

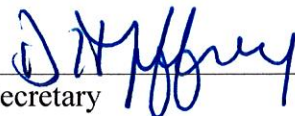
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING GOING INTO EXECUTIVE SESSION TO  
DISCUSS CERTAIN MATTERS**

**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, contract negotiation and personnel;  
and

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

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 15, 2018.

<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	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED APRIL 17, 2018**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated April 17, 2018 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 May 15, 2018.

<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 APRIL 17, 2018**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of April 17, 2018 ; and

- WHEREAS**, the following issues were discussed:
- 1) litigation,
  - 2) contract negotiation and
  - 3) personnel

**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 April 17, 2018 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 May 15, 2018

<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	✓			



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 8 AETNA STREET, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN BLOCK 15801 IN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, by Resolution of the Board of Commissioners dated September 19, 2017, 8 Aetna Street, LLC (Argent Ventures/Andrew Penson) was designated Redeveloper for the construction of a mixed use development to contain approximately 280 residential units, ancillary ground floor retail space, and associated parking; and

**WHEREAS**, the site is located at Block 15801, Lots 67, 68, 69 and 70 within the Grand Jersey Redevelopment Area; and

**WHEREAS**, Lots 67, 68, 69 are privately owned and Lot 70 is owned by the City of Jersey City; and

**WHEREAS**, the Board of Commissioners authorized extending the Redeveloper's designation on January 16, 2018 by resolution 18-01-5 and said designation is about to expire on May 18, 2018; and

**WHEREAS**, the parties continue to negotiate the Redevelopment Agreement, and staff deems it appropriate to extend the designation to September 18, 2018.


**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 8 Aetna Street, LLC for the development of property located at Block 15801, Lots 67, 68, 69 and 70 in the Grand Jersey Redevelopment Area is hereby extended to September 18, 2018;
3. This resolution shall take effect immediately.



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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018.

  
 \_\_\_\_\_  
 Secretary

<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 Greene				✓
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE SALE OF AGENCY PROPERTY PURSUANT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND 100 HOBOKEN AVENUE PARTNERS URBAN RENEWAL, LLC**

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) has previously entered into that certain redevelopment agreement with 100 Hoboken Avenue Partners Urban Renewal, LLC (the “**Redeveloper**”) dated June 21, 2016, as amended (collectively, the “**Redevelopment Agreement**”); and

**WHEREAS**, pursuant to the Redevelopment Agreement the Redeveloper proposes to acquire from the Agency that certain Agency property identified as Block 6001, Lot 40, commonly known as 100 Hoboken Avenue, (the “**Agency Parcel**”), located within the Hoboken Avenue Redevelopment Area and governed by the Hoboken Avenue Redevelopment Plan, and to construct thereon a five (5) story structure containing approximately 140 residential units and approximately 140 parking spaces, as further described in the Redevelopment Agreement, (the “**Project**”); and

**WHEREAS**, Section 1.02 and Section 2.06 of the Redevelopment Agreement provide for a credit against the Purchase Price for the Environmental Remediation Cost, in the amount of One Million Five Hundred Thousand Dollar (\$1,500,000.00); and

**WHEREAS**, the Agency wishes to authorize the Executive Director and certain other Agency officials to close on the sale of the Agency Parcel and perform related actions,

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

- Section 1.** The recitals above are hereby incorporated herein as if set forth at length.
- Section 2.** The One Million Five Hundred Thousand Dollar (\$1,500,000.00) Environmental Remediation Cost credit against the Purchase Price is hereby recognized and affirmed.
- Section 3.** (a) The Agency authorizes the Executive Director to execute and deliver the Deed to the Agency Parcel, and any other necessary documents and/or agreements, between the Agency and the Redeveloper together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same and to close on the sale of the Agency Parcel. Said authorization includes accepting any and all associated documents from the Redeveloper, and the

execution and delivery of any documents by the Agency, required to effectuate said sale.

(b) The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Redevelopment Agreement, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

(c) The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director as previously authorized by Resolution No. SP17-05-5 adopted on May 2, 2017.

**Section 4.** This Resolution shall take effect immediately.

  
 \_\_\_\_\_  
 Diana H. Jeffrey, Acting Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of May 15, 2018.

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



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING THE AWARD OF PROFESSIONAL  
SERVICES CONTRACT NUMBER 18-05-SG3 WITH  
ATLANTIC ENVIRONMENTAL SOLUTIONS, INC. FOR  
PROFESSIONAL PRE-DEMOLITION SURVEYS &  
EVALUATIONS AT 14 MARTIN LUTHER KING DRIVE AND  
127 WARNER AVENUE IN THE JACKSON HILL  
REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (N.J.S.A.40A:12A-1 et seq.) the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

**WHEREAS**, the Agency is in need of professional pre-demolition services, including professional asbestos surveys, professional underground storage tank surveys, and professional evaluation of universal wastes, all of which will be overseen by a Licensed Site Remediation Professional and a qualified asbestos building inspector, for property located at 14 Martin Luther King Drive (Block 27002, Lot 17) and 127 Warner Avenue (Block 27001, Lot 9) in the Jackson Hill Redevelopment Area; and

**WHEREAS**, Atlantic Environmental Solutions, Inc., who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on July 21<sup>st</sup>, 2017 in accordance with N.J.S.A. 40A:-20.4 et seq. as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on September 19<sup>th</sup>, 2017 by Resolution of the Board of Commissioners; and

**WHEREAS**, Atlantic Environmental Solutions, Inc. has submitted proposals for professional asbestos surveys, professional underground storage tank surveys, and professional evaluation of universal wastes dated February 16<sup>th</sup>, 2018 in an estimated total amount of \$6,400, which proposals are on file at the Jersey City Redevelopment Agency; and

**WHEREAS**, said contract will be for a term not to exceed one (1) year; and

**WHEREAS**, said services are of a professional nature as to come within the purview of

N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for rendition of professional services that do not require competitive bidding; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Jersey City Redevelopment Agency authorizes entering into contract number 18-05-SG3 with Atlantic Environmental Services, Inc. for an amount of \$6,400 as described herein.

**BE IT FURTHER RESOLVED** that the Chairman, Vice Chairman, Executive Director and/or Secretary of the Agency 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.

  
SECRETARY

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15<sup>th</sup>, 2018.**

<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	✓			



Map for 14 MLK and 127 Warner Re-Borough Sves.

REVISIONS			
DATE	BY	LOG NO	BLOCK LOT
02/28/17	ED O'NEILL	3444	27002 7
02/28/17	ED O'NEILL	3444	27002 8
02/28/17	ED O'NEILL	3444	27002 38



**TAX MAP**  
 CITY OF JERSEY CITY  
 HUDSON COUNTY, NEW JERSEY

**RICHARD A. MORALLE, P.E., P.L.S.**  
 T & M ASSOCIATES  
 11 TINDALL DRIVE  
 NEW JERSEY 07746

THIS MAP HAS BEEN GIVEN A  
 FORMAL CERTIFICATION BY THE  
 DIVISION OF TAXATION ON  
 MAY, 2008, SIGNED  
 BY SANTO C. DIDONATO, C.T.A. AND  
 ASSIGNED SERIAL NUMBER 989

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
 DESIGN SOFTWARE (CAD) AND COMPUTER GENERATED

270

270



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING FAIR MARKET VALUE FOR PROPERTY LOCATED IN BLOCK 10704, LOT 39 AND KNOWN AS 61-63 SIP AVENUE WITHIN THE JOURNAL SQUARE 2060 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 61-63 Sip Avenue in Block 107043, Lot 39 within the Journal Square 2060 Redevelopment Area and which area has been declared an "area in need of redevelopment"; and

**WHEREAS**, the property in question is owned by 61-63 Sip Avenue, LLC; and

**WHEREAS**, the referenced property was appraised by New Jersey Realty Advisory Group, LLC to have a fair market value of \$6,975.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency accepts the valuation of \$6,975.00 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 61-63 Sip Avenue in Block 10704, Lot 39 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 documents necessary to consummate the acquisition of said premises subject to the review and approval of the Agency's General Counsel.

18-05- 7

**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 May 15, 2018.

<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	✓			

L:\AGENDA\May-2018\61-63 SIP AVE-fmv.res.wpd



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE  
EXECUTION OF A REDEVELOPMENT AGREEMENT BETWEEN THE  
JERSEY CITY REDEVELOPMENT AGENCY AND ASH STREET  
PROPERTY, LLC WITHIN THE LAFAYETTE PARK  
REDEVELOPMENT AREA**

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

**WHEREAS**, the Agency was established as an instrumentality of the City of Jersey City (the “**City**”) pursuant to the provisions of the Act, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, in accordance with the criteria set forth in the Act, the City established an area in need of redevelopment commonly known as the Lafayette Park Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the area entitled the Lafayette Park Redevelopment Plan as may be further amended and supplemented from time to time (the “**Redevelopment Plan**”); and

**WHEREAS**, Ash Street Property, LLC (the “**Redeveloper**”) owns that certain property known as Block 17506, Lot 2 on the official tax maps of the City, commonly known as 17-19 Ash Street (the “**Property**”); and

**WHEREAS**, the Property is within the Redevelopment Area and is subject to the Redevelopment Plan; and

**WHEREAS**, by Resolution numbered 17-11-11 dated November 21, 2017, the Agency designated the Redeveloper as redeveloper of the Property for construction of a mixed-use residential building on the Property, which designation was extended by Resolution numbered 18-03-11, dated March 20, 2018; and

**WHEREAS**, the Redeveloper is a limited liability company with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to effectuate the redevelopment of the Property in accordance with the Redevelopment Plan; and

**WHEREAS**, it is in the Agency’s best interests to enter into a redevelopment agreement with the Redeveloper for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the project upon the Property, all in accordance with any planning approvals, the



Redevelopment Plan, applicable law and the terms and conditions of the Redevelopment Agreement hereinafter set forth.

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

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

**Section 2.** The Executive Director is hereby authorized to execute the Redevelopment Agreement, in substantially the form as is on file at the Clerk's Office, together with such additions, deletions and modifications thereto as may be necessary or desirable in consultation with counsel and any and all other documents necessary to effectuate this Resolution subject to the review and approval of counsel.

**Section 3.** The Chairman, Vice Chairman, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

**Section 4.** This Resolution shall take effect immediately.

  
 \_\_\_\_\_  
 Diana H. Jeffrey, Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of May 15, 2018.

<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.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND 160 LAFAYETTE ASSOCIATES, LP FOR PROPERTY LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency previously entered into that certain redevelopment agreement with 160 Lafayette Associates, LP (the “**Redeveloper**”) dated January 29, 2018 (the “**Redevelopment Agreement**”); and

**WHEREAS**, pursuant to the Redevelopment Agreement the Redeveloper proposes to undertake site work on that certain property identified as Block 17301, Lot 12 on the official tax map of the City of Jersey City (the “**Premises**”), located within the Morris Canal Redevelopment Area and governed by the Morris Canal Redevelopment Plan, and to construct thereon a 330-unit mixed-income development including 230 affordable housing units and 100 market-rate units (as further described in the Redevelopment Agreement, the “**Project**”); and

**WHEREAS**, the Redeveloper has requested an amendment to Section 7.03 of the Redevelopment Agreement (the “**Permitted Transfers**”), an amendment to Schedule C of the Redevelopment Agreement (the “**Construction Timetable**”) and other minor revisions associated therewith (collectively, the “**Amendment**”); and

**WHEREAS**, after review and consideration of this matter, the Agency wishes to authorize the execution of the Amendment.

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

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

**Section 2.** The Agency hereby authorizes the amendment of the Construction Timetable, the Permitted Transfers, and other associated provisions of the Redevelopment Agreement as needed.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Amendment and any and all other documents necessary to effectuate this Resolution subject to the review and approval of the Agency’s Counsel.

**Section 4.** The Chairman, Vice-Chairman, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Amendment and this Resolution.

**Section 5.** This Resolution shall take effect immediately.

  
\_\_\_\_\_  
Diana H. Jeffrey, Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of May 15, 2018.

<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.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES  
CONTRACT NUMBER 18-05-BD5 WITH CME ASSOCIATES FOR  
ENGINEERING AND ARCHITECTURAL SERVICES FOR THE BERRY LANE  
PROJECT IN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objective of the local Redevelopment and Housing Law (N.J.S.A.40A:12A-1 et seq.) the Jersey City Redevelopment Agency (the "Agency") requires the services of a professional consulting company from time to time; and

**WHEREAS**, Agency has a need to obtain professional engineering and architectural consulting services for the construction of the Pavilion (Phase V) of the Berry Lane Park (the "Project") in the Morris Canal Redevelopment Area; and

**WHEREAS**, CME Associates ("CME") has submitted a proposal to provide said services for the project, dated May 4, 2018, for a contract amount not to exceed \$135,458.00; and

**WHEREAS**, Agency staff recommends entering into said contract, for a term of one (1) year to expire on May 21, 2019, for said amount in CME's proposal dated May 4, 2018; and

**WHEREAS**, the cost of said services will be paid for by grants and capital funds provided by the City of Jersey City; and

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

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

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

1. The above recitals are hereby incorporated herein as if set forth at length;
2. The Board of Commissioners authorize Profession Services Contract No. 18-05-BD5 with CME Associates;
3. This resolution shall take effect immediately.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018.

  
 \_\_\_\_\_  
 Secretary

<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. Green				✓
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			





JOHN H. ALLGAIR, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
JOHN J. STEFANI, PE, LS, PP, CME  
JAY B. CORNELL, PE, PP, CME  
MICHAEL J. McCLELLAND, PE, PP, CME  
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME  
BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

May 4, 2018

Jersey City Redevelopment Agency  
66 York Street – 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

Attn: Diana Jeffrey  
Acting Executive Director

**RE: Proposal for Professional Services for the  
Berry Lane Park Pavilion Building  
Jersey City, New Jersey  
Our File: PJC00200.01**

Dear Ms. Jeffrey:

Thank you for considering our firm for the above referenced work and allowing us to submit a proposal for the professional services associated with the preparation of a frontend specification and packaging of same with bid plans and technical specification that have been prepared by, and designed, by others, for a full bid package that will utilized by the Jersey City Redevelopment Agency (JCRA) to advertise this project for receipt of bids. Our professional services proposal also includes bid phase and construction administration phase services for the Berry Lane Park Pavilion Building improvements.

#### Introduction

We wish to thank you for your consideration of CME Associates for Professional Engineering Services, as required, for the above referenced project. We feel that our firm and staff possess the resources, experience and expertise necessary to successfully render these types of services in a cost-effective manner.

CME Associates takes great pride in its commitment to personal service and its ability to successfully address its client's interest. We possess a high degree of familiarity with this type of project and feel confident in our firm's ability to address your concerns. We would welcome the opportunity of working with the Redevelopment Agency and trust the information as contained herein addresses your needs.

We have reviewed the construction plans, specifications, and other associated information that you provided to familiarize ourselves with the existing conditions of the site.

As you are aware, VJ Associates estimates the construction cost of this project to be \$1,884,916.00, per their Basis of Estimate prepared on July 17, 2015 with a latest revision date of August 20, 2015. Since the estimate is several years old, the actual construction cost may be higher.





Proposal to Ms. Jeffrey  
May 4, 2018  
Page 2

### Contract Documents Preparation Phase and Bid Phase Services

As part of this proposal, CME Associates will be responsible for the following:

1. Preparation of a frontend specification, utilizing the typical CME Associates format.
2. JCRA shall provide CME Associates with final signed and sealed Berry Lane Park Pavilion bid plan and construction sets, respectively, including but not limited to Architectural plan sheets, Civil & Landscape plan sheets, Structural plan sheets and MEP plan sheets required for the full construction of the Pavilion and associated improvements.
3. JCRA shall provide CME Associates with final technical specifications for all proposed improvements, including but not limited to architectural, civil, landscaping and MEP disciplines.
4. JCRA's design professionals shall provide CME Associates with a bid proposal form.
5. JCRA's design professionals shall provide CME Associates with the anticipated contract time for substantial and final completion.
6. RFI's answers, as required, during bidding process shall be supplied by JCRA's design professionals and sent to CME Associates. CME Associates will coordinate and process responses, as required.
7. CME Associates will provide this work for the preparation of Contract Documents and Bid Phase Services on an hourly basis with an estimated cost not to exceed as listed below.

### Construction Administration Phase Services

Our proposal will include construction administration services necessary for the Pavilion building and improvements as detailed on the construction plans and in the contract documents. As part of this proposal, CME Associates will be responsible for the following:

1. Provide the necessary Construction Administration Phase Services including providing full-time, when deemed necessary by CME Associates, and part time on-site observation services for the duration of the construction contract.
2. Observe and monitor the work of the Contractor and Subcontractor(s) so that it conforms to the provisions of the contract plans and specifications.
3. Review and comment on Civil shop drawing submissions by the Contractor.
4. Coordination with MEP and Architectural sub-consultants for respective RFI and shop drawing reviews, per respective discipline, as required.



Proposal to Ms. Jeffrey  
May 4, 2018  
Page 3

5. Prepare monthly pay estimates, as requested by the Contractor, and a final pay estimate and change order at the conclusion of the project.
6. Review Contractor's work at substantial completion and prepare punchlist for project.

→ It is our understanding that both Marvel Architects and Barone Engineering may have existing contracts with the JCRA for construction administration. Our office recommends utilizing both firms during the construction administration phase of the project due to their intimate knowledge of the design of the project. If requested we will retain them as sub-consultants and have included their work in our proposal estimates contained herein.

### Project Schedule

The Construction Administration phase services for the project are based on an anticipated contract time of four and a half (4.5) months, as noted on the documents provided to this office. However, Construction Administration Phase Services will be invoiced based upon our hourly rate schedule on file with the Redevelopment Agency for the actual hours required to perform same.

Our prices shall be firm until January 1, 2019, after which they may be subject to re-negotiation. Invoices shall be paid within thirty (30) days of presentation of same.

### Cost Proposal

Our firm has the capabilities of providing the necessary engineering services associated with the project. Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for the various tasks for the above referenced project.

• Bid Preparation Services	\$ 9,796.00
• Bid Phase Services	\$ 3,640.00
• Construction Administration Phase Services	\$ 89,038.00
• Marvel Architects Construction Administration Services	\$ 29,684.00
• Barone Engineering Associates, LLC, MEP Construction Administration Services	\$ 3,300.00
	<u>Total: \$135,458.00</u>

Our Bid Phase proposal cost is for one (1) bidding process. If the Redevelopment Agency must bid the project again, we can provide those services based on our hourly rate schedule on file with the JCRA for the actual hours required to perform same.

Bi-weekly meetings are not anticipated for administration of this project. However, if same becomes necessary, we can provide these services based on our hourly rate schedule and the actual time necessary to provide these services.





Proposal to Ms. Jeffrey  
May 4, 2018  
Page 4

This proposal does not include survey phase services, including but not limited to project layout and as-built services in this proposal. If same are requested by the JCRA, we will provide these services based on our hourly rate schedule and the actual time necessary to provide these services.

It appears at this time that right-of-way acquisition will not be necessary to install the proposed improvements. However, if same becomes necessary, we will prepare a general property acquisition map, if required, and any required individual property acquisition sketches and accompanying metes and bounds descriptions to be utilized by the JCRA Attorney to acquire the necessary right-of-way. We will provide these services, if required, based on our hourly rate schedule and the actual time necessary to provide these services.

This proposal does not include any environmental scope of services that may be necessary as part of the construction/remediation associated with the pavilion building construction and it is our understanding that the RAO will be provided by the LSRP of record after completion of the project. If environmental scope of services are required, we can provide these services based upon our attached Environmental Engineering and LSRP Services hourly rate schedule and the actual time necessary to provide these services.

Please note, the scope of our service will not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air on or below or around this site, or on any property effected by the construction of the project. In addition, the scope of our service will not include any environmental assessment for the presence or absence of wetlands on or around this site since this project is located in the center of an existing park that has already been developed and these services are no necessary.

Our proposal does not include preparation or obtaining of any local or state permits. It is our understanding that same are being obtained by the JCRA design professionals.

Thanks again for permitting our firm to submit this proposal, and we look forward to serving your municipality. Should you have any questions regarding this matter, do not hesitate to contact this office.

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/dm  
Enclosure

cc: Joseph Baumann, MSBNJ





**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JUNE 30, 2018**

Senior Project Manager.....	\$170.00 Per Hour
Project Manager .....	\$169.00 Per Hour
Project Leader .....	\$168.00 Per Hour
Professional Engineer .....	\$167.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$155.00 Per Hour
Senior Engineering Technician.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician .....	\$137.00 Per Hour
Professional Land Surveyor .....	\$173.00 Per Hour
Land Surveyor .....	\$144.00 Per Hour
Robotic Total Station .....	\$ 66.00 Per Hour
Party Chief.....	\$124.00 Per Hour
Survey Technician.....	\$120.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$142.00 Per Hour
Chief Construction Technician.....	\$139.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$131.00 Per Hour
Technical Assistant.....	\$ 98.00 Per Hour
Senior CADD Technician.....	\$148.00 Per Hour
Licensed Landscape Architect.....	\$144.00 Per Hour
Senior Landscape Designer.....	\$135.00 Per Hour
Certified Tree Expert .....	\$121.00 Per Hour
Landscape Designer.....	\$111.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner .....	\$160.00 Per Hour
Project Planner.....	\$152.00 Per Hour
Planning Technician .....	\$143.00 Per Hour
Partner.....	\$188.00 Per Hour
Principal.....	\$178.00 Per Hour
Managing Partner/Administrative Partner.....	\$199.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule.

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

**Standard of Care** - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

**Contaminated Material** - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





**ENVIRONMENTAL ENGINEERING AND LSRP SERVICES  
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2019**

Senior Project Manager .....	\$186.00 Per Hour
Project Manager .....	\$180.00 Per Hour
Project Leader .....	\$178.00 Per Hour
Professional Engineer .....	\$174.00 Per Hour
Senior Project Engineer.....	\$166.00 Per Hour
Senior Project Scientist .....	\$165.00 Per Hour
Project Engineer/Scientist I .....	\$165.00 Per Hour
Project Engineer/Scientist II .....	\$152.00 Per Hour
Project Engineer .....	\$149.00 Per Hour
Project Engineer/Scientist III .....	\$146.00 Per Hour
Project Scientist.....	\$146.00 Per Hour
Project Engineer/Scientist IV .....	\$133.00 Per Hour
Senior Design Engineer.....	\$151.00 Per Hour
Staff Scientist.....	\$122.00 Per Hour
Senior Field Engineer/Geologist.....	\$150.00 Per Hour
Field Engineer/Geologist .....	\$133.00 Per Hour
Staff Geologist.....	\$122.00 Per Hour
Design Engineer .....	\$119.00 Per Hour
Senior Engineering Technician.....	\$110.00 Per Hour
Environmental Technician .....	\$102.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$106.00 Per Hour
Professional Land Surveyor .....	\$164.00 Per Hour
Land Surveyor .....	\$141.00 Per Hour
RoboticTotal Station .....	\$ 65.00 Per Hour
Party Chief.....	\$119.00 Per Hour
Survey Technician.....	\$ 94.00 Per Hour
Resident Engineer .....	\$142.00 Per Hour
Chief Construction Engineer.....	\$133.00 Per Hour
Senior Construction Engineer.....	\$111.00 Per Hour
Construction Engineer .....	\$108.00 Per Hour
Chief Construction Technician.....	\$ 93.00 Per Hour
Senior Construction Technician.....	\$ 83.00 Per Hour
Construction Technician .....	\$ 77.00 Per Hour
Technical Assistant.....	\$ 85.00 Per Hour
Senior CADD Technician.....	\$118.00 Per Hour
Licensed Landscape Architect.....	\$159.00 Per Hour
Senior Landscape Designer .....	\$142.00 Per Hour
Certified Tree Expert .....	\$127.00 Per Hour
Landscape Designer.....	\$113.00 Per Hour
Director of Planning .....	\$168.00 Per Hour
Professional Planner .....	\$166.00 Per Hour
Project Planner .....	\$142.00 Per Hour
Planning Technician .....	\$117.00 Per Hour
Partner.....	\$207.00 Per Hour
Principal/Environmental.....	\$207.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

**Invoices** - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent.







Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Limitations of Liability - In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination by Client, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME with respect to unpaid services.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NUMBER 18-05-BD6 WITH TANNER CONSULTING GROUP FOR EXTRAORDINARY AND UNSPECIFIABLE SERVICES FOR BERRY LANE PARK 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**, Tanner Consulting Group (TCG) is a Baseball Trajectory Study and Netting expert; and

**WHEREAS**, TCG completed a Baseball Trajectory Study for the baseball field at Berry Lane Park; and

**WHEREAS**, the Agency needs additional engineering and support services to facilitate the installation of netting for the baseball field at Berry Lane Park; and

**WHEREAS**, The Agency's staff recommends entering into contract number 18-05-BD6 in the amount not to exceed \$7,500 for said services; and

**WHEREAS**, said contract will be for a term not to exceed of (1) one year to expire on May 21, 2019; and

**WHEREAS**, funds for the work have been provided by the City of Jersey City to the Agency; and

**WHEREAS**, said scope of services are of a specialized and qualitative nature requiring expertise, extensive training, and proven reputation in the field of endeavor as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii) as being a contract for rendition of extraordinary unspecifiable services that do not require public bidding as certified to in the annexed declaration; and

**WHEREAS**, notice of the award of this contract shall be published in a newspaper of

Resolution No. 18-05- 11

general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(ii).

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

1. The above recitals are hereby incorporated herein as if set forth at length;
2. The Board of Commissioners authorize Contract No. 18-05-BD6 with Tanner Consultant Group (TCG);
3. This resolution shall take effect immediately.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018.

Secretary 

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



**STANDARD CERTIFICATION DECLARATION FOR AN EXTRAORDINARY UNSPECIFIABLE SERVICE**

TO: Members of the Governing Body

FROM: Benjamin Delisle

DATE: 05/11/2018

SUBJECT: This is a contract for Tanner Consulting Group (TCG)

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Tanner Consulting Group (TCG)

Cost: \$ 7,500

Duration: ONE (1) YEAR

Purpose: To Provide Consulting Services Regarding the Netting of the Berry Lane Baseball Field.

This is to request an award of a contract without the receipt of formal bids as an Extraordinary Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

**1. Provide a clear description of the nature of the work to be done.** See "Purpose" above

**2. Describe in detail why the contract meets the provisions of the statute and rules:**

The scope of services requires the provider in part to serve as a specialist in the field of Baseball Trajectory Analysis, to be used in the design of protective netting, for the Agency. The provider's proven track record in this specified field throughout New Jersey and the country was a critical factor to the Agency. The services are best described as a niche market, specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of Baseball Safety Netting services as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii), a contract for rendition of extraordinary unspecifiable services. In addition, the work will be performed by in-house and/or subcontracted professional staff that may include Professional Engineers, which also qualifies for an exemption from bidding.

**3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:** See response to #2

**4. Describe the informal solicitation of quotations:**

Tanner provided services to the Agency last year – this contract is to provide continuing services

**5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

  
Benjamin Delisle

Director of Development  
Title

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE OPERATION AND MAINTENANCE OF BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the "Agency") and the City of Jersey City (the "City") entered into a Cooperation Agreement on June 2, 2016 for the maintenance and operations of the Berry Lane Park (the "Property") while the Agency completes the final required tasks prior to the transfer of the Property to the City; and

**WHEREAS**, Berry Lane Park is now open for public use and enjoyment within the Morris Canal Redevelopment Area; and

**WHEREAS**, said agreement defined City's scope of services to provide for the maintenance and operations of the park while the Agency completes the final required tasks; and

**WHEREAS**, said agreement defined the Agency's scope of service to complete the remaining construction of the park, which includes Phase V (the Pavilion), Phase VI (the Skate Park) and complete all remaining environmental tasks; and

**WHEREAS**, the Agency's tasks, per the Cooperation Agreement have not yet been completed; and

**WHEREAS**, the Agency shall transfer title of the Park back to the City within thirty (30) days of completion of environmental tasks; and

**WHEREAS**, said agreement expires on June 21, 2018; and

**WHEREAS**, the Agency and the City find it mutually beneficial and in the public interest to enter into a new cooperation agreement for the operation and maintenance of Berry Lane Park, pending the transfer of title to the City; and

**WHEREAS**, the City has the necessary personnel, programs, and equipment and is willing to operate and maintain the park; and

**WHEREAS**, the term of the Cooperation Agreement will be for a period of one (1) year, to expire on June 18, 2019.

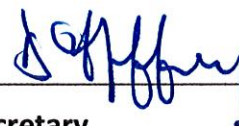


**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

1. The above recitals are hereby incorporated herein as if set forth at length;
2. A Cooperation Agreement will be entered into for the purpose of operations and maintenance of Berry Lane Park for a period of 1 year , expiring on June 18, 2019;
3. This resolution shall take effect immediately.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018.



Secretary

<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.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING PROFESSIONAL SERVICES AGREEMENT No. 18-05-PAO1 NUNC PRO TUNC WITH COONEY BOVASSO REALTY ADVISORS, INC FOR APPRAISAL SERVICES IN VARIOUS REDEVELOPMENT AREAS CITY-WIDE**

**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**, Cooney Bovasso Realty Advisors, LLC, who responded to the Request for Qualifications for Appraisal Services which the Agency published on April 18, 2016 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on May 15, 2016, by Resolution of the Board of Commissioners; and

**WHEREAS**, on January 2016 The Agency entered into a Professional Services contract (16-12-PA02) with Cooney Bovasso Realty Advisors, LLC for a term of one year, which expired on December 2017; and

**WHEREAS**, Cooney Bovasso Realty Advisors, LLC has an unexpended balance on Contract 16-12-PA02 for professional appraisal services in the amount not to exceed \$59,475.00; and

**WHEREAS**, this contract 18-05-PAO1 for a term of one (1) year, dating back nunc pro tunc to January 2018, expiring December 2018; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.18-05-PAO1 with Cooney Bovasso Realty Advisors, LLC in an amount not to exceed \$59,475.00 be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

**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 May 15, 2018.**

<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 Greene				✓
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING PROFESSIONAL SERVICES AGREEMENT No. 18-05-PAO2 NUNC PRO TUNC WITH INTEGRA REALTY RESOURCES FOR APPRAISAL SERVICES IN VARIOUS REDEVELOPMENT AREAS CITY-WIDE**

**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**, Integra Realty Resources, formally known as Value Research Group, LLC, who responded to the Request for Qualifications for Appraisal Services which the Agency published on April 18, 2016 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on May 17, 2016, by Resolution of the Board of Commissioners; and

**WHEREAS**, on August 2016 the Agency entered into a Professional Services Contract (16-08-PAO1) with Value Research Group, LLC (now Integra Realty Resources) for a term of one year, which expired on July 2017; and

**WHEREAS**, Integra Realty Resources has an unexpended balance on contract 16-08-PAO1 for professional appraisal services in the amount not to exceed \$34,187.00; and

**WHEREAS**, this contract 18-05-PAO2 is one (1) year, dating back nunc pro tunc to August 2017, expiring July 2018; and

**WHEREAS**, the cost of the work will be paid by redeveloper escrow given to the Agency for this purpose; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.18-05-PAO2 with Integra Realty Resources in an amount not to exceed \$34,1870.00 be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

**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 May 15, 2018.**

<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 Greene				✓
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AN AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT No. 18-01-DJ4 WITH ARCHER &  
GREINER, P.C. FOR SPECIAL LEGAL COUNSEL  
SERVICES IN VARIOUS REDEVELOPMENT AREAS CITY-  
WIDE**

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

**WHEREAS**, at its meeting dated January 16, 2018, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 18-01-DJ4 with the Law Firm of Archer & Greiner, P.C., within the purview of N.J.S.A. 40A:11-5(1)(a)(I); and

**WHEREAS**, the parties are desirous of amending Agreement No. 18-01-DJ4, in the amount of \$100,000.00 for a new total contract amount of \$150,000.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 18-01-DJ4 with the law firm of Archer & Greiner, P.C..



**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 May 15, 2018.**

<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.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AN AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT No. 18-01-DJ9 WITH  
McMANIMON, SCOTLAND & BAUMANN, LLC FOR  
SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS  
REDEVELOPMENT AREAS CITY-WIDE**

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

**WHEREAS**, at its meeting dated January 16, 2018, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 18-01-DJ9 with the Law Firm of McManimon, Scotland & Baumann, LLC, within the purview of N.J.S.A. 40A:11-5(1)(a)(I),; and

**WHEREAS**, the parties are desirous of amending Agreement No. 18-01-DJ9, in the amount of \$100,000.00 for a new total contract amount of \$150,000.00

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to the Agency to enter into an amendment of Professional Services Agreement No. 18-01-DJ9 with the law firm of McManimon, Scotland & Baumann, LLC.

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

Secretary 

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018**

<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.	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT EXTENDING THE TERM NUNC PRO TUNC FROM APRIL 19, 2018 TO MAY 21, 2019 TO CONTRACT NUMBER 16-12-BD10 AND CORRECTING RESOLUTION 16-12-23 WITH CME ASSOCIATES AS PROFESSIONAL SERVICES**

**WHEREAS**, the Board of Commissioners authorized contract 16-12-BD10 on December 20, 2016 for an amount not to exceed \$38,891.00 to conduct an environmental Preliminary Assessment/Phase 1 and an Environmental Site Assessment on Block 26704, Lot 5, Block 26704, Lot 4, Block 27804 Lot 13, Block 28401, Lot 40 as part of the Morris Canal Greenway section through Country Village, and said contract was executed on January 11, 2016; and

**WHEREAS**, the Board of Commissioners authorized a first amendment to said contract on April 18, 2017 for additional services, per CME's proposal dated April 5, 2017, for a new contract amount not to exceed \$42,391.00 and extend the term of the contract for an additional term of one (1) year to expire on April 18, 2018; and

**WHEREAS**, a clerical error was discovered in resolution 16-12-23; and

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

**WHEREAS**, CME has not been able to complete the site investigation due to site access issues; and

**WHEREAS**, the Agency desires to extend the term of the contract for an additional one (1) year term nunc pro tunc commencing April 19, 2018 to expire on May 21, 2019 with no change in the amended contract amount of \$42,391.00, as this relates to continuing the scope of services under the original contract; and

**WHEREAS**, CME will provide a new Pay to Play Certification, pursuant to law; and

**WHEREAS**, funds for the work will be provided by a Brownfields Assessment grant awarded to the Agency by the US Environmental Protection Agency; and

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

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

1. The above recitals are hereby incorporated herein as if set forth at length;
2. The Board of Commissioners authorize a Second Amendment to Contract Number 16-12-BD10 with CME Associates;
3. Contract 16-12-BD10 be corrected to reflect it as a Professional Services contact awarded in accordance with N.J.S.A. 40A:11-5(1)(a)(I);
4. This resolution shall take effect immediately.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 15, 2018.

  
 \_\_\_\_\_  
 Secretary

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



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF MAY 15th, 2018**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of May 15, 2018.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of May 15, 2018 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 May 15, 2018.

<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
COMCAST	5/15/2018	4/15/2018	665	Ocean Ave Business Internet	\$146.76	\$0.00		\$146.76
COMCAST	5/15/2018	4/28/2018	66	York St Comcast Business Cable	\$147.28	\$0.00		\$147.28
				<b>Totals for COMCAST:</b>	<b>\$294.04</b>	<b>\$0.00</b>		<b>\$294.04</b>
<b>COSTAR REALTY INFORMATION, INC.</b>								
COSTAR REALTY INFORMATION, I	5/15/2018	5/4/2018	106476898-1A	Real Estate Data Base	\$435.00	\$0.00		\$435.00
				<b>Totals for COSTAR REALTY INFORMATION, INC.:</b>	<b>\$435.00</b>	<b>\$0.00</b>		<b>\$435.00</b>
<b>CRYSTAL POINT CONDOMINIUM ASSOC.</b>								
CRYSTAL POINT CONDOMINIUM A	5/15/2018	5/8/2018	June	Monthly Maintenance Fee	\$149.53	\$0.00		\$149.53
				<b>Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:</b>	<b>\$149.53</b>	<b>\$0.00</b>		<b>\$149.53</b>
<b>DAVISON, EASTMAN &amp; MUNOZ, PA</b>								
DAVISON, EASTMAN & MUNOZ, PA	5/15/2018	3/2/2018	353331	Legal Services - Barnabus Health	\$1,462.50	\$0.00		\$1,462.50
DAVISON, EASTMAN & MUNOZ, PA	5/15/2018	3/2/2018	353330	Legal Services - Bayfront Redevelopment LL	\$65.00	\$0.00		\$65.00
				<b>Totals for DAVISON, EASTMAN &amp; MUNOZ, PA:</b>	<b>\$1,527.50</b>	<b>\$0.00</b>		<b>\$1,527.50</b>
<b>DIANA JEFFREY</b>								
DIANA JEFFREY	5/15/2018	4/30/2018		Reimbursement	\$719.00	\$0.00		\$719.00
				<b>Totals for DIANA JEFFREY:</b>	<b>\$719.00</b>	<b>\$0.00</b>		<b>\$719.00</b>
<b>DRESDNER ROBIN ENVIRON MGMT</b>								
DRESDNER ROBIN ENVIRON MGMT	5/15/2018	4/23/2018	11985	Environmental Services - Berry Lane Park	\$14,252.25	\$0.00		\$14,252.25
DRESDNER ROBIN ENVIRON MGMT	5/15/2018	4/23/2018	11986	Environmental Services - Berry Lane Park	\$14,761.30	\$0.00		\$14,761.30
				<b>Totals for DRESDNER ROBIN ENVIRON MGMT:</b>	<b>\$29,013.55</b>	<b>\$0.00</b>		<b>\$29,013.55</b>
<b>ELIZABETH VASQUEZ</b>								
ELIZABETH VASQUEZ	5/15/2018	4/18/2018		Travel	\$58.33	\$0.00		\$58.33
				<b>Totals for ELIZABETH VASQUEZ:</b>	<b>\$58.33</b>	<b>\$0.00</b>		<b>\$58.33</b>
<b>ENGENUITY INFRASTRUCTURE, LLC</b>								
ENGENUITY INFRASTRUCTURE, L	5/15/2018	4/30/2018	SI-74	Consulting Engineering - Canal Crossing	\$2,436.15	\$0.00		\$2,436.15
				<b>Totals for ENGENUITY INFRASTRUCTURE, LLC:</b>	<b>\$2,436.15</b>	<b>\$0.00</b>		<b>\$2,436.15</b>
<b>ERIC M. BERNSTEIN &amp; ASSOCIATES, LLC</b>								
ERIC M. BERNSTEIN & ASSOCIATES	5/15/2018	5/3/2018	52941	Legal Services - Berry Lane Park	\$2,082.50	\$0.00		\$2,082.50
				<b>Totals for ERIC M. BERNSTEIN &amp; ASSOCIATES, LLC:</b>	<b>\$2,082.50</b>	<b>\$0.00</b>		<b>\$2,082.50</b>
<b>GLUCK WALRATH LLP</b>								
GLUCK WALRATH LLP	5/15/2018	4/6/2018	39551	Legal Services - Journal Sq	\$490.00	\$0.00		\$490.00
				<b>Totals for GLUCK WALRATH LLP:</b>	<b>\$490.00</b>	<b>\$0.00</b>		<b>\$490.00</b>
<b>HUDSON REALTY ABSTRACT CO.</b>								
HUDSON REALTY ABSTRACT CO.	5/15/2018	4/25/2018	HR32874	Tax Search - 182 Claremont Avenue	\$310.00	\$0.00		\$310.00
				<b>Totals for HUDSON REALTY ABSTRACT CO.:</b>	<b>\$310.00</b>	<b>\$0.00</b>		<b>\$310.00</b>



# 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
HUDSON REPORTER ASSOC. LP	5/15/2018	4/30/2018	1695	Public Notice - Bd Meeting	\$88.20	\$0.00		\$88.20
<i>Totals for HUDSON REPORTER ASSOC. LP:</i>					\$88.20	\$0.00		\$88.20
IN-LINE AIR CONDITIONING CO.,	5/15/2018	4/9/2018	0000047590	Betz-Cerc - Repaired 2 Bad Controllers	\$1,990.00	\$0.00		\$1,990.00
<i>Totals for IN-LINE AIR CONDITIONING CO.,:</i>					\$1,990.00	\$0.00		\$1,990.00
J & B LANDSCAPE, INC.	5/15/2018	4/19/2018	27182	Betz - Monthly Maintenance	\$1,097.50	\$0.00		\$1,097.50
<i>Totals for J &amp; B LANDSCAPE, INC.:</i>					\$1,097.50	\$0.00		\$1,097.50
JC MUNICIPAL UTILITIES AUTHORI	5/15/2018	4/18/2018	665 Ocean	Water & Sewer Charges - Acct #30306348540	\$191.32	\$0.00		\$191.32
<i>Totals for JC MUNICIPAL UTILITIES AUTHORI:</i>					\$191.32	\$0.00		\$191.32
JOHNNY ON THE SPOT, LLC	5/15/2018	4/20/2018	0000439879	Berry Lane Park - 1000 Garfield Avenue	\$404.60	\$0.00		\$404.60
JOHNNY ON THE SPOT, LLC	5/15/2018	4/11/2018	0000436427	Berry Lane Park - 1000 Garfield Avenue	\$244.53	\$0.00		\$244.53
<i>Totals for JOHNNY ON THE SPOT, LLC:</i>					\$649.13	\$0.00		\$649.13
MARIA E. AGUILAR-AMBROSSI	5/15/2018	4/24/2018	Reimbursement	Dental for Self	\$90.00	\$0.00		\$90.00
<i>Totals for MARIA E. AGUILAR-AMBROSSI:</i>					\$90.00	\$0.00		\$90.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	5/15/2018	4/23/2018	153591	Legal Services - Jersey Ave Statco Bldg	\$10,261.60	\$0.00		\$10,261.60
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152343	Legal Services - Lowes Theatre - NMTC	\$430.08	\$0.00		\$430.08
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152358	Legal Services - TRFDP Jackson Green	\$390.00	\$0.00		\$390.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153602	Legal Services - Hampshire	\$7,820.16	\$0.00		\$7,820.16
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153582	Legal Services - PPG Redevelopment	\$3,265.92	\$0.00		\$3,265.92
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153587	Legal Services - 100 Hoboken	\$2,910.00	\$0.00		\$2,910.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153600	Legal Services - Aetna/Momnouth	\$9,360.00	\$0.00		\$9,360.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153595	Legal Services - 8 Aetna	\$4,470.00	\$0.00		\$4,470.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152357	Legal Services - Argent/Aetna	\$930.00	\$0.00		\$930.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153585	Legal Services - Argent/Venture/Johnston Vie	\$11,074.36	\$0.00		\$11,074.36
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152349	Legal Services - Argent Venture/Johnston Vie	\$18,803.71	\$0.00		\$18,803.71
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152348	Legal Services - 101 Newkirk	\$750.00	\$0.00		\$750.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152352	Legal Services - Whitlock Mills	\$270.00	\$0.00		\$270.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153592	Legal Services - 17-19 Ash Street	\$2,070.00	\$0.00		\$2,070.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152347	Legal Services - 125 Monitor St	\$1,470.00	\$0.00		\$1,470.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152344	Legal Services - China Construction America	\$1,170.00	\$0.00		\$1,170.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152351	Legal Services - One Journal Sq RABS	\$30.00	\$0.00		\$30.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153581	Legal Services - China Construction America	\$2,040.75	\$0.00		\$2,040.75
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	152553	Legal Services - Johnston View	\$510.00	\$0.00		\$510.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153586	Legal Services - Journal Sq/Kushner	\$2,100.00	\$0.00		\$2,100.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153596	Legal Services - Bayfront/Honeywell	\$1,440.00	\$0.00		\$1,440.00



## 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
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153593	Legal Services - Powerhouse Project	\$1,120.00	\$0.00		\$1,120.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153589	Legal Services - West Campus - Claremont 2	\$1,080.00	\$0.00		\$1,080.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153588	Legal Services - 25 Pathside	\$9,817.50	\$0.00		\$9,817.50
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153584	Legal Services - 125 Montior St	\$2,515.87	\$0.00		\$2,515.87
MCMANIMON, SCOTLAND & BAU	5/15/2018	2/22/2018	153356	Legal Services - West Campus KKF 5B	\$930.00	\$0.00		\$930.00
MCMANIMON, SCOTLAND & BAU	5/15/2018	4/23/2018	153590	Legal Services - West Campus KKF1	\$1,080.00	\$0.00		\$1,080.00
				<b>Totals for MCMANIMON, SCOTLAND &amp; BAUMANN, LLC:</b>	<b>\$98,109.95</b>	<b>\$0.00</b>		<b>\$98,109.95</b>
<b>METLIFE</b>								
METLIFE	5/15/2018	5/11/2018	6/1/18	Deferred Salary Per Attached	\$775.00	\$0.00		\$775.00
METLIFE	5/15/2018	5/11/2018	6/15/18	Deferred Salary Per Attached	\$775.00	\$0.00		\$775.00
				<b>Totals for METLIFE:</b>	<b>\$1,550.00</b>	<b>\$0.00</b>		<b>\$1,550.00</b>
<b>MLK Urban Renewal JV Partnership</b>								
MLK Urban Renewal JV Partnership	5/15/2018	5/11/2018	May	HUB Rent Pymt for City of Jersey City	\$2,201.46	\$0.00		\$2,201.46
				<b>Totals for MLK Urban Renewal JV Partnership:</b>	<b>\$2,201.46</b>	<b>\$0.00</b>		<b>\$2,201.46</b>
<b>MODULAR SPACE CORPORATION</b>								
MODULAR SPACE CORPORATION	5/15/2018	4/18/2018	502410824	Trailer Rental - BLP	\$598.75	\$0.00		\$598.75
				<b>Totals for MODULAR SPACE CORPORATION:</b>	<b>\$598.75</b>	<b>\$0.00</b>		<b>\$598.75</b>
<b>MOISHE'S MOVING SYSTEMS</b>								
MOISHE'S MOVING SYSTEMS	5/15/2018	5/8/2018	June	Storage Space at Dey Street	\$700.00	\$0.00		\$700.00
				<b>Totals for MOISHE'S MOVING SYSTEMS:</b>	<b>\$700.00</b>	<b>\$0.00</b>		<b>\$700.00</b>
<b>NW FINANCIAL GROUP, LLC</b>								
NW FINANCIAL GROUP, LLC	5/15/2018	3/31/2018	23924	Financial Advisory Svcs - Bayfront	\$5,270.00	\$0.00		\$5,270.00
				<b>Totals for NW FINANCIAL GROUP, LLC:</b>	<b>\$5,270.00</b>	<b>\$0.00</b>		<b>\$5,270.00</b>
<b>PETROCCI AGENCY, LLC</b>								
PETROCCI AGENCY, LLC	5/15/2018	5/3/2018	Insurance	Renewal Premium/Liability	\$117,715.00	\$0.00		\$117,715.00
				<b>Totals for PETROCCI AGENCY, LLC:</b>	<b>\$117,715.00</b>	<b>\$0.00</b>		<b>\$117,715.00</b>
<b>SOLUTIONS PEST &amp; LAWN</b>								
SOLUTIONS PEST & LAWN	5/15/2018	4/25/2018	PASA-73844	Treemate Select - Berry Lane Park	\$6,107.00	\$0.00		\$6,107.00
				<b>Totals for SOLUTIONS PEST &amp; LAWN:</b>	<b>\$6,107.00</b>	<b>\$0.00</b>		<b>\$6,107.00</b>
<b>THE EVENING JOURNAL ASSOCIATIO</b>								
THE EVENING JOURNAL ASSOCIAT	5/15/2018	4/30/2018	April	Public Notice	\$53.71	\$0.00		\$53.71
				<b>Totals for THE EVENING JOURNAL ASSOCIATIO:</b>	<b>\$53.71</b>	<b>\$0.00</b>		<b>\$53.71</b>
<b>TREASURER - STATE OF NEW JERSEY</b>								
TREASURER - STATE OF NEW JER	5/15/2018	4/30/2018	000000181144400	Site Remediation Fee - SciTech Scity	\$1,780.00	\$0.00		\$1,780.00
				<b>Totals for TREASURER - STATE OF NEW JERSEY:</b>	<b>\$1,780.00</b>	<b>\$0.00</b>		<b>\$1,780.00</b>
<b>TWIN ROCKS SPRING WATER</b>								
TWIN ROCKS SPRING WATER	5/15/2018	4/19/2018	5532422	Water & Collet Rental	\$89.50	\$0.00		\$89.50

## 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>VERIZON</b>	5/15/2018	4/23/2018	9806018130	Totals for TWIN ROCKS SPRING WATER:	\$89.50	\$0.00		\$89.50
				Usage of Agency Cell Phones	\$944.24	\$0.00		\$944.24
				Totals for VERIZON:	\$944.24	\$0.00		\$944.24
<b>W. B. MASON CO., INC.</b>	5/15/2018	4/30/2018	154609391	Office Supplies	\$167.81	\$0.00		\$167.81
				Totals for W. B. MASON CO., INC.:	\$167.81	\$0.00		\$167.81
<b>WILLIAM J. GUARINI, INC.</b>	5/15/2018	4/20/2018	WG33531	Adjustments on Cartridge - 665 Ocean Ave	\$165.00	\$0.00		\$165.00
				Totals for WILLIAM J. GUARINI, INC.:	\$165.00	\$0.00		\$165.00
<b>XEROX CORPORATION</b>	5/15/2018	4/20/2018	092904815	Copy Machine Usage	\$233.11	\$0.00		\$233.11
				Totals for XEROX CORPORATION:	\$233.11	\$0.00		\$233.11
<b>ZUCCARO, INC.</b>	5/15/2018	2/7/2018	20180017	Snow Removal for Agency Owned Properties	\$3,705.00	\$0.00		\$3,705.00
				Totals for ZUCCARO, INC.:	\$3,705.00	\$0.00		\$3,705.00
				<b>GRAND TOTALS:</b>	<b>\$318,874.87</b>	<b>\$0.00</b>		<b>\$318,874.87</b>

## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates

Include all post dates

Include these due dates: Today (5/15/2018)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include all Banks

Include all Invoice Attributes

Include all Vendor Attributes



## Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
<b>CHRISTOPHER FIORE</b>	5/15/2018	5/15/2018	Travel	Expenses for March & April	\$126.76	\$0.00		\$126.76
CHRISTOPHER FIORE				Totals for CHRISTOPHER FIORE:	\$126.76	\$0.00		\$126.76
<b>DIANA JEFFREY</b>	5/15/2018	5/15/2018	Travel	Expenses for April & May	\$89.62	\$0.00		\$89.62
DIANA JEFFREY				Totals for DIANA JEFFREY:	\$89.62	\$0.00		\$89.62
<b>JOHNSTON COMMUNICATIONS</b>	5/15/2018	5/10/2018	36530	Labor for 4/30/18 - Ticket #300703	\$525.00	\$0.00		\$525.00
JOHNSTON COMMUNICATIONS				Totals for JOHNSTON COMMUNICATIONS:	\$525.00	\$0.00		\$525.00
<b>STAPLES CREDIT PLAN</b>	5/15/2018	4/27/2018	2075231131	Office Supplies	\$266.84	\$0.00		\$266.84
STAPLES CREDIT PLAN				Totals for STAPLES CREDIT PLAN:	\$266.84	\$0.00		\$266.84
<b>THOMSON REUTERS WEST</b>	5/15/2018	4/27/2018	838202661	Subscription Series for NJ Statutes	\$208.00	\$0.00		\$208.00
THOMSON REUTERS WEST				Totals for THOMSON REUTERS WEST:	\$208.00	\$0.00		\$208.00
<b>TREASURER - STATE OF NEW JERSEY</b>	5/15/2018	2/1/2018	Overpayment	Refund of Rent for Deceased Tenant - 665 Oc	\$743.00	\$0.00		\$743.00
TREASURER - STATE OF NEW JER				Totals for TREASURER - STATE OF NEW JERSEY:	\$743.00	\$0.00		\$743.00
<b>GRAND TOTALS:</b>					<b>\$1,959.22</b>	<b>\$0.00</b>		<b>\$1,959.22</b>

## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Today (5/15/2018)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

Item number

19:

With draw



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AFFIRMING AND EXTENDING THE DESIGNATION OF TEAM WALKERS, (JERRY WALKER) AS DEVELOPER(S) FOR PROPERTY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, Team Walker, (Jerry Walker) hereinafter referred to as the “Developer” made a formal presentation to the Jersey City Redevelopment Agency for the acquisition and future development of property located within the Morris Canal Redevelopment Area; and

**WHEREAS**, by Resolution of the Board of Commissioners dated August 16, 2016, Team Walker, (Jerry Walker) was designated as Redeveloper for the site; and

**WHEREAS**, said designation was subsequently extended on February 16, 2017 and March 21, 2017

**WHEREAS**, said designation expired on June 16, 2017; and

**WHEREAS**, the Agency wishes to affirm the previous designation and continue said designation for a period of 120 days from the date of adoption of this Resolution; and

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

**WHEREAS**, Agency staff recommends said designation be affirmed and extended for 120 days to expire on September 18, 2018 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 Team Walker, (Jerry Walker) is hereby extended through September 18, 2018; 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 May 15, 2018.

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