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 :personnel matters, litigation and contract negotiations; 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.

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 21, 2015.

REC	ORD OF CO	MMISSION	ERS VOTE	
NAME	<u>AYE</u>	NAY	ABSTAIN	ABSENT
Diane Coleman				
Evelyn Farmer				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour	/			
John D. Petkanas	/			1
Russell Verducci				V

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR MEETING DATED JUNE 16, 2015

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated June 16, 2015 for their review and approval.

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

Secretary	

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 21, 2015.

RECORD OF COMMISSIONERS VOTE									
NAME AYE NAY ABSTAIN									
Diane Coleman									
Evelyn Farmer	V								
Erma D. Greene									
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 JUNE 16, 2015

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

WHEREAS, the following issues were discussed: 1) personnel matters; current and potential litigation and contract negotiations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of June 16, 2015 be approved as presented.

Secretary		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated July 21, 2015

RECORD OF COMMISSIONERS VOTE									
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT					
Diane Coleman									
Evelyn Farmer									
Erma D. Greene	1								
Rolando R. Lavarro, Jr.									
Timothy N. Mansour	✓								
John D. Petkanas				,					
Russell Verducci									



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY **CITY** REDEVELOPMENT **AGENCY DESIGNATING PINNICLE** DEVELOPMENT AS REDEVELOPER FOR PROPERTY AT BLOCK 23301, LOT 15; THE FRANKLIN DEVELOPMENT GROUP FOR PROPERTY AT BLOCK 3903, LOT 18 & BLOCK 2205, LOT 45; ALLIANCE CONSTRUCTION AS REDEVELOPER FOR PROPERTY AT BLOCK 18704 LOT 12 & BLOCK 21101, LOT 26; CHAMUNDA MA WRIGHT AS REDEVELOPER FOR PROPERTY AT BLOCK 2404, LOT 9; BGT ENTERPRISES AS REDEVELOPER FOR PROPERTY AT BLOCK 14103, LOT 54; PRIORE CONSTRUCTION AS REDEVELOPER FOR PROPERTY AT BLOCK 23703 LOT 12 IN ACCORDANCE WITH THE ABANDONED PROPERTIES REHABILITATION ACT

WHEREAS, on its Board Meeting of November 18, 2014 the Jersey City Redevelopment Agency entered into a shared services agreement with the City of Jersey City to rehabilitate properties listed on the City's abandoned properties list; and

WHEREAS, in compliance with the Abandoned Properties Rehabilitation Act ("APRA"), the Jersey City Redevelopment Agency issued a Request for Qualifications ("RFQ") for Qualified Rehabilitation Entities ("QREs") on January 9, 2015; and

WHEREAS, on its Board Meeting of April 21, 2015 the Agency approved a total of Twenty-five (25) qualification statements in response to the RFQ, which were considered QREs allowing them to rehabilitate/renovate the selected properties on the (APRA) list; and

WHEREAS, of the twenty-five (25) approved QREs the Agency desires to designate the following six (6) firms for these specific properties:

- Pinnicle Development
 Clerk St., (Block, 23301, Lot 15)
- The Franklin Development Group
 404 Palisade Ave., (Block 3903, Lot 18)
 & 80 Bowers St., (Block 2205, Lot 45)
- 3. Alliance Construction18 McDougall St., (Block 18704, Lot 12)& 329 Forrest St., (Block 21101, Lot 26)
- 4. Chamunda Ma Wright, LLC 354 Ogden Ave., (Block 2404, Lot 9)
- 5. BGT Enterprises 248 Grove St., (Block 14103, Lot 54)
- Priore Construction
 Myrtle Ave., (Block 23703, Lot 12)

WHEREAS, it is in the Agency's sole discretion, that the QREs recommended to undertake the above listed projects in accordance with APRA will be required to enter an agreement for such purposes and provide any additional documentation as determined by the Agency; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that each of the above listed QREs are designated as redevelopers in accordance with the Abandoned Properties Rehabilitation Act for the purpose to enter into a more defined agreement with the Agency.

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

SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONSENTING TO THE REPROGRAMMING OF FUNDS FOR DEMOLITION RELATED ACTIVITIES AT THE BAYFRONT I SITE

WHEREAS, on June 30, 2003, the District Court for the District of New Jersey issued a Final Judgment in Interfaith Community Organization v. Honeywell International, Inc. ordering the remediation of certain property in the Bayfront I Redevelopment Area; and

WHEREAS, on October 9, 2007, Honeywell and the Hackensack Riverkeeper submitted a Consent Order on Sediment Remediation and Financial Assurances ("Sediment Consent Order"), resolving issues related to the remediation of chromium contaminated sediments in the Hackensack River and in the vicinity of the Bayfront I Redevelopment Area; and

WHEREAS, action to implement the Consent Decree were fully considered by the City of Jersey City and a means to accomplish the remediation was settled; and

WHEREAS, pursuant to Article III of the Final Settlement Consent Order (hereinafter "Order") between the Jersey City Entities and Honeywell International Inc. certain "Site Preparation Activities" needed to occur on the property that housed the Jersey City Incinerator Authority Complex and JC MUA site; and

WHEREAS, pursuant to Section 3.5 of the Order the City of Jersey City established a "Site Preparation Escrow Fund Account" which would be funded by Honeywell International; and

WHEREAS, the sum of \$4 million was allocated for the performance of demolition and demolition related activities at the JCIA and JCMUA complexes; and

WHEREAS, in furtherance of the redevelopment of the Bayfront I Redevelopment Area,

and subsequent to the Site Preparation Fund Account being established, the Agency entered into a professional services agreement with AMEC Environment and Infrastructure, Inc. in the amount of \$250,000.00 for professional consulting services relating to demolition activities in the Bayfront area; and

WHEREAS, funds to cover AMEC's services were provided from the Site Preparation Escrow Fund Account being held by the City of Jersey City; and

WHEREAS, demolition of the MUA's sedimentation basin and four structures at the JCIA complex is complete; and

WHEREAS, there remains an unused balance of approximately \$15,000.00 in the AMEC contract; and

WHEREAS, the Department of Public Works, the remaining entity at the site, has relocated its staff and most of its equipment to a newly constructed facility on Linden Avenue; and

WHEREAS, the buildings at the DPW complex are open and subject to vagrants entering the property; and

WHEREAS, in an effort to secure the vacated structures, AMEC requested Entact Environmental Services to provide the Agency with a proposal (copy attached) to repair exterior doors at the buildings; and

WHEREAS, said proposal is in an amount of \$11,735.48; and

WHEREAS, in an effort to keep progress moving along at the site, Agency staff and Bayfront I, LLC are desirous of having the doors repaired to protect and secure the structures until such time the City of Jersey City demolishes the buildings; and

WHEREAS, the parties are also desirous of using the remaining funds in the AMEC contract to cover the cost of such repairs; and



WHEREAS, the Agency has notified the City of Jersey City to inform them that remaining funds in the AMEC contract are being reprogrammed for the above purpose.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitations are incorporated herein as if set forth at length; 2) consent to reprogramming remaining funds in the AMEC contract for continued demolition related activities as noted above is hereby given; and 3) authorization for Entact Environmental Services to perform security measures at the Department of Public Works facility is 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 July 21, 2015.

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



July 9, 2015

Mary Pat Noon Jersey City Redevelopment Authority 66 York Street, 2nd Floor Jersey City, NJ 07302

RE: Door Repairs SA-6 North

Dear Ms Noon:

ENTACT is pleased to provide you with this proposal for the repairs to the doors of the DPW/JCIA buildings located on Rt 440 in Jersey City. ENTACT's proposal includes all necessary equipment, labor, and materials necessary to perform the repairs. The total amount to complete this work is \$11,735.48. A breakdown of the total is provided in the table below.

Item					
No.	Activity	<u>Unit</u>	UOM	Unit Rate	<u>Total</u>
1	Labor	1	T&M	\$ 3,360.48	\$3,360.48
2	Subcontractor	1	T&M	7,077.00	7,077.00
3	Equipment	1	T&M	198.00	198.00
4	Materials	1	T&M	1,100.00	1,100.00
4				Total	\$11,735.48

The activities listed above can be defined as:

- Labor costs include the manpower that is needed on site to perform the work described.
- Subcontractor costs include the work and material supplied by Affina Door Company.
- Equipment costs include all of the equipment required for this work
- Materials costs include any material purchased by ENTACT to perform this work.

We appreciate this opportunity to be of service to JCRA and look forward to continuing our relationship. If you have any questions or require additional information regarding this proposal, please contact myself or Adam Ewert (630-675-9788).

Best Regards,

Daniel Harris ENTACT, LLC.

Ph: 405-206-4659 dharris@entact.com



Extra Work Ticket

Job No: E8140C

Proj	ect	Name:

Honeywell - Study Area 6

Project Location:

Jersey City, NJ

Date/Period: 7/21/2015 to 7/22/2015

Client:

Honeywell/AMEC

Brief Description of Work Performed:

Address:

Kellogg Street

Secure DPW & MUA buildings on SA-6 TBD **CCO Number:** TBD Authorized By/Date:

Name Title/Role		Rate		Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Total		
Name:	Management	\$ 113	3.18	ST			8.00					\$	905.44
Quantity	_	\$	-	ОТ								\$	-
Name:	Operator	\$ 8	7.50	ST		8.00	8.00					\$	1,400.00
Quantity		\$ 129	9.16	ОТ								\$	-
Name:	Laborer	\$ 6	5.94	ST		8.00	8.00					\$	1,055.04
Quantity		\$ 9	7.42	ОТ								\$	-
												\$	-
												\$	-
												\$	-
												\$	-
Garage Door	Subcontractor	\$ 7,07	7.00			1.00						\$	7,077.00
Tech												\$	-
											TOTAL:	\$	10,437.48

Equipment Distribution: Sat Sun **Total** Tues Wed Thurs Fri Description Rate Mon \$ 198.00 99.00 1.00 1.00 Service Truck \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ TOTAL: 198.00

Materials & Supplies:	
Materials & Supplies: Lumber/Supplies	\$ 1,100.00
TOTAL:	\$ 1,100.00
GRAND TOTAL:	\$ 11.735.48

Comments:		
Overhead garage door subcontractor will require 5 days to repair / install doors.		
Y .		



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING ENTERING INTO CONTRACT NO. 15-07-MPN8 WITH TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C. FOR ENGINEERING SERVICES IN CONNECTION WITH THE SOIL CONDITIONS AT THE BETZ BREWERY SITE

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

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

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

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

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

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

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

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

SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

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

H:\WPDOCS\MP\BETZ\Environmental\Tectonic\2015 hiring Reso.wpd



830 Morris Turnpike, 2nd Floor Short Hills, New Jersey 07078 (973) 467-5850 FAX: (973) 379-5741 www.tectonicengineering.com

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

ATTN.: Ms. Mary Pat Noonan

(via hand delivery)

June 30, 2015

RE: PN 15-0757

LICENSED SITE REMEDIATION PROFESSIONAL (LSRP) SERVICES

BETZ BREWERY PROPERTY

180 NINTH STREET

JERSEY CITY, NEW JERSEY 07306

NJDEP PI № G000033422

Dear Ms. Noonan:

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

1.0 BACKGROUND

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

The Site has a veneer of contaminated historic fill material (CHFM) containing polynuclear aromatic hydrocarbons (PAHs) at concentrations above the current NJDEP Soil Remediation Standards. An Engineering Control (cap) was installed 1999 and an Institutional Control (a Deed Notice¹) was established to limit human activities at the Site. The Site received a letter of No Further Action (NFA) and obtained a soil Remedial Action Permit (RAP) and is now used a charter school.

¹ Deed Notice ID № DER131045, Lib. 5498, Pgs. 65-79.



Our Ref.: PN 15-0757 Page 2 June 30, 2015

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

2.0 OBJECTIVES

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

3.0 SCOPE OF SERVICES

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

4.0 SCHEDULE

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

5.0 **LIMITATIONS**

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

- 1. For the purposes of this scope and budget, the cap is presumed to be competent and documentation held by the JCRA is complete and to fully address the Impact to Ground Water (IGW) pathway, but it is not known if the CHFM is presumed to, or is known to, be affecting groundwater (or not). Services exclude the activities necessary to prepare any Classification Exemption Area (CEA)/Well Restriction Area (WRA) fact sheet or address cap failures.
- 2. TECTONIC is providing opinion in the field of specialty that pertains to the matter in the caption. Tectonic, while completing the tasks specified herein does not establish a guarantee that certain desired conditions or objectives will be met or attained and payment is not contingent upon any outcome, or lack thereof. All duties and responsibilities undertaken by Tectonic pursuant to this Agreement are for the sole and exclusive benefit of the named client and not for the benefit of any other party. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Tectonic to any other party, or to provide any utility or surety for any other party by Tectonic.



Our Ref.: PN 15-0757 Page 3 June 30, 2015

3. All New Jersey LSRP-related services are subject to the LSRP Rider incorporated herein by reference, as if set forth in full. Conditions of engagement are per Tectonic's standard Terms and Conditions incorporated herein by reference as if set forth in full, whether appended hereto or not.

6.0 BUDGET

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

7.0 FEES AND PAYMENTS

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

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

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

We appreciate the confidence you have shown in us and look forward to a mutually beneficial relationship. It is our goal to provide you, our Client with quality service in a cost-effective manner. We look forward to assisting you with this project.

Sincerely,

TECTONIC ENGINEERING & SURVEYING CONSULTANTS, P.C.

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

Vice President Environmental Services, New Jersey



Our Ref.: PN 15-0757

Page 4

June 30, 2015

Copy:

File

Attachment(s): Work Authorization and Proposal

(1 page)

Acceptance Form

General Terms and Conditions of

(3 pages)

Agreement

Supplemental New Jersey LSRP

(2 pages)

Terms



Our Ref.: PN 15-0757

Page 5

June 30, 2015

WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal No: 15-0757	Date: 06/30/2015	Retainer Amou	unt Required: \$ Nil
Project Name & Location	: Betz Brewery Property, City	y of Jersey City, N	New Jersey
Proposed Services: LSR Permit (RAP) Biennial C	RP Consulting, Remedial Acti Certification.	on Protectivenes	s / Soil Remedial Action
This Proposal for Services a who by execution hereof, w	and all Terms and Conditions are he arrants that he/she has full authorit	ereby accepted and ea y to act for, in the nar	xecuted by a duly authorized signatory, ne, and on behalf of the Client.
	PROPOSAL AC	CEPTANCE	
Acceptance(Signature):			Date:
Printed Name:		Title:	v
Company or Organization	on Name:		
	ation (All of the following info oe provided prior to starting v		e person responsible for the
Scheduling Work and Receipt of	Name:	Phone:	Email:
Deliverables	Address:		
Receipt of	Name:	Phone:	Email:
Invoices(Original)	Address:		
Receipt of Invoices	Name:	Phone:	Email:
(Copies)	Address:		
	Name:	Phone:	Email:
Issuing Payments of Invoices	Address:		



Our Ref.: PN 15-0757 Page 6 June 30, 2015

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

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

1.0 GENERAL

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

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due upon receipt. Any invoice outstanding for more than 30



Our Ref.: PN 15-0757 Page 7 June 30, 2015

days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate).

- 2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, Tectonic shall be entitled to full reimbursement of all such costs, including reasonable attorney's fees, as part of this Agreement.
- 3. Invoice payments must be kept current for the work to continue. If the Client fails to pay any invoice due to Tectonic within 45 days of the date of the invoice, Tectonic may, without waiving any other claim or right against Client, suspend services under this Agreement until Tectonic has been paid in full all amounts due Tectonic and/or any of its Consultants and Subcontractors.
- 4. Tectonic reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to Tectonic is not received within 45 days of the date of the invoice for work performed by Tectonic on other parties' projects for which Tectonic believes Client is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If Client represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of Tectonic's written request. Such documentation will make known Client's complete ownership and attest to no stakeholder involvement that Tectonic believes exists with such other party.
- Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

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

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

- 1. The appropriate underground utility mark out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The Client agrees to provide Tectonic with the location of known or suspected underground utilities or subsurface structures not marked out by the mark out service. Tectonic shall not be responsible for damage to any undocumented or mislocated utilities.
- 2. Tectonic shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, Client shall notify Tectonic as to the presence of any known hazardous materials on-site. Should unanticipated hazardous materials be encountered Tectonic shall take immediate health and safety measures and notify the Client. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
- 3. If the scope of services includes performance of soil borings by Tectonic, it is understood that the Client will



Our Ref.: PN 15-0757 Page 8 June 30, 2015

furnish Tectonic with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of Tectonic's scope of service. Tectonic reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the Client in writing at the time the location diagram is supplied.

- 4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the Client advises Tectonic in writing to the contrary. Upon request, the samples will be delivered and shipping charges will be collected.
- 5. Tectonic shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
- 6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

- 1. It should be understood that the presence of Tectonic's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by Tectonic using that degree of care and skill ordinarily exercised under similar circumstances by reputable members of the profession practicing in this or similar locations.
- 2. Neither the professional activities of Tectonic, nor the presence of Tectonic or its employees and subconsultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. Tectonic and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's Agreement with the Contractor. The Client also agrees that the Client, Tectonic and Tectonic's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that Tectonic has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
- 3. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the Client shall indemnify and hold harmless Tectonic, Tectonic's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- 4. Unless specifically stated in the Scope of Services Tectonic shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
- 5. The Client agrees to supply Tectonic with specifications, plans and other necessary materials for the project pertinent to providing its services.
- 6. Any estimate prepared by Tectonic of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as guarantee of the total cost.

OFF112-9/14/05



Tectonic ENGINEERING & SURVEYING CONSULTANTS P.C. SUPPLEMENTAL NEW JERSEY LSRP TERMS AND CONDITIONS

These SUPPLEMENTAL TERMS AND CONDITIONS for New Jersey Licensed Site Remediation Professional (LSRP) services shall be considered an integral part of the Agreement between the Client and Tectonic ENGINEERING & SURVEYING CONSULTANTS P.C. (Tectonic) and shall supplement the GENERAL TERMS AND CONDITIONS OF AGREEMENT. For services under this Agreement that require the engagement of an LSRP registered with and subject to the laws, regulations, and guidance promulgated by the State of New Jersey, the New Jersey Department of Environmental Protection (NJDEP), including the Site Remediation Reform Act (SRRA, at N.J.S.A. 58:10C-1 et seq.) the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, at N.J.A.C. 7:26C et seq.), the Technical Requirements for Site Remediation (TRSR, at N.J.A.C. 7:26E et seq.), and regulations promulgated by the LSRP Board (collectively the "LSRP Program") the following provisions apply.

- A. It will be necessary for Tectonic's LSRP to conduct detailed reviews of work previously conducted and planned for the project to provide for the necessary reliance as required by the SRRA. Tectonic will notify the NJDEP of our intent to be the LSRP of Record for the tasks proposed and accordingly must have the ability to make judgments regarding the adequacy of work in accordance with the LSRP Program. Tectonic's LSRP shall be fully integrated into the project and will have unrestricted relationship opportunities with the responsible party, legal partners, and any other consultants performing the work. If Tectonic's judgments are not supported by Client or their representatives, we will notify Client of such difference and, after reasonable discussion, retain the right to submit a notice of termination of LSRP of Record status to NJDEP.
- B. Tectonic is construed to be aligned with the NJDEP and as such must conform to their practice and abide by a professional code of ethical conduct. Client recognizes that Tectonic must fulfill a dual role, serving as Client's consultant while being required to meet the responsibilities identified in the SRRA, including a priority of protection of public health and safety and the environment. Client recognizes that Tectonic is bound to comply with the LSRP Program, which may at times be in conflict with Client interests and this agreement. As a result, Client waives and absolves Tectonic from any civil liability resulting from any actual or alleged conflict; furthermore Client agrees to indemnify, defend and hold harmless Tectonic and Tectonic's LSRP from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from Tectonic's services.
- C. Since SRRA, the ARRCS, LSRP Program, and other rules and prescribed guidance (collectively the NJ Site Remediation Program, SRP), are subject to ongoing additions and evolving changes; Tectonic's technical obligations to assist with services on any given project may be subject to changes over time. Because the state of practice is evolving, Tectonic will perform in general accordance with the standards in effect and information know at the time the services are performed. Client must inform Tectonic in writing of all communications from the NJDEP or the LSRP Board.
- D. Tectonic's conduct is governed by the Site Remediation Professional Licensing Board (SRPL Board or Board) and LSRP Program. Tectonic will perform certain tasks and will render a professional opinion of a remediation effort that is protective of public health, safety and the environment. Tectonic's LSRP services typically include: (1) Prompt notification to NJDEP and others of conditions encountered upon discovery and verification; (2) Investigating, analyzing, designing, permitting and observing remediation of the Site; (3) Advising Client of the need to correct deficiencies upon discovery or notification; (4) Issuing a Response Action Outcome (RAO), and (5) Retaining project records. In carrying out such functions, Tectonic will use such explorations, data collection, tests, procedures and standards, remediation actions or other services which, in our opinion, are (1) practical, (2) feasible and (3) appropriate to the conditions (under the current applicable statutes and regulations at that time and relevant to the conditions disclosed at that time), to establish a basis for such opinion or are (4) required to substantively comply with the LSRP Program. Any such opinion or actions will be based upon our professional judgment as a firm providing commercial LSRP services. Tectonic assumes no responsibility or liability for the accuracy or completeness of documents and information that are provided. Tectonic shall have no title to, ownership of, legal responsibility our services. Further, Client understands that the environmental, geologic, and other conditions may be different from the available data because of the inherent uncertainty and procedural variability in interpreting those conditions and changes over time.
- E. Client shall be responsible for all program fees and all compliance issues as the Client is the Responsible Party and/or Person Responsible for Conducting the Remediation (PRCR/RP). Client, and not Tectonic, shall be solely responsible to perform, or cause to be performed, the duties of the PRCR/RP under SRRA. Such obligations include, but are not limited to: (1) All obligations set forth pursuant to N.J.A.C. 7:26C-2; (2) Record retention and submissions (pursuant to N.J.A.C. 7:26C-2.5); (3) All mandatory and regulatory timeframes (required by N.J.A.C. 7:26C-3) including any timeframes established by all applicable statues, rules, and guidance, including ISRA, and UST rules, the TRSR, and ARRCS rule; (4) Sole payment of any and all fees and oversight costs (pursuant to N.J.A.C. 7:26C-4); (5) Payment of all Tectonic costs in full as a pre-requisite to RAO permitting and issuance; (6) The requirement to establish a remediation funding source (as applicable, pursuant to N.J.A.C. 7:26C-5); (7) The requirement to obtain and comply with Remedial Action Permits (RAPs) (as applicable, pursuant to N.J.A.C. 7:26C-7); (8) The requirement to obtain site access for non-owned property (pursuant to N.J.A.C. 7:26C-8); (9) Any enforcement action or penalty assessed against the PRCR/RP (pursuant to N.J.A.C. 7:26C-9); (10) Any requirement to notify the N.JDEP of a spill or discharge or Immediate Environmental Concern (IEC) at the Site; and Any other requirement upon the PRCR/RP for conducting and completing the remediation pursuant to applicable law, regulation, or guidance for the remediation of a contaminated site. Tectonic will not be responsible for Client's failure to (1) perform any of its obligations under SRRA, (2) fully fund the remediation, (2) fully disclose all relevant information, (3) comply with Tectonic's recommended actions.
- F. Because Tectonic as the LSRP is substantively acting without prior NJDEP approval of environmental tasks, and is responsible for decisions and opinions consistent with the NJ SRP requirements (including statute, regulations, and guidance), Tectonic may be required to perform additional tasks not initially proposed be performed to support decisions, judgments, and opinions based on conditions encountered during the course of performing services under this Agreement. Client will permit Tectonic to fulfill site remediation obligations as perceived by the LSRP in an ongoing and iterative fashion as determined by the conditions revealed and encountered, and understands and accepts that change based on newly acquired information and site specific conditions is normal practice and should be anticipated if revealed. In the event any conditions differing from those



described in any work product, key document, plan, or report are identified at a later time, Tectonic requests the opportunity to review such differences.

- G. For any ARRCS project Site, the following conditions require NJDEP notification: (1) Any new spills or discharges found, (2) any Immediate Environmental Concern (IEC) revealed, (3) any Client action or decision that results in any change or deviation, considered in Tectonic's sole judgment to be substantive, relative to any Tectonic plan or report, and (4) any material facts, data or other information not previously disclosed in pertinent key documents. Client acknowledges that if they are not the property owner or PRCR/RP on the referenced property, that they have notified the property owner or PRCR/RP and that the property owner or PRCR/RP understands, acknowledges and approves of the LSRP reporting obligations of Tectonic as defined within this proposal.
- H. When rendering opinions, Tectonic's LSRP's standard of care and skill will only be measured against the level of reasonable care and diligence applying the knowledge and skill ordinarily exercised by other competent and reputable LSRP's in good standing, operating under similar circumstances, and during the same time period. Client acknowledges that the NJDEP and other LSRP's may have legitimate differences in judgment that do not necessarily constitute a departure from this standard of care.
- I. Tectonic's RAO and associated documentation may be audited within three (3) years of issuance and based on a finding by the NJDEP that it is not sufficiently protective of public health, safety and the environment, the NJDEP can both invalidate the RAO and require additional work by the Client even though Tectonic has performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate Tectonic for all services performed in response to such an audit. If additional services are so required, Tectonic will enter into good faith negotiations with Client concerning the terms under which such additional services will be performed and, if agreement cannot be reached, Tectonic may elect to terminate its Services after notice is given. Client agrees to pay Tectonic for all services performed through the date of termination specified in such notice. The issuance of an RAO does not constitute any warranty or guarantee that the Site is free from pre-existing, undiscovered contamination, or that the remediation will be accepted (in whole or in part) by any governmental authority. There is always a potential for failure to detect a condition, hazardous substances or underground tanks, etc. Tectonic will not be held liable in any way for (1) any conditions or situations resulting directly or indirectly from the invalidation of any RAO issued by Tectonic, or (2) the rescission of any prior issued letter of No Further Action as a result of Tectonic's work. Tectonic does not guarantee long-term effectiveness of any remedy or RAO. Remedy failure can be caused by many factors and all remain the Client's responsibility. Client is responsible for ongoing compliance and protectiveness of RAO and Site conditions. Client is solely responsible for maintaining all RAO conditions in place at the time of issuances, including engineering controls installed at the Site and the currency of institutional
- J. Client must allow Tectonic to observe and/or audit project remediation work, Tectonic must review and accept all remediation efforts on the project. Client acknowledges that Tectonic may be responsible for selecting various investigative and remedial actions which may not always be selected by the Client, or be implemented only subject to available project funding. If, for whatever reason, the remedial work is delayed, including due to lack of financial resources to pay for the remedial work, Tectonic has the obligation to withdraw from the project (and to notify NJDEP of doing so) as Tectonic could otherwise be personally impacted by the consequences of failure to meet certain regulatory mandatory time frames for various phases of the remedial work. Client understands that stoppages, halting, delays or any non-payment constitute reportable material impact and changes to the work; and shall constitute a breach of contract that relieves Tectonic from any further obligation or liability in connection with the work, except for reporting obligations, for which Tectonic shall incur no liability for. Such breaches may cause changes in the Client's regulatory status and may cause enhanced oversight that the Client will be solely responsible for.
- K. Client shall indemnify, defend and hold harmless Tectonic and Tectonic's LSRP from any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the Client's failing to (1) Perform their affirmative obligation to remediate, (2) adequately fund and pay for the remediation, (3) Review documents -- or take actions -- in a timely manner, (4) disclose all relevant information, or (5) follow the LSRP recommendations. Client understands the failure to perform in a timely manner all their obligations as a PRCR/RP may give rise to additional costs and other significant adverse consequences that may adversely affect Tectonic's ability to perform or complete services. Client's failure to perform and pay may result in the withholding of Tectonic document work product at Client's sole risk, enforcement actions, fines, penalties, and direct NJDEP oversight. Tectonic shall reserve the right to terminate any LSRP engagement if Tectonic reasonably believes, in our sole judgment, that termination or withdrawal is required by the standards of professional conduct applicable to LSRPs.
- L. Termination expenses: It is the underlying intent of this agreement for Tectonic to be the Client's LSRP until completion of all the remediation and early dismissal incurs additional costs that Tectonic is entitled to be reimbursed for Client agrees to pay Tectonic any and all costs associated with LSRP service termination and succession, which is the transfer of LSRP stewardship of the remediation project to another LSRP. This includes time and expenses expended for preparation of a project status memorandum at conveyance (exit memorandum), LSRP self-dismissal, reproduction and release of project document work product, plus attending at any meetings and interrogatories to enable a seamless project transfer. Tectonic will release prior documents obtained from others and Tectonic-generated key remedial-phase reports only. Pre-payment in full of all Tectonic's fees is a mandatory pre-requisite for release of anything, or cooperation with termination/transfer. The minimum fee is \$1,200.00 and will be deducted from any project retainer or become a project service fee and invoice requiring pre-payment.

NJRiderV1.04/08/2015

Reso. No. 15-07-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A THIRD AMENDMENT TO CONTRACT NUMBER 14-05-BD7 WITH T & M ASSOCIATES FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN THE CANAL CROSSING REDEVELOPMENT AREA.

WHEREAS, at its meetings of May 20, 2014, November 18, 2014, and April 21, 2015 the Board of Commissioners authorized Contract No. 14-05-BD7 with T & M Associates; and

WHEREAS, the Agency is in need of additional environmental services in the Canal Crossing Redevelopment Area; and

WHEREAS, T & M Associates, who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on January 16, 2015 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on February 17, 2015, by Resolution of the Board of Commissioners; and

WHEREAS, T & M Associates has submitted a proposal for environmental services dated July 17, 2015 in the amount not to exceed \$30,000.00 for a new contract amount not to exceed \$107,100.00 (attached); and

WHEREAS, said contract will be extended for a term not to exceed (1) one year; and WHEREAS, funds for the work will be provided by the Agency; and

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

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

			1
Reso.	No.	15-07	1

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.14-05-BD7 with T & M Associates is hereby amended and increased by \$30,000.00 for a new contract amount not to exceed \$107,100.00 and is extended for a period of one year.

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

Secretary		

Certified to be a true and correct copy of a Resolution of the Board of July 21, 2015.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Hon. Diane Coleman	/			
Evelyn Farmer	/			
Erma D. Greene	/			
Hon. Rolando R. Lavarro, Jr.				
Timothy N. Mansour	1			
John D. Petkanas				,
Russell J. Verducci				

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YOUR GOALS. OUR MISSION.

AGREEMENT MODIFICATION TO T&M PROJECT JCRA-00020

T & M PROJECT No. JCRA-00020	_ Agr	reement Modification No.: 3
Project Name: Professional Services	Proposal - Chromate Site #	132
•		
Original Agreement Date: 7/16/2014	<u>1</u> M	odification Amount: \$30,000.00
Description of Modification:		
Scope of Services: See Attached	description of Scope of Se	rvices
Schedule of Fees: See Original A	Agreement, (TMOH-13862)	
Terms & Conditions (or other)_S	See Original Agreement	
Reason for Modification: Client	Initiated	T&M Request X
	Original Agreement Amou	nt: \$ <u>27,100.00</u>
	Net Prior Modifications	
	Including Agreement Modification(s) 1 & 2:	\$_50,000.00
	Amount of this Modificati	
	Revised Agreement Amou	unt: \$ <u>107,100.00</u>
No services to be provided pursuant to All provisions of the original Agreement effect.		
CLIENT: Benjamin Delisle	Т&	M ASSOCIATES
Signature:	Sig	gnature: <u>Jackyn Hu</u>
Name: <u>Benjamin Delisle</u>	Na	ame: Jaclyn Flo
Title: Director of Development	Tit	le: Client Manager
Date:	Da	ate: 7/16/15



PROJECT BACKGROUND and SCOPE OF SERVICES

T&M Associates (T&M) is currently providing environmental consulting services in response to the Jersey City Redevelopment Agency (JCRA) request for proposal (RFP) for Chromate Site #132 located at 824 Garfield Avenue. Since additional services will be necessary to address the engineering and environmental requirements at the Garfield Avenue Sites and various issues for the overall Canal Crossing Development (e.g. stormwater, drainage, grading, capillary break review, etc.), T&M has prepared this Agreement Modification No.3.

The out-of-scope work also included researching the effort it would take to go from 60% design to 100% design of the Canal Crossing infrastructure. In addition to the research and attending meetings (AECOM and LeClair Ryan offices), T&M also reviewed several submittals from PPG.

The following is a summary of the proposed scope of services to be provided by T&M as part of Agreement Modification No. 3 (AM-3).

Item 10/Additional Engineering Assistance

T&M will continue to provide engineering and environmental technical support to JCRA for the Garfield Avenue Sites and various issues for the overall Canal Crossing Development. T&M will provide LSRP support and engineering services including: review of the site restoration, Deed Notice, capillary break, Ferro Black amended backfill, stormwater, grading, drainage, Flood Hazard Permit review, Treatment Works Approval review, etc. The management and technical support services includes attending meetings, environmental review, teleconferences, engineering support, etc.

An additional fee of \$30,000.00 is estimated for the scope of work in Item 10 at this time.

End of Agreement Modification

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NUMBER 15-07-BD9 WITH WCD GROUP FOR PROFESSIONAL ENVIRONMENTAL SERVICES WITHIN THE HARSIMUS COVE STATION 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 desires to conduct a Phase II Environmental Site Investigation on Block 11603, Lots 37 & 38 (Powerhouse Triangle Site) within the Harsimus Cove Station Redevelopment Area; and

WHEREAS, WCD Group, who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on January 16, 2015 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on February 17, 2015, by Resolution of the Board of Commissioners; and

WHEREAS, WCD Group has submitted a proposal for environmental services dated July 8, 2015 in the amount not to exceed \$14,890.00 (attached); and

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

WHEREAS, funds for the work will be provided by the Agency; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.15-07-BD9 with WCD Group in an amount not to exceed \$14,890.00 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 July 21, 2015.

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



July 8, 2015

Mr. Benjamin Delisle Director of Development Jersey City Redevelopment Agency 66 York Street, 2nd Floor Jersey City, NJ 07302

Re: Phase II Environmental Site Investigation Proposal and Scope of Work Powerhouse Triangle Site
Tax Block 11603, Lots 37 & 38
80 First Street
Jersey City, Hudson County, NJ

Dear Mr. Delisle:

WCD Group, LLC is pleased to present this scope of work for a Phase II Environmental Site Investigation (ESI) of the property located at 80 First Street (hereafter referred to as the "Site"). WCD understands that Jersey City Redevelopment Agency ("JCRA") is requiring the next phase of environmental investigation of the Site following the receipt of a Preliminary Assessment Report/Phase I Environmental Site Assessment ("PAR/ESA") prepared by Dresdner Robin dated November 13, 2014. The primary objective of the Phase II ESI will be to evaluate existing soil and groundwater conditions relative to the Areas of Concern ("AOC") and Recognized Environmental Conditions ("RECs") identified in the PAR. In addition, geophysical investigation (i.e. ground penetration radar) is requested to address the Underground Storage Tanks ("USTs") REC identified in the PAR/ESA.

SITE DESCRIPTION

The Site consists of a vacant approximately 0.3585 acre triangularly-shaped parcel located in the City of Jersey City and the County of Hudson, New Jersey and is located on the south side of the intersection of Washington Boulevard, Second Street and Greene Street. The legal description for the Site is Tax Block 11603, Lots 37 and 38 in the city of Jersey City. The Site is in a heavily developed neighborhood and is currently undeveloped. The Site is bordered by the following properties:

- Northeast: Avalon Cove low-rise apartments;
- East: The Portofino residential tower and parking garage;
- South: Hudson Bergen Light Rail tracks in First Street. The historic Hudson and Manhattan Powerhouse owned by the Port Authority of New York and New Jersey (PANYNJ) and the City of Jersey City is south of the train tracks;
- Southwest: Vacant 1.9 acre lot currently in use as a staging area for high rise construction on the north side of First Street between Warren Street and Washington Boulevard; and
- West and Northwest: Two (2) residential towers and ground level stores and associated parking garages. A high-rise residential tower is under construction at the northwest corner of Washington Boulevard and Second Street.

BACKGROUND

The PAR identified the following five potential RECs associated with the historic use of the site and/or nearby off-site properties:

- AOC/REC 1: Historic Fill: According to the New Jersey Department of Environmental Protection's (NJDEP) Historic Fill Map, the Site is located within an area of Historic Fill. Typical historic fill material contaminants include metals and poly-nuclear aromatic hydrocarbons (PAHs) at levels in excess of the NJDEP applicable soil remediation standards;
- AOC/REC 2: Possible Chromate Waste Fill: The use of chromate waste as fill is well
 documented in the City of Jersey City. Hudson County Chromate 205 (NJDEP PI# G000044587)
 is located at the northwest corner of Washington Boulevard and First Street. Hudson County
 Chromate 172 (NJDEP PI# G000008786) is located in the vicinity of Bay Street and Warren
 Street;
- AOC/REC 3: Former Rail Tracks: Based on the review of the 1906 Sanborn Map and the 1928 G.M. Hopkins historic map, rail spurs were located on the Site. A large rail yard of the United N.J.R.R and Canal Company and the Pennsylvania Railroad existed to the north of the Site from prior to 1873 through the late 1970s or early 1980s. Rail tracks in general are recognized as environmental AOCs by NJDEP. Historic spills or railroad maintenance activities possibly impacted the Site;
- AOC/REC 4: Underground Storage Tanks: The Site was improved with structures in the late 19th and early 20th centuries and again from a time in the 1970s through 1994. In 1938, a storehouse of the New York Iron Roofing and Corrugation Co. existed within the right of way of Washington Street adjacent to the west of the Site, but was removed by 1950. Given the timeframe during which the Site was improved with structures, there is a possibility that abandoned underground storage tank(s) may exist at the Site; and
- AOC 5: Adjacent Properties Listed in Governmental Database Records: Several adjacent and nearby properties are included in NJDEP's and other governmental agency's databases indicative of environmental contamination.

The PAR/ESA concluded that further investigation of each of the AOC/RECs is recommended. The scope of the Phase II ESI presented below is intended to be responsive to those recommendations.

PHASE II ESI SCOPE OF WORK

The number and locations of the proposed soil and groundwater samples described further below are intended to provide representative samples of soil and groundwater potentially impacted by recent operational and filling activities at the Site and nearby off-site properties; to determine if the Site has been adversely impacted by those activities.

Task 1.0—Health & Safety Plan (HASP) and Quality Assurance Project Plan ('QAPP") Preparation

WCD will prepare a brief site-specific health and safety plan for the Phase II ESI. The HASP will assign responsibilities and establish personal protection standards and mandatory safety practices and procedures for the field investigation program. The HASP is intended to minimize health and safety risks resulting from known and potentially hazardous materials and physical hazards encountered during the field investigation and will be developed in accordance with pertinent guidelines.

WCD will also prepare a Quality Assurance Project Plan in accordance with the requirements and methods described in the NJDEP *Technical Requirements for Site Remediation* (N.J.A.C. 7:26E *et.* seq., November 4, 2009 (last amended May 7, 2012), *Field Sampling Procedures Manual* (August, 2005, last updated April 30, 2009), *Alternative Ground Water Sampling Techniques* (July 1994), *Field Analysis*

Manual (July 1994) and N.J.A.C. Chapter 9D Well Construction, Maintenance, and Sealing of Abandoned Wells Drilling Regulations and Requirements (April 2, 2007), as guidance. Remedial investigation results will be compared to New Jersey's Remediation Standards (N.J.A.C. 7:26D et. seq., November 2009) for soil delineation purposes. Groundwater results will be compared to Groundwater Standards (N.J.A.C. 7:9C) for groundwater delineation purposes.

The purpose of the QAPP is to assure reliable monitoring data by serving as the instrument of control for field and analytical activities associated with the project. The QAPP will specifically reference the analytical methods, sampling procedures, Quality Assurance (QA) policies, Quality Control (QC) criteria, and reporting requirements that must be followed by WCD and all subcontractor personnel when carrying out their assigned responsibilities on the project.

Task 2.0—Geophysical Survey

In order to further investigation AOC/REC-4: USTs and AOC/REC-3: Former Rail Tracks, WCD will conduct a geophysical survey, which shall be performed utilizing electro-magnetic detection and ground penetrating radar methods to clear the boring locations for the presence of underground utilities and to investigate subsurface anomalies. A geophysical specialty vendor under subcontract and supervision by WCD will clear each individual 20-foot by 20-foot proposed boring location for the purpose of identifying subsurface utilities prior to drilling. Additionally, the entire Site including adjoining sidewalks will be surveyed for potential underground structures (i.e. underground storage tanks, vaults, rail lines, etc.). If a suspected UST is identified, WCD will notify JCRA immediately to discuss possible modifications to the scope of work (i.e. test pits) to verify the anomaly. A Geophysical Survey Report will be included as an appendix to the Phase II ESI Report.

Task 3.0—Soil Sampling

Direct drive sample collection methods will be used to complete the subsurface investigation under Task 3 – Soil Sampling. Soil samples will be collected in 4- or 5-foot long 2-inch diameter macro-core samplers. A total of four (4) soil borings will be advanced at the Site using track-mounted Geoprobe equipment. WCD is estimating these three borings will be advanced into the groundwater table surface located at approximately 6-13 feet bgs, or to the bedrock surface, whichever is shallower.

The soil sampling protocol is described below.

• AOC/REC-1: Historic Fill Material. A total of four (4) borings (SB-01 through SB-04) will be advanced as illustrated on Figure 1 – Proposed Sample Locations. Boring locations may be field altered depending on Site conditions and observations at the discretion of the investigator. Borings will be advanced continuously through the fill layer to an approximate depth of two feet below the observed fill material to determine the vertical and general horizontal extent of the fill. Additionally, two of the borings will be advanced into the water table so that they can be finished as temporary monitoring wells, but will not be advanced beyond a low permeability layer if one happens to exist below the fill. Soil borings will be continuously screened with a photoionization detector ("PID") and soils lithology will be logged. Depth to groundwater will be noted, if encountered. WCD will photo document sampling locations and subsurface stratigraphy.

In accordance with the NJDEP's Historic Fill Material Technical Guidance (V.2 April 29, 22013) one (1) sample will be collected from each boring from a discreet 6" interval in the historic fill material. If fill has more than one defined strata, one discreet soil sample will be collected from each stratum, at additional cost. Three samples will be analysed for EPA Target Compound List (TCL) Polynuclear Aromatic Hydrocarbons (PAHs) and EPA Target Analyte List (TAL) metals. In addition, 25% of samples collected (one sample) will be analysed for Full TCL/TAL analysis and Extractable Petroleum Hydrocarbons Category 2 ("EPH CAT-2").

- AOC/REC-2: Possible Chromate Waste Fill. As described above, the four soil borings will be advanced through the fill layer to an approximate depth of two feet below the fill material. One soil sample will be selected from each boring and analysed for TAL metals (which includes total chromium). If the analytical results for total chromium exceed the NJDEP Chromium Soil Cleanup Criteria of 20 mg/kg for hexavalent chromium, these samples will be additionally analysed for hexavalent chromium. WCD will log soils lithology and note any occurrences of chromite ore processing residue ("COPR") or other chromate chemical production waste ("CCPW") in the fill.
- AOC/REC-3: Former Rail Tracks. According to the PAR/ESA, the historic presence of rail spurs is considered an AOC/REC. If suspect remnant rail infrastructure is identified during the geophysical survey (Task 2.0), the four soil borings described above will be located in those areas. In the event that no suspect rail infrastructure is identified, the borings will be located in the approximate former location of the rail lines as depicted in the PAR/ESA. Approximate boring locations are presented on Figure 1. One soil sample will be selected from a single boring at the interval exhibiting the highest PID response, or based on the investigator's visual and/or olfactory indication of impact. This soil sample will be analysed for NJDEP Cat 2 EPH and for Full USEPA TCL/TAL.
- AOC-4: Potential USTs. As the presence of USTs is speculative, no specific sampling is
 proposed at this time. If results of the geophysical survey (Task 2.0) reveal anomalies consistent
 with USTs, WCD will recommend additional investigation via test pits to verify or refute their
 presence. A more precise soil sampling approach can be developed based on the results of the
 verification test pits.
- AOC-5: Adjacent Properties. In order to investigate the potential onsite impacts from offsite sources, WCD has placed all four proposed borings in locations where they can be additionally purposed to investigate offsite impacts. WCD will log all boring lithology and note any instances where observations are inconsistent with the known AOC/RECs.

Tasks 4.0—Groundwater Sampling

Since the only AOC/RECs based on known existing and/or historic site use are Historic Fill and Former Rail Track at the Site, the groundwater sampling program at the Site will be general in nature as illustrated on Figure 1 and will include installation and sampling of two (2) temporary groundwater monitoring wells in accordance with the following:

- Two (2) temporary groundwater monitoring wells (TMW-1 and TMW-2) will be constructed of threaded one-inch diameter Schedule 40 PVC well casing and 10-slot well screen. Each of the three soil borings shown on Figure 1 will be converted into a TMW. The groundwater table surface is expected to be encountered at approximately 6-13 feet bgs. Each well will be screened from five (5) feet above to five (5) feet below the observed water table;
- Groundwater samples will be collected from the temporary groundwater monitoring wells and will be performed in accordance with *Field Sampling Procedures Manual* (August, 2005, last updated April 30, 2009). Data will be recorded in the field logbook;
- Groundwater samples will be analyzed for Full TCL/TAL.

Sampling Quality Assurance/ Quality Control (QA/QC)

Dedicated En Core™ samplers will be used to collect soil samples that will be submitted for VOC analysis. Soil VOC field blanks will be collected in accordance with the NJDEP's *Field Sampling Procedures Manual (FSPM -*August, 2005, last updated April 30, 2009)

A groundwater field blank will also be collected and analyzed for Full TCL/TAL in accordance with the FSPM.

A soil and ground water VOC trip blank will also be prepared by the laboratory and placed in each cooler in accordance with the FSPM.

Duplicate samples will be collected at a frequency specified in the FSPM. The laboratory will provide NJ Reduced data deliverables.

All samples will be containerized in laboratory prepared jars, labeled, sealed, and placed in a chilled cooler for shipment to the laboratory. Samples will be analyzed by an NJDEP-certified laboratory. Duplicate samples will be collected at a frequency specified in the FSPM. The laboratory will provide NJ Reduced data deliverables. The sample analysis will satisfy NJ Data of Known Quality Protocol (DKQP) requirements.

Investigation derived wastes (IDW) will be minimized by returning excess soil from borings to its original location except where prohibited (i.e., soil is grossly contaminated; boring has penetrated an aquitard, etc.). Soil borings will be completed to ground surface (if necessary) using hydrated bentonite powder or chips. If any decontamination wastewater is generated it will be drummed and staged near the point of generation, pending receipt of the laboratory results. If free of visible contamination, disposable PPE and sampling equipment (scoops, gloves, rope, etc.) will be placed in heavy-duty plastic bags and disposed of properly. This proposal includes the cost for disposal of one drum of IDW.

Task 5.0—Phase II ESI Report

A Phase II ESI Report will be prepared and submitted approximately 10 days following receipt of the final laboratory results (laboratory results are expected to be received 10-business days from time of receipt by the laboratory). The report will document the results of the geophysical survey, the soil boring program and the groundwater sampling effort; and will present the analytical results and include comparisons of the analytical data to the NJDEP Soil Remediation Standards and Groundwater Quality Standards.

The report will also provide conclusions, and recommendations for further sampling or additional actions, if appropriate.

SCHEDULE

WCD anticipates the field work will require approximately one (1) day on site. We anticipate that the preparation of an investigation report will require an additional two (2) weeks once the analytical results have been received.

Following authorization from Jersey City Redevelopment Agency, WCD will endeavor to arrange for the geophysical survey and soil boring/groundwater investigations to take place concurrently within three (3) weeks of authorization to proceed (with Site access coordination by JCRA). Laboratory data is expected to be received ten (10) days after the date of delivery of samples to the laboratory. Assuming unrestricted access, WCD will prepare and submit a Phase II ESI report within four (4) weeks of the notice to proceed. If unrestricted access cannot be obtained, WCD will locate the proposed sample locations as close to the proposed locations as possible (significant adjustments to proposed locations will be made in consultation with JCRA).

COST PROPOSAL

The Cost for the above described scope of work shall be on firm fixed-price basis of \$14,890. This total is broken down as follows based on the levels of effort described above; 1) Drilling Sub: \$4,260, 2) GPR Survey: \$2,200, 3) Laboratory Costs: \$2,950, 4) Labor: 2,760, and 5) Letter Report: \$2,720.

ADDITIONAL ASSUMPTIONS

The following additional assumptions were applied in preparing the cost estimate:

- WCD will have unencumbered access to necessary areas of the Site. All required arrangements for Site access will be made through JCRA;
- 2. JCRA shall provide WCD with existing site utility plans for buried private utilities. Although we're taking necessary precautions to avoid damage to private utilities (i.e. geophysical survey), WCD will not be responsible for damage to unmarked private utilities;
- For purposes of this proposal, WCD has assumed a maximum temporary monitoring well installation depth of 20 feet bgs;
- 4. Pricing is based on installation of two (2) temporary monitoring wells. If geologic conditions don't allow for a TMW to be installed, additional costs will be necessary for installation of a permanent monitoring well(s);
- 5. WCD will be provided a location on-site to store drums containing investigation derived wastes (IDW);
- 6. WCD will determine the final Phase II ESI sample locations following receipt of Site plan showing the locations of existing utilities and completion of the Geophysical Survey;
- 7. WCD assumes one (1) day will be required to complete the field work for the geophysical survey, groundwater sampling, and soil sampling. Additional days, if required due to site access restrictions, will be billed accordance with the unit rates provided in the attachments to this proposal;
- 8. The field work will be performed during normal working hours (between 7:00 a.m. and 5:00 p.m.) during the business week (i.e., Monday through Friday); and
- Disturbed surfaces will be repaired to their original condition (i.e., rough patched with asphalt cold patch/concrete, as appropriate). Photographs taken both before and after the investigation will document conditions.

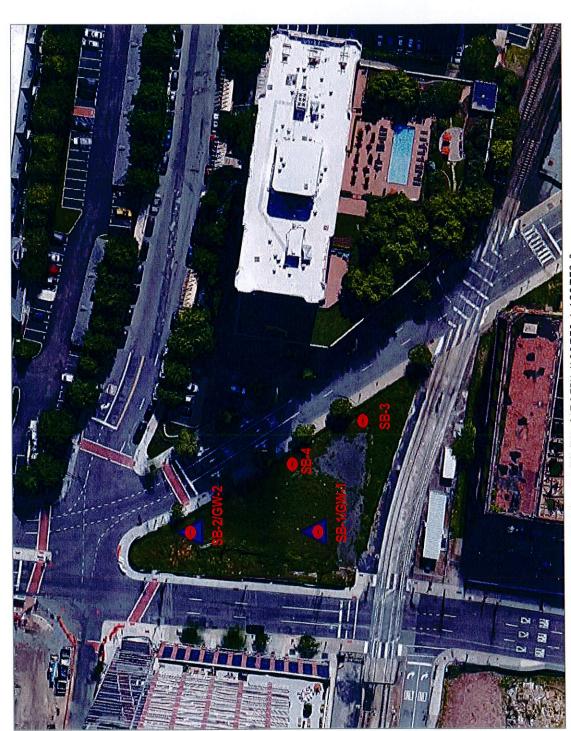
AUTHORIZATION

If the Scope of Work, Letter Agreement and Terms and Conditions are acceptable, please sign below and return the original to the undersigned. This Proposal for Services and Terms and Conditions shall constitute the entire agreement between the parties. This proposal is valid for a period of 60 days from the date of issue. We thank you for the opportunity and look forward to working with you on this project.

Please do not hesitate to contact me at 609-730-0007 with any questions or comments.

Respectfully submitted, WCD Group, LLC	Accepted by the Authorized Representative of: Jersey City Redevelopment Agency
Jam R. Cajutt	
,	
James R. Capritti, CHMM Principal	
c. Chip D'Angelo, WCD	Print
Enclosures: Figure 1—Proposed Sample Locat	Date

FIGURE 1 SAMPLE LOCATION PLAN





For pivotal matters."

GROUP

Client:

www.wcdgroup.com

66 York Street, 2nd Floor Jersey City, NJ 07302

Project Location:

Tax Block 11603, Lots 37 & 38 Jersey City, NJ 80 First Street

Description:

Proposed Sample Locations

Project No.:

Date:

8 July 2015

Prepared By: .. No.:

Jim Blaney

SB-1: Complete TCL/TAL, CAT-2 EPH, (AOC/REC -1, AOC/REC -2, AOC/REC -3, AOC/REC - 5)

TMW-1: Complete TCL/TAL (AOC/REC-1, AOC/REC - 5); TMW-2: Complete TCL/TAL(AOC/REC-1, AOC/REC - 5); SB-2/: TCL PAH, TAL Metals (AOC/REC - 1);

SB-3: TCL PAH, TAL Metals, (AOC/REC – 1, AOC/REC 2) SB-4: TCL PAH, TAL Metals, (AOC/REC – 1, AOC/REC 2)

= Approximate Temporary Well Point Location = Approximate Soil Boring Location

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF BELOVED COMMUNITY CHARTER SCHOOL AS REDEVELOPER FOR PROPERTY LOCATED AT BLOCK 15502 IN THE LAFAYETTE PARK REDEVELOPMENT AREA

WHEREAS, at its meeting of July 16, 2013, the Board of Commissioners of the Jersey City Redevelopment Agency designated BelovED Community Charter School as Redeveloper for Block 15502, Lots 3 and 4 for the construction of an addition to their current facility at 508 Grand Street; and

WHEREAS, said designation was subsequently extended; and

WHEREAS, Redeveloper is working with the Jersey City Housing Authority to acquire a portion of Lot 2 in Block 15502 to complete their site; and

WHEREAS, the closing with the Housing Authority is scheduled for late July 2015; and

WHEREAS, BelovED's designation is about to expire and Redeveloper has requested a 90 day extension in order to complete the above tasks and finalize a Redevelopment Agreement with the Agency; and

WHEREAS, Agency staff deems it appropriate to extend the designation for a period of 90 days to expire on October 31, 2015 with an option to extend the designation for an additional 30 days at the sole discretion of the Agency's Executive Director.

NOW, THEREFORE, BE IT RESOLVED, that the above recitations are incorporated herein as if set forth at length and the designation for BelovED Community Charter School is extended for a period of 90 days to expire on October 31, 2015 with an option to extend the designation for an additional 30 days at the sole discretion of the Agency's Executive Director.

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

Camatami		

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT			
Diane Coleman	1						
Evelyn Farmer							
Erma Greene							
Rolando R. Lavarro, Jr.							
Timothy N. Mansour	1						
John D. Petkanas				/			
Russell Verducci							

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 1 EDWARD HART DRIVE, LLC AS THE REDEVELOPER FOR PROPERTY LOCATED AT 1 EDWARD HART DRIVE IN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, 1 Edward Hart Drive, LLC, a limited liability company has submitted an application to be designated redeveloper of the property located at 1 Edward Hart Drive (hereinafter "Property") within the Liberty Harbor Redevelopment Area; and

WHEREAS, the Redeveloper, at the Agency's Board Meeting of July 21, 2015, made presentation to the Board for the development of the Property for a proposed development/conversion of the existing building into a public recreation use that will include a bar/restaurant with an associated "brew pub" along with recreational bowling. (hereinafter "Project") in accordance with the Liberty Harbor Redevelopment Plan; and

WHEREAS, the Property is owned by the applicant; and

WHEREAS, upon review of the Redeveloper's application and proposal, the Agency's executive staff recommends the designation of 1 Edward Hart Drive, LLC as the Redeveloper; and

WHEREAS, Redeveloper agrees to comply with any requirements to undertake the Project as set forth in the Liberty Harbor Redevelopment Plan and Redevelopment Agreement; and

WHEREAS, the Redeveloper will reimburse the Agency for costs associated with the Project until the terms of the Redevelopment Agreement are approved; and

WHEREAS, the Agency executive staff recommends the designation of 1 Edward Hart Drive, LLC for a period of one hundred twenty (120) days with a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED that:

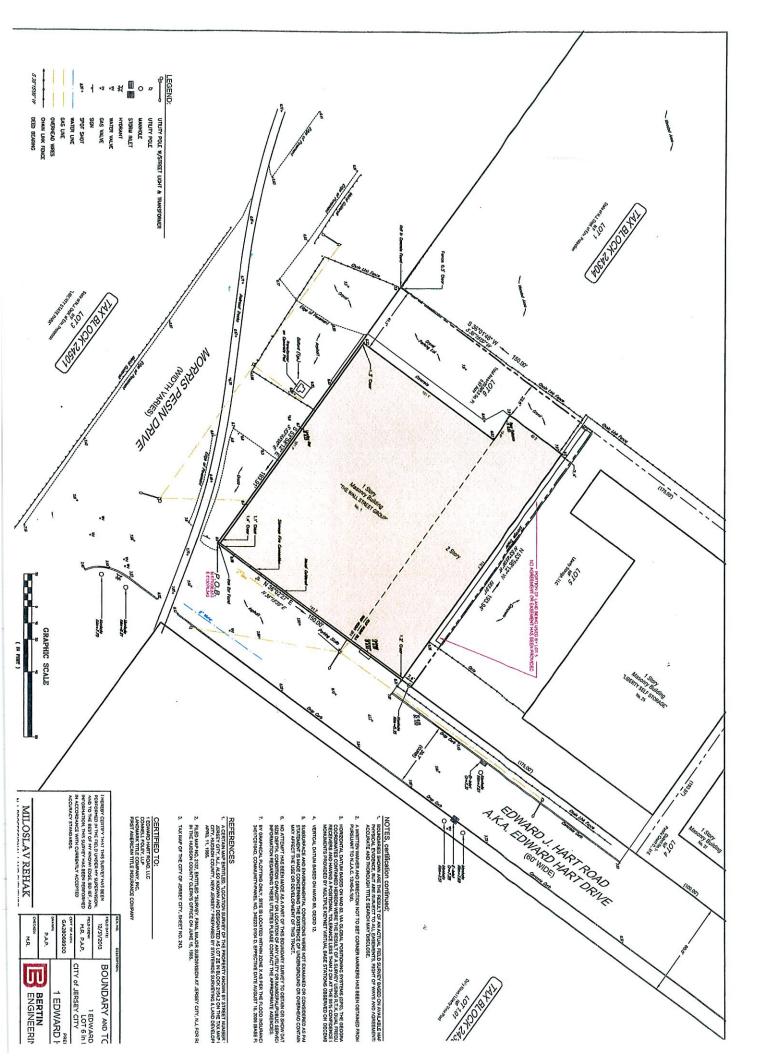
- 1. The recitals above are incorporated herein as if set forth at length.
- 2. 1 Edward Hart Drive, LLC is designated as Redeveloper for property located at 1 Edward Hart Drive within the Liberty Harbor Redevelopment Area.
- 3. The designation shall be for a one hundred twenty (120) day period with an extension of thirty (30) days at the discretion of the Executive Director to negotiate the terms of a Redevelopment Agreement.
- 4. As a condition of the designation granted, the Redeveloper will reimburse the Agency for costs associated with the Project until the terms of the Redevelopment Agreement are approved.

5. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015

RECO	ORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Diane Coleman	/			
Evelyn Farmer	/			
Erma D. Greene	/			
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				



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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF LIBERTY SCIENCE CENTER & SCITECH SCITY LLC (AN ENTITY TO BE FORMED BY THEM) AS REDEVELOPER FOR PROPERTY LOCATED IN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners dated January 20, 2015, Liberty Science Center in conjunction with SciTech Scity was designated Redeveloper for the construction of a multi-phased project to contain Edge Works, a high technology based maker space, business incubator and light manufacturing center; Liberty Science K-12 school featuring science curricular and learning methods; the Thomas Hotel, a standalone science themed hotel, and a Visiting Scholars Residence which will host long term stays; and

WHEREAS, the site is located on city/MUA owned property at Block 21504, Lots 2, 3, 4, 5, 6, 7, (with street addresses 235 Jersey City Blvd.(city), 233 Communipaw Ave.(city), 215 Communipaw Ave.(MUA), 101 Phillip St.(MUA), 65 Phillip St.(city), & Oliver St.(MUA), respectively) in the Liberty Harbor Redevelopment Plan; and

WHEREAS, the Developer will seek amendments to the Liberty Harbor Redevelopment Plan to accommodate the project if necessary; and

WHEREAS, said designation is about to expire and additional time is needed to negotiate an agreement and staff deems it appropriate to extend the designation for six (6) months with an additional 60 day extension at the sole discretion of the Agency's Executive Director.

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

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Reso. No	. 15-07-	//	

herein as if set forth at length; 2) Liberty Science Center and SciTech Scity LLC (an entity to be formed by them) located at Block 21504, Lots 2, 3, 4, 5, 6, 7 (235 Jersey City Blvd., 233 Communipaw Ave., 215 Communipaw Ave., 101 Phillip St., 65 Phillip St., & Oliver St., respectively) in the Liberty Harbor Redevelopment Area be and is hereby extended for 120 days to expire on January 21, 2016 and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 60 day period.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	ABSTAIN	ABSENT			
Diane Coleman	/						
Evelyn Farmer	7						
Erma D. Greene							
Rolando R. Lavarro, Jr.	/						
Timothy N. Mansour							
John D. Petkanas				/			
Russell Verducci							

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

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

WHEREAS, said designation was subsequently extended permitting the developer to perform its due diligence; and

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

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

WHEREAS, said designation is about to expire and staff deems it appropriate to extend the designation for 90 days with an additional 30 day extension at the sole discretion of the Agency's Executive Director.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the designation of Park Avenue Landing, LLC (the Neu Family) for property located at

Parcel 17 in the Liberty Harbor North Redevelopment Area be and is hereby extended for 90 days to expire on October 31, 2015 and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 90 day period.

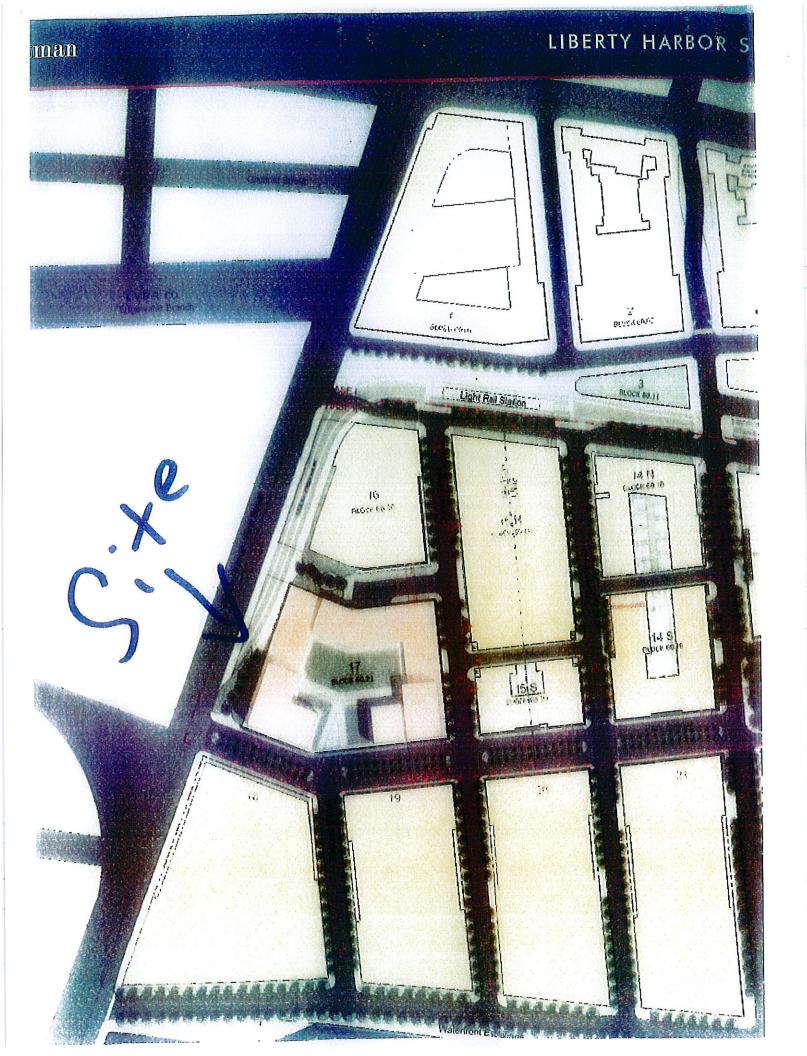
BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary		

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT			
Diane Coleman							
Evelyn Farmer							
Erma Greene	V						
Rolando R. Lavarro, Jr.	1						
Timothy N. Mansour	V						
John D. Petkanas				/			
Russell Verducci				V			

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT 13-05-F06 WITH LINDEMON, WINCKLEMANN, DEUPREE, MARTIN, RUSSELL AND ASSOCIATES, PC FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA

WHEREAS, at its meeting of May 21, 2013, the Board of Commissioners of the Jersey City Redevelopment Agency authorized entering into the above contract with Lindemon, Wincklemann, Deupree, Martin, Russell and Associates PC (LWDMR) to provide architectural/oversight services in connection with Block 23202, Lot 79 (292 Martin Luther King Drive) formally Block 1987, Lot4.A; and

WHEREAS, Phase II construction of the 292 Martin Luther King Drive Rehabilitation project is currently underway; and

WHEREAS, LWDMR provided a proposal (copy attached) in the amount of \$3,500.00 to provide additional architectural services to include continuing construction administration services to ensure that all work is performed in accordance with the plans and specifications; and

WHEREAS, the agreement is of a professional nature and therefore exempt from competitive bidding under the Local Public Contracts Law; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.13-05-FO6 with Lindemon, Wincklemann, Deupree, Martin, Russell and Associates PC is hereby amended and increased by \$3,500.00 for a new contract amount not to exceed \$35,000.00 and is extended for a period of one (1) year.

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

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D	CCICI	ary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

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



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

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

lwdmr.com

July 21, 2015

Jersey City Redevelopment Agency 66 York Street, Jersey City NJ

Attention: Robert Napiorski Via email: rnapiorski@jcnj.org

Re:

Architectural Services Agreement – Contract # 13-05-F06 – September, 2013

Phase 2 of the Rehabilitation of 292 MLK Drive

Contract Extension for Additional Construction Period Services

Sirs:

The Contractor has exceeded the Construction Contract Schedule, and has yet to complete the work on the building. LWDMR has expended the designated fee for Construction Period Services, but based on the project status to date, we anticipate that completion of the work - through Punchlist inspections, municipal inspections / C of O, and project closeout – with submittal by the GC of all required closeout documents - will extend into early September.

ORIGINAL PH. 2 CONTRACT SUM:

A / E Fee:

\$ 29.500.

Reimbursable expenses:

2,000. (Allowance - \$ 2,625.43 expended/billed)

Total Contract w/ Reimb:

\$ 31,500. (\$32,125.43 billed to date, including

additional reimb. of \$625.43)

PROPOSAL FOR CONTRACT EXTENSION / ADDITIONAL SERVICES:

0	Amount of additional reimbursable expenses billed (per above)	\$ 625.43
0	2 job meetings w/ Payment Req review / approval @ \$300.	600.00
0	Punchlist inspection & Punchlist report @ \$500. Ea.	1,000.00
0	Punchlist reinspection for approval	400.00
	C of O & Closeout paperwork review – assume 3hrs @ \$175./hr	525.00

Total proposed addition fee / contract extension:

3,150.43

Of this amount only \$2,525, would be additionally billable, as the \$625.43 has been previously billed in excess of the reimbursables allowance.

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

John T. Winckelmann, RA Principal – LWDMR architects RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING GRAFFITI 125, LLC AS THE REDEVELOPER FOR PROPERTY LOCATED IN BLOCK 20304 IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, Graffiti 125, LLC, a limited liability company affiliated with Ironstate Development, has submitted an application to be designated redeveloper of the property located at 125 Monitor Street (hereinafter "Property") within the Morris Canal Redevelopment Area; and

WHEREAS, the Redeveloper, at the Agency's Board Meeting of May 19, 2015, made presentation to the Board for the development of the Property for approximately 152 residential, market rate and affordable units (hereinafter "Project") in accordance with the Morris Canal Redevelopment Plan; and

WHEREAS, the Property is owned by other private parties not affiliated with the Redeveloper; and

WHEREAS, the Agency would require the Redeveloper to make good faith efforts to acquire the Property before requesting the Agency to use any authority for the acquisition of the Property; and

WHEREAS, upon review of the Redeveloper's application and proposal, the Agency's executive staff recommends the designation of Graffiti 125, LLC as the Redeveloper; and

WHEREAS, Redeveloper agrees to comply with any requirements to undertake the Project as set forth in the Morris Canal Redevelopment Plan and Redevelopment Agreement; and

WHEREAS, the Redeveloper will reimburse the Agency for costs associated with the Project until the terms of the Redevelopment Agreement are approved; and

WHEREAS, the Agency executive staff recommends the designation of Graffiti 125, LLC for a period of one hundred twenty (120) days with a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED that:

- 1. The recitals above are incorporated herein as if set forth at length.
- 2. Graffiti 125, LLC is designated as Redeveloper for property located at 125 Monitor Street within the Morris Canal Redevelopment Area.
- 3. The designation shall be for a one hundred twenty (120) day period with an extension of thirty (30) days at the discretion of the Executive Director to negotiate the terms of a Redevelopment Agreement.
- 4. As a condition of the designation granted, the Redeveloper will reimburse the Agency for costs associated with the Project until the terms of the Redevelopment Agreement are approved.

5. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015

RECORD OF COMMISSIONERS VOTE						
NAME	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT		
Diane Coleman	✓					
Evelyn Farmer	/					
Erma D. Greene						
Rolando R. Lavarro, Jr.	1					
Timothy N. Mansour						
John D. Petkanas				/		
Russell Verducci				V		

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY GRANTING APPROVAL FOR THE SALE OF UNITS FOR PROPERTY LOCATED AT 294 BARROW STREET

WHEREAS, in the mid to late 1970's the Jersey City Redevelopment Agency initiated the Neighborhood Preservation Project (hereinafter "NPP"); and

WHEREAS, at its meeting of February 16, 1977, the Board of Commissioners authorized the Agency to execute a contract with the State of New Jersey Department of Community Affairs for a grant to implement the Neighborhood Preservation Program; and

WHEREAS, under this program, the Agency provided loans to contractors to purchase run down properties and refurbish them into viable residential properties for the citizens of Jersey City; and

WHEREAS, on or about March 5, 1982, by Special Warranty Deed the Agency conveyed property known as 294 Barrow Street to the 294 Barrow Street Sweat Equity Housing Corp., who through potential owners of the property used the load to purchase the property and used "their own sweat equity" to refurbish the property; and

WHEREAS, to date the property houses 7 cooperative residential units, some of which are currently occupied by descendants of the original owners; and

WHEREAS, the Deed imposed certain restrictions, specifically that the property will be devoted only to the uses specified in the approved construction plans and that the grantee agreed for itself and successors in interest not to discriminate upon the basis of race, creed, color or national origin in the sale, lease or occupancy of the property; and

WHEREAS, due to the passage of time, current unit owners are looking to dispose of their interest in the property and are requesting release from the deed with the exception to the above restrictions; and

WHEREAS, covenant numbered fourth of the deed states that the Grantee shall have no power to convey the property or any part thereof without the written consent of the Grantor; and

WHEREAS, Agency staff has researched available documents/files and has no objection to units owners disposing of their interest in the property.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; consent is hereby given to current owners to dispose of their interest in the property provided they abide by specified aproed construction plans, which restriction terminates on November 16, 2016 and there is no discrimination upon the basis of race, creed, color or national origin in the sale, lease or occupancy of the property.

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

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

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

H:\WPDOCS\MP\GENERAL\294 Barrow St reso.wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXTENDING THE MEMORANDUM OF AGREEMENT WITH THE CORDISH COMPANY AND JERSEY CITY POWERHOUSE ARTS DISTRICT, LLC FOR DEVELOPMENT OF THE POWERHOUSE LOCATED WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

WHEREAS, on July 14, 2004, the Municipal Council of the City of Jersey City determined the Powerhouse Arts District Study Area to be "An Area In Need of Redevelopment" pursuant to New Jersey Local Housing and Redevelopment Law P.L. 1992, c. 79; and

WHEREAS, in furtherance of the goals and objectives of the Powerhouse Arts District Redevelopment Plan the Agency entered into discussions with the Cordish Company and Jersey City Powerhouse Arts District, LLC (hereinafter "Redeveloper") to refurbish the existing Powerhouse located at Block 11609 Lots 1 and 2 (formerly known as Block 76, Lots 160 and 161); and

WHEREAS, the Redeveloper submitted a written proposal and made a formal presentation to the Jersey City Redevelopment Agency for a mixed use development consisting of a retail/entertainment destination; and

WHEREAS, on July 18, 2006 the Agency by way of Resolution designated the Cordish Company and the Jersey City Powerhouse Arts District, LLC as the redeveloper of the project; and

WHEREAS, said resolution authorized a Memorandum of Agreement (hereinafter "MOA") to be executed prior to the execution of a formal Redevelopment Agreement in

order to facilitate among other things access to the Property for pre-development activities; and

WHEREAS, on September 27, 2006 a Memorandum of Agreement was executed by and between the Jersey City Redevelopment Agency and the Redeveloper; and

WHEREAS, said MOA has been extended from time to time; and

WHEREAS, the extended MOA period needs to be further extended as activity on the Project continues to move forward; and

WHEREAS, Agency staff continue negotiations with the Redeveloper in an effort to successfully reach the terms of a formal Redevelopment Agreement; and

WHEREAS, simultaneously with moving forward with the Cordish Company, the City of Jersey City and Agency staff are working with the Port Authority to resolve transaction terms that will allow both the Port Authority and the City/Agency to move forward with an exchange of property that will enable PATH to build a new substation for its use and for the City/Agency/Cordish Co. to redevelop the existing Powerhouse; and

WHEREAS, extension of the MOA will grant the Redeveloper continued access to the site together with a measure of protection and exclusivity during the negotiation period.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the Memorandum of Agreement between the Jersey City Redevelopment Agency, the Cordish Company and Jersey City Powerhouse Arts District LLC is hereby extended thru September 30, 2015 with the option to extend said Agreement for an additional 30 days at the sole discretion of the Agency's Executive Director.

Reso No. 15-07 **/**

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

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

RECORD OF COMMISSIONERS VOTE						
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT		
Diane Coleman						
Evelyn Farmer						
Erma Greene	1					
Rolando R. Lavarro, Jr.						
Timothy N. Mansour	1					
John D. Petkanas				,		
Russell Verducci						

H:\WPDOCS\MP\Powerhouse Arts\Cordish\MOA extension reso July 2015.wpd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING ALLIANCE CONSTRUCTION GROUP, LLC AS REDEVELOPER FOR PROPERTY LOCATED AT 97-99 DWIGHT STREET IN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, Alliance Construction Group, LLC (hereinafter "Fowlkes and/or Developer) has submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency to construct two (2) 2-family homes on Dwight Street; and

WHEREAS, the Agency owned property is situated on Block 25804, Lots 10 & 9 with street addresses 97-99 Dwight Street respectively and is located with the Turnkey Redevelopment Area; and

WHEREAS, the two homes on Dwight Street will be new construction and feature a red brick façade with precast stone accents, a dark green cornice, and a garage on the lower level of each building that holds two vehicles; and

WHEREAS, Alliance Construction Group, LLC has requested designation as the Developer for this site; and

WHEREAS, as stated in their proposal, the Developer will comply with all requirements from a design and construction standpoint as indicated in the Turnkey Redevelopment Plan and as may be required by the Jersey City Planning Board and Agency staff.

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

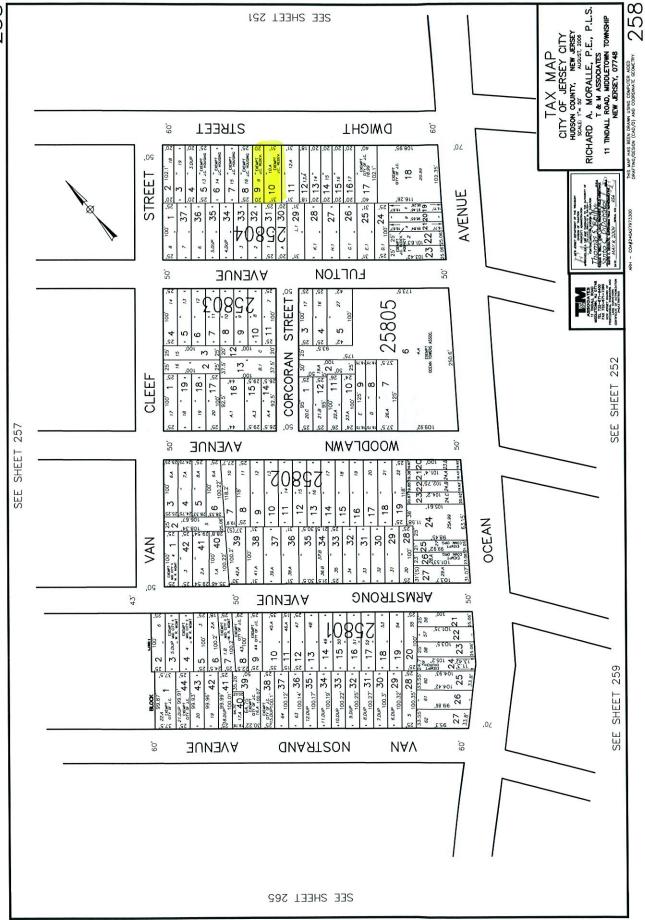
- 1) the above recitals are incorporated herein as if set forth at length; and
- 2) Alliance Construction Group, LLC is hereby designated as Developer having the exclusive option to negotiate a Redevelopment Agreement with the Jersey City Redevelopment Agency for the acquisition property located at Block 25804, Lots 10 & 9 within the Turnkey Redevelopment Area; and
- 3) This designation is contingent upon Developer being responsible for and assuming all costs incurred by the Agency, including, but not limited to title, legal, etc. and is expressly contingent upon Redeveloper providing all funds necessary to acquire any and all property comprising the proposed project; and
- 4) The designation herein is for a 90 day period to expire on October 19, 2015 which period may be extended for a period of thirty (30) days if necessary at the sole discretion of the Agency's Executive Director.

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

Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 21, 2015.

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



RESO NO. 15-07- 18

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING LAW FIRMS FOR VARIOUS LEGAL SERVICES IN ALL PROJECT AREAS

WHEREAS, in compliance with N.J.S.A. 40A:20.4 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Redevelopment Special Counsel services on June 10, 2015: and

WHEREAS, the Agency received numerous responses to the RFQ and desires to qualify the following firms:

Nowell, Amoroso, Klein, Bierman, PA; Sedita, Campisano & Campisano, LLC; Florio & Kenny, LLP; Chiesa, Shahinian & Giantomasi, PC; Chasen, Leyner & Lamparello, PC; and McManimon, Scotland and Baumann, LLC.

WHEREAS, for all firms the billing would be at \$175.00 per hour rate and for a sum not to exceed a specified amount to be determined by the Agency on a case by case basis.

WHEREAS, with regard to matters involving redevelopers or prospective redevelopers the qualified firms may negotiate a rate above the \$175.00/hour Agency rate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Nowell, Amoroso, Klein, Bierman, PA; Sedita, Campisano & Campisano, LLC; Florio & Kenny, LLP; Chiesa, Shahinian & Giantomasi, PC; Chasen, Leyner & Lamparello, PC and McManimon, Scotland and Baumann, LLC. be considered qualified to enter into Professional Services Agreements with the Agency for

the purposes of legal representation in connection with the various redevelopment projects being undertaken by the Agency.

BEIT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to sign any and all documents necessary in order to carry out the intended purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

Secretary		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT	
Diane Coleman	/				
Evelyn Farmer					
Erma D. Greene					
Rolando R. Lavarro, Jr.	1				
Timothy N. Mansour					
John D. Petkanas				/	
Russell J. Verducci					

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 15-07-BA3 WITH HODULIK & MORRISON, PA FOR ACCOUNTING/FINANCIAL SERVICES

WHEREAS, the Jersey City Redevelopment Agency is in need of an independent accountant for the preparation of paperwork to be submitted to the auditing firm of Lerch, Vinci & Higgins on a quarterly basis and other financial consulting services; and

WHEREAS, Hodulik & Morrison, PA (hereinafter referred to as "H & M") has responded to an RFQ dated June 18, 2014; and

WHEREAS, the H & M has the qualifications and experience in governmental accounting; and

WHEREAS, the anticipated term of this contract is one (1) year commencing August 1, 2015 through July 31, 2016; and

WHEREAS, H & M has been qualified to enter into a Professional Services

Agreement with the Jersey City Redevelopment Agency for these services; and

WHEREAS, the cost for these services will be in an amount not to exceed sum of \$30,000; and

WHEREAS, the fees proposed for the professional services are contained in the attached Engagement Letter of H & M, Certified Public Accountants; and

WHEREAS, funds are available from Jersey City Redevelopment Agency resources pursuant to the provisions of N.J.A.C. 5:30-5.4; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Contract No. 15-07-BA3) for internal accounting and financial services be awarded to Hodulik & Morrison, PA in an amount not to exceed \$30,000, exclusive of any additional hourly charges, which may be authorized by the Executive Director but which should not exceed \$1,500 without the prior approval of the Board of Commissioners.

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

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

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT		
Diane Coleman						
Evelyn Farmer						
Erma D. Greene	1					
Rolando R. Lavarro, Jr.						
Timothy N. Mansour						
John D. Petkanas						
Russell J. Verducci						

RESO NO. 15–07_20

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING OFFICIAL DEPOSITORIES OF THE JERSEY CITY REDEVELOPMENT AGENCY

WHEREAS, N.J.S.A. 40A:5-14 mandates that the Chairman and Members of the Board of Commissioners of the Jersey City Redevelopment Agency shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank having its place of business in the state and organized under the laws of the United States or this state.

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

Institution(s)

Provident Bank Bayonne Community Bank Bank of America NJ Cash Management Plan

Be and are hereby designated as depositories for the jersey City Redevelopment Agency for CY 2015.

BE IT FURTHER RESOLVED, prior to the deposit of any Agency funds in the above-mentioned depositories, said bank shall file with the Chief Financial Officer a statement indicating that the bank is covered under the Governmental Units Protection Act (R.S. 17:9-41).

Secretary		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015

RECORD OF COMMISSIONERS VOTE						
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT		
Diane Coleman	1					
Evelyn Farmer	1					
Erma D. Greene	1					
Rolando R. Lavarro, Jr.	,					
Timothy N. Mansour						
John D. Petkanas				/		
Russell J. Verducci						

RESO NO. 15-07-21

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ADOPTING THE CASH MANAGEMENT PLAN FOR THE JCRA

WHEREAS, N.J.S.A. 40A: 5-14 of the local Fiscal Affairs Law requires that every local unit shall adop to "Cash Management Plan" and shall deposit in an interest bearing account all available public funds pursuant to the plan,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it hereby adopts the "Cash Management Plan" policy to be utilized by the Jersey City Redevelopment Agency.

BE IT FURTHER RESOLVED, that certified copies of this resolution shall be filed with the Director of the Division of Local Government Services, Agency Auditor, Executive Director, Deputy Executive Director, and Chief financial Officer of the Jersey City Redevelopment Agency.

Secretary		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of July 21, 2015.

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

CASH MANAGEMENT PLAN POLICY

JERSEY CITY REDEVELOPMENT AGENCY 66 YORK STREET, 2ND FLOOR JERSEY CITY, NJ 07302

JERSEY CITY REDEVELOPMENT AGENCY

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Jersey City Redevelopment Agency

Policy

CASH MANAGEMENT PLAN

EFFECTIVE DATE:

INTRODUCTION

The New Jersey "Local Fiscal Affairs Law" specifically N.J.S.A. 40A: 5-14, as amended and approved on January 18, 1983, requires that very local unit adopt a "Cash Management Plan" and shall deposit in interest bearing accounts all available public funds pursuant to that plan.

The Jersey City Redevelopment Agency has for some time followed an informal and successful plan of Cash Management and Investments.

The purpose of the written policy that follows is to formalize a fiscally sound plan for the deposit and investment of the Agency funds.

I. PURPOSE

To adopt an policy establishing a formal "Cash Management Plan" for the Jersey City Redevelopment Agency.

II. AUTHORITY

The Chairman and Members of the Board of Commissioners of the Jersey City Redevelopment Agency.

III. STATEMENT OF POLICY

It shall be the policy of the Jersey City Redevelopment Agency, County of Hudson, to adopt a Cash Management Plan, and to authorize the Chief Financial Officer of the Jersey City Redevelopment Agency, to administer said Cash Management Plan, for the purpose of deposit and investment of maximum available funds in interest bearing instruments that are safe, liquid when needed, and maximize the yield.

IV. DEFINITIONS

a. Eligible Public Depositories:

A Bank or Savings and Loan Association with a current certificate of eligibility from the State Banking Department. The Jersey City Redevelopment Agency shall designate said depositories, by resolution on January 1st of each year (Reference N.J.S.A. 40A: 5-14).

b. Interest Bearing Account:

An account or time deposit in an eligible public depository, earning interest, or any deposit in the State of New Jersey Cash Management Plan.

c. Compensating Balance Account:

An account at an eligible depository, which pays no interest (or interest lower than ½ of 1 percent of maximum) in return for specific services, i.e. check sorting and printing, reconciliations, payroll, bond and coupon accounts, debt management for arbitrage and wire transfer.

d. Bond Proceeds:

Proceeds of a Bond Sale or from Bond Anticipation Notes are potential sources of cash for investment. There are restrictions on the percent of interest that can be earned on these proceeds.

e. <u>Arbitrage:</u>

Arbitrage refers to the rules and regulations governing the issuance of Bonds or Notes and the reinvestment of the Proceeds at a higher yield. These regulations are governed by the Internal Revenue Service (reg.1.103.1).

f. Cash Management Fund:

The New Jersey Cash Management Fund is a professionally managed investment fund, which any local unit may use in lieu of or as part of their own investment program.

V. PROCEDURES FOR RECEIPT OF MONIES

A. DEPARTMENT HEADS:

- 1. Will ensure that a receipt is issued in duplicate for all monies received. One copy is given to the individual and the second copy is maintained by the department. The receipts shall be pre-numbered or sequentially numbered if issued by computer.
- 2. All monies collected or received from any source by or on behalf of the Agency thereof, shall be deposited within 48 hours of receipt to the designated bank identified by the CFO.
- 3. All monies received shall be placed in a secured place until the monies are deposited.
- 4. The Department Head or designee shall file with the CFO a monthly report of all monies received in a manner set forth by the CFO. This report will also include a year to date figure.
- 5. No employee shall engage in the practice of cashing checks with public funds.

B. CHIEF FINANCIAL OFFICER

- 1. All monies collected or received from any source by or on behalf of the Agency shall be deposited within 48 hours of receipt to the designated banks.
- 2. Ensure that all monies deposited are in an interest bearing account.
- 3. Where compensating balances are used to offset bank expenses, an agreement between the bank(s) and the Agency shall be executed, specifying the charge for each service, and shall be reviewed annually.
- 4. Shall make recommendations of legal public depositories to the Executive Director of the Jersey City Redevelopment Agency who shall be resolution designate said depositories at the beginning of each year, which may be supplemented or amended at any time during the year.
- 5. Analyzing cash flow An important part of establishing the Agency's investment program includes detailed study of "cash flow" when money comes in, when it goes out, and for how long a certain amount of cash is available. Such an analysis provides the information needed to plan a viable investment procedure including the projected length of time that funds can be invested in order to take full advantage of maturity periods with the highest yields. To determine and apply cash flow data, the Chief financial Officer should:
 - a. Analyze and chart the monthly total receipts, disbursements and bank accounts to establish normal patterns. This will indicate when, during the year, balances are high and low.
 - b. Analyze and chart by month for the same period, selected major categories or receipts and disbursements-income from local sources, state aid accounts, federal agency accounts, expenditures and capital outlay, this will alert the Treasurer to possible rescheduling of payments that will result in extending the life of short-term investments.
 - c. Project the monthly data for each fund.

Investments shall be closely examined to guard against the effects of a financial institution going into default. It is a good practice to diversify investments. This may be accomplished by spreading investments around in various designated official depositories.

Generally, the larger denominations of securities will carry higher interest rates. The Treasurer therefore may find it advantageous to pool various accounts in order to make one 100,000.00 investment (for example), rather than several smaller investments.

- 8. Reporting Investments and Earnings- The Chief Financial Officer in accordance with N.J.S.A. 40A:5-15.2 shall report in writing, monthly to the Board of Commissioners setting forth the amount of securities obtained and including in the minutes of a regular Board Meeting.
- 9. All bank accounts are reconciled and discrepancies resolved within (20) working days following the receipt of the bank statements.

VI EXCEPTIONS

The following types of funds are <u>no</u>t required to be placed in Interest Bearing Accounts (if applicable):

- 1. Petty Cash Funds.
- 2. Cash drawn from a Federal Agency under a letter of credit which cash has to be paid out within 5 working days to a vendor.
- 3. Deposit, retainage, or amount posted by way of bond, held by the local unit for such things as faithful performance, if the local unit would be required by law to pack back any interest earned to the provider of the deposit, except where the local unit is required by law or court decision to invest the funds.
- 4. Amounts derived from the sale of bonds or notes, only to the extent that a specific written opinion of counsel states that the earning of (full) interest would result in the bonds or notes being classified as an arbitrage (not federally tax exempt) issue pursuant to Federal regulations to the extent that sum interest is allowable it shall be deposited at such rate, if such a rate obtainable.

VII. AGENCY AUDITOR

a. The Agency's investment practices (including compliance with N.J.S.A 40A:5-14) and the agreement for banking services and compensation thereof shall be reviewed by the Authority Auditor as part of the annual audit, as required by N.J.S.A. 40A:5-4. Where a conflict exists between this Cash Management Plan and State statue, the applicable state shall apply.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF JULY 21, 2015

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of July 21, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of July 21, 2015 be approved as presented.

Secretary	 		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 21, 2015.

RECO	ORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	ABSTAINED	ABSENT
Diane Coleman	/			
Evelyn Farmer	/			
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas	/			
Russell Verducci				

Run date: G6/23/2015 @ 09:35 Bus date: 06/23/2015

JCRA

Invoice Distribution Report

Setup by: Janet

-----| Selection Page |-----

Reference.....: B - Vendor number

Reference value: *All* Vendor....: *A11*

Stage..... 30 - Invoice to 30 - Invoice

Change date...: *All* Stage date....: *All*

Print zero....: Do not print zero amounts Account Mask...: AXX XXX.XX

OTDIST.LO1 Page 1

Run date: 06/23/2015 @ 09:35 Bus date: 06/23/2015

JCRA

Invoice Distribution Report

OTDIST.LO1 Page 1

Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 660.04 - Automobile Insurance 853 DRIVE NEW JERSEY INSURANCE COM 19484 ANNUAL CAR INS. - THE AGENCY C 853 DRIVE NEW JERSEY INSURANCE COM 4,685.00 853 DRIVE NEW JERSEY INSURANCE COM *** Vendor total *** 4,685.00 A10 660.04 - Automobile Insurance *** Account total *** 4,685.00 * Report total * *** Total *** 4,685.00

JCRA

Invoice Distribution Report

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

OTDIST.LO1 Page 1

Bus date: 07/21/2015

JCRA

897 COLE, SCHOTZ, MEISEL FORMAN&LEO

Invoice Distribution Report

OTDIST.L01

*** Vendor total ***

5.020.90

Page

Vendor/ Name/ Amount Vendor number Obligat'n Description Line Nbr Description Stage A10 215.09 - PERS - Regular 911 DIVISION OF PENSION AND BENEFI 911 DIVISION OF PENSION AND BENEFI 19505 SHORTAGE OF ROBERT P. ANTONICE 4.44 Inv 911 DIVISION OF PENSION AND BENEFI 19506 SHORTAGE FOR ROBERT P. ANTONIC 60.28 Inv 1 *** Vendor total *** 64.72 911 DIVISION OF PENSION AND BENEFI 64.72 A10 215.09 - PERS - Regular *** Account total *** AlO 215.11 - Deferred Compensation 615 METLIFE 615 METLIFE 19504 DEFERRED SALARY PER ATTACHED 710.00 Inv 19507 DEFERRED SALARY PER ATTACHED 615 METLIFE 710.00 1 Inv 1,420.00 *** Vendor total *** 615 METLIFE 1,420.00 A10 215.11 - Deferred Compensation *** Account total *** A10 520.04 - Dental 106 MARYPAT NOONAN 106 MARYPAT NOONAN 19512 REIMBURS. FOR DENTAL EXPENSES 158.00 Inv 106 MARYPAT NOONAN *** Vendor total *** 158.00 863 HEATHER KUMER 19582 REIMBURS. - DENTAL EXPENSES 863 HEATHER KUMER 244.00 1 Inv *** Vendor total *** 244.00 863 HEATHER KUMER 402.00 A10 520.04 - Dental *** Account total *** A10 610.01 - Project - Legal 145 MCMANIMON AND SCOTLAND BAUMANN 145 MCMANIMON AND SCOTLAND BAUMANN 19533 LEGAL SERVICES- GENERAL 811.80 Inv 145 MCMANIMON AND SCOTLAND BAUMANN 19545 LEGAL SERVICES - 2 SHORE DR&75 1.347.50 Inv 2 6,668.75 Inv Inv 6,668.75 19607 LEGAL SERVICES - LOEW'S THEATR 145 MCMANIMON AND SCOTLAND BAUMANN 8,430.00 Inv *** Vendor total *** 23,926.80 145 MCMANIMON AND SCOTLAND BAUMANN 897 COLE, SCHOTZ, MEISEL FORMAN&LEO 19501 LEGAL SERVICES-(MOCCO) BANKRUP 897 COLE.SCHOTZ, MEISEL FORMAN&LEO 4,435.90 897 COLE, SCHOTZ, MEISEL FORMAN&LEO 19502 LEGAL SERVICES - (MOCCO) BANKR 585.00 Inv

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Vendor number Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A10 610.01 - Project - Legal 932 NOWELL AMOROSO KLEIN BIERMAN, 19538 LEGAL SERVICES - 441-457 OCEA	N 022	*** Continued ***		
	1		Inv	2,725.00
19564 LEGAL SERVICES - LHN (MOCCO)	1		Inv	4,200.00
19565 LEGAL SERVICES - POWERHOUSE	1		Inv	75.00
19566 LEGAL SERVICES - BEACON	1		Inv	2,525.00
19567 LEGAL SERVICES - BAYFRONT	1		Inv	775.00
19568 LEGAL SERVICES - BRIGHT STREE	1	? NOWELL AMOROSO KLEIN BIERMAN,	Inv	18.28
19569 LEGAL SERVICES - 8 ERIE STREE	T 932 1	? NOWELL AMOROSO KLEIN BIERMAN, L	Inv	680.00
19570 LEGAL SERVICES - 4-10 ASH STR	E 932 1	? NOWELL AMOROSO KLEIN BIERMAN, L	Inv	3,000.00
19571 LEGAL SERVICES - 272 GROVE	932 1	? NOWELL AMOROSO KLEIN BIERMAN, L	Inv	100.00
19572 LEGAL SERVICES-525 & 531 LAFA	Y 932 1	? NOWELL AMOROSO KLEIN BIERMAN, L	Inv	225.00
19573 LEGAL SERVICES - 423 GRAND JE	R 932	2 NOWELL AMOROSO KLEIN BIERMAN, L	Inv	1,600.00
19574 LEGAL SERVICES - OLD NEWPORT	932 1	2 NOWELL AMOROSO KLEIN BIERMAN, L	Inv	380.13
19576 LEGAL ERVICES - SALEM LAFAYET	T 932	2 NOWELL AMOROSO KLEIN BIERMAN, I	Inv	700.00
19584 LEGAL SERVICES - GRAND JERSEY		2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	450.00
19585 LEGAL SERVICES - PPG (PITTS.	P 932	2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,350.00
19586 LEGAL SERVICES-PPG JCRA(LITIG		2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	3,595.96
19588 LEGAL SERVICES - POINT CAPITA	L 932	2 NOWELL AMOROSO KLEIN BIERMAN,		
19589 LEGAL SERVICES - 24 MONTICELL		2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	412.50
19590 LEGAL SERVICES - PE REAL ESTA		2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,975.00
19591 LEGAL SERVICES - POINT CAPITA		2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,173.00
19593 LEGAL SERVICES - NAMS DEVELOF		1 2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	625.00
19594 LEGAL SERVICES - GENERAL FILE		1 2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,025.00
19595 LEGA SERVICES - KRE REDEVELOF		1 2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,156.00
19596 LEGAL SERVICES - 360-398 MLK		1 2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,875.00
19597 LEGAL SERVICES - 100 MONITOR		1 2 NOWELL AMOROSO KLEIN BIERMAN,	Inv	3,550.00
		1	Inv	1,675.00

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Vendor number Obligat'r	Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A10 610.01 - Project - Legal	B LEGAL SERVICES - BRIGHT & VARI	932	*** Continued *** NOWELL AMOROSO KLEIN BIERMAN,		
		1		Inv	1,400.00
	D LEGAL SERVICES - 441-457 OCEAN D LEGAL SERVICES - LMD #13	1	NOWELL AMOROSO KLEIN BIERMAN, NOWELL AMOROSO KLEIN BIERMAN,	Inv	575.00
19601	LEGAL SERVICES - MCGINLEY SOUA	1	· ·	Inv	408.00
	2 LEGAL SERVICES - JOURNAL SQUAR	1		Inv	153.00
		1		Inv	250.00
1960.	B LEGAL SERVICES - 256 JOHNSTON	932 1	NOWELL AMOROSO KLEIN BIERMAN,	Inv	225.00
19604	LEGAL SERVICES - MEPT(JOURNAL	932 1	NOWELL AMOROSO KLEIN BIERMAN,	Inv	125.00
19609	LEGAL SERVICES - LSC/SCIENCE T	932 1	NOWELL AMOROSO KLEIN BIERMAN,	- Constitution	
19606	ELEGAL SERVICES - WHITON ASSOC	932	NOWELL AMOROSO KLEIN BIERMAN,	Inv	625.00
19609	EGAL SERVICES - ONE EDWARD HA	1 932	NOWELL AMOROSO KLEIN BIERMAN,	Inv	1,705.00
19610) LEGAL SERVICES - 125 MONITOR S	1 932	NOWELL AMOROSO KLEIN BIERMAN.	Inv	192.50
19611	LEGAL SERVICES - 429-431 PACIF	1	- Table 1	Inv	238.00
	MOROSO KLEIN BIERMAN,	1		Inv	1,950.00
	IOROSO KLEIN BIERMAN,		*** Vendor total ***		43,712.37
A10 610.01 - Project - Legal			*** Account total ***		72,660.07
AlO 610.07 - Project - Engineering 681 T&M ASSO(1955)	CIATES B ENVIRON. COUNSULTING - CANAL C	681	T&M ASSOCIATES		
681 T&M ASSO	CIATES	1	*** Vendor total ***	Inv	1,453.32 1,453.32
861 AMEC E & 19498	FOSTER, INC. B BAYFRONT-CONSULTING SERVICES	861	AMEC E & FOSTER, INC.		
19499	CONSULTING SERVICES-BAYFRONT	1 861	AMEC E & FOSTER, INC.	Inv	1,128.85
861 AMEC E &		1		Inv	47,728.17 48,857.02
1003 ENTACT LI 19500	.C) JCRA-DPW LABOR ASSISTANCE		ENTACT LLC		
1003 ENTACT LL	.c	1	*** Vendor total ***	Inv	11,715.00 11,715.00
A10 610.07 - Project - Engineering			*** Account total ***		62,025.34
	ERVICE ELECTRIC & GAS 5 ELECTRIC & GAS SERVICES - 405	161	PUBLIC SERVICE ELECTRIC & GAS		

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Vendor/ Name/ Amount Line Nbr Description Stage Vendor number Obligat'n Description A10 610.08 - Project - Other Expense 146.10 Inv 161 PUBLIC SERVICE ELECTRIC & GAS 19486 ELECTRIC SERVICES - 405 OCEAN 18.91 Inv 161 PUBLIC SERVICE ELECTRIC & GAS 19487 ELECTRIC & GAS SERVICES - 407 6.49 Inv 161 PUBLIC SERVICE ELECTRIC & GAS 19488 ELECTRIC SERVICES - 407 OCEAN 70.51 Inv 161 PUBLIC SERVICE ELECTRIC & GAS 19489 ELECTRIC SERVICES - 407 OCEAN 12.87 Inv 1 *** Vendor total *** 254.88 161 PUBLIC SERVICE ELECTRIC & GAS 932 NOWELL AMOROSO KLEIN BIERMAN, 932 NOWELL AMOROSO KLEIN BIERMAN, 19575 LEGAL SERVICES - HUDSON EXCHAN 1.513.00 1 *** Vendor total *** 1,513.00 932 NOWELL AMOROSO KLEIN BIERMAN, 1,767.88 *** Account total *** A10 610.08 - Project - Other Expense A10 610.11 - Project - Exterior Maintenance 936 BARNES CONTRACTOR CONSTRUCTION 936 BARNES CONTRACTOR CONSTRUCTION 19546 WORK DONE AT 661 OCEAN AVE-TRF 450.00 936 BARNES CONTRACTOR CONSTRUCTION 19563 INSTALLATION OF 6 FOOT CHAIN-M 1,850.00 1 *** Vendor total *** 2,300.00 936 BARNES CONTRACTOR CONSTRUCTION 2,300.00 *** Account total *** A10 610.11 - Project - Exterior Maintenance A10 610.12 - Project - Remediation 53 DRESDNER ROBIN ENVIRON MGMT 53 DRESDNER ROBIN ENVIRON MGMT 19559 ENVIRON. SERVICES-BERRY LANE Inv 24,721.03 1 24,721.03 *** Vendor total *** 53 DRESDNER ROBIN ENVIRON MGMT *** Account total *** 24,721.03 A10 610.12 - Project - Remediation A10 620.01 - GD - Natural Gas 161 PUBLIC SERVICE ELECTRIC & GAS 161 PUBLIC SERVICE ELECTRIC & GAS 19494 BETZ-CERC - GAS SERVICES 168.60 1 Inv 168.60 *** Vendor total *** 161 PUBLIC SERVICE ELECTRIC & GAS 168.60 *** Account total *** A10 620.01 - GD - Natural Gas A10 620.02 - GD - Electricity 161 PUBLIC SERVICE ELECTRIC & GAS 161 PUBLIC SERVICE ELECTRIC & GAS 19495 BETZ-CERC -EKECTRIC SERVICES 9,534.06 1 *** Vendor total *** 9,534.06 161 PUBLIC SERVICE ELECTRIC & GAS 9.534.06 *** Account total *** A10 620.02 - GD - Electricity

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 620.05 - GD - Landscaping 752 J & B LANDSCAPE, INC. 19493 LANDSCAPING SERVICES-BETZ-CERC 752 J & B LANDSCAPE, INC. 1 1.097.50 752 J & B LANDSCAPE, INC. *** Vendor total *** 1,097.50 A10 620.05 - GD - Landscaping *** Account total *** 1,097.50 A10 620.06 - GD - Other Expense 186 IN-LINE AIR CONDITIONING CO... 19491 BETZ-CERC REPLACE MOTOR ASSEMB 186 IN-LINE AIR CONDITIONING CO., Inv 2,825.00 19492 BETZ-CERC 2015 HVAC SPRING SUM 186 IN-LINE AIR CONDITIONING CO., Inv 8,695.00 19542 BETZ-CERC -NEW CONTACTOR-R.# 186 IN-LINE AIR CONDITIONING CO., 1 485.75 19543 BETZ-CERC LEAK TEST & REPAIR A 186 IN-LINE AIR CONDITIONING CO., 1 Inv 1,825.00 19544 BETZ-CERC REWARAPPING DUCTWOR 186 IN-LINE AIR CONDITIONING CO... 1 141.45 Inv 186 IN-LINE AIR CONDITIONING CO., *** Vendor total *** 13,972.20 192 LOUIS GARGIULO CO., INC. 19490 BETZ-CERC REPLACEMENT FLOOR-BA 192 LOUIS GARGIULO CO., INC. 11,000.00 192 LOUIS GARGIULO CO., INC. *** Vendor total *** 11,000.00 819 TREASURER, CITY OF JERSEY CITY 19496 BETZ-CERC-(1) HYDRAULIC ELEVAT 819 TREASURER, CITY OF JERSEY CITY 292.00 Inv 819 TREASURER, CITY OF JERSEY CITY *** Vendor total *** 292.00 971 VERIZON 19497 BETZ-CERC - MONTHLY CHARGE 971 VERIZON Inv 141.99 971 VERIZON *** Vendor total *** 141.99 A10 620.06 - GD - Other Expense *** Account total *** 25,406.19 A10 650.01 - Office Rent 917 66 YORK STREET, LLC 19503 RENT FOR THE MONTH OF AUGUST, 1 917 66 YORK STREET, LLC 1 Inv 6,579.17 917 66 YORK STREET, LLC *** Vendor total *** 6,579.17 A10 650.01 - Office Rent *** Account total *** 6,579.17 A10 660.01 - Liability Insurance 748 ADMIRAL INSURANCE COMPANY 19517 CLAIM OF NICK MUSSER 748 ADMIRAL INSURANCE COMPANY 1 89.22 748 ADMIRAL INSURANCE COMPANY *** Vendor total *** 89.22

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*** Vendor total ***

600.00

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount Alo 660.01 - Liability Insurance *** Account total *** 89.22 AlO 670.02 - Dues and Subscriptions 81 THOMSON REUTERS - WEST 19616 NJ PRACTICE POCKET PARTS 81 THOMSON REUTERS - WEST 130.50 81 THOMSON REUTERS - WEST *** Vendor total *** 130.50 966 LEXISNEXIS, A DIVISON OF REED 19513 SUBSCRIPTION TO ON LINE LEGAL 966 LEXISNEXIS, A DIVISON OF REED 1 Inv 996.24 966 LEXISNEXIS, A DIVISON OF REED *** Vendor total *** 996.24 A10 670.02 - Dues and Subscriptions *** Account total *** 1,126.74 AlO 670.03 - Office Supplies 69 STAPLES, INC 19579 OFFICE SUPPLIES 69 STAPLES, INC 1 Inv 451.76 69 STAPLES, INC *** Vendor total *** 451.76 157 MAUREEN MORTOLA 19508 REIMBURS. LABBELS FOR REAL EST 157 MAUREEN MORTOLA 1 Inv 41.39 19509 REIMBURS, REAL ESTATE FOLDER 157 MAUREEN MORTOLA 1 171.91 157 MAUREEN MORTOLA *** Vendor total *** 213.30 789 PAPER CLIPS 19578 OFFICE SUPPLIES 789 PAPER CLIPS 1 174.95 789 PAPER CLIPS *** Vendor total *** 174.95 AlO 670.03 - Office Supplies *** Account total *** 840.01 A10 670.04 - Printing and Advertising 72 THE EVENING JOURNAL ASSOCIATIO 19580 PUBLIC NOTICE/6/10/15 RFQ ADVE 72 THE EVENING JOURNAL ASSOCIATIO 143.06 72 THE EVENING JOURNAL ASSOCIATIO *** Vendor total *** 143.06 443 THE HUDSON REPORTER ASSOC.. LP 443 THE HUDSON REPORTER ASSOC., LP 19511 LEGAL ADVERTISEMENT-BOARD COMM 86.40 443 THE HUDSON REPORTER ASSOC., LP *** Vendor total *** 86.40 A10 670.04 - Printing and Advertising *** Account total *** 229.46 A10 670.05 - Postage 77 US POSTAL SERVICE 19526 POSTAGE FOR PITNEY BOWES METER 77 US POSTAL SERVICE 600.00 77 US POSTAL SERVICE

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 670.05 - Postage *** Continued *** 94 FEDERAL EXPRESS 19577 OVERNIGHT DELIVERIES 94 FEDERAL EXPRESS 1 59.63 94 FEDERAL EXPRESS *** Vendor total *** 59.63 A10 670.05 - Postage *** Account total *** 659.63 A10 670.06 - Rental of Equipment 644 TOSHIBA FINANCIAL SERVICES 19524 MONTHLY INVOICE FOR TOSHIBA CO 644 TOSHIBA FINANCIAL SERVICES 1,288.45 Inv 644 TOSHIBA FINANCIAL SERVICES *** Vendor total *** 1,288.45 884 TWIN ROCKS SPRING WATER 19519 WATER & COOLER RENTAL 884 TWIN ROCKS SPRING WATER 1 70.10 884 TWIN ROCKS SPRING WATER *** Vendor total *** 70.10 A10 670.06 - Rental of Equipment *** Account total *** 1,358.55 A10 670.07 - Travel 351 CHRISTOPHER FIORE 19613 TRAVEL EXPENSE - JUNE, 2015 351 CHRISTOPHER FIORE 171.40 351 CHRISTOPHER FIORE *** Vendor total *** 171.40 975 DAVID P. DONNELLY 19612 TRAVEL EXPENSES FOR JUNE, 2015 975 DAVID P. DONNELLY 122.59 975 DAVID P. DONNELLY *** Vendor total *** 122.59 A10 670.07 - Travel *** Account total *** 293.99 AlO 670.08 - Miscellaneous Operating Exp. 92 RUTGERS UNIVERSITY 19516 REGISTRATION FO PUBLIC PURCHAS 92 RUTGERS UNIVERSITY 1 962.00 92 RUTGERS UNIVERSITY *** Vendor total *** 962.00 160 VERIZON WIRELESS 19518 MONTHLY CHARGEFROM 5/24 TO 6/2 160 VERIZON WIRELESS 1 296.48 Inv 160 VERIZON WIRELESS *** Vendor total *** 296.48 183 BARBARA A. AMATO 19581 REIMB. FOR LUNCH -DEVELOP.MEET 183 BARBARA A. AMATO 1 76.25 183 BARBARA A. AMATO *** Vendor total *** 76.25 495 CENTRAL PARKING SYSTEM

19525 PARKING FEE FOR 11 SPACES @ 75

495 CENTRAL PARKING SYSTEM

A10 670.08 - Miscellaneous Operating Exp.

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*** Account total ***

5,351.33

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 670.08 - Miscellaneous Operating Exp. *** Continued *** 1 825.00 495 CENTRAL PARKING SYSTEM *** Vendor total *** 825.00 514 BOUQUETS & BASKETS 19615 FLORAL ARRANG. FOR JOHN PETKAN 514 BOUQUETS & BASKETS Inv 65.00 514 BOUQUETS & BASKETS *** Vendor total *** 65.00 713 CASH 19562 PETTY CASH REPLENISHMENT 713 CASH 300.00 1 Inv 713 CASH *** Vendor total *** 300.00 917 66 YORK STREET, LLC 19521 MONTHLY OPERATING EXPENSES 917 66 YORK STREET, LLC 1 Inv 172.14 19522 ELECTRIC UTILITY PAYMENT 917 66 YORK STREET, LLC 1 331.04 917 66 YORK STREET, LLC *** Vendor total *** 503.18 920 MOISHE'S SELF STORAGE 19523 STORGE RENT - JULY 2015 920 MOISHE'S SELF STORAGE 700.00 *** Vendor total *** 920 MOISHE'S SELF STORAGE 700.00 933 CRYSTAL POINT CONDOMINIUM ASSO 19520 MONTHLY MAINTENANCE FEE 933 CRYSTAL POINT CONDOMINIUM ASSO 1 130.97 933 CRYSTAL POINT CONDOMINIUM ASSO *** Vendor total *** 130.97 980 WORKZONE, LLC 19510 QUARTERLY PYMT. FOR AGENCY DAT 980 WORKZONE, LLC 900.00 1 Inv 980 WORKZONE, LLC *** Vendor total *** 900.00 999 JOHNSTON COMMUNICATIONS 19514 REPAIR TO LINES 999 JOHNSTON COMMUNICATIONS 330.00 1 Inv 999 JOHNSTON COMMUNICATIONS *** Vendor total *** 330.00 1005 NJ E - Z PASS 19515 PAYMENT FOR ERROR FOR E-Z PASS 1005 NJ E - Z PASS 1 52.45 1005 NJ E - Z PASS *** Vendor total *** 52.45 1006 NJ INSTITUTE FOR CONTINUING LE 19532 REAL ESTATE COURSE-HEATHER KU 1006 NJ INSTITUTE FOR CONTINUING LE 1 210.00 Inv 1006 NJ INSTITUTE FOR CONTINUING LE *** Vendor total *** 210.00

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Vendor number Obligat'n Description	Vendor/ Line Nbr	Name/ Description	Stage	Amount
A20 610.01 - Grant - Legal				
932 NOWELL AMOROSO KLEIN BIERMAN,				
19534 LEGAL SERVICES - 665 OCEAN AVE	932	NOWELL AMOROSO KLEIN BIERMAN,		
10005 5011 00010000 00010000	1	•	Inv	140.00
19535 LEGAL SERVICES-663 OCEAN AVE		NOWELL AMOROSO KLEIN BIERMAN,	2	2.7.2.5
19536 LEGAL SERVICES - 663 OCEAN AVE	1	? NOWELL AMOROSO KLEIN BIERMAN.	Inv	34.00
19990 CEGAL SERVICES - 003 OCEAN AVE	1		Inv	220.00
19537 LEGAL SERVICES - 663 OCEAN AVE		NOWELL AMOROSO KLEIN BIERMAN,	2114	220.00
SERVICE AND	1		Inv	140.00
19539 LEGAL SERVICES - 405-407 OCEAN	-	? NOWELL AMOROSO KLEIN BIERMAN,	701	
19540 LEGAL SERVICES - 665 OCEAN AVE	1 022		Inv	1,166.23
19940 EEGAL SERVICES - 003 OCEAN AVE	1	? NOWELL AMOROSO KLEIN BIERMAN,	Inv	51.00
19541 LEGAL SERVICES - 665 OCEAN AVE	-	NOWELL AMOROSO KLEIN BIERMAN,	1114	31.00
	1		Inv	220.00
19583 LEGAL SERVICES - 417 COMMUNIPA	932	NOWELL AMOROSO KLEIN BIERMAN,		
10502 LEGAL CERVICES - CC2 OCEAN AVE	1		Inv	187.00
19592 LEGAL SERVICES - 663 OCEAN AVE	932	? NOWELL AMOROSO KLEIN BIERMAN,	Inv	050 00
932 NOWELL AMOROSO KLEIN BIERMAN.	1	*** Vendor total ***	Inv	850.00 3,008.23
		1 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		0,000.20
A20 610.01 - Grant - Legal		*** Account total ***		3,008.23
A20 610 02 Chart Fautanesst-1				
A20 610.02 - Grant - Environmental 53 DRESDNER ROBIN ENVIRON MGMT				
19587 ENVIRON. SERVICES - BERRY LANE	53	B DRESDNER ROBIN ENVIRON MGMT		
Service Servic	1		Inv	7,845.50
53 DRESDNER ROBIN ENVIRON MGMT		*** Vendor total ***		7,845.50
044 000///555 0 0005/00 0 0005/00				
944 BROWNFIELD SCIENCE & TECHNOLOG	044	DROUBLETELS COVERNS A TESTING		
19560 ENVIRON. SERVICES - OCEAN & DW	944	BROWNFIELD SCIENCE & TECHNOLOG		F 000 7F
944 BROWNFIELD SCIENCE & TECHNOLOG		*** Vendor total ***	Inv	5,829.75 5,829.75
		render court		3,023.73
A20 610.02 - Grant - Environmental		*** Account total ***		13,675.25
A20 610 06 Cooph Architect				
A20 610.06 - Grant - Architects 841 LINDEMO WINCKELMANN DEUPREE MA				
19547 ARCHITECTURAL SERVICES-292 ML	841	LINDEMO WINCKELMANN DEUPREE MA		
TOO IN THIS PER SERVICES EST THE	1		Inv	654.18
841 LINDEMO WINCKELMANN DEUPREE MA		*** Vendor total ***		654.18
979 SZ CONSTRUCTION, LLC	070	C7 COMOTOMOTOM		
19548 PHASE II REHABILITATION-292 ML	9/9	SZ CONSTRUCTION, LLC	T	27 000 00
979 SZ CONSTRUCTION, LLC	1	*** Vendor total ***	Inv	37,080.00 37,080.00
		rendor total		37,000.00
A20 610.06 - Grant - Architects		*** Account total ***		37,734.18
420 610 00 Coopt Other France				
A20 610.08 - Grant - Other Expenses 193 JC MUNICIPAL UTILITIES AUTHORI				
193 OC MONTELFAL OTTELTTES AUTHORT 19608 OYMT. OF WATER BILL-480 OCEAN	103	JC MUNICIPAL UTILITIES AUTHORI		
13000 OTHER DIEL-400 OCEAN	133	, 00 HORICITAL OTTETTTES AUTHORI		

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount. A20 610.08 - Grant - Other Expenses 1 36.20 Inv 193 JC MUNICIPAL UTILITIES AUTHORI *** Vendor total *** 36.20 636 BROWNFIELD REDEVELOPMENT SOLUT 19531 GRANT MANAGEMENT- DWIGHT OCEAN 636 BROWNFIELD REDEVELOPMENT SOLUT 1 Inv 3,390.75 2 3,049.75 Inv 3 Inv 3,016.25 19549 EPA GRANT MANGMT. - REVOLVING 636 BROWNFIELD REDEVELOPMENT SOLUT 1,029.00 19550 EPA GRANT - PETROLEUM 636 BROWNFIELD REDEVELOPMENT SOLUT 1 Inv 209.25 19551 EPA GRANT MANGMT. - HAZARDOUS 636 BROWNFIELD REDEVELOPMENT SOLUT Inv 232.50 19552 EPA GRANT MANAGMT. GRAND JERSE 636 BROWNFIELD REDEVELOPMENT SOLUT 1 279.00 19554 EPA GRANT MANGMT. - DWIGHT /OC 636 BROWNFIELD REDEVELOPMENT SOLUT 1 Inv 135.75 2 Inv 76.25 3 Inv 172.00 19555 EPA GRANT MANAGMT, HAZARDOUS 636 BROWNFIELD REDEVELOPMENT SOLUT 1 Inv 584.25 19556 EPA GRANT MANAGMT. PETROLEUM 636 BROWNFIELD REDEVELOPMENT SOLUT 209.25 Inv 19557 EPA GRANT MANAGMT. GRAND JERSE 636 BROWNFIELD REDEVELOPMENT SOLUT 1 225.25 19558 EPA GRANT MANAGMT. - REVOLVING 636 BROWNFIELD REDEVELOPMENT SOLUT 1 4,548.25 636 BROWNFIELD REDEVELOPMENT SOLUT *** Vendor total *** 17,157.50 957 LAWNS BY YORKSHIRE, INC. 19528 MONTHLY LAWN MAINTENANCE-BERRY 957 LAWNS BY YORKSHIRE, INC. 1 Inv 1,024.14 957 LAWNS BY YORKSHIRE, INC. *** Vendor total *** 1,024.14 A20 610.08 - Grant - Other Expenses *** Account total *** 18,217.84 A20 610.15 - Construction 161 PUBLIC SERVICE ELECTRIC & GAS 19614 SERVICES AT 1000 GARFIELD-BERR 161 PUBLIC SERVICE ELECTRIC & GAS Inv 1,703.15 161 PUBLIC SERVICE ELECTRIC & GAS *** Vendor total *** 1,703.15 965 MAST CONSTRUCTION SERVICES. IN 19529 BERRY LANE-CONSTRUCTION SERVIC 965 MAST CONSTRUCTION SERVICES, IN 1 20,225.00 Inv 965 MAST CONSTRUCTION SERVICES, IN *** Vendor total *** 20,225.00 994 FLANAGAN CONTRACTING GROUP. IN 19527 SITE IMPROVEMENT-BERRY LANE PA 994 FLANAGAN CONTRACTING GROUP, IN Inv 314,673.05

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A20 610.15 - Construction *** Continued *** 2 Inv 104,891.02 994 FLANAGAN CONTRACTING GROUP, IN *** Vendor total *** 419,564.07 1004 GENERAL RECREATION, INC 19530 NATIONAL RECREATION - BERRY LA 1004 GENERAL RECREATION, INC 27,913.00 1 1004 GENERAL RECREATION, INC *** Vendor total *** 27,913.00 1007 FIELD TURF 19561 SYNTHETIC FIELD TURF-BERRY LAN 1007 FIELD TURF 1 Inv 330,492.57 1007 FIELD TURF *** Vendor total *** 330,492.57 A20 610.15 - Construction *** Account total *** 799,897.79 * Report total * *** Total *** 1,090,628.78

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF JULY 21, 2015

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of July 21, 2015

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of July 21, 2015 be approved as presented.

Secretary		

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated July 21, 2015.

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