

**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 : potential litigation, pending litigation and personnel matters; and

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

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

\_\_\_\_\_  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated April 15, 2014.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED MARCH 18, 2014**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated March 18, 2014 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 April 15, 2014.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
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| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING OF FEBRUARY 18, 2014**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of February 18, 2014 ; and

**WHEREAS**, the following issues were discussed: 1) litigation with regard to 15E Linden Avenue; 2) the Bright & Varick Project and #) the Redevelopment Agreement with Brandywine.

**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 February 18, 2014 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 April 15, 2014

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING OF MARCH 18, 2014**

**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of March 18, 2014 ; and

**WHEREAS**, the following issues were discussed: 1) the leasing of the Betz CERC; 2) the PPG/Hampshire project and #) the conclusion of Robert Antonicello's settlement.

**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 March 18, 2014 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 April 15, 2014

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
AMENDMENT #2 TO CONTRACT NUMBER 14-01-FO2 WITH  
BARNES CONTRACTOR CONSTRUCTION MANAGEMENT LLC  
FOR PROPERTY MAINTENANCE SERVICES ON AGENCY  
OWNED PROPERTIES IN ALL REDEVELOPMENT AREAS.**

**WHEREAS**, at its February 18, 2014 Board of Commissioners meeting, the Agency authorized Contract 14-01-FO2 with Barnes Construction Management, LLC for snow removal and boiler furnace repair services of Agency owned properties and amended on March 18, 2014 Board of Commissioners meeting for emergency snow removal and boiler repair services within multiple redevelopment areas; and

**WHEREAS**, additional emergency boiler furnace repair and snow removal services were required; and

**WHEREAS**, Barnes Contractor Construction Management LLC submitted a proposal dated February 4, 2014 in the amount of \$2,500.00 for emergency snow removal services on properties within multiple redevelopment areas (proposals and maps attached); and

**WHEREAS**, Barnes Contractor Construction Management LLC submitted a proposal dated January 22, 2014 in the amount of \$800.00 for boiler repair services on property located at 405 Ocean Avenue (Block 25802, Lot 26); and

**WHEREAS**, the previous contract amount totaled \$14,872.00 for said services and the new total amount will not exceed \$18,172.00; and

**WHEREAS**, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that a resolution authorizing the award of a contract be adopted by the Local Public Agency; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency authorize amendment number two (2) for Contract 14-01-FO2 in a new total amount not to exceed \$18,172.00 with Barnes Contractor Construction Management LLC of Jersey City, New Jersey for the purposes of rendering snow/ ice removal and boiler/ furnace repair services.

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

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

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**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 April 15, 2014.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Diane Coleman                       |                   |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       |                      |
| Rolando R. Lavarro, Jr.             |                   |                   |                       |                      |
| Timothy N. Mansour                  |                   |                   |                       |                      |
| John D. Petkanas                    |                   |                   |                       |                      |
| Russell Verducci                    |                   |                   |                       |                      |

February 4, 2014

## **INVOICE**

**Submitted To:**

**CONTRACT # 14-01-FO2**

**Name:** Jersey City Redevelopment Agency

**Attn:** Mr. Franklyn Ore

**Address:** 66 York Street

**City:** Jersey City **State:** NJ **Zip:** 07302

**Phone:** 201-761-0829

**Job Scope:** Remove all snow around property

441 - 457 Ocean avenue = \$350.00

284 & 292 MLK Drive = \$200.00

326 - 330 MLK Drive (next to pioneer supermarket) = \$100.00

28 Bright Street = \$300.00

MLK next to Dunkin Donuts = \$100.00

659 Ocean Avenue = \$800.00

416-420 Communipaw Avenue = \$350.00

268 Varick Street = \$300.00

**TOTAL : \$2,500.00**

***Fully Licensed and Insured #13VH06322800***

***138 Wilkinson Avenue\*Jersey City, New Jersey 07305\* Tel:201-743-8803 \* Email: barnesconstruction81@yahoo.com***



January 22, 2014

## **Proposal**

### **Submitted To:**

**CONTRACT # 14-01-FO2**

**Name:** Jersey City Redevelopment Agency

**Attn:** Mr. Franklyn Ore

**Address:** 405-407 Ocean Avenue

**City:** Jersey City **State:** NJ **Zip:** 07305

**Phone:** 347-251-1251

### **Job Scope:**

- Added three (3) new pumps and thermostat
- Remove all debris

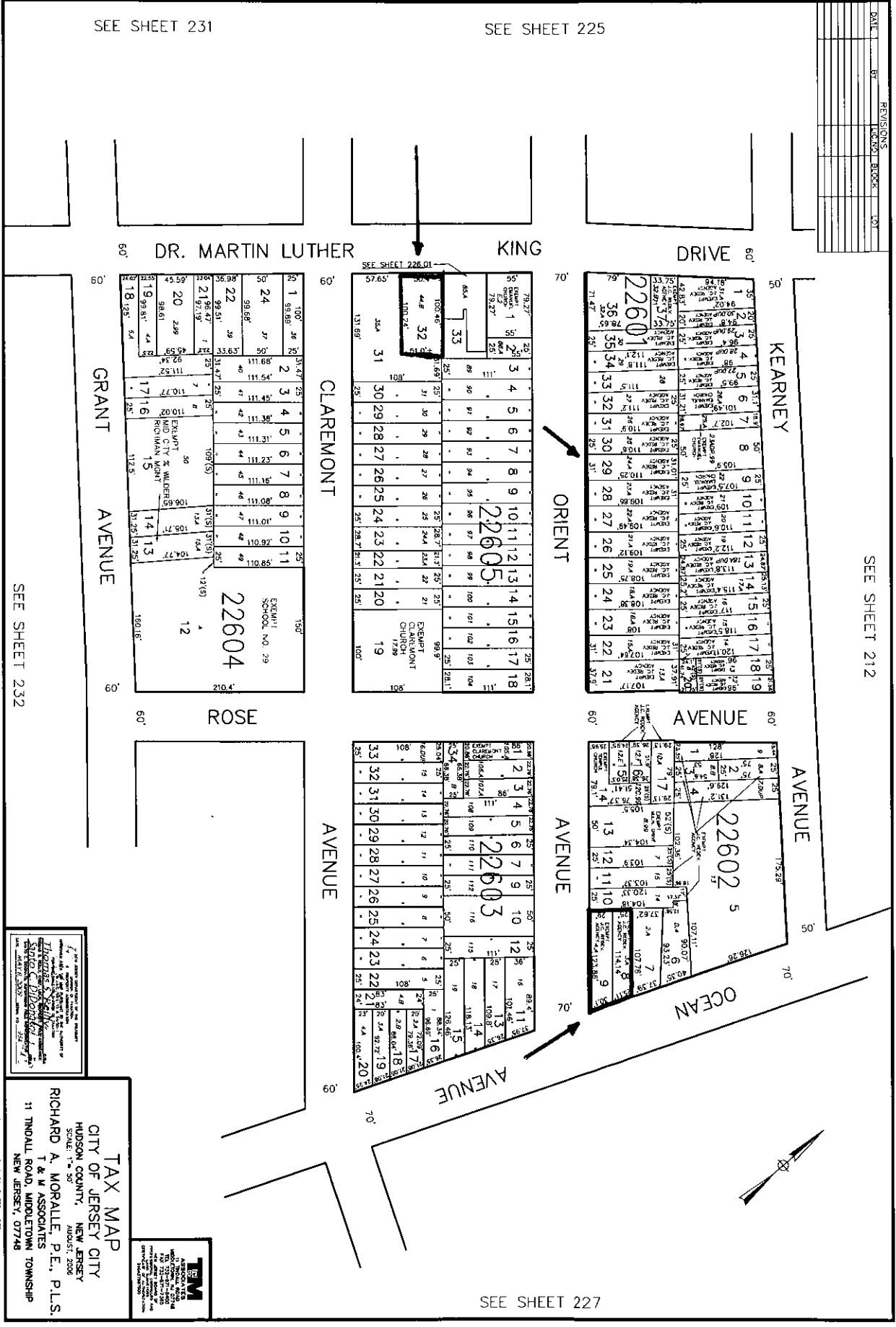
**TOTAL \$800.00**

***Fully Licensed and Insured #13VH06322800***

**138 Wilkinson Avenue\*Jersey City, New Jersey 07305\* Tel:201-743-8803 \* Email: [barnesconstruction81@yahoo.com](mailto:barnesconstruction81@yahoo.com)**

| DATE | BY | REVISIONS          |
|------|----|--------------------|
|      |    | LOCATION BLOCK LOT |
|      |    |                    |
|      |    |                    |
|      |    |                    |
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|      |    |                    |

SEE SHEET 212



SEE SHEET 225

SEE SHEET 231

SEE SHEET 227

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SEE SHEET 226

232

CLAREMONT AVENUE 60 60

CLAREMONT  
AVENUE

ROSE  
AVENUE

GRANT

AVENUE

60'

SEE SHEET 233

SEE SHEET 231

LUTHER  
ING DRIVE

DR. MARTIN

MYRTLE

AVENUE

MYRTLE  
AVENUE

BOSTWICK

SEE SHEET 236

AVENUE

TAX MAP

SEE SHEET 235

DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY

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[illegible]

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50' AUGUST, 2006  
**RICHARD A. MORALE, P.E., P.L.S.**  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETON TOWNSHIP  
NEW JERSEY, 07748



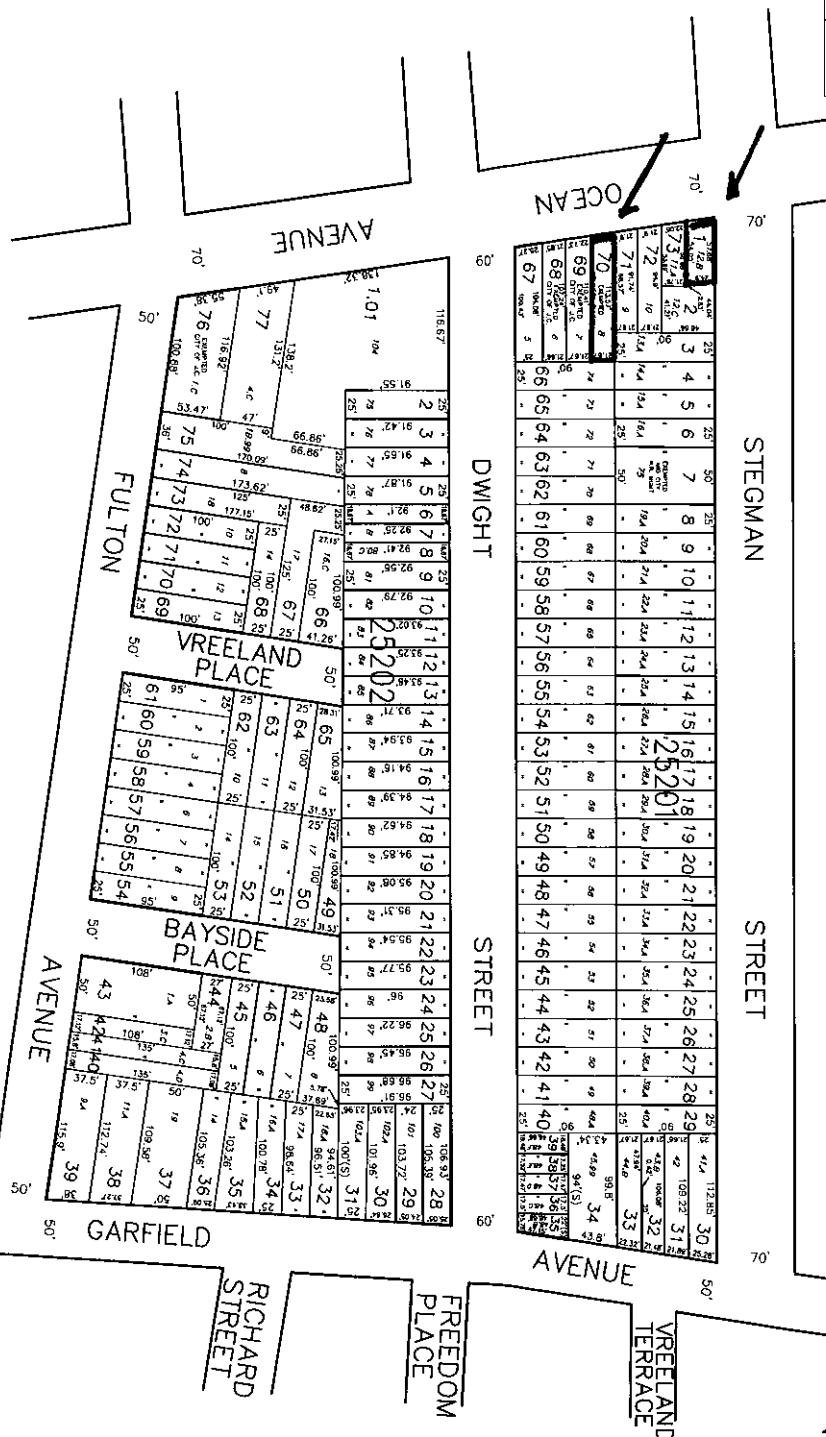
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SEE SHEET 247

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SEE SHEET 251

SEE SHEET 258



SEE SHEET 259

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

252

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50' AUGUST, 2006  
RICHARD A. MORALLE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748

**T<sub>2</sub>M**  
ASSOCIATES  
15 INDIAN RD  
HOLLISTON, MA 02040  
TEL 781-871-8600  
FAX 781-871-7065  
WE ARE A GROUP OF  
PROFESSIONAL ENGINEERS AND  
LAND SURVEYORS  
CAPABLE OF ANYTHING  
364-7427000

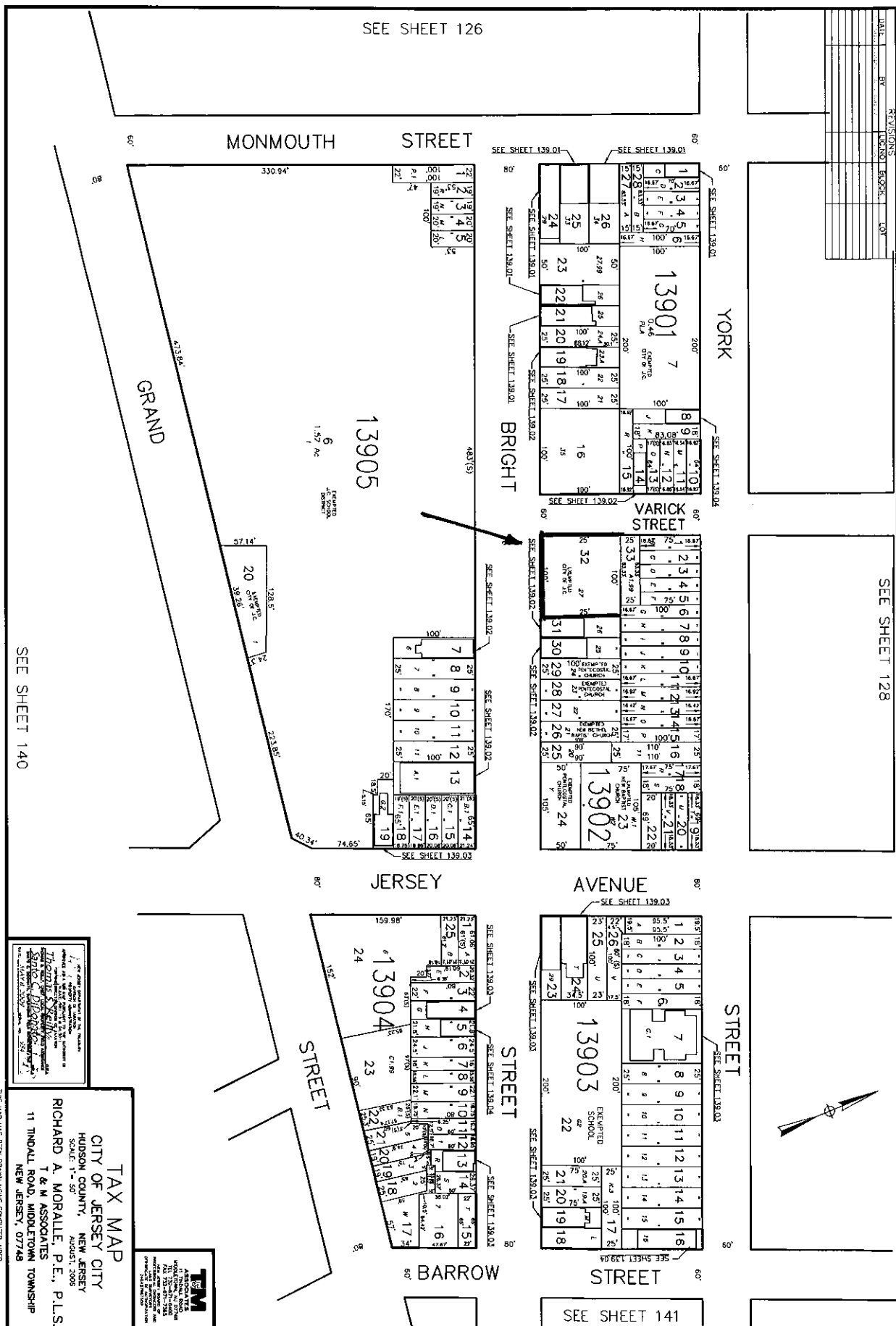
SEE SHEET 260

SEE SHEET 242

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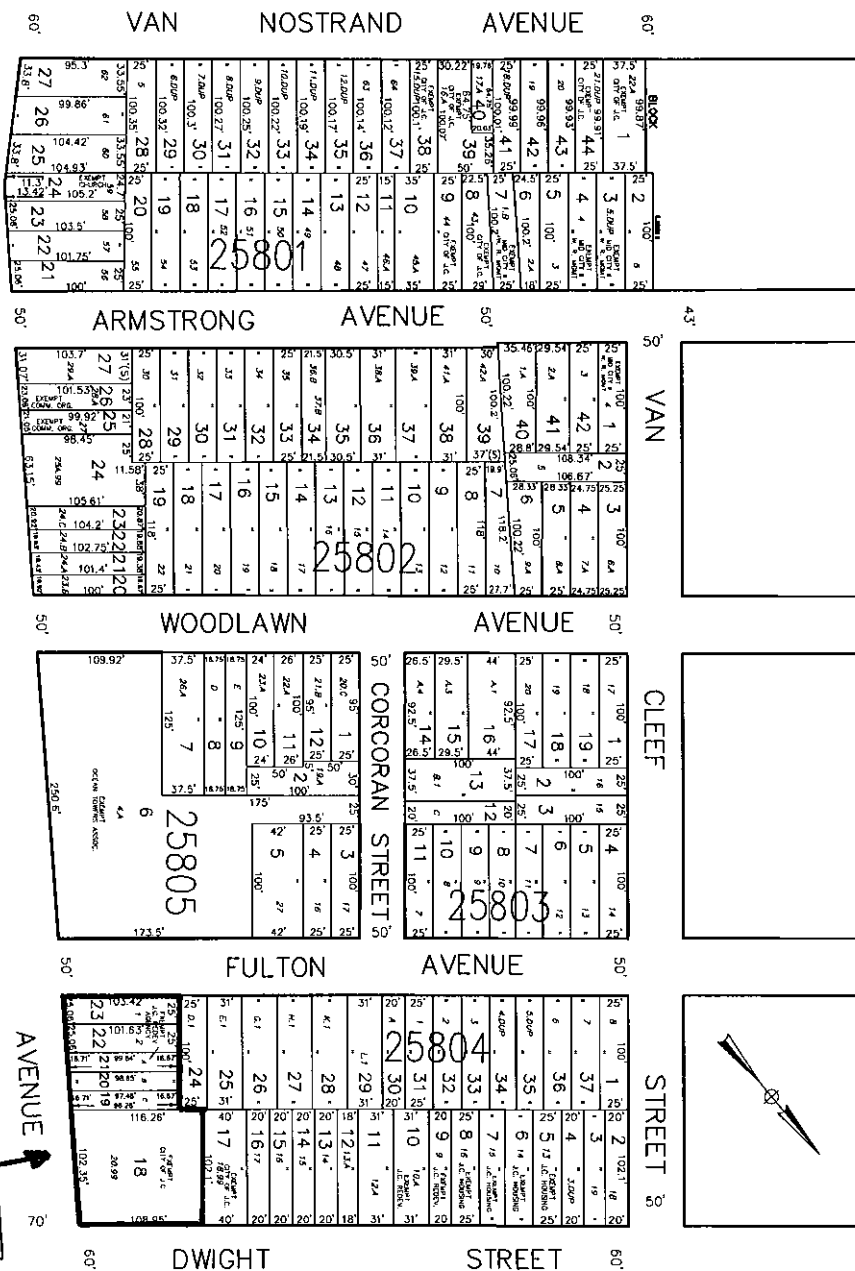
SEE SHEET 128

139



SEE SHEET 257

SEE SHEET 265



SEE SHEET 259

SEE SHEET 252

APR - COMPLETION 11/15/00

THIS MAP HAS BEEN REAM USING COMPUTER AIDED  
DRAWING/DESIGN (CAD) AND DIGITAL PLANNING

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST 2000  
RICHARD A. MORALE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 14-04-MPN3  
WITH GUARINI FIRE PROTECTION LLC FOR SERVICES AT THE CERC**

**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 Agency requires the services of professionals licensed to do business in the State of New Jersey from time to time; and

**WHEREAS**, the Agency as owner of the Community Education and Recreation Center (CERC) located at 180 Ninth Street is responsible for maintenance, repair and replacement of the mechanical elements and structural elements including HVAC system, plumbing system, electrical system, roof, foundation and bearing walls and all components thereof as well as maintenance of the landscaped area surrounding the building; and

**WHEREAS**, due to a sprinkler head burst in the gymnasium area it came to light that the current concealed sprinkler heads were not sufficient for their useful purpose; and

**WHEREAS**, Agency staff solicited proposals from three companies for the replacement of approximately 240 ELOC concealed sprinkler heads and cover plates among other tasks; and

**WHEREAS**, due to the fact that said replacement work requires shut down of the central station monitoring all work would be performed when school is not in session; and

**WHEREAS**, the Agency has a need to acquire said services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and

**WHEREAS**, the anticipated term of this contract is less than 30 days; and

**WHEREAS**, Guarini Fire Protection LLC ("Guarini") has submitted a proposal dated March 27, 2014 in the amount of \$14,900.00 for services which include but are not limited to: replacement of approximately 240 ELOC concealed sprinkler heads and white cover plates; coordination with local fire department and central station monitoring company for alarm shut down; daily system shut down and reactivation with all services being performed when the children are not in the building; and

**WHEREAS**, Guarini has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political candidate committee of the elected officials of the City of Jersey City in the previous one-year and the contract will prohibit the firm of Guarini from making any reportable contributions through the term of the contract; and

**WHEREAS**, services will be paid from the capital reserve account the Agency holds for repairs of the building.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitals are incorporated herein as if set forth at length; Contract No. 14-04-MPN3 with Guarini Fire Protection LLC in an amount not to exceed \$14,900.00 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 April 15, 2014.**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|                                     |            |            |                |               |
| Diane Coleman                       |            |            |                |               |
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| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |





## Guarini Fire Protection LLC

506 Palisade Avenue

Jersey City, NJ 07307

Ph: 201-360-2860 Fax: 201-656-0293

March 27, 2014

via E-Mail

Attn: Mary Pat  
**Jersey City Redevelopment Agency**  
66 York Street  
Jersey City, NJ 07302

**Re: 180 Ninth Street – Jersey City, NJ**

**Subject: Fire Sprinkler System Installation**

Dear Mary Pat:

We are pleased to quote you a price of **\$14,900.00** to furnish and install the fire sprinkler system at the above referenced location. This work will be performed in accordance with all applicable codes, the provided drawings and specifications, and the scope of work listed below:

**Scope of Work:**

Daily system shut down and reactivation  
Coordination with the local fire department and central station monitoring company for alarm shut down  
Replace approximately 240 ELOC concealed sprinkler heads and white cover plates  
All necessary off hours to complete while the children are not in school  
Labor based on prevailing wage labor rates  
All necessary pipe, material and labor to install  
One-year warranty on material and workmanship

The following items are **not included** in the above scope of work:

Permits or permit fees

**GENERAL TERMS AND CONDITIONS**

Although Guarini Fire Protection LLC. will respond to most requests for service, it is understood that Guarini Fire Protection LLC will accept liability only for faulty workmanship as performed by our representatives. Service requests made as a result of normal equipment failure, customer abuse, fires, natural disasters, faulty wiring or electric problems will be charged at the scheduled rates.

Guarini Fire Protection LLC reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural disasters, supply shortages or any other means not directly in control of Guarini Fire Protection LLC.

**PAYMENT TERMS**

Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our Invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card or Visa. New customers are required to complete a credit application or will be required to pay COD.

Guarini Fire Protection LLC will charge 2% interest to any invoice that remains unpaid after 30 days.





## **Guarini Fire Protection LLC**

506 Palisade Avenue

Jersey City, NJ 07307

Ph: 201-360-2860 Fax: 201-656-0293

Guarini Fire Protection LLC reserves the right to refuse or delay any service request or regularly scheduled maintenance due to lack of payment of previous services. In the unlikely event that collection procedures become necessary said owner will be responsible for all costs incurred.

If you have any questions or you require additional information, please feel free to contact us.

Sincerely,

*Keith Woods*

Keith Woods  
Vice President

*[Handwritten signature]*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY RATIFYING THE  
PROPOSAL RECEIVED FROM MATHUSEK, INC. FOR SERVICES AT  
THE CERC IN THE BETZ BREWERY REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City identified the need for a multi-purpose community education and recreation center in the northeast “downtown” section of the City; and

**WHEREAS**, in furtherance of that objective the Agency constructed, owns, operates and maintains the Community Education and Recreation Center (CERC) located at 180 Ninth Street in the Betz Brewery Redevelopment Area; and

**WHEREAS**, the facility serves as an educational center during normal school hours and operates primarily as an athletic community center when school is not in session; and

**WHEREAS**, a flood occurred in the gymnasium totally destroying the floor and rendering it unusable for any athletic purpose; and

**WHEREAS**, immediately following the incident, the Agency’s flooring contractor, Mathusek, Inc. visited the facility and confirmed that it would be a danger to occupants to perform any physical activity, i.e. basketball, soccer, running drills, etc. in the gym; and

**WHEREAS**, as a result of the aforementioned damage to the facility, appropriate Agency staff and officials determined that an emergency affecting the public health, safety and welfare existed requiring the award of a contract to repair the damages on an emergency basis; and

**WHEREAS**, the Agency solicited proposals from two flooring companies; and

**WHEREAS**, Mathusek provided the lowest proposal for services which included but were not limited to 1) cut and remove the existing gym floor system; 2) cover the entire slab with polyethelene overlapping; 3) install ¼” performance foam; install new flooring system known as Aacer ScissorLoc LP Sports Floor System; sand floor and repaint game lines and apply 4 coats of MFMA approved 350 V.O.C. compliant oil modified polyurethane; and

**WHEREAS**, Mathusek is a certified Aacer Floor Installer; and

**WHEREAS**, Mathusek has also retained the services of Guardian Gym Equipment, Inc. who will raise the existing folding partition in the gymnasium approximately 1" so that occupants can continue to divide the gym space if needed; and

**WHEREAS**, the cost for all of the above services total \$161,292.00; and

**WHEREAS**, since the building is utilized continuously by numerous parties time is of the essence to make the necessary repairs/replacement; and

**WHEREAS**, Agency staff has reviewed the proposal and found same acceptable; and

**WHEREAS**, Agency Counsel has determined that the award of this contract for emergency repairs comes under the purview of N.J.S.A. 40A:11-6; and

**WHEREAS**, Agency staff promptly notified the Petrocci Agency and requested that they file a claim with Great American Insurance Company for damages to the property; and

**WHEREAS**, Great American Insurance Company acknowledges the claims and will bear the cost for the replacement of the floor as well as other expenses incurred by the Agency; and

**WHEREAS**, the purpose of this resolution is to ratify the hiring of Mathusek, Inc.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the aforementioned recitals are hereby incorporated



by reference and made a part of this Resolution as if fully set forth herein at length; and 2) the hiring of Mathusek, Inc. in the amount stated above is hereby ratified and approved.

**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 April 15, 2014.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
|  |                   |                   |                       |                      |
| <b>Diane Coleman</b>                       |                   |                   |                       |                      |
| <b>Evelyn Farmer</b>                       |                   |                   |                       |                      |
| <b>Rolando R. Lavarro, Jr.</b>             |                   |                   |                       |                      |
| <b>Timothy N. Mansour</b>                  |                   |                   |                       |                      |
| <b>John D. Petkanas</b>                    |                   |                   |                       |                      |
| <b>Russell Verducci</b>                    |                   |                   |                       |                      |

Educational Data  
Services, Inc.NJPA AWARDED  
CONTRACT #081910-MUI

January 21, 2014

**Jersey City Redevelopment Agency**

66 York Street | Jersey City, NJ 07302

**ATTENTION:** Mrs. Mary Pat Noonan/Chris Dec PH: 201-761-0828 FX: 201-547-4876 | 212-867-5584**Floor Installation, METS Charter School Gym**We propose to replace the water damaged gym with an **Aacer ScissorLoc LP Sports Floor System**.**The project will be completed as follows:**

- Cut and remove the existing gym floor system.
- Sweep floor then check for level with a laser level.
- Cover entire slab with 6 mil polyethelene overlapping joints by 6" and sealing with adhesive.
- Lay **1/4" performance foam** perpendicular to the long direction of the room taping all seams.
- Install **first layer of 1/2" x 6" pine** at 22-1/2 degrees to the finished flooring direction. Butt end joints and provide 6" spacing alongside edges.
- The **second layer of 1/2" pine** shall be laid in the opposite direction of the first layer at a 22-1/2 degree to the finished flooring direction. Butt end joints and provide 2" spacing alongside edges.
- Install **Aacer 25/32" x 2.25", 2nd and Btr grade MFMA Approved Maple**.
- Sand the entire wood floor to bare wood using coarse, medium and fine sandpaper.
- Apply two coats of **MFMA Approved 350 V.O.C. compliant oil modified polyurethane sealer** using a gym floor applicator. The floor will be screened and cleaned between each coat of finish.
- Repaint the gamelines as they now exist.
- Abrade the paint then apply a third and fourth finish coat of **MFMA Approved 350 V.O.C. compliant oil modified polyurethane**.
- Install **Johnsonite black vent cove base** around the perimeter of the gym floor.
- Install **aluminum saddles** at each of the doorways.
- The bleachers will be detached and reattached as part of the project.

**EXCLUSIONS: Any concrete slab correction work.****Total Price: \$159,252.00**

Terms and payment plans:

50% to purchase materials and begin work and 50% due upon completion.

This price is valid for 90 days from the date of this proposal.

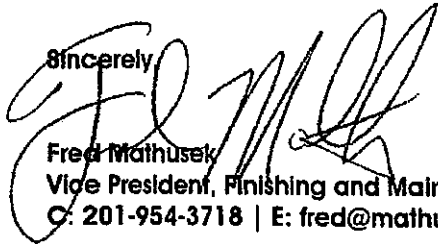
Installation Competence Mathusek Incorporated is a Certified Aacer Floor Installer.

**Benefits of the Aacer Scissorloc LP Subfloor System:**

- Solid-wood Subfloor Components.** The lack of plywood in the system eliminates the problem of delamination if the system gets wet. By using solid 1/2" x 6" pine-kiln dried subflooring components, the system has the ability to be dried out when and if moisture or water problems occur. It also improves nail-holding power.
- History.** ScissorLoc is not new. It has been around since the early '30's; it is a tried and proven system.
- Playability.** The most frequently heard complaint from schools that field competitive basketball programs is the occurrence and frequency of dead spots. The ScissorLoc solid subfloor guarantees the system to be virtually void of dead spots. A basketball reacts the same in every area of the floor. The subfloor is also more slab forgiving than any system on the market.
- Resiliency.** The ScissorLoc system provides excellent resiliency. The incidence of stress-related injury is much reduced by this subfloor, designed with safety of the athlete in mind.

your signature indicates acceptance of this proposal. Lloyd will schedule this work as soon as he  
RECEIVES the following: (1) SIGNED PURCHASE ORDER AND VOUCHER and (2) SIGNED PROPOSAL.

Sincerely,



Fred Mathusek  
Vice President, Finishing and Maintenance Division  
C: 201-954-3718 | E: fred@mathusek.com

Acceptance of proposal:

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Start Date Requested

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Purchase Order Number



# Guardian Gym Equipment Inc.

PO Box 680

Nyack, NY 10960-0680

## Estimate

Toll free  
877-GYM-REPAIR

Date  
20 Feb 2014

Jersey City Redevelopment Agency  
66 York St, Jersey City, NJ 07302  
PH: 201-761-0828  
FX: 201-547-4876  
E: marypat@jcnj.org

### ATTENTION:

Mary Pat Noonan

### Project Name

CERC: 180 9th St, Jersey City, NJ 07503

| Description of work to be performed   | Item               | Total                   |
|---|--------------------|-------------------------|
| Labor & equipment to raise folding partition in the gym 1":<br><br>1. Track to be raised 1" and re-leveled using laser.<br>2. Price assumes working on old floor or bare sub-floor after removal of old.  | Labor              | 2,040.00                |
| Direct 845-353-1222   | Fax # 845-353-6846 |                         |
| <b>Please Note:</b><br><b>1. Unless otherwise noted above, price does not include demolition or disposal of existing materials or disposal of packing material.</b><br><br><b>2. Work to be performed during normal business hours (7AM-4PM, Monday- Friday). Other times may incur additional charges.</b> |                    | <b>Total \$2,040.00</b> |

14-04-08

**RESOLUTION OF THE JERSEY CITY REDEVELOPMENT  
AGENCY CONCERNING REVIEW OF THE FINDINGS OF  
THE LOCAL FINANCE BOARD MADE AT A MEETING OF  
SAID BOARD ON DECEMBER 11, 2013 IN ACCORDANCE  
WITH THE PROVISIONS OF N.J.S.A. 40A:5A-7 WITH  
RESPECT TO A PROJECT FINANCING OF THE AGENCY**

**WHEREAS**, the findings issued by the Local Finance Board at a meeting of said Board, held on December 11, 2013, with respect to a project financing to be undertaken by the Jersey City Redevelopment Agency (the "Agency") (the "Local Finance Board Findings") have been filed with the Board Secretary of the Agency and a copy of such findings has been received by each member of the governing body of the Agency; and

**WHEREAS**, N.J.S.A. 40A:5A-7 requires that the governing body of the Agency, within 45 days of receipt of the Local Finance Board Findings, shall certify by resolution to the Local Finance Board that each member thereof has personally reviewed such findings; and

**WHEREAS**, each member of the Agency has personally reviewed the Local Finance Board Findings, as evidenced by a group affidavit which has been executed by each member of the Agency; and

**WHEREAS**, failure to comply with this requirement may subject the members of the Agency to the penalty provisions of N.J.S.A. 52:27BB-51; now therefore,

**NOW THEREFORE BE IT RESOLVED** that the Jersey City Redevelopment Agency hereby states that it has complied with the requirements of N.J.S.A. 40A:5A-7 and does hereby submit a certified copy of this resolution and the required affidavit to the Local Finance Board to evidence such compliance; and

14-04-08

**BE IT FURTHER RESOLVED**, that the members of the Agency have reviewed the Local Finance Board Findings, and hereby reaffirm their commitment to proceed with the development and implementation of its proposed project financing.

The foregoing is a true copy of a resolution adopted by the governing body of the Jersey City Redevelopment Agency at a meeting thereof duly called and held on April 15, 2014.

\_\_\_\_\_  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of April 15, 2014.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |

14-04-08

**Group Affidavit Form**  
**Certification of Governing Body**

STATE OF NEW JERSEY                     )  
   )     SS.  
COUNTY OF HUDSON                     )

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

1.       We are duly appointed members of the Agency.

2.       We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the finding and recommendations of the Local Finance Board, dated December 11, 2013 on the proposed project financing for the Agency in connection with the issuance of Redevelopment Area Bonds to finance the Journal Square Urban Renewal Project.

Name of Member

Signature

Hon. Rolando R. Lavarro, Jr., Chairman

\_\_\_\_\_

Evelyn Farmer, Vice Chair

\_\_\_\_\_

Diane Coleman, Commissioner

\_\_\_\_\_

Timothy N. Mansour, Commissioner

\_\_\_\_\_

John Petkanas, Commissioner

\_\_\_\_\_

Russell J. Verducci, Commissioner

\_\_\_\_\_

Sworn to and subscribed before me  
this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public of New Jersey

**Notes:**           (a)       This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.

                      (b)       This affidavit must be sent within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing to:

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





**State of New Jersey**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
101 SOUTH BROAD STREET  
PO Box 803  
TRENTON, NJ 08625-0803

**CHRIS CHRISTIE**  
*Governor*

**KIM GUADAGNO**  
*Lt. Governor*

**RICHARD E. CONSTABLE, III**  
*Commissioner*

**LOCAL FINANCE BOARD  
RESOLUTION**

**WHEREAS**, a proposed project financing has been submitted to the Local Finance Board for review pursuant to N.J.S.A. 40A:5A-6 by the Jersey City Redevelopment Agency; and

**WHEREAS**, the Local Finance Board has held a hearing pursuant to N.J.S.A. 40A:5A-7 on December 11, 2013, to review a proposed project financing in an amount not to exceed \$10,000,000 for the issuance of non-recourse Redevelopment Area Bonds in relation to the Journal Square Urban Renewal Project; and

**WHEREAS**, the Local Finance Board has given consideration to those matters, to the extent applicable, as provided for by Law, and has examined estimates, computations or calculations made in connection with such submissions and has required the production of such papers, documents, witnesses or information and taken such action which it has deemed necessary for its review of such submission; and

**WHEREAS**, the Local Finance Board has required the completion and submission of a supplemental application questionnaire by the City of Jersey City and the Jersey City Redevelopment Agency; and

**WHEREAS**, the supplemental application questionnaire has not been submitted by the City of Jersey City;

**NOW, THEREFORE, BE IT RESOLVED** that the Local Finance Board does hereby make the following findings:

- a) that the project cost has been determined by reasonable and accepted methods;
- b) that the method proposed for the funding of the project cost, proposed or maximum terms and provision of the financing and of a proposed service contract are not unreasonable nor impracticable, and would not impose an undue and unnecessary financial burden on the local inhabitants within the Agency's jurisdiction or would not materially impair the ability to pay promptly the principal of and the interest on the outstanding indebtedness thereof or to provide essential public services to the inhabitants thereof;





Local Finance Board  
Jersey City Redevelopment Agency  
December 11, 2013

c) that the proposed or maximum terms and conditions of the sale are, in light of current market conditions for obligations of similar quality, reasonable;

**BE IT FURTHER RESOLVED** that the Local Finance Board does not deem it necessary to make any of the recommendations with regard to this project financing which the Board is authorized to make pursuant to N.J.S.A. 40A:5A-8 provided that a) the supplemental application questionnaire be submitted to the Local Finance Board by the City of Jersey City and that b) the New Jersey Economic Development Authority provide a verification that the subject redevelopment area bonds are appropriate and necessary for this project, and that the bonds are consistent with the level of tax credit being provided; and

**BE IT FURTHER RESOLVED** that the Jersey City Redevelopment Agency shall, within 30 days of the closing date of the financing that is the subject of this resolution, file with the Executive Secretary of the Local Finance Board a statement setting forth a complete accounting of the actual issuance costs incurred by the Jersey City Redevelopment Agency in undertaking the financing which statement shall include the following: the name of the Jersey City Redevelopment Agency; the closing date of the financing; the total amount of the financing; the name of the professionals or others who provided services to the Jersey City Redevelopment Agency in undertaking the financing; the estimated dollar amount for each type of issuance cost as set forth in the application submitted by the Jersey City Redevelopment Agency to the Local Finance Board with regard to the financing; and the actual dollar amount for each type of issuance cost incurred by the Jersey City Redevelopment Agency in undertaking the financing; and

**BE IT FURTHER RESOLVED** that the details of the issuance of any permanent bonds associated with this application as included in the term sheet (closing statement) shall be promptly provided to the Executive Secretary by forwarding a copy of said term sheet (closing statement); and

**BE IT FURTHER RESOLVED** that the Executive Secretary of the Local Finance Board is hereby authorized and directed to certify or endorse such documents or instruments as may be necessary, convenient or desirable in order to carry out the purpose and provisions of the Law and this Resolution; and




Local Finance Board  
Jersey City Redevelopment Agency  
December 11, 2013

**BE IT FURTHER RESOLVED** that pursuant to N.J.S.A. 40A:5A-7, the governing body of the Agency shall provide to the Executive Secretary within 45 days of receipt of this resolution, the required Authority resolution and affidavit; and

**BE IT FURTHER RESOLVED** that this Resolution shall take effect immediately.

APPROVED BY:  
THE LOCAL FINANCE BOARD

DATE: December 11, 2013

  
PATRICIA PARKIN MCNAMARA  
EXECUTIVE SECRETARY  
LOCAL FINANCE BOARD

18411/GEN-474

COMMISSIONERS

ROLANDO R. LAVARRO, JR.  
CHAIRMAN  
EVELYN FARMER  
VICE CHAIR  
—  
DIANE COLEMAN  
TIMOTHY N. MANSOUR  
JOHN D. PETKANAS  
RUSSELL J. VERDUCCI



**JERSEY CITY**  
REDEVELOPMENT AGENCY

EXECUTIVE

EXECUTIVE DIRECTOR  
—  
HENRY J. AMOROSO, ESQ.  
GENERAL COUNSEL  
—  
STEVEN M. FULOP  
MAYOR

April 29, 2014

Patricia Parkin McNamara, Executive Secretary  
Local Finance Board  
Department of Community Affairs  
101 South Board Stgreet  
P.O. Box 803  
Trenton, NJ 08625-0803

Dear Ms. Parkin McNamara:

Attached please find five Group Affidavit Forms, each signed by the Agency's Board of Commissioners. Should you require anything further or need additional information, please contact me at your convenience.

Thank you.

Sincerely,

**BARBARA AMATO**

Secretary to the Board

/baa  
Attachments

c: Henry Amoroso, Esq.  
Christopher Fiore

**Group Affidavit Form**  
**Certification of Governing Body**

STATE OF NEW JERSEY                     )  
   )  
COUNTY OF HUDSON                     )           SS.

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

1.       We are duly appointed members of the Agency.
2.       We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the finding and recommendations of the Local Finance Board, dated December 11, 2013 on the proposed project financing for the Agency in connection with the issuance of Redevelopment Area Bonds to finance the Journal Square Urban Renewal Project.

Name of Member

Signature

Hon. Rolando R. Lavarro, Jr., Chairman

Evelyn Farmer, Vice Chair

Diane Coleman, Commissioner

Timothy N. Mansour, Commissioner

John Petkanas, Commissioner

Russell J. Verducci, Commissioner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*absent*  
*absent*  
*Russell J. Verducci*

Sworn to and subscribed before me  
this 28 day of April, 2014  
*Barbara A. Amato*  
BARBARA A. AMATO  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 04, 2016  
Notary Public of New Jersey

**Notes:**           (a)     This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.

                      (b)     This affidavit must be sent within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing to:

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

**Group Affidavit Form**  
**Certification of Governing Body**

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   )       SS.  
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Name of Member

Hon. Rolando R. Lavarro, Jr., Chairman

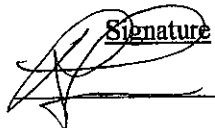
Evelyn Farmer, Vice Chair

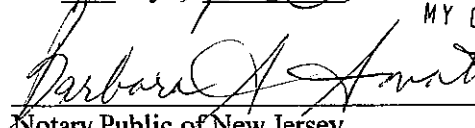
Diane Coleman, Commissioner

Timothy N. Mansour, Commissioner

John Petkanas, Commissioner

Russell J. Verducci, Commissioner

Signature  
  
\_\_\_\_\_  
\_\_\_\_\_  
absent  
absent  
\_\_\_\_\_

Sworn to and subscribed before me  
this 28 day of April, 2014  
  
Notary Public of New Jersey

BARBARA A. AMATO  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 04, 2016

**Notes:** (a) This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.

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



**Group Affidavit Form**  
**Certification of Governing Body**

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   )       SS.  
COUNTY OF HUDSON                     )

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**Name of Member**

**Signature**

Hon. Rolando R. Lavarro, Jr., Chairman

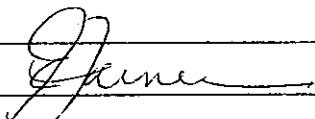
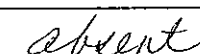
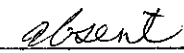
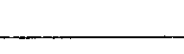
Evelyn Farmer, Vice Chair

Diane Coleman, Commissioner

Timothy N. Mansour, Commissioner

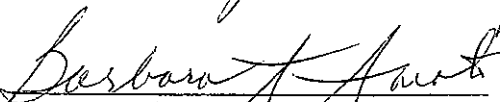
John Petkanas, Commissioner

Russell J. Verducci, Commissioner

Sworn to and subscribed before me  
this 28 day of April, 2014

BARBARA A. AMATO  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 04, 2016

  
Notary Public of New Jersey

- Notes:**
- (a)       This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.
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Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board  
Department of Community Affairs  
101 South Broad Street, P.O. Box 803  
Trenton New Jersey 08625-0803

**Group Affidavit Form**  
**Certification of Governing Body**

STATE OF NEW JERSEY                     )  
   )  
COUNTY OF HUDSON                     )       SS.

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1.       We are duly appointed members of the Agency.
2.       We certify that, pursuant to N.J.S.A. 40A:5A-7, we have personally reviewed the finding and recommendations of the Local Finance Board, dated December 11, 2013 on the proposed project financing for the Agency in connection with the issuance of Redevelopment Area Bonds to finance the Journal Square Urban Renewal Project.

Name of Member

Signature

Hon. Rolando R. Lavarro, Jr., Chairman

Evelyn Farmer, Vice Chair

Diane Coleman, Commissioner

Timothy N. Mansour, Commissioner

John Peikanas, Commissioner

Russell J. Verducci, Commissioner

\_\_\_\_\_  
\_\_\_\_\_  
*Diane Coleman*  
*absent*  
*absent*  
\_\_\_\_\_

Sworn to and subscribed before me  
this 30 day of April, 2014

*Barbara A. Amato*  
\_\_\_\_\_  
Notary Public of New Jersey

BARBARA A. AMATO  
NOTARY PUBLIC OF N.J.  
MY COMMISSION EXPIRES  
AUGUST 04, 2016

- Notes:**
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Patricia Parkin McNamara  
Executive Secretary  
Local Finance Board  
Department of Community Affairs  
101 South Broad Street, P.O. Box 803  
Trenton New Jersey 08625-0803

**Group Affidavit Form**  
**Certification of Governing Body**

STATE OF NEW JERSEY                    )  
  )  
COUNTY OF HUDSON                    )

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Name of Member

Signature

Hon. Rolando R. Lavarro, Jr., Chairman

Evelyn Farmer, Vice Chair

Diane Coleman, Commissioner

Timothy N. Mansour, Commissioner

John Petkanas, Commissioner

Russell J. Verducci, Commissioner

Sworn to and subscribed before me  
this 30 day of April, 2014

  
Notary Public of New Jersey

BARBARA A. AMATO  
NOTARY PUBLIC OF N.J.  
COMMISSION EXPIRES  
AUGUST 04, 2018

**Notes:** (a) This affidavit must be signed by a majority of the full membership of the Authority. Members absent during the review should review and sign later.

(b) This affidavit must be sent within 45 days of receipt of the Local Finance Board's findings and recommendations on the proposed project financing to:

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

**RESOLUTION OF THE JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS APPROVING AN ADMINISTRATIVE SETTLEMENT FOR PROPERTY LOCATED IN BLOCK 22604, LOT 24 AND KNOWN AS 314 MARTIN LUTHER KING DRIVE WITHIN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA**

---

**WHEREAS**, on August 20, 2013, the Jersey City Redevelopment Agency Board of Commissioners established fair market value for property located in Block 22604, Lot 24, and known as 314 Martin Luther King Drive, in the amount of \$135,000.00; and

**WHEREAS**, an offer in the amount of \$135,000.00 was made to the property owner; and

**WHEREAS**, the Agency's offer was rejected by the property owner; and

**WHEREAS**, as a result of negotiation between the owner, their attorney and the Agency, this matter has been settled for a new total of \$165,000.00; and

**WHEREAS**, the Agency will enter into an Agreement of Sale with the property owner for the sum of \$165,000.00; and

**WHEREAS**, the Agency is agreeable to said administrative settlement as being reasonable, prudent and in the best interest of the public.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency is hereby authorized to acquire the aforementioned property for the negotiated sum of **\$165,000.00**.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice-Chairman and/or Secretary are hereby authorized to acquire said property and execute any and all documents



necessary to effectuate the purposes set forth herein subject to the review and approval of the Agency's General Counsel.

**BE IT FURTHER RESOLVED**, that in the event the owner is unable to deliver clear title to the Agency for any reason whatsoever, the Chairman, Vice Chairman and/or Secretary are hereby authorized to institute condemnation proceedings, pursuant to the provisions of N.J.S.A.20:3-1 et. seq. at the previously established amount of \$135,000.00.

\_\_\_\_\_  
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 April 15, 2014.**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell Verducci                    |            |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING CONTRACT NO. 14-04-F06 WITH  
DRESDNER ROBIN MANAGEMENT, INC FOR  
PROFESSIONAL SERVICES FOR PROPERTY IN THE  
MORRIS CANAL REDEVELOPMENT AREA.**

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

**WHEREAS**, The Agency requires an asbestos survey of said properties located at 416 - 420 Communipaw Avenue (Block 20001, Lots 19 - 22 respectively) for demolition preparation (See attached map); and

**WHEREAS**, Dresdner Robin Environmental Management, Inc submitted a proposal dated March 28<sup>th</sup>, 2013 in the amount of \$8,700.00 to provide expedited professional environmental services (proposal attached); and

**WHEREAS**, Dresdner Robin Environmental Management, Inc has extensive experience as an environmental engineering firm with urban properties and land; and

**WHEREAS**, said services will not exceed the sum of \$8,700.00 and said contract will be for a term not to exceed one (1) year; and

**WHEREAS**, the asbestos survey will be paid for by Community Development Block Grant (CDBG) funds; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract No. 14-04-F06 in the amount not to exceed \$8,700.00 is hereby awarded to Dresdner Robin Environmental Management, Inc for the purpose of an asbestos survey for 416 - 420 Communipaw Avenue (Block 20001, Lots 19 - 22 respectively) within the Marris Canal Redevelopment Area.

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

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

\_\_\_\_\_  
**SECRETARY**

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of April 15, 2014.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Diane Coleman                       |                   |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       |                      |
| Rolando R. Lavarro, Jr.             |                   |                   |                       |                      |
| Timothy N. Mansour                  |                   |                   |                       |                      |
| John D. Petkanas                    |                   |                   |                       |                      |
| Russell Verducci                    |                   |                   |                       |                      |



March 28, 2014

**DRESDNER  
ROBIN**

Mr. Franklyn D. Ore  
Jersey City Redevelopment Agency  
Director of Development  
30 Montgomery Suite 900  
Jersey City, NJ 07302

**Re: Proposal for Environmental Services  
416-420 Communipaw Avenue  
City of Jersey City, Hudson County New Jersey 07304  
Proposal No. 2014-03-21**

Dear Mr. Ore:

Dresdner Robin is pleased to provide this proposal for environmental services in connection to the above referenced properties. The properties consist of three (3) vacant two-story structures with commercial space on the first floor and second floor residential apartments in a neighborhood commercial zone. Prior to demolition, the JCRA requires that asbestos certificates be obtained for the buildings.

## **SCOPE OF WORK**

### Task 1: Asbestos Survey

Representative sampling of potential asbestos containing material (ACM) will be performed in accordance with Asbestos Hazard Emergency Response Act (AHERA). Bulk samples will be collected and submitted to a laboratory in the National Voluntary Laboratory Accreditation Program (NVLAP) and analyzed for % asbestos. Friable materials including sheet rock, plaster, ceiling tiles, pipe insulation, etc. will be analyzed via the Polarized Light Microscopy (PLM) method (EPA/600/R-93/116). Non-friable organically bound (NOB) materials including resilient floor coverings, mastics, roofing materials, tars and glazing/caulking and other "problem matrix materials" will be analyzed via PLM-NOB or Transmission Electron Microscopy (TEM NOB-EPA 600/R-93/116b) as appropriate to determine asbestos content.

For the purpose of the preparation this proposal, Dresdner Robin estimates that sixty (60) PLM analyses and seventy (70) PLM-NOB or TEM analyses will be required. The actual number of samples submitted to the laboratory and types of analyses required is dependent on the number of homogeneous sampling surfaces identified and the number of layers for each homogenous area (especially for roofing materials) and may exceed this estimate. A laboratory turn-around-time of one (1) week is proposed for this project.

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Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

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371 Warren St  
P.O. Box 38  
**Jersey City, NJ 07303**  
201.217.9200  
201.217.9607 FAX

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

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

7 Doig Rd  
Suite 1  
**Wayne, NJ 07470**  
973.696.2600  
973.696.1362 FAX

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DresdnerRobin.com



## Schedule

Dresdner Robin plans to conduct the asbestos survey on April 2, 2014 assuming written authorization to proceed. Dresdner Robin assumes that you will coordinate access to the property.

Dresdner Robin will prepare an Asbestos Survey Summary Report within one (1) business week of the receipt of the asbestos samples at the laboratory. A laboratory analysis turn-around-time of one (1) week is assumed for this project. Dresdner Robin's report will include a summary of the ACM sampling, tables, and estimated quantities (if ACM is found) and can be provided to prospective contractors to obtain abatement estimates.

## **COST**

Dresdner Robin will conduct the scope of work detailed above for an estimated cost of **\$8,300** assuming standard laboratory turn-around-time (TAT) of five days. The total estimated cost is **\$8,700** in the event two-day TAT is requested for laboratory analysis. All work will be billed on a time and materials basis in accordance with Dresdner Robin's Standard Fee Schedule.

To engage our services, Dresdner Robin requires the signature of an authorized individual on the attached proposal acceptance sheet and initials on each page of the standard terms and conditions, and fee schedule (attached).

Should there be any reason to expand the scope of work Dresdner Robin will seek your approval before commencing any such additional work. Additional work will be billed monthly at a time and materials basis in accordance with our Standard Fee Schedule (attached). Payment terms are 30 days from the date of the invoice.

Thank you for this opportunity to provide you with this proposal for environmental consulting services. We look forward to working with you on this project. If you have any questions or need additional information regarding the information presented herein, please do not hesitate to call me at (201) 217 9200 Ext. 242.

Sincerely,  
Dresdner Robin

*Richard Mailhot*

Richard Mailhot  
Senior Project Manager

### *Attachments:*

1. Standard Terms and Conditions
2. Fee Schedule





**RESOLUTION OF THE BOARD OF  
COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AUTHORIZING  
CONTRACT NO. 14-04-FO7 WITH MID ATLANTIC  
ENGINEERING PARTNERS FOR PROFESSIONAL  
SERVICES FOR PROPERTY IN THE MORRIS  
CANAL REDEVELOPMENT AREA.**

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

**WHEREAS**, The Jersey City Redevelopment Agency owns properties located at 408 - 410, 412, 418B & 420 Communipaw Avenues (Block 20001 Lots 18, 19, 21 & 22) (See attached map); and

**WHEREAS**, the City of Jersey City owns property located at 199 Woodward Street (Block 20001, Lot 16); and

**WHEREAS**, the property located at 416B Communipaw Avenue (Block 20001, Lot 20) is privately owned; and

**WHEREAS**, The Agency requires a site boundary survey of said properties in preparation for demolition and future development; and

**WHEREAS**, the Agency has worked with Mid Atlantic Engineering Partners in the past regarding dilapidated properties; and

**WHEREAS**, the Agency attained a proposal from Mid Atlantic Engineering Partners dated April 8<sup>th</sup>, 2014 in the amount of \$2,850.00. (See attached proposal); and

**WHEREAS**, the contract term will not to exceed one (1) year in an amount not exceed the sum of \$2,850.00 and said ; and

**WHEREAS**, the site boundary survey will be paid for by Community Development Block Grant (CDBG) funds; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract 14-04-F07 in the amount not to exceed \$2,850.00 is hereby awarded to Mid Atlantic Engineering Partners for the purpose of a site boundary survey to acquire and demolish properties within the Morris Canal Redevelopment Area.

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

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

---

**SECRETARY**

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of April 15, 2014.**

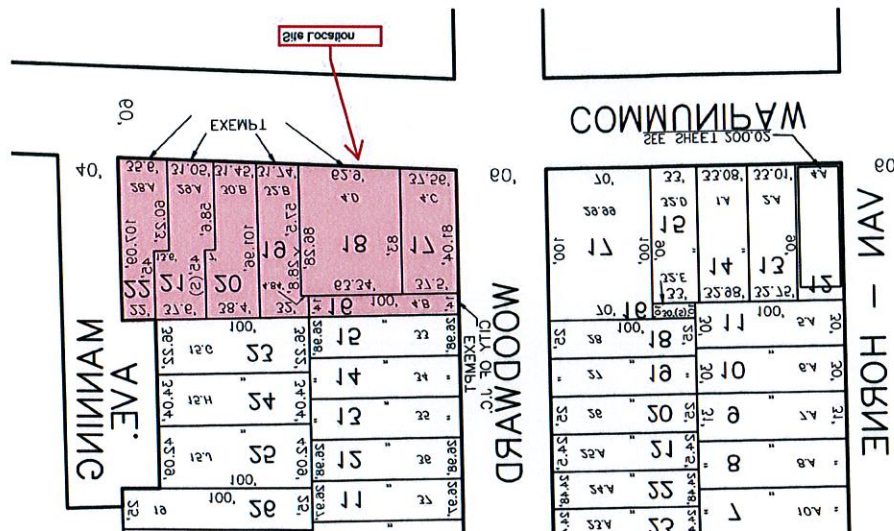
| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Diane Coleman                              |                   |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       |                      |
| Rolando R. Lavarro, Jr.                    |                   |                   |                       |                      |
| Timothy N. Mansour                         |                   |                   |                       |                      |
| John D. Petkanas                           |                   |                   |                       |                      |
| Russell Verducci                           |                   |                   |                       |                      |





**SURVEY PROPOSAL**  
**COMMUNIPAW AVE / BLOCK 20001, LOT'S 16-22**  
**JERSEY CITY, HUDSON COUNTY, NEW JERSEY**

The following proposal is presented to the Jersey City Redevelopment Agency to provide surveying services for the +/- 23,000 SF property known as Block 20001, Lot's 16-22 located on Communipaw Ave between Manning Ave & Woodward Ave and is currently a combination of buildings and vacant land..



The survey will be completed in accordance with the requirements listed below:

**Item 1: Site Boundary & Topographic Survey**

MidAtlantic will complete field survey work in order to prepare a plan including the following items:

- Property Boundary & Dimension (including easements as readily available \*)
- Adjacent Building Corners on lots 1,2, & 22 if accessible
- Spot Elevations throughout the property including the MLK sidewalk extending thru lots 1 & 22.
- R.O.W. width and sidewalk dimension
- Top & Bottom of Curb Elevations across lot frontage (one side of street)
- Visible Utilities including:
  - Sanitary / Storm Sewer with both nearest downstream & upstream manhole locations rim & invert elevations and pipe size. (if accessible, manholes w/in MLK will not be opened)
  - Water Main location & valves (as depicted by utility mark-out)
  - Gas Mains (as depicted by utility mark-out)
- Site features including trees, walks, walls & fences, buildings w/ finished floor elev.
- Horizontal datum NAD-1983 / Vertical datum NAVD-1988
- Plan Scale will be 1"=10'

\*A title report to be provided to MidAtlantic Engineering is required in order to confirm all site easements, if unavailable; MidAtlantic will depict easement data as obtainable from readily available existing mapping. MidAtlantic will provide five signed and sealed copies of the final plan along with a CD containing an AutoCAD file. Access to the property will be provided to MidAtlantic staff as required for completion of survey work, and in-accessible areas at time of survey will be noted.

**Fixed Fee: \$ 2,850.00**



## RATE SCHEDULE

|                          | HOURLY RATE           |
|--------------------------|-----------------------|
| PRINCIPAL                | \$160. <sup>00</sup>  |
| PROJECT MANAGER          | \$140. <sup>00</sup>  |
| SURVEY MANAGER           | \$140. <sup>00</sup>  |
| PROJECT ENGINEER         | \$120. <sup>00</sup>  |
| LICENSED SURVEYOR        | \$120. <sup>00</sup>  |
| STAFF ENGINEER           | \$ 105. <sup>00</sup> |
| DESIGN ENGINEER          | \$ 95. <sup>00</sup>  |
| CAD DRAFTSMAN            | \$ 85. <sup>00</sup>  |
| ADMINISTRATIVE ASSISTANT | \$ 55. <sup>00</sup>  |
| <hr/>                    |                       |
| SURVEY FIELD CREW        | \$150. <sup>00</sup>  |
| HYDROGRAPHIC SURVEY      | \$300. <sup>00</sup>  |
| FIELD INSPECTOR          | \$ 80. <sup>00</sup>  |

|  |                            |                                 |                             |
|--|----------------------------|---------------------------------|-----------------------------|
| WIDE FORMAT PLAN<br>18" X 24" PLAN OR LARGER | EACH<br>\$3. <sup>75</sup> | L.S. BOUND REPORT (0-100 PAGES) | EACH<br>\$15. <sup>00</sup> |
| SMALL FORMAT PLAN<br>11" X 17" PLAN          | \$1. <sup>75</sup>         | L.S. BOUND REPORT (>100 PAGES)  | \$25. <sup>00</sup>         |
| B/W COPY                                     | \$0. <sup>10</sup>         | ELECTRONIC CD SUBMISSION        | \$15. <sup>00</sup>         |
| COLOR COPY                                   | \$0. <sup>35</sup>         |                                 |                             |

THE RATES SHOWN HEREON ARE EFFECTIVE AS OF JAN. 1, 2014.

REIMBURSABLE OR OUT-OF-POCKET EXPENSES ARE TO BE INVOICED WITH A 15% SERVICE FEE.

HOURLY RATES ARE SUBJECT TO CHANGE IN ACCORDANCE WITH THE ANNUALLY PUBLISHED ENR RATE INCREASES.

SURVEY FIELD CREW SHALL BE CONSIDERED EITHER A 2-MAN CREW OR A SINGLE MAN CREW WITH A ROBOTIC INSTRUMENT.

GPS INSTRUMENT OPERATION SHALL BE INVOICED AS A SURVEY FIELD CREW.

HYDROGRAPHIC SURVEY IS TO BE INVOICED AT A MINIMUM OF EIGHT HOURS OR A DAILY RATE.

DELIVERIES WILL BE INVOICED AS A REIMBURSABLE EXPENSE, BILLED AT THE ADMINISTRATIVE HOURLY RATE.

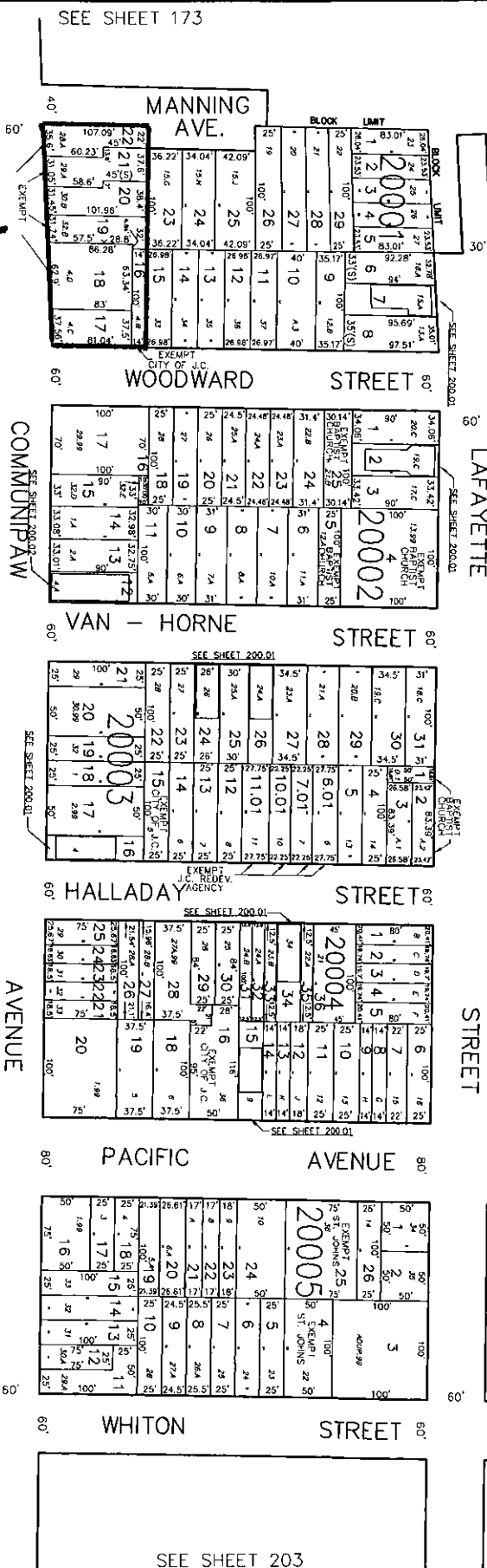
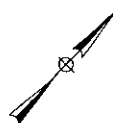


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SEE SHEET 174

SEE SHEET 190

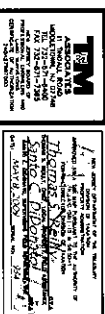
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SEE SHEET 189

SEE SHEET 201

SEE SHEET 202



ARH - COM#24GAZ1975500

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

200

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST, 2006

**RICHARD A. MORALEE, P.E., P.L.S.**  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
CONTRACT NUMBER 14-04-BD5 WITH LAWN BY  
YORKSHIRE FOR LANDSCAPING SERVICES AT BERRY  
LANE PARK**

**WHEREAS**, in order to properly maintain the property and grounds at Berry Lane Park, the Agency requires the services of a landscaper for the maintenance of the irrigation system, and care of the lawn, plants and trees that were planted at Berry Lane Park property; and

**WHEREAS**, a proposal to provide landscaping services April 1, 2014 through November 30, 2014 was received from Lawns by Yorkshire (hereinafter "Contractor") in the amount of \$17,320.00; and

**WHEREAS**, the Contractor will perform the required duties as outlined in the attached proposal dated April 15, 2014, in a workmanlike manner during normal business hours for landscaping services; and

**WHEREAS**, Agency staff has reviewed said proposal and found it acceptable; and

**WHEREAS**, in accordance with Local Public Contracts Law N.J.S.A. 40A:11-1 et seq., contracts under \$17,500.00 do not required competitive bidding.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute Contract No. 14-04-BD5 in the not to exceed amount of \$17,320.00 with for landscaping services at Berry Lane Park 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 April 15, 2014.**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Hon. Diane Coleman                  |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Hon. Rolando R. Lavarro, Jr.        |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell J. Verducci                 |            |            |                |               |



# **LAWNS BY YORKSHIRE**

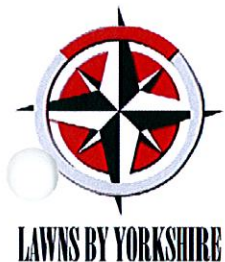
***Jersey City Redevelopment Agency***  
***Berry Lane Park, Jersey City***  
***2014 Landscape Management Proposal***

---

LAWNSBYYORKSHIRE

*Enhancing the American Landscape Since 1988*





April 15, 2014

Mr. Benjamin Delisle  
C/o Jersey City Redevelopment Agency  
66 York Street  
Jersey City, New Jersey 07302

Dear Mr. Delisle,

Thank you for allowing Lawns by Yorkshire, Inc. to present our 2014 Landscape Maintenance proposal for the Berry Lane Park property in Jersey City, New Jersey. Lawns by Yorkshire, Inc. is a complete site management company and has been in business for nearly 25 years. We are dedicated to providing quality and service and offer the accompanying proposal for your review.

We have based the proposal upon the specifications and quality and professional manner in which we maintain all of our current clientele.

Enclosed you can review the proposal and accompanying pricing page which are based on a Class A Specification to which this property deserves. In addition to the pricing pages, I have taken the liberty to provide you with additional items to help you understand LBY and our approach to a property of this magnitude.

- Sample Site Visit Report
- Landscape Management Gant Chart
- Site Map Outlining Separate Turf Delineations

A beautiful, well maintained landscape is an important part of every successful company's image.

Thank you again for giving Lawns By Yorkshire the opportunity to pursue this partnership with you and your team. I look forward to discussing this further with you.

Sincerely,

*Burke S. Hammonds*

Burke S. Hammonds  
Vice President

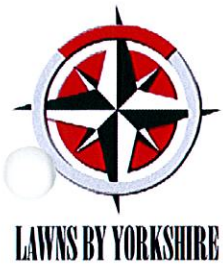
9 Bergenline Avenue  
Westwood, NJ 07675

201.666.5500  
FAX 201.666.0705

WWW.LAWNSBYYORKSHIRE.COM

Client Initials \_\_\_\_\_





PROPERTY: 1 BERRY LANE, JERSEY CITY (BALLFIELD)

CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

SCOPE OF WORK:

The Specifications will address and define cultural and associated practices for the care and maintenance of all landscaped areas. Materials will also be specified where applicable as to their content, quality, and use.

**1. TURFGRASS**

(a) *Cutting*

Turfgrass shall be cut at a height of 2"-3" up to twenty six (26) times per season or as conditions dictate. Cutting shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting, weather permitting. Cutting equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Turfgrass areas will be policed of all garbage prior to cutting to avoid contact with mower blades. Excess clippings shall be removed when applicable. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Trimming around all trees, shrubs, and all fixed objects shall be performed during each mowing service. Turf shall be cut as necessary to present a neat, well-maintained appearance.

(b) *Fertilization*

A quality commercial complete turf fertilizer will be applied up to two (2) times per season. Each application will deliver 0.75 pounds of actual nitrogen per acre of turfgrass. A granular product shall be used and broadcast evenly throughout the turfgrass area. Timing and application shall be in accordance to the health and wellness of the turfgrass. The overall program will result in dense, uniform turfgrass with sufficient rooting and pleasing color to enhance the beauty of the landscape.

(c) *Pre-emergence weed control*

A Pre-emergence Herbicide shall be applied up to two (2) times throughout the spring/early summer to anticipate the germination of crabgrass. A granular chemical application shall be used and be applied evenly throughout the turfgrass area. The actual timing and application shall be in accordance with the health and wellness of the turfgrass. The program will result in limiting the growth of crabgrass.

(d) *Post-emergence weed control*

A Post-emergence broad leaf weed control will be up to applied two (2) times throughout the landscape season with one (1) application specific to address post crabgrass control. The actual timing and application shall be in accordance with the health and wellness of the turfgrass. The program will result in limiting the growth of crabgrass.

9 Bergenline Avenue  
Westwood, NJ 07675

201.666.5500  
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- (e) *Leaf removal*  
Responsibilities will include two (2) highly concentrated leaf cleanup services throughout the fall to address leaves, twigs, and fallen branches from all areas including lawn areas, parking areas, beds, fence lines, foundations, and stair ways throughout the building(s). Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional leaf cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost. Litter from flowering or seeding shade and ornamental trees will be cleaned up throughout the year as it occurs.
- (f) *Edge Infield*  
Turfgrass adjacent to infield sand/clay will be edged up to two (2) occurrences per season. The result being a visible well-defined vertical edge approximately 2-3" in depth. Re-edging to be performed only on bed edges currently edged within the last 12 months.

## 2. SAND AND CLAY INFIELD AREA

- (a) *Weeding*  
All gravel, stone and paved areas shall be weeded weekly if necessary throughout the season to present a neat weed free appearance. Pre-emergent will be applied to planting beds, tree rings, and open mulch beds one (1) times per season and post-emergent chemical will be applied as needed throughout the landscape season. Weeds 3" or taller will be pulled by hand for immediate removal.
- (b) *Leaf removal*  
Responsibilities will include two (2) highly concentrated leaf cleanup services throughout the fall to address leaves, twigs, and fallen branches from all areas including stone and paved areas, roadways, gravel areas, and stone areas. Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional leaf cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost. Litter from flowering or seeding shade and ornamental trees will be cleaned up throughout the year as it occurs.

## 3. MISCELLANEOUS

- (a) *Policing of grounds*  
The entire property will be policed weekly prior to mowing operations to dispose of any debris located within its boundaries.
- (b) *Irrigation (Optional Service – Not Included in Base Contract)*  
The irrigation system will be monitored monthly with adjustments to the clocks and any applicable irrigation heads throughout the property. A spring Start Up and fall Winterization will be performed. All repairs will be performed only upon written approval by management.



- (c) A general spring cleanup shall be performed to remove all typical organic debris (sticks, fallen branches, leaves) from landscaped areas accumulated over winter months. Turfgrass adjacent to all planting bed areas with existing bed edges will be edged when applicable. Any excessive organic debris (fallen trees, large limbs) or trash from illegal dumping shall be removed upon written approval from management.
- (d) A fall clean-up shall be performed with conjunction of the final leaf clean-up and shall be completed prior to November 30<sup>th</sup> of each landscape season. Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost.
- (e) Any additional general cleanups due to heavy storms (wind, rain, tropical storms, etc) will be performed at an additional cost and upon written approval by management.

9 Bergenline Avenue  
Westwood, NJ 07675

201.666.5500  
FAX 201.666.0705

[WWW.LAWNSBYYORKSHIRE.COM](http://WWW.LAWNSBYYORKSHIRE.COM)

Client Initials \_\_\_\_\_





PROPERTY: 1 BERRY LANE, JERSEY CITY (BALLFIELD)  
CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

*Below pricing does not include Sales Tax and is based upon a 9 Month Billing Cycle.  
Billing Cycle does not reflect actual service schedule.*

| <u>Service</u>                               | <u>Amount</u>     | <u>Monthly Invoicing</u> |
|--|-------------------|--------------------------|
| <b>Subtotal of Services Listed Above</b>     | <b>\$6,515.00</b> | <b>\$814.40</b>          |
| Irrigation Start Up (Based on 15 Zones)      | \$565.00          |                          |
| Irrigation Winterization (Based on 15 Zones) | \$385.00          |                          |
| <b>Total Contract Value</b>                  | <b>\$</b>         | <b>\$</b>                |

If contract is terminated early by either party prior to contract fulfillment, Lawns By Yorkshire shall invoice for all work performed up to date of early termination.

Depending on weather and site conditions, actual services may not start on April 1<sup>st</sup> of each contracted season.

Payment Terms:

- Net 30 Days.
- A 2% monthly surcharge shall be applied to all unpaid past due balances.

Exclusions:

- Anything not specifically stated in this proposal is excluded.
- Removal of Hazardous Materials
- Responsibility of replacement of installed plant material due to lack of water.
- The marking of all utilities to be performed by others.
- Permits (If Applicable)
- Any/All services not included in above scope of work.

Notes:

- Lawns by Yorkshire, Inc. is not responsible for Artillery Fungus to Mulch
- All pricing is standard rate and is not valid on prevailing wage or union projects.

**SERVICE CONTRACT**

The undersigned **OWNER(S)** (hereinafter referred to as Owner) hereby contracts with **LAWNS BY YORKSHIRE, INC.**, of 9 Bergenline Avenue, Westwood, New Jersey, 07675 (hereinafter referred to as "Contractor"), for the performance of labor and the supplying of material (hereinafter referred to as the "Work") for the price, and subject to the terms and conditions hereinafter set forth.

1. **Scope of Work** The Contractor shall provide all the materials and perform all the Work shown on or referred to in **Schedule 1**. The Contractor shall commence and complete the Work on or about the dates set therefore in **Schedule 1**, unless otherwise agreed by the parties.

2. **The Contract Price** The Owner hereby agrees to pay to the Contractor for said work and materials in accordance with the terms set forth in **Schedule 2** attached hereto.

3. **Materials and Labor** The Contractor, at his own proper cost and charges, is to provide all manner of materials and labor for the due performance of the Work, except as set forth in **Schedule 3** attached hereto, for which labor and materials Owner agrees to pay as specified therein.

4. **Representations and Warranties of Owner** The Owner hereby represents and warrants that he is the Owner of the described premises and agrees to hold the Contractor harmless for any trespasses committed by Contractor by virtue of such representation. The Owner further warrants that the location of the Work is within his property lines, that it is in conformance with local zoning laws and regulations and that the Owner has made his own selection of the Work location.

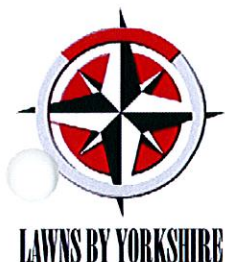
9 Bergenline Avenue  
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201.666.5500  
FAX 201.666.0705

WWW.LAWNSBYYORKSHIRE.COM

Client Initials \_\_\_\_\_





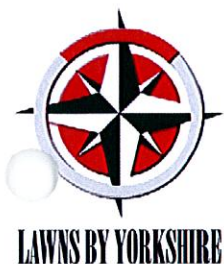
5. **Extra Work.** In the event that any conditions should be encountered which, in the opinion of the Contractor, require changes in or additions to the Work structure, operation or design, additional or other materials, labor and equipment, or in the event that the Owner or others shall create conditions delaying or making Contractor's Work more difficult, same shall be termed "Extra Work." As soon as practicable after the Contractor shall determine that Extra Work is involved, Contractor shall notify the Owner thereof in writing, specifying the nature and cost thereof ("Notice of Extra Work"). In the event that the Owner agrees to pay for the Extra Work, he shall so specify in writing within five (5) days of receipt of such Notice of Extra Work ("Acceptance of Extra Work") and the Contractor shall proceed accordingly. In the event the Owner shall not provide the Contractor with such Acceptance of the Extra Work, the Owner shall be deemed to have refused to agree to pay therefore, and the Contractor's obligations hereunder shall then terminate and the Owner shall pay the Contractor an amount equal to the actual cost of the labor and materials incurred to date, plus twenty (20%) percent thereof to cover Contractor's approximate loss of profits and overhead, and the Contractor shall not be required to replace the premises in a condition similar to that existent prior to its work thereon except upon those terms as the Contractor and Owner may agree in writing.
- 5.1 If the Owner shall request changes in the Work or additional Work to be done, in addition to that agreed to in Schedule 1, same shall also be Extra Work and the provisions of Paragraph 5 above shall apply thereto.
6. **Space and Access.** The Owner agrees to provide ample space for Work, storage of equipment and material, use of electricity for power tools and use of fresh water without cost to Contractor, and maintain convenient and unobstructed access to the Work location, and to permit necessary personnel and equipment of Contractor free entry and egress to and from the premises, and if such access is over land not owned by the Owner, the Owner shall secure the use of the access designated to Contractor.
7. **Plans and Specifications.** Any plans or specifications attached to this Agreement are incorporated into this Agreement. However, in case of conflict between such plans and specifications and the provisions of this Agreement, the provisions within this Agreement shall prevail. In the event certified plans are required for any permit or application for permit, it is understood that the cost of certification and cost of permit is Extra Work and shall be paid as such by the Owner.
8. **Non-Payment by Owner.** In the event the Owner shall fail to make the payments due hereunder pursuant to the agreed payment schedule or any agreement for Extra Work, the Contractor may treat this contract as breached by the Owner, terminate its obligations hereunder and retain all payments previously made as liquidated damages for the Work and preparation previously done and for loss of profits; or, at its option, the Contractor may continue to perform hereunder and hold the Owner liable in damages for breach thereof and the Contractor shall so notify the Owner thereof in writing. Continuation of performance of the contract by the Contractor after failure of the Owner to make the payments due hereunder pursuant to the above schedule or agreement for Extra Work, if any, shall not constitute a waiver of the Owner's breach of contract.
9. **Contractor's Equipment.** In no event shall the Owner have any interest in or right to possess, use, restrain, impound, attach or otherwise withhold from the Contractor any material or equipment brought by the Contractor, its agents, employees or representatives to the subject premises and the Owner shall be liable to the Contractor in damages for any withholding thereof after demand therefore by the Contractor.
10. **Waiver.** A waiver by the Contractor of the breach of any one of the terms and conditions herein contained by the Owner shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of the Owner of any obligation shall be applicable only to the particular transaction to which it is related, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach by the owner of any term or condition hereof or in the exercise by Contractor of any right hereunder shall not be construed as a waiver.
11. **Limitation of Responsibility.** The Contractor shall not be responsible for and the Owner agrees to hold the Contractor harmless from: (a) delays in performance caused by strikes, weather conditions, inability to obtain material or any other cause beyond the control of the Contractor, (b) injury or damage to any and all persons, animals, or property, real or personal, on or near the subject premises, sustained directly or indirectly as a result of any and all acts or omissions (other than negligent or willful acts or omissions) of the Contractor, its employees, agents, representatives, and assigns in the course of performance of the terms of this Agreement, whether individually or in conjunction with other persons; and (c) injury or damage to the subject property or adjoining premises caused by lightning, fire, flood, cloud bursts, or unusual water run-off or other conditions beyond the control of the Contractor existent prior to, during or after the performance of its obligations under this Agreement. In the event that any claim is asserted or suit instituted against the Contractor in this or any other jurisdiction by the Owner or any other person based upon any items set forth in (a), (b) or (c) above, the Owner agrees to indemnify the Contractor for any damage sustained thereby including court costs, filing fees, discovery expenses and reasonable attorneys' fees, except if a judgment is entered against the Contractor based upon a finding of fact of negligent or willful acts or omissions on the part of the Contractor, its agents, employees, representatives, or assigns.
12. **Collection of Account.** In the event that the Owner fails or refuses to pay the Contractor all the amounts due the Contractor hereunder pursuant to the terms hereof and the Contractor should institute suit in this or any other jurisdiction to recover same, the Contractor shall be entitled to and the Owner agrees to pay the Contractor, in addition to the damages awarded to the Contractor for the Owner's breach of contract, any and all court costs, filing fees, discovery expenses, and reasonable attorneys' fees incurred thereby. The Contractor shall be entitled to interest on the unpaid balance at the rate of eighteen (24%) percent per annum until payment.
13. **Warranty.** The Contractor warrants that all workmanship and materials used by it to be of good quality. It is agreed that the Contractor shall not be responsible for any such defects caused by reason of negligence on the part of persons other than the Contractor, its employees, agents and assigns; by reason of any act of God; or by reason of acts or omissions beyond the control of the Contractor. It is agreed that the Contractor's liability in the event of such a defect for which he is responsible hereunder is limited to the repair and replacement of the defective condition. It is understood and agreed that there are no other warranties of fitness or merchantability express or implied made by or on the part of the Contractor with regard to the subject of this agreement other than that which is set forth in this paragraph.
14. **Notice.** Any notice or service of process required by this contract or by law may be given to or made upon the Contractor by personal service, or by certified or registered mail addressed to Deutsch, Atkins, P.C. 25 Main Street Hackensack, NJ 07601, Attention: Bruce Atkins, or upon the Owner by personal service or by registered or certified mail addressed to the Owner at the address provided herein.
15. **Arbitration.** In the event that any dispute shall arise between the parties hereto as to any matter or thing covered hereby or as to the meaning of this Agreement or to any state of facts which may arise, same shall be settled by the agreement of the parties, or if they are unable to agree, same shall be settled by arbitration in Hackensack, New Jersey in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.
- 15.1 Refusal of one party to arbitrate shall entitle the remaining party to specifically enforce this Agreement in a court of competent jurisdiction, and, as a result of said refusal to arbitrate, the remaining party shall be entitled to receive costs, reasonable attorneys' fees and his share of the arbitration fee. Arbitration by the parties shall take place at a time and place as may be agreed upon, but if no agreement shall be reached, then at the principal place of business of the Corporation.
- 15.2 If it is determined by the arbitrators that one party was in default hereof or instituted (or defended) such arbitration proceeding not in good faith or without a reasonable basis in law or fact ("Defaulting Party"), the Defaulting Party shall bear the costs of the arbitration proceeding and pay to the other party or parties the reasonable attorney's fees and costs incurred in such proceeding, which amounts shall be separately determined by the arbitrators in such proceeding and become part of the amount of the arbitration award, payable by the Defaulting Party to the other party or parties.
- 15.3 If the Defaulting Party does not pay to the other party the arbitration award within ten (10) days of written demand therefore, and the other party shall institute suit in a court of competent jurisdiction to enforce said decision, the Defaulting Party shall pay the other party the reasonable attorney's fees and court costs incurred in such action.
- 15.4 This paragraph is in no way intended to preclude any party from enforcing his rights in a court of competent jurisdiction. It is intended hereby to resolve by arbitration questions of construction of this Agreement and to resolve factual issues that may be disputed by the parties. In the event of litigation, the parties agree that a Defaulting Party shall pay the reasonable attorney's fees of any non-defaulting party, together with court costs and reasonable expenses of litigation, said amount shall be determined by the trial judge upon completion of the trial prior to entry of judgment. In the event that all parties are found to be Defaulting Parties, no party shall be entitled to court costs, attorney's fees or litigation expenses.
- 15.5 While any Arbitration proceeding is pending, no party is excused from the payment of monies due hereunder, but if it is determined by the Arbitrators that monies paid during the Arbitration period were not due, the payee shall remit the amount of monies so paid, together with interest at the Default Rate (as hereinafter defined) from the date of receipt to the proper party, within ten (10) days of the issuance of the Arbitration Award.
- 15.6 Nothing herein is intended to prevent any party after a default by the other party from instituting any action in a court of competent jurisdiction to enforce its rights hereunder. If such enforcement action is not defended or if a defendant does not interpose in its Answer as a defense that there are issues of fact which require resolution by arbitration, the Court shall have jurisdiction over the subject matter of such dispute. The unsuccessful party in such judicial proceeding or with respect to any motion for relief made in such proceeding shall pay to the successful party the reasonable attorney's fees, court costs and expenses incurred in such proceeding.
16. **Entire Agreement.** This instrument contains the complete and entire agreement of the parties with respect to the subject matter herein contained and cancels and supersedes all prior agreements between the parties. It may not be changed orally but the Contractor is hereby authorized by the Owner to accept any written order, extras and changes given by the Owner, members of his family, architects or other agents of the Owner and said Owner shall be responsible for such items, upon acceptance by the Contractor.
17. **Validity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

9 Bergenline Avenue  
Westwood, NJ 07675

201.666.5500  
FAX 201.666.0705

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Client Initials \_\_\_\_\_



18. **Governing Law.** It is understood and agreed that this Agreement and all of the rights and obligations of the parties hereunder shall be governed and construed under the laws of the State of New Jersey.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall first be executed by the Owner and then by the Contractor and shall be deemed to have been executed in New Jersey.

20. **Consent to Jurisdiction.** The parties hereto hereby agree that for any action commenced hereunder to enforce the provisions of this Agreement, the New Jersey State courts or the federal court located in the State of New Jersey shall have exclusive jurisdiction to hear and determine any suit instituted under this Agreement. Each party expressly submits in advance to such jurisdiction in any action or proceeding commenced by the other, hereby waiving personal service of the summons and complaint or other process or papers issued therein, and agreeing that service of such summons and complaint, or other process or papers may be made in accordance with the Notice provisions of this Agreement.

21. **Gender.** In all references herein to any parties, person, entities or corporations, the use of any particular gender or plural or singular number is intended to include the appropriate gender or number as the rest of this Agreement may require.

For the performance of all and singular and covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and caused these presents to be signed individually or by their duly authorized officers.

I have read & understand the conditions of this document. Payment terms are net 30 days, after 45 days a service charge not exceeding 2% monthly shall be added to the outstanding balance. Service interruption may occur should balances reach or exceed 60 days.

Contractor: Lawns By Yorkshire, Inc.

Approved By: \_\_\_\_\_

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

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

Owner: Jersey City Redevelopment Agency

Approved by: \_\_\_\_\_

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

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

Jersey City Redevelopment Agency

Berry Lane Park - Ballfield - 2014 Landscape Mgmt

Base Contract: \$6,515.00 plus NJ sales tax

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PROPERTY: 1 BERRY LANE, JERSEY CITY (FINE TURF)

CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

#### SCOPE OF WORK:

The Specifications will address and define cultural and associated practices for the care and maintenance of all landscaped areas. Materials will also be specified where applicable as to their content, quality, and use.

### 1. TURFGRASS

(a) *Cutting*

Turfgrass shall be cut at a height of 2"-3" up to twenty six (26) times per season or as conditions dictate. Cutting shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting, weather permitting. Cutting equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Turfgrass areas will be policed of all garbage prior to cutting to avoid contact with mower blades. Excess clippings shall be removed when applicable. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Trimming around all trees, shrubs, and all fixed objects shall be performed during each mowing service. Turf shall be cut as necessary to present a neat, well-maintained appearance.

(b) *Fertilization*

A quality commercial complete turf fertilizer will be applied up to one (1) time per season. Each application will deliver 0.75 pounds of actual nitrogen per acre of turfgrass. A granular product shall be used and broadcast evenly throughout the turfgrass area. Timing and application shall be in accordance to the health and wellness of the turfgrass. The overall program will result in dense, uniform turfgrass with sufficient rooting and pleasing color to enhance the beauty of the landscape.

(c) *Pre-emergence weed control*

A Pre-emergence Herbicide shall be applied up to one (1) time throughout the spring/early summer to anticipate the germination of crabgrass. A granular chemical application shall be used and be applied evenly throughout the turfgrass area. The actual timing and application shall be in accordance with the health and wellness of the turfgrass. The program will result in limiting the growth of crabgrass.

(d) *Post-emergence weed control*

A Post-emergence broad leaf weed control will be up to applied one (1) time throughout the landscape season with one (1) application specific to address post crabgrass control. The actual timing and application shall be in accordance with the health and wellness of the turfgrass. The program will result in limiting the growth of crabgrass.

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(e) *Leaf removal*

Responsibilities will include two (2) highly concentrated leaf cleanup services throughout the fall to address leaves, twigs, and fallen branches from all areas including lawn areas, parking areas, beds, fence lines, foundations, and stair ways throughout the building(s). Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional leaf cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost. Litter from flowering or seeding shade and ornamental trees will be cleaned up throughout the year as it occurs.

2. **MISCELLANEOUS**

(a) *Policing of grounds*

The entire property will be policed weekly prior to mowing operations to dispose of any debris located within its boundaries.

(b) *Irrigation (Optional Service – Not Included in Base Contract)*

The irrigation system will be monitored monthly with adjustments to the clocks and any applicable irrigation heads throughout the property. A spring Start Up and fall Winterization will be performed. All repairs will be performed only upon written approval by management.

(c) A general spring cleanup shall be performed to remove all typical organic debris (sticks, fallen branches, leaves) from landscaped areas accumulated over winter months. Turfgrass adjacent to all planting bed areas with existing bed edges will be edged when applicable. Any excessive organic debris (fallen trees, large limbs) or trash from illegal dumping shall be removed upon written approval from management.

(d) A fall clean-up shall be performed with conjunction of the final leaf clean-up and shall be completed prior to November 30<sup>th</sup> of each landscape season. Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost.

(e) Any additional general cleanups due to heavy storms (wind, rain, tropical storms, etc) will be performed at an additional cost and upon written approval by management.





PROPERTY: 1 BERRY LANE, JERSEY CITY (FINE TURF)  
CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

*Below pricing does not include Sales Tax and is based upon a 9 Month Billing Cycle.  
Billing Cycle does not reflect actual service schedule.*

| <u>Service</u>                           | <u>Amount</u>     | <u>Monthly Invoicing</u> |
|--|-------------------|--------------------------|
| <b>Subtotal of Services Listed Above</b> | <b>\$6,665.00</b> | <b>\$833.20</b>          |
| <b>Total Contract Value</b>              | <b>\$</b>         | <b>\$</b>                |

If contract is terminated early by either party prior to contract fulfillment, Lawns By Yorkshire shall invoice for all work performed up to date of early termination.

Depending on weather and site conditions, actual services may not start on April 1<sup>st</sup> of each contracted season.

Payment Terms:

- Net 30 Days.
- A 2% monthly surcharge shall be applied to all unpaid past due balances.

Exclusions:

- Anything not specifically stated in this proposal is excluded.
- Removal of Hazardous Materials
- Responsibility of replacement of installed plant material due to lack of water.
- The marking of all utilities to be performed by others.
- Permits (If Applicable)
- Any/All services not included in above scope of work.

Notes:

- Lawns by Yorkshire, Inc. is not responsible for Artillery Fungus to Mulch
- All pricing is standard rate and is not valid on prevailing wage or union projects.

**SERVICE CONTRACT**

The undersigned OWNER(S) (hereinafter referred to as Owner) hereby contracts with LAWNS BY YORKSHIRE, INC., of 9 Bergenline Avenue, Westwood, New Jersey, 07675 (hereinafter referred to as "Contractor"), for the performance of labor and the supplying of material (hereinafter referred to as the "Work") for the price, and subject to the terms and conditions hereinafter set forth.

1. **Scope of Work.** The Contractor shall provide all the materials and perform all the Work shown on or referred to in **Schedule 1**. The Contractor shall commence and complete the Work on or about the dates set therefore in **Schedule 1**, unless otherwise agreed by the parties.
2. **The Contract Price.** The Owner hereby agrees to pay to the Contractor for said work and materials in accordance with the terms set forth in **Schedule 2** attached hereto.
3. **Materials and Labor.** The Contractor, at his own proper cost and charges, is to provide all manner of materials and labor for the due performance of the Work, except as set forth in **Schedule 3** attached hereto, for which labor and materials Owner agrees to pay as specified therein.
4. **Representations and Warranties of Owner.** The Owner hereby represents and warrants that he is the Owner of the described premises and agrees to hold the Contractor harmless for any trespasses committed by Contractor by virtue of such representation. The Owner further warrants that the location of the Work is within his property lines, that it is in conformance with local zoning laws and regulations and that the Owner has made his own selection of the Work location.

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5. **Extra Work.** In the event that any conditions should be encountered which, in the opinion of the Contractor, require changes in or additions to the Work structure, operation or design, additional or other materials, labor and equipment, or in the event that the Owner or others shall create conditions delaying or making Contractor's Work more difficult, same shall be termed "Extra Work." As soon as practicable after the Contractor shall determine that Extra Work is involved, Contractor shall notify the Owner thereof in writing, specifying the nature and cost thereof ("Notice of Extra Work"). In the event that the Owner agrees to pay for the Extra Work, he shall so specify in writing within five (5) days of receipt of such Notice of Extra Work ("Acceptance of Extra Work") and the Contractor shall proceed accordingly. In the event the Owner shall not provide the Contractor with such Acceptance of the Extra Work, the Owner shall be deemed to have refused to agree to pay therefore, and the Contractor's obligations hereunder shall then terminate and the Owner shall pay the Contractor an amount equal to the actual cost of the labor and materials incurred to date, plus twenty (20%) percent thereof to cover Contractor's approximate loss of profits and overhead, and the Contractor shall not be required to replace the premises in a condition similar to that existent prior to its work thereon except upon those terms as the Contractor and Owner may agree in writing.
- 5.1 If the Owner shall request changes in the Work or additional Work to be done, in addition to that agreed to in Schedule 1, same shall also be Extra Work and the provisions of Paragraph 5 above shall apply thereto.
6. **Space and Access.** The Owner agrees to provide ample space for Work, storage of equipment and material, use of electricity for power tools and use of fresh water without cost to Contractor, and maintain convenient and unobstructed access to the Work location, and to permit necessary personnel and equipment of Contractor free entry and egress to and from the premises, and if such access is over land not owned by the Owner, the Owner shall secure the use of the access designated to Contractor.
7. **Plans and Specifications.** Any plans or specifications attached to this Agreement are incorporated into this Agreement. However, in case of conflict between such plans and specifications and the provisions of this Agreement, the provisions within this Agreement shall prevail. In the event certified plans are required for any permit or application for permit, it is understood that the cost of certification and cost of permit is Extra Work and shall be paid as such by the Owner.
8. **Non-Payment by Owner.** In the event the Owner shall fail to make the payments due hereunder pursuant to the agreed payment schedule or any agreement for Extra Work, the Contractor may treat this contract as breached by the Owner, terminate its obligations hereunder and retain all payments previously made as liquidated damages for the Work and preparation previously done and for loss of profits; or, at its option, the Contractor may continue to perform hereunder and hold the Owner liable in damages for breach thereof and the Contractor shall so notify the Owner thereof in writing. Continuation of performance of the contract by the Contractor after failure of the Owner to make the payments due hereunder pursuant to the above schedule or agreement for Extra Work, if any, shall not constitute a waiver of the Owner's breach of contract.
9. **Contractor's Equipment.** In no event shall the Owner have any interest in or right to possess, use, restrain, impound, attach or otherwise withhold from the Contractor any material or equipment brought by the Contractor, its agents, employees or representatives to the subject premises and the Owner shall be liable to the Contractor in damages for any withholding thereof after demand therefore by the Contractor.
10. **Waiver.** A waiver by the Contractor of the breach of any one of the terms and conditions herein contained by the Owner shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of the Owner of any obligation shall be applicable only to the particular transaction to which it is related, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach by the owner of any term or condition hereof or in the exercise by Contractor of any right hereunder shall not be construed as a waiver.
11. **Limitation of Responsibility.** The Contractor shall not be responsible for and the Owner agrees to hold the Contractor harmless from: (a) delays in performance caused by strikes, weather conditions, inability to obtain material or any other cause beyond the control of the Contractor; (b) injury or damage to any and all persons, animals, or property, real or personal, on or near the subject premises, sustained directly or indirectly as a result of any and all acts or omissions (other than negligent or willful acts or omissions) of the Contractor, its employees, agents, representatives, and assigns in the course of performance of the terms of this Agreement, whether individually or in conjunction with other persons; and (c) injury or damage to the subject property or adjoining premises caused by lightning, fire, flood, cloud bursts, or unusual water run-off or other conditions beyond the control of the Contractor existent prior to, during or after the performance of its obligations under this Agreement. In the event that any claim is asserted or suit instituted against the Contractor in this or any other jurisdiction by the Owner or any other person based upon any items set forth in (a), (b) or (c) above, the Owner agrees to indemnify the Contractor for any damage sustained thereby including court costs, filing fees, discovery expenses and reasonable attorneys' fees, except if a judgment is entered against the Contractor based upon a finding of fact of negligent or willful acts or omissions on the part of the Contractor, its agents, employees, representatives, or assigns.
12. **Collection of Account.** In the event that the Owner fails or refuses to pay the Contractor all the amounts due the Contractor hereunder pursuant to the terms hereof and the Contractor should institute suit in this or any other jurisdiction to recover same, the Contractor shall be entitled to and the Owner agrees to pay the Contractor, in addition to the damages awarded to the Contractor for the Owner's breach of contract, any and all court costs, filing fees, discovery expenses, and reasonable attorneys' fees incurred thereby. The Contractor shall be entitled to interest on the unpaid balance at the rate of eighteen (24%) percent per annum until payment.
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14. **Notice.** Any notice or service of process required by this contract or by law may be given to or made upon the Contractor by personal service, or by certified or registered mail addressed to Deutsch, Atkins, P.C. 25 Main Street Hackensack, NJ 07601, Attention: Bruce Atkins, or upon the Owner by personal service or by registered or certified mail addressed to the Owner at the address provided herein.
15. **Arbitration.** In the event that any dispute shall arise between the parties hereto as to any matter or thing covered hereby or as to the meaning of this Agreement or to any state of facts which may arise, same shall be settled by the agreement of the parties, or if they are unable to agree, same shall be settled by arbitration in Hackensack, New Jersey in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.
- 15.1 Refusal of one party to arbitrate shall entitle the remaining party to specifically enforce this Agreement in a court of competent jurisdiction, and, as a result of said refusal to arbitrate, the remaining party shall be entitled to receive costs, reasonable attorneys' fees and his share of the arbitration fee. Arbitration by the parties shall take place at a time and place as may be agreed upon, but if no agreement shall be reached, then at the principal place of business of the Corporation.
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- 15.6 Nothing herein is intended to prevent any party after a default by the other party from instituting any action in a court of competent jurisdiction to enforce its rights hereunder. If such enforcement action is not defended or if a defendant does not interpose in its Answer as a defense that there are issues of fact which require resolution by arbitration, the Court shall have jurisdiction over the subject matter of such dispute. The unsuccessful party in such judicial proceeding or with respect to any motion for relief made in such proceeding shall pay to the successful party the reasonable attorney's fees, court costs and expenses incurred in such proceeding.
16. **Entire Agreement.** This instrument contains the complete and entire agreement of the parties with respect to the subject matter herein contained and cancels and supersedes all prior agreements between the parties. It may not be changed orally but the Contractor is hereby authorized by the Owner to accept any written order, extras and changes given by the Owner, members of his family, architects or other agents of the Owner and said Owner shall be responsible for such items, upon acceptance by the Contractor.
17. **Validity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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20. **Consent to Jurisdiction.** The parties hereto hereby agree that for any action commenced hereunder to enforce the provisions of this Agreement, the New Jersey State courts or the federal court located in the State of New Jersey shall have exclusive jurisdiction to hear and determine any suit instituted under this Agreement. Each party expressly submits in advance to such jurisdiction in any action or proceeding commenced by the other, hereby waiving personal service of the summons and complaint or other process or papers issued therein, and agreeing that service of such summons and complaint, or other process or papers may be made in accordance with the Notice provisions of this Agreement.

21. **Gender.** In all references herein to any parties, person, entities or corporations, the use of any particular gender or plural or singular number is intended to include the appropriate gender or number as the rest of this Agreement may require.

For the performance of all and singular covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and caused these presents to be signed individually or by their duly authorized officers.

I have read & understand the conditions of this document. Payment terms are net 30 days, after 45 days a service charge not exceeding 2% monthly shall be added to the outstanding balance. Service interruption may occur should balances reach or exceed 60 days.

Contractor: Lawns By Yorkshire, Inc.

Approved By: \_\_\_\_\_

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

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

Owner: Jersey City Redevelopment Agency

Approved by: \_\_\_\_\_

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

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

Jersey City Redevelopment Agency

Berry Lane Park – Fine Turf – 2014 Landscape Mgmt

Base Contract: \$6,665.00 plus NJ sales tax

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PROPERTY: 1 BERRY LANE, JERSEY CITY (SECONDARY TURF)

CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

#### SCOPE OF WORK:

The Specifications will address and define cultural and associated practices for the care and maintenance of all landscaped areas. Materials will also be specified where applicable as to their content, quality, and use.

### 1. TURFGRASS

(a) *Cutting*

Turfgrass shall be cut at a height of 2"-3" up to twenty six (26) times per season or as conditions dictate. Cutting shall be done frequently enough so that no more than 1/3 of the grass blade is removed per cutting, weather permitting. Cutting equipment and patterns shall be employed to permit recycling of clippings where possible and present a neat appearance. Turfgrass areas will be policed of all garbage prior to cutting to avoid contact with mower blades. Excess clippings shall be removed when applicable. Blades on all equipment shall be sharp to prevent tearing of the grass blades. Trimming around all trees, shrubs, and all fixed objects shall be performed during each mowing service. Turf shall be cut as necessary to present a neat, well-maintained appearance.

(b) *Leaf removal*

Responsibilities will include two (2) highly concentrated leaf cleanup services throughout the fall to address leaves, twigs, and fallen branches from all areas including lawn areas, parking areas, beds, fence lines, foundations, and stair ways throughout the building(s). Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional leaf cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost. Litter from flowering or seeding shade and ornamental trees will be cleaned up throughout the year as it occurs.

### 2. MISCELLANEOUS

(a) *Policing of grounds*

The entire property will be policed weekly prior to mowing operations to dispose of any debris located within its boundaries.

(b)

A general spring cleanup shall be performed to remove all typical organic debris (sticks, fallen branches, leaves) from landscaped areas accumulated over winter months. Turfgrass adjacent to all planting bed areas with existing bed edges will be edged when applicable. Any excessive organic debris (fallen trees, large limbs) or trash from illegal dumping shall be removed upon written approval from management.

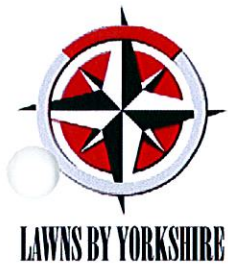
9 Bergenline Avenue  
Westwood, NJ 07675

201.666.5500  
FAX 201.666.0705

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- (c) A fall clean-up shall be performed with conjunction of the final leaf clean-up and shall be completed prior to November 30<sup>th</sup> of each landscape season. Any remaining debris accumulated after November 30<sup>th</sup> of each landscape season shall be collected during spring cleanup operations. Any additional cleanup services after November 30<sup>th</sup> of each landscape season shall be at an additional cost.
- (d) Any additional general cleanups due to heavy storms (wind, rain, tropical storms, etc) will be performed at an additional cost and upon written approval by management.

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PROPERTY: 1 BERRY LANE, JERSEY CITY (SECONDARY TURF)  
CONTRACT DATES: APRIL 1, 2014 – NOVEMBER 30, 2014

*Below pricing does not include Sales Tax and is based upon a 9 Month Billing Cycle.  
Billing Cycle does not reflect actual service schedule.*

| <u>Service</u>                           | <u>Amount</u>     | <u>Monthly Invoicing</u> |
|--|-------------------|--------------------------|
| <b>Subtotal of Services Listed Above</b> | <b>\$3,190.00</b> | <b>\$398.80</b>          |
| <b>Total Contract Value</b>              | <b>\$</b>         | <b>\$</b>                |

If contract is terminated early by either party prior to contract fulfillment, Lawns By Yorkshire shall invoice for all work performed up to date of early termination.

Depending on weather and site conditions, actual services may not start on April 1<sup>st</sup> of each contracted season.

Payment Terms:

- Net 30 Days.
- A 2% monthly surcharge shall be applied to all unpaid past due balances.

Exclusions:

- Anything not specifically stated in this proposal is excluded.
- Removal of Hazardous Materials
- Responsibility of replacement of installed plant material due to lack of water.
- The marking of all utilities to be performed by others.
- Permits (If Applicable)
- Any/All services not included in above scope of work.

Notes:

- Lawns by Yorkshire, Inc. is not responsible for Artillery Fungus to Mulch
- All pricing is standard rate and is not valid on prevailing wage or union projects.

**SERVICE CONTRACT**

The undersigned **OWNER(S)** (hereinafter referred to as Owner) hereby contracts with **LAWNS BY YORKSHIRE, INC.**, of 9 Bergenline Avenue, Westwood, New Jersey, 07675 (hereinafter referred to as "Contractor"), for the performance of labor and the supplying of material (hereinafter referred to as the "Work") for the price, and subject to the terms and conditions hereinafter set forth.

1. **Scope of Work.** The Contractor shall provide all the materials and perform all the Work shown on or referred to in **Schedule 1**. The Contractor shall commence and complete the Work on or about the dates set therefore in **Schedule 1**, unless otherwise agreed by the parties.
2. **The Contract Price.** The Owner hereby agrees to pay to the Contractor for said work and materials in accordance with the terms set forth in **Schedule 2** attached hereto.
3. **Materials and Labor.** The Contractor, at his own proper cost and charges, is to provide all manner of materials and labor for the due performance of the Work, except as set forth in **Schedule 3** attached hereto, for which labor and materials Owner agrees to pay as specified therein.
4. **Representations and Warranties of Owner.** The Owner hereby represents and warrants that he is the Owner of the described premises and agrees to hold the Contractor harmless for any trespasses committed by Contractor by virtue of such representation. The Owner further warrants that the location of the Work is within his property lines, that it is in conformance with local zoning laws and regulations and that the Owner has made his own selection of the Work location.

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5. **Extra Work.** In the event that any conditions should be encountered which, in the opinion of the Contractor, require changes in or additions to the Work structure, operation or design, additional or other materials, labor and equipment, or in the event that the Owner or others shall create conditions delaying or making Contractor's Work more difficult, same shall be termed "Extra Work." As soon as practicable after the Contractor shall determine that Extra Work is involved, Contractor shall notify the Owner thereof in writing, specifying the nature and cost thereof ("Notice of Extra Work"). In the event that the Owner agrees to pay for the Extra Work, he shall so specify in writing within five (5) days of receipt of such Notice of Extra Work ("Acceptance of Extra Work") and the Contractor shall proceed accordingly. In the event the Owner shall not provide the Contractor with such Acceptance of the Extra Work, the Owner shall be deemed to have refused to agree to pay therefore, and the Contractor's obligations hereunder shall then terminate and the Owner shall pay the Contractor an amount equal to the actual cost of the labor and materials incurred to date, plus twenty (20%) percent thereof to cover Contractor's approximate loss of profits and overhead, and the Contractor shall not be required to replace the premises in a condition similar to that existent prior to its work thereon except upon those terms as the Contractor and Owner may agree in writing.
- 5.1 If the Owner shall request changes in the Work or additional Work to be done, in addition to that agreed to in Schedule 1, same shall also be Extra Work and the provisions of Paragraph 5 above shall apply thereto.
6. **Space and Access.** The Owner agrees to provide ample space for Work, storage of equipment and material, use of electricity for power tools and use of fresh water without cost to Contractor, and maintain convenient and unobstructed access to the Work location, and to permit necessary personnel and equipment of Contractor free entry and egress to and from the premises, and if such access is over land not owned by the Owner, the Owner shall secure the use of the access designated to Contractor.
7. **Plans and Specifications.** Any plans or specifications attached to this Agreement are incorporated into this Agreement. However, in case of conflict between such plans and specifications and the provisions of this Agreement, the provisions within this Agreement shall prevail. In the event certified plans are required for any permit or application for permit, it is understood that the cost of certification and cost of permit is Extra Work and shall be paid as such by the Owner.
8. **Non-Payment by Owner.** In the event the Owner shall fail to make the payments due hereunder pursuant to the agreed payment schedule or any agreement for Extra Work, the Contractor may treat this contract as breached by the Owner, terminate its obligations hereunder and retain all payments previously made as liquidated damages for the Work and preparation previously done and for loss of profits; or, at its option, the Contractor may continue to perform hereunder and hold the Owner liable in damages for breach thereof and the Contractor shall so notify the Owner thereof in writing. Continuation of performance of the contract by the Contractor after failure of the Owner to make the payments due hereunder pursuant to the above schedule or agreement for Extra Work, if any, shall not constitute a waiver of the Owner's breach of contract.
9. **Contractor's Equipment.** In no event shall the Owner have any interest in or right to possess, use, restrain, impound, attach or otherwise withhold from the Contractor any material or equipment brought by the Contractor, its agents, employees or representatives to the subject premises and the Owner shall be liable to the Contractor in damages for any withholding thereof after demand therefore by the Contractor.
10. **Waiver.** A waiver by the Contractor of the breach of any one of the terms and conditions herein contained by the Owner shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of the Owner of any obligation shall be applicable only to the particular transaction to which it is related, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach by the owner of any term or condition hereof or in the exercise by Contractor of any right hereunder shall not be construed as a waiver.
11. **Limitation of Responsibility.** The Contractor shall not be responsible for and the Owner agrees to hold the Contractor harmless from: (a) delays in performance caused by strikes, weather conditions, inability to obtain material or any other cause beyond the control of the Contractor, (b) injury or damage to any and all persons, animals, or property, real or personal, on or near the subject premises, sustained directly or indirectly as a result of any and all acts or omissions (other than negligent or willful acts or omissions) of the Contractor, its employees, agents, representatives, and assigns in the course of performance of the terms of this Agreement, whether individually or in conjunction with other persons; and (c) injury or damage to the subject property or adjoining premises caused by lightning, fire, flood, cloud bursts, or unusual water run-off or other conditions beyond the control of the Contractor existent prior to, during or after the performance of its obligations under this Agreement. In the event that any claim is asserted or suit instituted against the Contractor in this or any other jurisdiction by the Owner or any other person based upon any items set forth in (a), (b) or (c) above, the Owner agrees to indemnify the Contractor for any damage sustained thereby including court costs, filing fees, discovery expenses and reasonable attorneys' fees, except if a judgment is entered against the Contractor based upon a finding of fact of negligent or willful acts or omissions on the part of the Contractor, its agents, employees, representatives, or assigns.
12. **Collection of Account.** In the event that the Owner fails or refuses to pay the Contractor all the amounts due the Contractor hereunder pursuant to the terms hereof and the Contractor should institute suit in this or any other jurisdiction to recover same, the Contractor shall be entitled to and the Owner agrees to pay the Contractor, in addition to the damages awarded to the Contractor for the Owner's breach of contract, any and all court costs, filing fees, discovery expenses, and reasonable attorneys' fees incurred thereby. The Contractor shall be entitled to interest on the unpaid balance at the rate of eighteen (24%) percent per annum until payment.
13. **Warranty.** The Contractor warrants that all workmanship and materials used by it to be of good quality. It is agreed that the Contractor shall not be responsible for any such defects caused by reason of negligence on the part of persons other than the Contractor, its employees, agents and assigns; by reason of any act of God; or by reason of acts or omissions beyond the control of the Contractor. It is agreed that the Contractor's liability in the event of such a defect for which he is responsible hereunder is limited to the repair and replacement of the defective condition. It is understood and agreed that there are no other warranties of fitness or merchantability express or implied made by or on the part of the Contractor with regard to the subject of this agreement other than that which is set forth in this paragraph.
14. **Notice.** Any notice or service of process required by this contract or by law may be given to or made upon the Contractor by personal service, or by certified or registered mail addressed to Deutsch, Atkins, P.C. 25 Main Street Hackensack, NJ 07601, Attention: Bruce Atkins, or upon the Owner by personal service or by registered or certified mail addressed to the Owner at the address provided herein.
15. **Arbitration.** In the event that any dispute shall arise between the parties hereto as to any matter or thing covered hereby or as to the meaning of this Agreement or to any state of facts which may arise, same shall be settled by the agreement of the parties, or if they are unable to agree, same shall be settled by arbitration in Hackensack, New Jersey in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.
- 15.1 Refusal of one party to arbitrate shall entitle the remaining party to specifically enforce this Agreement in a court of competent jurisdiction, and, as a result of said refusal to arbitrate, the remaining party shall be entitled to receive costs, reasonable attorneys' fees and his share of the arbitration fee. Arbitration by the parties shall take place at a time and place as may be agreed upon, but if no agreement shall be reached, then at the principal place of business of the Corporation.
- 15.2 If it is determined by the arbitrators that one party was in default hereof or instituted (or defended) such arbitration proceeding not in good faith or without a reasonable basis in law or fact ("Defaulting Party"), the Defaulting Party shall bear the costs of the arbitration proceeding and pay to the other party or parties the reasonable attorney's fees and costs incurred in such proceeding, which amounts shall be separately determined by the arbitrators in such proceeding and become part of the amount of the arbitration award, payable by the Defaulting Party to the other party or parties.
- 15.3 If the Defaulting Party does not pay to the other party the arbitration award within ten (10) days of written demand therefore, and the other party shall institute suit in a court of competent jurisdiction to enforce said decision, the Defaulting Party shall pay the other party the reasonable attorney's fees and court costs incurred in such action.
- 15.4 This paragraph is in no way intended to preclude any party from enforcing his rights in a court of competent jurisdiction. It is intended hereby to resolve by arbitration questions of construction of this Agreement and to resolve factual issues that may be disputed by the parties. In the event of litigation, the parties agree that a Defaulting Party shall pay the reasonable attorney's fees of any non-defaulting party, together with court costs and reasonable expenses of litigation; said amount shall be determined by the trial judge upon completion of the trial prior to entry of judgment. In the event that all parties are found to be Defaulting Parties, no party shall be entitled to court costs, attorney's fees or litigation expenses.
- 15.5 While any Arbitration proceeding is pending, no party is excused from the payment of monies due hereunder, but if it is determined by the Arbitrators that monies paid during the Arbitration period were not due, the payee shall remit the amount of monies so paid, together with interest at the Default Rate (as hereinafter defined) from the date of receipt to the proper party, within ten (10) days of the issuance of the Arbitration Award.
- 15.6 Nothing herein is intended to prevent any party after a default by the other party from instituting any action in a court of competent jurisdiction to enforce its rights hereunder. If such enforcement action is not defended or if a defendant does not interpose in its Answer as a defense that there are issues of fact which require resolution by arbitration, the Court shall have jurisdiction over the subject matter of such dispute. The unsuccessful party in such judicial proceeding or with respect to any motion for relief made in such proceeding shall pay to the successful party the reasonable attorney's fees, court costs and expenses incurred in such proceeding.
16. **Entire Agreement.** This instrument contains the complete and entire agreement of the parties with respect to the subject matter herein contained and cancels and supersedes all prior agreements between the parties. It may not be changed orally but the Contractor is hereby authorized by the Owner to accept any written order, extras and changes given by the Owner, members of his family, architects or other agents of the Owner and said Owner shall be responsible for such items, upon acceptance by the Contractor.
17. **Validity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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18. **Governing Law.** It is understood and agreed that this Agreement and all of the rights and obligations of the parties hereunder shall be governed and construed under the laws of the State of New Jersey.

19. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. This Agreement shall first be executed by the Owner and then by the Contractor and shall be deemed to have been executed in New Jersey.

20. **Consent to Jurisdiction.** The parties hereto hereby agree that for any action commenced hereunder to enforce the provisions of this Agreement, the New Jersey State courts or the federal court located in the State of New Jersey shall have exclusive jurisdiction to hear and determine any suit instituted under this Agreement. Each party expressly submits in advance to such jurisdiction in any action or proceeding commenced by the other, hereby waiving personal service of the summons and complaint or other process or papers issued therein, and agreeing that service of such summons and complaint, or other process or papers may be made in accordance with the Notice provisions of this Agreement.

21. **Gender.** In all references herein to any parties, person, entities or corporations, the use of any particular gender or plural or singular number is intended to include the appropriate gender or number as the rest of this Agreement may require.

For the performance of all and singular and covenants and agreements aforesaid, the said parties do bind themselves and their respective heirs, representatives, successors and assigns.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals and caused these presents to be signed individually or by their duly authorized officers.

I have read & understand the conditions of this document. Payment terms are net 30 days, after 45 days a service charge not exceeding 2% monthly shall be added to the outstanding balance. Service interruption may occur should balances reach or exceed 60 days.

Contractor: Lawns By Yorkshire, Inc.  
Approved By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Owner: Jersey City Redevelopment Agency  
Approved by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Jersey City Redevelopment Agency  
Berry Lane Park – Secondary Turf – 2014 Landscape  
Mgmt  
Base Contract: \$3,190.00 plus NJ sales tax

9 Bergenline Avenue  
Westwood, NJ 07675

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## WEEKLY SITE VISIT REPORT

Site Name Berry Lane Park  
 Address 1 Berry Lane  
Jersey City, New Jersey  
 Job Number JCRA001  
 Client Name Jersey City Redevelopment Agency  
 Manager \_\_\_\_\_

Date of Service 7/22/2014  
 Week Ending 7/26/2014  
 Account Manager Jose Mejias  
 Job Foreman Benny Rodriguez

### WEEKLY SERVICES

| SERVICES  | LOCATION            | COMPLETED | DETAILS & NOTES  |
|---|---------------------|-----------|--|
| 1. Mowing & Trimming                            | Throughout Property | Yes       | Field team noticed ground saturation from irrigation at bldg A; irrigation time adjusted to reduce soil saturation |
| 2. Edging - Curbs and Sidewalks                 | Throughout Property | Yes       |  |
| 3. Blowing Off Areas                            | Throughout Property | Yes       |  |
| 4. Weed Control (Hand Pulling)                  | Throughout Property | Yes       | Bldg A dumpster area needs attention; completed  |
| 5. Spot Spraying (Broadleaf/Round-up)           | Beds Throughout     | Yes       | Round Up Quick Pro Applied to all small weeds; larger weeds had been pulled  |
| 6. Selective Pruning (Tree, Shrubs, Perennials) | Bldg A Food Court   | Yes       | Pruned back several small conifer limbs  |
| 7. Annual Flower Bed Maintenance                | All Flower Beds     | Yes       | Fertilized   |
| 8. Other Services                               | Turf Repair         | Yes       | Topsoil, Seed, Penn Mulch was installed  |

| Work Order # | Date Received | Description of Work Order               | Proposal / Time & Material | Work Order Approved Date | Completion Date |
|--------------|---------------|---|----------------------------|--------------------------|-----------------|
| E13251       | 6/19/2013     | Parking Lot Island Repairs - Replanting | Proposal                   | Yes                      | Sept            |
|              |               |   |                            |                          |                 |
|              |               |   |                            |                          |                 |
|              |               |   |                            |                          |                 |
|              |               |   |                            |                          |                 |

**Site Observations** Stone Sidewalk Border: It was discussed to topdress the weaker areas with the rooftop stone. Proposal will be supplied tomorrow.

**Upcoming Services** Job# E13251: Parking Lot Island Repairs - Replanting: We would request planting these in September due to the extremely warmer temperatures in August and that the islands are not irrigated.

## BERRY LANE PARK - SAMPLE GANTT CHART

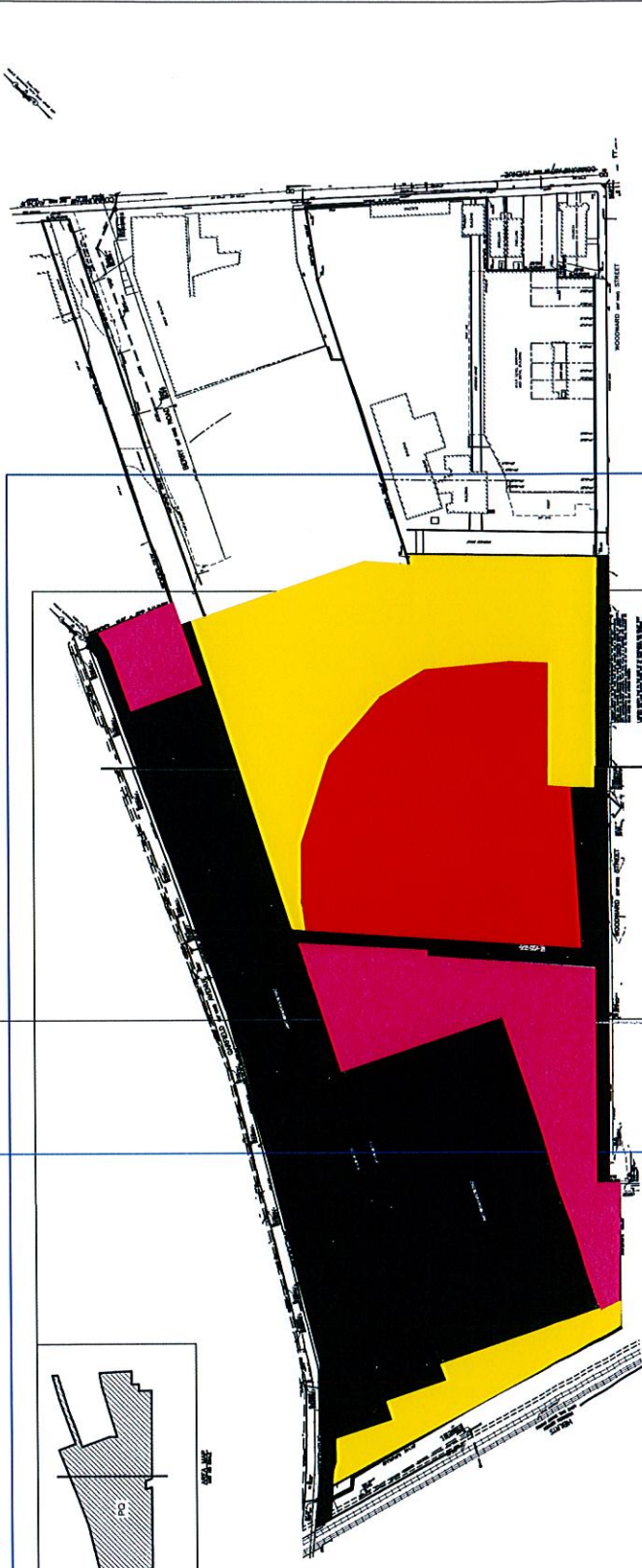
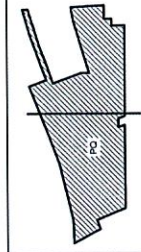
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BALLFIELD - 117,935 SQFT  
 FINE TURF - 141,660 SQFT  
 SECONDARY TURF - 82,925 SQFT



SECONDARY TURF - 82,925 SQFT



| BERRY LANE PARK     |  | BERRY LANE PARK     |  | BERRY LANE PARK     |  |
|---------------------|--|---------------------|--|---------------------|--|
| CITY OF JERSEY CITY |  | CITY OF JERSEY CITY |  | CITY OF JERSEY CITY |  |
| SURVEY OF PROPERTY  |  | SURVEY OF PROPERTY  |  | SURVEY OF PROPERTY  |  |
| BY 13               |  | BY 13               |  | BY 13               |  |



LAWNS BY YORKSHIRE, INC.  
 9 BERGENLINE AVENUE  
 WESTWOOD, NEW JERSEY 07675  
 201.666.5500  
 www.lawnsbyyorkshire.com

# BERRY LANE PARK LANDSCAPE MAINTENANCE

DATE: APRIL 2014  
 SCALE: NOT TO SCALE

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NUMBER 14-02-BD1 WITH TOMCO CONSTRUCTION, INC. FOR SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, in order to carry out the Phase III - Site Remediation for the Berry Lane Park Project, the Jersey City Redevelopment Agency entered into Contract Number 14-02-BD1 on March 18, 2014 with TOMCO Construction, Inc. ("TOMCO"), in the amount of \$278,656.00; and

**WHEREAS**, during the course of the work, unforeseen items were deemed necessary to be performed to complete the project; and

**WHEREAS**, TOMCO has submitted a request for a change order resulting in an increase for the additional work; and

**WHEREAS**, Agency staff and representatives from the Agency's Engineer, Dresdner Robin Environmental Management, LLC. have reviewed said request and have deemed it fair and reasonable.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Change Order #1 to contract No.14-02-BD1 with TOMCO Construction, Inc. in the amount of \$3,335.67 is hereby authorized, resulting in a new contract amount of \$281,99.67.



**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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of April 15, 2014.**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Hon. Diane Coleman                  |            |            |                |               |
| Evelyn Farmer                       |            |            |                |               |
| Hon. Rolando R. Lavarro, Jr.        |            |            |                |               |
| Timothy N. Mansour                  |            |            |                |               |
| John D. Petkanas                    |            |            |                |               |
| Russell J. Verducci                 |            |            |                |               |

DATE \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE DEVELOPMENT OF BERRY LANE PARK**

**WHEREAS**, the Agency executed a Cooperation Agreement with the City of Jersey City dated April 7, 2014 for the purpose of conducting various activities for the development of the Berry Lane Park project; and

**WHEREAS**, the Agency and the City desire to amend the Cooperation Agreement to enable the Agency to be reimbursed for additional costs associated with the project and to extend the terms of the agreement; and

**WHEREAS**, the substantial form of the Cooperation Agreement will be attached to this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute an Amendment to the Cooperation Agreement (to be attached) 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 April 15, 2014.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Hon. Diane Coleman                  |                   |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       |                      |
| Hon. Rolando R. Lavarro, Jr.        |                   |                   |                       |                      |
| Timothy N. Mansour                  |                   |                   |                       |                      |
| John D. Petkanas                    |                   |                   |                       |                      |
| Russell J. Verducci                 |                   |                   |                       |                      |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF APRIL 15, 2014**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of April 15, 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of April 15, 2014 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 April 15, 2014.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                  |               |
|-------------------------------------|------------|------------|------------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAINED</u> | <u>ABSENT</u> |
| Diane Coleman                       |            |            |                  |               |
| Evelyn Farmer                       |            |            |                  |               |
| Rolando R. Lavarro, Jr.             |            |            |                  |               |
| Timothy N. Mansour                  |            |            |                  |               |
| John D. Petkanas                    |            |            |                  |               |
| Russell Verducci                    |            |            |                  |               |

Run date: 04/02/2014 @ 09:23  
Bus date: 04/02/2014

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

```
-----| Selection Page |-----  
Reference.....: B - Vendor number  
Reference value: *All*  
Vendor.....: *All*  
Stage.....: 30 - Invoice to 30 - Invoice  
Change date....: *All*  
Stage date.....: *All*  
Print zero.....: Do not print zero amounts  
Account Mask...: AXX XXX.XX
```

Run date: 04/02/2014 @ 09:23  
Bus date: 04/02/2014

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

| Vendor number    | Obligat'n | Description                          | Vendor/ Name/<br>Line Nbr Description | Stage | Amount     |
|------------------|-----------|--------------------------------------|---------------------------------------|-------|------------|
| A10 490.10       | -         | Miscellaneous Revenue                |                                       |       |            |
|                  |           | 633 BRANDYWINE CONSTRUCTION & DEV    |                                       |       |            |
|                  |           | 18016 BALANCE OF RENT AT MLK HUB     | 633 BRANDYWINE CONSTRUCTION & DEV     |       |            |
|                  |           |                                      | 1                                     | Inv   | 175,000.00 |
|                  |           | 633 BRANDYWINE CONSTRUCTION & DEV    | *** Vendor total ***                  |       | 175,000.00 |
| A10 490.10       | -         | Miscellaneous Revenue                | *** Account total ***                 |       | 175,000.00 |
| A10 620.06       | -         | GD - Other Expense                   |                                       |       |            |
|                  |           | 333 MATHUSEK INCORPORATED            |                                       |       |            |
|                  |           | 18015 CERC-BETZ - DEPOSIT FOR GYM FL | 333 MATHUSEK INCORPORATED             |       |            |
|                  |           |                                      | 1                                     | Inv   | 80,000.00  |
|                  |           | 333 MATHUSEK INCORPORATED            | *** Vendor total ***                  |       | 80,000.00  |
| A10 620.06       | -         | GD - Other Expense                   | *** Account total ***                 |       | 80,000.00  |
| * Report total * |           |                                      | *** Total ***                         |       | 255,000.00 |



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Setup by: Janet

-----| Selection Page |-----  
Reference.....: B - Vendor number  
Reference value: \*All\*  
Vendor.....: \*All\*  
Stage.....: 30 - Invoice to 30 - Invoice  
Change date....: \*All\*  
Stage date.....: \*All\*  
Print zero.....: Do not print zero amounts  
Account Mask...: AXX XXX.XX

| Vendor number                      | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description | Stage | Amount                |
|------------------------------------|--------------------------------------|---------------------------------------|-------|-----------------------|
| A10 215.11 - Deferred Compensation |                                      |                                       |       |                       |
| 615 METLIFE                        |                                      |                                       |       |                       |
|                                    | 18027 DEFERRED SALARY PER ATTACHED   | 615 METLIFE<br>1                      | Inv   | 710.00                |
|                                    | 18028 DEFERRED SALARY PER ATTACHED   | 615 METLIFE<br>1                      | Inv   | 710.00                |
| 615 METLIFE                        |                                      | *** Vendor total ***                  |       | 1,420.00              |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 1,420.00              |
| A10 215.11 - Deferred Compensation |                                      |                                       |       |                       |
| A10 490.10 - Miscellaneous Revenue |                                      |                                       |       |                       |
| 949 MLK DRIVE URBAN RENEWAL        |                                      |                                       |       |                       |
|                                    | 18069 RENT FOR APRIL & MAY, 2014 MLK | 949 MLK DRIVE URBAN RENEWAL<br>1      | Inv   | 15,396.16             |
| 949 MLK DRIVE URBAN RENEWAL        |                                      | *** Vendor total ***                  |       | 15,396.16             |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 15,396.16             |
| A10 490.10 - Miscellaneous Revenue |                                      |                                       |       |                       |
| A10 490.11 - Bank Transfers        |                                      |                                       |       |                       |
| 59 JCRA PAYROLL ACCOUNT            |                                      |                                       |       |                       |
|                                    | 18026 PAYROLL FOR THE MONTH OF MAY,2 | 59 JCRA PAYROLL ACCOUNT<br>1          | Inv   | 70,000.00             |
| 59 JCRA PAYROLL ACCOUNT            |                                      | *** Vendor total ***                  |       | 70,000.00             |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 70,000.00             |
| A10 490.11 - Bank Transfers        |                                      |                                       |       |                       |
| A10 520.01 - Health Benefits       |                                      |                                       |       |                       |
| 600 ROBERT P. ANTONICELLO          |                                      |                                       |       |                       |
|                                    | 18042 REIMBURSE. FOR HEALTH BENEFITS | 600 ROBERT P. ANTONICELLO<br>1        | Inv   | 1,886.40              |
| 600 ROBERT P. ANTONICELLO          |                                      | *** Vendor total ***                  |       | 1,886.40              |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 1,886.40              |
| A10 520.01 - Health Benefits       |                                      |                                       |       |                       |
| A10 520.02 - Prescription          |                                      |                                       |       |                       |
| 600 ROBERT P. ANTONICELLO          |                                      |                                       |       |                       |
|                                    | 18042 REIMBURSE. FOR HEALTH BENEFITS | 600 ROBERT P. ANTONICELLO<br>2        | Inv   | 490.95                |
| 600 ROBERT P. ANTONICELLO          |                                      | *** Vendor total ***                  |       | 490.95                |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 490.95                |
| A10 520.02 - Prescription          |                                      |                                       |       |                       |
| A10 520.04 - Dental                |                                      |                                       |       |                       |
| 157 MAUREEN MORTOLA                |                                      |                                       |       |                       |
|                                    | 18059 DENTAL REIMBURSEMENT 4/10/14   | 157 MAUREEN MORTOLA<br>1              | Inv   | 122.00                |
| 157 MAUREEN MORTOLA                |                                      | *** Vendor total ***                  |       | 122.00                |
|                                    |                                      |                                       |       | *** Account total *** |
|                                    |                                      |                                       |       | 490.95                |
| A10 520.02 - Prescription          |                                      |                                       |       |                       |
| A10 520.04 - Dental                |                                      |                                       |       |                       |
| 183 BARBARA A. AMATO               |                                      |                                       |       |                       |
|                                    | 18049 REIMB. OF SPOUSE DENTAL EXPENS | 183 BARBARA A. AMATO<br>1             | Inv   | 185.00                |
| 183 BARBARA A. AMATO               |                                      | *** Vendor total ***                  |       | 185.00                |

| Vendor number                               | Obligat'n Description   | Vendor/ Name/<br>Line Nbr Description   | Stage | Amount    |
|---|---|---|-------|-----------|
| A10 520.04 - Dental                         |   | *** Account total ***                   |       | 307.00    |
| A10 610.01 - Project - Legal                |   |   |       |           |
|   | 897 COLE,SCHOTZ, MEISEL FORMAN&LEO<br>18048 LEGAL SERVICE REGARDING MOCCO | 897 COLE,SCHOTZ, MEISEL FORMAN&LEO<br>1 | Inv   | 1,493.55  |
|   | 897 COLE,SCHOTZ, MEISEL FORMAN&LEO  | *** Vendor total ***                    |       | 1,493.55  |
|   | 932 NOWELL AMOROSO KLEIN BIERMAN,<br>18052 LEGAL SERVICES - BLOCK 15801   | 932 NOWELL AMOROSO KLEIN BIERMAN,<br>1  | Inv   | 1,564.00  |
|   | 18053 LEGAL SERVICES - BLOCK 15801  | 932 NOWELL AMOROSO KLEIN BIERMAN,<br>1  | Inv   | 3,297.14  |
|   | 932 NOWELL AMOROSO KLEIN BIERMAN,   | *** Vendor total ***                    |       | 4,861.14  |
| A10 610.01 - Project - Legal                |   | *** Account total ***                   |       | 6,354.69  |
| A10 610.03 - Project - Financial/Accounting |   |   |       |           |
|   | 56 LERCH, VINCI & HIGGINS, LLP<br>18035 PREP. OF AGENCY'S 2014 BUDGET     | 56 LERCH, VINCI & HIGGINS, LLP<br>1     | Inv   | 3,000.00  |
|   | 56 LERCH, VINCI & HIGGINS, LLP  | *** Vendor total ***                    |       | 3,000.00  |
|   | 718 THE SPIRE GROUP<br>18058 COMPTROLLER & FINANCIAL SERVIC               | 718 THE SPIRE GROUP<br>1                | Inv   | 11,000.00 |
|   | 718 THE SPIRE GROUP   | *** Vendor total ***                    |       | 11,000.00 |
| 10 610.03 - Project - Financial/Accounting  |   | *** Account total ***                   |       | 14,000.00 |
| A10 610.07 - Project - Engineering          |   |   |       |           |
|   | 681 T&M ASSOCIATES<br>18051 PLANNING SERVICES - CANAL CR                  | 681 T&M ASSOCIATES<br>1                 | Inv   | 2,173.96  |
|   | 681 T&M ASSOCIATES  | *** Vendor total ***                    |       | 2,173.96  |
|   | 861 AMEC E & I, INC.<br>18017 CONSULTING SERVICES - BAYFRONT              | 861 AMEC E & I, INC.<br>1               | Inv   | 6,025.76  |
|   | 18023 LEGAL SERVICES - BAYFRONT   | 861 AMEC E & I, INC.<br>1               | Inv   | 1,713.00  |
|   | 861 AMEC E & I, INC.  | *** Vendor total ***                    |       | 7,738.76  |
| A10 610.07 - Project - Engineering          |   | *** Account total ***                   |       | 9,912.72  |
| A10 610.08 - Project - Other Expense        |   |   |       |           |
|   | 161 PUBLIC SERVICE ELECTRIC & GAS<br>18043 ELECTRIC & GAS (407 oCEAN AVE  | 161 PUBLIC SERVICE ELECTRIC & GAS<br>1  | Inv   | .99       |
|   | 18044 ELECTRIC & GAS SERVICES 405 OC                                      | 161 PUBLIC SERVICE ELECTRIC & GAS<br>1  | Inv   | 25.38     |
|   | 161 PUBLIC SERVICE ELECTRIC & GAS   | *** Vendor total ***                    |       | 26.37     |



| Vendor number                        | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description | Stage | Amount   |
|--------------------------------------|--------------------------------------|---------------------------------------|-------|----------|
| A10 610.08 - Project - Other Expense |                                      | *** Continued ***                     |       |          |
|                                      | 636 BROWNFIELD REDEVELOPMENT SOLUT   |                                       |       |          |
|                                      | 18054 GRNAT MANGMT. SVCS. - CANAL CR | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |          |
|                                      |                                      | 1                                     | Inv   | 2,280.00 |
|                                      | 636 BROWNFIELD REDEVELOPMENT SOLUT   | *** Vendor total ***                  |       | 2,280.00 |
| A10 610.08 - Project - Other Expense |                                      | *** Account total ***                 |       | 2,306.37 |
| A10 620.01 - GD - Natural Gas        |                                      |                                       |       |          |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    |                                       |       |          |
|                                      | 18020 BETZ-CERC - ELECTRIC SERVICES  | 161 PUBLIC SERVICE ELECTRIC & GAS     |       |          |
|                                      |                                      | 1                                     | Inv   | 8,259.82 |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    | *** Vendor total ***                  |       | 8,259.82 |
| A10 620.01 - GD - Natural Gas        |                                      | *** Account total ***                 |       | 8,259.82 |
| A10 620.02 - GD - Electricity        |                                      |                                       |       |          |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    |                                       |       |          |
|                                      | 18047 BETZ-CERC GAS SERVICES 3/4-4/2 | 161 PUBLIC SERVICE ELECTRIC & GAS     |       |          |
|                                      |                                      | 1                                     | Inv   | 4,987.37 |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    | *** Vendor total ***                  |       | 4,987.37 |
| A10 620.02 - GD - Electricity        |                                      | *** Account total ***                 |       | 4,987.37 |
| A10 620.03 - GD - Water/Sewer        |                                      |                                       |       |          |
|                                      | 193 JC MUNICIPAL UTILITIES AUTHORI   |                                       |       |          |
|                                      | 18019 WATER /SEWER CHARGE-BETZ-CERC  | 193 JC MUNICIPAL UTILITIES AUTHORI    |       |          |
|                                      |                                      | 1                                     | Inv   | 305.86   |
|                                      | 193 JC MUNICIPAL UTILITIES AUTHORI   | *** Vendor total ***                  |       | 305.86   |
| A10 620.03 - GD - Water/Sewer        |                                      | *** Account total ***                 |       | 305.86   |
| A10 620.06 - GD - Other Expense      |                                      |                                       |       |          |
|                                      | 160 VERIZON WIRELESS                 |                                       |       |          |
|                                      | 18033 CELL PHONE (M. NOONAN)         | 160 VERIZON WIRELESS                  |       |          |
|                                      |                                      | 1                                     | Inv   | 46.86    |
|                                      | 160 VERIZON WIRELESS                 | *** Vendor total ***                  |       | 46.86    |
|                                      | 186 IN-LINE AIR CONDITIONING CO.,    |                                       |       |          |
|                                      | 18018 BETZ-CERC (MONTHLY MAINTENANAC | 186 IN-LINE AIR CONDITIONING CO.,     |       |          |
|                                      |                                      | 1                                     | Inv   | 815.00   |
|                                      | 186 IN-LINE AIR CONDITIONING CO.,    | *** Vendor total ***                  |       | 815.00   |
|                                      | 278 WILLIAM J. GUARINI, INC.         |                                       |       |          |
|                                      | 18061 BETZ-CERC - INSTALLED SLOAN    | 278 WILLIAM J. GUARINI, INC.          |       |          |
|                                      |                                      | 1                                     | Inv   | 481.91   |
|                                      | 278 WILLIAM J. GUARINI, INC.         | *** Vendor total ***                  |       | 481.91   |
|                                      | 752 J & B LANDSCAPE, INC.            |                                       |       |          |
|                                      | 18024 BETZ - CERC - LANDSCAPING SERV | 752 J & B LANDSCAPE, INC.             |       |          |
|                                      |                                      | 1                                     | Inv   | 1,097.50 |
|                                      | 752 J & B LANDSCAPE, INC.            | *** Vendor total ***                  |       | 1,097.50 |

| Vendor number                         | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description | Stage | Amount   |
|---------------------------------------|--------------------------------------|---------------------------------------|-------|----------|
| A10 620.06 - GD - Other Expense       |                                      | *** Continued ***                     |       |          |
|                                       | 937 RITCO SECURITY SYSTEMS, INC.     |                                       |       |          |
|                                       | 18021 3 CENTRAL STATION SVCS.- BETZ- | 937 RITCO SECURITY SYSTEMS, INC.      |       |          |
|                                       |                                      | 1                                     | Inv   | 66.00    |
|                                       | 18022 3 CENTRAL STATION SVCS.- BETZ- | 937 RITCO SECURITY SYSTEMS, INC.      |       |          |
|                                       |                                      | 1                                     | Inv   | 96.00    |
|                                       | 937 RITCO SECURITY SYSTEMS, INC.     | *** Vendor total ***                  |       | 162.00   |
| A10 620.06 - GD - Other Expense       |                                      | *** Account total ***                 |       | 2,603.27 |
| A10 650.01 - Office Rent              |                                      |                                       |       |          |
|                                       | 917 66 YORK STREET, LLC              |                                       |       |          |
|                                       | 18025 RENT FOR THE MONTH OF MAY,2014 | 917 66 YORK STREET, LLC               |       |          |
|                                       |                                      | 1                                     | Inv   | 6,479.17 |
|                                       | 917 66 YORK STREET, LLC              | *** Vendor total ***                  |       | 6,479.17 |
| A10 650.01 - Office Rent              |                                      | *** Account total ***                 |       | 6,479.17 |
| A10 670.03 - Office Supplies          |                                      |                                       |       |          |
|                                       | 69 STAPLES, INC                      |                                       |       |          |
|                                       | 18068 OFFICE SUPPLIES FOR APRIL, 201 | 69 STAPLES, INC                       |       |          |
|                                       |                                      | 1                                     | Inv   | 1,143.43 |
|                                       | 69 STAPLES, INC                      | *** Vendor total ***                  |       | 1,143.43 |
| A10 670.03 - Office Supplies          |                                      | *** Account total ***                 |       | 1,143.43 |
| A10 670.04 - Printing and Advertising |                                      |                                       |       |          |
|                                       | 72 THE EVENING JOURNAL ASSOCIATIO    |                                       |       |          |
|                                       | 18029 ARTICLES FOR THE MONTH - MARCH | 72 THE EVENING JOURNAL ASSOCIATIO     |       |          |
|                                       |                                      | 1                                     | Inv   | 279.32   |
|                                       | 72 THE EVENING JOURNAL ASSOCIATIO    | *** Vendor total ***                  |       | 279.32   |
| A10 670.04 - Printing and Advertising |                                      | *** Account total ***                 |       | 279.32   |
| A10 670.05 - Postage                  |                                      |                                       |       |          |
|                                       | 111 PITNEY BOWES CREDIT CORPORATIO   |                                       |       |          |
|                                       | 18041 QUARTERLY LEASE PAYMENT        | 111 PITNEY BOWES CREDIT CORPORATIO    |       |          |
|                                       |                                      | 1                                     | Inv   | 348.00   |
|                                       | 111 PITNEY BOWES CREDIT CORPORATIO   | *** Vendor total ***                  |       | 348.00   |
| A10 670.05 - Postage                  |                                      | *** Account total ***                 |       | 348.00   |
| A10 670.06 - Rental of Equipment      |                                      |                                       |       |          |
|                                       | 644 TOSHIBA FINANCIAL SERVICES       |                                       |       |          |
|                                       | 18039 MONTHLY INVOICE FOR COLOR COPI | 644 TOSHIBA FINANCIAL SERVICES        |       |          |
|                                       |                                      | 1                                     | Inv   | 1,176.85 |
|                                       | 644 TOSHIBA FINANCIAL SERVICES       | *** Vendor total ***                  |       | 1,176.85 |
|                                       | 884 TWIN ROCKS SPRING WATER          |                                       |       |          |
|                                       | 18031 COOLER RENTAL & WATER          | 884 TWIN ROCKS SPRING WATER           |       |          |
|                                       |                                      | 1                                     | Inv   | 70.10    |
|                                       | 884 TWIN ROCKS SPRING WATER          | *** Vendor total ***                  |       | 70.10    |

| Vendor number                             | Obligat'n Description                 | Vendor/ Name/<br>Line Nbr Description | Stage | Amount    |
|---|---------------------------------------|---------------------------------------|-------|-----------|
| A10 670.06 - Rental of Equipment          |                                       | *** Account total ***                 |       | 1,246.95  |
| A10 670.08 - Miscellaneous Operating Exp. |                                       |                                       |       |           |
| 92 RUTGERS UNIVERSITY                     | 18030 COMMISSIONER TRAINING COURSES   | 92 RUTGERS UNIVERSITY                 |       |           |
|   |                                       | 1                                     | Inv   | 600.00    |
| 92 RUTGERS UNIVERSITY                     |                                       | *** Vendor total ***                  |       | 600.00    |
| 157 MAUREEN MORTOLA                       | 18032 REIMBURS. FOR NOTARY PUBLIC     | 157 MAUREEN MORTOLA                   |       |           |
|   |                                       | 1                                     | Inv   | 40.00     |
| 157 MAUREEN MORTOLA                       |                                       | *** Vendor total ***                  |       | 40.00     |
| 495 CENTRAL PARKING SYSTEM                | 18040 PARKING FEE FOR (8) SPACES @ \$ | 495 CENTRAL PARKING SYSTEM            |       |           |
|   |                                       | 1                                     | Inv   | 600.00    |
| 495 CENTRAL PARKING SYSTEM                |                                       | *** Vendor total ***                  |       | 600.00    |
| 606 FUSION CREATIVE                       | 18045 WEBSITE MAINT. AUGUST TO DECEB  | 606 FUSION CREATIVE                   |       |           |
|   |                                       | 1                                     | Inv   | 3,087.50  |
|   | 18046 WEBSITE MAINTEN. JANUARY - MAR  | 606 FUSION CREATIVE                   |       |           |
|   |                                       | 1                                     | Inv   | 4,000.00  |
| 606 FUSION CREATIVE                       |                                       | *** Vendor total ***                  |       | 7,087.50  |
| 917 66 YORK STREET, LLC                   | 18037 ELECTRIC UTILITY PYMT. JAN.-AP  | 917 66 YORK STREET, LLC               |       |           |
|   |                                       | 1                                     | Inv   | 1,513.32  |
|   | 18038 ELECTRIC PYMENT FOR YEAR, 2013  | 917 66 YORK STREET, LLC               |       |           |
|   |                                       | 1                                     | Inv   | 4,935.39  |
| 917 66 YORK STREET, LLC                   |                                       | *** Vendor total ***                  |       | 6,448.71  |
| 920 MOISHE'S SELF STORAGE                 | 18036 STORAGE RENT FOR MAY, 2014      | 920 MOISHE'S SELF STORAGE             |       |           |
|   |                                       | 1                                     | Inv   | 700.00    |
| 920 MOISHE'S SELF STORAGE                 |                                       | *** Vendor total ***                  |       | 700.00    |
| 933 CRYSTAL POINT CONDOMINIUM ASSO        | 18034 MONTHLY MAINTENANCE FEE 4/2014  | 933 CRYSTAL POINT CONDOMINIUM ASSO    |       |           |
|   |                                       | 1                                     | Inv   | 127.16    |
| 933 CRYSTAL POINT CONDOMINIUM ASSO        |                                       | *** Vendor total ***                  |       | 127.16    |
| 936 BARNES CONTRACTOR CONSTRUCTION        | 18064 3 NEW PUMPS AT 405 - 407 OCEA   | 936 BARNES CONTRACTOR CONSTRUCTION    |       |           |
|   |                                       | 1                                     | Inv   | 800.00    |
|   | 18065 REMOVAL OF SNOW-VARIOUS PROPER  | 936 BARNES CONTRACTOR CONSTRUCTION    |       |           |
|   |                                       | 1                                     | Inv   | 2,500.00  |
| 936 BARNES CONTRACTOR CONSTRUCTION        |                                       | *** Vendor total ***                  |       | 3,300.00  |
| A10 670.08 - Miscellaneous Operating Exp. |                                       | *** Account total ***                 |       | 18,903.37 |
| A20 170.01 - Prop Held for Redevelopment  |                                       |                                       |       |           |
| 946 NOWELL AMOROSO KLEIN BIERMAN          |                                       |                                       |       |           |

| Vendor number | Obligat'n Description  | Vendor/ Name/<br>Line Nbr Description   | Stage | Amount     |
|---------------|--|---|-------|------------|
| 946           | NOWELL AMOROSO KLEIN BIERMAN<br>18062 ACQUISITION PROCEEDS FOR PROPE | 946 NOWELL AMOROSO KLEIN BIERMAN<br>1   | Inv   | 165,000.00 |
| 946           | NOWELL AMOROSO KLEIN BIERMAN   | *** Vendor total ***                    |       | 165,000.00 |
| A20 170.01    | - Prop Held for Redevelopment  | *** Account total ***                   |       | 165,000.00 |
| A20 610.02    | - Grant - Environmental  |   |       |            |
| 496           | TREASURER-STATE OF NEW JERSEY<br>18063 HAZARDOUS WAST COMPLIANCE FEE | 496 TREASURER-STATE OF NEW JERSEY<br>1  | Inv   | 30.00      |
| 496           | TREASURER-STATE OF NEW JERSEY  | *** Vendor total ***                    |       | 30.00      |
| A20 610.02    | - Grant - Environmental  | *** Account total ***                   |       | 30.00      |
| A20 610.05    | - Grant - Appraisals   |   |       |            |
| 947           | EQUITABLE DEVELOPMENT CONSULTA<br>18066 REAL ESTATE SERVICES-292 MLK | 947 EQUITABLE DEVELOPMENT CONSULTA<br>1 | Inv   | 3,000.00   |
| 947           | EQUITABLE DEVELOPMENT CONSULTA                                       | *** Vendor total ***                    |       | 3,000.00   |
| A20 610.05    | - Grant - Appraisals   | *** Account total ***                   |       | 3,000.00   |
| A20 610.06    | - Grant - Architects   |   |       |            |
| 948           | HUB PARTNERS, LLC<br>18067 J.C. EMPLOYMENT CENTER - MLK H            | 948 HUB PARTNERS, LLC<br>1              | Inv   | 32,795.01  |
| 948           | HUB PARTNERS, LLC  | *** Vendor total ***                    |       | 32,795.01  |
| A20 610.06    | - Grant - Architects   | *** Account total ***                   |       | 32,795.01  |
| A20 610.07    | - Grant - Engineering  |   |       |            |
| 53            | DRESDNER ROBIN ENVIRON MGMT<br>18050 ENVIRON. SVCS. BERRY LANE PARK  | 53 DRESDNER ROBIN ENVIRON MGMT<br>1     | Inv   | 18,266.07  |
|               |  | 2                                       | Inv   | 19,668.75  |
| 53            | DRESDNER ROBIN ENVIRON MGMT  | *** Vendor total ***                    |       | 37,934.82  |
| A20 610.07    | - Grant - Engineering  | *** Account total ***                   |       | 37,934.82  |
| A20 610.08    | - Grant - Other Expenses   |   |       |            |
| 606           | FUSION CREATIVE<br>18060 BERRY LANE PARK - IDEAL PLUMBI              | 606 FUSION CREATIVE<br>1                | Inv   | 250.00     |
| 606           | FUSION CREATIVE  | *** Vendor total ***                    |       | 250.00     |
| 636           | BROWNFIELD REDEVELOPMENT SOLUT<br>18055 EPA MANGMT. & REVOLVING LOAN | 636 BROWNFIELD REDEVELOPMENT SOLUT<br>1 | Inv   | 289.30     |
|               | 18056 EPA GRANT MANGMT. GRAND JERSEY                                 | 636 BROWNFIELD REDEVELOPMENT SOLUT<br>1 | Inv   | 421.92     |
|               | 18057 EPA GRANT - DWIGHT OCEAN                                       | 636 BROWNFIELD REDEVELOPMENT SOLUT      |       |            |



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| Vendor number                       | Obligat'n                          | Description | Vendor/ Name/<br>Line Nbr | Description           | Stage | Amount     |
|-------------------------------------|------------------------------------|-------------|---------------------------|-----------------------|-------|------------|
| A20 610.08 - Grant - Other Expenses |                                    |             |                           | *** Continued ***     |       |            |
|                                     |                                    |             | 1                         |                       | Inv   | 149.05     |
|                                     |                                    |             | 2                         |                       | Inv   | 149.05     |
|                                     |                                    |             | 3                         |                       | Inv   | 192.48     |
|                                     | 636 BROWNFIELD REDEVELOPMENT SOLUT |             |                           | *** Vendor total ***  |       | 1,201.80   |
| A20 610.08 - Grant - Other Expenses |                                    |             |                           | *** Account total *** |       | 1,451.80   |
| * Report total *                    |                                    |             |                           | *** Total ***         |       | 406,842.48 |