurance with Application
 Vehicle Insurance expired
 General Liability Insurance expired
 Location or Space Not Available
 Number of Parking Spaces Requested Not Available at Location Requested
 Parking Restricted, Limited or Prohibited

Any other reasonable consideration, including failure to remit special taxes to the City of Newark, or repeated violations of any Ordinance or statute governing parking, interference with safe operation of traffic at the location, or inability to provide safe and orderly queuing of patrons out of the roadway and in such a way as to permit orderly passage of pedestrians on the adjacent sidewalk.

8. The Executive Director shall designate a form of permit which shall be made of durable material and shall display the trade name of the applicant, make, year and model of the vehicle, the permit number, and the issue and expiration date of the permit thereon.

9. Permits shall be displayed in the windshield of the vehicle nearest the curb line in such a way as to be visible to a Parking Enforcement Officer from the curb or sidewalk.

10. The Executive Director shall designate a form of application for permits, which shall be used exclusively for the issuance of such permits.

11. In the event two (2) or more applicants apply for the same space or location, the Executive Director shall issue a permit to the most qualified applicant in his sole discretion. The decision of the Executive Director shall be a final decision and is non-appealable.

12. A permit may be revoked in the event that any of the above required items or information become invalid, expired or revoked; in the event that the applicant receives more than three (3) parking or traffic summonses during the permit period issued against the applicant, the applicant's driver or employee or vehicle; or for good cause including failure to remit special taxes to the City of Newark, or repeated violations of any Ordinance or statute governing parking, interference with safe operation of traffic at the location, or inability to provide safe and orderly queuing of patrons out of the roadway and in such a way as to permit orderly passage of pedestrians on the adjacent sidewalk.

13. Notice of intent to revoke a parking permit issued under this policy shall be served by personal service or certified mail, return receipt requested and regular mail (or overnight service with verification of delivery) no less than ten (10) days prior to the intended date of revocation. The applicant may request a hearing which shall be held before the Executive Director or his or her designee. The applicant may present reasons why such revocation should not be made, but there shall be no transcript of the proceedings required and no witnesses shall be sworn. The Executive Director shall decide the matter in his sole discretion. The decision of the Executive Director shall be a final decision.

14. The same procedure for hearings for revocation of a permit shall be used if an applicant is denied such permit, except that there shall be no need to issue further notice.
 Commissioner Seconded the Motion

X - Indicates Vote AB -- Absent NV -- Not Voting

Board of Commissioners Vote of Final Passage

**RESOLUTION ESTABLISHING A POLICY
FOR ISSUANCE OF ON-STREET FOOD TRUCK PARKING PERMITS**

Commissioners		AYE	NAY	NV	AB	Commissioners		AYE	NAY	NV	AB
LaVar Young, Chairman		✓				DeAndre Rudolph		✓			
Raquel Cagley					✓						
A. Dean Rawls		✓									
Hubert Graham		✓									

CERTIFICATION

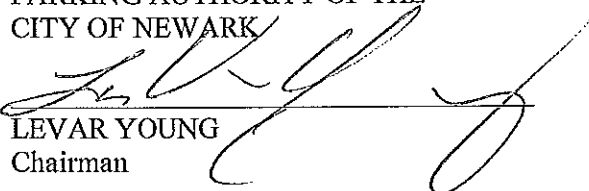
I, LaVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION ESTABLISHING A POLICY FOR ISSUANCE OF ON-STREET FOOD TRUCK PARKING PERMITS" (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 28, 2012 in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 28th day of June 2012.

PARKING AUTHORITY OF THE
CITY OF NEWARK

[SEAL]


LEVAR YOUNG
Chairman



**PARKING AUTHORITY OF THE CITY OF NEWARK
FOOD TRUCK PARKING PERMIT APPLICATION**

Annual Application Fee (covers January 1-December 31 or any part of year)\$1,500.00-one space
For two spaces - \$2,400.00 attached

Part One: Identification

Business and Trade Name of Applicant _____

Check One: Individual Corporation Partnership Other _____

Address: _____

Telephone: _____ Facsimile _____ Email: _____

Name of Contact Person for Emergencies: _____

Part Two: Parking Authority Of The City of Newark Permit - Copy of Permit Must Be Submitted With Application

City of Newark Vendor Permit Number: _____

Date of Issue: _____ - _____ - 20____ Expiration Date: _____ - _____ - 20____

Part Three: Vehicle and Operations Information

Description of Vehicle: License Plate Number _____ State: _____

Make, Year and Model: _____

Does this Vehicle have: Gas/Propane Cooking Electrical Generator Fire Suppression

Driver Name _____ Employee Name(s) _____

Insurance Information - Current Proof of Insurance Must Be Submitted with Application

Vehicle: Company Name: _____

Policy Number _____ Expiration Date: _____ - _____ - 20____

General Liability: Company Name: _____

Policy Number _____ Expiration Date: _____ - _____ - 20____

Part Four: We request permission to park in the following location(s):

Street: _____ Nearest Intersection(s): _____

Number of Parking Spaces Requested: _____ Meter Numbers for Spaces: _____

Days Requested: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Times Requested: _____ to _____ Special Events Only

Applicant Signature : _____ Title: _____ Date: _____

Approved Permit Number: _____ For Year 20__ Important! See Back of Application

Disapproved (see back of application) Initials _____ Date: _____

**PARKING AUTHORITY OF THE CITY OF NEWARK
FOOD TRUCK PARKING PERMIT APPLICATION**

**CONDITIONS AND LOCATION APPROVED - SUBJECT TO CITY OF NEWARK ORDINANCES
PERMIT MUST BE DISPLAYED IN WINDSHIELD ON SIDEWALK SIDE WHEN PARKED**

YOU MAY ONLY OPERATE ON THE SPECIFIC DAY, AT SPACE AND METERS APPROVED!

Street: _____ Nearest Intersection(s): _____

Number of Parking Spaces Permitted: _____ Meter Numbers for Spaces: _____

Days Permitted: Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Times Permitted: _____ to _____

Special Events Only

Description of Vehicle: License Plate Number _____ State: _____

Make, Year and Model: _____

REASON(S) FOR DENIAL OF MOBILE FOOD VENDOR PARKING PERMIT APPLICATION

- No Annual Application Fee enclosed with application
- No City of Newark Vendor Permit
- City of Newark Vendor Permit Expired
- Missing Vehicle or Operations Information
- No Insurance Information
- No Current Proof of Insurance with Application
- Vehicle Insurance expired: Expiration Date: _____ - _____ - 20_____
- General Liability Insurance expired: Expiration Date: _____ - _____ - 20_____
- Location or Space Not Available
- Number of Parking Spaces Requested Not Available at Location Requested
- Parking Restricted, Limited or Prohibited
 - Monday Tuesday Wednesday Thursday Friday Saturday Sunday
 - Limited Time Zone: 1 Hour 2 Hour 4 Hour Other: _____
 - Special Events Only Not Available
 - Prohibited Parking (all spaces or part of spaces)

Other Reasons For Denial (Describe Reasons): _____

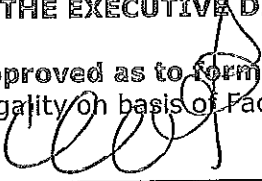
BY: _____ Dated: _____

Position: _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING
THE EXECUTIVE DIRECTOR TO HIRE ADMINISTRATIVE SUPPORT STAFF.**

Approved as to form and
Legality on basis of Facts

Factual Contents Certified
to by



Philip George, Esquire
Office of General Counsel

RESOLUTION NO.: 06-2013-35

WHEREAS, the Board of Commissioners of the Parking Authority of the City of Newark have authorized the creation of new positions related to the fiscal and developmental obligations and future obligations of the Parking Authority of the City of Newark, which will also require the hiring and training of administrative support staff; and,

WHEREAS, the Board of Commissioners will not be conducting regular Commission meetings for the duration of the summer months during its regular summer recess; and,

WHEREAS, the Board of Commissioners wish to facilitate the hiring and training of qualified support staff during the Commissioners' summer recess:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Executive Director is authorized to hire up to two (2) additional administrative support staff at a salary to be negotiated and not to exceed \$65,000.00 per year per person.

Motion by: Commissioner _____

Seconded by: Commissioner _____

Board of Commissioners Vote of Final Passage

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING
THE EXECUTIVE DIRECTOR TO HIRE ADMINISTRATIVE SUPPORT STAFF.**

Commissioners AYE NAY NV AB Commissioners AYE NAY NV
AB

LeVar Young, Chairman					DeAndre Rudolph				
Raquel Cagley									
A. Dean Rawls									
Hubert Graham									

X - Indicates Vote AB - Absent NV - Not Voting

CERTIFICATION

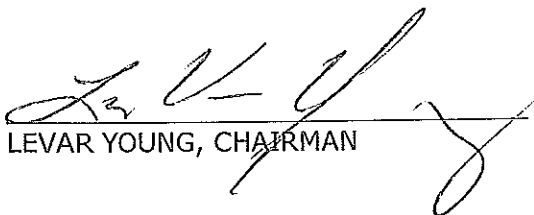
I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING THE EXECUTIVE DIRECTOR TO HIRE ADMINISTRATIVE SUPPORT STAFF," (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE CITY OF NEWARK

[SEAL]


LEVAR YOUNG, CHAIRMAN

**RESOLUTION OF THE BOARD OF COMMISSIONERS
AUTHORIZING THE USE OF THE PARKING CONSULTANT, LEONARD T BIER
TO REVIEW QUALIFICATIONS AND NEGOTIATE CONTRACTS TO FILL
DIRECTOR POSITIONS.**

**Approved as to form and
Legality on basis of Facts**

**Factual Contents Certified
to by**

Leonard Bier, Esquire

RESOLUTION NO.: 06 -2013-33

WHEREAS, the Parking Authority of the City of Newark and the Board of Commissioners have been engaged for almost five (5) years in: operating on street and off street parking meters; enforcing the parking laws and ordinances of the State of New Jersey and the City of Newark; implementing the latest parking technologies; pursuing due diligence for development projects including studying, negotiating, evaluating joint ventures, performing parking demand analysis, acquiring, constructing, improving, maintaining and operating parking projects; conducting research into parking management strategies and issues; and otherwise implementing the terms of the Interlocal Agreement between the City of Newark and the Parking Authority dated August 8, 2008; and,

WHEREAS, as the result of the 2013 settlement between the City of Newark, the Newark Housing Authority and Devils Arena Entertainment, LLC (Devils), regarding the administration of the Lease Agreement for the Prudential Arena the Newark Parking Authority will be delegated by the City and Newark Housing Authority, with the consent of the Devils, responsibility for; the administration, collection and/or enforcement of the City of Newark Parking Tax, and development, management and operation of a mixed use retail, office and public parking garage on land now currently owned by the City of Newark adjacent to City Hall, commonly called the "Green Street" municipal parking lot, to be used for municipal employee parking, municipal court and City Hall public parking, Prudential Arena special event parking and by the Devils pursuant to the 2013 settlement for Devils sporting event parking; and,

WHEREAS, the Parking Authority of the City of Newark has a need for a person to be responsible for federal and state governmental regulatory compliance and monitoring related to public contracts, public records, public finance and public bidding, among other regulation, as a result of frequent changes in law and policy related to public entities; and,

WHEREAS, the Board of Commissioners recognize the need for additional staffing by the Parking Authority to deliver timely and responsive information requested by the public and other governmental entities, to comply with the statutes and regulations of the State of New Jersey and its Divisions and Departments, to provide professional financial and development advice and information, and coordinate the ongoing and future efforts to expanded the scope of Parking Authority business

WHEREAS, the Board of Directors have authorized the creation of the positions of Director of Development & Regulatory Compliance and Director of Finance/CFO and have authorized the Executive Director to seek qualified individuals for those positions; and,

WHEREAS, the Parking Authority's Parking Consultant, Leonard T Bier, Esq. serves as General Counsel to other Parking Authorities in the State of New Jersey, and is familiar with the qualifications and requirements deemed appropriate for such positions and has consulted in the preparation of appropriate agreements for such positions; and,

WHEREAS, the Board of Commissioners deem it appropriate to direct the Executive Director to employ the services of the Parking Consultant to review qualifications and such agreements as may be required for such positions in consultation with the Executive Director:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Executive Director is authorized to utilize the services of the Parking Consultant, Leonard T Bier, Esq. of the Parking Authority of the City of Newark to review and advise on qualifications and such agreements as may be required for such positions in consultation with the Executive Director.

Motion by: Commissioner _____

Seconded by: Commissioner _____

Board of Commissioners Vote of Final Passage

**RESOLUTION OF THE BOARD OF COMMISSIONERS
AUTHORIZING THE USE OF THE PARKING CONSULTANT, LEONARD T BIER,
TO REVIEW QUALIFICATIONS AND NEGOTIATE CONTRACTS TO FILL
DIRECTOR POSITIONS**

Commissioners AYE NAY NV AB Commissioners AYE NAY NV
AB

LeVar Young, Chairman	✓				DeAndre Rudolph	✓			
Raquel Cagley				✓					
A. Dean Rawls	✓								
Hubert Graham	✓								

X - Indicates Vote AB - Absent NV - Not Voting

CERTIFICATION

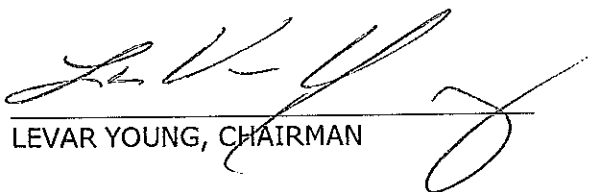
I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE USE OF THE PARKING CONSULTANT LEONARD T BIER, ESQ. TO REVIEW QUALIFICATIONS AND NEGOTIATE CONTRACTS TO FILL DIRECTOR POSITIONS" (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE CITY OF NEWARK

[SEAL]


LEVAR YOUNG, CHAIRMAN

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING
THE CHAIRMAN OF THE BOARD OF COMMISSIONERS
TO EXECUTE CONTRACTS ON BEHALF OF THE BOARD OF COMMISSIONERS.**

Approved as to form and
Legality on basis of Facts

Leonard Bler, Esquire

Factual Contents Certified
to by

ESlowers

RESOLUTION NO.: 06-2013-32

WHEREAS, the Board of Commissioners of the Parking Authority of the City of Newark have authorized the creation of the positions of Director of Development & Regulatory Compliance to be performed by In-House Counsel and Development and Director of Finance/CFO, and authorized the Executive Director of the Parking Authority of the City of Newark to seek qualified candidates for the positions with the assistance of the Parking Authority's Parking Consultant; and,

WHEREAS, the Board of Commissioners will not be conducting regular Commission meetings for the duration of the summer months during its regular summer recess; and,

WHEREAS, the Board of Commissioners wish to facilitate the implementation of the reorganization plan of the Authority's executive staff and hiring of qualified candidates that may be located during the Commissioners' summer recess:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Chairman of the Board of Commissioners is authorized to negotiate, hire, execute employment agreements for qualified candidates for the positions of Director of Development & Regulatory Compliance to also serve as In-House Counsel and Director of Finance/CFO subject to final approval and ratification by the Board of Commissioners.

Motion by: Commissioner _____

Seconded by: Commissioner _____

Board of Commissioners Vote of Final Passage

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING
THE CHAIRMAN OF THE BOARD OF COMMISSIONERS
TO EXECUTE CONTRACTS ON BEHALF OF THE BOARD OF COMMISSIONERS.**

Commissioners AYE NAY NV AB Commisloners AYE NAY NV
AB

LeVar Young, Chairman	✓				DeAndre Rudolph	✓			
Raquel Cagley				✓					
A. Dean Rawls	✓								
Hubert Graham	✓								

X - Indicates Vote AB - Absent NV - Not Voting

CERTIFICATION

I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING THE CHAIRMAN OF THE BOARD OF COMMISSIONERS TO EXECUTE CONTRACTS ON BEHALF OF THE BOARD OF COMMISSIONERS," (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE CITY OF NEWARK

[SEAL]


LEVAR YOUNG, CHAIRMAN

**RESOLUTION OF THE BOARD OF COMMISSIONERS
AUTHORIZING THE CREATION OF THE POSITIONS OF
DIRECTOR OF DEVELOPMENT & REGULATORY COMPLIANCE AND
DIRECTOR OF FINANCE/CHIEF FINANCIAL OFFICER, AUTHORIZING THE
DIRECTOR OF DEVELOPMENT & REGULATORY COMPLIANCE TO SERVE AS IN-
HOUSE COUNSEL, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO FILL
SUCH POSITIONS.**

**Approved as to form and
Legality on basis of Facts**

**Factual Contents Certified
to by**

Leonard Bier, Esquire

RESOLUTION NO.: 06-2013-31

WHEREAS, the Parking Authority of the City of Newark and the Board of Commissioners have been engaged for almost five (5) years in: operating on street and off street parking meters; enforcing the parking laws and ordinances of the State of New Jersey and the City of Newark; implementing the latest parking technologies; pursuing due diligence for development projects including studying, negotiating, evaluating joint ventures, performing parking demand analysis, acquiring, constructing, improving, maintaining and operating parking projects; conducting research into parking management strategies and issues; and otherwise implementing the terms of the Interlocal Agreement between the City of Newark and the Parking Authority dated August 8, 2008; and,

WHEREAS, as the result of the 2013 settlement between the City of Newark, the Newark Housing Authority and Devils Arena Entertainment, LLC (Devils), regarding the administration of the Lease Agreement for the Prudential Arena the Newark Parking Authority will be delegated by the City and Newark Housing Authority, with the consent of the Devils, responsibility for; the administration, collection and/or enforcement of the City of Newark Parking Tax, and development, management and operation of a mixed use retail, office and public parking garage on land now currently owned by the City of Newark adjacent to City Hall, commonly called the "Green Street" municipal parking lot, to be used for municipal employee parking, municipal court and City Hall public parking, Prudential Arena special event parking and by the Devils pursuant to the 2013 settlement for Devils sporting event parking; and,

WHEREAS, the Parking Authority of the City of Newark has a need for a person to be responsible for federal and state governmental regulatory compliance and monitoring related to public contracts, public records, public finance and public bidding, among other regulation, as a result of frequent changes in law and policy related to public entities; and,

WHEREAS, the Board of Commissioners recognize the need for additional staffing by the Parking Authority to deliver timely and responsive information requested by the public and other governmental entities, to comply with the statutes and regulations of the State of New Jersey and its Divisions and Departments, to provide professional financial and development advice and information, and coordinate the ongoing and future efforts to expanded the scope of Parking Authority business pursuant to NJSA 40:11A as noted above; and,

WHEREAS, the Executive Director requests that the Board of Directors create two (2) management/executive level positions:

(1) In-House Counsel/ Director of Development & Regulatory Compliance: to provide in-house legal services; assist the Executive Director in all aspects of project development, negotiations for parking projects and pursue additional parking projects which may arise; and implement and monitor state and federal regulatory compliance

(2) Director of Finance/Chief Financial Officer: to oversee all aspects of the Parking Authority's internal finances and accounting; prepare Profit & Loss statements as well as issue monthly financial statements; oversee the purchasing system; monitor and manage all parking lease and other lease payments; internal auditing of financial agreements; oversee parking tax collection and enforcement; assist in public finance and the issuance of exempt and taxable bonds for the projects of the Authority; as well as assist in other complex financial matters and needs of the Authority and,

WHEREAS, the Authority's organization chart provides for In-House Counsel as a staff position, the position is vacant at the present time and In-House Counsel is uniquely qualified to perform the functions and responsibilities of the Director of Development & Regulatory Compliance necessary for the expansion of the Parking

Authority's mission as noted above, and funding for In-House Counsel will be offset by a portion of the amount currently expended for legal services; and,

WHEREAS, the Parking Authority of the City of Newark has reviewed the recommendations of the Executive Director to create the positions of In-House Counsel/Director of Development & Regulatory Compliance and Director of Finance/CFO and the request to seek qualified individuals for those positions:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the following positions be created effective immediately;

- In-House Counsel/Director of Development & Regulatory Compliance
- Director of Finance/CFO

IT IS FURTHER RESOLVED, that the Executive Director is authorized to fill said positions with suitable candidates, subject to review by the Parking Consultant of the Parking Authority of the City of Newark of candidate qualifications and employment agreements as may be required for such positions in consultation with the Executive Director, further subject to final ratification by the Authority's Board of Commissioners.

Motion by: Commissioner _____

Seconded by: Commissioner _____

Board of Commissioners Vote of Final Passage

Commissioners	AYE	NAY	NV	AB	Commissioners	AYE	NAY	NV	AB
LeVar Young, Chairman					DeAndre Rudolph				
Raquel Cagley									
A. Dean Rawls									
Hubert Graham									

X - Indicates Vote AB - Absent NV - Not Voting

CERTIFICATION

I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "**RESOLUTION OF THE BOARD OF COMMISSIONERS AUTHORIZING THE CREATION OF THE POSITIONS OF DIRECTOR OF DEVELOPMENT & REGULATORY COMPLIANCE AND DIRECTOR OF FINANCE/CHIEF FINANCIAL OFFICER, AUTHORIZING THE DIRECTOR OF DEVELOPMENT & REGULATORY COMPLIANCE TO SERVE AS IN-HOUSE COUNSEL, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO FILL SUCH POSITIONS**" (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE CITY OF NEWARK

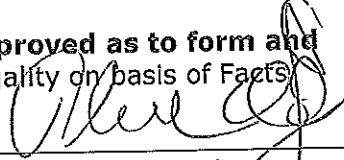
[SEAL]



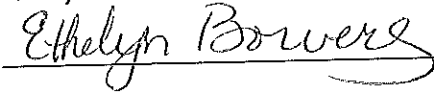
LEVAR YOUNG, CHAIRMAN

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING
PREROGATIVE WRIT ACTION LITIGATION IN REGARD TO TAX EXEMPT
STATUS OF THE JACKSON STREET LOT WITH THE CITY OF NEWARK AND
AUTHORIZING ESCROW OF FUNDS.**

Approved as to form and
Legality on basis of Facts


Philip George, Esquire

Factual Contents Certified
to by


Ethelyn Bowers

RESOLUTION NO.: 06-2013 -30

WHEREAS, the Board of Commissioners of the Parking Authority of the City of Newark has previously the Executive Director Parking Authority of the City of Newark to settle certain civil litigation related to the use and occupancy of the Jackson Street Lot between the owner, Underground Utilities, Inc., and the Parking Authority of the City of Newark, and certain tax sale certificates thereon; and,

WHEREAS, that litigation was settled by entering into an agreement with Underground Utilities, Inc., that the Parking Authority of the City of Newark would operate the Jackson Street Lot pending issuance of permits to demolish the premises and undertake construction of a parking structure on the Jackson Street Lot; and,

WHEREAS, the Parking Authority of the City of Newark through the office of General Counsel advised the City of Newark that it had entered into such an agreement and that the property should be withdrawn from the list of taxable properties pursuant to the Parking Authority Law; and,

WHEREAS, the Parking Authority of the City of Newark has learned that such property was not removed from the list of taxable properties by the City of Newark and that a tax sale certificate was sold to a third party in the amount of approximately \$130,000.00; and,

WHEREAS, the Parking Authority of the City of Newark desires to resolve the issue of taxability of the property pursuant to the settlement agreement with Underground Utilities, Inc.; and,

WHEREAS, the Parking Authority of the City of Newark wishes to commence negotiations and litigation if required to defend the interests of the Parking Authority of the City of Newark in such litigation in the event that such is determined to be necessary in discussions with the City of Newark:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Executive Director is authorized to enter into negotiations to remove such tax sale certificate and insure the continued tax exempt status of the Jackson Street Lot until the property is developed by Underground Utilities, Inc., including the initiation of any litigation; and,

IT IS FURTHER RESOLVED, that the sum of \$130,000.00 of general revenues of the Parking Authority of the City of Newark may be escrowed against the payment of that certain tax sale certificate if such is determined to be required to be escrowed against any further tax sale or redemption in order to protect the interests of the Parking Authority of the City of Newark in such litigation, subject to further resolution of the Board of Commissioners.

Commissioner

Seconded the Motion

X - Indicates Vote AB - Absent NV - Not Voting

Board of Commissioners Vote of Final Passage

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING PREROGATIVE WRIT ACTION LITIGATION IN REGARD TO TAX EXEMPT STATUS OF THE JACKSON STREET LOT WITH THE CITY OF NEWARK AND AUTHORIZING ESCROW OF FUNDS.

Commissioners AYE NAY NV AB Commissioners AYE NAY NV AB

LeVar Young, Chairman	✓				DeAndre Rudolph	✓			
Raquel Cagley				✓					
A. Dean Rawls	✓								
Hubert Graham	✓								

CERTIFICATION

I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING PREROGATIVE WRIT ACTION LITIGATION IN REGARD TO TAX EXEMPT STATUS OF THE JACKSON STREET LOT WITH THE CITY OF NEWARK AND AUTHORIZING ESCROW OF FUNDS," (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE CITY OF NEWARK

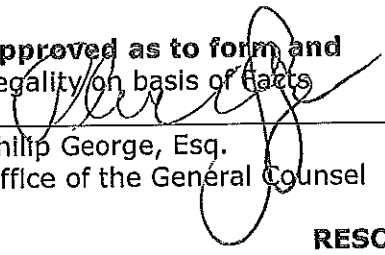
[SEAL]

LEVAR YOUNG, Chairman

Handwritten signature of LeVar Young

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF
THE CITY OF NEWARK AUTHORIZING AN EMPLOYMENT CONTRACT BETWEEN THE
NEWARK PARKING AUTHORITY AND ETHELYN S. BOWERS

Approved as to form and
Legality on basis of facts


Philip George, Esq.
Office of the General Counsel

Factual Contents Certified
to by 

RESOLUTION NO.: 06-2013-~~07~~-29

WHEREAS, the Parking Authority of the City of Newark has employed Ethelyn S. Bowers as Director of Administration to perform the overall supervision of the administrative and operations staff for the Parking Authority of the City of Newark for over five (5) years without a written contract; and,

WHEREAS, such position provides leadership and administration of the Parking Authority's daily operations as well as services related to contracts for services and liaison with outside suppliers; and,

WHEREAS, the Parking Authority of the City of Newark has met with representatives of several State Offices including the Department of Community Affairs and the Office Equal Employment Opportunity; and,

WHEREAS, the Parking Authority of the City of Newark has been provided with a study performed by the Comptroller of the Department of the Treasury of the State of New Jersey regarding the contracts, salaries and other compensation of public officials for governmental agencies; and,

WHEREAS, the Parking Authority of the City of Newark now wishes to formalize its agreement with Ethelyn S. Bowers consistent with best practices for contracts with its administrative staff to clarify the terms, duration and benefits thereof and insure compliance with the most current applicable laws, rules and regulations of the State of New Jersey and as presented to the Board of Commissioners:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Chairman of the Board of Commissioners is authorized to execute a new contract with Ethelyn S. Bowers as Director of Administration consistent with the terms and conditions of her present employment.

Commissioner Seconded the Motion

X - Indicates Vote AB – Absent NV – Not Voting

Board of Commissioners Vote of Final Passage

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING AN EMPLOYMENT CONTRACT BETWEEN THE NEWARK PARKING AUTHORITY AND ETHELYN S. BOWERS

Commissioners AYE NAY NV AB Commissioners AYE NAY NV
 AB

LaVar Young, Chair	✓				DeAndre Rudolph Treasurer	✓			
Raquel Cagley				✓					
A. Dean Rawls Secretary	✓								
Hubert Graham Vice-Chair	✓								

CERTIFICATION

I, LaVAR YOUNG, Chair of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

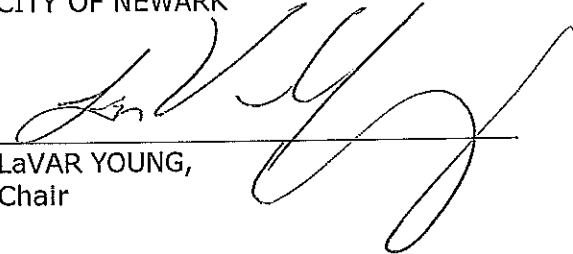
Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING AN EMPLOYMENT CONTRACT BETWEEN THE NEWARK PARKING AUTHORITY AND ETHELYN S. BOWERS" (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the

original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE
CITY OF NEWARK

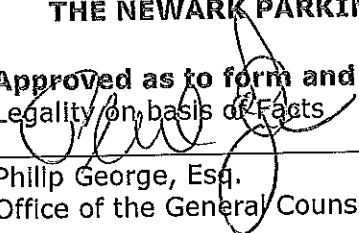
[SEAL]



LaVAR YOUNG,
Chair

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING
AUTHORITY OF THE CITY OF NEWARK AUTHORIZING A CONTRACT BETWEEN
THE NEWARK PARKING AUTHORITY AND THE EXECUTIVE DIRECTOR.**

Approved as to form and
Legality on basis of Facts



Philip George, Esq.
Office of the General Counsel

Factual Contents Certified
to by

RESOLUTION NO.: 06-2013-28

WHEREAS, the Parking Authority of the City of Newark has previously entered into a contract dated December 16, 2009 with Ernest R. Booker, Esquire, for his services as Executive Director of the Parking Authority of the City of Newark; and,

WHEREAS, the Parking Authority of the City of Newark has met with representatives of several State Offices including the Department of Community Affairs and the Office Equal Employment Opportunity; and,

WHEREAS, the Parking Authority of the City of Newark has been provided with a study performed by the Comptroller of the Department of the Treasury of the State of New Jersey regarding the salaries and other compensation of public officials for governmental agencies; and,

WHEREAS, the Parking Authority of the City of Newark now wishes to revise and amend the December 16, 2009 contract with its Executive Director to clarify its terms, amend the duration thereof and insure compliance with the most current applicable laws, rules and regulations of the State of New Jersey and as presented to the Board of Commissioners:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the Chairman of the Board of Commissioners is authorized to execute a new contract with Ernest R. Booker, Esquire as Executive Director consistent with the prior contract of December 16, 2009.

Commissioner

Seconded the Motion

X - Indicates Vote AB - Absent NV - Not Voting

Board of Commissioners Vote of Final Passage

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING A CONTRACT BETWEEN THE NEWARK PARKING AUTHORITY AND THE EXECUTIVE DIRECTOR.

Commissioners AYE NAY NV AB Commissioners AYE NAY NV
AB

Commissioners	AYE	NAY	NV	AB	Commissioners	AYE	NAY	NV
LaVar Young, Chair	✓				DeAndre Rudolph Treasurer	✓		
Raquel Cagley				✓				
A. Dean Rawls Secretary	✓							
Hubert Graham Vice-Chair	✓							

CERTIFICATION

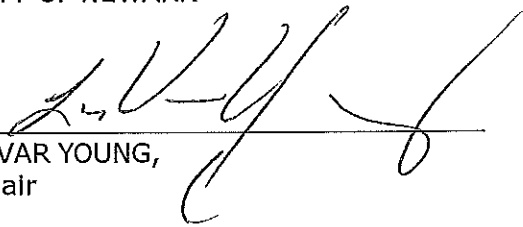
I, LaVAR YOUNG, Chair of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK AUTHORIZING A CONTRACT BETWEEN THE NEWARK PARKING AUTHORITY AND THE EXECUTIVE DIRECTOR" (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE
CITY OF NEWARK

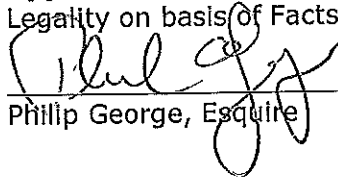
[SEAL]



LaVAR YOUNG,
Chair

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE PARKING AUTHORITY OF THE CITY OF NEWARK RATIFYING AND
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A
SETTLEMENT AGREEMENT WITH THE CITY OF NEWARK,
THE NEWARK HOUSING AUTHORITY AND
DEVILS ARENA ENTERTAINMENT, LLC.
AND NEGOTIATE FURTHER ARENA MATTERS.**

**Approved as to form and
Legality on basis of Facts**


Phillip George, Esquire

**Factual Contents Certified
to by**


EsBowers

RESOLUTION NO.: 06-2013-27

WHEREAS, the Board of Commissioners of the Parking Authority of the City of Newark has previously authorized the Executive Director Parking of the Authority of the City of Newark to negotiate with the City of Newark, the Newark Housing Authority and the Devils Arena Entertainment LLC regarding the administration of certain leases and other agreements entered into by those parties at a prior time; and,

WHEREAS, a certain arbitration was settled between them by entering into an agreement between those parties that the Parking Authority of the City of Newark would take over certain administrative tasks related to the financing and leasing of the Prudential Arena, and certain payments in lieu of parking fees would be paid by the City of Newark to the Devils Arena Entertainment LLC; and,

WHEREAS, a settlement agreement was drafted and circulated to the parties for execution by all parties, but subject to financial and administrative deadlines for execution in order to comply with financial obligations between the City of Newark and the Newark Housing Authority; and,

WHEREAS, the Executive Director of the Parking Authority of the City of Newark consulted with general counsel regarding the terms of the agreement and with the Chairman prior to executing the settlement agreement subject to the

approval and ratification of the Board of Commissioners as set forth in that settlement agreement; and,

WHEREAS, the Commissioners of the Parking Authority of the City of have reviewed the terms of the settlement agreement and the opinion of general counsel thereon:

NOW, THEREFORE, BE IT RESOLVED by the Parking Authority of the City of Newark that the settlement agreement between the Parking Authority of the City of Newark, the City of Newark, the Newark Housing Authority and the Devils Arena Entertainment LLC is approved; and,

IT IS FURTHER RESOLVED, that the execution of the settlement agreement by the Executive Director subject to the approval and ratification of the Board of Commissioners is ratified.

Commissioner Seconded the Motion

X - Indicates Vote AB - Absent NV - Not Voting

Board of Commissioners Vote of Final Passage

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK RATIFYING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT AGREEMENT WITH THE CITY OF NEWARK, THE NEWARK HOUSING AUTHORITY AND DEVILS ARENA ENTERTAINMENT, LLC. AND NEGOTIATE FURTHER ARENA MATTERS.

Commissioners	AYE	NAY	NV	AB	Commissioners	AYE	NAY	NV
LeVar Young, Chairman	✓				DeAndre Rudolph	✓		
Raquel Cagley	✓							
A. Dean Rawls	✓							
Hubert Graham	✓							

CERTIFICATION

I, LEVAR YOUNG, Chairman of the Parking Authority of the City of Newark (the "Authority"), a public body corporate and politic and a political subdivision of the State of New Jersey, DO HEREBY CERTIFY as follows:

Attached hereto is a copy of a resolution entitled, "RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PARKING AUTHORITY OF THE CITY OF NEWARK RATIFYING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A SETTLEMENT AGREEMENT WITH THE CITY OF NEWARK, THE NEWARK HOUSING AUTHORITY AND DEVILS ARENA ENTERTAINMENT, LLC. AND NEGOTIATE FURTHER ARENA MATTERS," (the "Resolution"), which Resolution was adopted at a regular meeting of the Authority duly called, advertised and held on June 27, 2013 in accordance with the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, as amended and supplemented, at which meeting a quorum was present and acting throughout, which copy of said Resolution has been compared by me with the original thereof as officially recorded in the Minute Book of the Authority and that said copy is a true, complete and correct copy of said Resolution and that said Resolution has been duly adopted and has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Authority hereto this 27th day of June, 2013.

PARKING AUTHORITY OF THE
CITY OF NEWARK

[SEAL]


LEVAR YOUNG, Chairman



ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

ATTORNEYS AT LAW

June 11, 2013

Ernest R. Booker, Esquire
Executive Director
Parking Authority of the City of Newark
50 Park Place, Suite 919
Newark, NJ 07102

**Re: Devils Arena Entertainment LLC v. City of Newark and Newark Housing Authority
Proposed Settlement Agreement
Our File No. 1151-1017**

**Attorney Client Privilege
Not for Publication or Release
For Client Eyes Only
Personal & Confidential
By Email Only**

Dear Director Booker:

The Parking Authority of the City of Newark (hereinafter referred to as the "Authority") has been requested to sign off on the proposed settlement agreement between the Devils Arena Entertainment, LLC, (hereinafter referred to as the "DAE") the Newark Housing Authority (hereinafter referred to as the "NHA") and the City of Newark because the settlement agreement contemplates the Authority as a designee of most, if not all, of the NHA obligations under the Lease of the Arena and possibly the related Redevelopment Agreements for the Arena District Redevelopment Plan.

A copy of the proposed settlement agreement is attached for reference.

This is an abbreviated review because of the nature of the time line required to implement the agreement as has been stated by the City of Newark Corporation Counsel, Director of Finance and Business Administrator.

We have reviewed the proposed settlement agreement and can recommend it for approval by the Board of Commissioners of the Authority. We would have recommended some clarifications with regard to some portions, but the agreement is largely acceptable in its present form. Please note that under §10(b), approval by the Board of Commissioners is a pre-condition to the execution of the agreement. The City of Newark approved the settlement agreement by Resolution adopted on February 26, 2013; I am not aware that the NHA or DAE have approved it, but heard the same anecdotally.

ANALYSIS - FINANCIAL OBLIGATION

The agreement sets forth an "Annual Payment" in the definition section which is the \$2.7 million arbitration award payable to the DAE annually, commencing on July 1, 2013. The proposed agreement also states that the Annual Payment and Lease Payment have been adjusted by offset for all prior years. It is to be paid by the NHA to DAE. However, in § 3(b) the proposed agreement states that, commencing with the present Lease Year, the "Annual Payment" is to be offset against any rent due from DAE under the Lease for the Arena. In the event that the Annual Payment exceeds the rent (for instance, rent is less than \$2.7 million as calculated under the Lease), then NHA shall pay, or the City shall provide funds to NHA to pay, the difference between the rent and the Annual Payment.

The City is granted authority to enact a ticket tax, which will not apply to certain premium seating. The DAE will participate in the ticket tax revenue.

ANALYSIS - GREEN STREET GARAGE

§ 4 relates to the development of a parking garage adjacent to City Hall on land owned by the City of Newark. The section specifically notes that development of such a structure is preferred in order to spur development in the area. The agreement permits the City of Newark to designate an alternate entity to develop a parking structure. The proposed agreement states that the DAE will pay to the City of Newark or its designee \$400,000 per year for reservation of 32,000 parking spaces per year for special events, valued at \$12.50 per space, for a garage containing 500 spaces. If a garage is built with less capacity, the reservation of spaces and fee paid for reservation of spaces would be reduced *pro rata*.

The City of Newark Parking Tax will not be paid on such spaces; however, if the rate charged for special events parking for the reserved spaces exceeds \$12.50, then the parking tax for special events would apply to the difference between the rate actually charged and the base \$12.50 rate.

The City of Newark is permitted to reserve space for its own purposes during special events, but the reserved spaces will not count against the 500 guaranteed spaces. This would require the garage to have more spaces to meet the minimum after City spaces are excepted, but there is no cap to what the City can reserve. We would have recommended a cap to this ability of the City of Newark to reserve its own spaces. This way the garage could be planned appropriately; as it is, the City's reserved spaces are flexible and the formula for guaranteed spaces does not therefore work once the garage is built.

If the authority is designated by the City as the developer of the garage, the DAE and Authority will enter into the appropriate operator's agreement.

Finally, all signage on the garage is to be considered as being within the Arena Development area and subject to the Lease Agreement. Since we do not have this document we cannot address what limitations there may be on this or what fee-splitting arrangements are provided for advertising, in the event that the Authority or developer were to erect an electronic sign.

**ANALYSIS – REASSIGNMENT OF NHA REDEVELOPER ENTITY
RIGHTS TO NPA**

§ 9 provides that all rights of the NHA shall be reassigned to the City, the NPA or another City designee as soon as practicable after the agreement is signed. The agreement provides that NHA will remain responsible for certain administrative tasks, primarily the disbursement of bond issue payments and rent which cannot be re-delegated without threatening tax exempt status. Further, the NHA will remain responsible as the Redevelopment entity under the original agreements to administer the Redevelopment Agreements with the designated Redevelopers (Lopez and Edison).

CONCLUSIONS

While we would have proposed changes to some sections of the settlement agreement, the agreement appears to be workable. The agreement reserves for subsequent proposal and agreement the actual turnover of the NHA's responsibilities under the Lease and Operating Agreements, as well as the turnover of the Green Street garage development and operating agreement.

If you have any additional questions or concerns, please do not hesitate to contact me. Thank you for your cooperation in this matter.

Very truly yours,
Eric M. Bernstein & Associates, LLC

Philip G. George

By:

Philip G. George, Esquire

PG/pg

CC: by email only
LaVar Young, Chairman, Board of Commissioners



ROBERT P. MARASCO
CITY CLERK
NEWARK, NEW JERSEY
07102

7R7A(S) 02-26-13

KENNETH LOUIS
DEPUTY CITY CLERK

February 27, 2013

Anna P. Pereira, Corporation Counsel
Department of Law
920 Broad Street, Room 316
Newark, New Jersey 07102

RE: EXECUTION OF CONTRACT

Dear Ms. Pereira

Enclosed herewith is one (1) copy of contract(s) together with certified resolution(s), 7R7-A, as adopted by the Municipal Council at its Special Meeting held February 26, 2013.

In order to comply with N.J.S.A. 40A:11-24, which mandates that all contracts must be fully executed within 21 days, please proceed as follows:

1. Duplicate two (2) or more copies of the attached contract(s).
2. Have each copy of the contract(s) signed and witnessed by all parties as indicated on the signature page.
3. Type or print the name of all signers underneath their signatures.
4. If the vendor is a corporation, a corporate seal must be imprinted on the signature page.
5. Return all signed copies to the Office of the City Clerk for attestation by the City Clerk.


Should you have any questions, please contact this office at (973) 733-3669.

Very truly yours,

City Clerk

RPM/MD/bs

Enclosure: SEE ATTACHED LIST

PICKED UP BY 

DATE 2/28/13

**LIST OF CONTRACTS TO BE EXECUTED BY
DEPARTMENT OF LAW
SPECIAL COUNCIL MEETING OF FEBRUARY 26, 2013**

<u>RESOLUTION #</u>	<u>CONTRACT</u>
7R7-A(s) 022613	Settlement agreement and release, Claimant: Devils Arena Entertainment, L.L.C., Devils Renaissance Development L.L.C. Claimant's Attorney: Genova Burns Giantomasl & Webster Attorney's Address: 494 Broad Street, Newark,, New Jersey 07003 Settlement Amount: N/A

Resolution of the City of Newark, N.J.

NO. 7R7-A(S)

Date of Adoption FEB 26 2013

Dept/ Agency: Law
 Action: () Ratifying (X) Authorizing () Amending
 Purpose: Settlement Agreement and Release
 Docket No.: None
 Claimant: Devils Arena Entertainment, L.L.C., Devils Renaissance Development, L.L.C.
 Claimant's Attorney: Genova Burns Giantomasi & Webster
 Attorney's Address: 494 Broad Street, Newark, New Jersey 07102
 Settlement Amount: N/A
 Funding Source: No City of Newark Budget Funds
 Additional Comments:

Approved as to Form and Legality on Basis of Facts Set Forth

Carlyne
 Corporation Counsel

[Signature]
 Factual Contents certified by
[Signature]
 Title

Council Member Council of the Whole presents the following Resolution:

WHEREAS, the City of Newark, Devils Arena Entertainment, L.L.C., (hereinafter "DAE"), Devils Renaissance Development, L.L.C., (hereinafter "DRD"), Newark Housing Authority (hereinafter "NHA") and the Newark Parking Authority (hereinafter "NPA") are desirous of entering into an agreement with respect to certain rights and obligations concerning the Prudential Center ("Arena"), the Arena Lease Agreement dated February 2, 2005, as amended ("Lease") and the Award of the American Arbitration Association dated April 4, 2012 ("Award") between the NHA, as Claimant and DAE and DRD as Respondents; and

WHEREAS, the City of Newark, DAE, DRD, NHA & NPA have determined that it is in their respective best interests to amicably resolve certain rights and obligations concerning the Prudential Center ("Arena"), the Arena Lease Agreement dated February 2, 2005, as amended ("Lease") and the Award of the American Arbitration Association dated April 4, 2012 ("Award") between the NHA, as Claimant and DAE and DRD as Respondents; and

WHEREAS, the City of Newark based upon all facts and circumstances presented, deems it in the best interest of the City to enter into the attached Settlement Agreement and Release.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:

1. The City of Newark is hereby authorized to execute the Settlement Agreement and General Release annexed to this Resolution and to take such further actions as deemed necessary by to effectuate the Settlement Agreement and Release.
2. A copy of the fully executed Settlement Agreement and Release shall be filed in the Office of the City Clerk.

STATEMENT

The purpose of the within Resolution is to authorize the execution of the Settlement Agreement and Release between the City of Newark, the Devils Arena Entertainment, L.L.C., (hereinafter "DAE"), Devils Renaissance Development, L.L.C., (hereinafter "DRD"), Newark Housing Authority (hereinafter "NHA") and the Newark Parking Authority (hereinafter "NPA")

CERTIFIED TO BY ME THIS

Do not use space below this line

FEB 27 2013

RECORD OF COUNCIL VOTE ON FINAL PASSAGE														
Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB	Council Member	AYE	NAY	NV	AB
Amador	✓				Gonzalez	✓				Sharif	✓			
Baraka	✓				Quintana	✓				Ramos, Acting President, Vice President	✓			
Crump		✓			Rice	✓								

✓ Indicates Vote

AB - Absent

NV - Not Voting

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

FEB 26 2013

[Signature]
 President of the Council

[Signature]
 City Clerk

AGREEMENT AND RELEASE

The Devils Arena Entertainment LLC, ("DAE"), The Devils Renaissance Development, LLC ("DRD"), (collectively DAE and DRD the "Devils") the Newark Housing Authority ("NHA"), the City of Newark ("City") and the Newark Parking Authority ("NPA") have agreed with respect to certain rights and obligations concerning the Prudential Center the Arena Lease Agreement dated February 2, 2005, as amended ("Lease") and the Award of the American Arbitration Association dated April 4, 2012 (AAA Case Number 18 115 01051-10) ("Award") between the NHA, as Claimant and DAE and DRD as Respondents. Anything contained in the Lease, the Redevelopment Agreement dated February 2, 2005 between DRD and the NHA as supplemented by the Primary Term Agreement ("RDA") and the Agreement Regarding Commencement of the Primary Term between DRD and the NHA dated January 24, 2006 ("PTA") to the contrary notwithstanding the Parties have agreed as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following respective meanings:

"Annual Payment" shall mean the annual payment of \$2.7 million determined pursuant to the Award, due from the NHA to DAE under Section 2(B)(xi)(c) of the PTA which the Parties hereby acknowledge shall be the sole monetary obligation of the NHA under Section 2(B)(xi)(c) of the PTA pursuant to the Award, provided however the \$2.7 million shall be increased by 12.5% for Lease Year 2017-18 and increased further by 12.5% every 5th Lease Year thereafter, due from the NHA to DAE under the PTA and as determined pursuant the Award. For the avoidance of doubt the parties acknowledge that (i) the aforesaid 2.7 million dollar parking payment and 12.5% escalation shall satisfy the NHA's annual \$2.7 million dollar guarantee described in the Parking Letter as defined in the PTA; and (ii) all other aspects of the RDA, PTA, and Lease regarding parking shall remain in effect.

"Arena" shall mean the Prudential Center arena, as described in the Lease.

"Parties" shall mean the Devils, the NHA, the City and the NPA.

"Services Agreement" shall mean the Services Agreement, dated June 29, 2004, between the NHA and the City.

"Services and Development Agreement" shall mean the Services and Development Agreement, dated _____, 2005, between the NHA and the City.

“State” shall mean the State of New Jersey.

2. **TERM.** The term (the “Term”) of this Agreement shall commence on the Effective Date, as defined in paragraph 9 below, hereof and continue coterminous with the term of the Lease.

3. **PAYMENTS.**

(a) The Lease is hereby amended to provide that with respect to Lease Year: July 1, 2011 – June 30, 2012 the Parties have settled all DAE Lease Rent payment obligations under Article 5 of the Lease by offsetting all of such obligations entirely against the Annual Payment, due for and through Lease Year: July 1, 2011 – June 30, 2012. The Parties further acknowledge that, with respect to said Lease Year and all preceding Lease Years, no amounts remain payable either (i) by DAE as Rent due under Article 5 of the Lease or (ii) by the NHA or the City with respect to any Annual Payment or the Award.

(b) Beginning in Lease Year July 1, 2012 – June 30, 2013, DAE shall receive a credit against the Rent payable by DAE under Article 5 of the Lease, in the amount of the Annual Payment applicable to such Lease Year. If in any Lease Year the amount of Annual Payment shall exceed the amount of Rent payable by DAE under Article 5 of the Lease, then the City shall pay, or provide the NHA with sufficient funds to pay the differential to DAE within thirty (30) days following the “Payment Date” (as such term is defined in Section 5.1 of the Lease) in respect of such Lease Year.

4. **PARKING FACILITY.** The City of Newark is exploring the feasibility of constructing or causing to construct a structured parking facility with or without commercial/retail space at its City parking lot, adjacent to the municipal building at 31 Green Street, Newark, NJ 07102 and located at the southwest corner of Green and Mulberry Streets (“Parking Facility”). DAE has indicated that it is desirous of reserving parking spaces at the Parking Facility during Arena Events. Accordingly, if and when the City completes the construction of a parking facility at the Green Street location the following shall apply:

(a) If the Parking Facility contains a minimum of 500 “Available Parking Spaces”, excluding Exempted Parking Spaces, as defined in 4(b) (“Available Parking Spaces”), DAE shall guarantee annual gross revenue to the City or its designee of not less than a gross of \$400,000.00, inclusive of any and all taxes as described below (“Guarantee”). The Guarantee shall be based upon a “Per-Space Fee”

paid by DAE to the City or its designee for each space occupied during Arena Events, under Section 4(d) at a rate of \$12.50 per parking space, (as adjusted herein below "Per Space Fee") based upon an anticipated use of 32,000 spaces per year. The Per-Space Fee shall be inclusive of any and all taxes, including but not limited to the applicable parking tax payments to the City in accordance with the applicable Newark Municipal Ordinance, which shall be paid directly by the City or its designee to the proper taxing authority. The Guarantee and Per Space Fee shall increase by 12.5% beginning at the end of the fifth year of operation of the Parking Facility and every fifth year thereafter. For example, beginning at the end of the fifth year, the Per-Space Fee shall increase from \$12.50 to \$14.0625 and the resulting annual Guaranteed Payment shall increase from \$400,000.00 to \$450,000.00. In the event that the Parking Facility contains less than 500 Available Parking Spaces, the Guarantee shall be reduced on a pro rata basis. For example if the number of Available Parking Spaces is 250 then the Guarantee shall be reduced to \$200,000.00.

- (b) The City may designate a limited number of parking spaces for continued use by the City including during Arena Events which shall not be made available for sale to the public or otherwise sold during Arena Events. (the "Exempted Parking Spaces"). Neither the City nor its designee shall be responsible for any payments in respect of the use of the Exempted Parking Spaces. Such Exempted Parking Spaces, however, shall not be counted against the number of spaces subject to the Guarantee. For example, if the Parking Facility contains 50 Exempted Parking Spaces then the Parking Facility must contain 550 parking spaces to meet a minimum Guarantee of 500 spaces available for use by DAE.
- (c) In accordance with DAE's use of Available spaces, DAE shall pay to the City that portion of parking taxes due on any parking space fee imposed in excess of the Per Space Fee for Arena Events. DAE shall remit any applicable parking tax payments and filings to the City in accordance with the applicable Newark Municipal Ordinance on Available Parking Space sold in excess of the Parking Space Fee during Arena Events.
- (d) The Available Parking Spaces shall be available to DAE exclusively for Arena Events provided DAE notifies the City not less than ten days prior to each Arena Event of the retention of such exclusivity for all or a specified number of such spaces. Such exclusivity notice shall be in writing and may be reduced to three days for short notice Arena Events such as tenant championship/playoff events.
- (e) With respect to Arena Events, the terms of this Agreement shall control the operation of the Parking Facility as set forth herein. Notwithstanding, the City (or any third party designated by the City to operate the Parking Facility) and DAE shall execute a separate parking operator agreement with respect to the

Parking Facility operations, which shall incorporate the terms of this Agreement in furtherance of the rights conferred herein. The separate parking operator agreement (i) shall provide that the City (or any third party designated by the City to operate the Parking Facility) shall be responsible for costs and expenses associated with the operation of the Parking Facility and (ii) shall contain standard provisions including but not limited to maintenance, insurance, liability, accounting reconciliation, personnel requirements, hours of operation and reservation system.

- (f) Any naming of the Parking Facility shall be subject to any naming provisions contained within the Lease, including but not limited to Section 6.4 of the Lease. Such provisions shall apply even if the Parking Facility is outside the geographic area identified within the Lease terms. Without limiting the applicability of the foregoing, any advertising or promotional materials displayed on the Parking Facility shall be treated as if located within the geographic area identified within the Lease, and subject to the provisions contained within the Lease applicable to such advertising or promotional materials.

5. **ADMISSION SURCHARGE.** The Devils hereby agree that in accordance with State law and subject to any State approval, the City may adopt an ordinance establishing and setting an "Admission Surcharge Tax" on "Tenant Events" (as defined below) at the Arena in the amount of 1.375%. The Devils further agree that in the event that the City adopts an Ordinance establishing an "Admission Surcharge Tax" for "Tenant Events", in the amount of 1.375%, that the City will retain all revenue generated from this "Admission Surcharge Tax", subject to the limitations in 5(b) the Premium Seating.

- (a) As used herein "Tenant Events" shall mean all regular and playoff games for which the Arena is licensed or rented for a tenant's games played by any professional or collegiate sports team, or league. For avoidance of doubt Tenant Events shall include current Arena tenants/licensees New Jersey Devils NHL Hockey, Seton Hall NCAA Basketball and Liberty WNBA Basketball and any other tenant comparable events that may exist in the future.
- (b) The "Admission Surcharge Tax" shall not be imposed on the sale of Premium Seat tickets (Suite, Platinum or Goal Bar), except for annual Premium Seat Licenses (i.e., Suite Licenses, Platinum Seat Licenses and Goal Bar Terrace Table Licenses) that are sold or renewed (in the case of a preexisting Premium Seat Licenses) after the effective date of this Agreement, and in such event the "Admission Surcharge Tax" shall be assessed solely upon the Premium Seat License "Ticket Component Value" for all Tenant Events. As used herein "Ticket Component Value" shall mean the value of the standard seating tickets

issued for the Premium Seat License, measured by the box-office price of general admission seating directly in front of the Premium Seating.

- (c) The Devils further agree that in the event that the City adopts an Ordinance as described above establishing and setting an Admission Surcharge Tax at the rate of 1.375%, the Devils will not assert that this is an Excess Tax under Section 9.2 of the Lease, provided that anything contained herein to the contrary notwithstanding, the provisions of Section 9.2 of the Lease shall apply to any "Admission Surcharge Tax" or other "Excess Tax" in excess of 1.375%.

6. FACILITY FEE: As of the Effective Date of this Agreement, the Devils hereby agree that it shall impose a fee on the admission charged for Non-Tenant Events (as defined herein), except for Non-Tenants Events where (i) the terms of the event booking prohibit a Facility Fee (e.g. NJSIAA high school events), or (ii) where the price of the admission charge is \$15 or less (e.g. Mayor's Pass"). The City shall receive the following maximum share of any per ticket Facility Fee imposed by DAE with respect to "Non-Tenant Events": Years 1 and 2: \$1.25, Year 3: \$1.30, Year 4 to Year 5: \$1.50, and Year 6: \$1.50 plus increase of 12.5%, and an additional 12.5% every fifth year thereafter. The City Facility Fee Share shall be paid annually to the City on each "Payment Date" under the Lease.

As used herein "Non-Tenant Events" shall mean all Arena public events, (other than Tenant Events), with respect to which DAE imposes a facility fee pursuant to the terms of the booking of the event.

Any Facility Fee imposed shall be in addition to any Lease Rent.

7. DEVELOPER RIGHTS. The City and DAE each have a vested interest in the timely and robust development of the area in and around the Arena, identified as the Downtown Core Redevelopment Area ("DCRA"). In the event any development opportunities shall arise in the DCRA resulting from but not limited to newly proposed development projects, voluntary termination of any existing development rights, termination of any existing development rights by way of judgment or court order, settlement or other cessation of any development rights, to the extent permitted by law, the City agrees to consult with DAE to explore any resulting development opportunities in partnership with the City or other related governmental entity in any development in the DCRA. Nothing in this section shall be interpreted as an assurance or promise of any obligation whatsoever on the part of the City to enter into any development agreement or partnership with DAE.

8. **SETTLEMENT.** This Agreement is a settlement, waiver and release of all rights, benefits and claims of the Parties, their respective successors and assigns directly or indirectly arising from all claims directly or indirectly relating to or arising from the arbitration upon which the Award was rendered (the "Arbitration") and all related litigation and each Party hereby forever releases, discharges, and gives up any and all claims, demands obligations, actions, rights and causes of action (collectively referenced as "Claims") whether such Claims are based in law or equity, statutory or common law, tort, contract, other theory of recovery, known or unknown, which any Party had or has, or believes it has, including, but not limited to those which relate to, or arise out of, the subject matter of or could have been asserted in the Arbitration, in all related litigation, in this Agreement and/or for any claim to date, and/or the relationship between the parties to the arbitration and related litigation, including without limitation the NHA and the City.

9. **LEASE DELEGATION.** The NHA represents that pursuant to the June 15, 2005 Services and Development Agreement (the "Services Agreement"), the NHA is the agent of the City, for certain purposes, relative to a redevelopment area known as the "Downtown Core District", including the collection of rent under the Lease and the payment of such rent to the City.

- (a) The Parties hereby agree that as of the Effective Date of this Agreement, or as soon as practical thereafter, the Lease, and all of the NHA administrative rights, obligations and liabilities thereunder shall be delegated and subcontracted from the NHA to the City, to the NPA, or to a designee of the City's choosing, and the City, the NPA, or the designee of the City's choosing does agree to accept, assume, perform and discharge all of such rights, obligations and liabilities of the NHA under the Lease, provided that the NHA shall remain liable for the performance and discharge of all such obligations and liabilities delegated to the NPA, the City, or the designee of the City's choosing.
- (b) The NHA further represents that the City and the NHA shall terminate, by amendment, those provisions of the Services and Development Agreement necessary in order to execute and deliver a subcontract agreement whereby the NHA shall delegate all of its rights and all of its duties under the Lease to the NPA and the NPA shall perform all of the delegated rights and duties set forth in the Lease from the NHA, provided that the NHA shall remain liable for the performance and discharge of all of its obligations and liabilities under the Lease, including without limitation the obligations and liabilities delegated to the NPA, the City, or the designee of the City's choosing. In addition, the NHA further represents that, those provisions of the Services and Development agreement that (i) provide for NHA's obligation to remit rent payments to the City and to convey its reversionary interest in the Arena to the City, and (ii) are necessary as to not adversely affect the tax-exempt status of

the NHA bonds that financed or refinanced a portion of the costs of constructing the Arena, shall remain in full force and effect.

- (c) While remaining as title owner of the demised premises identified within the Lease and landlord under the Lease, the NHA agrees to negotiate in good faith with the City with the objective of terminating and/or modifying any remaining contractual rights and responsibilities of the NHA under the Services and Development Agreement and any other agreement(s) with the City (other than the Services Agreement, which shall remain in full force and effect) to the extent applicable to the NHA's relationship with the Devils, such that to the fullest extent practicable the City, the NPA or another designee of the City's choosing, shall henceforth be the party with which DAE shall interact in connection with the administration of the Lease. Nothing herein shall affect or impair in any way (i) the continuing administration by the NHA, as the designated "redevelopment entity" for the DCRA, of the Redevelopment Agreement and all other redevelopment agreements and redevelopment activities within the DCRA, and (ii) NHA's continuing liability to DAE for the performance and discharge of its obligations and liabilities under the Lease.
- (d) The Devils agree and stipulate that the delegation of duties and responsibilities described in paragraphs (a) through (c) above shall not constitute a "Transfer" under section 3.3.1(a) of the Lease and that the NHA shall remain liable for the performance and discharge of its obligations and liabilities under the Lease. Any delegation or subcontract permitted by this provision shall not give rise to any claims or rights of the Devils under Section 3.3.1(a) against the NHA or the City, including, but not limited to, any calculation or allocation of residual interest under Section 3.3 of the Lease.
- (e) Except as specifically provided in this Section 9, nothing contained herein shall adversely affect any rights and benefits of DAE under the Lease. For avoidance of doubt, except as explicitly stated in this Section 9, the Devils shall retain all rights and benefits under the Lease, including without limitation, Section 3.3 of the Lease, with respect to any other or subsequent "Transfer" within the meaning of Section 3.3.1(a) of the Lease.
- (f) The NHA shall remain the record owner of the demised premises identified within the Lease and nothing herein shall constitute a transfer or cessation of said ownership rights nor is any term herein intended to be such.

10. APPROVALS AND EFFECTIVE DATE.

- (a) This Agreement shall be effective and in force and effect the date upon which the NHA, the City, and the NPA have obtained all required approvals and

authorizations as provided by law (including any necessary governmental or regulatory approvals, and upon the Devils' receipt of a duly authorized written notice from the NHA, the City, and the NPA stating that such approvals and authorizations have been duly obtained and that this Agreement is thereby effective (the "Effective Date").

- (b) This Agreement is conditioned upon and subject to the City, the NHA, and the NPA obtaining all necessary board, commission, owner and/or governmental approvals and authorizations required for the execution, delivery and consummation of this Agreement and conditioned upon and subject to the State permitting the City to enact an Ordinance establishing an Admission Surcharge Tax at the rate of 1.375%

Furthermore, this Agreement is conditioned upon and subject to compliance by the NHA, the City, the NPA, or the designee of the City's choosing, of all obligations and liabilities under the terms of the Lease, RDA, PTA, and the Award in all material respects.

11. **NOTICES.** All notices required under this Agreement shall be written and delivered via regular and certified mail, return receipt requested as follows:

CITY OF NEWARK

Business Administrator
City of Newark
920 Broad Street, Room 205
Newark, New Jersey 07102

Corporation Counsel
City of Newark
920 Broad Street, Room 316
Newark, New Jersey 07102

NHA

Executive Director
Newark Housing Authority
500 Broad Street
Newark, New Jersey 07102

Chief Legal Officer
Newark Housing Authority
500 Broad Street
Newark, New Jersey 07102

NPA

Executive Director
Newark Parking Authority
50 Park Place, Room 919
Newark, New Jersey 07102

DEVILS

Jeffrey Vanderbeek
Devils Renaissance Development, LLC
165 Mulberry Street
Newark, New Jersey 07102

Jeffrey Vanderbeek
Devils Arena Entertainment, LLC
165 Mulberry Street
Newark, New Jersey 07102

With a copy to:

Gordon Lavalette
Devils Arena Entertainment, LLC
165 Mulberry Street
Newark, New Jersey 07102

In the event that any of the above changes its address, such change of address shall be communicated to the other party in the manner set forth in this numbered paragraph.

12. MISCELLANEOUS.

- (a) The parties will agree in advance on any public media announcements regarding the subject matter hereof, and the timing of the release and/or press conference relating to any such announcements.
- (b) Each of the Parties make the following representations and warranties:
- i. The execution, delivery, and performance of this Agreement will not violate, conflict with, or cause a default or violation under any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject or any agreement, contract, indenture, or other binding arrangement.
 - ii. The applicable authorized persons designated as a signatory herein have been duly appointed to act as its representatives hereunder and have full power and authority to execute and deliver the Agreement, and to take any and all other actions all without further consent or direction from, or notice to, it or any other party.
- (c) **MODIFICATION OF LEASE TERMS.** The terms and conditions of the Lease and any and all related agreements and understandings are hereby amended and

modified to the extent inconsistent or in conflict with any of the terms and conditions of this Agreement. Except as specifically provided herein all the terms and conditions of the Lease, the RDA, and the PTA shall remain in full force and effect. All capitalized terms not otherwise defined herein shall have the meanings ascribed under the Lease.

- (d) **ENTIRE AGREEMENT.** This Agreement (i) contains the entire agreement between the parties hereto relating to the transactions contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein; (ii) may not be changed, modified, terminated or discharged, in whole or in part, except by a writing, executed by the party against whom enforcement of the change, modification, termination or discharge is sought; (iii) shall be construed, governed and enforced in accordance with the laws of the State of New Jersey, without regard to conflicts of laws principles; (iv) may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument; and (v) that there are no other parties that should be bound or a party to this Agreement in order to effectuate the Agreement terms.
- (e) **AMENDMENT.** This Agreement shall be amended only by a written document signed by the Parties and subject to the approval of the Newark Municipal Council and the governing bodies of each of the NHA and NPA. If such a written amendment is entered into, such written amendment shall modify only the provisions of this Agreement specifically modified and shall be deemed to incorporate by reference, unchanged, all remaining provisions of this Agreement.
- (f) **FURTHER ACTS.** Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.
- (g) **NO ADMISSION.** Nothing in this Agreement, including any characterization of facts or legal rights, shall constitute an admission of any fact or any wrongdoing by the Devils, the NHA, the City or the NPA; nor shall the same be used for any purpose other than for the limited purpose of enforcing this Agreement.
- (h) **EXECUTION OF AGREEMENT.** The Parties shall execute this Agreement upon approval by their respective governing bodies or commissions, as the case may be.

**DEVILS ARENA ENTERTAINMENT LLC
DEVILS RENAISSANCE DEVELOPMENT LLC**

CITY OF NEWARK

By: _____
Name: _____
Title: _____
Address: 165 Mulberry Street
Newark, NJ 07102

By: _____
Name: _____
Title: _____
Address: _____

**HOUSING AUTHORITY OF THE
CITY OF NEWARK**

NEWARK PARKING

By: _____
Name: _____
Title: _____
Address: _____

By: _____
Name: _____
Title: _____
Address: _____

RESOLUTION APPROVING THE LIST OF BILLS FOR JUNE 27, 2013

Resolution No. 06-2013- *26*

**Approved as to form and
Legality on basis of Facts**

Factual Contents Certified

by _____
Budget Authorization Certified

Phil G. George, Esq.
Office of General Counsel

WHEREAS, the Executive Director has received and reviewed the attached List of Bills for the Month of June, 2013; and

WHEREAS, the Board of Commissioners approved the list of Bills for June, 2013; and

WHEREAS, the Executive Director is recommending that the List of Bills be approved; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Parking Authority of the City of Newark, that the List of Bills for June, 2013 approved for payment.

Commissioner _____ Seconded the Motion
X - Indicates Vote AB – Absent NV – Not Voting
Board of Commissioners Vote of Final Passage

Commissioners AYE NAY NV AB Commissioners AYE NAY NV AB

LaVar Young					DeAndre Rudolph				
Raquel Cagley									
A Dean Rawls					Hubert Graham				

I hereby certify that the above Resolution No.05-2013- was accepted at a Commissioners meeting of the Parking Authority of the City of Newark on May 30, 2013.

By: _____

LaVAR YOUNG
Chairperson
Newark Parking Authority

(SEAL)
ATTEST:

WITNESS:
