

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING GOING INTO EXECUTIVE SESSION TO  
DISCUSS CERTAIN MATTERS**

**WHEREAS**, there are certain matters that need to be discussed by the Board of Commissioners of the Jersey City Redevelopment Agency in Executive Session; and

**WHEREAS**, the matters to be discussed are :pending litigation, potential litigation, contract negotiations and personnel; and

**WHEREAS**, the results will be disclosed to the public upon settlement of any litigation matters which were discussed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency approving the Commissioners go into Executive Session to discuss certain matters including pending or potential litigation as well as personnel matters.

  
Secretary

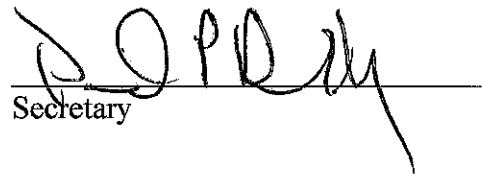
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated June 20, 2017

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED MAY 16, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated May 16, 2017 for their review and approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated June 20, 2017.

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b><u>NAME</u></b>	<b><u>AYE</u></b>	<b><u>NAY</u></b>	<b><u>ABSTAIN</u></b>	<b><u>ABSENT</u></b>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING OF MAY 16, 2017**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of ; and

**WHEREAS**, the following issues were discussed: 1) Litigation; contract negotiations and personnel matters.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of May 16, 2017 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated June 20, 2017

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AMENDMENT AND CLOSE OUT OF  
PROFESSIONAL SERVICES AGREEMENT NO. 15-12-BA12  
WITH ARCHER & GREINER, PC**

**WHEREAS**, the Agency has been under contract for professional legal services with Archer and Greiner, PC as Special Legal Counsel; and

**WHEREAS**, the original Contract No. 15-12-BA12 was in the amount of \$50,000; and

**WHEREAS**, an Amendment to the contract is necessary to reflect the additional legal costs pertaining to professional legal services in the amount of \$29, 660.15 for an adjusted contract amount of \$79,660.15; and

**WHEREAS**, the Contract is also closed out as of that date; and

**WHEREAS**, the said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for rendition of professional services that do not require competitive bidding; and

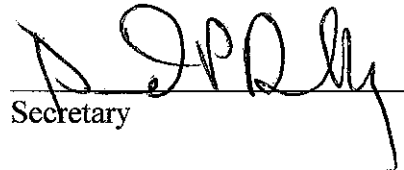
**WHEREAS**, this contract was awarded in accordance with N.J.S.A. 40A:20.4 et seq. as it pertains to Fair & Open Contracts; and

**WHEREAS**, notice of the award of this amended contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that it authorizes an amendment and close out to Professional Services Agreement NO. 15-12-BA12 with Archer and Greiner, PC in the amount of \$29,660.15 for a new total contract amount of \$79,662.15.

**BE IT FURTHER RESOLVED**, that Professional Services Agreement No. 15-12-BA12 be closed out.

**BE IT FURTHER RESOLVED**, by the Board of Commissioners that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Regular Meeting dated June 20, 2017

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AN AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT No. 17-01-DJ9 WITH  
McMANIMON, SCOTLAND & BAUMANN, LLC FOR  
SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS  
REDEVELOPMENT AREAS CITY-WIDE**

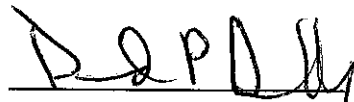
**WHEREAS**, the Jersey City Redevelopment Agency requires the service of a Law Firm as Special Counsel, pursuant to certain requirements of N.J.S.A. 40A:12a-1 et. seq.; and

**WHEREAS**, at its meeting dated January 17, 2017, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 17-01-DJ9 with the Law Firm of McManimon, Scotland & Baumann, LLC, within the purview of N.J.S.A. 40A:11-5(1)(a)(I),; and

**WHEREAS**, the parties are desirous of amending Agreement No. 17-01-DJ9, in the amount of \$73,758.55 for a new total contract amount of \$173,758.55.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 17-01-DJ9 with the law firm of McManimon, Scotland & Baumann, LLC.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 16-06-MPN8 WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR ENGINEERING/OVERSIGHT SERVICES FOR THE BAYFRONT STABILIZATION PROJECT AT THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, the Agency and Bayfront Redevelopment LLC entered into a Redevelopment Agreement for construction of a mixed use project in the Bayfront I Redevelopment Area; and

**WHEREAS**, the project is an approximate 100 acre site located in Block 24601 and housed City owned facilities on a portion of the site; and

**WHEREAS**, in furtherance of the goals of both the Redevelopment Agreement and the Bayfront I Redevelopment Plan it is necessary to Perform Bulkhead Stabilization activities; and

**WHEREAS**, the Agency has received a proposal from Amec Foster Wheeler Environment & Infrastructure, Inc. (hereinafter "AMEC") in the amount of \$15,000.00 for part time field oversight services for the Bulkhead Stabilization Project located at 575 Route 440; and

**WHEREAS**, services also included are preparation of daily reports of progress, attend progress meetings, review contractors payment applications among other things; and

**WHEREAS**, Agency staff determined that retention of AMEC for the above activities will ensure tasks are performed properly; and

**WHEREAS**, Agency staff has determined that the June 2, 2017 proposal from AMEC is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to AMEC; and

**WHEREAS**, the anticipated term of this contract will not exceed one year; and

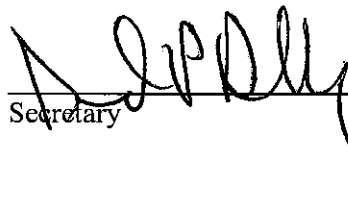
**WHEREAS**, it is anticipated that funds will come from the Bayfront Partnership pursuant to the Redevelopment Agreement between the parties; and



**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the June 2, 2017 proposal of AMEC Foster Wheeler Environmental & Infrastructure, Inc. is attached hereto and incorporated herein; 3) Professional Services Contract No. 17-06-MPN8 in the not to exceed amount of \$15,000.00 is hereby awarded to AMEC Foster Wheeler Environmental & Infrastructure, Inc.

**BE IT FURTHER RESOLVED**, that notice of award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b><u>NAME</u></b>	<b><u>AYE</u></b>	<b><u>NAY</u></b>	<b><u>ABSTAIN</u></b>	<b><u>ABSENT</u></b>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			



amec  
foster  
wheeler

June 2, 2017

Ms. Mary Pat Noonan  
Jersey City Redevelopment Agency  
66 York Street  
Jersey City, New Jersey 07302

**Subject: Proposal for Daily Oversight  
Bulkhead Stabilization Project  
Jersey City, New Jersey**

Dear Ms. Noonan:

Amec Foster Wheeler Environmental & Infrastructure, Inc. (Amec Foster Wheeler) is pleased to submit this proposal to the Jersey City Redevelopment Agency (JCRA) to provide Field Oversight services for the Bulkhead Stabilization Project located at 575 Route 440, in Jersey City, New Jersey. The proposal is based upon Amec Foster Wheeler's experience with projects of similar size and scope. Amec Foster Wheeler's services will be provided in accordance with this written proposal and the terms and conditions of the current Services Agreement between Amec Foster Wheeler and JCRA. This proposal includes an outline of the project information, the scope of the proposed services, Amec Foster Wheeler's fees and proposed schedule.

#### **PROJECT INFORMATION**

Amec Foster Wheeler understands that the JCRA intends to award a contract for the Bulkhead Stabilization Project using remaining grant money for construction. Amec Foster Wheeler previously provided JCRA with a set of bid documents titled "Jersey City Redevelopment Agency Bulkhead Stabilization Project Bid Specification" which were prepared on behalf of Bayfront Redevelopment LLC. The bid documents included the following items: contract documents, summary of work, drawings, specifications, references, and general conditions. The intent of the bid documents is to provide qualified contractor's with sufficient and adequate information to enable the Bidder to submit its proposal for field implementation of the specified stabilization work. Amec Foster Wheeler's contract with Bayfront includes the remaining bidder evaluation and recommendations for award.

**Correspondence:**  
Amec Foster Wheeler Environment and  
Infrastructure, Inc.  
200 American Metro Blvd, Suite 113  
Hamilton, NJ 08619  
Tel 609-689-2829  
Fax 609-689-2838

amecfw.com

Amec Foster Wheeler includes in this proposal directly to the JCRA, costs for part-time field oversight services for approximately one month field duration, which will be adjusted once the successful contractor provides an updated schedule. In addition, Amec Foster Wheeler will provide necessary responses to contractor questions, invoice reviews, and a final letter report with supporting documentation and photographs for JCRA records as outlined below.

### **Field Oversight Services**

After contractor selection and mobilization, Amec Foster Wheeler will provide part time field oversight services for quality assurance and adherence to the work plan. This task includes the following services.

- Provide daily reports of progress and adherence to specifications,
- Attend progress meetings and conference calls as needed,
- Interpret specifications and objectives that will support conflict resolution and project progress,
- Review and provide comment on contractors payment application
- Provide project closeout services
- Provide a project letter report and photographs at the conclusion of the stabilization activities.

As the full scope and schedule of the construction phase is not known at this time, Amec Foster Wheeler assumes that the field oversight services will address one month duration, which will be adjusted once the successful construction contractor provides an updated schedule. The cost for this portion of the work is estimated at a not to exceed value of \$15,000.

### **SCHEDULE**

Amec Foster Wheeler will commence work within 30 business days of authorization to proceed. Field implementation will be coordinated with the successful contractor's schedule.


Ms. Noonan  
Jersey City Redevelopment Agency  
Field Oversight Services Bulkhead Stabilization  
June 1, 2017

**CLOSING**

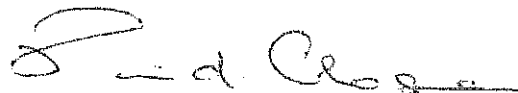
Amec Foster Wheeler looks forward to working with JCRA once again and we are enthusiastic about providing service to you on this particular project. Following your review of this proposal, should you have any questions, or if you require any modifications or adjustments to our proposal, please do not hesitate to contact us.

Sincerely,

**Amec Foster Wheeler Environmental & Infrastructure, Inc.**



Joseph Clifford  
Principle Engineer, PE



David Ambrose  
Senior Construction Manager

cc: Chris Fiore - JCRA  
William Hague - Honeywell

Authorizing Signature and Title: \_\_\_\_\_

Print name /Title \_\_\_\_\_

Date of Authorization: \_\_\_\_\_



7

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING ENTERING INTO CONTRACT NO. 17-06-MPN7 WITH SIMPSON AND BROWN, INC. FOR BULKHEAD STABILIZATION ACTIVITIES IN THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the Bayfront I Redevelopment Project, the Executive Director has deemed it necessary to begin stabilization of the bulkhead along the waterfront edge of the Hackensack River; and

**WHEREAS**, as a first step to completing the stabilization of this bulkhead, the project requires stabilization of a portion of the bulkhead located on the southern end of the site, which services will provide filling of void space and riprap installation among other things; and

**WHEREAS**, in furtherance of the above referenced redevelopment project, the Executive Director has deemed it necessary to advertise for bids for the initial stabilization of the bulkhead; and

**WHEREAS**, the subject Notice to Bidders was published in the Jersey Journal, a newspaper of general circulation, at least ten (10) calendar days prior to the Bid Opening, as well as being posted on the JCRA's web page; and

**WHEREAS**, on June 15, 2017 bids were received and opened for the subject contract; and

**WHEREAS**, the lowest qualified bidder for the subject contract was Simpson and Brown, Inc. with a bid of \$176,378.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitations are incorporated herein as if set forth at length; 2) the Chairman, Vice-Chairman, Secretary and/or Executive Director are hereby authorized

17-06-7

to execute Contract No. 17-06-MPN7 in the amount of \$176,378.00 with Simpson and Brown, Inc. for the bulkhead stabilization related activities located in the Bayfront I Redevelopment Area and 3) payment for performance of these services will come from the EDI Special Project Grant No. B-10-SP-NJ-0112.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
SECRETARY

**Certified to be a true copy of the Resolution adopted by the Board of Commissioners at their meeting of June 20, 2017.**

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

H:\WPDOCS\MP\Bayfront I\17-06-MPN7\contract award reso.wpd

**CONTRACT No. 17-06-MPN7**

**BULKHEAD STABILIZATION PROJECT / BAYFRONT I REDEVELOPMENT AREA**

<b>FIRM NAME</b>	<b>AMOUNT OF BID</b>	<b>ALTERNATE 1</b>
<b>Agate Construction Co. Ocean View, New Jersey</b>		
<b>Bird Construction Bayville, New Jersey</b>		
<b>D'Onofrio General Cont. Brooklyn, New York</b>		
<b>Flanagan's Contracting Hillsboro, New Jersey</b>		
<b>IEW Construction Group Hamilton, New Jersey</b>		
<b>J. Fletcher Creamer &amp; Son Hackensack, New Jersey</b>		
<b>K-T Marine, Inc. Perth Amboy, New Jersey</b>		
<b>MFM Contracting Corp. Mamaroneck, New York</b>		
<b>MFM Contracting Corp. Mamaroneck, New York</b>		
<b>Persistent Construction Fairview, New Jersey</b>		
<b>Phoenix Marine Sayreville, New Jersey</b>		
<b>Simpson &amp; Brown Cranford, New Jersey</b>	<i>\$176,378<sup>00</sup></i>	<i>\$9,571<sup>00</sup> PER DAY</i>
<b>Trevcon Construction Cranford, New Jersey</b>		



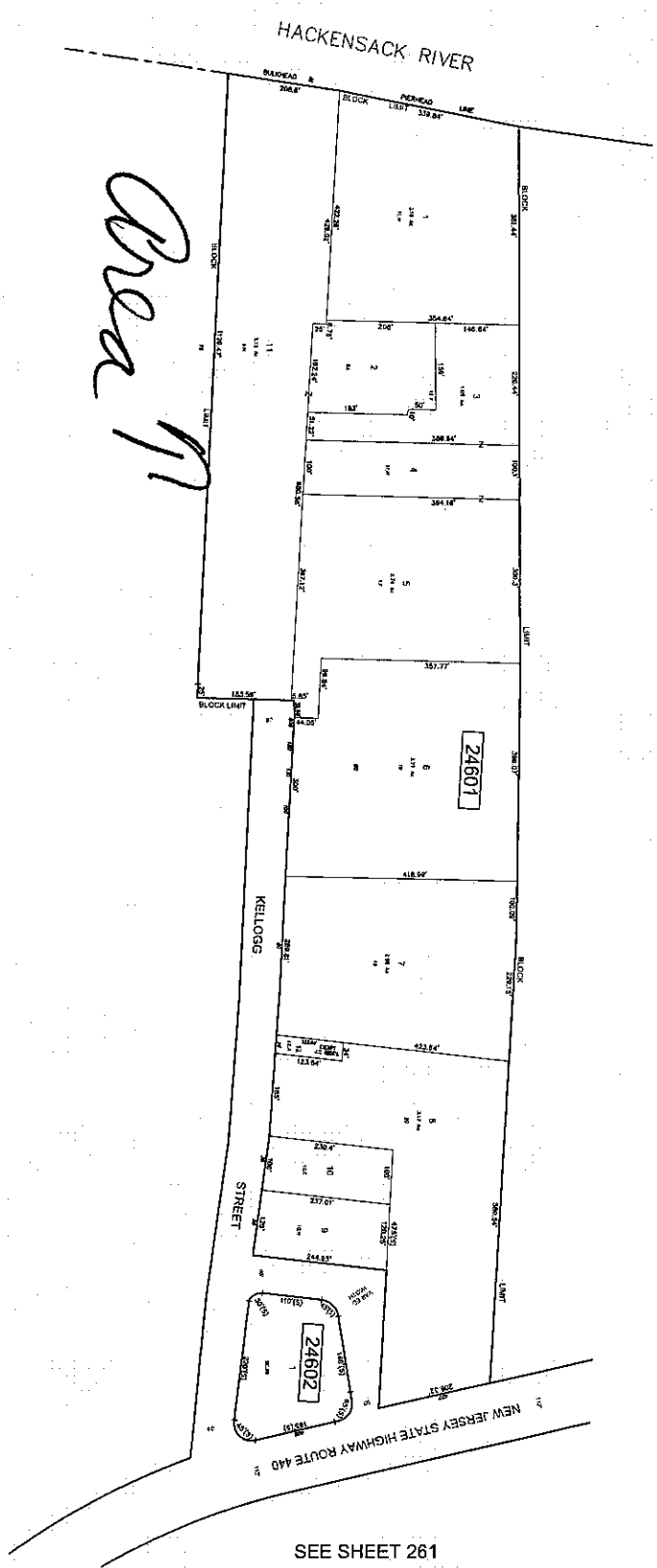
**CONTRACT No. 17-06-MPN7**

**BULKHEAD STABILIZATION PROJECT / BAYFRONT I REDEVELOPMENT AREA**

[illegible]

REVISIONS			
DATE	BY	LIC. NO.	BLOCK
10/20/10	CHARLES A. ANDREWS	33824	

SEE SHEET 219



SEE SHEET 261

SEE SHEET 261

SEE SHEET 261

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 2009, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 539

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1" = 100' AUGUST 2008  
RICHARD A. MORALLE, P.E., P.L.S.  
T.M. ASSOCIATES  
11 TINDALL ROAD, BEDLE TOWNSHIP  
NEW JERSEY 07740

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING ENTERING INTO CONTRACT NO. 17-06-  
MPN9 WITH TECTONIC ENGINEERING & SURVEYING  
CONSULTANTS, P.C. FOR ENGINEERING SERVICES IN  
CONNECTION WITH THE SOIL CONDITIONS AT THE  
BETZ BREWERY SITE**

**WHEREAS**, in furtherance of the continued operation of the Community Educational and Recreation Center (CERC) in the Betz Brewery Redevelopment Area , the Executive Director has determined that there is a need for professional engineering services including post construction biennial monitoring; site reconnaissance for observation of the current conditions of the engineered cap; preparation of a summary report of findings and the completion of the NJDEP document "Remedial Action Protectiveness/Biennial Certification Form - Soil"; and

**WHEREAS**, the Agency has received a proposal for said professional engineering services from Tectonic Engineering & Surveying Consultants, P.C. in an amount not to exceed \$790.00; and

**WHEREAS**, Agency staff has found said proposal to be acceptable; and

**WHEREAS**, the said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for rendition of professional services that do not require bidding; and

**WHEREAS**, notice of the award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that an Agreement in the not to exceed amount of \$790.00 be awarded

to Tectonic Engineering & Surveying Consultants, P.C. for professional engineering services at the Community Educational Recreation Center.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
 SECRETARY

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017**

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Rolando R. Lavarro, Jr.	✓			
Evelyn Farmer	✓			
Donald R. Brown	✓			
Douglas Carlucci				✓
Erma D. Green	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

Jersey City Redevelopment Agency (JCRA)  
66 York Street  
Jersey City, New Jersey 07302

ATTN.: Ms. Mary Pat Noonan

(via hand delivery)

June 5, 2017

RE: PN 17-0612  
LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) SERVICES  
BETZ BREWERY PROPERTY  
180 NINTH STREET  
JERSEY CITY, NEW JERSEY 07306  
NJDEP PI № G000033422

Dear Ms. Noonan:

Tectonic Engineering & Surveying Consultants P.C. (Tectonic) is pleased to provide you with this proposal. This proposal is congruent with your Request for Proposal (RFP) and our e-mail correspondence. We thank you for selecting our firm to assist you (the Client) in connection with environmental issues related to matters (*described below*) indirectly surrounding actions at the premises identified on Block 8804, Lot 2, and as described in the caption (Site).

## 1.0 BACKGROUND

This project is a recurring assignment to satisfy New Jersey Department of Environmental Protection (NJDEP or Department) that apply to ensuring the protectiveness of installed remedies. Tectonic was awarded this work two (2) years ago.

The Jersey City Redevelopment Agency requires an LSRP in good standing to perform and certify post-construction biennial cap monitoring for the former Betz Brewery Site to the NJDEP. The Site is 1.57 Acres in size and bounded by Manila Avenue and Marin Blvd (west and east of the Site), and 10<sup>th</sup> and 9<sup>th</sup> streets (to the north and south, respectively).

The Site has a veneer of contaminated historic fill material (CHFM) containing polynuclear aromatic hydrocarbons (PAHs) at concentrations above the current NJDEP Soil Remediation Standards. An Engineering Control (cap) was installed 1999 and an

SHORT HILLS  
830 Morris Turnpike  
Second Floor  
Short Hills, NJ 07078  
T. 973.467.5850  
F. 973.379.5741



CORPORATE OFFICE  
P.O. Box 37  
70 Pleasant Hill Road  
Mountainville, NY 10953  
T. 800.829.6531

EQUAL OPPORTUNITY EMPLOYER

Institutional Control (a Deed Notice<sup>1</sup>) was established to limit human activities at the Site. The Site received a letter of No Further Action (NFA) and obtained a soil Remedial Action Permit (RAP) and is now used as a charter school.

Inspections of the engineered cap have been conducted over time and biennial monitoring reports were submitted to NJDEP that now require certification.

## **2.0 OBJECTIVES**

The overall objective of this proposed work is to confirm the cap is protective, and make the required NJDEP submittal pursuant to the terms of the RAP. The following sets forth Tectonic's sequential tasks to move toward achieving the objective.

## **3.0 SCOPE OF SERVICES**

Scope of Work includes, 1) consultation with the JCRA and review of the remediation documentation regarding the property provided by the JCRA; 2) conducting a reconnaissance of the property to observe the current condition of the engineered cap; and 3) preparing a "Remedial Action Protectiveness / Biennial Certification Form – Soil" for submission to NJDEP by the JCRA.

## **4.0 SCHEDULE**

Our schedule to proceed with the services herein begins upon receipt of written Notice to Proceed (NTP); comprising of either a signed copy of this proposal or a Purchase Order (P.O. or PO) issued by the Client that references this proposal and terms. Tectonic can commence with the requested services within one week of your written authorization to proceed. The work will be completed in a responsible manner, and the filing should be made within one (1) week of commencement, unless the cap is no longer protective or groundwater is not resolved in the JCRA documents provided.

## **5.0 LIMITATIONS**

The limitations of services shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

1. For the purposes of this scope and budget, the cap is presumed to be competent and documentation held by the JCRA is complete and to fully address the Impact to Ground Water (IGW) pathway, but it is not known if the CHFM is presumed to, or is known to, be affecting groundwater (or not). Services exclude the activities necessary to prepare any Classification Exemption Area (CEA)/Well Restriction Area (WRA) fact sheet or address cap failures.

---

<sup>1</sup> Deed Notice ID № DER131045, Lib. 5498, Pgs. 65-79.

2. TECTONIC is providing opinion in the field of specialty that pertains to the matter in the caption. Tectonic, while completing the tasks specified herein does not establish a guarantee that certain desired conditions or objectives will be met or attained and payment is not contingent upon any outcome, or lack thereof. All duties and responsibilities undertaken by Tectonic pursuant to this Agreement are for the sole and exclusive benefit of the named client and not for the benefit of any other party. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Tectonic to any other party, or to provide any utility or surety for any other party by Tectonic.
3. All New Jersey LSRP-related services are subject to the LSRP Rider incorporated herein by reference, as if set forth in full. Conditions of engagement are per Tectonic's standard Terms and Conditions incorporated herein by reference as if set forth in full, whether appended hereto or not.

## 6.0 BUDGET

We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed fee quotation. The ultimate cost may ultimately be more or less than the amount estimated. As you are aware, such estimates are always made on the basis of incomplete information and without the benefit of knowing what will actually happen in a particular matter in the future. At this point in time, we suggest a Not To Exceed (NTE) budget of \$790.00 be allocated for Tectonic to draw against.

## 7.0 FEES AND PAYMENTS

For the three (3) tasks in the RFP, Tectonic will be paid a Lump Sum (L.S.) of \$790.00.

Fees shall be invoiced monthly, with payment due within 30 days. Should you have any questions or concerns with respect to any charge or statement submitted to you, please contact us immediately. If payment is not received within 60 days, Tectonic will consider non-payment just cause to stop work.

Please have an authorized representative complete and sign the attached Work Authorization and Proposal Acceptance Form to indicate acceptance of this agreement and the attached General and LSRP Terms and Conditions of Agreement. Please return to Tectonic one signed copy of the Proposal and General Terms and Conditions of Agreement along with the completed Work Authorization and Proposal Acceptance Form.

---

Our Ref.: P.N. 17-0612

Page 4

June 5, 2017

We trust this satisfies your current needs at this time. Please do not hesitate to contact the undersigned via e-mail to [dmorris@tectonicengineering.com](mailto:dmorris@tectonicengineering.com) or at (201) 852-1128 (direct) with any questions you may have.

Sincerely,

**TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.**



**David J. Morris, L.S.R.P.**

*Vice President Environmental Services, New Jersey*

DJM/tim G:\{Proposal Numbers\}2017\17 0600-0699\17-0612 JCRA Betz Brewery, Jersey City, NJ\_ENV\17-0612 JCRA Betz Brewery, Jersey City, NJ\_ENV.docx

Copy:            File

Attachment(s):	Work Authorization and Proposal Acceptance Form	(1 page)
	General Terms and Conditions of Agreement	(3 pages)



**WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM**

Proposal No: 17-0612

Date: 06/05/2017

Retainer Amount Required: P.O.

Project Name &amp; Location: Former Betz Brewery Site, City of Jersey City, New Jersey

Proposed Services: Environmental Consulting Services

This Proposal for Services and all Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name on behalf of the CLIENT.

**PROPOSAL ACCEPTANCE**

Acceptance(Signature):

Date:

Printed Name:

Title:

Company or Organization Name:

**Client Contact Information (All of the following information about the person responsible for the identified tasks must be provided prior to starting work)**

<b>Scheduling Work and Receipt of Deliverables</b>	Name:	Phone:	Email:
	Address:		
<b>Receipt of Invoices(Original)</b>	Name:	Phone:	Email:
	Address:		
<b>Receipt of Invoices (Copies)</b>	Name:	Phone:	Email:
	Address:		
<b>Issuing Payments of Invoices</b>	Name:	Phone:	Email:
	Address:		

## TECTONIC ENGINEERING & SURVEYING CONSULTANTS P. C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering & Surveying Consultants P. C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

### 1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. By accepting this proposal the CLIENT certifies that funding has been secured and that adequate funding will remain available to pay all of TECTONIC's invoices within 30 days of date of invoice.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC's scope of services or increase fees must also be provided in writing as a hard copy.
5. All tracings, specifications, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right-of-way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. If the CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.
11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use.

12. CLIENT agrees to allow Tectonic to utilize its name as a Client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website.

## 2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice, and shall pay the portion not in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by TECTONIC. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost-plus.

## 3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.
3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the available proceeds of TECTONIC's general and professional liability insurance coverage.
4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent payment by CLIENT.
5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g. zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.
7. TECTONIC employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists, collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state or local

agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.

8. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as any guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or prediction of possible construction costs. Any costs related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

#### 4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or mis-located utilities.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access, explorations, clearing, and tree removal or grading. All costs and fees for any permit applications, permits' issuance, renewals (wetland, and any and all other permits), document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

#### 5.0 CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence of TECTONIC's field representative shall be for the purpose of providing observation and field-testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241 (6) of the New York Labor Law.
3. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own.

TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer, or disposer of hazardous waste.

4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
5. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
6. The CLIENT agrees to supply TECTONIC with a property survey, property title, property appraisal, property condition assessment, specifications, plans and other necessary materials for the project (pertinent to providing services) at no cost to Tectonic at commencement, as they become available after commencement, and promptly upon request.
7. Each project's progression will be determined by the field conditions encountered, and changes to work plans are to be expected. Each report will disclose changes, opinions, and the limits and impacts thereof between the intended and actual exploration activities completed.
8. Tectonic shall be the sole arbiter to interpret these conditions and any supplemental conditions and shall define which govern in the case of any conflict.
9. As we are sure you can appreciate, because we are obligated to pay our own expenses on a regular basis, we must reserve the right to postpone or defer providing additional services or to discontinue our assistance to any party if our statements are not paid in accordance with these terms. Should our fees not be paid, we must also reserve the right to retain the files and any work product or files we may hold for the CLIENT, or for its benefit, in order to secure our right to payment.

17-06- 9

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR  
MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 15702, LOT  
31 AND KNOWN AS 423 GRAND STREET WITHIN THE GRAND  
JERSEY REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency, pursuant to the provisions of N.J.S.A. 40:12A-1 et seq, as amended, has determined it necessary to acquire lands and premises located at 423 Grand Street in Block 15702, Lot 31 within the Grand Jersey Redevelopment Area and which area has been declared an "area in need of redevelopment"; and

**WHEREAS**, the property in question is owned by Raymond, Raymond, Jr., and Steven Freed; and

**WHEREAS**, the referenced property was appraised by New Jersey Realty Advisory Group, LLC to have a fair market value of \$1,600,000.00.

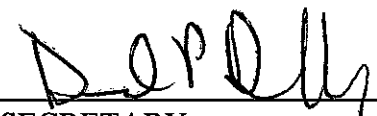
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$1,600,000.00 by the Appraiser as having been performed in a competent manner and in accordance with applicable State Laws.

**BE IT FURTHER RESOLVED**, that the Agency is authorized to purchase said property located at 423 Grand Street in Block 15702, Lot 31 for the sum referenced above and the Chairman, Vice-Chairman, Secretary and/or Executive Director of the Jersey City Redevelopment Agency are hereby authorized to enter into a contract and to sign all other

17-06- 9

documents necessary to consummate the acquisition of said premises subject to the review and approval of the Agency's General Counsel.

**BE IT FURTHER RESOLVED**, that in the event the Jersey City Redevelopment Agency cannot, for any reason acquire as a result of amicable negotiations said lands and premises, the Chairman, Vice-Chairman, Secretary and/or Executive Director are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A. 20:3-1 et seq.

  
\_\_\_\_\_  
SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			





**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT 13-05-FO6 WITH LINDEMON, WINCKLEMAN, DEUPREE, MARTIN, RUSSELL AND ASSOCIATES, PC FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE JACKSON HILL REDEVELOPMENT AREA**

**WHEREAS**, at its meeting of May 21, 2013, the Board of Commissioners of the Jersey City Redevelopment Agency authorized entering into the above contract with Lindemon, Wincklemann, Deupree, Martin, Russell and Associates PC (LWDMR) to provide architectural/oversight services in connection with Block 23202, Lot 79 (292 Martin Luther King Drive) formally Block 1987, Lot 4.A ; and

**WHEREAS**, on July 21, 2015 Professional Services Agreement No. 13-05-FO6 was amended and extended by resolution of the Board of Commissioners; and

**WHEREAS**, additional time is required to complete the renovation of Block 23202, Lot 79 (292 Martin Luther King Drive); and

**WHEREAS**, LWDMR provided a proposal (copy attached) in the amount of \$3,220.00 to provide additional architectural services to include continuing construction administration services to ensure that all work is performed in accordance with the plans and specifications; and

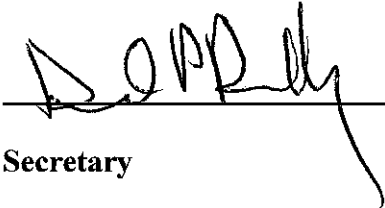
**WHEREAS**, the agreement is for services of a professional nature and therefore exempt from competitive bidding under the Local Public Contracts Law N.J.S.A. 40a: 11-5(a)(i); and

**WHEREAS**, notice of the amendment of this Agreement will be published in accordance with N.J.S.A. 40a:11-5(1)(a).

**WHEREAS**, the Agency desires to amend and extend the contract term for one (1) additional year; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.13-05-FO6 with Lindemon, Wincklemann, Deupree, Martin, Russell and Associates PC is hereby amended and increased by \$3,220.00 for a new contract amount not to exceed \$38,220.00 and is extended for a period of one (1) year.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.**

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			



140 Bay Street Suite 4  
Jersey City NJ 07302  
201 333 5017 / 5309 fax

224 North High Street  
Millville NJ 08332  
856 293 9554 / 1571 fax

lwdmr.com

May 30, 2017

Jersey City Redevelopment Agency  
66 York Street, Jersey City NJ  
Attention: Robert Napiorski Via email: [rnapiorski@jcnj.org](mailto:rnapiorski@jcnj.org)

Re: Architectural Services Agreement – Contract # 13-05-F06 – September, 2013  
Phase 2 of the Rehabilitation of 292 MLK Drive  
2<sup>nd</sup> Contract Extension for Extended Constr. Period Services – Contractor replaced

Sirs:

The original Contractor – SZ Construction - was not able to complete the project and has now been terminated by the JCRA. LWDMR has recently provided services to assist the JCRA in putting the remaining work required for completion out to bid to new contractors / subcontractors. In doing so we have now expended the 50% outstanding fee that remained from the 2015 extension of our contract. An invoice for that remaining 50% (\$1,750) is attached, along with a standard JCRA payment voucher.

Based on the project status to date, we anticipate that completion of the work by a new contractor(s) – through *Final* Punchlist inspections, municipal inspections / C of O, and Project Closeout – may extend into early September or beyond.

Accordingly, we are proposing that our contract be extended again so that LWDMR can continue to assist the JCRA in bringing this project to a successful conclusion.

**PHASE 2 CONTRACT BREAKDOWN:**

o Original Contract:	\$ 29,500 plus \$2,000 reimbursables:	\$ 31,500.
o 2015 Contract Extension		3,500.

**PROPOSAL FOR 2<sup>nd</sup> CONTRACT EXTENSION / ADDITIONAL SERVICES:**

o 2 job mtgs ea. w/ 3 new subs; w/ Payment Req review & approval @ 200.	\$ 1200.
o New Punchlist inspections & Punchlist report @ \$200. ea. X 3 subs	600.
o Punchlist <i>reinspection</i> for <i>Final</i> approval (all as one)	500.
o C of O & Closeout paperwork review – assume 4hrs @ \$205./hr	820.
o Additional reimbursable expenses (prints, Xerox, postage, etc) – allowance	<u>100.</u>
<b>Total proposed addition fee / contract extension:</b>	<b>\$ 3,220.</b>

I hope that the above is satisfactory, and meets with your approval.  
Sincerely,

John T. Winckelmann, RA  
Principal – LWDMR architects

ARCHITECTURE   ■   ENGINEERING   ■   URBAN DESIGN  
WINCKELMANN   DEUPREE   MARTIN   RUSSELL   &   ASSOCIATES   PC

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF PARK AVENUE LANDING, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA**

**WHEREAS**, by Resolution of the Board of Commissioners dated January 15, 2013, Park Avenue Landing, LLC (the Neu Family) was designated Redeveloper for the construction of a mixed use project to contain approximately 1000 market rate rental residential units, 38 to 45 thousand square feet of retail space and 30,000 square feet of space to be set aside for community amenity use; and

**WHEREAS**, said designation was subsequently extended permitting the developer to perform its due diligence and open negotiations for the Redevelopment Agreement; and

**WHEREAS**, location of the site is known as Parcel 17 in the Liberty Harbor North Redevelopment Area and is approximately two acres in size (hereinafter the "Property"); and

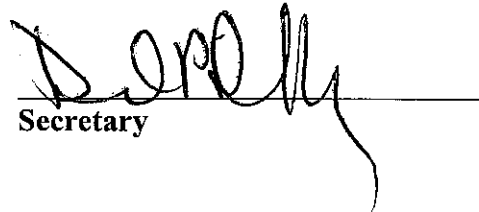
**WHEREAS**, Agency staff and Counsel are working on the terms to be incorporated into the Redevelopment Agreement; and

**WHEREAS**, Redeveloper is in the process of resolving a title issue with the adjacent property owner in order for a land swap to occur between the parties; and

**WHEREAS**, said designation is about to expire and staff deems it appropriate to extend the designation for 120 days with an additional 60 day extension at the sole discretion of the Agency's Executive Director.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the designation of Park Avenue Landing, LLC (the Neu Family) for property located at Parcel 17 in the Liberty Harbor North Redevelopment Area be and is hereby extended for 120 days to expire on October 30, 2017 and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 60 day period.

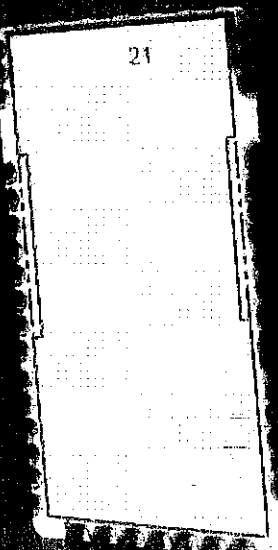
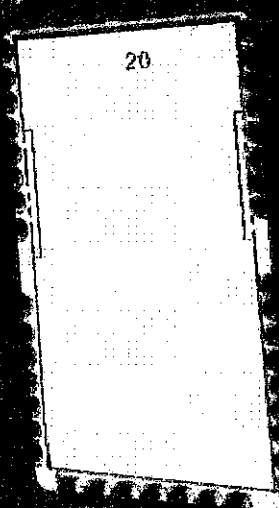
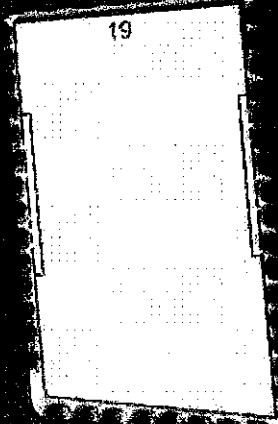
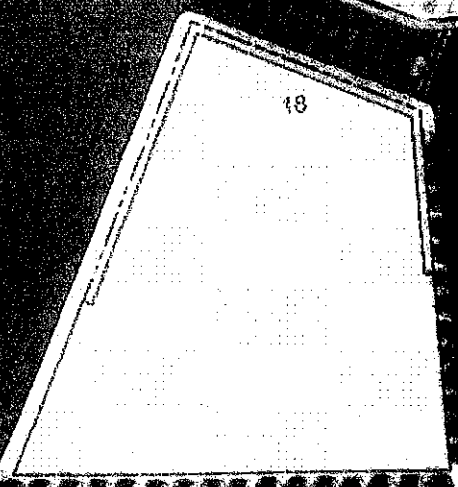
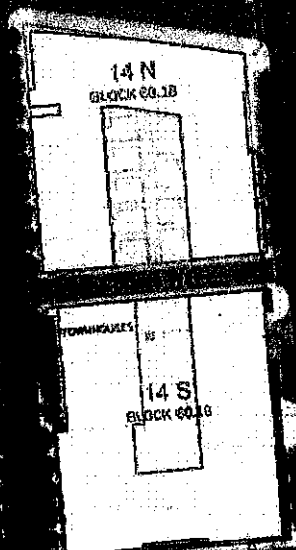
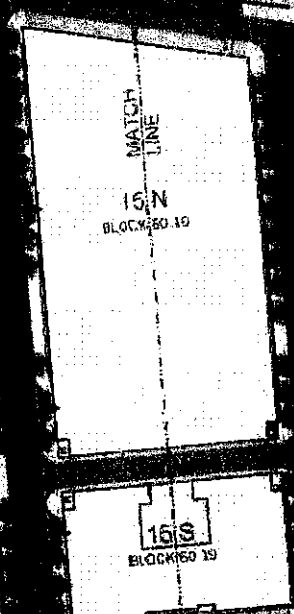
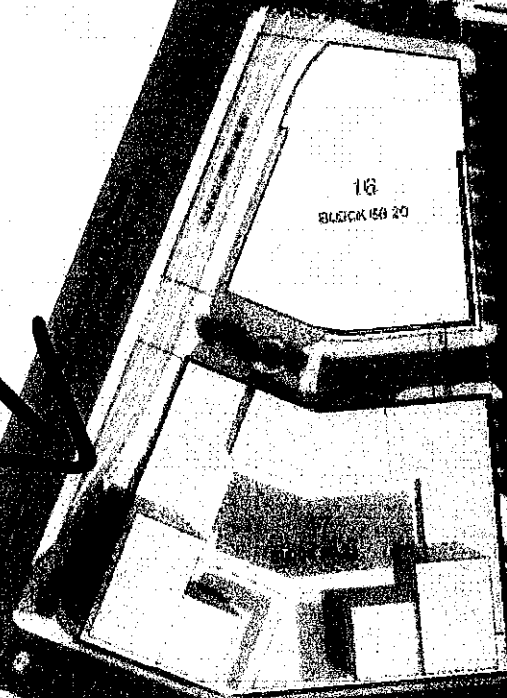
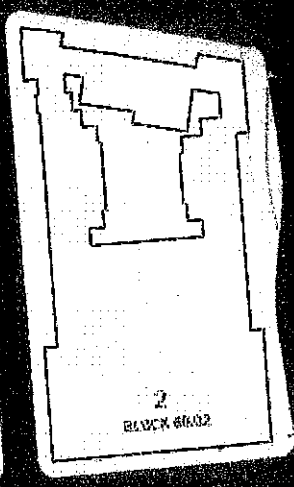
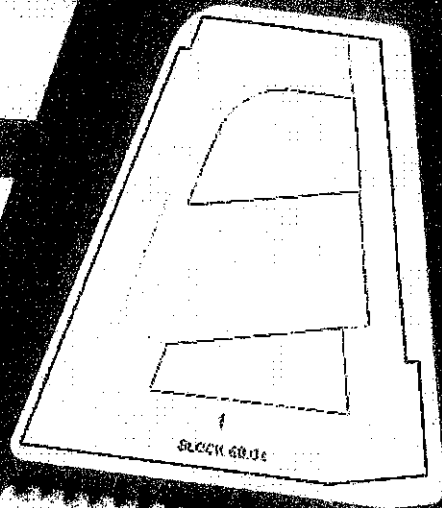
**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.**

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b><u>NAME</u></b>	<b><u>AYE</u></b>	<b><u>NAY</u></b>	<b><u>ABSTAIN</u></b>	<b><u>ABSENT</u></b>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

Size ✓



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF THE MORRIS CANAL REDEVELOPMENT AREA COMMUNITY DEVELOPMENT CORPORATION AS REDEVELOPER WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, on November 17, 2015 the Agency's Board of Commissioners designated the Morris Canal Redevelopment Area Community Development Corporation ("MCRACDC") as redeveloper for properties located at 408-420 Communipaw Avenue within the Morris Canal Redevelopment Area; and

**WHEREAS**, said designation was subsequently extended; and

**WHEREAS**, MCRACDC's designation as the redeveloper to negotiate a Redevelopment Agreement between the parties is ongoing; and

**WHEREAS**, over the course of the designation period, Redeveloper has requested a change in the scope of the project which would require the Agency to seek approval from the Division of Community Development regarding the use of CDBG funds for acquisition performed by the Agency on behalf of Redeveloper; and

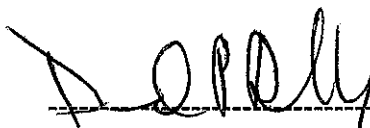
**WHEREAS**, MCRACDC's designation is set to expire and Agency staff is recommending the designation be extended for an additional one-hundred eighty (180) to expire on December 31, 2017 with an addition two 90 days extensions at the Executive Director's sole discretion, to continue negotiations of the Redevelopment Agreement between the parties; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY that:**

1. The above recitals are incorporated herein as if set forth at length.

2. The MCRACDC's designation as the redeveloper for properties at 408-420 Communipaw Avenue shall continue for an additional one-hundred eighty (180) days to expire on December 31, 2017 with the option to extend for an additional two 90 day extensions at the Executive Director's sole discretion, to negotiate a Redevelopment Agreement between the parties.

**BE IT FURTHER RESOLVED** that the Chairman, Vice Chair, Secretary and/or Executive Director are hereby authorized to execute any and all documents, in order to effectuate the purposes set forth herein subject to the review and approval of the Agency's General Counsel

  
Secretary

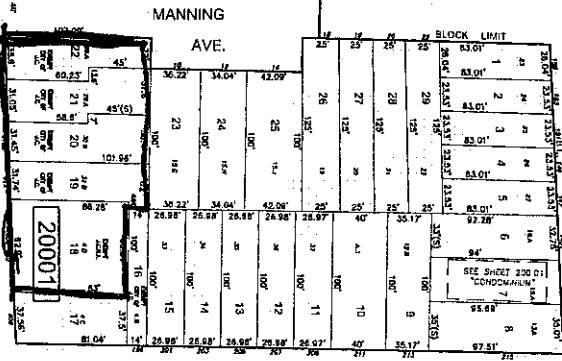
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of June 20, 2017.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

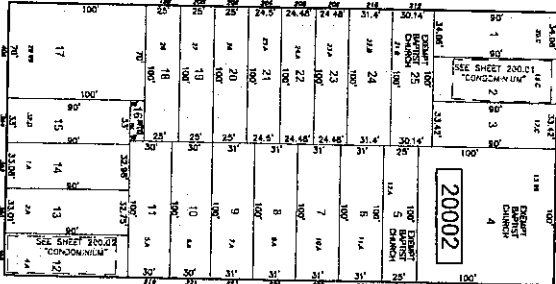


Site

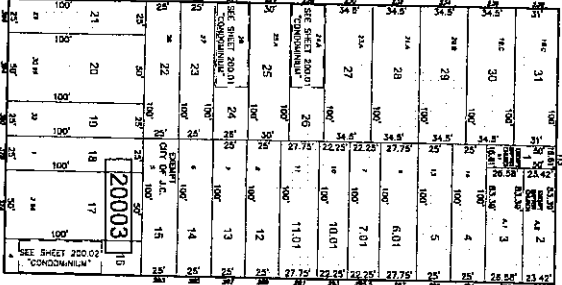
SEE SHEET 173



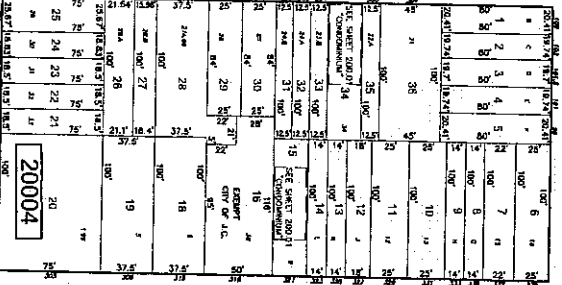
WOODWARD STREET



VAN - HORNE STREET



HALLADAY STREET



PACIFIC AVENUE



SEE SHEET 189

SEE SHEET 201

SEE SHEET 202

THIS MAP HAS BEE  
FORMAL CERTIFICAT  
DIVISION OF TAXA  
MAY 2009. SIC  
BY SANTO C. DIDONA  
ASSIGNED SERIAL N

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
AMENDING CONTRACT NO. 16-12-MPN12 WITH POTOMAC  
HUDSON ENVIRONMENTAL, INC. FOR SERVICES IN THE  
MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, at its meetings of December 20, 2016 the Board of Commissioners authorized Contract No. 16-12-MPN12 with Potomac Hudson Environmental, Inc.; and

**WHEREAS**, on January 17, 2017 a contract for professional environmental consulting services was executed; and

**WHEREAS**, the original contract provided for services which included conducting a preliminary assessment of 125 Monitor Street property and identifying outstanding issues that must be complied with; and

**WHEREAS**, additional services have become necessary due to the need for further samples being collected from test pits and analyzed for contaminants; and

**WHEREAS**, the Morris Canal Redevelopment Plan contemplates the development and renovation of properties within the redevelopment area; and

**WHEREAS**, Potomac Hudson Environmental, Inc. submitted a proposal for the additional work dated May 26, 2017 for \$15,000.00 with a new contract amount of \$130,875.00; and

**WHEREAS**, the parties find it necessary to amend the contract for the additional work; and

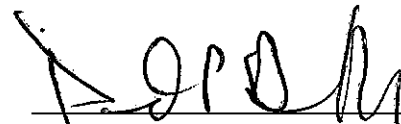
**WHEREAS**, funds for the work will be paid for by Graffiti 125, LLC, the designated Redeveloper for the property; and

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services and therefore exempt from public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract Number 16-12MPN12 with Potomac Hudson Environmental, Inc. is hereby amended and increased by \$15,000.00 for a new contract amount of \$130,875.00.

**BE IT FURTHER RESOLVED** that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to carry out the purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

**BE IT FURTHER RESOLVED** that notice of the award of this contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.**

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			



**POTOMAC-HUDSON ENVIRONMENTAL, INC.**

**TO: Mary Pat Noonan**

**FROM: Dave Draper, LSRP**  
**Ed Phillips, LSRP**

**DATE: 26 May 2017**

**RE: Sampling Plan for Soil Piles of Unknown Source**  
**125 Monitor Street**  
**Jersey City, NJ**

---

Potomac-Hudson Environmental, Inc. (PHEnv) has estimated an area where illegal dumping of fill material has occurred at 125 Monitor Street (Site) (Figure 1). The fill material is located in piles of varying size and appearance along the northwest edge of the rear area of the Site. PHEnv discovered these piles in late January 2017 during a Site visit. Due to the fact that the source of this soil material is unknown, it must be characterized through sampling in order to determine the next steps.

In accordance with the sampling frequency guide for alternative fill (Table 1) in the New Jersey Department of Environmental Protection's (NJDEP) Fill Material Guidance for SRP Sites (April 2015), a total of 17 discrete samples will be collected from test pits dug with a backhoe. The samples will be sent to Aqua Pro-Tech Laboratories (APL) and analyzed for Extractable Petroleum Hydrocarbons (EPH) Category II and TAL/TCL+30 with BN 8270 SIM. PHEnv will evaluate the data in comparison to existing concentrations on the Site and prepare a summary memo addressing the results and recommended action, as necessary.


The estimated cost of this work is **\$15,000**. The existing contract does have pricing for the evaluation by test pits of the anomalies identified by the geophysical survey. The additional cost presented herein accounts for an additional day of field work including labor, backhoe subcontractor, laboratory analysis, and reporting.

We are therefore assuming that two days will be required and that the laboratory results would be available in two weeks (standard turnaround). Please note that this task is an out of scope item for the existing contract.

**Scientists • Planners • Engineers**

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08879 • Phone: 732-525-3100 • Fax: 732-525-9254  
P.O. Box 1206, 136 W. 16th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-645-4634  
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0990 • Fax: 201-413-0960



Date 5/25/2017	Drawn by DC	Checked by	Source	Scale 1:1,000	<b>Soil Pile Extent</b> <b>125 Monitor Street</b> <b>Jersey City, NJ</b>
<div> <b>POTOMAC-HUDSON ENVIRONMENTAL, INC.</b></div> <div><div>207 S. Stevens Avenue POB 7 South Amboy, NJ 08879</div><div>16-4 Chapel Avenue Jersey City, NJ 07305</div><div>136 W. 16th Street Suite 3E, POB 1206 New York, NY 10011</div></div>					
					<b>Figure 1</b>

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
PURCHASING A TORO GRAND STAND MOWER USE AT BERRY  
LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT  
AREA**

**WHEREAS**, the Executive Director has deemed it necessary to purchase a Toro Grand Stand Mower in order to properly maintain the property located within the Berry Lane Park project; and

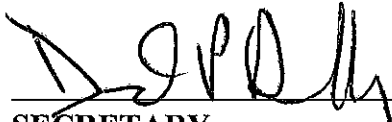
**WHEREAS**, the Division of Parks and Forestry for the city of Jersey City, has recommended the attached models from Storr Tractor Company, and

**WHEREAS**, the Agency received a price quote that will not exceed \$104,485.69 from Storr Tractor Company, which Agency staff found acceptable; and

**WHEREAS**, in furtherance of the above referenced redevelopment project, Storr Tractor Company submitted a proposal dated June 09, 2017 under ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08 for equipment (attached); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that authorization be and is hereby give to purchase one Toro Mower from Storr Tractor Company in the amount of \$104,485.69.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
\_\_\_\_\_  
SECRETARY

**Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of June 20, 2017.**

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			



# Storr Tractor Company

**TORO**

Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Branchburg, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847  
175 13<sup>th</sup> Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

June 15, 2017

Sammy Ocasio  
Jersey City Parks Department  
13-15 Linden Ave.  
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

- 1 **Toro Groundsmaster 4000 Model #30609** – with a Yanmar 4-cylinder, liquid cooled, turbo-charged diesel engine, rated at 55hp – Tier IV FINAL compliant; Toro Smart Cool – variable speed radiator cooling fan with automatic and manual reversing capabilities; onboard **Mini Info Center** – LCD Display shows gauges, alerts/faults, service reminders, electrical system diagnostics, fuel level, coolant temp, intake temp, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temp and voltage; full-time hydrostatic 4 wheel drive with planetary gear reduction; power steering; tilt wheel; 132" width of cut on 3 separate independently powered mower decks; includes air ride seat suspension and Milsco seat; mowing speed 0-8 mph, ROPS, 19 gallon fuel tank; 2 year warranty on parts, labor, and transportation:

<u>Qty</u>	<u>Description</u>	<u>Product ID</u>	<u>Toro Retail</u>	<u>ESCNJ Price</u>
1	Groundsmaster 4000-D Tier 4 Final	<u>30609</u>	\$76,897.00	<b><u>\$61,517.60</u></b>
1	Sunshade Canopy	<u>30349</u>	\$669.00	<b><u>\$535.20</u></b>
1	Roadlight Kit (includes headlights)	<u>30414</u>	\$927.00	<b><u>\$741.60</u></b>
1	800 Hour MVP Filter Kit	<u>30408</u>	\$334.53	<b><u>\$267.62</u></b>
	<b>SUBTOTALS</b>		<b>\$78,827.53</b>	<b><u>\$63,062.02</u></b>
	<b>TPP – Toro Protection Plus –</b> extends protection from factory defects up to 60 months/3500 hrs.			<b><u>\$3,071.90</u></b>
	<b>TOTALS:</b>			<b>\$66,133.92</b>

**ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08**

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban  
Sales Consultant





# Storr Tractor Company



Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Branchburg, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847

175 13<sup>th</sup> Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

June 9, 2017

Sammy Ocasio  
Jersey City Parks Department  
13-15 Linden Ave.  
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

<u>Qty</u>	<u>Description</u>	<u>Product ID</u>	<u>Toro Retail</u>	<u>ESCNJ Price</u>
1	GM 3280-D 4WD	<u>30345</u>	\$22,137.00	<u>\$17,709.60</u>
1	72" Base Deck	<u>30404</u>	\$5,617.00	<u>\$4,493.60</u>
1	72" Rear Discharge Completion Kit	<u>30303</u>	\$490.00	<u>\$392.00</u>
2	WEIGHT-REAR	<u>24-5790-01</u>	\$390.78	<u>\$312.62</u>
4	SCREW-HH	<u>325-8</u>	\$12.44	<u>\$9.95</u>
4	WASHER-LOCK	<u>3253-7</u>	\$2.36	<u>\$1.88</u>
1	Air Ride Seat Suspension	<u>30313</u>	\$707.00	<u>\$565.60</u>
1	Milsco Seat	<u>30398</u>	\$466.00	<u>\$372.80</u>
	<b>SUBTOTALS</b>		<b>\$29,822.58</b>	<b>\$23,858.05</b>
	TPP – Toro Protection Plus – extends protection from factory defects up to 60 months/3500 hrs.			<u><b>\$1,536.60</b></u>
	<b>TOTALS</b>			<b>\$25,394.65</b>

***ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08***

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban  
Sales Consultant



# Storr Tractor Company



Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Branchburg, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847  
175 13<sup>th</sup> Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

June 9, 2017

Sammy Ocasio  
Jersey City Parks Department  
13-15 Linden Ave.  
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

- 1 **Toro Z-Master 6000 Series Zero Radius Tractor Model #74928** – Zero Turn Rotary Mower with 26.5 HP Air Cooled Kohler Engine, Electronic Fuel Injection; Deluxe Seat; 72" Turbo Force deck; 5 year/1400 hrs. warranty:

*Toro Retail:* \$14,332.00  
*ESCNJ Price:* **\$10,319.04**

- 1 **Triple Bagger Collection System #78564**

*Toro Retail:* \$ 2,443.00  
*ESCNJ Price:* **\$ 1,758.96**

- 1 **E-Z Vac Blower and Drive Kit #78554**

*Toro Retail:* \$ 1,221.00  
*ESCNJ Price:* **\$ 879.12**

**ESCNJ Total:** **\$12,957.12**

**ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08**

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban  
Sales Consultant

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONDITIONALLY DESIGNATING UNEEEK INSPIRATION AS THE REDEVELOPER OF PROPERTY LOCATED AT 405 - 407 OCEAN AVENUE (BLOCK 25802, LOTS 26 & 25) WITHIN THE OCEAN - BAYVIEW REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City (the "City") designated the Ocean - Bayview Redevelopment Area as an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), and thereafter adopted the Ocean - Bayview Redevelopment Plan in order to establish the zoning requirements within this redevelopment area; and

**WHEREAS**, the property located at 405 - 407 Ocean Avenue and identified on the City's official tax map as Block 25802, Lots 26 & 25 (the "Property") is located within the Ocean - Bayview Redevelopment Area and is governed by the Ocean - Bayview Redevelopment Plan (hereinafter, and as amended, the "Redevelopment Plan"); and

**WHEREAS**, the Jersey City Redevelopment Agency (the "Agency") serves as the City's redevelopment agency under the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL") and, in this capacity, is authorized to contract with redevelopers in order to arrange for the redevelopment of properties within designated redevelopment areas; and

**WHEREAS**, Uneek Inspiration, a non-profit 501 (c)(3) organization, has filed an application with the Agency proposing to redevelop the Property by rehabilitating the ground floor space into a state of the art resource center; and

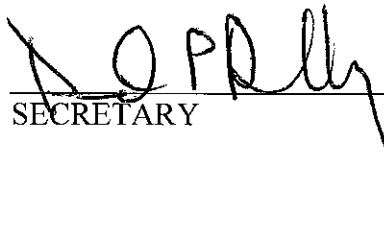
**WHEREAS**, the Agency wishes to conditionally designate Uneek Inspiration as the redeveloper of the Property for a period of up one hundred twenty (120) days, with the option for the Agency's Executive Director to extend the designation for two (2) additional thirty (30) day periods at his sole discretion, so that the Agency may attempt to negotiate and enter into a redevelopment agreement with Uneek Inspiration or an entity owned or controlled thereby, for the redevelopment of the Property.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency hereby conditionally designates Uneek Inspiration as the redeveloper of the Property for a period of up to one hundred twenty (120) days, with the option for the Agency's Executive Director to extend the designation for two (2) additional thirty (30) day periods at his sole discretion, to allow the Agency time to attempt to negotiate and enter into a redevelopment agreement with Uneek Inspiration for the redevelopment of the Property; and

**BE IT FURTHER RESOLVED** that unless this conditional designation is extended by the Agency through future Board resolution, or unless it shall be extended by the sole discretion of the Agency's Executive Director, it shall automatically expire one hundred twenty (120) days from the date of the adoption of this resolution; provided, however, that if the Agency's Board of Commissioners adopts a resolution prior to the expiration of this conditional redeveloper designation authorizing a redevelopment agreement between the Agency and Uneek Inspiration for the redevelopment of the Property, then such redeveloper designation shall remain in effect for the term of the redevelopment agreement; and

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

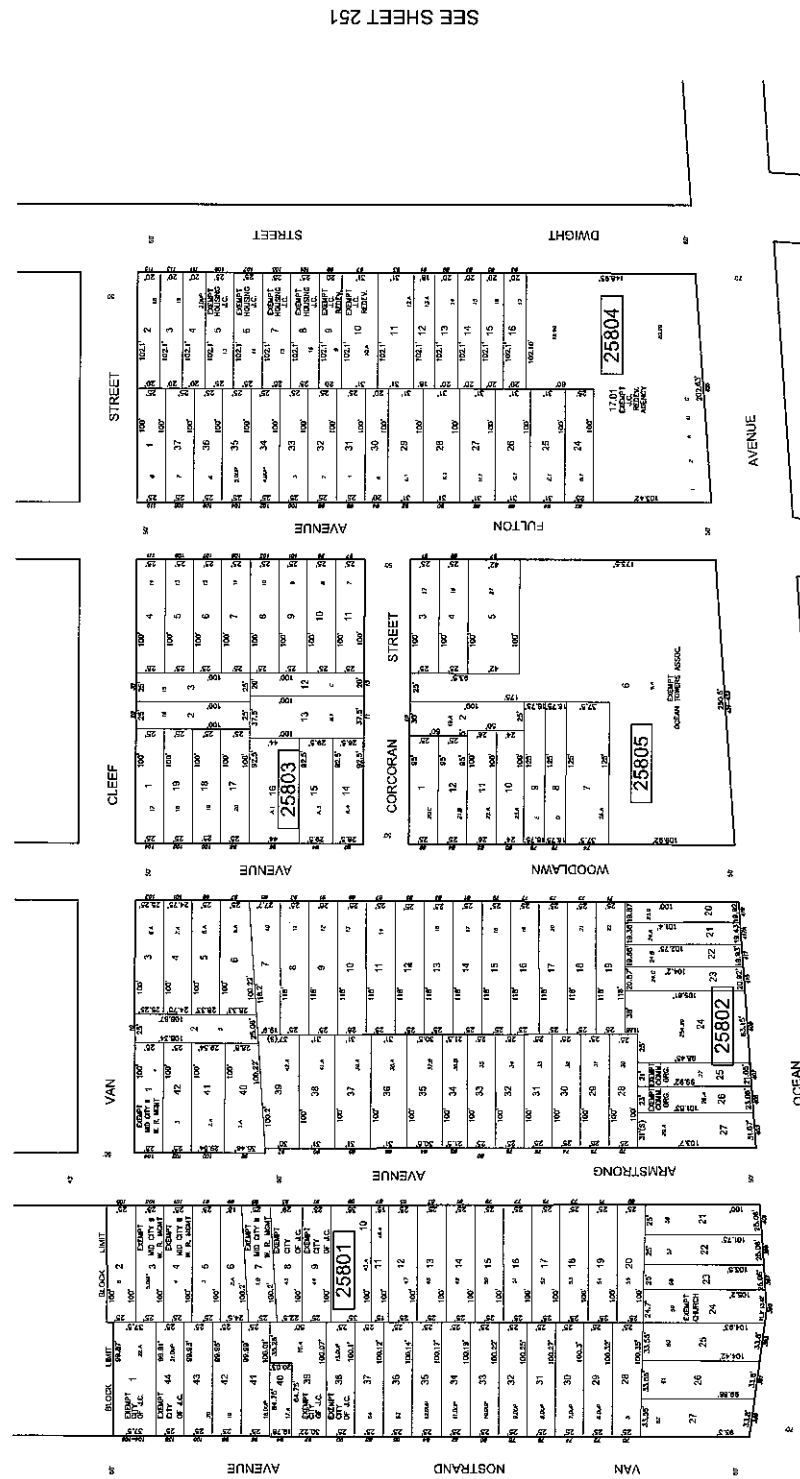
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.**

  
 SECRETARY

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

SEE SHEET 257

REVISIONS			
DATE	BY	DESCRIPTION	LOT
08/26/16	LB	24662	75804



SEE SHEET 251

SEE SHEET 265

THIS MAP HAS BEEN PREPARED, DRAWN, AND CHECKED BY THE CITY OF JERSEY CITY, NEW JERSEY, AUGUST 2008.

**TAX MAP**

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST 2008

RICHARD A. MORALLE, P.E., P.L.S.  
T & M ASSOCIATES, INC.  
11 TINDALL NEW JERSEY 07148

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 2009, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 959

SEE SHEET 252

SEE SHEET 259

REV - CONF240777320

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING THE PURCHASE OF THE CoSTAR  
DATABASE SOFTWARE PROGRAM**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) the Agency applies for state and federally funded grants for certain projects; and

**WHEREAS**, in order to compile current and correct information with regard to any properties for which these funds can be applied, the Agency will purchase four licenses for the database software program known as CoStar; and

**WHEREAS**, CoStar is a research database service which collects information at the census level in Northern New Jersey providing information about properties and spaces, which include asking rents, availability, photos, maps, floor plans/number of bedrooms, amenities and stacking plans by census tract; and

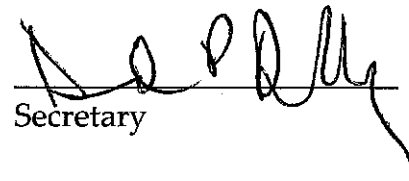
**WHEREAS**, staff can access decades of historical information regarding housing development to make a comparative analysis; and

**WHEREAS**, CoStar has information regarding state and federally funded affordable housing which is critical for the grant work with Smart Growth America and JP Morgan Chase & Co.; and

**WHEREAS**, the cost of four licenses for the CoStar program is \$435 per month.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that it hereby authorizes the purchase of four (4) licenses of the CoStar database program for use by Agency staff.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to sign any documents necessary to effectuate this Resolution.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated June 20, 2017.

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b><u>NAME</u></b>	<b><u>AYE</u></b>	<b><u>NAY</u></b>	<b><u>ABSTAIN</u></b>	<b><u>ABSENT</u></b>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

## CoStar Information

Confirmed price: \$435 per month for Property information for 3 user accounts, confirmed by Barry Cohen (Account Executive at the CoStar Group).

Training: A free training is provided by Barry Cohen or Tim Stuart (Customer Relationship Manager) once purchased, which can happen on site or online. They have an office in Florham Park, NJ, a 30-minute drive away, so are accessible if any issues with the database arise or we require additional trainings.

Additional training: Host live webinars every week and recorded trainings that can be accessed.

Contract length: Minimum of one year.

What is CoStar:

- Research database service which is collected and verified by the industry's largest professional research team. There are over 1,200 researchers and over 130 field research vehicles used across the country to collect information.
- Researchers make thousands of calls to brokers and owners, review court filings, tax assessor records and deeds, tenant canvassing, and use third-party data for their database.

Features:

- Collects information at the census level in the Northern New Jersey market (but not by census tract). This market includes Ocean County through Rockland and Orange Counties in New York.
- Provides information about properties and spaces, which include asking rents, availability, photos, maps, floor plans/ number of bedrooms, amenities, and stacking plans.
- Lists the developer behind the LLC, which is important for the affordable housing navigator updates.
- Can access decades of historical information regarding housing development to make a comparative analysis.
- Can set alerts in order to track competing properties, tenants, broker activity, and recent transactions.
- Each property is assigned to a researcher with a last date updated, so if the JCRA wanted a property's information updated, you can click on the person's e-mail and ask them to verify or update the information.
- As soon as site plans are approved, they are also tracked.
- Provide information on market housing, affordable housing, and market/ affordable housing (naturally occurring affordable housing).
- Has a "polygon" feature, where you can draw perimeters on the map and see information about the properties within the enclosed border.
- States state and federally funded affordable housing which is critical for the grant work with Smart Growth America and JPMorgan Chase & Co.



## Loopnet Prices

### Premium Lister

Individual Plans: Annual Subscription - \$69.95/ month; Quarterly Subscription - \$84.95/ month

Company Listing Plan: Must call for a price (888-567-7442)

### Searchers

Premium Searcher: \$264.95/ month


Platinum Searcher: \$444.85/ month

Note: Loopnet is part of the CoStar group. Upon talking with a Sales Representative, they recommended that we use the CoStar service and not Loopnet. Loopnet is more geared around posting listings, and monitoring availability is more streamlined and user friendly on CoStar.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF JUNE 20, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of June 20, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of June 20, 2017 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated June 20, 2017.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

## Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JC MUNICIPAL UTILITIES AUTHORI								
JC MUNICIPAL UTILITIES AUTHORI	5/31/2017	4/4/2017	671 Palisade	Water Facilities Charge - 671 Palisade Avenue	\$570.31	\$0.00		\$570.31
				Totals for JC MUNICIPAL UTILITIES AUTHORI:	\$570.31	\$0.00		\$570.31
				GRAND TOTALS:	\$570.31	\$0.00		\$570.31

## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Today (5/31/2017)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

# Jersey City Redevelopment Agency

## Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JERSEY CITY TAX COLLECTOR								
JERSEY CITY TAX COLLECTOR	6/9/2017	6/9/2017	Taxes		\$970.75	\$0.00		\$970.75
				Totals for JERSEY CITY TAX COLLECTOR:	\$970.75	\$0.00		\$970.75
				GRAND TOTALS:	\$970.75	\$0.00		\$970.75

## Jersey City Redevelopment Agency

Cash Requirements Report  
June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>66 YORK STREET, LLC</b>								
66 YORK STREET, LLC	6/20/2017	6/17/2017	July	Rent Payment for the Month of July	\$9,616.09	\$0.00		\$9,616.09
66 YORK STREET, LLC	6/20/2017	6/8/2017	July	Monthly Operating Expenses	\$172.14	\$0.00		\$172.14
66 YORK STREET, LLC	6/20/2017	6/8/2017	July	Electric Utility Payment	\$648.52	\$0.00		\$648.52
				<b>Totals for 66 YORK STREET, LLC:</b>	<b>\$10,436.75</b>	<b>\$0.00</b>		<b>\$10,436.75</b>
<b>ADMIRAL INSURANCE COMPANY</b>								
ADMIRAL INSURANCE COMPANY	6/20/2017	6/8/2017	Deductible	Emma Keyes - 2nd Payment	\$1,079.06	\$0.00		\$1,079.06
ADMIRAL INSURANCE COMPANY	6/20/2017	6/8/2017	Deductible	Vander Carter - 1st payment	\$963.33	\$0.00		\$963.33
ADMIRAL INSURANCE COMPANY	6/20/2017	6/8/2017	Deductible	Willie McKenzie - 2nd Payment	\$120.00	\$0.00		\$120.00
				<b>Totals for ADMIRAL INSURANCE COMPANY:</b>	<b>\$2,162.39</b>	<b>\$0.00</b>		<b>\$2,162.39</b>
<b>BARBARA A. AMATO</b>								
BARBARA A. AMATO	6/20/2017	6/15/2017	Reimbursement	Spouse's Dental Expense 6/13/17	\$235.00	\$0.00		\$235.00
				<b>Totals for BARBARA A. AMATO:</b>	<b>\$235.00</b>	<b>\$0.00</b>		<b>\$235.00</b>
<b>BENJAMIN DELISLE</b>								
BENJAMIN DELISLE	6/20/2017	6/19/2017	April/May	Travel Expenses	\$159.84	\$0.00		\$159.84
				<b>Totals for BENJAMIN DELISLE:</b>	<b>\$159.84</b>	<b>\$0.00</b>		<b>\$159.84</b>
<b>BROWNFIELD REDEVELOPMENT SOLUTIONS</b>								
BROWNFIELD REDEVELOPMENT S	6/20/2017	6/9/2017	3469	Professional Svcs - Ash St	\$1,483.75	\$0.00		\$1,483.75
				<b>Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:</b>	<b>\$1,483.75</b>	<b>\$0.00</b>		<b>\$1,483.75</b>
<b>CASH</b>								
CASH	6/20/2017	6/14/2017	Cash	Replenishment of Petty Cash	\$250.00	\$0.00		\$250.00
				<b>Totals for CASH:</b>	<b>\$250.00</b>	<b>\$0.00</b>		<b>\$250.00</b>
<b>CENTRAL PARKING SYSTEM</b>								
CENTRAL PARKING SYSTEM	6/20/2017	6/8/2017	Parking	Parking for 15 Spaces at Harborside 4A	\$1,875.50	\$0.00		\$1,875.50
				<b>Totals for CENTRAL PARKING SYSTEM:</b>	<b>\$1,875.50</b>	<b>\$0.00</b>		<b>\$1,875.50</b>
<b>COMCAST</b>								
COMCAST	6/20/2017	6/19/2017	66 York	Phone & AV Connection	\$145.70	\$0.00		\$145.70
COMCAST	6/20/2017	6/19/2017	665 Ocean	Phone & internet	\$117.76	\$0.00		\$117.76
				<b>Totals for COMCAST:</b>	<b>\$263.46</b>	<b>\$0.00</b>		<b>\$263.46</b>
<b>CRYSTAL POINT CONDOMINIUM ASSOC.</b>								
CRYSTAL POINT CONDOMINIUM A	6/20/2017	6/8/2017	July	Monthly Maintenance Fee	\$145.88	\$0.00		\$145.88
				<b>Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:</b>	<b>\$145.88</b>	<b>\$0.00</b>		<b>\$145.88</b>
<b>DAVID P. DONNELLY</b>								
DAVID P. DONNELLY	6/20/2017	6/19/2017	April/June	Travel Expenses	\$366.26	\$0.00		\$366.26
				<b>Totals for DAVID P. DONNELLY:</b>	<b>\$366.26</b>	<b>\$0.00</b>		<b>\$366.26</b>

## Jersey City Redevelopment Agency

Cash Requirements Report  
June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>DIANA JEFFREY</b>								
DIANA JEFFREY	6/20/2017	6/16/2017	Reimbursement	Dental Expense 6/15/17	\$107.00	\$0.00		\$107.00
				Totals for DIANA JEFFREY:	\$107.00	\$0.00		\$107.00
<b>ENGENUITY INFRASTRUCTURE, LLC</b>								
ENGENUITY INFRASTRUCTURE, L	6/20/2017	5/31/2017	1 (SI-14)	Consulting Engineering Svcs - Canal Crossin	\$12,161.05	\$0.00		\$12,161.05
				Totals for ENGENUITY INFRASTRUCTURE, LLC:	\$12,161.05	\$0.00		\$12,161.05
<b>FEDERAL EXPRESS</b>								
FEDERAL EXPRESS	6/20/2017	6/12/2017	5-830-78697	Overnight Deliveries	\$131.21	\$0.00		\$131.21
				Totals for FEDERAL EXPRESS:	\$131.21	\$0.00		\$131.21
<b>FUSION CREATIVE</b>								
FUSION CREATIVE	6/20/2017	5/18/2017	2867	Website Maintenance	\$500.00	\$0.00		\$500.00
				Totals for FUSION CREATIVE:	\$500.00	\$0.00		\$500.00
<b>GLUCK WALRATH LLP</b>								
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37461	Legal Services - 671 Palisade Ave	\$2,570.00	\$0.00		\$2,570.00
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37464	Legal Services - 461 Palisade Ave	\$472.50	\$0.00		\$472.50
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37463	Legal Services - 364-366 Palisade Ave	\$437.50	\$0.00		\$437.50
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37455	Legal Services - 671 Palisade	\$106.14	\$0.00		\$106.14
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37458	Legal Services - 142 Boyd	\$490.00	\$0.00		\$490.00
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37460	Legal Services - 248 Grove St	\$647.50	\$0.00		\$647.50
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37456	Legal Services - 9 Myrtle Ave	\$437.50	\$0.00		\$437.50
GLUCK WALRATH LLP	6/20/2017	6/6/2017	37462	Legal Services - 201 New York Ave	\$1,662.50	\$0.00		\$1,662.50
				Totals for GLUCK WALRATH LLP:	\$6,823.64	\$0.00		\$6,823.64
<b>GOVERNANCE &amp; FISCAL AFFAIRS, LLC</b>								
GOVERNANCE & FISCAL AFFAIRS, I	6/20/2017	6/1/2017	1029	Purchasing Consultant - June	\$1,350.00	\$0.00		\$1,350.00
				Totals for GOVERNANCE & FISCAL AFFAIRS, LLC:	\$1,350.00	\$0.00		\$1,350.00
<b>HODULIK &amp; MORRISON, PA</b>								
HODULIK & MORRISON, PA	6/20/2017	5/15/2017	1st Qtr 2017	Accounting and CFO/Comptroller Svcs	\$15,500.00	\$0.00		\$15,500.00
				Totals for HODULIK & MORRISON, PA:	\$15,500.00	\$0.00		\$15,500.00
<b>HOME DEPOT CREDIT SERVICES</b>								
HOME DEPOT CREDIT SERVICES	6/20/2017	5/21/2017	9574120	665 Ocean Avenue	\$7.89	\$0.00		\$7.89
				Totals for HOME DEPOT CREDIT SERVICES:	\$7.89	\$0.00		\$7.89
<b>HR SPECIALIST EMPLOYMENT LAW</b>								
HR SPECIALIST EMPLOYMENT LA	6/20/2017	6/5/2017	43735367	HR Specialist Employment Law	\$149.00	\$0.00		\$149.00
				Totals for HR SPECIALIST EMPLOYMENT LAW:	\$149.00	\$0.00		\$149.00
<b>HUDSON REPORTER ASSOC. LP</b>								
HUDSON REPORTER ASSOC. LP	6/20/2017	5/31/2017	May	Legal Advertising	\$264.60	\$0.00		\$264.60

# Jersey City Redevelopment Agency

## Cash Requirements Report

June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>J &amp; B LANDSCAPE, INC.</b>								
J & B LANDSCAPE, INC.	6/20/2017	5/16/2017	25930	Totals for HUDSON REPORTER ASSOC. LP:	\$264.60	\$0.00		\$264.60
				Betz - Monthly Maintenance	\$1,097.50	\$0.00		\$1,097.50
				Totals for J & B LANDSCAPE, INC.:	\$1,097.50	\$0.00		\$1,097.50
<b>JC MUNICIPAL UTILITIES AUTHORITY</b>								
JC MUNICIPAL UTILITIES AUTHORITY	6/20/2017	5/12/2017	665 Ocean	Account No. 30306348540000	\$152.58	\$0.00		\$152.58
				Totals for JC MUNICIPAL UTILITIES AUTHORITY:	\$152.58	\$0.00		\$152.58
<b>JERSEY CITY DEPT. OF PUBLIC WORKS</b>								
JERSEY CITY DEPT. OF PUBLIC WORKS	6/20/2017	5/19/2017	133 Kearney Ave	Work Completed at Block 22502, Lot 3	\$936.10	\$0.00		\$936.10
JERSEY CITY DEPT. OF PUBLIC WORKS	6/20/2017	5/17/2017	92 Stegman	Work Completed at Block 22502, Lot 28	\$787.60	\$0.00		\$787.60
				Totals for JERSEY CITY DEPT. OF PUBLIC WORKS:	\$1,723.70	\$0.00		\$1,723.70
<b>LERCH, VINCI &amp; HIGGINS, LLP</b>								
LERCH, VINCI & HIGGINS, LLP	6/20/2017	4/30/2017	29891	Annual Audit for Year Ended 12/31/16	\$15,000.00	\$0.00		\$15,000.00
				Totals for LERCH, VINCI & HIGGINS, LLP:	\$15,000.00	\$0.00		\$15,000.00
<b>LWDMR ARCHITECTS</b>								
LWDMR ARCHITECTS	6/20/2017	5/30/2017	13	Architectural Svcs - 292 MLK Drive	\$1,750.00	\$0.00		\$1,750.00
				Totals for LWDMR ARCHITECTS:	\$1,750.00	\$0.00		\$1,750.00
<b>MARY ANN KOPCHA</b>								
MARY ANN KOPCHA	6/20/2017	6/13/2017	Reimbursement	Dental Expense 6/12/17	\$130.00	\$0.00		\$130.00
MARY ANN KOPCHA	6/20/2017	6/7/2017	Reimbursement	Dental Expense 6/6/17	\$279.00	\$0.00		\$279.00
				Totals for MARY ANN KOPCHA:	\$409.00	\$0.00		\$409.00
<b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>								
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	3/27/2017	146123	Legal Services - West Campus KKF 5B	\$220.00	\$0.00		\$220.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	3/27/2017	146122	Legal Services - West Campus Claremont 2	\$2,255.00	\$0.00		\$2,255.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	6/14/2017	147433	Legal Services - 125 Monitor St	\$1,337.60	\$0.00		\$1,337.60
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147440	Legal Services - 25 Paltside	\$2,854.92	\$0.00		\$2,854.92
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147442	Legal Services - West Campus KKF 5B	\$302.50	\$0.00		\$302.50
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147434	Legal Services - 101 Newkirk	\$5,526.76	\$0.00		\$5,526.76
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147437	Legal Services - Whitlock Mills	\$1,172.65	\$0.00		\$1,172.65
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147429	Legal Services - Grand Jersey	\$605.00	\$0.00		\$605.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	3/27/2017	146120	Legal Services - St. George/St. Shenouda	\$5,024.95	\$0.00		\$5,024.95
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147441	Legal Services - St. George/St. Shenouda	\$137.50	\$0.00		\$137.50
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147436	Legal Services - Journal Sq	\$3,632.71	\$0.00		\$3,632.71
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147447	Legal Services - Hourly	\$665.00	\$0.00		\$665.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147435	Legal Services - Argent Venture/Johnston Vie	\$6,005.93	\$0.00		\$6,005.93
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/20/2017	5/30/2017	147439	Legal Services - Harismus Cove	\$1,583.19	\$0.00		\$1,583.19
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$31,323.71	\$0.00		\$31,323.71



## Jersey City Redevelopment Agency

Cash Requirements Report  
June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>METLIFE</b>								
METLIFE	6/20/2017	6/17/2017	7/14/17	Deferred Salary Per Attached	\$650.00	\$0.00		\$650.00
METLIFE	6/20/2017	6/17/2017	7/28/17	Deferred Salary Per Attached	\$650.00	\$0.00		\$650.00
				<b>Totals for METLIFE:</b>	<b>\$1,300.00</b>	<b>\$0.00</b>		<b>\$1,300.00</b>
<b>MLK Urban Renewal JV Partnership</b>								
MLK Urban Renewal JV Partnership	6/20/2017	3/31/2017	Feb & March	HUB Rent Payment	\$4,948.92	\$0.00		\$4,948.92
				<b>Totals for MLK Urban Renewal JV Partnership:</b>	<b>\$4,948.92</b>	<b>\$0.00</b>		<b>\$4,948.92</b>
<b>MOISHE'S MOVING SYSTEMS</b>								
MOISHE'S MOVING SYSTEMS	6/20/2017	6/8/2017	July 2017	Storage Space at Dey Street	\$700.00	\$0.00		\$700.00
				<b>Totals for MOISHE'S MOVING SYSTEMS:</b>	<b>\$700.00</b>	<b>\$0.00</b>		<b>\$700.00</b>
<b>MYKL, LLC</b>								
MYKL, LLC	6/20/2017	5/1/2017	309	Legal Services - Liberty National W/A Golf	\$302.50	\$0.00		\$302.50
MYKL, LLC	6/20/2017	5/1/2017	307	Legal Services - 233 Newark Ave	\$922.50	\$0.00		\$922.50
MYKL, LLC	6/20/2017	5/30/2017	310	Legal Services - Black Bear	\$55.00	\$0.00		\$55.00
MYKL, LLC	6/20/2017	5/1/2017	308	Legal Services - 323 and 325 Pine St	\$55.00	\$0.00		\$55.00
				<b>Totals for MYKL, LLC:</b>	<b>\$1,335.00</b>	<b>\$0.00</b>		<b>\$1,335.00</b>
<b>NW FINANCIAL GROUP, LLC</b>								
NW FINANCIAL GROUP, LLC	6/20/2017	3/31/2017	23119	Financial Advisory Svcs - One Journal Sq	\$780.00	\$0.00		\$780.00
				<b>Totals for NW FINANCIAL GROUP, LLC:</b>	<b>\$780.00</b>	<b>\$0.00</b>		<b>\$780.00</b>
<b>PETROCCI AGENCY, LLC</b>								
PETROCCI AGENCY, LLC	6/20/2017	6/9/2017	665 Ocean Ave	One Year Liability Coverage	\$10,922.00	\$0.00		\$10,922.00
				<b>Totals for PETROCCI AGENCY, LLC:</b>	<b>\$10,922.00</b>	<b>\$0.00</b>		<b>\$10,922.00</b>
<b>PHILLIPS,PREISS GRYGIEL, LLC</b>								
PHILLIPS,PREISS GRYGIEL, LLC	6/20/2017	4/30/2017	24374	Relocation Assistance - 239 Suydam	\$877.50	\$0.00		\$877.50
				<b>Totals for PHILLIPS,PREISS GRYGIEL, LLC:</b>	<b>\$877.50</b>	<b>\$0.00</b>		<b>\$877.50</b>
<b>POTOMAC-HUDSON ENVIRONMENTAL I</b>								
POTOMAC-HUDSON ENVIRONMEN	6/20/2017	5/10/2017	17.0597.02	Environmental Services - 125 Monitor Street	\$12,946.29	\$0.00		\$12,946.29
				<b>Totals for POTOMAC-HUDSON ENVIRONMENTAL I:</b>	<b>\$12,946.29</b>	<b>\$0.00</b>		<b>\$12,946.29</b>
<b>PUBLIC SERVICE ELECTRIC &amp; GAS</b>								
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 3B	\$29.61	\$0.00		\$29.61
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	407 Ocean	Public Service Bill - 3rd floor	\$51.98	\$0.00		\$51.98
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	292 MLK	Public Service Bill - House	\$28.94	\$0.00		\$28.94
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	292 MLK	Public Service Bill - Apt 1	\$46.81	\$0.00		\$46.81
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	407 Ocean	Public Service Bill - House	\$168.14	\$0.00		\$168.14
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office 2A	\$36.18	\$0.00		\$36.18
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office 2B	\$26.71	\$0.00		\$26.71
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office B	\$841.81	\$0.00		\$841.81

# Jersey City Redevelopment Agency

## Cash Requirements Report

June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 2D	\$39.69	\$0.00		\$39.69
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 2C	\$36.11	\$0.00		\$36.11
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office B	\$24.78	\$0.00		\$24.78
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 3D	\$23.79	\$0.00		\$23.79
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - House	\$774.74	\$0.00		\$774.74
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 3C	\$33.05	\$0.00		\$33.05
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	292 MLK	Public Service Bill - Store	\$45.26	\$0.00		\$45.26
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	407 Ocean	Public Service Bill - 2nd floor	\$129.39	\$0.00		\$129.39
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	152 MLK	Public Service Bill - Office	\$94.54	\$0.00		\$94.54
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	152 MLK	Public Service Bill - Apt 2	\$33.41	\$0.00		\$33.41
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	152 MLK	Public Service Bill - Apt 3	\$84.31	\$0.00		\$84.31
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	405 Ocean	Public Service Bill - 3rd floor	\$81.83	\$0.00		\$81.83
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	405 Ocean	Public Service Bill - House	\$92.52	\$0.00		\$92.52
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office A	\$48.92	\$0.00		\$48.92
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Apt 3A	\$36.80	\$0.00		\$36.80
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	292 MLK	Public Service Bill - Apt 2	\$54.33	\$0.00		\$54.33
PUBLIC SERVICE ELECTRIC & GAS	6/20/2017	6/8/2017	665 Ocean	Public Service Bill - Office A	\$841.81	\$0.00		\$841.81
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$3,705.46	\$0.00		\$3,705.46
ROYAL PRINTING SERVICE								
ROYAL PRINTING SERVICE	6/20/2017	5/15/2017	139010	#10 Regular Envelopes	\$510.00	\$0.00		\$510.00
Totals for ROYAL PRINTING SERVICE:					\$510.00	\$0.00		\$510.00
SAL ELECTRIC COMPANY, INC.								
SAL ELECTRIC COMPANY, INC.	6/20/2017	6/22/2017	17-2464	Electrical Services - 665 Ocean Ave	\$853.00	\$0.00		\$853.00
Totals for SAL ELECTRIC COMPANY, INC.:					\$853.00	\$0.00		\$853.00
STAPLES, INC								
STAPLES, INC	6/20/2017	5/25/2017	1825939251	Office Supplies	\$112.16	\$0.00		\$112.16
Totals for STAPLES, INC:					\$112.16	\$0.00		\$112.16
THE EVENING JOURNAL ASSOCIATIO								
THE EVENING JOURNAL ASSOCIAT	6/20/2017	5/31/2017	May	Public Notices	\$325.74	\$0.00		\$325.74
Totals for THE EVENING JOURNAL ASSOCIATIO:					\$325.74	\$0.00		\$325.74
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	6/20/2017	6/8/2017	July	Monthly Payment - Toshiba Copier	\$1,235.00	\$0.00		\$1,235.00
Totals for TOSHIBA FINANCIAL SERVICES:					\$1,235.00	\$0.00		\$1,235.00
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	6/20/2017	5/24/2017	170570500	Annual Site Remediation Fee - Ocean/Dwight	\$3,775.00	\$0.00		\$3,775.00
Totals for TREASURER - STATE OF NEW JERSEY:					\$3,775.00	\$0.00		\$3,775.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	6/20/2017	6/2/2017	1085010	Water Cooler Rental	\$149.60	\$0.00		\$149.60

# Jersey City Redevelopment Agency

## Cash Requirements Report

### June 20, 2017 Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>VERIZON</b>				Totals for TWIN ROCKS SPRING WATER:	\$149.60	\$0.00		\$149.60
VERIZON	6/20/2017	5/23/2017	9786394576	Agency Phones	\$315.22	\$0.00		\$315.22
				Totals for VERIZON:	\$315.22	\$0.00		\$315.22
				<b>GRAND TOTALS:</b>	\$150,620.60	\$0.00		\$150,620.60

## Jersey City Redevelopment Agency

### Cash Requirements Report

June 20, 2017 Board Meeting

Report name: June Bd Meeting  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: 6/20/2017 to 6/20/2017  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE PERSONNEL LIST AS OF  
JUNE 20, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of June 20, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of June 20, 2017 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated June 20, 2017

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

Regular Meeting  
June 20, 2017

**A G E N D A**

**Monticello Avenue Redevelopment Area** - Board authorization is requested to discharge a mortgage with Whitehall Enterprises, Inc. dated January 16, 2004.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE DISCHARGE OF MORTGAGE WITH WHITEHALL ENTERPRISES, INC. DATED JANURAY 16, 2004 FOR PROPERTY LOCATED AT 181 MONTICELLO AVENUE (BLOCK 16702, LOT 23 F/K/A BLOCK 1920, LOT 102) LOCATED WITHIN THE MONTICELLO AVENUE REDEVELOPMENT AREA.**

Diana Jeffrey

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE DISCHARGE OF THE MORTGAGE WITH  
WHITEHALL ENTERPRISES, INC., DATED JANUARY 16, 2004**

**WHEREAS**, on January 16, 2004, the Agency conveyed the Property located on Block 16702, Lot 23, f/k/a Block 1920, Lot 102 otherwise known by the street address of 181 Monticello Avenue in the City of Jersey City, State of New Jersey, located in the Monticello Avenue Redevelopment Area, to Whitehall Enterprises, Inc.; and

**WHEREAS**, the purchase price for the Property was \$66,000.00. \$30,000.00 was paid at the time of closing. The \$36,000.00 balance was to be paid in full on January 16, 2005; and

**WHEREAS**, a Purchase Money Mortgage was executed between Jersey City Redevelopment Agency and Whitehall Enterprises, Inc. on January 16, 2004 to secure the payment of \$36,000.00 for the Property which was due and owing on January 16, 2005; and

**WHEREAS**, the Purchase Money Mortgage for \$36,000.00 was recorded in the Office of the Register of Hudson County on February 20, 2004 in Mortgage Book 11067 on Page 00278 and remains of record; and

**WHEREAS**, payment of principal and interest to the Agency was due and owing in full on January 16, 2005; and

**WHEREAS**, the Purchase Money Mortgage was never discharged; and

**WHEREAS**, Whitehall Enterprises, Inc. has now requested the mortgage be discharged;  
and

**WHEREAS**, Whitehall Enterprises, Inc. has taken the position that it made the payoff amount of the Purchase Money Mortgage, both principal and interest in the amount of \$37,352.82, as required per the Purchase Money Mortgage, on or about July 15, 2005; and

**WHEREAS**, the Agency has no record of receiving that payment and Whitehall Enterprises, Inc. has insufficient proof to establish the payment was made; and

**WHEREAS**, due to the passage of time, the Agency recommends it be authorized to negotiate a reduced sum as the payoff amount of the mortgage; and

**WHEREAS**, a negotiated reduced sum in the amount of \$18,000 was agreed to by both Whitehall Enterprises and the Board of Commissioners; and

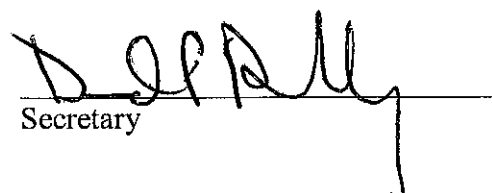
**WHEREAS**, the Board of Commissioners consents to discharge the Purchase Money Mortgage once the reduced sum of \$18,000 is paid.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are incorporated herein as if set forth at length;
2. The Jersey City Redevelopment Agency is authorized to discharge the Purchase Money Mortgage made with Whitehall Enterprises, Inc. dated January 16, 2004, upon receipt of a reduced sum of \$18,000 negotiated by the parties.



3. The Chairman, Vice-Chairman and/or Secretary are authorized to execute any and all documents necessary to effectuate this resolution subject to the review and approval of the final form of such documents by the Agency's Executive Director and General Counsel.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Regular Meeting of June 20, 2017

Record of Commissioners Vote				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
TO RATIFY THE REVISED AND RESTATED REDEVELOPMENT  
AGREEMENT WITH FDAD MAPLE, LLC FOR PROPERTIES  
LOCATED IN BLOCK 19003 (JOHNSTON AVE., MONITOR &  
PINE STREETS) WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A.40A:12-1, et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

**WHEREAS**, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City ("the City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and;  
and

**WHEREAS**, pursuant to N.J.S.A.40A:12A-5, the City designated a delineated area as an area in need of redevelopment known as the Morris Canal Redevelopment Area ("Redevelopment Area") and adopted, as last amended on June 15, 2016, the Morris Canal Redevelopment Plan ("Redevelopment Plan"), which is on file with the Office of the City Clerk;  
and

**WHEREAS**, by Resolution 16-12-16, adopted on December 20, 2016, FDAD Maple was designated to be the transferee Redeveloper for a portion of the Redevelopment Area identified as Block 19003 (Johnston, Ave., Monitor & Pine Streets) within the Morris Canal Redevelopment Area; and

**WHEREAS**, by Resolution 16-12-16, adopted on December 20, 2016, the Agency was authorized to enter in a Revised and Restated Redevelopment Agreement with FDAD Maple, LLC; and

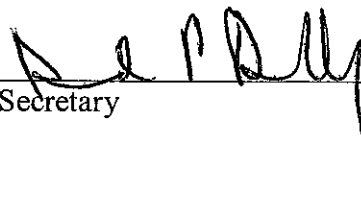
**WHEREAS**, the parties executed a fully negotiated Revised and Restated Redevelopment Agreement on April 17, 2017 a copy of which is annexed hereto as Exhibit A; and

**WHEREAS**, the Agency requests Board ratification of the fully executed Revised & Restated Redevelopment Agreement.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are incorporated herein as if set forth at length;
2. The Board of Commissioners of the JCRA ratifies the Revised and Restated Redevelopment Agreement with FDAD Maple, LLC executed on April 17, 2016.
3. The Chairman, Vice-Chairman, General Counsel, Executive Director, Secretary, and other necessary Agency Officials are hereby authorized to undertake all actions necessary to effectuate this Resolution.

4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Agency.
6. This Resolution shall take effect immediately.

  
 \_\_\_\_\_  
 Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Regular Meeting of June 20, 2017

Record of Commissioners Vote				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			✓
Douglas Carlucci	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓		✓	
Rolando R. Lavarro, Jr.				✓
Daniel Rivera	✓			
Darwin R. Ona	✓			

## EXHIBIT A

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF OPIS  
PARTNERS (OR AN ENTITY TO BE FORMED BY THEM) AS THE  
REDEVELOPER FOR PROPERTY LOCATED IN BLOCK 17505 WITHIN THE  
MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, at its August 16<sup>th</sup>, 2016 Board of Commissioners Meeting, the Agency authorized the designation of Opis Partners (or an entity to be formed by them) as Redeveloper of property located at Block 17505, Lot 4 (325 Pine Street) and Lot 5 (323 Pine Street) within the Morris Canal Redevelopment Area; and

**WHEREAS**, at its January 17<sup>th</sup>, 2017 Board of Commissioners Meeting, the Agency extended the designation of Opis Partners as Redeveloper of property located at Block 17505, Lot 4 (325 Pine Street) and Lot 5 (323 Pine Street) in the Morris Canal Redevelopment Area for a one hundred twenty (120) day period, with option for the Agency's Executive Director to extend the designation for an additional sixty (60) days at his sole discretion; and

**WHEREAS**, the site is owned by 325 Pine Acquisition, LLC and 323 Pine Acquisition, LLC which are wholly controlled and owned by Opis Partners; and

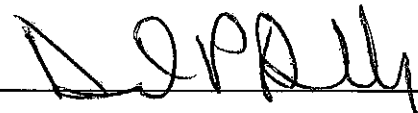
**WHEREAS**, the parties have continued to negotiate the terms and conditions of the Redevelopment Agreement and are seeking a designation extension of 90 days or until October 17<sup>th</sup>, 2017 (whichever comes first) to complete negotiations; and

**WHEREAS**, the Redeveloper will comply with all requirements from a design and construction standpoint as indicted on the plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

- 1) The above recitations are incorporated herein as if set forth at length;
- 2) The designation of Opis Partners as Redeveloper for the development of property located at Block 17505, Lot 4 (325 Pine Street) and Lot 5 (323 Pine Street) in the Morris Canal Redevelopment Area is hereby extended.

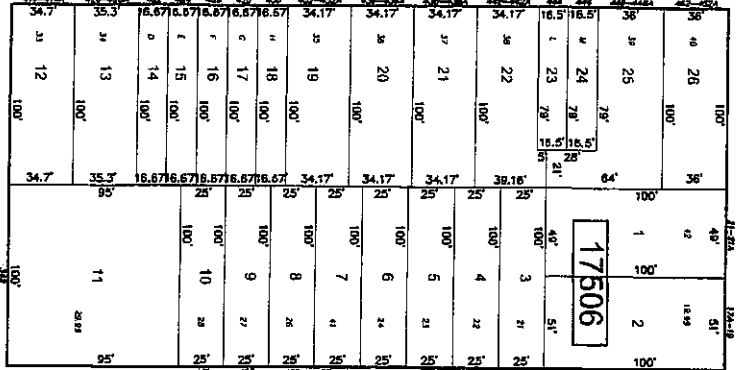
**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

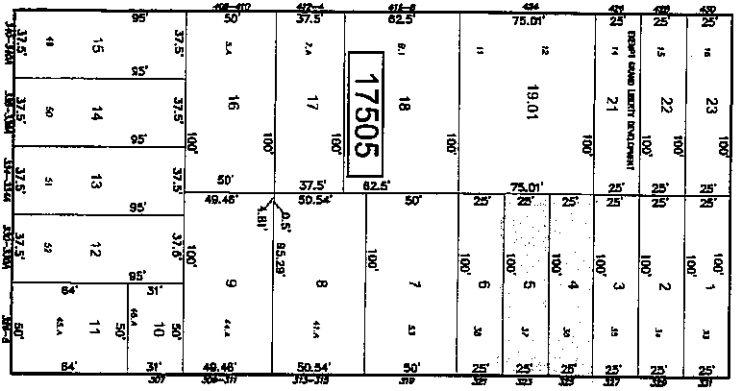
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20<sup>th</sup>, 2017.**

<b>RECORD OF COMMISSIONERS VOTE</b>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erna D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

ASH

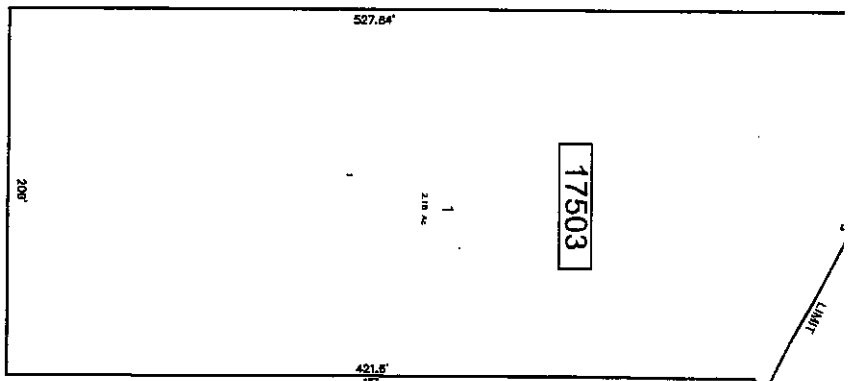


STREET

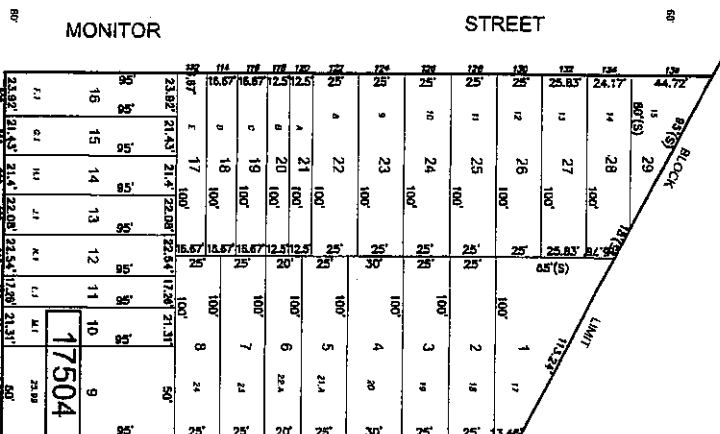


PINE

STREET

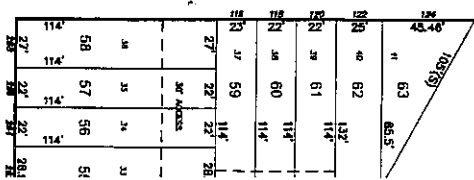


AVENUE



GARABRANT

STREET



JOHNSTON



SEE SHEET 190

SEE SHEET 158

ARH - CDA#24GA27973300

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.

THIS MAP HAS BEEN GIVEN  
FORMAL CERTIFICATION BY  
DIVISION OF TAXATION  
MAY, 2009, SIGNED  
BY SANTO C. DIDONATO, C.T.  
ASSIGNED SERIAL NUMBER



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING (1) THE TRANSFER OF A PORTION OF THE PROJECT KNOWN AS THE DAVITA PROJECT, FROM HUB PARTNERS LLC, d/b/a BRANDYWINE TO HUBP-GENESIS JOINT VENTURE PARTNERSHIP, SUBJECT TO THE NEGOTIATION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT; (2) A MODIFICATION TO THE SCHEDULE H-2 RELATING TO THE DAVITA PROJECT; AND (3) THE NEGOTIATION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH HUBP-GENESIS JOINT VENTURE PARTNERSHIP, LLC.**

**WHEREAS**, the Agency, Martin Luther King Drive Urban Renewal Joint Venture Partnership ("Redeveloper") and Hub Partners, LLC entered into that certain Redevelopment Agreement (the "RDA") dated March 19, 2014, pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, Section 4.1(g) of the RDA provides that the Redeveloper or Hub Partners shall be the redeveloper of the municipal annex building project ("Municipal Annex Project"), and Section 9.1( c) permits the Redeveloper a project to an affiliate of Hub Partners, LLC; and

**WHEREAS**, the Redeveloper in 2015 requested assignment of the Municipal Annex Project to Jersey City Municipal, an affiliate of Hub Partners, LL, pursuant to Section 9.1( c) of the RDA, for the construction and purchase of a municipal annex building ("Municipal Annex Building") to be located on a portion of Block 21201, Lot 17, located along the

southwest corner at the intersection of Kearney Avenue and Martin Luther King Drive; and

**WHEREAS**, on June 30, 2015, the parties entered into a First Amendment that permitted the subdivision of Block 21201, Lot 17 and recognized the transfer of such site to Jersey City Municipal to construct and develop the Municipal Annex Building; and

**WHEREAS**, now the Redeveloper has requested Board authorization to transfer a portion of the Project located at Block 22,601, Lots 30-37, otherwise known in the RDA as the "DaVita Project;" from Hub Partners, LLC d/b/a Brandywine, to the proposed joint venture HUBP-Genesis Joint Venture Partnership, LLC, of which Hub Partners is a 50% share joint venture partner and Genesis KC Development, LLC is a 50% joint venture partner. This transfer request relates only to the DaVita Project; and

**WHEREAS**, Genesis KC Development, LLC is wholly owned by Total Renal Care, Inc; and

**WHEREAS**, approval for this transfer request is conditioned upon the receipt of a completed Developer's Questionnaire and ownership disclosure for Total Renal Care, Inc., and application fee of \$5,000.00, within five (5) business days following date of adoption of the herein Resolution, as well as successful negotiation and subsequent Board

approval of an Amended and Restated Redevelopment Agreement between the Agency and HUBP-Genesis Joint Venture Partnership, LLC; and

**WHEREAS**, Board authorization is also requested to authorize proposed modifications to the Schedule H-2, as it relates to the DaVita Project only, annexed hereto as Exhibit A; and

**WHEREAS**, Board authorization is sought to enable the Agency to enter into negotiations with HUBP Genesis Joint Venture Partnership for an Amended and Restated Redevelopment Agreement which will reflect certain business terms related to the newly-formed HUBP-Genesis Joint Venture Partnership; and

**WHEREAS**, Those provisions in the RDA relating to the construction of the Municipal Annex Project with Jersey City Municipal, and Martin Luther King Drive Urban Renewal Joint Venture Partnership, remain undisturbed by this Resolution; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are incorporated herein as if set forth at length; and
2. The Agency's approval of the transfer of ownership from Hub Partners, LLC d/b/a Brandywine, to HUBP-Genesis Joint Venture Partnership, LLC, is hereby approved, subject to the receipt of a completed Developer's Questionnaire and ownership disclosure for Total Renal Care, Inc.,

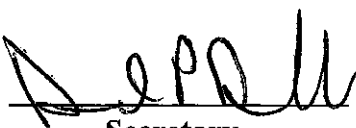
application fee of \$5,000.00, within five (5) business days following date of adoption of the herein Resolution, and the successful negotiation of an Amended and Restated Redevelopment Agreement and approval thereof by the Board of Commissioners.

3. Provided the conditions set forth in the herein Para. 2 are met, HUBP-Genesis Joint Venture Partnership, LLC, is hereby recognized as Developer having the exclusive option for property located at Block 22,601, Lots 30-37 located within the Jackson Hill Redevelopment Area.

4. Proposed modifications to the Schedule H-2, as it relates to the DaVita Project only, are approved.

5. The Agency is authorized to enter into negotiations with HUBP-Genesis Joint Venture Partnership, LLC or an Amended and Restated Redevelopment Agreement.

**BE IT FURTHER RESOLVED**, by the Board of Commissioners that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel citing the original scope of services.

  
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.

Record of Commissioners Vote				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

**Exhibit H-2**

**DaVita Project**

**Projected Project Schedule**

<b>TASK</b>	<b>COMPLETION DATE</b>
1. Agency/Redeveloper completion of due diligence including environmental	February 28, 2018
2. Closing of Title to Agency Parcels (see below for parcel list)	In no event shall be later than April 1, 2018
3. Submit to Planning Board	Within 60 days of this Amendment
4. Evidence of Mortgage Financing	30 days prior to start of construction
5. Evidence of Equity	30 days prior to start of construction
6. Commence Construction	In no event later than July 1, 2018
7. Complete Construction	12 months from commencement of construction
8. Issuance of Permanent Certificate of Occupancy	60 days after completion of construction
9. Issuance of Certificate of Completion	60 days after Issuance of Certificate of Completion

**Parcels**

**Block:** 22601

**Lots:** 1, 2, 3, 4, 5, 29, 30, 31, 32, 33, 34, 35, 37

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH GREEN ON PINE, LLC FOR THE TRANSFER OF PROPERTY LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency is the owner of the property located in Block 17505, Lot 21 (with street address 426 Whiton Street St.) within the Morris Canal Redevelopment Area (map attached); and

**WHEREAS**, on December 20, 2016 the Jersey City Redevelopment Agency Board of Commissioners approved entering into a Redevelopment Agreement with Green on Pine, LLC ("Redeveloper") for property located in Block 17505, Lots 1, 2, 3, 21, 22 and 23 ("Redeveloper") for the construction of approximately 99 market rate rental units with parking and associated amenities (the Project"); and

**WHEREAS**, in order to assemble all parcels necessary to complete the Project with the Redeveloper, the Agency desires to transfer property it owns at Block 17505, Lot 21 to Green on Pine, LLC for purposes of promoting redevelopment of the Property; and

**WHEREAS**, the Agency has agreed to sell and convey to Green On Pine, LLC, and Green On Pine, LLC has agreed to purchase from the Agency the Property, for ultimate transfer to the Redeveloper, subject to the terms and conditions set forth in a Purchase and Sale Agreement to be negotiated between Green On Pine, LLC and the Agency, for a sum not to exceed One Hundred Thousand Dollars (\$100,000.00); and

**WHEREAS**, the Parties desire to set forth their agreement in a comprehensive document setting forth their mutual understanding; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set

17-06-23

forth at length; authorization be and is hereby given to the Agency to negotiate and enter into a Purchase and Sale Agreement with the Green On Pine, LLC for the transfer of the Property.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.

Record of Commissioners Vote				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			





**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
EXTENDING THE DESIGNATION OF MYNENI  
PROPERTIES, LLC AS REDEVELOPER OF PROPERTY  
LOCATED IN THE WATER STREET REDEVELOPMENT  
AREA**

**WHEREAS**, at its meeting of August 15, 2015 the Board of Commissioners designated Myneni Properties, Inc. (Mr. Mohan Myneni) as Redeveloper of property in the Water Street Redevelopment Area which designation has been subsequently extended; and

**WHEREAS**, said designation was for Block 20403, Lot 2 a/k/a 11 Bennett Street; and

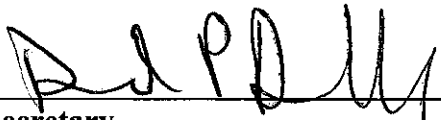
**WHEREAS**, the project will be developed in conjunction with Block 20403, Lot 1 and will contain a mixed use development of approximately 120 residential units and ground floor commercial; and

**WHEREAS**, Agency Counsel and Counsel for Myneni Properties have been working diligently on the terms to be incorporated into the Redevelopment Agreement; and

**WHEREAS**, Agency Counsel and staff deem it appropriate to extend the designation for a period of 120 days to expire on October 31, 2017 with an additional 30 day extension at the sole discretion of the Agency's Executive Director.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the designation of Myneni Properties, LLC for property located at Block 20403, Lot 2 be and is hereby extended for 120 days to expire on October, 2017; and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 30 day period.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of June 20, 2017.**

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Daniel Rivera				✓
Darwin R. Ona	✓			

SEE SHEET 191

[illegible]

SEE SHEET 160

NEW JERSEY STATE HIGHWAY ROUTE No. 440

SEE SHEET 207

## TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1"= 30'  
AUGUST, 2008  
RICHARD A. MORALLE, P.E.,  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWN  
NEW JERSEY, 07748

THIS MAP HAS BEEN OBTAINED USING COMPUTER AIDED  
DRAWING TECHNIQUES