

**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 :litigation and personnel matters; 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

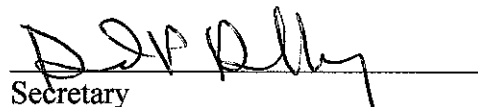
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 18, 2017.

| <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 JUNE 20, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated June 20, 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 July 18, 2017.

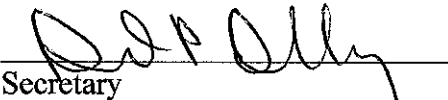
| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald 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 EXECUTIVE SESSION OF  
THE REGULAR MEETING OF JUNE 20, 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 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 July 18, 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 AFFIRMING AND EXTENDING THE DESIGNATION OF JOHNSTON VIEW OWNER LLC AS REDEVELOPER FOR PROPERTY LOCATED AT BLOCK 15801 LOTS 66, 73, 74, 75, 76, 77, 79 AND 80 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, Johnston View Owner LLC (hereinafter referred to as “Developer”) made a formal presentation to the Jersey City Redevelopment Agency for the development of property located within the Grand Jersey Redevelopment Area; and

**WHEREAS**, by Resolution of the Board of Commissioners dated July 19, 2016, the Developer was designated as Redeveloper for the site; and

**WHEREAS**, Agency counsel and counsel for the developer are negotiating the Redevelopment Agreement; and

**WHEREAS**, Agency staff are recommending that the designation be affirmed and extended for one hundred and twenty (120) days to expire on November 15, 2017 with the option to extend the designation for an additional 30 days 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 recitations are incorporated herein as if set forth at length; and
- 2) the designation of Johnston View Owner LLC is hereby extended through November 15, 2017; and
- 3) the Executive Director is hereby authorized to extend the designation for an additional 30 day period; and

- 4) Redeveloper is responsible for and assumes all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.

**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 July 18, 2017.**

| 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 ARGENT VENTURES, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, by Resolution of the Board of Commissioners dated March 21 2017, Argent Ventures, LLC was designated Redeveloper for the construction of two buildings, one with approximately 300 units and one with approximately 75 units, both with parking on the first floor of the buildings, constructed in two phases; and

**WHEREAS**, Agency counsel and counsel for the Redeveloper are negotiating the Redevelopment Agreement ; and

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

**WHEREAS**, said designation is about to expire and staff deems it appropriate to extend the designation for 120 days 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 Argent Ventures, LLC for property located at 41 and 52 Aetna Street (Block 15801, Lot 78 and Lot 3, respectively) in the Grand Jersey Redevelopment Area be and is hereby extended for 120 days to expire on November 15, 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, 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 July 18, 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                       |            |            |                | ✓             |

851

**HI Act**

DETAIL "F"

**T & H ASSOCIATES**  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP

**ASSIGNED SERIAL NUMBER 959**

THIS MAP WAS BEEN OBTAIN (SOM); COMPARABLE AREA  
RAPPING/DESIGN (CART) AND INFORMATION CLARIFIED

CONFIDENTIAL

SEE SHEET 216

SEE SHEET 215



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE  
FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT  
BETWEEN THE AGENCY AND CAPC NJ ASSET STABILIZATION  
FUND #1, LLC IN ACCORDANCE WITH THE JACKSON AVENUE  
REDEVELOPMENT PLAN**

**WHEREAS**, the Agency has undertaken a program for the redevelopment of a portion of the Jackson Avenue Redevelopment Area on City Block 18604, Lot 9, more commonly known as 24 Monticello Avenue (the "Project Premises"); and

**WHEREAS**, the Redeveloper applied to the Agency to be designated as the entity to redevelop the Project Premises in accordance with the Redevelopment Plan; and

**WHEREAS**, the Redeveloper proposes to construct an affordable housing project on the Project Premises, in accordance with the Redevelopment Plan; and

**WHEREAS**, by Resolution No. 15-05-13 of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") adopted May 19, 2015, **CAPC NJ Asset Stabilization Fund #1, LLC** was designated as Redeveloper (the "Redeveloper"); and

**WHEREAS**, the Agency acknowledged the Redeveloper's intent to seek funding for the Project from the New Jersey Department of Community Affairs (the "DCA") pursuant to the DCA's Neighborhood Enhancement Program (the "NEP"); and

**WHEREAS**, in June 2015, the Parties executed a memorandum of agreement ("MOA") in furtherance of the Redeveloper's application for DCA funding; and

**WHEREAS**, the Agency and the Redeveloper entered into a Redevelopment Agreement for the Project Premises on May 17, 2016, recorded in **Book 9128, Page 1023** on July 5, 2016; and

**WHEREAS**, the Agency and the Redeveloper have finalized the terms of the affordable housing obligation; and

**WHEREAS**, the Redeveloper agrees to restrict all six (6) residential units contained in the Project Premises for rent to households who qualify as low or moderate income, which is defined by HUD as those households earning 50%-80% of Area Median Income (AMI), established per HUD guidelines; and

**WHEREAS**, the Redeveloper agrees to restrict monthly rent to levels established by the NJHMFA; and

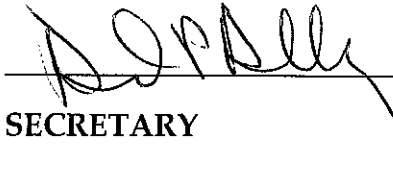
**WHEREAS**, the affordability restrictions enumerated herein ("Affordability Controls") shall be for a term of not less than fifteen (15) years, to commence upon the date of issuance of the certificate of occupancy; and

**WHEREAS**, the parties have agreed to amend the Redevelopment Agreement to reflect the above changes.

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

1. The recitals above are incorporated herein as if set forth at length.
2. The First Amendment to the Redevelopment Agreement between the **Jersey City Redevelopment Agency** and **CAPC NJ Asset Stabilization Fund #1, LLC** is hereby approved and authorized.
3. Except as specifically set forth in the First Amendment, all terms, conditions, provisions, and definitions of the Agreement shall remain in full force and effect and shall be binding upon the Agency and the Redeveloper.
4. In the event that the terms of the First Amendment conflicts with the terms of the Agreement, the terms of the First Amendment shall govern.

**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 July 18<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                       | ✓          |            |                |               |
| Erma Greene                         | ✓          |            |                |               |
| Rolando R. Lavarro, Jr.             | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Daniel Rivera                       |            |            |                | ✓             |

17-07- 7

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR  
MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 17503, LOT  
1 AND KNOWN AS 125 MONITOR STREET WITHIN THE MORRIS  
CANAL 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 125 Monitor Street in Block 17503, Lot 1 within the Morris Canal Redevelopment Area and which area has been declared an "area in need of redevelopment"; and

**WHEREAS**, the property in question is owned by JAR Holdings Urban Renewal LLC, 125 Monitor Realty, LLC and Botanical Realty Associates, LLC as Tenants in Common ; and

**WHEREAS**, the referenced property was appraised by Value Research Group, LLC to have a fair market value of \$4,560,000.00.

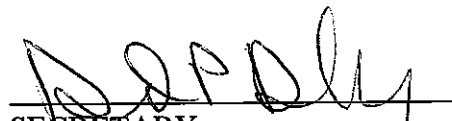
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$4,560,000.00 by the Appraiser as having been performed in a competent manner and in accordance with applicable State Laws.

**BE IT FURTHER RESOLVED**, that the Agency is authorized to purchase said property located at 125 Monitor Street in Block 17503, Lot 1 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

17-07- 7

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 July 18, 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 AFFIRMING AND EXTENDING THE DESIGNATION OF 37- 39 CORNEL LLC AS REDEVELOPER FOR PROPERTY LOCATED AT 37-39 CORNELISON AVE. BLOCK 17102 LOTS 15 AND 16 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, 37-39 Cornel LLC (Taraprasad Gurnani & William Melms) (hereinafter referred to as "Developer") made a formal presentation to the Jersey City Redevelopment Agency for the development of property located within the Morris Canal Redevelopment Area; and

**WHEREAS**, by Resolution of the Board of Commissioners dated January 17, 2017, the Developer was designated as Redeveloper for the site; and

**WHEREAS**, Agency counsel and counsel for the developer are negotiating the Redevelopment Agreement; and

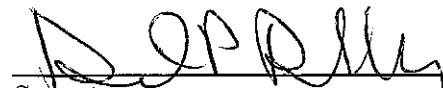
**WHEREAS**, Agency staff are recommending that the designation be affirmed and extended for ninety (90) days to expire on October 16, 2017 with the option to extend the designation for an additional 30 days at the sole discretion of the Agency's Executive Director.

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

- 1) the above recitations are incorporated herein as if set forth at length; and
- 2) the designation of 37-39 Cornel LLC is hereby extended through October 16, 2017; and
- 3) the Executive Director is hereby authorized to extend the designation for an additional 30 day period; and

- 4) Redeveloper is responsible for and assumes all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.

**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 July 18, 2017.**

| 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 THE EXECUTION OF AN ADDENDUM TO THE COST SHARING AGREEMENT BETWEEN THE AGENCY, PPG AND THE NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE ENVIRONMENTAL REMEDIATION OF PROPERTY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, the Jersey City Redevelopment Agency as a local autonomous Agency undertakes various redevelopment projects within the City of Jersey City; and

**WHEREAS**, the Morris Canal Redevelopment Plan contemplates the development of Berry Lane Park; and

**WHEREAS**, the Agency executed a Cooperation Agreement with the City of Jersey City dated March 22, 2007, as amended, whereby the Agency agreed to conduct various activities, including environmental investigations, for the development of the Berry Lane Park project; and

**WHEREAS**, PPG, a Pennsylvania Corporation (PPG), whose address is One PPG Place, Pittsburgh, Pennsylvania 15272, entered into an Administrative Consent Order (ACO) with the New Jersey Department of Environmental Protection (DEP), which requires PPG to perform certain environmental testing, soil borings, groundwater testing and monitoring and remedial work related to hexavalent chromium; and

**WHEREAS**, by resolution of the Board dated May 15, 2012, the Agency authorized and executed an Agreement between the Agency, PPG and DEP which enabled the Agency to perform chromium remediation on behalf of PPG, under DEP oversight, and be reimbursed by PPG for the cost of the remediation within the Berry Lane Park; and

**WHEREAS**, the Agency desires to amend the Agreement which enables the Agency to perform the groundwater investigations of chromium within the Berry Lane Park on behalf of PPG and be reimbursed by PPG for associated costs; and

**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 agreement will be substantially in the form attached to this agreement.
- 3) 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 July 18, 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 PROFESSIONAL SERVICES CONTRACT NUMBER 17-07-BD4 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA.**

**WHEREAS**, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

**WHEREAS**, the Agency has a need to acquire professional services pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. for the Berry Lane Park in the Morris Canal Redevelopment Area and,

**WHEREAS**, the Executive Director has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended as approved by this governing body; and

**WHEREAS**, Dresdner Robin Environmental Management, Inc. has submitted a proposal for environmental services dated January 5, 2017 in the amount not to exceed \$95,794.00 (attached); and is uniquely qualified to provide these services based on their knowledge of the Berry Lane Park project; and

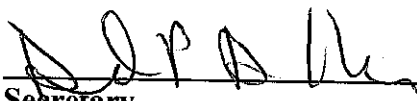
**WHEREAS**, Dresdner Robin Environmental Management, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Dresdner Robin Environmental Management, Inc. has not made any reportable contributions to a political candidate committee of the elected Commissioners of the Jersey City Redevelopment Agency in the previous one-year and the contract will prohibit the firm of Dresdner Robin Environmental Management, Inc. from making any reportable contributions through the term of the contract; and

**WHEREAS**, the cost of the work will be paid for by a Hazardous Discharge Site Remediation Fund grant awarded to the Agency, with matching funds provided by the City (Capital); and

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) These services are professional services, exempt from public bidding, awarded through a non-fair and open process.

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

1. Contract no. 17-07-BD4 with Dresdner Robin Environmental Management, Inc. as described herein is hereby authorized,
2. such contract may be contingent upon receipt of funds or other evidence of the availability of funds and that limited notices to proceed with the Work may be issued by Agency staff,
3. the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution,
4. the Chairman, Vice Chairman and/or Secretary 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,
5. 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 July 18, 2017.**

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

January 5, 2017

Mr. Ben Delisle  
Director of Development  
Jersey City Redevelopment Agency  
66 York Street, 2<sup>nd</sup> Floor **BD4**  
Jersey City, NJ 07302

**RE: Proposal for Environmental Services  
Berry Lane Park Remedial Action Tasks  
Jersey City, New Jersey 07302  
Proposal # 00080-806**

Dear Mr. Ben Delisle

Dresdner Robin is pleased to provide you with this proposal for environmental services in connection to the above referenced project. The scope of work has been developed in consultation with the Licensed Site Remediation Professional (LSRP) for this project and is based on a review of the findings of the previous investigations. Pursuant to your requests this proposal includes all anticipated efforts that would be characterized as "remedial investigations"; a separate proposal will be submitted for anticipated efforts that would be characterized as "remedial actions".

## **SCOPE OF WORK**

### **Woodward Metals**

#### **Task 1 - Product Gauging and Recovery**

Monitoring wells, MW-12-2 and MW-SS-1, will be gauged for the presence of free product. If present, product recovery will be conducted via bailer, sorbent sock and/or peristaltic pump. LNAPL product will be stored in 55-gallon drums and will remain onsite temporarily pending disposal.

#### **Task 2 - Final LNAPL Report**

This task includes the preparation of final LNAPL Interim Report. The report will document the investigative and remedial work conducted to recover LNAPL product.

#### **Task 3 - Remedial Action Permit - Groundwater**

This task allows for the preparation of a Remedial Action Permit (RAP) for ground water contamination. The RAP will describe the frequency and duration of

## **DRESDNER ROBIN**

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Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

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One Evertrust Plaza  
Suite 901  
**Jersey City, NJ 07302**  
201.217.9200  
Fax: 201.217.9607

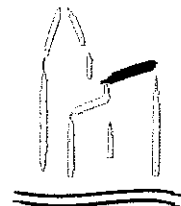
603 Mattison Ave  
Suite 4800  
**Asbury Park, NJ 07712**  
732.988.7020  
732.988.7032 FAX

4300 Haddonfield Rd  
Suite 115  
**Pennsauken, NJ 08109**  
856.488.6200  
856.488.4302 FAX

55 Lane Road  
Suite 220  
**Fairfield, NJ 07004**  
973.696.2600  
973.696.1362 FAX

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DresdnerRobin.com



monitoring and reporting that will be required while the Classification Exceptions Area (CEA) is in effect. Long term monitoring and reporting is not included in this proposal.

#### Task 4 - Remedial Action Report – Groundwater

This task allows for the preparation of a Remedial Action Report (RAR) for groundwater. The anticipated remedial action for groundwater will be a remedial action permit and the application of a CEA.

#### Task 5 - Response Action Outcome (RAO) – Groundwater

A Response Action Outcome (RAO) will be issued following the completion, submission and approval of the Remedial Action Permit by the NJDEP. It is assumed that an AOC specific RAO for groundwater will be prepared.

### **Finch Oil**

#### Task 6 – Remedial Action Permit – Groundwater

This task allows for the preparation of a Remedial Action Permit (RAP) for ground water contamination. The RAP will describe the frequency and duration of monitoring and reporting that will be required while the Classification Exceptions Area (CEA) is in effect. Long term monitoring and reporting is not included in this proposal.

#### Task 7 - Remedial Action Report – Groundwater

This task allows for the preparation of a Remedial Action Report (RAR) for groundwater. The anticipated remedial action for groundwater will be a remedial action permit and the application of a CEA.

#### Task 8 - Response Action Outcome (RAO) - Groundwater

A Response Action Outcome (RAO) will be issued following the completion, submission and approval of the Remedial Action Permit by the NJDEP. It is assumed that an AOC specific RAO for groundwater will be prepared.

### **Purple Fish**

#### Task 9 - Remedial Action Permit – Groundwater

This task allows for the preparation of a Remedial Action Permit (RAP) for ground water contamination. The RAP will describe the frequency and duration of monitoring and reporting that will be required while the Classification Exceptions Area (CEA) is in effect. Long term monitoring and reporting is not included in this proposal.

#### Task 10 - Remedial Action Report – Groundwater

This task allows for the preparation of a Remedial Action Report (RAR) for groundwater. The anticipated remedial action for groundwater will be a remedial action permit and the application of a CEA.

#### Task 11 - Response Action Outcome (RAO) - Groundwater

A Response Action Outcome (RAO) will be issued following the completion, submission and approval of the Remedial Action Permit by the NJDEP. It is assumed that an AOC specific RAO for ground water will be prepared.

### **Soil**

#### **Berry Lane Park**

#### Task 12 - Preparation of Deed Notice and Recordation

Upon completion of the installation of the engineering control, a Deed Notice will be prepared and recorded within Hudson County.

#### Task 13 - Remedial Action Permit

This task allows for the preparation of a Remedial Action Permit (RAP) for soil. It is assumed that a single RAP for soil will be prepared for the entirety of BLP. Upon the recordation of a Deed Notice, the RAP will be prepared and submitted to NJDEP. Long term monitoring and certification of the engineering and institutional controls is not included in this task

#### Task 14 – Remedial Action Report – Soil

This task allows for the preparation of a Remedial Action Report (RAR) for soil. The RAR will summarize the RI findings and will detail the remedial actions for soil. A Case Inventory Document (CID) and the required NJDEP form will be prepared and completed.

#### Task 15 - Response Action Outcome (RAO) - Soil

A Response Action Outcome (RAO) will be issued following the completion, submission and approval of the Remedial Action Permit by the NJDEP.

#### Task 16 – Contractor Coordination

Given Dresdner Robin's involvement in the ongoing site improvements, this task allows for coordination with the contractor.

## **Finch Oil Sliver**

### **Task 17 – Remedial Action Permit - Soil**

This task allows for the preparation of a Remedial Action Permit (RAP) for soil. It is assumed that a single RAP for soil will be prepared for the Site. Upon the recordation of a Deed Notice, the RAP will be prepared and submitted to NJDEP. Long term monitoring and certification of the engineering and institutional controls is not included in this task.

### **Task 18 – Remedial Action Report- Soil**

This task allows for the preparation of a Remedial Action Report (RAR) for soil and groundwater. The RAR will summarize the RI findings and will detail the remedial actions for soil. A Case Inventory Document (CID) and the required NJDEP form will be prepared and completed.

### **Task 19 – Preparation of Deed Notice and Recordation**

Upon completion of the installation of the engineering control, a Deed Notice will be prepared and recorded within Hudson County.

### **Task 20 – Response Action Outcome (RAO) - Soil**

A Response Action Outcome (RAO) will be issued following the completion, submission and approval of the Remedial Action Permit by the NJDEP.

## **Berry Lane Loop Road Linear Construction**

### **Task 21 – LSRP Retention**

Dresdner Robin will submit LSRP Retention documentation to the NJDEP via the NJDEP online portal following authorization to proceed. The actual construction schedule of BLP Loop Road will directly impact when the LSRP will be retained.

### **Task 22 – Initial Notification Form**

A Linear Construction Initial Notification form will be prepared and submitted to NJDEP. The actual construction schedule of BLP Loop Road will directly impact when the initial notification form will be submitted.

### **Task 23 – Materials Management Plan**

This task allows for the preparation of a Management Plan. By using an Alternatives Analysis approach, the Material Management Plan would determine, and cost, the most cost-effective method of treatment and removal of contaminated soil and/or ground water.



#### Task 24 – Final Notification Form

This task allows for the preparation and submittal of the Final Notification Form to the NJDEP.

#### Task 25 – Final Report

This task allows for the preparation of a Final Linear Construction Report upon completion of the project. This report will summarize the investigations and material management activities undertaken during the project.

#### **LSRP Oversight/PM and Coordination**

##### Task 26 - LSRP Oversight

This task allows for ongoing LSRP oversight during the performance of this project.

##### Task 27 - Project Management and Coordination

This task allows for ongoing project management and coordination and liaison with the JCRA during the performance of this scope of work.

#### **LICENSED SITE REMEDIATION PROFESSIONAL PROGRAM**

This proposal assumes that the scope of work presented below will be conducted under the oversight of a LSRP following the relevant requirements of N.J.S.A. 58:10C – the Site Remediation and Reform Act (SRRA) and N.J.A.C. 7:26E – the Technical Requirements for Site Remediation. LSRP services will be conducted in accordance with Dresdner Robin's "Addendum to Standard Terms and Conditions for Licensed Site Remediation Professionals" (attached).

#### **IMPORTANT CONSIDERATIONS AND NJDEP REPORTING OBLIGATIONS**

Please be aware that if a discharge (as defined by SRRA) or an Immediate Environmental Concern (IEC) is identified at any time the "person responsible for performing the remediation" and the LSRP, both are obliged to notify the NJDEP in accordance with the Site Remediation Reform Act, N.J.S.A. 58-10C.

(This is a mandatory reporting requirement. In the case of an IEC, it also requires an immediate action). Thus, the existing property owner should be made aware that these reporting obligations could trigger significant costs associated with investigations and remediation of the discharge or IEC under SRRA's "affirmative obligation to remediate").

#### **COST**

Dresdner Robins estimated cost to conduct the scope of work detailed in this proposal is **\$95,794.00**; a breakdown of the costs per task is attached. All work will be invoiced monthly on

a time and materials basis in accordance with Dresdner Robin's "*Standard Terms and Conditions*" and "*2016 Fee Schedule*" (attached). Please be aware that this proposal does not include NJDEP annual remediation fees or long term monitoring and reporting costs.

To initiate this project, Dresdner Robin requires acceptance of this letter and confirmation of our engagement by your signature in the places provided below. Please sign and return the original contract to Dresdner Robin, attention: Doug Neumann.

Should there be any reason to expand the scope of work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work will be billed monthly at a time and materials basis in accordance with our *2016 Fee Schedule*.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions regarding the information presented in this proposal, please do not hesitate to call either myself at 201.217.9200 ext. 224.

Sincerely,  
Dresdner Robin

*Doug Neumann*

\_\_\_\_\_  
Doug Neumann  
Director of Environmental Services

ACCEPTED BY:

\_\_\_\_\_  
*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

|   | Diameter | LSRP | Average | GPR | Professional VI | Professional VII | Professional IV | Professional III | Professional II | Professional I | Technician I | Technician II | Unit Cost  | Unit Price | Estimated Cost         | Total      |
|---|----------|------|---------|-----|-----------------|------------------|-----------------|------------------|-----------------|----------------|--------------|---------------|------------|------------|------------------------|------------|
| <b>GROUNDWATER</b>                                      |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| <b>WOODWARD METALS</b>                                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 1 - Product Gauging and Recovery                   |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,279.00 |
| Labor   |          |      |         |     |                 |                  | 10              |                  |                 |                |              |               | \$1,320.00 | each       | 2                      | \$2,640.00 |
| Equipment   |          |      |         |     |                 |                  |                 |                  |                 |                |              |               | \$250.00   | each       | 2                      | \$500.00   |
| Field of Drums  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               | \$140.00   | each       | 1                      | \$140.00   |
| Stop-Off Fee  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               | \$350.00   | each       | 1                      | \$350.00   |
| Laboratory (waste classification)                       |          |      |         |     |                 |                  |                 |                  |                 |                |              |               | \$500.00   | each       | 1                      | \$500.00   |
| Task 2 - Final LNAPL Report (MW-12-2 and MW-SS-1)       |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,305.00 |
| Labor   |          |      | 1       | 2   |                 |                  | 4               |                  |                 | 10             |              |               | \$2,305.00 | daily      | 1                      | \$2,305.00 |
| Task 3 - Remedial Action Permit Groundwater             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,260.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              | 4            |               | \$2,260.00 | daily      | 1                      | \$2,260.00 |
| Task 4 - Remedial Action Report Groundwater             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,386.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 6               | 8                |                 | 8              | 8            |               | \$4,386.00 | daily      | 1                      | \$4,386.00 |
| Task 5 - Response Action Outcome (RAO)                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$1,840.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              |              |               | \$1,840.00 | daily      | 1                      | \$1,840.00 |
| <b>FINCH OIL</b>  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 6 - Remedial Action Permit Groundwater             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,260.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              | 4            |               | \$2,260.00 | daily      | 1                      | \$2,260.00 |
| Task 7 - Remedial Action Report Groundwater             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,386.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 6               | 8                |                 | 8              | 8            |               | \$4,386.00 | daily      | 1                      | \$4,386.00 |
| Task 8 - Response Action Outcome (RAO)                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$1,840.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              |              |               | \$1,840.00 | daily      | 1                      | \$1,840.00 |
| <b>PURPLE FISH</b>                                      |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 9 - Remedial Action Permit Groundwater             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,260.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              | 4            |               | \$2,260.00 | daily      | 1                      | \$2,260.00 |
| Task 10 - Remedial Action Report Groundwater            |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$6,599.00 |
| Labor   |          |      | 1       | 4   |                 |                  | 8               | 12               |                 | 14             | 14           |               | \$6,599.00 | daily      | 1                      | \$6,599.00 |
| Task 11 - Response Action Outcome (RAO) Groundwater     |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$1,840.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              |              |               | \$1,840.00 | daily      | 1                      | \$1,840.00 |
| <b>SOIL</b>   |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| <b>BERRY LANE PARK</b>                                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 12 - Preparation of Deed Notice and Reconciliation |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,975.00 |
| Labor   |          |      | 1       | 4   |                 |                  | 16              |                  |                 | 6              | 10           |               | \$4,975.00 | daily      | 1                      | \$4,975.00 |
| Task 13 - Remedial Action Permit                        |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,260.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              | 4            |               | \$2,260.00 | daily      | 1                      | \$2,260.00 |
| Task 14 - Preparation of Remedial Action Report - Soil  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,386.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 6               | 8                |                 | 8              | 8            |               | \$4,386.00 | daily      | 1                      | \$4,386.00 |
| Task 15 - Response Action Outcome (RAO) - Soil          |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$1,840.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              |              |               | \$1,840.00 | daily      | 1                      | \$1,840.00 |
| Task 16 - Contractor Coordination                       |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$8,360.00 |
| Labor   |          |      | 8       | 24  |                 |                  | 8               |                  |                 |                |              |               | \$8,360.00 | daily      | 1                      | \$8,360.00 |
| <b>Finch Oil Spill</b>                                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 17 - Remedial Action Permit - Soil                 |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,260.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              | 4            |               | \$2,260.00 | daily      | 1                      | \$2,260.00 |
| Task 18 - Remedial Action Report - Soil                 |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$6,599.00 |
| Labor   |          |      | 1       | 4   |                 |                  | 8               | 12               |                 | 14             | 14           |               | \$6,599.00 | daily      | 1                      | \$6,599.00 |
| Task 19 - Preparation of Deed Notice and Reconciliation |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$5,325.00 |
| Labor   |          |      | 1       | 2   |                 |                  | 12              |                  |                 | 14             | 16           |               | \$5,325.00 | daily      | 1                      | \$5,325.00 |
| Task 20 - Response Action Outcome (RAO) - Soil          |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$1,840.00 |
| Labor   |          |      | 1       | 3   |                 |                  | 4               |                  |                 | 4              |              |               | \$1,840.00 | daily      | 1                      | \$1,840.00 |
| <b>Berry Lane Loop Road Linear Construction</b>         |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 21 - LSRP Retention                                |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$337.50   |
| Labor   |          |      | 1       | 3   |                 |                  |                 |                  |                 |                |              |               | \$337.50   | daily      | 1                      | \$337.50   |
| Task 22 - Initial Notification Form                     |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$515.00   |
| Labor   |          |      | 1       |     |                 |                  | 2               |                  |                 |                |              |               | \$515.00   | daily      | 1                      | \$515.00   |
| Task 23 - Materials and Management Plan                 |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$2,765.00 |
| Labor   |          |      | 1       | 4   |                 |                  | 8               |                  |                 | 4              |              |               | \$2,765.00 | daily      | 1                      | \$2,765.00 |
| Task 24 - Final Notification Form                       |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$852.50   |
| Labor   |          |      | 0.5     | 2   |                 |                  | 2               |                  |                 |                |              |               | \$852.50   | daily      | 1                      | \$852.50   |
| Task 25 - Final Report                                  |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$4,264.00 |
| Labor   |          |      | 2       | 4   |                 |                  | 10              | 2                | 10              |                |              |               | \$4,264.00 | daily      | 1                      | \$4,264.00 |
| <b>LSRP Oversight/PM and Coordination</b>               |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        |            |
| Task 26 - LSRP Oversight                                |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$7,200.00 |
| Labor   |          |      | 3       |     |                 |                  |                 |                  |                 |                |              |               | \$7,200.00 | daily      | 1                      | \$7,200.00 |
| Task 27 - Project Management and Coordination           |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            |                        | \$7,760.00 |
| Labor   |          |      | 12      |     |                 |                  | 20              |                  |                 | 24             |              |               | \$7,760.00 | daily      | 1                      | \$7,760.00 |
| <b>Total Estimated Cost</b>                             |          |      |         |     |                 |                  |                 |                  |                 |                |              |               |            |            | <b>\$82,893,595.75</b> |            |

# Dresdner Robin

## 2016 Fee Schedule

| <u>PROFESSIONAL SERVICES</u>                    | <u>HOURLY RATE</u> |
|---|--------------------|
| Principal                                       | \$265.00           |
| Director  | \$225.00           |
| Associate Director                              | \$200.00           |
| Professional VII *                              | \$180.00           |
| Professional VI *                               | \$160.00           |
| Professional V *                                | \$145.00           |
| Professional IV *                               | \$132.00           |
| Professional III *                              | \$120.00           |
| Professional II *                               | \$105.00           |
| Professional I *                                | \$ 90.00           |
| Technician IV **                                | \$115.00           |
| Technician III **                               | \$105.00           |
| Technician II **                                | \$ 94.00           |
| Technician I **                                 | \$ 88.00           |
| Technician**                                    | \$ 70.00           |
| Administrative Support                          | \$ 75.00           |
| Geophysical Technician                          | \$165.00           |
| Survey Crew 2 - person                          | \$195.00           |
| Survey Crew 3 – person                          | \$250.00           |
| Licensed Site Remediation Professional (LSRP)   | \$225.00           |
| Court Testimony (4 Hour Minimum) Per Hour:      | \$350.00           |
| Public Hearing – Meeting/ Testimony Per Meeting | \$875.00           |

\*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

\*\* Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/2016

Client's Initials: \_\_\_\_\_

## STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
  - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
  - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
  - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
  - d. All payments are to be delivered to Accounts Payable, Dresdner Robin. One Evertrust Plaza Suite 901, Jersey City, NJ 07302.

It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
  - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
  - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
  - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
  - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
  - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **USE AND REUSE OF DOCUMENTS.** The "Documents" are all reports, laboratory test data, plans, and other similar documents which have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. The Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any use or reuse of the Documents beyond the purpose for which they were prepared, any modifications of Documents, and any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
  - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
11. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Tony Ianuale COO/CFO, Dresdner Robin Environmental Management Inc., One Evertrust Plaza, Suite 901, Jersey City, NJ 07302; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
12. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
13. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

**ADDENDUM TO STANDARD TERMS AND CONDITIONS  
FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES**

1. **APPLICABILITY OF THIS ADDENDUM.** The terms and conditions of this Addendum to Standard Terms and Conditions ("Addendum") will apply, in addition to the terms and conditions of Dresdner Robin Environmental Management's ("Dresdner Robin") Standard Terms and Conditions ("ST&Cs"), to the professional services of a Licensed Site Remediation Professional ("LSRP") provided by Dresdner Robin ("LSRP Services"). If, and to the extent that, the terms and conditions of this Addendum conflict or are inconsistent with the terms and conditions of the ST&Cs, the terms and conditions of this Addendum shall apply and control with respect to Dresdner Robin's performance of the LSRP Services.

2. **LSRP SERVICES.** The LSRP Services to be provided by Dresdner Robin shall consist of the performance of professional services by an LSRP in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and Dresdner Robin's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein as Appendix A, and any written change order accepted and agreed to by Dresdner Robin and Client. The LSRP performing professional services will be a Dresdner Robin employee who holds a current LSRP license. The LSRP will perform the professional services and tasks that are required to be conducted to complete the work in accordance with the SRRA, and subject to the standards for professional conduct therein, and other applicable remediation requirements. Dresdner Robin may terminate this agreement to provide LSRP Services if it reasonably believes that termination or withdrawal is required by the standards of professional conduct applicable to an LSRP.

3. **CLIENT ACKNOWLEDGMENTS AND DUTIES.** Client acknowledges and agrees as follows:

- a. During the term of this Agreement, Client agrees to perform or cause to be performed the obligations of the person responsible for conducting the remediation. Failure to perform these obligations, including adhering to mandatory timeframes, may give rise to penalties, damages or other adverse consequences or cost to Client. Client agrees to provide Dresdner Robin with all information and documents in its control that are relevant to the remediation. Dresdner Robin shall not be responsible for any claim, condition or consequence arising from Client's failure to perform any obligation required by this agreement or applicable law, or to fund the remediation, or arising from any relevant facts that are not disclosed at the time the services are performed.
- b. The SRRA requires the LSRP to comply with professional obligations to exercise independent professional judgment, make a good faith and reasonable effort to obtain information that is relevant and material to the remediation, disclose this information to the NJDEP and otherwise to comply with the SRRA. Dresdner Robin's LSRP is authorized by Client to perform the LSRP Services in accordance with the professional obligations of the SRRA and any other applicable law, and Client agrees to cooperate with the LSRP in the performance of these services.
- c. A Response Action Outcome (RAO) issued in the performance of the LSRP Services is a determination based upon the professional judgment and opinion of the LSRP and the facts available at the time that the remediation has been performed in accordance with applicable remediation requirements. An RAO does not constitute a warranty or guarantee of any kind, expressed or implied, by Dresdner Robin or the LSRP. The scope of an RAO, and the scope of the covenant not to sue that accompanies the RAO by operation of law, is limited by the scope of the remediation addressed in the RAO and does not include natural resource damages or restoration. An RAO is not a legal interpretation of environmental laws and regulations.



4. **ADDITIONAL REQUIREMENTS.** Dresdner Robin shall not be responsible for any additional requirements imposed by NJDEP or any other third party during its performance of any informal or formal screening(s), inspection(s), review(s) or audit(s) of the LSRP Services, or any consequences or costs thereof, except with respect to claims arising solely from the negligent acts or omissions of Dresdner Robin as expressly provided in the ST&Cs.

5. **DOCUMENTS.** Dresdner Robin will maintain and preserve data, documents and information prepared or obtained in connection with the LSRP Services in accordance with the SRRA and applicable regulations. Any RAO, opinion, certification, report, form or other document provided by Dresdner Robin to Client as part of the services are provided for the sole and exclusive use of the Client for specific application to the remediation. Dresdner Robin acknowledges and agrees that these documents may be conveyed to the NJDEP in connection with the remediation, and three electronic copies of the records will be submitted to NJDEP by Dresdner Robin at the time that an RAO is issued in accordance with the SRRA and applicable regulations.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES CONTRACT NUMBER 17-07-BD3 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA.**

**WHEREAS**, in furtherance of the goals and objectives of the local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

**WHEREAS**, the Agency has a need to acquire professional services pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq. for the Berry Lane Park in the Morris Canal Redevelopment Area and,

**WHEREAS**, the Executive Director has determined and certified in writing that the value of the acquisition will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is one (1) year and may be extended as approved by this governing body; and

**WHEREAS**, Dresdner Robin Environmental Management, Inc. has submitted a proposal for environmental services dated July 13, 2017 in the amount not to exceed \$95,000.00 (attached); and is uniquely qualified to provide these services based on their knowledge of the Berry Lane Park project; and

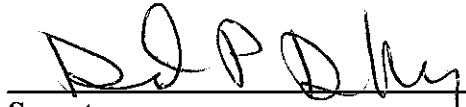
**WHEREAS**, Dresdner Robin Environmental Management, Inc. has completed and submitted a Business Entity Disclosure Certification which certifies that Dresdner Robin Environmental Management, Inc. has not made any reportable contributions to a political candidate committee of the elected Commissioners of the Jersey City Redevelopment Agency in the previous one-year and the contract will prohibit the firm of Dresdner Robin Environmental Management, Inc. from making any reportable contributions through the term of the contract; and

**WHEREAS**, funds for the work will be provided by PPG, pursuant to an Agreement whereby PPG will pay for the cost of the investigations, which was duly authorized by the Jersey City Redevelopment Agency Board of Commissioners at their meeting of July 18, 2017; and

**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) These services are professional services, exempt from public bidding, awarded through a non-fair and open process.

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

1. Contract no. 17-07-BD3 with Dresdner Robin Environmental Management, Inc. as described herein is hereby authorized,
2. such contract may be contingent upon receipt of funds or other evidence of the availability of funds and that limited notices to proceed with the Work may be issued by Agency staff,
3. the Business Disclosure Entity Certification and the determination of value be placed on file with this Resolution,
4. the Chairman, Vice Chairman and/or Secretary 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,
5. 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 July 18, 2017.**

| NAME                    | AYE | NAV | ABSTAIN | ABSENT |
|-------------------------|-----|-----|---------|--------|
| Donald R. Brown         | ✓   |     |         |        |
| Douglas Carlucci        | ✓   |     |         |        |
| Evelyn Farmer           | ✓   |     |         |        |
| Erma D. Greene          | ✓   |     |         |        |
| Rolando R. Lavarro, Jr. | ✓   |     |         |        |
| Daniel Rivera           | ✓   |     |         |        |
| Darwin R. Ona           |     |     |         | ✓      |

August 18, 2016  
(Revised July 13, 2017)

Mr. Ben Delisle  
Director of Development  
Jersey City Redevelopment Agency  
66 York Street, 3rd Floor  
Jersey City, NJ 07302 **BD3**

**RE: Proposal for Environmental Services  
Berry Lane Park – Chromium Related Ground Water Investigations  
Jersey City, New Jersey 07302  
Proposal # 00080-807B**

Dear Mr. Delisle

Dresdner Robin is pleased to provide you with this proposal for environmental services in connection to the above referenced project. The scope-of-work has been developed based upon: 1) the NJDEP's comments received by Dresdner Robin via email on February 29, 2016 on the DRAFT Remedial Investigation Report for Ground Water; 2) conversations with PPG Inc.'s environmental consultant, AECOM, about the depths, construction and location of monitoring wells they are proposing as part of their offsite ground water investigations, and 3) the NJDEP recommendations as presented within their October 13, 2016 email.

## **SCOPE OF WORK**

### Task 1 – Preparation of a Quality Assurance Project Plan (QAPP)

This task includes the costs to prepare a Quality Assurance Project Plan (QAPP) in accordance with the NJDEP's *Quality Assurance Project Plan Technical Guidance* Version 1, dated April 2014. The plan is required to be completed prior to installation of the monitoring wells and associated ground water sampling events discussed in the below tasks.

### Task 2 – Installation and Development of Three (3) Intermediate Monitoring Wells

Dresdner Robin proposes the installation of three (3) monitoring wells evenly spaced throughout the horizontal extent of the former Morris Canal. The locations have been selected to: 1) properly investigate the intermediate aquifer within the footprint of the former Morris Canal, and 2) not inhibit the surrounding use of the park.

## **DRESDNER ROBIN**

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Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

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1 Evertrust Plaza  
Suite 901  
Jersey City, NJ 07302  
201.217.9200  
Fax: 201.217.9607

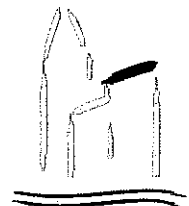
603 Mattison Ave  
Suite 316  
Asbury Park, NJ 07712  
732.988.7020  
732.988.7032 FAX

535 Route 38 East  
Suite 208  
Cherry Hill, NJ 08002  
856.488.6200  
856.488.4302 FAX

55 Lane Road  
Suite 220  
Fairfield, NJ 07004  
973.696.2600  
973.696.1362 FAX

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DresdnerRobin.com



Prior to installation of the monitoring wells appropriate measures will be implemented (via posting of signage, caution tape and/or temporary fencing) to inhibit the general public from entering the work exclusion zone. Additionally, a pre-installation evaluation will be conducted by Dresdner Robin in order to document the park conditions prior to the installation of the monitoring wells.

The wells will be installed using hollow stem drilling by a New Jersey Licensed Well Driller to an approximate depth of 35 feet below ground surface (bgs) with the final depth determined based upon field evaluation of the lithology. Continuous split spoon samples will be collected from the bottom of the nearest shallow monitoring well (generally around 25 feet bgs) through completion of the monitoring well. The construction of the monitoring wells will be 2-inch Schedule 40 PVC double cased monitoring wells with a screened interval of ten feet using 0.01-inch slot size Schedule 40 well screen. The casing will consist of 8-inch steel casing and be installed to a maximum depth of 25 feet bgs; final depth will be determined during monitoring well installation by the field technician. Following installation, the monitoring wells will be developed by the driller utilizing the pump and surge method. The monitoring wells will be developed to the extent necessary to achieve a turbid free discharge or as close to a turbid free discharge as possible.

The soil cuttings and development water will be placed in drums supplied by the drilling contractor and temporarily stored at the Site at a location determined by the JCRA until they are disposed at an offsite disposal facility. These costs are directly addressed in Task 6.

This task also includes costs to perform perimeter dust monitoring to ensure that nuisance dust associated with the intrusive drilling activities are within acceptable levels. Monitoring will be performed at one location downwind of the work area. If elevated levels of dust are recorded dust prevention measures will be implemented. Upon completion of the well installation the area where the work was performed will be evaluated in order to ensure that no damage had occurred and if so it would be repaired prior to mobilization from the park.

#### Task 3 – Perform a Well Survey and Complete Forms for New Ground Water Monitoring Wells

A Dresdner Robin NJ Licensed Surveyor will survey the locations and elevations of the three (3) newly installed monitoring wells. Form B's will be prepared for inclusion with the appendices of the next key document to be submitted to the NJDEP.

#### Task 4 – Performance of Up to Two (2) Ground Water Sampling Events

Ground water samples will be collected from each of the three (3) newly installed monitoring wells. Samples will be collected via low flow sampling procedures. Prior to purging, the presence/absence of product will be recorded and the depth-to-water in the well will be measured using an electronic oil-water interface meter.

Ground water will be purged from the wells using a submersible bladder pump with dedicated Teflon-lined water line. A water level indicator will be used to monitor the amount of draw down in the water column; if necessary, the purging rate will be adjusted to minimize draw down. A Horiba U-22 meter equipped with a flow cell will be used to measure field parameters including temperature, specific conductivity, turbidity, pH, oxidation-reduction potential, and dissolved oxygen. Once the field parameters have stabilized for three (3) consecutive measurements, a ground water sample will be collected directly through the tubing into laboratory supplied sample containers. The samples will be provided to an environmental testing laboratory under chain-of-custody documentation for analysis of Chromate Chemical Production Waste (CCPW) metals, consisting of antimony, total chromium, nickel, thallium, vanadium and hexavalent chromium, pH and Eh. Purge water and drums associated with this task will be disposed of under Task 6.

During the initial ground water sampling event one (1) sample will be collected from every five feet of submerged well screen at each monitoring well and if needed the second sampling event will only include the collection and analysis of ground water samples from one depth interval which corresponds to the depth observed with the highest concentrations of CCPW metals in excess of the NJDEP Ground Water Quality Standards.

It should be noted that if the results of the first ground water sampling event are compliant of the NJDEP's Ground Water Quality Standard performance of the second event would not be warranted.

#### Task 5 – Data Validation

This task includes the cost to have two (2) rounds of ground water samples validated by an independent data validator.

#### Task 6 – Waste Management and Disposal of Investigation Derived Waste Associated with the Installation and Development of New Site Monitoring Wells and Ground Water Sampling Events

Costs are provided for management of waste materials generated during the proposed activities. The activities expected to generate the additional waste materials include:

- Installation and development of three (3) monitoring wells, and
- Ground Water Sampling Events.

It is assumed that solid waste materials will be disposed of as non-hazardous I.D. 27 dry industrial waste and contamination fluids as non-hazardous water. Documentation of the waste disposal including transportation manifests and disposal tickets will be provided by the subcontractor and submitted to NJDOT upon request.

#### Task 7 – Revisions to Remedial Investigation Report for Ground Water

This task allows for revising the previously prepared DRAFT Remedial Investigation Report for Ground Water for the Former Morris Canal and Chromate Site 121 and 207 to include the additional intermediate ground water investigations.

#### Task 8 – Preparation of AOC Specific Response Action Outcome for Ground Water

This task allows for the preparation of one (1) AOC Specific Response Action Outcome (RAO) for Ground Water for AOC-1: Former Morris Canal, AOC-2: Chromate Site 121 and AOC-3: Chromate Site 207. Please note that this task assumes that the results of the ground water sampling event(s) presented in Task 4.

#### Task 9 – Data Analysis, Compilation and Interpretation

Upon completion of the above tasks and receipt of the analytical data packages, DRESDNER ROBIN will compile, analyze and interpret the results of the ground water samples. A comparison will be conducted of the analytical results to the applicable NJDEP Ground Water Quality Standards (GWQS). The data compilation and analysis will consist of the preparation of the following:

- Ground Water Sampling Logs;
- Ground Water Contour Maps;
- Ground Water Isocontour Maps or Fly-Out Boxes;
- Electronic Data Deliverables;
- Site Map with Sample Locations; and
- Analytical Summary Tables.

#### Task 10 – Project Management and Coordination

This task allows for ongoing project management and coordination and liaison with the JCRA during the performance of this scope of work.

#### Task 11 – LSRP Oversight

This task allows for ongoing LSRP oversight during the performance of this project.

### **COST**

Dresdner Robins estimated cost to conduct the scope of work detailed in this proposal is **\$95,000**. All work will be invoiced monthly on a time and materials basis in accordance with Dresdner Robin's "*Standard Terms and Conditions*" and "*2017 Fee Schedule*" (attached). Please be aware that this proposal does not include NJDEP annual remediation fees or long term monitoring and reporting costs.

To initiate this project, Dresdner Robin requires acceptance of this letter and confirmation of our engagement by your signature in the places provided below. Please sign and return the original contract to Dresdner Robin, attention: Doug Neumann.

Please note this proposal is a Not to Exceed (NTE) without authorization. Should there be any reason to expand the scope of work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work will be billed monthly at a time and materials basis in accordance with our *2017 Fee Schedule*.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions regarding the information presented in this proposal, please do not hesitate to call either myself at 201.217.9200 ext. 224.

Sincerely,  
Dresdner Robin

*Doug Neumann*

---

Doug Neumann  
Director of Environmental Services

ACCEPTED BY:

---

*Signature*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
  - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
  - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
  - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
  - d. All payments are to be delivered to Accounts Payable, Dresdner Robin. One Evertrust Plaza Suite 901, Jersey City, NJ 07302.

It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
  - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
  - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
  - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
  - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
  - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

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- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
  - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
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12. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
13. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

## Dresdner Robin 2017 Fee Schedule

| <b><u>Professional Services</u></b>             | <b><u>Hourly Rate (\$)</u></b> |
|---|--------------------------------|
| Principal                                       | 275                            |
| Director  | 235                            |
| Associate Director                              | 210                            |
| Professional VII*                               | 190                            |
| Professional VI*                                | 170                            |
| Professional V*                                 | 154                            |
| Professional IV*                                | 140                            |
| Professional III*                               | 128                            |
| Professional II*                                | 112                            |
| Professional I*                                 | 98                             |
| Technician IV**                                 | 123                            |
| Technician III**                                | 112                            |
| Technician II**                                 | 100                            |
| Technician I**                                  | 95                             |
| Technician **                                   | 75                             |
| Administrative Support                          | 80                             |
| Geophysical Technician                          | 175                            |
| Survey Crew 2 - person                          | 205                            |
| Survey Crew 3 – person                          | 275                            |
| Licensed Site Remediation Professional (LSRP)   | 235                            |
| Court Testimony (4 Hour Minimum) Per Hour:      | 365                            |
| Public Hearing – Meeting/ Testimony Per Meeting | 925                            |

\* - Professional designations may apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

\*\* - Technician designation may apply to any discipline. Functional titles may also include Construction Resident, Construction Inspector, CAD Operator.

**Effective 1/01/2017**

**Client's Initials: \_\_\_\_\_**

**ADDENDUM TO STANDARD TERMS AND CONDITIONS  
FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES**

1. **APPLICABILITY OF THIS ADDENDUM.** The terms and conditions of this Addendum to Standard Terms and Conditions ("Addendum") will apply, in addition to the terms and conditions of Dresdner Robin Environmental Management's ("Dresdner Robin") Standard Terms and Conditions ("ST&Cs"), to the professional services of a Licensed Site Remediation Professional ("LSRP") provided by Dresdner Robin ("LSRP Services"). If, and to the extent that, the terms and conditions of this Addendum conflict or are inconsistent with the terms and conditions of the ST&Cs, the terms and conditions of this Addendum shall apply and control with respect to Dresdner Robin's performance of the LSRP Services.

2. **LSRP SERVICES.** The LSRP Services to be provided by Dresdner Robin shall consist of the performance of professional services by an LSRP in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and Dresdner Robin's Proposal dated \_\_\_\_\_, attached hereto and incorporated herein as Appendix A, and any written change order accepted and agreed to by Dresdner Robin and Client. The LSRP performing professional services will be a Dresdner Robin employee who holds a current LSRP license. The LSRP will perform the professional services and tasks that are required to be conducted to complete the work in accordance with the SRRA, and subject to the standards for professional conduct therein, and other applicable remediation requirements. Dresdner Robin may terminate this agreement to provide LSRP Services if it reasonably believes that termination or withdrawal is required by the standards of professional conduct applicable to an LSRP.

3. **CLIENT ACKNOWLEDGMENTS AND DUTIES.** Client acknowledges and agrees as follows:

- a. During the term of this Agreement, Client agrees to perform or cause to be performed the obligations of the person responsible for conducting the remediation. Failure to perform these obligations, including adhering to mandatory timeframes, may give rise to penalties, damages or other adverse consequences or cost to Client. Client agrees to provide Dresdner Robin with all information and documents in its control that are relevant to the remediation. Dresdner Robin shall not be responsible for any claim, condition or consequence arising from Client's failure to perform any obligation required by this agreement or applicable law, or to fund the remediation, or arising from any relevant facts that are not disclosed at the time the services are performed.
- b. The SRRA requires the LSRP to comply with professional obligations to exercise independent professional judgment, make a good faith and reasonable effort to obtain information that is relevant and material to the remediation, disclose this information to the NJDEP and otherwise to comply with the SRRA. Dresdner Robin's LSRP is authorized by Client to perform the LSRP Services in accordance with the professional obligations of the SRRA and any other applicable law, and Client agrees to cooperate with the LSRP in the performance of these services.
- c. A Response Action Outcome (RAO) issued in the performance of the LSRP Services is a determination based upon the professional judgment and opinion of the LSRP and the facts available at the time that the remediation has been performed in accordance with applicable remediation requirements. An RAO does not constitute a warranty or guarantee of any kind, expressed or implied, by Dresdner Robin or the LSRP. The scope of an RAO, and the scope of the covenant not to sue that accompanies the RAO by operation of law, is limited by the scope of the remediation addressed in the RAO and does not include natural resource damages or restoration. An RAO is not a legal interpretation of environmental laws and regulations.

4. **ADDITIONAL REQUIREMENTS.** Dresdner Robin shall not be responsible for any additional requirements imposed by NJDEP or any other third party during its performance of any informal or formal screening(s), inspection(s), review(s) or audit(s) of the LSRP Services, or any consequences or costs thereof, except with respect to claims arising solely from the negligent acts or omissions of Dresdner Robin as expressly provided in the ST&Cs.

5. **DOCUMENTS.** Dresdner Robin will maintain and preserve data, documents and information prepared or obtained in connection with the LSRP Services in accordance with the SRRA and applicable regulations. Any RAO, opinion, certification, report, form or other document provided by Dresdner Robin to Client as part of the services are provided for the sole and exclusive use of the Client for specific application to the remediation. Dresdner Robin acknowledges and agrees that these documents may be conveyed to the NJDEP in connection with the remediation, and three electronic copies of the records will be submitted to NJDEP by Dresdner Robin at the time that an RAO is issued in accordance with the SRRA and applicable regulations.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 424  
WHITON, L.L.C. AS THE REDEVELOPER OF PROPERTY LOCATED AT 424  
WHITON STREET (BLOCK 17505, LOTS 19 & 20) WITHIN THE MORRIS CANAL  
REDEVELOPMENT AREA**

**WHEREAS**, at its January 17<sup>th</sup>, 2017 Board of Commissioners Meeting, the Agency authorized the designation of 424 Whiton, L.L.C. (or an entity to be formed by them) as Redeveloper of property located at 424 Whiton Street (Block 17505, Lots 19 & 20) within the Morris Canal Redevelopment Area; and

**WHEREAS**, the site is owned by 424 Whiton, L.L.C.;

**WHEREAS**, at its May 16<sup>th</sup>, 2017 Board of Commissioners Meeting, the Agency extended the designation of 424 Whiton, L.L.C. as Redeveloper of property located at 424 Whiton Street (Block 17505, Lots 19 & 20) in the Morris Canal Redevelopment Area for thirty (30) days, with an additional thirty (30) days at the discretion of the Executive Director of the Jersey City Redevelopment Agency, to complete negotiations; and

**WHEREAS**, the parties have continued to negotiate the terms and conditions of the Redevelopment Agreement and are seeking an extension of ninety (90) days, with an additional extension of thirty (30) days at the discretion of the Executive Director of the Jersey City Redevelopment Agency, to complete negotiations; and

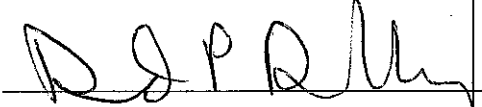
**WHEREAS**, the Redeveloper will comply with all requirements from a design and construction standpoint as indicated on the plan;

**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 424 Whiton, L.L.C. as Redeveloper for the development of property located at 424 Whiton Street (Block 17505, Lots 19 & 20) in the Morris Canal Redevelopment Area is hereby extended for a period of ninety (90) days from the date of this resolution, and the Agency's Executive Director may extend the designation for an additional thirty (30) days at his sole discretion.

**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 July 18<sup>th</sup>, 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 REAFFIRMING AND EXTENDING THE DESIGNATION OF RPM DEVELOPMENT, L.L.C. AS THE REDEVELOPER OF PROPERTY LOCATED AT 160 LAFAYETTE STREET, JERSEY CITY, NJ (BLOCK 17301, LOT 12)**

**WHEREAS**, the City of Jersey City (the "City") designated the Morris Canal 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 Morris Canal Redevelopment Plan in order to establish the zoning requirements within this redevelopment area; and

**WHEREAS**, the property located at 160 Lafayette Street and identified on the City's official tax map as Block 17301, Lot 12, commonly known as Whitlock Mills (the "Property"), is located within the Morris Canal Redevelopment Area and is governed by the Morris Canal 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**, RPM Development, L.L.C. is the contract purchaser of the Property and has filed an application with the Agency proposing to redevelop the Property by constructing (i) a residential apartment complex which will include approximately 336,549 square feet of rental units, with 230 of 330 units to be low and moderate income affordable units, and the remaining 100 units to be market-rate units; (ii) an amenities/recreational area of approximately 14,750 square feet and currently anticipated to include a fitness area and a community lounge; and (iii) a parking garage of approximately 70,572 square feet; and

**WHEREAS**, at its January 17<sup>th</sup>, 2017 Board of Commissioners Meeting, the Agency conditionally designated RPM Development, L.L.C. as Redeveloper of the Property for a one hundred twenty (120) day period, with option for the Agency's Executive Director to extend the designation for an additional thirty (30) days at his sole discretion; and

**WHEREAS**, the Agency wishes to reaffirm and extend the designation of RPM Development, L.L.C. as the redeveloper of the Property for a period of up to one hundred twenty (120) days, or November 21<sup>st</sup>, 2017 (whichever is later), so that the Agency may attempt to negotiate and enter into a redevelopment agreement with RPM Development, L.L.C., 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 reaffirms and extends the designation of RPM

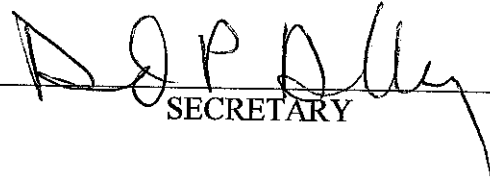
17-07-13

Development, L.L.C. as the redeveloper of the Property for a period of up to one hundred twenty (120) days, or November 21<sup>st</sup>, 2017 (whichever is later), to allow the Agency time to attempt to negotiate and enter into a redevelopment agreement with RPM Development, L.L.C. for the redevelopment of the Property; and

**BE IT FURTHER RESOLVED** that unless this designation is extended by the Agency through future Board resolution, it shall automatically expire one hundred twenty (120) days from the date of the adoption of this resolution, or on November 21<sup>st</sup>, 2017, whichever is later; provided, however, that if the Agency's Board of Commissioners adopts a resolution prior to the expiration of this redeveloper designation authorizing a redevelopment agreement between the Agency and RPM Development, L.L.C. 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 certified copies of this resolution shall be provided by the Board's secretary to RPM Development, L.L.C. and to Jennifer L. Credidio, Esq. of McManimon, Scotland & Baumann, L.L.C., redevelopment counsel to the Agency.

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 July 18<sup>th</sup>, 2017.

  
SECRETARY

| 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                |            |            |                | ✓             |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY ACKNOWLEDGING THE  
ASSIGNMENT AND ASSUMPTION OF CDBG MORTGAGE, NOTE  
AND SUBGRANTEE AGREEMENT FROM THE AGENCY TO  
GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT  
CORPORATION FOR A PROJECT IN THE OCEAN BAYVIEW  
REDEVELOPMENT**

**WHEREAS**, the City of Jersey, through a grant from HUD, provided Community Development Block Grant (CDBG) funding to the Jersey City Redevelopment Agency for acquisition and demolition of Block 25201, Lot(s) 71 and 1, more commonly known as 474 & 480 Ocean Avenue (the "Property"); and

**WHEREAS**, on January 18, 2012, a subgrantee agreement awarding CDBG funds for acquisition and demolition of the subject property was signed by the Jersey City Redevelopment Agency and the City of Jersey City; and

**WHEREAS**, the Agency intends to convey the Property to the designated redeveloper, **Garden State Episcopal Community Development Corporation**; and

**WHEREAS**, the City holds a mortgage and note on the Property dated June 30, 2017, encumbering the CDBG grant funds awarded under the subgrantee agreement; and

**WHEREAS**, Garden State Episcopal Community Development Corporation has agreed, as a condition of closing, to assume the mortgage and note made by Jersey City Redevelopment Agency to the City dated June 30, 2017 and the subgrantee agreement between the City of Jersey City and Jersey City Redevelopment Agency dated January 18, 2012; and

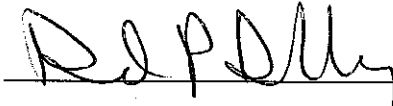
**WHEREAS**, on July 14, 2017, parties entered into a Consent to Assignment Agreement effectuating the assignment of the mortgage, note and subgrantee

agreement from the Agency to Garden State Episcopal Community Development Corporation.

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

1. The recitals above are incorporated herein as if set forth at length.
2. The Agency's Board of Commissioners hereby acknowledges the Agency's assignment of the mortgage, note and subgrantee agreement to Garden State Episcopal Community Development Corporation.

**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 July 18, 2017.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
ENTERING INTO PROFESSIONAL SERVICES AGREEMENT  
NO. 17-07-MPN10 WITH HELENA RUMAN ARCHITECTS FOR  
CONSULTING SERVICES IN THE POWERHOUSE ARTS  
DISTRICT REDEVELOPMENT AREA**

**WHEREAS**, on September 27, 2006 the Agency entered into a Memorandum of Agreement with the Cordish Company and Jersey City Powerhouse Arts District, LLC to redevelop the existing Hudson and Manhattan Powerhouse structure located at Washington and First Streets; and

**WHEREAS**, on February 19, 2008 the Board of Commissioners of the Agency authorized a professional services agreement with Beyer, Blinder and Bell (hereinafter "Architect") to perform design services related to the stabilization of the H & M Powerhouse building; and

**WHEREAS**, the Executive Director has deemed it necessary to retain the services of an Architect for the purpose of conducting a walk-thru of the building interiors and exteriors; review the condition of the building's elements and prepare a written report detailing their findings; and

**WHEREAS**, Helena Ruman Architects submitted a proposal for the above services in an amount not to exceed \$850.00; and

**WHEREAS**, Agency staff determined that the June 28, 2017 proposal from Helena Ruman Architects is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to Helena Ruman Architects; and

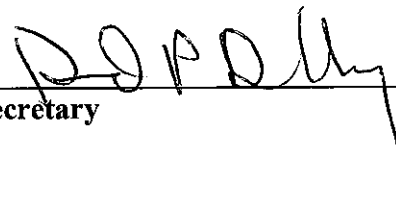
**WHEREAS**, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq. these services are professional services and therefore exempt from public bidding.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at

length; 2) the June 28, 2017 letter proposal of Helena Ruman Architects is attached hereto and incorporated herein; 3) a Contract in the amount of \$850.00 is hereby awarded to Helena Ruman Architects.

**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).

**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 July 18, 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                       |            |            |                |               |

# HELENA RUMAN ARCHITECTS

June 28, 2017

**VIA Email and U.S. Mail**

David P. Donnelly, Executive Director  
Jersey City Redevelopment Agency  
66 York Street, 2<sup>nd</sup> Floor  
Jersey City, NJ 07302

RE: Proposal for Professional Services  
Jersey City Powerhouse - Condition Assessment  
First and Washington Streets  
Jersey City, NJ

Dear Mr. Donnelly:

We are pleased to submit this Proposal to provide professional services in connection with visual assessment of the Powerhouse condition.

## **PROJECT DESCRIPTION**

The Jersey City Redevelopment Agency undertook projects in the past for stabilization of the Powerhouse structure. Temporary strapping was installed on the exterior of masonry tower 125 feet high located on the easterly side of the Powerhouse structure. The agency needs an updated report on the current condition of the Powerhouse. The Architect will conduct a visual survey of the building and prepare a written report.

## **SCOPE OF SERVICES**

The Architect shall provide architectural services for the Project limited to visual assessment of the building condition as outlined below. Services shall be performed in a manner consistent with professional skill and care.

The following is a breakdown of the scope of professional services to be provided:

- A. Architect shall conduct a walk-thru of the building interiors and exteriors and review condition of the building's elements. Photographs of the building will be taken. Only stable and secure spaces shall be accessed. The Agency will arrange with the Port Authority for access in the building.
- B. Architect shall review photographs, drawings and documents of the past building surveys and note any changes to the building condition.
- C. Architect shall prepare a written report and attend one (1) meeting with the JCRA representatives.

## **WORK NOT INCLUDED**

- A. Materials testing or intrusive inspections.

## COMPENSATION

The Agreement between the Architect and the Owner will provide for compensation to the Architect for professional services, based on the hourly rates for services described in Scope of Services, plus reimbursable expenses.

The reimbursable expenses are expenses of reproduction, postage and handling of drawings and other documents, other than for Architect's use, including traveling expenses outside Hudson County.

The Architect will render the described services for the following lump sum amount: \$850.00

Architect's compensation for additional services shall be based on the following hourly rates.

|                      |           |
|----------------------|-----------|
| Principal Architect: | \$175/hr. |
| Associate Architect: | \$135/hr. |

These hourly rates include Architect's overhead, profit and the cost of insurance policies purchased and maintained during terms of Agreement.

The Architect shall submit periodic statements for services rendered and for reimbursable expenses incurred. The amount of the Architect's fee billed will be based on the fees listed. Architect's invoices are payable in 30 days.

If the scope of the Project should change substantially, the Architect's compensation shall be subject to renegotiations.

In the event of termination of Agreement, though not the fault of the Architect, the Architect shall be compensated for the services provided to the termination date.

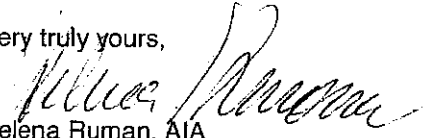
## GENERAL AND MISCELLANEOUS

The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, polychlorinated biphenyl (PCB), lead or other toxic substances.

It is agreed that the aggregate liability, professional or otherwise, of Helena Ruman Architects, its principal, employees and consultants, is limited to the amount of compensation paid to Helena Ruman Architects in connection with its Work under this contract.

Thank you for your consideration of our Proposal. This Proposal remains valid for ninety (90) days.

Very truly yours,

  
Helena Ruman, AIA  
HR/lw



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY  
CITY REDEVELOPMENT AGENCY INDICATING THAT THE JCRA IS  
IN COMPLIANCE WITH N.J.S.A. 40A:5A-17, THE ANNUAL REPORT  
OF AUDIT FOR 2015**

---

**WHEREAS**, N.J.S.A. 40A:5A-15 requires that each authority to have made an annual audit of its books, accounts and financial transactions; and

**WHEREAS**, the Annual Report of Audit for the year 2016 has been filed by a Registered Municipal Accountant with the Secretary of the Jersey City Redevelopment Agency as per the requirement of N.J.S.A. 40A:5A-15, and a copy has been received by each member of the governing body; and

**WHEREAS**, the Local Finance Board and the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per N.J.S.A. 40A:5A-1 et. seq. and;

**WHEREAS**, the Local Finance Board has promulgated a regulation requiring that the governing body of each authority shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed the annual audit and specifically the sections of the annual audit entitled:

**COMMENTS  
RECOMMENDATIONS**

and

**WHEREAS**, the members of the governing body have personally reviewed, at a minimum, the Annual Report of Audit, and specifically the sections of the annual audit entitled:

**COMMENTS  
RECOMMENDATIONS**


as evidenced by the group affidavit from the governing body; and

**WHEREAS**, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board; and

**WHEREAS**, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52 to wit:

R.S. 52:27BB-52 = "A local officer or member of a local governing body, who after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency hereby state that it has complied with the promulgations of the Local Finance Board of the State of New Jersey dated July 30, 1968, and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated July 18, 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                       |            |            |                |               |
| Erma D. Greene                      |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Daniel Rivera                       |            |            |                |               |
| Darwin R. Ona                       |            |            |                |               |

GROUP AFFIDAVIT FORM  
CERTIFICATION OF GOVERNING BODY


STATE OF NEW JERSEY                 }  
  }         SS:  
COUNTY OF HUDSON                 }


We, members of the governing body of the Jersey City Redevelopment Agency of full age, being duly sworn according to law, upon oath depose and say:

1. We are duly elected members of the Commission of the Jersey City Redevelopment Agency.
2. In the performance of our duties, and pursuant to the Local Finance Board Regulations, we have familiarized ourselves with the content of the Annual Audit filed with the Secretary pursuant to N.J.S.A. 40A:5A17 for the year 2015.
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS  
RECOMMENDATIONS


Douglas Carlucci (L.S.)

 (L.S.)  
Donald R. Brown

 (L.S.)  
Daniel Riverea

Erma Greene (L.S.)  
Erma Greene

Evelyn Farmer (L.S.)

 (L.S.)  
Roland R. Lavarro, Jr

ABSENT (L.S.)  
Darwin R. Ona

Sworn to and subscribed before me  
this 12 day of July, 2017

BARBARA A AMATO  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 04, 2021

BARBARA A AMATO  
NOTARY PUBLIC OF N.J.  
COMMISSION EXPIRES  
AUGUST 04, 2021

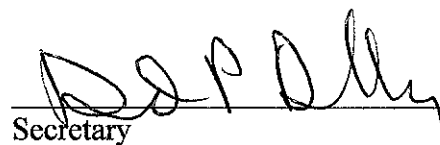
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE CORRECTIVE ACTION PLAN FOR THE  
2016 ANNUAL AUDIT**

**WHEREAS**, the Jersey City Redevelopment Agency accepted the December 31, 2016 audit on July 18, 2017; and

**WHEREAS**, the audit included three (3) findings and recommendations; and

**WHEREAS**, the Agency has prepared a Corrective Action Plan regarding the recommendations for approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the attached Corrective Action Plan for the Agency's 2016 Annual Audit be approved as submitted.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated July 18, 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                       |            |            |                | ✓             |

**JERSEY CITY REDEVELOPMENT AGENCY  
2016 ANNUAL AUDIT  
CORRECTIVE ACTION PLAN**

**1. Recommendation**

That the Agency maintain documentation to support verification of the payment of payroll deductions by its third party payroll provider.

**Condition/Correction Action**

The Agency currently reviews the tax deposits received by the respective taxing agencies, pursuant to the audit recommendation, the Agency will print and retain the payment logs for review.

**2. Recommendation**

Contracts in excess of the bid threshold be awarded in accordance with the Local Public Contracts Law.

**Condition/Corrective Action**

The Agency mandates compliance with the Local Public Contracts Law, the audit recommendation cited a purchase required pursuant to an emergent necessity related to a public safety, health and welfare condition. However, the required resolution and procedure were in advertently omitted. The Agency will comply with the Local Public Contracts Law in all respects.

**3. Recommendation**

The "Property Held for Redevelopment" subsidy ledger be maintained on a current basis to reflect all additions and deletions and be reconciled to the General Ledger on a periodic basis.

**Condition/Corrective Action**

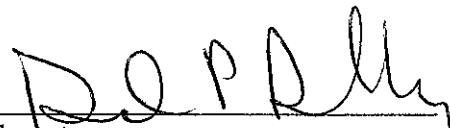
The maintenance of the subsidy ledger for the "Property Held for Redevelopment" was performed by an Agency employee who retired during the year under audit. The Agency initially failed to reassign the respective duties upon such retirement. The Agency has reassigned the responsibilities and performance of the required duties related to the maintenance of a subsidy ledger for "Property Held for Redevelopment" and reconciliation with the General Ledger and the performance of such, effective immediately.

Submitted by Ronald F. Gardner, Jr., Comptroller  
July 18, 2017

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF JULY 18, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of July 18, 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 July 18, 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 July 18, 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                       |            |            |                | ✓             |

## 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 |
|----------------|----------|--------------|----------------|------------------------------|-----------------|--------------------|---------------------|----------------|
| <b>METLIFE</b> |          |              |                |                              |                 |                    |                     |                |
| METLIFE        | 7/5/2017 | 6/17/2017    | 7/14/17        | Deferred Salary Per Attached | \$550.00        | \$0.00             |                     | \$550.00       |
| METLIFE        | 7/5/2017 | 6/17/2017    | 7/28/17        | Deferred Salary Per Attached | \$550.00        | \$0.00             |                     | \$550.00       |
|                |          |              |                | Totals for METLIFE:          | \$1,100.00      | \$0.00             |                     | \$1,100.00     |
|                |          |              |                | <b>GRAND TOTALS:</b>         | \$1,100.00      | \$0.00             |                     | \$1,100.00     |

## 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 (7/5/2017)

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

| <u>Vendor Name</u>            | <u>Due Date</u> | <u>Invoice Date</u> | <u>Invoice Number</u> | <u>Invoice Description</u>         | <u>Invoice Balance</u> | <u>Potential Discount</u> | <u>Discount Expires On</u> | <u>Net Amount Due</u> |
|-------------------------------|-----------------|---------------------|-----------------------|------------------------------------|------------------------|---------------------------|----------------------------|-----------------------|
| <b>HUDSON COUNTY REGISTER</b> |                 |                     |                       |                                    |                        |                           |                            |                       |
| HUDSON COUNTY REGISTER        | 7/17/2017       | 6/23/2017           | Various               | Recording Fee for Various Invoices | \$666.00               | \$0.00                    |                            | \$666.00              |
|                               |                 |                     |                       | Totals for HUDSON COUNTY REGISTER: | \$666.00               | \$0.00                    |                            | \$666.00              |
|                               |                 |                     |                       | <b>GRAND TOTALS:</b>               | \$666.00               | \$0.00                    |                            | \$666.00              |

## 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 (7/17/2017)  
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

July 18, 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                        | 7/18/2017 | 7/11/2017    | August         | Monthly Operating Expenses                      | \$172.14        | \$0.00             |                     | \$172.14       |
| 66 YORK STREET, LLC                        | 7/18/2017 | 7/11/2017    | August         | Electric Utility Payment                        | \$648.52        | \$0.00             |                     | \$648.52       |
| 66 YORK STREET, LLC                        | 7/18/2017 | 7/3/2017     | August         | Rent Payment                                    | \$9,616.09      | \$0.00             |                     | \$9,616.09     |
|  |           |              |                | Totals for 66 YORK STREET, LLC:                 | \$10,436.75     | \$0.00             |                     | \$10,436.75    |
| <b>ADMIRAL INSURANCE COMPANY</b>           |           |              |                |   |                 |                    |                     |                |
| ADMIRAL INSURANCE COMPANY                  | 7/18/2017 | 7/11/2017    | Deductible     | Luz Perez - Claim No. C168451001                | \$1,571.34      | \$0.00             |                     | \$1,571.34     |
|  |           |              |                | Totals for ADMIRAL INSURANCE COMPANY:           | \$1,571.34      | \$0.00             |                     | \$1,571.34     |
| <b>ANTHONY J. DESALVO, ESQ</b>             |           |              |                |   |                 |                    |                     |                |
| ANTHONY J. DESALVO, ESQ                    | 7/18/2017 | 5/23/2017    | HUD-4035-16    | JCRA v. Marco Arrango - 142 Boyd Ave            | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
|  |           |              |                | Totals for ANTHONY J. DESALVO, ESQ:             | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
| <b>BOUQUETS &amp; BASKETS</b>              |           |              |                |   |                 |                    |                     |                |
| BOUQUETS & BASKETS                         | 7/18/2017 | 7/13/2017    | 000381         | Get Well & Sympathy                             | \$304.89        | \$0.00             |                     | \$304.89       |
|  |           |              |                | Totals for BOUQUETS & BASKETS:                  | \$304.89        | \$0.00             |                     | \$304.89       |
| <b>BROWNFIELD REDEVELOPMENT SOLUTIONS</b>  |           |              |                |   |                 |                    |                     |                |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 5/12/2017    | 3422           | Oversight & Mgmt Services for EPA Grant         | \$368.00        | \$0.00             |                     | \$368.00       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 5/12/2017    | 3425           | Oversight & Mgmt Services for EPA Grant         | \$353.75        | \$0.00             |                     | \$353.75       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 5/12/2017    | 3423           | Oversight & Mgmt Services for EPA Grant         | \$419.50        | \$0.00             |                     | \$419.50       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 5/12/2017    | 3420           | Berry Lane Park                                 | \$462.00        | \$0.00             |                     | \$462.00       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 6/9/2017     | 3473           | Oversight & Mgmt Services for EPA Grant         | \$142.50        | \$0.00             |                     | \$142.50       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 5/12/2017    | 3421           | Staff Engineer/Project Manager - Ash Street     | \$2,590.00      | \$0.00             |                     | \$2,590.00     |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 6/27/2017    | 3472           | Oversight & Mgmt Svcs - EPA Grant               | \$518.25        | \$0.00             |                     | \$518.25       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 6/23/2017    | 3471           | Oversight & Mgmt Svcs - EPA Grant               | \$296.25        | \$0.00             |                     | \$296.25       |
| BROWNFIELD REDEVELOPMENT S                 | 7/18/2017 | 6/23/2017    | 3474           | Oversight & Mgmt Svcs - EPA Grant               | \$496.50        | \$0.00             |                     | \$496.50       |
|  |           |              |                | Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:  | \$5,646.75      | \$0.00             |                     | \$5,646.75     |
| <b>BROWNFIELD SCIENCE &amp; TECHNOLOGY</b> |           |              |                |   |                 |                    |                     |                |
| BROWNFIELD SCIENCE & TECHNO                | 7/18/2017 | 6/30/2017    | 764-06-17      | Environmental Svcs - Ocean/Dwight Propert       | \$1,849.75      | \$0.00             |                     | \$1,849.75     |
| BROWNFIELD SCIENCE & TECHNO                | 7/18/2017 | 5/31/2017    | 764-05-17      | Environmental Svcs - Turnkey                    | \$1,591.25      | \$0.00             |                     | \$1,591.25     |
|  |           |              |                | Totals for BROWNFIELD SCIENCE & TECHNOLOGY:     | \$3,441.00      | \$0.00             |                     | \$3,441.00     |
| <b>CARL J. MUCCILOLO, IFAS, CFA, SCGRE</b> |           |              |                |   |                 |                    |                     |                |
| CARL J. MUCCILOLO, IFAS, CFA, SC           | 7/18/2017 | 5/23/2017    | HUD-4035-16    | JCRA v. Marco Arrango - 142 Boyd Ave            | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
|  |           |              |                | Totals for CARL J. MUCCILOLO, IFAS, CFA, SCGRE: | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
| <b>CENTRAL PARKING SYSTEM</b>              |           |              |                |   |                 |                    |                     |                |
| CENTRAL PARKING SYSTEM                     | 7/18/2017 | 7/11/2017    | August         | Parking for 15 Spaces @ Harborside              | \$1,875.50      | \$0.00             |                     | \$1,875.50     |
|  |           |              |                | Totals for CENTRAL PARKING SYSTEM:              | \$1,875.50      | \$0.00             |                     | \$1,875.50     |
| <b>CME ASSOCIATES</b>                      |           |              |                |   |                 |                    |                     |                |
| CME ASSOCIATES                             | 7/18/2017 | 5/30/2017    | 0207870        | Professional Services - Morris Canal Greenwa    | \$3,778.96      | \$0.00             |                     | \$3,778.96     |

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 2017 Board Meeting

| Vendor Name                                    | Due Date  | Invoice Date | Invoice Number | Invoice Description                          | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|--|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| <b>COMCAST</b>                                 |           |              |                |  |                 |                    |                     |                |
| COMCAST  | 7/18/2017 | 6/28/2017    | 66             | York St                                      | \$144.78        | \$0.00             |                     | \$144.78       |
| COMCAST  | 7/18/2017 | 6/16/2017    | 665            | Ocean  | \$114.85        | \$0.00             |                     | \$114.85       |
|  |           |              |                | Totals for COMCAST:                          | \$259.63        | \$0.00             |                     | \$259.63       |
| <b>COSTAR REALTY INFORMATION, INC.</b>         |           |              |                |  |                 |                    |                     |                |
| COSTAR REALTY INFORMATION, I                   | 7/18/2017 | 7/4/2017     | 613630         | Property Professional                        | \$604.38        | \$0.00             |                     | \$604.38       |
|  |           |              |                | Totals for COSTAR REALTY INFORMATION, INC.:  | \$604.38        | \$0.00             |                     | \$604.38       |
| <b>CRYSTAL POINT CONDOMINIUM ASSOC.</b>        |           |              |                |  |                 |                    |                     |                |
| CRYSTAL POINT CONDOMINIUM A                    | 7/18/2017 | 7/11/2017    | August         | Monthly Maintenance Fee                      | \$145.88        | \$0.00             |                     | \$145.88       |
|  |           |              |                | Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: | \$145.88        | \$0.00             |                     | \$145.88       |
| <b>DAVISON, EASTMAN &amp; MUNOZ, PA</b>        |           |              |                |  |                 |                    |                     |                |
| DAVISON, EASTMAN & MUNOZ, PA                   | 7/18/2017 | 6/11/2017    | 345201         | Legal Services - Barnabas Health LLC         | \$1,137.50      | \$0.00             |                     | \$1,137.50     |
|  |           |              |                | Totals for DAVISON, EASTMAN & MUNOZ, PA:     | \$1,137.50      | \$0.00             |                     | \$1,137.50     |
| <b>DENISE CICARELLI</b>                        |           |              |                |  |                 |                    |                     |                |
| DENISE CICARELLI                               | 7/18/2017 | 7/11/2017    | Dental         | Reimbursement of Dental Expense              | \$1,410.00      | \$0.00             |                     | \$1,410.00     |
|  |           |              |                | Totals for DENISE CICARELLI:                 | \$1,410.00      | \$0.00             |                     | \$1,410.00     |
| <b>DRESDNER ROBIN ENVIRON MGMT</b>             |           |              |                |  |                 |                    |                     |                |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 5/15/2017    | 10400          | Environmental Svcs - Pittsburgh Metals       | \$9,299.00      | \$0.00             |                     | \$9,299.00     |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 5/18/2017    | 10417          | Environmental Svcs - BLP Property 9 USTs     | \$86.78         | \$0.00             |                     | \$86.78        |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 5/18/2017    | 10416          | Environmental Svcs - BLP                     | \$27,210.16     | \$0.00             |                     | \$27,210.16    |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 5/15/2017    | 10401          | Environmental Svcs - Mill Creek              | \$18,575.54     | \$0.00             |                     | \$18,575.54    |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 6/16/2017    | 10490          | Environmental Svcs - Mill Creek              | \$12,243.70     | \$0.00             |                     | \$12,243.70    |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 6/16/2017    | 10491          | Environmental Svcs - Pittsburgh Metals       | \$2,040.00      | \$0.00             |                     | \$2,040.00     |
| DRESDNER ROBIN ENVIRON MGMT                    | 7/18/2017 | 6/16/2017    | 10476          | Environmental Svcs - BLP                     | \$10,216.60     | \$0.00             |                     | \$10,216.60    |
|  |           |              |                | Totals for DRESDNER ROBIN ENVIRON MGMT:      | \$79,671.78     | \$0.00             |                     | \$79,671.78    |
| <b>DRIVE NEW JERSEY INSURANCE COM</b>          |           |              |                |  |                 |                    |                     |                |
| DRIVE NEW JERSEY INSURANCE C                   | 7/18/2017 | 6/16/2017    | Insurance      | Progressive Insurance Policy #04259621-8     | \$4,280.00      | \$0.00             |                     | \$4,280.00     |
|  |           |              |                | Totals for DRIVE NEW JERSEY INSURANCE COM:   | \$4,280.00      | \$0.00             |                     | \$4,280.00     |
| <b>ENGENUITY INFRASTRUCTURE, LLC</b>           |           |              |                |  |                 |                    |                     |                |
| ENGENUITY INFRASTRUCTURE, L                    | 7/18/2017 | 7/7/2017     | 2              | Consulting Engineering - Canal Crossing      | \$6,000.00      | \$0.00             |                     | \$6,000.00     |
|  |           |              |                | Totals for ENGENUITY INFRASTRUCTURE, LLC:    | \$6,000.00      | \$0.00             |                     | \$6,000.00     |
| <b>ERIC M. BERNSTEIN &amp; ASSOCIATES, LLC</b> |           |              |                |  |                 |                    |                     |                |
| ERIC M. BERNSTEIN & ASSOCIATES                 | 7/18/2017 | 5/3/2017     | 46738          | Legal Services - 37-39 Cornel LLC            | \$105.00        | \$0.00             |                     | \$105.00       |
| ERIC M. BERNSTEIN & ASSOCIATES                 | 7/18/2017 | 6/6/2017     | 47389          | Legal Services - 37-39 Cornel LLC            | \$770.00        | \$0.00             |                     | \$770.00       |
| ERIC M. BERNSTEIN & ASSOCIATES                 | 7/18/2017 | 5/3/2017     | 46739          | Legal Services - Taraprasad Gurnani & Willia | \$227.50        | \$0.00             |                     | \$227.50       |

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 2017 Board Meeting

| Vendor Name                                     | Due Date  | Invoice Date | Invoice Number | Invoice Description                          | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| ERIC M. BERNSTEIN & ASSOCIATES                  | 7/18/2017 | 6/6/2017     | 47390          | Legal Services - Taraprasad Gurnani & Willia | \$1,015.00      | \$0.00             |                     | \$1,015.00     |
| ERIC M. BERNSTEIN & ASSOCIATES                  | 7/18/2017 | 5/3/2017     | 46737          | Legal Services - Personnel                   | \$280.00        | \$0.00             |                     | \$280.00       |
| ERIC M. BERNSTEIN & ASSOCIATES                  | 7/18/2017 | 6/6/2017     | 47388          | Legal Services - Personnel                   | \$280.00        | \$0.00             |                     | \$280.00       |
| Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC: |           |              |                |  | \$2,677.50      | \$0.00             |                     | \$2,677.50     |
| FEDERAL EXPRESS                                 | 7/18/2017 | 7/10/2017    | 5-860-01007    | Overnight Deliveries                         | \$98.34         | \$0.00             |                     | \$98.34        |
| Totals for FEDERAL EXPRESS:                     |           |              |                |  | \$98.34         | \$0.00             |                     | \$98.34        |
| FLORIO KENNY RAVALL, LLP                        | 7/18/2017 | 5/31/2017    | 105837         | Legal Services - 474/480 Ocean Avenue        | \$542.50        | \$0.00             |                     | \$542.50       |
| FLORIO KENNY RAVALL, LLP                        | 7/18/2017 | 4/30/2017    | 105531         | Legal Services - GND Builders                | \$35.00         | \$0.00             |                     | \$35.00        |
| FLORIO KENNY RAVALL, LLP                        | 7/18/2017 | 4/30/2017    | 105530         | Legal Services - JCRA to Bayonne MUA         | \$1,102.50      | \$0.00             |                     | \$1,102.50     |
| FLORIO KENNY RAVALL, LLP                        | 7/18/2017 | 5/31/2017    | 105836         | Legal Services - JCRA to Bayonne MUA         | \$1,730.00      | \$0.00             |                     | \$1,730.00     |
| Totals for FLORIO KENNY RAVALL, LLP:            |           |              |                |  | \$3,430.00      | \$0.00             |                     | \$3,430.00     |
| FUSION CREATIVE                                 | 7/18/2017 | 6/26/2017    | 2877           | Sign Design - 665 Ocean Avenue               | \$1,737.50      | \$0.00             |                     | \$1,737.50     |
| Totals for FUSION CREATIVE:                     |           |              |                |  | \$1,737.50      | \$0.00             |                     | \$1,737.50     |
| GLUCK WALRATH LLP                               | 7/18/2017 | 6/5/2017     | 37446          | Legal Services - Bond Counsel                | \$210.00        | \$0.00             |                     | \$210.00       |
| GLUCK WALRATH LLP                               | 7/18/2017 | 6/6/2017     | 37459          | Legal Services - Sip Jones                   | \$560.00        | \$0.00             |                     | \$560.00       |
| GLUCK WALRATH LLP                               | 7/18/2017 | 6/6/2017     | 37457          | Legal Services - The Roxy                    | \$525.00        | \$0.00             |                     | \$525.00       |
| GLUCK WALRATH LLP                               | 7/18/2017 | 7/6/2017     | 37668          | Legal Services - 671 Palisade Avenue         | \$1,671.15      | \$0.00             |                     | \$1,671.15     |
| GLUCK WALRATH LLP                               | 7/18/2017 | 7/6/2017     | 37665          | Legal Services - 142 Boyd Avenue             | \$927.50        | \$0.00             |                     | \$927.50       |
| GLUCK WALRATH LLP                               | 7/18/2017 | 7/6/2017     | 37667          | Legal Services - 248 Grove St                | \$70.00         | \$0.00             |                     | \$70.00        |
| Totals for GLUCK WALRATH LLP:                   |           |              |                |  | \$3,963.65      | \$0.00             |                     | \$3,963.65     |
| GOVERNANCE & FISCAL AFFAIRS, LLC                | 7/18/2017 | 7/1/2017     | 1034           | Purchasing Consultancy                       | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
| Totals for GOVERNANCE & FISCAL AFFAIRS, LLC:    |           |              |                |  | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
| HODULIK & MORRISON, PA                          | 7/18/2017 | 7/13/2017    | 2017 2nd Qtr   | Accounting & CFO/Comptroller Services - 2n   | \$15,500.00     | \$0.00             |                     | \$15,500.00    |
| Totals for HODULIK & MORRISON, PA:              |           |              |                |  | \$15,500.00     | \$0.00             |                     | \$15,500.00    |
| HOME DEPOT CREDIT SERVICES                      | 7/18/2017 | 7/10/2017    | Various        | 665 Ocean Avenue                             | \$98.29         | \$0.00             |                     | \$98.29        |
| Totals for HOME DEPOT CREDIT SERVICES:          |           |              |                |  | \$98.29         | \$0.00             |                     | \$98.29        |
| HUDSON REPORTER ASSOC. LP                       | 7/18/2017 | 6/30/2017    | 1695           | Display Advertising                          | \$88.20         | \$0.00             |                     | \$88.20        |
| Totals for HUDSON REPORTER ASSOC. LP:           |           |              |                |  | \$88.20         | \$0.00             |                     | \$88.20        |

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 2017 Board Meeting

| Vendor Name                                   | Due Date  | Invoice Date | Invoice Number | Invoice Description                            | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| <b>IN-LINE AIR CONDITIONING CO.,</b>          |           |              |                |  |                 |                    |                     |                |
| IN-LINE AIR CONDITIONING CO.,                 | 7/18/2017 | 6/21/2017    | 44928          | Betz-Cerc Yearly Billing for Comcast Busine    | \$1,500.00      | \$0.00             |                     | \$1,500.00     |
|   |           |              |                | Totals for IN-LINE AIR CONDITIONING CO.,       | \$1,500.00      | \$0.00             |                     | \$1,500.00     |
| <b>J &amp; B LANDSCAPE, INC.</b>              |           |              |                |  |                 |                    |                     |                |
| J & B LANDSCAPE, INC.                         | 7/18/2017 | 6/19/2017    | 26061          | Betz-Cerc 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>JAMES F. RYAN JR., ESQ.</b>                |           |              |                |  |                 |                    |                     |                |
| JAMES F. RYAN JR., ESQ.                       | 7/18/2017 | 5/23/2017    | HUD-4035-16    | JCRA v. Marco Arrango - 142 Boyd Ave           | \$2,275.00      | \$0.00             |                     | \$2,275.00     |
|   |           |              |                | Totals for JAMES F. RYAN JR., ESQ.:            | \$2,275.00      | \$0.00             |                     | \$2,275.00     |
| <b>JC MUNICIPAL UTILITIES AUTHORI</b>         |           |              |                |  |                 |                    |                     |                |
| JC MUNICIPAL UTILITIES AUTHORI                | 7/18/2017 | 6/13/2017    | 6/13/17        | 665 Ocean Ave - Acct No. 303063485440000       | \$108.80        | \$0.00             |                     | \$108.80       |
| JC MUNICIPAL UTILITIES AUTHORI                | 7/18/2017 | 5/9/2017     | 142 Boyd       | Water Charges - 142 Boyd Ave                   | \$2,654.39      | \$0.00             |                     | \$2,654.39     |
|   |           |              |                | Totals for JC MUNICIPAL UTILITIES AUTHORI:     | \$2,763.19      | \$0.00             |                     | \$2,763.19     |
| <b>JERSEY CITY DEPT. OF PUBLIC WORKS</b>      |           |              |                |  |                 |                    |                     |                |
| JERSEY CITY DEPT. OF PUBLIC WO                | 7/18/2017 | 6/9/2017     | 6/9/17         | Work Completed at 671 Palisade Avenue          | \$440.55        | \$0.00             |                     | \$440.55       |
| JERSEY CITY DEPT. OF PUBLIC WO                | 7/18/2017 | 7/1/0/2017   | 32-60 Orient   | Work Performed at 32-60 Orient Avenue          | \$3,062.40      | \$0.00             |                     | \$3,062.40     |
|   |           |              |                | Totals for JERSEY CITY DEPT. OF PUBLIC WORKS:  | \$3,502.95      | \$0.00             |                     | \$3,502.95     |
| <b>JOHNNY ON THE SPOT, LLC</b>                |           |              |                |  |                 |                    |                     |                |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 5/30/2017    | 312131         | Berry Lane Park                                | \$685.31        | \$0.00             |                     | \$685.31       |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 5/14/2017    | 305310         | Berry Lane Park                                | \$16.73         | \$0.00             |                     | \$16.73        |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 5/19/2017    | 307924         | Berry Lane Park                                | \$269.94        | \$0.00             |                     | \$269.94       |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 5/10/2017    | 303912         | Berry Lane Park                                | \$229.18        | \$0.00             |                     | \$229.18       |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 6/7/2017     | 0000316288     | Berry Lane Park                                | \$229.18        | \$0.00             |                     | \$229.18       |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 6/16/2017    | 0000320325     | Berry Lane Park                                | \$269.94        | \$0.00             |                     | \$269.94       |
| JOHNNY ON THE SPOT, LLC                       | 7/18/2017 | 6/27/2017    | 0000324767     | Berry Lane Park                                | \$685.31        | \$0.00             |                     | \$685.31       |
|   |           |              |                | Totals for JOHNNY ON THE SPOT, LLC:            | \$2,385.59      | \$0.00             |                     | \$2,385.59     |
| <b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b> |           |              |                |  |                 |                    |                     |                |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 4/24/2017    | 146573         | Legal Services - 101 Newkirk                   | \$6,309.50      | \$0.00             |                     | \$6,309.50     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 5/30/2017    | 147438         | Legal Services - Johnston Station              | \$1,860.15      | \$0.00             |                     | \$1,860.15     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 3/27/2017    | 146115         | Legal Services - Grand Jersey Development      | \$852.50        | \$0.00             |                     | \$852.50       |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 3/22/2017    | 146046         | Legal Services - Argent - Aetna                | \$2,090.00      | \$0.00             |                     | \$2,090.00     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 3/22/2017    | 146043         | Legal Services - Argent Venture/Johnston Vie   | \$5,753.28      | \$0.00             |                     | \$5,753.28     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 5/30/2017    | 147443         | Legal Services - Argent - Aetna                | \$4,606.03      | \$0.00             |                     | \$4,606.03     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 4/24/2017    | 146576         | Legal Services - Whitlock Mills                | \$852.50        | \$0.00             |                     | \$852.50       |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 4/24/2017    | 146570         | Legal Services - PPG Redevelopment             | \$2,157.00      | \$0.00             |                     | \$2,157.00     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 4/24/2017    | 146583         | Legal Services - Hourly                        | \$1,191.79      | \$0.00             |                     | \$1,191.79     |
| MCMANIMON, SCOTLAND & BAU                     | 7/18/2017 | 4/24/2017    | 146581         | Legal Services - Argent / Aetna                | \$1,849.58      | \$0.00             |                     | \$1,849.58     |
|   |           |              |                | Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: | \$27,522.33     | \$0.00             |                     | \$27,522.33    |

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 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                                  | 7/18/2017 | 7/3/2017     | 8/11/17        | Deferred Salary Per Attached                         | \$550.00          | \$0.00             |                     | \$550.00          |
| METLIFE                                  | 7/18/2017 | 7/3/2017     | 8/25/17        | Deferred Salary Per Attached                         | \$550.00          | \$0.00             |                     | \$550.00          |
|  |           |              |                | <b>Totals for METLIFE:</b>                           | <b>\$1,100.00</b> | <b>\$0.00</b>      |                     | <b>\$1,100.00</b> |
| <b>MODULAR SPACE CORPORATION</b>         |           |              |                |  |                   |                    |                     |                   |
| MODULAR SPACE CORPORATION                | 7/18/2017 | 5/17/2017    | 502025583      | Trailer Rental - Berry Lane Park                     | \$590.75          | \$0.00             |                     | \$590.75          |
| MODULAR SPACE CORPORATION                | 7/18/2017 | 6/17/2017    | 502060853      | Trailer Rental - Berry Lane Park                     | \$590.75          | \$0.00             |                     | \$590.75          |
|  |           |              |                | <b>Totals for MODULAR SPACE CORPORATION:</b>         | <b>\$1,181.50</b> | <b>\$0.00</b>      |                     | <b>\$1,181.50</b> |
| <b>MOISHE'S MOVING SYSTEMS</b>           |           |              |                |  |                   |                    |                     |                   |
| MOISHE'S MOVING SYSTEMS                  | 7/18/2017 | 7/11/2017    | August 2017    | Storage Space at Dey St                              | \$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                                | 7/18/2017 | 6/1/2017     | 343            | Legal Services - 24 Monticello                       | \$220.00          | \$0.00             |                     | \$220.00          |
| MYKL, LLC                                | 7/18/2017 | 3/1/2017     | 273            | Legal Services - 424 Whiton LLC                      | \$270.00          | \$0.00             |                     | \$270.00          |
| MYKL, LLC                                | 7/18/2017 | 6/1/2017     | 338            | Legal Services - 323 & 325 Pine Street               | \$412.50          | \$0.00             |                     | \$412.50          |
| MYKL, LLC                                | 7/18/2017 | 5/1/2017     | 312            | Legal Services - 424 Whiton LLC                      | \$715.00          | \$0.00             |                     | \$715.00          |
| MYKL, LLC                                | 7/18/2017 | 5/1/2017     | 311            | Legal Services - 308 Whiton Street                   | \$165.00          | \$0.00             |                     | \$165.00          |
| MYKL, LLC                                | 7/18/2017 | 6/1/2017     | 341            | Legal Services - 308 Whiton Street                   | \$1,842.50        | \$0.00             |                     | \$1,842.50        |
| MYKL, LLC                                | 7/18/2017 | 6/1/2017     | 342            | Legal Services - 424 Whiton, LLC                     | \$467.50          | \$0.00             |                     | \$467.50          |
|  |           |              |                | <b>Totals for MYKL, LLC:</b>                         | <b>\$4,092.50</b> | <b>\$0.00</b>      |                     | <b>\$4,092.50</b> |
| <b>NEW JERSEY REALTY ADVISORY GRO</b>    |           |              |                |  |                   |                    |                     |                   |
| NEW JERSEY REALTY ADVISORY G             | 7/18/2017 | 5/23/2017    | 945            | Appraisal Services - 423 Grand Street                | \$2,800.00        | \$0.00             |                     | \$2,800.00        |
| NEW JERSEY REALTY ADVISORY G             | 7/18/2017 | 6/14/2017    | 958            | Appraisal Services - 403 Freeman Avenue              | \$1,800.00        | \$0.00             |                     | \$1,800.00        |
|  |           |              |                | <b>Totals for NEW JERSEY REALTY ADVISORY GRO:</b>    | <b>\$4,600.00</b> | <b>\$0.00</b>      |                     | <b>\$4,600.00</b> |
| <b>NORTHEASTERN HARDWARE CO. INC.</b>    |           |              |                |  |                   |                    |                     |                   |
| NORTHEASTERN HARDWARE CO. I              | 7/18/2017 | 7/12/2017    | 327648         | 665 Ocean Avenue                                     | \$2,994.55        | \$0.00             |                     | \$2,994.55        |
|  |           |              |                | <b>Totals for NORTHEASTERN HARDWARE CO. INC.:</b>    | <b>\$2,994.55</b> | <b>\$0.00</b>      |                     | <b>\$2,994.55</b> |
| <b>PUBLIC SERVICE ELECTRIC &amp; GAS</b> |           |              |                |  |                   |                    |                     |                   |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 665 Ocean Ave HSE                   | \$140.69          | \$0.00             |                     | \$140.69          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 665 Ocean Ave Office A              | \$139.35          | \$0.00             |                     | \$139.35          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 407 Ocean Ave Office                | \$44.02           | \$0.00             |                     | \$44.02           |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 407 Ocean Ave HSE                   | \$151.56          | \$0.00             |                     | \$151.56          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 407 Ocean Ave Fl 3                  | \$219.59          | \$0.00             |                     | \$219.59          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 152 MLK OFC                         | \$382.63          | \$0.00             |                     | \$382.63          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 152 MLK DR                          | \$207.15          | \$0.00             |                     | \$207.15          |
| PUBLIC SERVICE ELECTRIC & GAS            | 7/18/2017 | 7/12/2017    | June           | Electric & Gas - 665 Ocean Ave Office B              | \$139.35          | \$0.00             |                     | \$139.35          |
|  |           |              |                | <b>Totals for PUBLIC SERVICE ELECTRIC &amp; GAS:</b> | <b>\$1,424.34</b> | <b>\$0.00</b>      |                     | <b>\$1,424.34</b> |

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 2017 Board Meeting

| Vendor Name                                       | Due Date  | Invoice Date | Invoice Number | Invoice Description                                    | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| <b>STATE OF NEW JERSEY</b>                        |           |              |                |  |                 |                    |                     |                |
| STATE OF NEW JERSEY                               | 7/18/2017 | 7/17/2017    | 12/2016        | Assessment Bill and Rate Computation                   | \$169.89        | \$0.00             |                     | \$169.89       |
|   |           |              |                | Totals for STATE OF NEW JERSEY:                        | \$169.89        | \$0.00             |                     | \$169.89       |
| <b>TANNER CONSULTING GROUP</b>                    |           |              |                |  |                 |                    |                     |                |
| TANNER CONSULTING GROUP                           | 7/18/2017 | 6/19/2017    | 180383         | Ball Trajectory Study - Netting Plans & Specs          | \$3,400.00      | \$0.00             |                     | \$3,400.00     |
|   |           |              |                | Totals for TANNER CONSULTING GROUP:                    | \$3,400.00      | \$0.00             |                     | \$3,400.00     |
| <b>THE EVENING JOURNAL ASSOCIATIO</b>             |           |              |                |  |                 |                    |                     |                |
| THE EVENING JOURNAL ASSOCIAT                      | 7/18/2017 | 6/30/2017    | 1147810        | Public Notices - June 2017                             | \$239.32        | \$0.00             |                     | \$239.32       |
|   |           |              |                | Totals for THE EVENING JOURNAL ASSOCIATIO:             | \$239.32        | \$0.00             |                     | \$239.32       |
| <b>The Law Offices of Wanda Chin Monahan, LLC</b> |           |              |                |  |                 |                    |                     |                |
| The Law Offices of Wanda Chin Monahan             | 7/18/2017 | 6/21/2017    | 112            | Legal Services - JC MacElroy, Inc.                     | \$1,312.50      | \$0.00             |                     | \$1,312.50     |
|   |           |              |                | Totals for The Law Offices of Wanda Chin Monahan, LLC: | \$1,312.50      | \$0.00             |                     | \$1,312.50     |
| <b>THOMSON REUTERS WEST</b>                       |           |              |                |  |                 |                    |                     |                |
| THOMSON REUTERS WEST                              | 7/18/2017 | 7/4/2017     | 836465376      | Subscription Series for NJ Statutes                    | \$156.00        | \$0.00             |                     | \$156.00       |
|   |           |              |                | Totals for THOMSON REUTERS WEST:                       | \$156.00        | \$0.00             |                     | \$156.00       |
| <b>TOSHIBA FINANCIAL SERVICES</b>                 |           |              |                |  |                 |                    |                     |                |
| TOSHIBA FINANCIAL SERVICES                        | 7/18/2017 | 6/11/2017    | 67132482       | Monthly Lease Payment - Toshiba Copier                 | \$1,235.00      | \$0.00             |                     | \$1,235.00     |
|   |           |              |                | Totals for TOSHIBA FINANCIAL SERVICES:                 | \$1,235.00      | \$0.00             |                     | \$1,235.00     |
| <b>TREASURER - STATE OF NEW JERSEY</b>            |           |              |                |  |                 |                    |                     |                |
| TREASURER - STATE OF NEW JER                      | 7/18/2017 | 6/20/2017    | 170895390      | Site Remediation - Droyers Point Northern Par          | \$1,760.00      | \$0.00             |                     | \$1,760.00     |
|   |           |              |                | Totals for TREASURER - STATE OF NEW JERSEY:            | \$1,760.00      | \$0.00             |                     | \$1,760.00     |
| <b>TWIN ROCKS SPRING WATER</b>                    |           |              |                |  |                 |                    |                     |                |
| TWIN ROCKS SPRING WATER                           | 7/18/2017 | 6/29/2017    | 1091394        | Water Cooler Rental                                    | \$78.10         | \$0.00             |                     | \$78.10        |
|   |           |              |                | Totals for TWIN ROCKS SPRING WATER:                    | \$78.10         | \$0.00             |                     | \$78.10        |
| <b>UNITED WAY OF HUDSON COUNTY</b>                |           |              |                |  |                 |                    |                     |                |
| UNITED WAY OF HUDSON COUNT                        | 7/18/2017 | 7/17/2017    | 2017-1         | Social Svcs Program & Property Mgmt - 665 C            | \$9,480.00      | \$0.00             |                     | \$9,480.00     |
|   |           |              |                | Totals for UNITED WAY OF HUDSON COUNTY:                | \$9,480.00      | \$0.00             |                     | \$9,480.00     |
| <b>VALUE RESEARCH GROUP, LLC</b>                  |           |              |                |  |                 |                    |                     |                |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18497          | Appraisal Services - 248 Grove St                      | \$1,650.00      | \$0.00             |                     | \$1,650.00     |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18496          | Appraisal Services - 9 Myrtle                          | \$2,550.00      | \$0.00             |                     | \$2,550.00     |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18492          | Appraisal Services - 364-366 Palisade Ave              | \$5,100.00      | \$0.00             |                     | \$5,100.00     |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18498          | Appraisal Services - 80 Bowers St                      | \$150.00        | \$0.00             |                     | \$150.00       |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18499          | Appraisal Services - 461 Palisade Ave                  | \$1,350.00      | \$0.00             |                     | \$1,350.00     |
| VALUE RESEARCH GROUP, LLC                         | 7/18/2017 | 6/5/2017     | 18500          | Appraisal Services - 201 New York Ave                  | \$2,662.50      | \$0.00             |                     | \$2,662.50     |
|   |           |              |                | Totals for VALUE RESEARCH GROUP, LLC:                  | \$13,462.50     | \$0.00             |                     | \$13,462.50    |



# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 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>               |           |              |                |                                   |                     |                    |                     |                     |
| VERIZON                      | 7/18/2017 | 6/23/2017    | 9788127192     | Agency Cell Phones                | \$315.22            | \$0.00             |                     | \$315.22            |
|                              |           |              |                | Totals for VERIZON:               | \$315.22            | \$0.00             |                     | \$315.22            |
| <b>W. B. MASON CO., INC.</b> |           |              |                |                                   |                     |                    |                     |                     |
| W. B. MASON CO., INC.        | 7/18/2017 | 7/6/2017     | 145605389      | Office Supplies                   | \$398.22            | \$0.00             |                     | \$398.22            |
|                              |           |              |                | Totals for W. B. MASON CO., INC.: | \$398.22            | \$0.00             |                     | \$398.22            |
| <b>WORKZONE, LLC</b>         |           |              |                |                                   |                     |                    |                     |                     |
| WORKZONE, LLC                | 7/18/2017 | 6/20/2017    | 27033          | WorkZone License and Hosting Fee  | \$900.00            | \$0.00             |                     | \$900.00            |
|                              |           |              |                | Totals for WORKZONE, LLC:         | \$900.00            | \$0.00             |                     | \$900.00            |
| <b>GRAND TOTALS:</b>         |           |              |                |                                   | <b>\$242,254.04</b> | <b>\$0.00</b>      |                     | <b>\$242,254.04</b> |

## Jersey City Redevelopment Agency

### Cash Requirements Report

July 18, 2017 Board Meeting

Report name: July 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: 7/18/2017 to 7/18/2017  
Include all Post Statues  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

# Jersey City Redevelopment Agency

## Cash Requirements Report

### July 18, 2017 Board Meeting

| Vendor Name              | Due Date  | Invoice Date | Invoice Number | Invoice Description           | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due  |
|--------------------------|-----------|--------------|----------------|-------------------------------|-----------------|--------------------|---------------------|-----------------|
| <b>BENJAMIN DELISLE</b>  |           |              |                |                               |                 |                    |                     |                 |
| BENJAMIN DELISLE         | 7/18/2017 | 7/18/2017    | June 2017      | June Travel Expenses          | \$88.15         | \$0.00             |                     | \$88.15         |
|                          |           |              |                | Totals for BENJAMIN DELISLE:  | \$88.15         | \$0.00             |                     | \$88.15         |
| <b>CHRISTOPHER FIORE</b> |           |              |                |                               |                 |                    |                     |                 |
| CHRISTOPHER FIORE        | 7/18/2017 | 7/18/2017    | May 2017       | May Travel Expenses           | \$63.00         | \$0.00             |                     | \$63.00         |
|                          |           |              |                | Totals for CHRISTOPHER FIORE: | \$63.00         | \$0.00             |                     | \$63.00         |
| <b>DAVID P. DONNELLY</b> |           |              |                |                               |                 |                    |                     |                 |
| DAVID P. DONNELLY        | 7/18/2017 | 7/18/2017    | May/June       | May/June Travel Expenses      | \$367.18        | \$0.00             |                     | \$367.18        |
|                          |           |              |                | Totals for DAVID P. DONNELLY: | \$367.18        | \$0.00             |                     | \$367.18        |
|                          |           |              |                | <b>GRAND TOTALS:</b>          | <b>\$518.33</b> | <b>\$0.00</b>      |                     | <b>\$518.33</b> |

## Jersey City Redevelopment Agency

### Cash Requirements Report

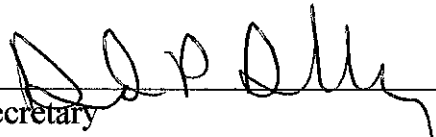
July 18, 2017 Board Meeting

Report name: July 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: 7/18/2017 to 7/18/2017  
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  
JULY 18, 2017**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency  
have received copies of the Personnel List as of July 18, 2017

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the  
Jersey City Redevelopment Agency that the Personnel List as of July 18, 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 July 18, 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 AUTHORIZING A SETTLEMENT WITH BAC HOME LOANS SERVICING, LP AND/OR BANK OF AMERICA, NA IN THE AMOUNT OF \$57,500.00 IN THE CONDEMNATION ACTION ENTITLED JERSEY CITY REDEVELOPMENT AGENCY v. MARCO ARANGO, ET ALS., DOCKET NO. HUD-L-4035-16 AND AUTHORIZING THE JCRA'S REDEVELOPMENT COUNSEL TO EXECUTE A CONSENT JUDGMENT TO IMPLEMENT THE SETTLEMENT**

**WHEREAS**, the City of Jersey City (the "City") placed the property located at 142 Boyd Avenue and identified on the City's official tax map as Block 20502, Lot 58 (the "Property") on the City's abandoned property list in accordance with the requirements of applicable law; and

**WHEREAS**, on August 22, 2016, the Jersey City Redevelopment Agency (the "JCRA") entered into a Redevelopment Agreement with Santomauro General Contracting ("Santomauro") which, among other things, requires the JCRA to acquire title to the Property and to thereafter convey the Property to Santomauro for redevelopment; and

**WHEREAS**, the JCRA filed a condemnation action entitled Jersey City Redevelopment Agency v. Marco Arango, et als., Docket No. HUD-L-4035-16 to acquire title to the Property (the "Condemnation Action"); and

**WHEREAS**, simultaneous with the filing of the Condemnation Action, the JCRA filed and recorded a Declaration of Taking and deposited the sum of \$5,000.00 into the Superior Court and provided notice thereof to all defendants to the Condemnation Action, thereby taking title to the Property; and

**WHEREAS**, on December 16, 2016, the Honorable Peter J. Bariso, Jr., A.J.S.C. entered an Order of final judgment in the Condemnation Action determining that the JCRA is duly vested with and duly exercised its powers of eminent domain to acquire the Property and appointing condemnation commissioners to determine the just compensation to be paid by the JCRA for the taking; and

**WHEREAS**, the Condemnation Commissioners' hearing was scheduled to be held on February 22, 2017; and

**WHEREAS**, defendant BAC Home Loans Servicing, LP ("BAC") appeared at the Condemnation Commissioners hearing and presented evidence contesting the JCRA's valuation of the Property; and

**WHEREAS**, on March 10, 2017, the Condemnation Commissioners issued a report determining that the just compensation to be paid by the JCRA for the taking of the Property was \$80,000.00; and

**WHEREAS**, the JCRA filed an appeal from the Condemnation Commissioners' award in the Condemnation Action and requested a non-jury trial to determine the just compensation to be paid for the taking of the Property; and

**WHEREAS**, on April 28, 2017, the Honorable Peter J. Bariso, Jr., A.J.S.C. entered an Order framing the issues on appeal and determining that the only defendant that would be permitted to participate in the appeal was BAC as it was the only defendant to participate in the Condemnation Commissioners hearing; and

**WHEREAS**, on June 16, 2017, the Honorable Peter J. Bariso, Jr., A.J.S.C. entered an Final Case Management Order establishing a schedule for the exchange of appraisal and other expert reports and for the completion of expert depositions and scheduling a trial date of October 30, 2017; and

**WHEREAS**, the parties to the Condemnation Action have conditionally agreed to settle the Condemnation Action for \$57,500.00, subject to JCRA Board of Commissioners approval; and

**WHEREAS**, pursuant to the Redevelopment Agreement, Santomauro is responsible to fund this settlement and Santomauro has agreed to settle the Condemnation Action for \$57,500.00; and

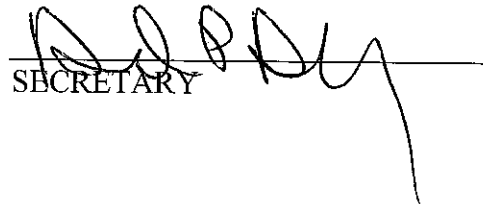
**WHEREAS**, the JCRA Board of Commissioners has determined that it is in the best interest of the Agency to authorize the settlement of the Condemnation Action and the execution of the documents necessary to implement this settlement.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency hereby authorizes the settlement of the Condemnation Action for the sum of \$57,500.00 and further authorizes the JCRA's redevelopment counsel, David A. Clark, Esq., to execute a Consent Judgment to implement the settlement of this Condemnation Action; and

**BE IT FURTHER RESOLVED** that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed documents referenced herein to the Agency's redevelopment counsel, David A. Clark, Esq., at Gluck Walrath, LLP, 428 River View Plaza, Trenton NJ 08611.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of July 18, 2017.

  
 SECRETARY