

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

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

WHEREAS, the matters to be discussed are :litigation and personnel matters; and

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

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


Secretary

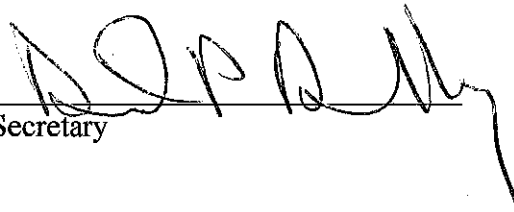
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED SEPTEMBER 20, 2016**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated September 20, 2016 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 November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED OCTOBER 18, 2016**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated October 18, 2016 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 November 14, 2016.

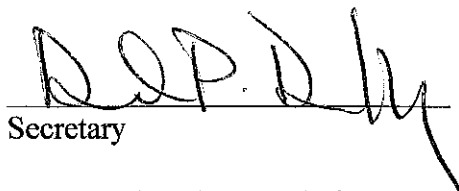
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR MEETING OF OCTOBER 18, 2016**

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

WHEREAS, the following issues were discussed: 1) litigation and personnel matters.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of October 18, 2016 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 November 14, 2016

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erna D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NEW JERSEY COMMUNITY CAPITAL AS REDEVELOPER FOR PROPERTY 201 NEW YORK AVE., 364-366 PALISADE AVE., 454 PALISADE AVE., AND 461 PALISADE AVE. IN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, on November 18, 2014 the Jersey City Redevelopment Agency Board of Commissioners authorized entering into a shared services agreement with the City of Jersey City to rehabilitate properties listed on the City's abandoned properties list and amended shared services agreement dated January 27th, 2016 authorizing the Agency to act as the City's agent in carrying out its authority under ARPA and Scatter Site Redevelopment Area; and

WHEREAS, on January 9, 2015, the Jersey City Redevelopment Agency issued a Request for Qualifications ("RFQ") to undertake the redevelopment and rehabilitation of the APRA properties; and

WHEREAS, New Jersey Community Capital was an approved entity to undertake such work; and

WHEREAS, New Jersey Community Capital was designated as Redeveloper for properties located at 201 New York Ave. (Block 3805, Lot 19), 364-366 Palisade Ave. (Block 15101, Lot 1), 454 Palisade Ave., (Block 3002, Lot 13), and 461 Palisade Ave. (Block 3001, Lot 22) respectively at the Board of Commissioners on August 16, 2016; and

WHEREAS, said designation is about to expire and Agency staff deems it appropriate to grant an extension in order for the parties to negotiate the terms of a Redevelopment Agreement; and

WHEREAS, the Agency's staff is recommending a designation extension of ninety (90) days with an additional thirty (30) days at the Executive Director's discretion to enter into a Redevelopment Agreement between the parties.

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

1. The recitals above are incorporated herein as if set forth at length.
2. New Jersey Community Capital's designation as the Redeveloper for Properties located at 201 New York Ave., 364-366 Palisade Ave., 454 Palisade Ave., and 461 Palisade Ave., within the Scatter Site Redevelopment Area to negotiate a Redevelopment Agreement for a period of ninety (90) days with an extension of thirty (30) days at the Executive Director's discretion; and

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.

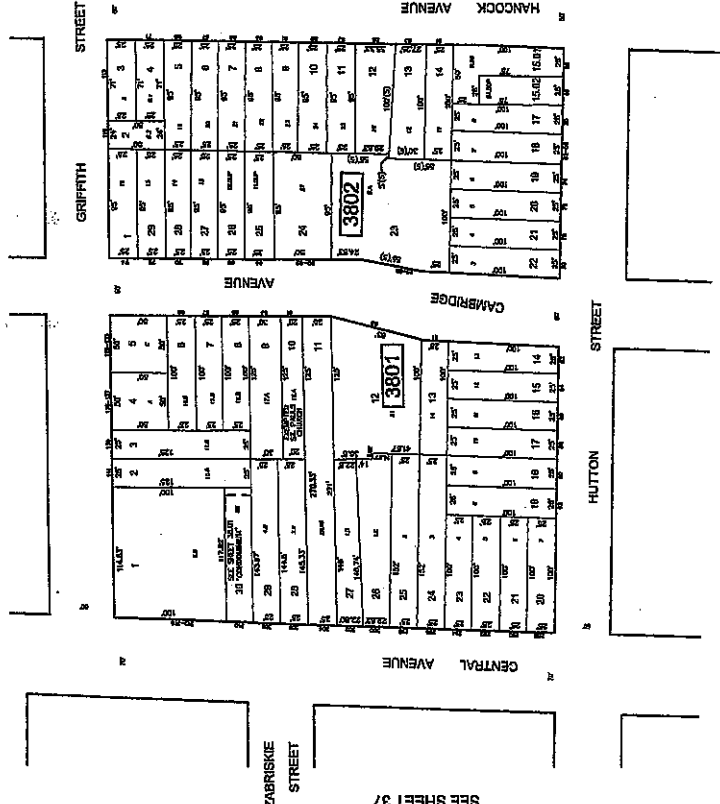

SECRETARY

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 November 14, 2016.

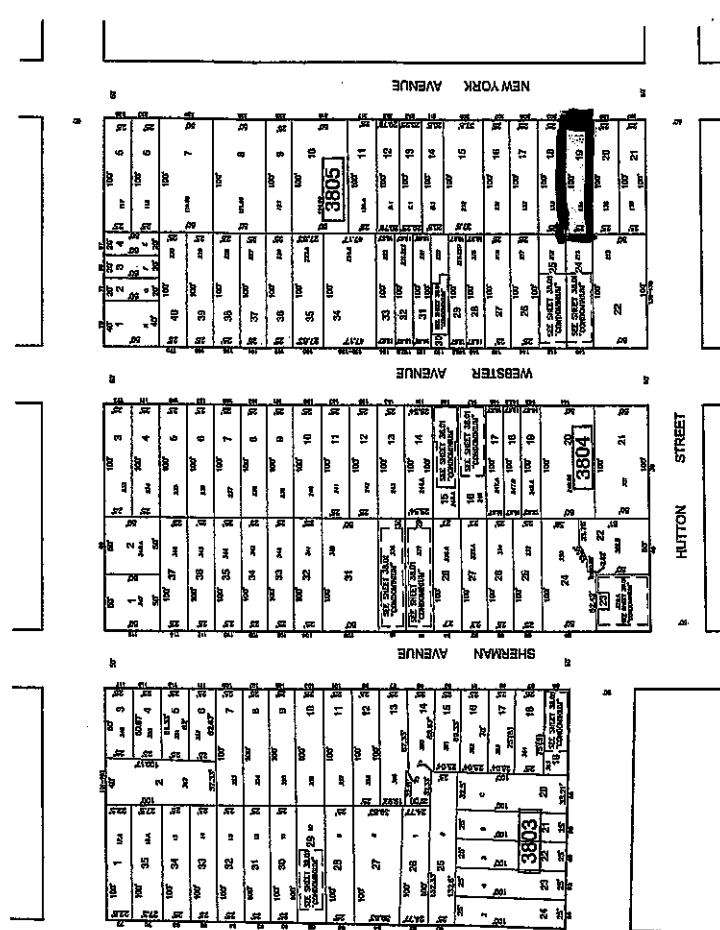
RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

SEE SHEET 29

REVISIONS			
DATE	BY	REASON	NO.
07/11/11	CHAS. A. MORALLE	ISSUED	1
07/11/11	CHAS. A. MORALLE	ISSUED	2
07/11/11	CHAS. A. MORALLE	ISSUED	3
07/11/11	CHAS. A. MORALLE	ISSUED	4
07/11/11	CHAS. A. MORALLE	ISSUED	5
07/11/11	CHAS. A. MORALLE	ISSUED	6
07/11/11	CHAS. A. MORALLE	ISSUED	7
07/11/11	CHAS. A. MORALLE	ISSUED	8
07/11/11	CHAS. A. MORALLE	ISSUED	9
07/11/11	CHAS. A. MORALLE	ISSUED	10
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07/11/11	CHAS. A. MORALLE	ISSUED	43
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07/11/11	CHAS. A. MORALLE	ISSUED	51
07/11/11	CHAS. A. MORALLE	ISSUED	52
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07/11/11	CHAS. A. MORALLE	ISSUED	69
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07/11/11	CHAS. A. MORALLE	ISSUED	71
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07/11/11	CHAS. A. MORALLE	ISSUED	75
07/11/11	CHAS. A. MORALLE	ISSUED	76
07/11/11	CHAS. A. MORALLE	ISSUED	77
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07/11/11	CHAS. A. MORALLE	ISSUED	79
07/11/11	CHAS. A. MORALLE	ISSUED	80
07/11/11	CHAS. A. MORALLE	ISSUED	81
07/11/11	CHAS. A. MORALLE	ISSUED	82
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07/11/11	CHAS. A. MORALLE	ISSUED	89
07/11/11	CHAS. A. MORALLE	ISSUED	90
07/11/11	CHAS. A. MORALLE	ISSUED	91
07/11/11	CHAS. A. MORALLE	ISSUED	92
07/11/11	CHAS. A. MORALLE	ISSUED	93
07/11/11	CHAS. A. MORALLE	ISSUED	94
07/11/11	CHAS. A. MORALLE	ISSUED	95
07/11/11	CHAS. A. MORALLE	ISSUED	96
07/11/11	CHAS. A. MORALLE	ISSUED	97
07/11/11	CHAS. A. MORALLE	ISSUED	98
07/11/11	CHAS. A. MORALLE	ISSUED	99
07/11/11	CHAS. A. MORALLE	ISSUED	100



SEE SHEET 37



SEE SHEET 39

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=50'
AUGUST 2008
RICHARD A. MORALLE, P.E., P.L.S.
T.A. MASSOCHIES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY 07748

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DICONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

SEE SHEET 45

SEE SHEET 44

THIS MAP HAS BEEN DRAWN USING COMPASS AND
TRIPLET/DESIGN (CAD) AND COORDINATE GEOMETRY.

ARJ 004642742303

SEE SHEET 40

SEE SHEET 39

SEE SHEET 45

SEE SHEET 50

SEE SHEET 52

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=50' AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TRINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY 07740

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

ARM - COM/240A27975300

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF CONTRACT NO. 16-11-BD7 WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR EXTRAORDINARY AND UNSPECIFIABLE ENVIRONMENTAL SERVICES IN ALL REDEVELOPMENT AREAS

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 various professional environmental services, including strategic planning, grant writing and management, technical oversight, and other services in support of the JCRA's brownfield programs throughout the City; and

WHEREAS, Brownfield Redevelopment Solutions, Inc., who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on March 23, 2016 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on April 19, 2016, by Resolution of the Board of Commissioners; and

WHEREAS, Brownfield Redevelopment Solutions, Inc. has submitted a proposal for environmental services dated November 7, 2016; and

WHEREAS, said contract will be in the amount not to exceed \$99,999.00 and for a term not to exceed (1) one year; and

WHEREAS, Brownfield Redevelopment Solutions, Inc. will conduct services only when authorized to do so on a task order basis and said services will be paid out of a combination of grants, developer fees, and Agency funds, depending on the specific task assigned; and

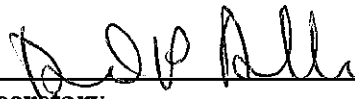
WHEREAS, the said scope of services are of a specialized and qualitative nature requiring expertise, extensive training and proven reputation in the field of endeavor as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii) as being a contract for rendition of extraordinary

unspecifiable services that do not require public bidding as certified to in the annexed declaration;
and

WHEREAS, notice of the award of this contract shall be published in a newspaper of 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 EUS Contract No.16-11-BD7 with Brownfield Redevelopment Solutions, Inc. in an amount not to exceed \$99,999.00 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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓



November 07, 2016

Mr. Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, New Jersey 07302

RE: PROFESSIONAL ENVIRONMENTAL SERVICES PROPOSAL

Dear Mr. Delisle:

As requested Brownfield Redevelopment Solutions, Inc (BRS) is pleased to submit this proposal to the Jersey City Redevelopment Agency's (JCRA) for continuation of environmental support services.

BRS is a certified WBE and SBE consulting firm headquartered in Medford, New Jersey. BRS specializes in assisting public entities like the JCRA with establishing sustainable brownfield redevelopment programs, and obtaining and administering grants that support their redevelopment programs.

We have a well-deserved reputation for finding creative solutions for the multitude of community, regulatory, and funding issues that often plague public sector initiatives. In fact, BRS has secured over \$23 million in EPA, USDOT/HUD, and state grants for the JCRA.

The following summarizes the anticipated work assignments:

1. EPA Cleanup Grant Management: Ocean 441
2. EPA Cleanup Grant Management: Ocean 443
3. EPA Assessment Grant Management: Grand Jersey
4. EPA Assessment Grant Management: Hazardous Substances
5. EPA Assessment Grant Management: Petroleum
6. EPA Grant Management: Revolving Loan Fund
7. Ash Street Tidelands Grant Application and Support
8. Ash Street Remediation Owners Representative
9. General Economic Development Support
10. General HDSRF Grant Applications and Support

11. EPA Grant Application Preparation
12. EPA Cooperative Agreement Preparation
13. Other environmental and brownfield support activities as mutually agreed upon.

Scope of services includes:

- A. Grant Management to ensure compliance with funder programmatic requirements to include:
 - Comply with EPA reporting requirements by preparing submission ready quarterly reports, grant drawdown requests, site specific reporting into EPA's ACRES database, MBE/WBE utilization reports, and others as necessary;
 - Assist with eligibility determinations;
 - Assist with preparation and submission of EPA grant drawdown requests (at no charge);
 - Comply with EPA technical document requirements by preparing site specific Analysis of Brownfield Cleanup Alternatives and Decision Memo documents;
- B. Community Outreach tasks to include:
 - Develop outreach materials;
 - Attend stakeholder meetings;
 - Develop Community Involvement Plans.
- C. On-Scene Coordination and Owner Representation to ensure and confirm cleanups are protective, compliant with regulatory approvals, including the following services:
 - Preparation and attendance at project Kick Off Meeting.
 - Contract management and contractor oversight for JCRA-contracted firms.
 - Coordination with Site Developer and oversight of Developer-contracted firms.
 - Review of remediation related project permits, deliverables and regulatory submittals.
 - Review and approval of remediated related project applications for payment.
 - Site inspections during periods of active field work and attendance at project meetings.
- D. Compliance oversight of Federal (Davis-Bacon) and New Jersey prevailing wage and labor standard requirements, including:
 - On-site confirmation of work force and completion of required Davis-Bacon interviews with site workers (as required).
 - Review and approval of weekly certified payroll reports.



- Conduct violation investigations and provide oversight of enforcement actions, as necessary
- E. Support the JCRA RLF program, including:
 - Develop a user friendly model loan and/or sub-grant application(s) to include information aimed at determining EPA site eligibility (previously completed);
 - Provide fund management assistance with loan applications, loan agreement development, and related processes;
 - Coordinate with borrowers/sub-grantees to make sure their project is going smoothly and connect them to additional resources and technical assistance as necessary to ensure the project is fully funded and ultimately successful;
- F. Serve as a liaison between the USEPA, NJDEP and various other Federal, State and local agencies as necessary to further the JCRA's brownfield redevelopment objectives;
- G. Develop Request for Proposal Documents and /or bid specifications to assist with procurement needs; and
- H. Other support related activities as mutually agreed upon.

Costs for these services are proposed for \$99,999 using the following BRS fee schedule:

Position	Personnel	Hourly Rate
Principal	Michele Christina Leah Yasenchak	\$ 140
LSRP	Kevin McAllister Charles Metzger	\$ 140
Professional Engineer	Mather Brener	\$ 125
Project Manager	Kevin McAllister (non-LSRP) Charles Metzger (non-LSRP)	\$ 120
Grant Manager	Beth Lander Morris	\$ 95
Staff Planner	Katie -- Rose Imbriano	\$ 87
Assistant Project Manager	Ken Missbrenner	\$ 87
Assistant Grant Manager	Beth Henriques	\$ 87
Grant Specialist	Alisa Goren	\$ 70
Support Staff	Claire Juhlmann Susan Kolich	No Charge

Notes:

1. Costs for grant preparation services will be quoted on a lump sum basis, commensurate with the level of effort needed to prepare the specific grant application.



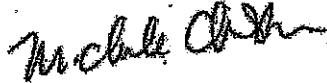
BRSinc

739 Stokes Road, Units A & B, Medford, NJ 08055
PO Box 2293, Medford Lakes, NJ 08055
t (856) 964-6456 • f (732) 782-0404 • www.BRSinc.com

2. Actual number of hours invoiced for services provided on a time and materials basis will be based upon actual hours worked and level of effort associated with performance of client requested activities.
3. Sub-consultants are not expected to be needed for the scope of work. In the event that additional activities are performed which would require subcontractors, subcontractor costs would contain a 10% markup.
4. Rates provided include routine telephone, copying and postage rates.
5. Significant direct costs such as travel, overnight shipping, bulk copying, etc. are not included in the hourly rates and will be invoiced as pass through costs with no markup.
6. BRS shall be entitled to use, for promotional purposes, JCRA's name, a general description of the services performed, and a general description of the project, unless requested by the JCRA not to do so.

If this proposal is acceptable, please sign below and return one copy. If you have any questions, please do not hesitate to call me 856-964-6456, ext 1.

Very Truly Yours,



Michele Christina
BRS, Inc.

AUTHORIZATION:

Signature: _____

Date: _____

Cc: Beth Lander Morris, BRS
Susan Kolich, BRS



739 Stokes Road, Units A & B, Medford, NJ 08055
PO Box 2293, Medford Lakes, NJ 08055
t (856) 964-6456 • f (732) 782-0404 • www.BRSinc.com

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY RATIFYING THE RETAINING OF A LICENSED ELECTRICIAN FOR EMERGENCY ELECTRICAL WORK AT THE BETZ CERC

WHEREAS, on or about November 1, 2016 a power outage occurred in parts of downtown Jersey City which affected the lighting at the CERC facility at 180 Ninth Street; and

WHEREAS, the electrical short damaged lighting in the gymnasium; and

WHEREAS, Agency staff and Leemark Electric coordinated efforts to restore lighting to the gymnasium so those tenants occupying the building would have continued use of the gym; and

WHEREAS, an emergency was declared relative to repair of the lighting in the gym ceiling at the CERC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: retaining Leemark Electric in order to preserve and protect the occupants using the facility for an emergency repair is hereby 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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A FIRST AMENDMENT FOR THE LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY FOR ENTRY ONTO CITY-OWNED PROPERTY WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, pursuant to Resolution No. 06.282 adopted on April 12, 2006, the City ("Licensor") was authorized to enter into a License Agreement with the Agency ("Licensee") regarding the remediation of City owned property located within the Grand Jersey Redevelopment Area; and

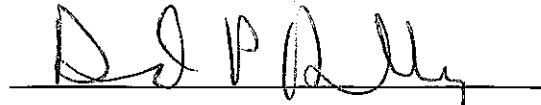
WHEREAS, pursuant to Resolution 13.624 adopted on September 11, 2013, the Agreement was extended for an additional five years to expire on September 1, 2018; and

WHEREAS, it is necessary to amend the License Agreement to support the remediation of other property within the Grand Jersey Redevelopment Area; and

WHEREAS, the Parties wish to allow Licensee or its agent(s) or assigns the right to use the property as a staging to conduct remediation activities on the adjoining parcels designated on the official tax map of the City of Jersey City as Block 15801 lots 66-69, 74-76, and lots 79 and 80. The owner of the adjoining parcels will be designated by the licensee as the redeveloper of these parcels.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitations are incorporated herein as if set forth at length; and 2) the License Agreement shall allow Licensee or its agent(s) or assigns the right to use the property as a staging to conduct remediation activities on the adjoining parcels designated on the official tax map of the City of Jersey City as Block 15801 lots 66-69, 74-76, and lots 79 and 80. The owner of the adjoining parcels will be designated by the licensee as the redeveloper of these parcels.

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 November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel Berman	✓			
Donald Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russel Verducci				✓

RESOLUTION AUTHORIZING A SUBDIVISION OF BLOCK 15801, LOTS 3 AND 4, THE CONVEYANCE OF LOT 4 TO BARNABAS HEALTH, INC., THE CREATION OF A RIGHT OF WAY ON LOT 3 FOR A PUBLIC STREET, AND OTHER ACTIONS AND DETERMINATIONS IN CONNECTION THEREWITH IN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, Jersey City Redevelopment Agency (the "**Agency**") was established as an instrumentality of the City of Jersey City (the "**City**") pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 et seq. (the "**Redevelopment Law**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment designated as the Grand Jersey Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, the City first adopted the Grand Jersey Redevelopment Plan on March 24, 1993 via the adoption of Ordinance 93-029 (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, on December 31, 2014, the Agency entered into a Redevelopment Agreement with Barnabas Health, Inc. ("**Barnabas**") for the sale and development of a portion of the Redevelopment Area consisting of the subdivided portion of Block 15801, Lots 3 and 4, to be known as Lot 4.01 ("**Lot 4.01**") (as amended and supplemented from time to time, the "**Redevelopment Agreement**"); and

WHEREAS, in connection with the sale and development of Lot 4.01 as authorized by the Redevelopment Agreement, the Agency has taken and will take certain actions to effectuate the subdivision of Block 15801, Lots 3 and 4, the conveyance of Lot 4.01 to Barnabas and the creation of a right of way on Lot 3 for a public street, all as set forth in the Redevelopment Agreement and on the subdivision plans; and

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. AUTHORIZATION

(a) The Agency hereby authorizes the subdivision of Block 15801, Lots 3 and 4 as may be approved by the Planning Board of the City of Jersey City and as detailed in the Redevelopment Agreement. Said authorization includes submission of the required applications to governmental agencies, execution of a deed and any and all associated documents required to perfect the subdivision.

(b) The Agency hereby authorizes the conveyance of Block 15801, Lot 4.01 to Barnabas Health, Inc. as detailed in the Redevelopment Agreement. Said authorization includes execution of a deed and any and all associated documents required to effectuate said conveyance.

(c) The Agency hereby authorizes and the creation of a right of way on Lot 3 for a public street as set forth on the subdivision plan.

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

III. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Agency.

V. EFFECTIVE DATE

This Resolution shall take effect immediately.

I HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency, at its meeting held on November 14, 2016.



David P. Donnelly, Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting of November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓

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

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

WHEREAS, said designation was extended at the July 19, 2016 Board of Commissioners meeting; and

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

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

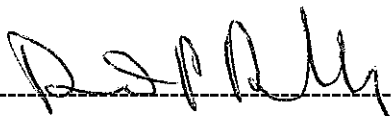
WHEREAS, MCRACDC's designation is set to expire and Agency staff is recommending the designation be extended for an additional one-hundred eighty (180) with the option of a thirty (30) day extension at the Executive Director's discretion, to continue negotiations of the Redevelopment Agreement between the parties; and

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

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

2. The MCRACDC's designation as the redeveloper for properties at 408-420 Communipaw Avenue shall continue for an additional one-hundred eighty (180) days to expire on May 31, 2017 with the option of a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties.

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT 16-11-BD8 WITH NATIONAL FENCE SYSTEMS,
INC. FOR FENCING AT BERRY LANE PARK WITH IN THE
MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency ("Agency") has undertaken the construction of the Berry Lane Park project ("Project") in the Morris Canal Redevelopment Area; and

WHEREAS, the Project is partially completed and opened to the public June 25, 2016; and

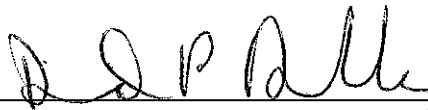
WHEREAS, the Executive Director has deemed if necessary to install additional fencing along the sides of the basketball courts within the Park to control errant balls; and

WHEREAS, The Agency solicited three proposals from fencing contractors for installation of said fencing (labor and materials); and

WHEREAS, Agency staff has determined the November 2, 2016 proposal from National Fence Systems, INC in the amount of \$29,200.00 is a fair price for the services and recommends that the Board of Commissioners award a contract to National Fence Systems, INC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency contract 16-11-BD8 with National Fence Systems, INC in an amount not to exceed \$29,200.00 for installation of fencing at Berry Lane Park is hereby 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 the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

NATIONAL FENCE SYSTEMS, INC.

1033 ROUTE 1 AVENEL, NEW JERSEY 07001

(732) 636-5600 FAX (732) 636-5605

Cell (732) 770 1877

Web: www.nationalfencesystems.com

dcranmer@nationalfencesystems.com

11/2/2016

Jersey City Redevelopment Agency

Attn. Benjamin Delisle

(P) 201-761-0822

(F)

Email: DelisleB@jcnj.org

Re: Berry Lane basketball

We purpose to furnish and install 380lf of 10' high chain link fence black in color
Wire 1 3/4" 6ga fuse and bonded 3" gate and line post all sch40 powder coated pipe
Price includes four (4) 4' wide walk gates all post core drilled into concrete curb

Price \$ 29,200.00

Customer responsible for fence layout

Price based on prevailing wage labor. Work area to be easily accessible.

Permits by others. Added cost if rock is encountered

Price Valid For 30 Days

****** Removal, Clearing, Staking and Grading to be done by others unless specified ******

WE PROPOSE to furnish labor and material – complete in accordance with above specifications, and subject to conditions found on this agreement, for the sum of: **See Above**

Payment to be made as follows **Deposit with Balance Due upon Completion**

The Owner/ Contractor hereby agrees to reimburse NATIONAL FENCE SYSTEMS, INC. for all legal fees and costs associated with the enforcement or any part of this contract. It is fully understood that the installed fence or any part thereof is the property of NATIONAL FENCE SYSTEMS, INC. until paid in full.

ACCEPTED. The above prices, specifications and conditions

Are satisfactory and are hereby accepted. You are authorized to

Do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

respectfully submitted,

NATIONAL FENCE SYSTEMS

By _____

By _____

By _____

DARIN CRANMER

Equal Opportunity Employer - SBE & MBE CERTIFIED

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A REDEVELOPMENT AGREEMENT WITH
FDAD MAPLE, LLC AS TRANSFEREE/REDEVELOPER FOR
PROPERTY WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA SUBJECT TO CERTAIN
CONTINGENCIES**

WHEREAS, on November 13, 2006, the Agency entered into a Redevelopment Agreement with LMD #13 Urban Renewal, LLC. (hereinafter "LMD") for a project encompassing Block 19003, including Lots 1-12, and Lots 17-19, (hereinafter, the Property), which agreement was amended by a First Amendment dated February 22, 2012, (hereinafter collectively referred to as the "LMD Agreement") to include the purchase of Block 19003, Lots 13-16, the Project Premises, which was made a part thereof; and

WHEREAS, on November 17, 2015, the Board of Commissioners authorized a transfer of Block 19003, Lots 13-16 of the project from LMD to MC Maple, LLC; and

WHEREAS, on April 13, 2016, the Agency entered into a new Redevelopment Agreement with MC Maple, LLC concerning Block 19003, Lots 13-16, and upon execution of that Agreement the property known as Block 19003, Lots 13-16 were severed from the LMD Agreement; and

WHEREAS, LMD has now requested the Agency's consent to a transfer of the remaining parcels, known as Block 19003, Lots 1-12, and Lots 17-19, the Project Premises, to FDAD Maple, LLC (hereinafter, "the Redeveloper") and assignment of the Redeveloper Agreement, subject to certain contingencies, including but not limited to the satisfaction of outstanding fees, and as agreed upon schedule of performance benchmarks; and

WHEREAS, the Agency executive staff is recommending the Board of Commissioners' approval of this transfer and assignment of the Redevelopment Agreement with FDAD Maple,

LLC, subject to certain contingencies, to further the objectives of the Morris Canal Redevelopment Plan; and

WHEREAS the parties have agreed that any and all outstanding fees including administration fees currently owed to the Agency under the LMD Agreement will be satisfied by FDAD Maple, LLC, subject to negotiation of the parties, no later than December 20, 2016, and the Agency agrees to forbear on asserting any default under the Agreement until December 20, 2016, after which without satisfaction of this contingency, the Agency's forbearance shall terminate; and

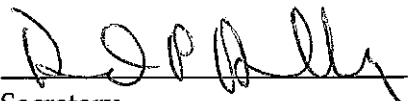
WHEREAS, the Redevelopment Agreement with FDAD Maple, LLC pertains to the Project Premises only and all other terms and conditions of the LMD Agreement with regard to the Property or the MC Maple, LLC transfer shall be unaffected by this transfer and shall remain in full force and effect, wherever applicable; and

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

1. The above recitals are incorporated herein as if set forth at length.
2. The transfer and assignment of the LMD Redevelopment Agreement FDAD Maple, LLC is approved, and the Agency is authorized to negotiate such terms as may be necessary or desired by the parties, subject to Board approval.
3. LMD shall only be severed or released from the terms and conditions of the LMD Agreement upon the execution of a Redevelopment Agreement between the Agency and FDAD Maple, LLC and until such time, with regard to the Property, remains in force and effect.
4. The parties agree that the assignment is contingent upon the satisfaction of certain performance benchmarks, including the payment of any and all outstanding fees such as administration fees currently owed to the Agency under the LMD Agreement, to be satisfied by FDAD Maple, LLC, subject to negotiation of the parties, no later than December 20, 2016.

5. The Agency shall forbear on asserting any default under the Agreement until December 20, 2016, after which the Agency's forbearance shall terminate.

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of **November 14, 2016**

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FAIR AND OPEN CONTRACT NUMBER 16-11-BD9 WITH WCD GROUP FOR ENVIRONMENTAL SERVICES IN THE OCEAN BAYVIEW 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 is in need of professional asbestos survey services for the 474/480 Ocean project in the Ocean Bayview Redevelopment Area; and

WHEREAS, WCD Group who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on March 23, 2016 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional services on April 19, 2016, by Resolution of the Board of Commissioners; and

WHEREAS, WCD Group has submitted a proposal for professional Asbestos survey services dated November 3, 2016 in the amount not to exceed \$6,000.00 (attached); and

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

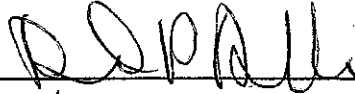
WHEREAS, the cost of the work will be paid for by a CDBG grant awarded to the Agency for this purpose; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.16-11-BD9 with WCD Group in an amount not to exceed \$6,000.00 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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓



November 3, 2016

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

Re: Asbestos Survey
474 and 480 Ocean Avenue, Jersey City NJ
WCD Group, LLC Proposal No. 16-9247BS

Dear Mr. Delisle:

WCD Group, LLC (WCD) is pleased to submit this letter proposal to **Jersey City Redevelopment Agency (JCRA)** to conduct an asbestos inspection of the interior and exterior of the above referenced properties.

SCOPE

Asbestos Survey

There are several types of asbestos surveys depending upon the ultimate disposition of the particular site and the local/state regulatory environments. Currently, ASTM Standard E 2356-10 "Standard Practice for Comprehensive Building Asbestos Surveys" codifies and effectively differentiates hazard assessment, pre-demolition, and pre-asbestos abatement design surveys that have historically been described independently in:

- Asbestos Hazard Emergency Response Act (AHERA; 40 CFR Part 763), EPA's governing regulations asbestos management in schools;
- National Emission Standards for Hazardous Air Pollutants (NESHAPS; 40 CFR Part 61), EPA regulations for demolition and renovation;
- OSHA Asbestos in Construction Standard (29 CFR 1926.1101), OSHA's regulations requiring building survey to control asbestos exposure to construction personnel; and
- "Guidance for Controlling Asbestos-Containing Materials in Buildings", (EPA 560/5-85-024), EPA's guidelines prescribing minimal sampling and hazard assessment protocols.

WCD will conduct an asbestos survey consistent with the applicable sections of ASTM 2356-10, depending upon whether:

- a general existing condition hazard assessment is needed and/or
- determination of impact from anticipated construction/demolition is necessary and/or
- asbestos abatement and the associated design is to be completed.

Environmental & Construction Risk Management

1350 Broadway, Suite 1904, New York, NY 10018 T: 212-631-9000 F: 212-631-8066 wcdgroup.com

In executing an asbestos survey, WCD shall provide the following services:

- Conduct a walkthrough of the structure in order to become oriented with the site and establish a comprehensive sampling program;
- The field inspector shall meet the inspector training requirements of AHERA and all other Federal, State, and local requirements;
- Samples will be taken in locations that minimize the visual impact of the resulting sample location;
- Collect general photographic documentation (if appropriate);
- Indicate sample locations on floor plans (if plans provided); and
- WCD shall provide for the analysis of suspected building samples by Polarized Light Microscopy (PLM) with dispersion staining in accordance with EPA Interim Method of the Determination of Asbestos in Bulk Insulation Samples, EPA-600/M4-82-020. All bulk sample analysis shall be conducted by laboratories that are accredited under the National Voluntary Laboratory Accreditation Program (NVLAP). Non-friable suspect asbestos-containing materials which test negative for the presence of asbestos shall also be analyzed via Transmission Electron Microscopy to confirm the negative PLM result. The bulk samples resulting from the survey shall be managed or disposed of by WCD in accordance with established Federal and State rules and regulations.

Normally accessible suspect ACM materials will be inspected and sampled. Areas above drop ceilings, within access hatches, behind columns enclosures; where accessible; and select areas below carpeting shall be inspected. We understand that structures on the site are scheduled for demolition, and to this end, our field investigation shall include exploratory probes to identify normally inaccessible asbestos-containing materials. Exploratory probes will not be repaired. Access to the exterior of the structure shall be assisted by others.

An asbestos survey report shall be prepared by WCD and provided to JCRA. This report shall include:

- Executive summary;
- Procedures, methodology, and analytical procedures for sample analysis;
- Tabulated locations, condition, and quantity of ACM;
- Recommendations for response actions;
- Analytical data and field sheets;
- Limitations of the survey and areas not accessed;
- Photographs; and
- Sample location plans.

COST

In the execution of this work, WCD estimates the following costs shall be incurred in the execution of the survey:

	Qty	Rate	Total
NYS Inspector	20	\$ 65.00	\$ 1,300.00
Project Manager	6	\$ 95.00	\$ 570.00
AutoCAD	6	\$ 65.00	\$ 390.00
Word Processor/Clerical	6	\$ 50.00	\$ 300.00
Bulk Analysis via PLM	40	\$ 15.00	\$ 600.00
Bulk Analysis via PLM/NOB	40	\$ 20.00	\$ 800.00
Bulk Analysis via TEM/NOB	40	\$ 50.00	\$ 2,000.00
			<u>\$ 5,960.00</u>

Our invoice shall reflect the actual labor and cost incurred; not-to-exceed \$6,000.00.

We trust that this proposal will meet your expectations. If the foregoing is in accordance with your understanding, kindly confirm your acceptance and agreement by signing and returning the original of this Agreement that will thereupon constitute an agreement between us. If you have any questions or comments, or require clarification on any item, please do not hesitate to contact me at 212-631-9000.

Respectfully submitted,
WCD Group, LLC



Eric Telemaque
Principal
Managing Director—Building Services

c. Files
Attachments

AUTHORIZATION

Accepted by the Authorized Representative of:

Jersey City Redevelopment Agency

Print Name and Title

Date



WCD GROUP STANDARD TERMS AND CONDITIONS—2016

1. SCOPE AND PERFORMANCE OF THE WORK

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains WCD to perform the services described in WCD's Proposal ("Services"), attached hereto, and WCD agrees to provide said Services. The terms, conditions, and limitations contained in WCD's Proposal are incorporated herein by reference in this Agreement. The Services provided are not of a legal nature, and WCD shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or WCD.

2. PAYMENT TERMS

As full consideration for the performance of Services described in Section 1, herein, Client agrees to pay WCD as set forth in WCD's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **WCD's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.**

3. CHANGE ORDERS

Client has relied on WCD's professional judgment in establishing the Project scope of work ("SOW") and costs of Services as set forth in the Proposal. Client shall also rely on WCD's professional judgment in evaluating the continued adequacy of the SOW, in light of occurrences or discoveries that were not originally contemplated by or known to Client and/or WCD. Client and/or WCD shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order").

4. BILLING AND PAYMENT

Client recognizes that timely payment of WCD's Invoices is a material part of the consideration WCD requires to perform the Services. Client will pay WCD for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in WCD's Proposal and/or **COST AND FEE SCHEDULE**. WCD shall be permitted to revise its **COST AND FEE**.

SCHEDULE no more than once annually, by submitting a copy of the revised **COST AND FEE SCHEDULE** to Client thirty (30) days prior to its effective date. The revised **COST AND FEE SCHEDULE** shall apply only to Services performed after the effective date. Routine Invoices will be submitted by WCD on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify WCD within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by Consultant more than

thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

5. STANDARD OF CARE/WARRANTY

While performing the Services under this Agreement, WCD shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental, construction, claims and risk management consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. Except for the express promise set forth above, WCD neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to WCD's Services. Client and Client's contractors shall promptly notify WCD of any actual or suspected defects in WCD's Services to help WCD take corrective measures to cure such defects and/or help minimize the consequences of any such defect. WCD shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

6. INSURANCE

WCD shall procure and maintain at its own expense, during the term of its engagement with Client, insurance of the following types and amounts: comprehensive general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$10,000,000; automotive liability insurance with a limit of \$1,000,000; and workers' compensation and employer's liability insurance as required by state law (all 50 states). WCD shall furnish evidence of such coverage to Client upon request, and shall promptly notify Client of any impending change in coverage. Additional coverages up to \$50,000,000 may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

7. INDEMNIFICATION

WCD shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, agents, representatives, affiliates and successors as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") with respect to and arising out of WCD's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless WCD and its officers, directors employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by WCD, its officers, directors, employees, agents, representatives, affiliates and successors, as a result of any and all Claims with respect to and arising out of Client's negligent acts, errors or omissions.

In no event shall Client and WCD and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to each other and/or to anyone claiming by, through or under the Parties, including the Parties' respective insurers, for any lost, delayed and/or diminished profits, revenues, and/or opportunities; and/or any other incidental, special, indirect, and/or consequential damages of any kind and/or nature whatsoever.

8. LIMITATION OF LIABILITY

Under no circumstances will WCD be liable to Client for any amount in excess of the total amount of fees paid by Client to WCD for Services performed under this Agreement, or \$50,000, whichever is greater. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness' fees) arising from or related to Services performed under this Agreement from any cause or causes. Such causes include, but are not limited to, WCD's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise. Client agrees that any claim for damages filed against WCD, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against WCD or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

9. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules. Any judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" means all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees. The Parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in Camden County, New Jersey, and the Parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection."

10. COLLECTION

Should the Client's account, after payment default hereunder, be referred by WCD to an attorney or collection agency for collection, then Client shall pay all of WCD's expenses incurred in such collection efforts including, but not limited to, collection

agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, WCD may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

11. USE OF REPORTS/NO THIRD-PARTY RELIANCE

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Services ("Documents") remain the sole property of WCD until Client has made full payment therefore to WCD. Any Documents provided by WCD to Client as part of the Services provided herein are provided for the sole and exclusive use of the Client for specific application to the matter for which the Services are provided. Any third-party use of the above-referenced Documents is prohibited without the express, written authorization of WCD. Client shall indemnify, defend and hold harmless WCD and its officers, directors, employees, agents, representatives, affiliates, successors and assigns from any and all damages, losses or expenses, including, but not limited to, reasonable legal expenses and attorneys' fees, liabilities, penalties, and fines sustained by WCD, its officers, directors, employees, agents, representatives, affiliates, successors and assigns as a result of any and all claims or causes of action with respect to and arising out of any third-party reliance.

Client shall inform WCD of any specific third parties or types of third parties that Client believes may ask to rely on WCD's Documents, and Client shall not under any circumstances permit such reliance except with WCD's express consent. WCD may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting WCD's liability hereunder, (ii) use such information only for the purposes contemplated by WCD in performing its Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of WCD's invoices, as provided for herein, shall not be made contingent upon WCD's agreement to permit third-party reliance.

12. DISCLOSURE OF INFORMATION

Client shall provide all information and documents in its control, which are relevant to the performance of the Services. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to WCD.

13. CONFIDENTIALITY

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include software, systems, processes, designs, plans, engineering files, price information, business plans, business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each Party shall secure and maintain the Confidential Information of the other Party in strictest confidence, and shall not disclose or make available to others the Confidential Information of the other party without the

express written consent, in advance, of that Party. Confidential information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving Party; (b) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (d) is independently developed by the receiving Party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a Party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other Party. Client agrees that WCD may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing WCD's experience and qualifications to others.

14. DELAYS

In the event that WCD's Services are interrupted by circumstances beyond WCD's control, Client shall compensate WCD for the labor, equipment, and other costs WCD incurs in order to maintain continuity of WCD's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate WCD for the various costs WCD incurs for demobilization and subsequent remobilization. WCD's compensation shall be based upon WCD's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither Party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other Party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and WCD shall exert a best effort to overcome the resulting difficulties and resume performance of the Services called for herein as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either Party, make this Agreement subject to renegotiation or termination.

15. TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to WCD. Client or WCD may terminate the Agreement for cause. The Party initiating termination shall so notify the other Party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of WCD's termination invoice, pay WCD's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE. Client shall pay WCD for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

16. SURVIVAL

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and WCD, shall survive the completion of Services described herein and termination of this Agreement.

17. GOVERNING LAW

Unless otherwise provided, the substantive law of the State of New Jersey will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

18. ENTIRE AGREEMENT

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and WCD, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument. Terms and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on WCD unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement, which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

WCD GROUP, LLC

BY: _____

TITLE: _____

DATE: _____

CLIENT

COMPANY NAME: _____

BY: _____

TITLE: _____

DATE: _____



WCD BUILDING SERVICES

2016 COST AND FEE SCHEDULE

I. INVOICE CONTENTS

Invoices for services and work provided by WCD will consist of: (1) hourly rate fees for professional and support personnel; (2) travel, shipping, and communication charges; and (3) sales or gross receipt taxes, as applicable. Hourly and travel charges will be based from portal-to-portal. These rates are effective through December 31, 2016.

II. PERSONNEL RATES

Subject to periodic revisions, hourly rate fees for Personnel are indicated as follows:

	<u>Hourly Billing Rate</u>
Senior Principal	\$195
Ph.D. level Consultant	\$190
Senior Professional (CM, Sr. PE or CIH)	\$190
Senior Engineer/Architect	\$185
Senior Construction/Remediation Manager	\$165
Construction Project Manager	\$150
Remediation Project Manager	\$150
Senior Scientist/Industrial Hygienist	\$145
Safety Manager	\$145
Staff Engineer	\$145
Estimator/Scheduler	\$135
Construction Inspector	\$125
Engineering/Environmental Tech	\$115
Asbestos/Lead Project Manager	\$ 95
Asbestos Project Designer	\$ 95
Lead Risk Assessor	\$ 85
Asbestos Investigator (ACP5)	\$ 75
Technical Writer	\$ 75
Lead Inspector	\$ 75
CADD Designer	\$ 65
Asbestos Inspector	\$ 65
Administrative ¹	\$ 50
Asbestos Project Monitor	\$ 48

In addition to the hourly rates set for above and any agreed upon lump-sum rate, the Client will reimburse all direct costs incurred by WCD, including travel, lodging, and per diem expenses, as well as all other out-of-pocket expenses. WCD will apply a 15% surcharge on all such direct costs.

¹Over eight hours per day, holiday, Saturday and Sunday work for Administrative labor will be charged at their respective hourly rate times 1.50.



WCD BUILDING SERVICES

RIDER FOR ASBESTOS AND MOLD SERVICES—2016

1. Samples. It is the responsibility of the Client to comply with all regulatory testing requirements. No other entity, party, or individual may use or rely on the WCD test results without WCD's prior written authorization. In the event that WCD services require performing test samples, such samples will be obtained with reasonable care and preserved for a period of thirty (30) days. WCD reports relative to samples are applicable only to the specific samples tested and only depict conditions at the specific location of the test. Mold services to test for mold, fungus, and other allergens is only valid at the time services are performed as mold, fungus, and other allergens are naturally occurring.
2. Laboratory Analysis:
 - Asbestos-Containing Materials—Bulk

Friable via Polarized Light Microscopy (PLM)	\$15.00 per sample
Non-Friable Organically Bound PLM	\$25.00 per sample
Non-Friable Organically Bound PLM (prep only)	\$12.50 per sample
Transmission Electron Microscopy (TEM)	\$50.00 per sample
Polychlorinated Biphenyl (PCB)—Solids by 3550B/8082A	\$130.00 per sample (1-week turnaround) \$105.00 per sample (2-week turnaround)
 - Asbestos-Containing Materials—Air

Phase Contrast Microscopy (PCM)	\$12.50 per sample
Transmission Electron Microscopy (TEM, AHERA)	\$50.00 per sample
Transmission Electron Microscopy (TEM, 7402)	\$120.00 per sample
 - Microbiological

Spore trap—air	\$60.00 per sample
Culture—air	\$75.00 per sample
Culture—swab/surface	\$90.00 per sample
Tape lift	\$45.00 per sample
Bulk direct exam	\$45.00 per sample
Bulk culture	\$90.00 per sample
TO-15	\$300.00 per sample (2-week turnaround)
 - Lead

Lead paint chips	\$15.00 per sample
Lead dust wipes	\$15.00 per sample
Lead air samples	\$15.00 per sample

Standard Prices. Call for volume discount.

No charge for standard vacuum pump sampling equipment. Media cost are included in analysis price. Prices are for standard 1 - 5-day turnaround. Standard turnaround for all lead samples and asbestos PCM and TEM air samples and asbestos PLM bulk samples is 24 hours. Normal turnaround for microbial analysis for spore traps is 48 hours and for culturable samples is 5 - 7 days. Rush turnaround available at designated laboratory surcharge, project-by-project basis at charges of one and one-half times (1.5x) laboratory charges to WCD.

3. Client acknowledges that mold is ubiquitous to the environment with mold amplification occurring when building materials are impacted by moisture. Client further acknowledges that site conditions are outside of WCD's control and that mold amplification will likely occur, or continue to occur, in the presence of moisture. As such, WCD cannot and shall not be held responsible for the occurrence or recurrence of mold amplification after sampling if complete remediation and water/moisture source is corrected.
4. Asbestos Inspections:
- a) The Client will be required to provide WCD access to all areas of the subject site. If WCD is required to make our own arrangements for access (e.g., scissor lift, scaffolding, extension ladders), this will be reflected in the invoice as an additional fee. The Client also acknowledges that they have received permission from the property owner for WCD to perform the above-referenced work. It is also understood by the Client that asbestos bulk sampling is a destructive method of sampling that may result in damage to the sampled surfaces. It is agreed by Client that repairs and/or restoration of all sampling surfaces and materials is not the responsibility of WCD. That is, all repairs and/or restoration of the sampling locations are the responsibility of the Client or others and are not included in the Scope of Services. This shall include, but is not limited to, floor, wall, ceiling surfaces, thermal system insulation, the roofing system, and all other suspect miscellaneous surfaces and materials.
 - b) Core samples taken of the building roofing system will be temporarily sealed with caulking or non-asbestos-containing flashing cement by the sampling technician. These repairs are temporary, and permanent repairs of these sampling locations are the responsibility of the Client or others and are not included in the Scope of Services. WCD assumes no liability or responsibility for any guarantees, warranties, and/or bonds that pertain to the roofing systems. Other limitations to the survey will be identified in the written report.
 - c) Although WCD will take great care to identify all asbestos-containing materials associated with the subject building, it is possible that asbestos-containing materials that are undocumented, not observed, or otherwise concealed on the subject property could exist. This survey cannot guarantee that the structure is free of all asbestos-containing materials. The survey will report only the findings of the suspect materials observed and the analytical results of the sampling performed at the time of the inspection. The inspection will be performed only in areas and spaces visible and physically accessible to the inspector at the time of the site visit. Inaccessible, hidden area, and otherwise concealed spaces and materials are omitted from this survey.

AGREED AND ACCEPTED BY: _____ Date: _____

Print Name: _____

Title: _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY TO AFFIRM AND EXTEND THE DESIGNATION OF GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION, NUNC PRO TUNC, AS THE REDEVELOPER FOR PROPERTY LOCATED WITHIN THE OCEAN BAYVIEW REDEVELOPMENT AREA

WHEREAS, at its November 21, 2014 Board of Commissioners meeting, the Agency authorized the designation of Garden State Episcopal Community Development Corporation as redeveloper of Agency owned properties located at 480 & 474 Ocean Avenue (Block 25201, Lots 1 & 71) respectively; and

WHEREAS, the Garden State Episcopal Development Corporation submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency to build four (4) units of affordable housing located at 480 & 474 Ocean Avenue (Block 25201, Lots 1 & 71); and

WHEREAS, said designation was last extended for ninety (90) days on June 21, 2016; and

WHEREAS, Agency staff are recommending that the designation be affirmed and extended for sixty (60) days to expire on January 13, 2017 with the option to extend the designation for an additional 30 days at the sole discretion of the Agency's Executive Director; and

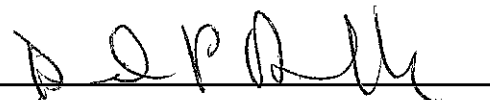
WHEREAS, the Redeveloper shall comply with all requirements from a design and construction standpoint as indicated within the Ocean Bayview Redevelopment Plan and as may be required by the Jersey City Planning Board and Agency staff.

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

1. The recitations above are incorporated herein as if set forth in length

2. The designation of Garden State Episcopal Community Development Corporation for Agency owned properties located at 480 & 474 Ocean Avenue (Block 25201, Lots 1 & 71) within the Ocean Bayview Redevelopment Area is hereby extended for a sixty (60) day period from the date of this resolution thru January 13, 2017, and is subject to an extension of an additional thirty (30) day period to be granted at the Executive Director's sole discretion as Redeveloper as having the option to negotiate a Redevelopment Agreement with the Jersey City Redeveloper Agency.

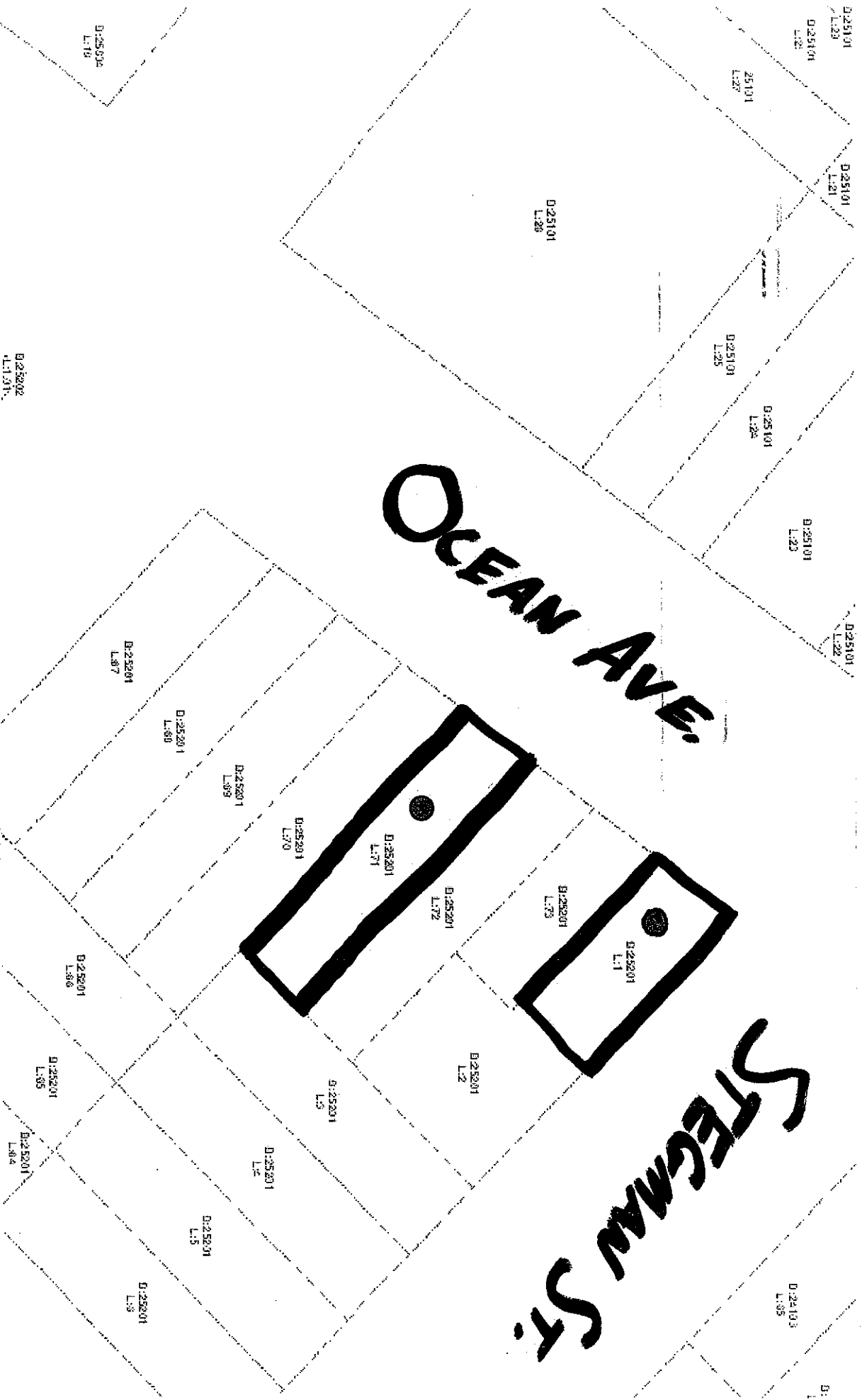
BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.


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 November 14, 2016

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

Choose County/Municipality



**RESOLUTION OF THE JERSEY CITY REDEVELOPMENT
AGENCY MAKING APPLICATION TO THE LOCAL
FINANCE BOARD PURSUANT TO N.J.S.A. 40A:5A-6,
N.J.S.A. 40A:12A-29(a)(3) AND N.J.S.A. 40A:12A-67(g) IN
CONNECTION WITH THE ISSUANCE OF CERTAIN
REDEVELOPMENT AREA BONDS**

WHEREAS, the City of Jersey City, in the County of Hudson, New Jersey (the "City") desires to enter into a Financial Agreement (the "Financial Agreement") with PH Urban Renewal LLC (the "Redeveloper") under the provisions of the Long Term Tax Exemption Law, N.J.S.A. 40A:20-1 et seq. (the "Tax Exemption Law"), and the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the "Redevelopment Bond Law"), in support of a redevelopment project to be undertaken by the Redeveloper consisting generally of the construction of a 52-story building which will consist of a mixed-use, mixed income development, consisting of approximately 750 residential units of which 5% shall be moderate income rental apartments and the remaining apartments will be market rate residential rental housing, and including approximately 18,464 square feet of retail/commercial space and a parking garage containing approximately 419 parking spaces, together with public improvements and infrastructure related thereto (collectively, the "Project"), within a designated "area in need of redevelopment" located within the City; and

WHEREAS, the Redeveloper has previously filed with the City its application for a long-term tax abatement as provided in the proposed Financial Agreement (the "Tax Abatement Application"), and the Municipal Council of the City has heretofore introduced an ordinance (the "Ordinance") approving the terms of a long-term tax exemption as requested by the Redeveloper, as reflected in a Financial Agreement to be entered into between the City and the Redeveloper (the "Financial Agreement"); and

WHEREAS, in the Tax Abatement Application, the Redeveloper has requested that a portion of the costs of the Project be financed through the issuance by the Jersey City Redevelopment Agency (the "Agency") of bonds in an amount sufficient to raise up to \$1,000,000 in project costs (the "RAB Bonds") pursuant to the Redevelopment Bond Law, the debt service for the repayment of which RAB Bonds will be derived from an assignment by the City to the trustee of the RAB Bonds of amounts payable by the Redeveloper in respect of the "Pledged Annual Service Charge", as such term is defined in the Financial Agreement, which Pledged Annual Service Charge shall be assigned by the City to the Agency and/or the trustee for the RAB Bonds pursuant to a Pledge and Assignment Agreement to be entered into between the City and the assignee(s) (the "Pledge Agreement"); and

WHEREAS, the Agency is authorized to issue the RAB Bonds pursuant to the Redevelopment Bond Law and the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40A:5A-6, prior to the adoption of a bond resolution by the Agency, the proposed project financing must be submitted to the Local Finance Board for its review; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-29(a)(3), the private sale of the RAB Bonds is subject to the prior approval of the Local Finance Board; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-67(g), a financial instrument (such as the RAB Bonds), whether issued by a municipality or an authority, that is secured in whole or in part by payments in lieu of taxes as provided in the Redevelopment Bond Law, is subject to the review and approval of the Local Finance Board; and

WHEREAS, on the basis of the representations made by the Redeveloper in the Tax Abatement Application, the Agency believes that:

- (a) it is in the public interest to accomplish such purposes;
- (b) said purposes or improvements are for the health, welfare, convenience or betterment of the inhabitants of the City;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the City and will not create an undue financial burden to be placed upon the City;

NOW THEREFORE, BE IT RESOLVED by the Jersey City Redevelopment Agency, as follows:

Section 1. An Application to the Local Finance Board reflecting the foregoing transaction (the "Application") is hereby approved, and the Agency's Executive Director, Assistant Executive Director, General Counsel, Chief Financial Officer, Bond/Redevelopment Counsel and Financial Advisor, along with other representatives of the Agency and/or the City, are hereby authorized to prepare such Application, to file such Application with the Local Finance Board, and to represent the Agency in matters pertaining thereto.

Section 2. The Secretary is hereby directed to prepare and file a copy of this Resolution, the introduced Ordinance and the proposed Financial Agreement and Pledge Agreement with the Local Finance Board as part of such Application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such Application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute(s).

Section 4. The Agency's Executive Director is hereby authorized and directed to determine all matters in connection with the Project not determined by this or subsequent resolution, all in consultation with Bond Counsel, and the manual or facsimile signature of the

Agency's Executive Director upon any documents shall be conclusive evidence as to all such determinations.

Section 5. This Resolution shall take effect immediately.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel Berman	✓			
Donald Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russel Verducci				✓

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 November 14, 2016.


SECRETARY

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT NUMBER 16-09-BD5 WITH BROWNFIELD SCIENCE & TECHNOLOGY INC. FOR EXTRAORDINARY AND UNSPECIFIABLE ENVIRONMENTAL SERVICES IN THE TURNKEY REDEVELOPMENT AREA.

WHEREAS, at its meeting of September 20, 2016 the Board of Commissioners authorized Contract No. 16-09-BD5 with Brownfield Science & Technology, Inc. (BSTI); and

WHEREAS, the Agency is in need of additional environmental groundwater investigations and prepare associated reports on Agency owned property at 441-457 Ocean Avenue and 79-81 Dwight Street (Block 25804, Lot 17, 18, 19, 20, and 21) in the Turnkey Redevelopment Area; and

WHEREAS, Brownfield Science & Technology, Inc., who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on March 23, 2016 in accordance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) as it pertains to awarding Fair & Open Contracts, was qualified to provide professional and extraordinary and unspecifiable services on April 19, 2016, by Resolution of the Board of Commissioners; and

WHEREAS, Brownfield Science & Technology, Inc. has submitted 2 proposals for environmental services dated November 2, 2016 in the total amount not to exceed \$22,500.00 (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 Extraordinary and Unspecifiable Services Contract No.16-09-BD5 with Brownfield Science & Technology, Inc. will be increased in the amount of \$22,500.00 for a new contract amount not to exceed \$234,278.00 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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓



November 2, 2016

Benjamin Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd floor
Jersey City, New Jersey 07302

Via: Electronic Mail to DelisleB@jcnj.org

**Re: Scope of Work and Estimated Costs
Post Soil Remediation - Monitoring Well Sampling and Abandonment
Turnkey Redevelopment Area
441 – 457 Ocean Avenue and 79-81 Dwight Street
Block 25804; Lots 17, 18, 19, 20, 21, 22, 23
Jersey City, New Jersey 07305**

Dear Mr. Delisle:

The purpose of this letter is to briefly summarize the scope and estimated costs associated with a one-time groundwater sampling event and the subsequent abandonment of eight (8) on-site monitoring wells at the above-referenced property. This will be the first round of groundwater sampling post soil remediation. The urgency of this scope of work is being contemplated based on pending construction activities that will likely destroy, or severely damage, the existing on-site monitoring well network.

The following two tasks summarize the scope and estimated costs fulfilling the one-time groundwater sampling event as well as the abandonment of the ten on-site monitoring wells. These two tasks are numerically sequenced into the existing and prior tasks for the project site.

Task 32 – On-site Groundwater Sampling

Following the NJDEP guidelines, BSTI will collect groundwater samples from the ten on-site monitoring wells: MW-02, MW-03, MW-1, MW-2, MW-3, MW-4, MW-5, MW-7, MW-2D, and MW-2I. To complete the data set, we will also sample MW-6 located across Dwight Street. The samples will be analyzed for TCL Volatiles (+TICs), TBA and 1,4-Dioxane.

The benefits of collecting samples from these wells prior to abandonment are: 1) this will be the only groundwater data available since 2014 and the first since soil remediation was completed; 2) we can assess the presence/absence of the recently-required analyte, 1,4-Dioxane, for inclusion/exclusion in

future sampling events; and 3) the results will better inform the location and quantity of replacement wells necessary after construction.

This task will require two on-site days to complete. The estimated cost to complete this task is \$8,000.

Task 33 – On-site Monitoring Well Abandonment

Regulations call for the proper abandonment of wells that are or will be destroyed during construction. As it will be impossible to abide by these regulations after construction, we are proposing to abandon the wells prior to construction activities. BSTI will work with our subcontractor AWT to properly abandon eight of the ten on-site monitoring wells listed in the task above. On-site monitoring wells MW-21 and MW-2D will not be abandoned and it will be up to the on-site contractors to maintain the integrity of the wells during construction. The cost also includes the generation and distribution of all related regulatory documentation. The cost estimate does not include the removal of monitoring well road boxes as we figured this would be more efficiently conducted during construction activities.

This task will require approximately two on-site days and would be scheduled to occur following receipt immediately following the above groundwater sampling event. The estimated cost to complete this task is \$7,500.

SUMMARY OF COSTS

The total estimated cost for implementation of the above two tasks is **\$15,500.00**. This cost estimate is provided for contracting and for budgetary planning purposes only. Actual costs will be billed on a time and materials basis according to BSTI standard rates. All costs will be clearly articulated on the monthly invoices and tracked specific to individual task numbers as the project progresses. In the event that costs overrun or out-of-scope work items are anticipated, JCRA will be notified at the earliest possible time.

We appreciate the opportunity to provide this scope of work and budgetary estimate.

Sincerely,

Brownfield Science & Technology, Inc.


Tony Finding, CHMM
Senior Project Manager



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE NEGOTIATION AND EXECUTION OF A REDEVELOPMENT AGREEMENT WITH NEW JERSEY CITY UNIVERSITY FOR THE REDEVELOPMENT OF A PORTION OF THE WEST CAMPUS REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A.* 40A:12A-1 *et seq.*), the City Council (the “**City Council**”) of the City of Jersey City (the “**City**”), acting by resolution, determined that the West Campus Redevelopment Area was an “area in need of redevelopment” in accordance with *N.J.S.A.* 40A:12A-6(b); and

WHEREAS, on February 9, 2005 the City Council approved Ordinance 05-007 adopting a redevelopment plan for the West Campus Redevelopment Area (as amended and supplemented from time to time, including on February 13, 2008 and January 27, 2010, the “**Redevelopment Plan**”); and

WHEREAS, New Jersey City University (the “**University**”) owns certain property located within the West Campus Redevelopment Area, including but not limited to that certain property identified on the official tax maps of the City as Block 21902.02, Lot 2; Block 21902.02, Lot 4; Block 21902.04, Lot 2; and Block 21902.04, Lot 4, and referred to within the Redevelopment Plan as Block 1, Block 2, Block 3 and Block 5B (collectively, the “**West Campus Area**”, as further described at Schedule A hereto); and

WHEREAS, pursuant to P.L. 2009, c. 90 (the “**P3 Act**”), the University determined to enter into a public-private partnerships to develop the West Campus Area; and

WHEREAS, on September 10, 2015, the New Jersey Economic Development Authority (the “**EDA**”) approved the University’s Higher Education Public Private Partnership Application pursuant to the P3 Act, which application incorporated the Redeveloper’s proposal to the University (the “**Initial EDA Approval**”); and

WHEREAS, on July 14, 2016, the EDA approved an amendment to the Initial EDA Approval (the “**Revised EDA Approval**”); and

WHEREAS, HC West Campus I Urban Renewal, LLC (“**HC I**”) and the University have entered into a Project Development Agreement dated September 25, 2015 and a Ground Lease dated September 25, 2015, pursuant to which agreements it is expected that HC I will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.04, Lot 4 and commonly known by reference to the Redevelopment Plan as Block 3 with a mixed-use development incorporating 163 residential rental units, approximately 10,048 square feet of retail space, and 177 parking spaces (the “**HC I Project**”); and

WHEREAS, HC West Campus II Urban Renewal, LLC ("**HC II**") and the University have entered into a Project Development Agreement dated September 25, 2015 and a Ground Lease dated September 25, 2015, pursuant to which agreements it is expected that HC II will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.02, Lot 4 and commonly known by reference to the Redevelopment Plan as Block 2, with a mixed use development incorporating 167 residential rental units, approximately 11,472 square feet of retail space, and 167 parking spaces (the "**HC II Project**"); and

WHEREAS, KKF Block 1 Urban Renewal, LLC ("**KKF Enterprises**") and the University have entered into a Project Development Agreement dated September 21, 2015 and a Ground Lease dated September 21, 2015, which agreements have been assigned by KKF Enterprises to KKF 1, and pursuant to which agreements it is expected that KKF 1 will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.02, Lot 2 and commonly known by reference to the Redevelopment Plan as Block 1, with a mixed-use development incorporating approximately 152 residential rental units which include 8 home occupation units, approximately 11,903 square feet of space to be leased for retail, restaurant and other permitted commercial uses, approximately 16 on-site, surface parking spaces, and approximately 23 on-site, private garage spaces, with the right to lease approximately 123 parking spaces in an adjacent lot owned by the University on Block 21902.02, Lot 2 (the "**KKF 1 Project**"); and

WHEREAS, KKF Enterprises and the University have entered into a Project Development Agreement (each of the Project Development Agreements entered into by and between the University and a Developer a "**PDA**", and collectively, the "**PDAs**") dated September 21, 2015 and a Ground Lease (each of the leases entered into by and between the University and a Developer, as may be amended from time to time, a "**Ground Lease**", and collectively, the "**Ground Leases**", and the Ground Leases together with the PDAs, the "**P3 Documents**") dated September 21, 2015, which agreements have been assigned by KKF Enterprises to KKF 5B, and pursuant to which agreements it is expected that KKF 5B will develop that parcel within the Project Area identified on the tax map of the City as Block 21902.04, Lot 2 and commonly known by reference to the Redevelopment Plan as Block 5B, with a residential development incorporating approximately 149 residential rental units, approximately 9,330 square feet of residential amenity space, and a parking garage that will contain 151 parking spaces (the "**KKF 5B Project**", and together with the HC I Project, the HC II Project, and the KKF 1 Project, the "**P3 Projects**"); and

WHEREAS, the Board of Trustees of the University adopted a Resolution dated June 22, 2015, authorizing and instructing Authorized Officers of the University to enter into any documents necessary and appropriate to complete the development of the P3 Projects; and

WHEREAS, the City Planning Board approved final subdivision for the P3 Projects on September 15, 2015; and

WHEREAS, on November 10, 2015, the City Planning Board reviewed the proposed P3 Projects pursuant to *N.J.S.A. 40:55D-31*, and found that the proposed plans and proposed P3 Projects

were consistent with the Redevelopment Plan and the Master Plan of the City of Jersey City (the September 15, 2015 and November 10, 2015 approvals collectively, the "**Planning Approvals**"); and

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**"), the University, the City, and the P3 Developers have entered into a Memorandum of Understanding dated as of September 29, 2016 (the "**MOU**"), setting forth their mutual understanding of the terms and conditions of the issuance of short or long term obligations (the "**Bonds**") by the City to fund a portion of the cost of certain infrastructure work to be undertaken by the University (as further described at Schedule B hereto, the "**Project**") as a redevelopment project within the Redevelopment Area in support of the P3 Projects; and

WHEREAS, the Redevelopment Law authorizes the Agency to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Agency has reviewed the proposal of Redeveloper and related submissions and has determined that in furtherance of the Agency's objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Agency's best interests to designate the Redeveloper as a redeveloper of the West Campus Area in accordance with the Redevelopment Law, and to enter into a Redevelopment Agreement with the Redeveloper for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the Project upon the West Campus Area, all in accordance with the Planning Approvals, the Redevelopment Plan, Applicable Law and the terms and conditions of the Redevelopment Agreement; and

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

I. GENERAL

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. EXECUTION OF REDEVELOPMENT AGREEMENT

(a) New Jersey City University is hereby designated as a redeveloper of the West Campus Area in accordance with the Redevelopment Law.

(b) The Chairman is hereby authorized to negotiate and execute a Redevelopment Agreement and the Executive Director is authorized to attest to the same, a form of which is attached hereto as Exhibit A, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(c) The Chairman, Vice Chairman, General Counsel, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to undertake all actions necessary to effectuate this Resolution.

3. SEVERABILITY


If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Agency.

V. EFFECTIVE DATE

This Resolution shall take effect immediately.


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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓

Exhibit A

Form of Redevelopment Agreement

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH HC WEST CAMPUS I URBAN RENEWAL, LLC FOR THE REDEVELOPMENT OF A PORTION OF THE WEST CAMPUS REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*), the City Council (the “**City Council**”) of the City of Jersey City (the “**City**”), acting by resolution, determined that the West Campus Redevelopment Area was an “area in need of redevelopment” in accordance with *N.J.S.A. 40A:12A-6(b)*; and

WHEREAS, on February 9, 2005 the City Council approved Ordinance 05-007 adopting a redevelopment plan for the West Campus Redevelopment Area (as amended and supplemented from time to time, including on February 13, 2008 and January 27, 2010, the “**Redevelopment Plan**”); and

WHEREAS, New Jersey City University (the “**University**”) owns certain property located within the West Campus Redevelopment Area, including but not limited to that certain property identified on the official tax maps of the City as Block 21902.04, Lot 4 and referred to within the Redevelopment Plan as Block 3 (the “**Project Premises**”); and

WHEREAS, pursuant to P.L. 2009, c. 90 (the “**P3 Act**”), the University determined to enter into a public-private partnership with HC West Campus Urban Renewal I, LLC (the “**Redeveloper**”) to develop the Project Premises; and

WHEREAS, on September 10, 2015, the New Jersey Economic Development Authority (the “**EDA**”) approved the University’s Higher Education Public Private Partnership Application pursuant to the P3 Act, which application incorporated the Redeveloper’s proposal to the University (the “**Initial EDA Approval**”); and

WHEREAS, on July 14, 2016, the EDA approved an amendment to the Initial EDA Approval (the “**Revised EDA Approval**”); and

WHEREAS, the Redeveloper and the University have entered into a “**Project Development Agreement**” dated September 25, 2015 and a “**Ground Lease**” dated September 25, 2015 (the Project Development Agreement and the Ground Lease collectively, the “**P3 Documents**”), and pursuant to which P3 Documents the Redeveloper will develop the Project Premises with a mixed-use development incorporating 163 residential rental units, approximately 10,048 square feet of retail space, and 177 parking spaces (collectively, the “**Project**”); and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”), the University, the City, the Redeveloper and certain other interested parties in the Redevelopment Area entered into a Memorandum of Understanding (the “**MOU**”), setting forth their mutual understanding of the

terms and conditions of the issuance of short or long term obligations (the “**Bonds**”) by the City to fund a portion of the cost of certain infrastructure work to be undertaken by the University as a redevelopment project within the Redevelopment Area in support of the Project and other redevelopment projects pursuant to that certain redevelopment agreement by and between the University and the Agency (the “**University RDA**”); and

WHEREAS, the City Planning Board approved final subdivision for the Project on September 15, 2015 (the “**Subdivision Approval**”); and

WHEREAS, on November 10, 2015, the City Planning Board passed a resolution memorializing its review of the Project pursuant to N.J.S.A. 40:55D-31, wherein it found that the proposed plans and proposed Project were consistent with the Redevelopment Plan and the Master Plan of the City of Jersey City (the “**Section 31 Approval**”, and together with the Subdivision Approval, the “**Planning Approvals**”); and

WHEREAS, the Redevelopment Law authorizes the Agency to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Developer was previously designated as redeveloper of the Property for a period of 120 days subject to the negotiation and execution of a redevelopment agreement with the Agency; and

WHEREAS, the Agency has reviewed the proposal of Redeveloper and related submissions and has determined that in furtherance of the Agency’s objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Agency’s best interests to designate the Redeveloper as redeveloper of the Project Premises in accordance with the Redevelopment Law, and to enter into a Redevelopment Agreement with the Redeveloper for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the Project upon the Project Premises, all in accordance with the Planning Approvals, the Redevelopment Plan, Applicable Law and the terms and conditions of this Agreement hereinafter set forth (the “**Redevelopment Agreement**”); and

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

I. **GENERAL**

The aforementioned recitals are incorporated herein as though fully set forth at length.

II. **EXECUTION OF REDEVELOPMENT AGREEMENT**

(a) HC West Campus I Urban Renewal, LLC is hereby designated as redeveloper of the Project Premises in accordance with the Redevelopment Law.

(b) The Chairman is hereby authorized to execute the Redevelopment Agreement and the Executive Director is authorized to attest to the same, a form of which is attached hereto as Exhibit A, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to effectuate the same.

(c) The Chairman, Vice Chairman, General Counsel, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to undertake all actions necessary to effectuate this Resolution.

3. SEVERABILITY

If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

IV. AVAILABILITY OF THE RESOLUTION

A copy of this resolution shall be available for public inspection at the offices of the Agency.

V. EFFECTIVE DATE

This Resolution shall take effect immediately.


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 November 14, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓

Exhibit A

Form of Redevelopment Agreement

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE FOLLOWING OFFICERS OF THE AGENCY HAVING
SIGNATORY RESPONSIBILITY ON BEHALF OF THE JERSEY
CITY REDEVELOPMENT AGENCY**

WHEREAS, the Jersey City Redevelopment Agency makes various bank related transactions requiring four officers of the Agency to have signatory responsibility on behalf of the Agency.

WHEREAS, in accordance with the By-Laws of the Jersey City Redevelopment Agency, the following officers of the Jersey City Redevelopment Agency have signatory responsibility on behalf of the Agency:

Rolando R. Lavarro, Jr., Chairman
Evelyn Farmer, Vice Chairwoman
David P. Donnelly, Executive Director
Christopher Fiore, Assistant Executive Director

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it hereby authorizes the preceding officers of the Agency to have signatory responsibility on behalf 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 its special meeting of November 14, 2016

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell J. Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF NOVEMBER 14, 2016**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of November 14, 2016..

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of November 14, 2016 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 November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAINED	ABSENT
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Artec Foster Wheeler Environmental & Infrastructure, Inc.								
Artec Foster Wheeler Environmental & I	10/27/2016	10/11/2016	Pre-Demolition Work	Historic fill stockpiles surrounding former JCN	\$189,280.00	\$0.00		\$189,280.00
<i>Totals for Artec Foster Wheeler Environmental & Infrastructure, Inc.:</i>					<u>\$189,280.00</u>	<u>\$0.00</u>		<u>\$189,280.00</u>
GRAND TOTALS:					\$189,280.00	\$0.00		\$189,280.00

Jersey City Redevelopment Agency
Cash Requirements Report
November Board Meeting

Report name: November Board Meeting
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (10/27/2016)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PINNACLE DEVELOPMENT GROUP, INC.								
PINNACLE DEVELOPMENT GROUP, 10/24/2016		10/24/2016	WorkOrder#032		\$156,534.23	\$0.00		\$156,534.23
			Totals for PINNACLE DEVELOPMENT GROUP, INC.:		\$156,534.23	\$0.00		\$156,534.23
			GRAND TOTALS:		\$156,534.23	\$0.00		\$156,534.23

Jersey City Redevelopment Agency
Cash Requirements Report
November Board Meeting

Report name: November Board Meeting
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (10/24/2016)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ASH URBAN DEVELOPMENT, LLC	10/24/2016	9/10/2016	Appli. #2	Environmental Remediation - Ash Street	\$218,831.35	\$0.00		\$218,831.35
ASH URBAN DEVELOPMENT, LLC				Totals for ASH URBAN DEVELOPMENT, LLC:	\$218,831.35	\$0.00		\$218,831.35
				GRAND TOTALS:	\$218,831.35	\$0.00		\$218,831.35

Jersey City Redevelopment Agency
Cash Requirements Report
November Board Meeting

Report name: New Cash Requirements Report
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (10/24/2016)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PINNACLE DEVELOPMENT GROUP, INC.								
PINNACLE DEVELOPMENT GROUP, 11/4/2016		11/4/2016	Work Order #033	Rehab of 665 Ocean Avenue	\$63,753.00	\$0.00		\$63,753.00
			Totals for PINNACLE DEVELOPMENT GROUP, INC.:		\$63,753.00	\$0.00		\$63,753.00
			GRAND TOTALS:		\$63,753.00	\$0.00		\$63,753.00

Jersey City Redevelopment Agency
Cash Requirements Report
November Board Meeting

Report name: November Board Meeting
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (11/4/2016)
Include all Post Statues
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
66 YORK STREET, LLC								
66 YORK STREET, LLC	11/14/2016	10/26/2016	December Rent	Rent Pymt for 66 York - 3rd flr	\$9,616.09	\$0.00		\$9,616.09
66 YORK STREET, LLC	11/14/2016	11/10/2016	December	Monthly Operating Expense	\$172.14	\$0.00		\$172.14
66 YORK STREET, LLC	11/14/2016	10/10/2016	December	Electric Payment	\$648.52	\$0.00		\$648.52
				Totals for 66 YORK STREET, LLC:	\$10,436.75	\$0.00		\$10,436.75
ABLE EQUIPMENT RENTAL								
ABLE EQUIPMENT RENTAL	11/14/2016	10/21/2016	175092	Equipment Rental - 665 Ocean	\$3,986.00	\$0.00		\$3,986.00
				Totals for ABLE EQUIPMENT RENTAL:	\$3,986.00	\$0.00		\$3,986.00
ADAMS RENMANN & HEGGAN ASSOCIATES								
ADAMS RENMANN & HEGGAN AS	11/14/2016	10/19/2016	59039	Morris Canal Bed Parcels Site Investigation	\$910.00	\$0.00		\$910.00
ADAMS RENMANN & HEGGAN AS	11/14/2016	8/17/2016	58409	Morris Canal Bed Parcels Site Investigation	\$1,567.50	\$0.00		\$1,567.50
				Totals for ADAMS RENMANN & HEGGAN ASSOCIATES:	\$2,477.50	\$0.00		\$2,477.50
ADMIRAL INSURANCE COMPANY								
ADMIRAL INSURANCE COMPANY	11/14/2016	11/3/2016	Deductible	Berinnace Kelly	\$449.40	\$0.00		\$449.40
ADMIRAL INSURANCE COMPANY	11/14/2016	10/26/2016	Deductible	Heien Covington - Deductible	\$165.00	\$0.00		\$165.00
				Totals for ADMIRAL INSURANCE COMPANY:	\$614.40	\$0.00		\$614.40
ALARM & COMMUNICATION TECHNOLOGIES								
ALARM & COMMUNICATION TECH	11/14/2016	10/26/2016	16Q3106	Fire Alarm Monitoring - Annual Fee 665 Ocea	\$360.00	\$0.00		\$360.00
				Totals for ALARM & COMMUNICATION TECHNOLOGIES:	\$360.00	\$0.00		\$360.00
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	11/14/2016	9/30/2016	4062683	Legal Svcs - Point Capital/Snydman Ave	\$5,000.00	\$0.00		\$5,000.00
ARCHER & GREINER, P.C.	11/14/2016	9/21/2016	4062690	Legal Svcs - Green on Pine LLC	\$2,765.15	\$0.00		\$2,765.15
				Totals for ARCHER & GREINER, P.C.:	\$7,765.15	\$0.00		\$7,765.15
BENJAMIN DELISLE								
BENJAMIN DELISLE	11/14/2016	11/9/2016	Travel Exp.	Travel Expense for October 2016	\$180.70	\$0.00		\$180.70
BENJAMIN DELISLE	11/14/2016	11/3/2016	Per Diem	League of Municipalities November 15 & 16	\$330.00	\$0.00		\$330.00
				Totals for BENJAMIN DELISLE:	\$510.70	\$0.00		\$510.70
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/13/2016	3208	Environmental Services - RLF	\$863.25	\$0.00		\$863.25
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/13/2016	3189	Environ. Svcs - Dwight & Ocean	\$1,596.00	\$0.00		\$1,596.00
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/14/2016	3190	Environ. Svcs - Petro	\$540.00	\$0.00		\$540.00
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/14/2016	2293	Environ. Svcs - Haz Sub	\$1,963.75	\$0.00		\$1,963.75
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/14/2016	3209	Environ. Svcs - Grand Jersey	\$534.75	\$0.00		\$534.75
BROWNFIELD REDEVELOPMENT S	11/14/2016	10/17/2016	3205	Environmental Svcs - Grant Ash St Site	\$3,045.00	\$0.00		\$3,045.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$8,542.75	\$0.00		\$8,542.75
BROWNFIELD SCIENCE & TECHNOLOGY								
BROWNFIELD SCIENCE & TECHNO	11/14/2016	10/7/2016	647-09.16	Environ. Svcs - Turnkey / Dwight & Ocean	\$1,875.00	\$0.00		\$1,875.00

Jersey City Redevelopment Agency

Cash Requirements Report

November Board Meeting

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CENTRAL PARKING SYSTEM								
CENTRAL PARKING SYSTEM	11/14/2016	11/3/2016		December	\$1,195.70	\$0.00		\$1,195.70
				Parking for 11 Spaces at Harborside				
				Totals for CENTRAL PARKING SYSTEM:	\$1,195.70	\$0.00		\$1,195.70
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	11/14/2016	11/14/2016		Aug & Oct	\$200.00	\$0.00		\$200.00
				Travel Expense				
				Totals for CHRISTOPHER FIORE:	\$200.00	\$0.00		\$200.00
COMCAST								
COMCAST	11/14/2016	10/20/2016		10/20/16	\$125.95	\$0.00		\$125.95
				Acct No. 8499 05 354 3083323				
				Totals for COMCAST:	\$125.95	\$0.00		\$125.95
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	11/14/2016	11/10/2016		December	\$133.59	\$0.00		\$133.59
				Monthly Maintenance Fee				
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$133.59	\$0.00		\$133.59
DAVID P. DONNELLY								
DAVID P. DONNELLY	11/14/2016	11/9/2016		Travel Exp.	\$189.84	\$0.00		\$189.84
				Travel Expense for September/October 2016				
				Totals for DAVID P. DONNELLY:	\$189.84	\$0.00		\$189.84
DAVISON, EASTMAN & MUNOZ, PA								
DAVISON, EASTMAN & MUNOZ, PA	11/14/2016	11/1/2016		339656	\$97.50	\$0.00		\$97.50
				Legal Svcs - Bayfront				
DAVISON, EASTMAN & MUNOZ, PA	11/14/2016	9/30/2016		338664	\$1,092.87	\$0.00		\$1,092.87
				Legal Svcs - Barnabus Health LLC				
DAVISON, EASTMAN & MUNOZ, PA	11/14/2016	10/5/2016		338665	\$5,621.00	\$0.00		\$5,621.00
				Legal Svcs - Barnabus Health LLC				
				Totals for DAVISON, EASTMAN & MUNOZ, PA:	\$6,811.37	\$0.00		\$6,811.37
DIANA JEFFREY								
DIANA JEFFREY	11/14/2016	10/25/2016		Dental	\$279.50	\$0.00		\$279.50
				Reimbursement - Self				
				Totals for DIANA JEFFREY:	\$279.50	\$0.00		\$279.50
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	11/14/2016	11/9/2016		Reimbursement	\$568.00	\$0.00		\$568.00
				Dental \$370 & Optical Exp. \$198				
				Totals for ELIZABETH VASQUEZ:	\$568.00	\$0.00		\$568.00
ERIC M. BERNSTEIN & ASSOCIATES, LLC								
ERIC M. BERNSTEIN & ASSOCIATES	11/14/2016	10/5/2016		43199	\$3,105.00	\$0.00		\$3,105.00
				Legal Services - Janet Hanna				
				Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC:	\$3,105.00	\$0.00		\$3,105.00
FITCHBURG MUTUAL								
FITCHBURG MUTUAL	11/14/2016	10/25/2016		P600940	\$629.75	\$0.00		\$629.75
				Policy Renewal - Office Contents				
				Totals for FITCHBURG MUTUAL:	\$629.75	\$0.00		\$629.75
FLANAGAN CONTRACTING GROUP, INC.								
FLANAGAN CONTRACTING GROUP	11/14/2016	10/25/2016		19	\$138,199.75	\$0.00		\$138,199.75
				Construction Svcs - BLP Phase IV				

Jersey City Redevelopment Agency

Cash Requirements Report

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
FLORIO KENNY RAVAI, LLP								
Totals for FLANAGAN CONTRACTING GROUP, INC.:					\$138,199.75	\$0.00		\$138,199.75
FLORIO KENNY RAVAI, LLP	11/14/2016	8/31/2016	102118	Legal Svcs - Beloved Community Charter Sch	\$560.00	\$0.00		\$560.00
FLORIO KENNY RAVAI, LLP	11/14/2016	9/30/2016	102515	Legal Svcs - Beloved Community Charter Sch	\$630.00	\$0.00		\$630.00
FLORIO KENNY RAVAI, LLP	11/14/2016	8/31/2016	102119	Legal Svcs - ICRA to Bayonne MUA	\$297.50	\$0.00		\$297.50
FLORIO KENNY RAVAI, LLP	11/14/2016	9/30/2016	102516	Legal Svcs - ICRA to Bayonne MUA	\$1,627.50	\$0.00		\$1,627.50
FLORIO KENNY RAVAI, LLP	11/14/2016	9/26/2016	102514	Legal Svcs - 447 Ocean Ave	\$87.50	\$0.00		\$87.50
FLORIO KENNY RAVAI, LLP	11/14/2016	9/30/2016	102518	Legal Svcs - ICRA to Genesis Ocean Assoc.	\$402.50	\$0.00		\$402.50
FLORIO KENNY RAVAI, LLP	11/14/2016	8/31/2016	102115	Legal Svcs - GND Builders - Pamar	\$210.00	\$0.00		\$210.00
FLORIO KENNY RAVAI, LLP	11/14/2016	8/31/2016	102121	Legal Svcs - GND Builders - Pamar	\$70.00	\$0.00		\$70.00
FLORIO KENNY RAVAI, LLP	11/14/2016	9/30/2016	102517	Legal Svcs - GND Builders - Pamar	\$35.00	\$0.00		\$35.00
Totals for FLORIO KENNY RAVAI, LLP:					\$3,920.00	\$0.00		\$3,920.00
GOVERNANCE & FISCAL AFFAIRS, LLC								
GOVERNANCE & FISCAL AFFAIRS, I	11/14/2016	10/26/2016	October	Purchasing Consulting Services	\$1,350.00	\$0.00		\$1,350.00
GOVERNANCE & FISCAL AFFAIRS, I	11/14/2016	10/26/2016	November	Purchasing Consulting Service	\$1,350.00	\$0.00		\$1,350.00
GOVERNANCE & FISCAL AFFAIRS, I	11/14/2016	11/4/2016	Purchasing Seminar	Intro to Purchasing Seminar 12/09/16	\$1,500.00	\$0.00		\$1,500.00
Totals for GOVERNANCE & FISCAL AFFAIRS, LLC:					\$4,200.00	\$0.00		\$4,200.00
HEATHER KUMER								
HEATHER KUMER	11/14/2016	11/3/2016	11/10/16	Reimbursement for ICLE Course	\$205.00	\$0.00		\$205.00
Totals for HEATHER KUMER:					\$205.00	\$0.00		\$205.00
HECHT TRAILER, LLC								
HECHT TRAILER, LLC	11/14/2016	10/31/2016	Trailer Rental	665 Ocean - Inv#R1492249/R1492238/R14926	\$553.80	\$0.00		\$553.80
Totals for HECHT TRAILER, LLC:					\$553.80	\$0.00		\$553.80
HODULIK & MORRISON, PA								
HODULIK & MORRISON, PA	11/14/2016	11/2/2016	3rd Qtr 2016	Accounting Svcs - CFO/Comptroller	\$15,500.00	\$0.00		\$15,500.00
Totals for HODULIK & MORRISON, PA:					\$15,500.00	\$0.00		\$15,500.00
HOME DEPOT CREDIT SERVICES								
HOME DEPOT CREDIT SERVICES	11/14/2016	10/21/2016	Sept & October	Building Supplies at 665 Ocean Ave	\$22,212.78	\$0.00		\$22,212.78
Totals for HOME DEPOT CREDIT SERVICES:					\$22,212.78	\$0.00		\$22,212.78
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	11/14/2016	11/8/2016	Recording Fees	Activity Between: 1/01/16 and 10/21/16	\$447.00	\$0.00		\$447.00
Totals for HUDSON COUNTY REGISTER:					\$447.00	\$0.00		\$447.00
IN-LINE AIR CONDITIONING CO.,								
IN-LINE AIR CONDITIONING CO.,	11/14/2016	9/28/2016	0000072703	Add Boilers to New Control Systems	\$2,100.00	\$0.00		\$2,100.00
IN-LINE AIR CONDITIONING CO.,	11/14/2016	9/29/2016	0000042704	Leak Test and Repair Rm 212	\$1,980.00	\$0.00		\$1,980.00
IN-LINE AIR CONDITIONING CO.,	11/14/2016	9/26/2016	0000042702	Replace Damper Actuator in Kitchen	\$895.00	\$0.00		\$895.00
Totals for IN-LINE AIR CONDITIONING CO.,:					\$4,975.00	\$0.00		\$4,975.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
J & B LANDSCAPE, INC.								
J & B LANDSCAPE, INC.	11/14/2016	10/19/2016	25271	Betz - Monthly Maintenance	\$1,097.50	\$0.00		\$1,097.50
				Totals for J & B LANDSCAPE, INC.:	\$1,097.50	\$0.00		\$1,097.50
JOHN TO GO								
JOHN TO GO	11/14/2016	10/13/2016	A-40226	Monthly Rental - 661 Ocean	\$400.00	\$0.00		\$400.00
				Totals for JOHN TO GO:	\$400.00	\$0.00		\$400.00
JOHNNY ON THE SPOT, LLC								
JOHNNY ON THE SPOT, LLC	11/14/2016	11/4/2016	0000237891	Berry Lane Park	\$559.16	\$0.00		\$559.16
				Totals for JOHNNY ON THE SPOT, LLC:	\$559.16	\$0.00		\$559.16
JOHNSTON COMMUNICATIONS								
JOHNSTON COMMUNICATIONS	11/14/2016	10/7/2016	Appl. #3	Berry Lane Park - Telecommunication Equipmt	\$4,982.94	\$0.00		\$4,982.94
				Totals for JOHNSTON COMMUNICATIONS:	\$4,982.94	\$0.00		\$4,982.94
MCAMANNON, SCOTLAND & BAUMANN, LLC								
MCAMANNON, SCOTLAND & BAU	11/14/2016	9/29/2016	143436	Professional Services - Berry Lane Park	\$192.50	\$0.00		\$192.50
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142289	Legal Svcs - West Campus NJCU	\$2,282.50	\$0.00		\$2,282.50
MCAMANNON, SCOTLAND & BAU	11/14/2016	9/29/2016	142677	Legal Svcs - 125 Monitor St	\$7,840.19	\$0.00		\$7,840.19
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142288	Legal Svcs - Garnd Jersey	\$2,187.50	\$0.00		\$2,187.50
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142676	Legal Svcs - SciTech City	\$9,570.00	\$0.00		\$9,570.00
MCAMANNON, SCOTLAND & BAU	11/14/2016	9/29/2016	142678	Legal Svcs - 101 Newkirk	\$2,024.17	\$0.00		\$2,024.17
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142290	Legal Svcs - Mics. Board Meeting Coverage	\$595.00	\$0.00		\$595.00
MCAMANNON, SCOTLAND & BAU	11/14/2016	9/29/2016	142680	Legal Svcs - 100 Hoboken Ave	\$1,133.52	\$0.00		\$1,133.52
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142287	Legal Svcs - One Journal Sq	\$157.50	\$0.00		\$157.50
MCAMANNON, SCOTLAND & BAU	11/14/2016	9/29/2016	142679	Legal Svcs - Johnston View Owner	\$212.48	\$0.00		\$212.48
MCAMANNON, SCOTLAND & BAU	11/14/2016	8/31/2016	142675	Legal Svcs - PPG Redevelopment	\$4,523.77	\$0.00		\$4,523.77
				Totals for MCAMANNON, SCOTLAND & BAUMANN, LLC:	\$30,719.13	\$0.00		\$30,719.13
METLIFE								
METLIFE	11/14/2016	10/26/2016	12/02/16	Deferred Salary Per Attached	\$200.00	\$0.00		\$200.00
METLIFE	11/14/2016	10/26/2016	12/16/16	Deferred Salary Per Attached	\$200.00	\$0.00		\$200.00
				Totals for METLIFE:	\$400.00	\$0.00		\$400.00
MILLENNIUM COMMUNICATIONS GROUP, INC								
MILLENNIUM COMMUNICATIONS C	11/14/2016	8/31/2016	Appl. #6	Berry Lane Surveillance Project	\$14,530.45	\$0.00		\$14,530.45
				Totals for MILLENNIUM COMMUNICATIONS GROUP, INC:	\$14,530.45	\$0.00		\$14,530.45
MODULAR SPACE CORPORATION								
MODULAR SPACE CORPORATION	11/14/2016	10/19/2016	501786830	Berry Lane	\$569.50	\$0.00		\$569.50
				Totals for MODULAR SPACE CORPORATION:	\$569.50	\$0.00		\$569.50
MOISHE'S MOVING SYSTEMS								
MOISHE'S MOVING SYSTEMS	11/14/2016	10/1/2016	December	Storage at Dey Street	\$700.00	\$0.00		\$700.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MYKL, LLC								
Totals for MOISHE'S MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
MYKL, LLC	11/14/2016	9/12/2016	164	Legal Svcs - Liberty National/WA Golf	\$122.50	\$0.00		\$122.50
MYKL, LLC	11/14/2016	9/12/2016	163	Legal Svcs - Kerrigan/Mocco	\$595.00	\$0.00		\$595.00
MYKL, LLC	11/14/2016	9/12/2016	166	Legal Svcs - 975 Garfield Ave - RYMS Realty	\$980.00	\$0.00		\$980.00
MYKL, LLC	11/14/2016	9/12/2016	162	Legal Svcs - 233 Newark Ave	\$1,635.00	\$0.00		\$1,635.00
MYKL, LLC	11/14/2016	9/12/2016	165	Legal Svcs - Black Bear	\$972.50	\$0.00		\$972.50
Totals for MYKL, LLC:					\$4,305.00	\$0.00		\$4,305.00
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	11/14/2016	6/30/2016	22411	Legal Svcs - NJCU	\$6,022.50	\$0.00		\$6,022.50
NW FINANCIAL GROUP, LLC	11/14/2016	9/30/2016	22615	Legal Svcs - NJCU	\$772.50	\$0.00		\$772.50
NW FINANCIAL GROUP, LLC	11/14/2016	5/31/2016	22330	Legal Svcs - NJCU	\$10,728.75	\$0.00		\$10,728.75
Totals for NW FINANCIAL GROUP, LLC:					\$17,523.75	\$0.00		\$17,523.75
PITNEY BOWES CREDIT CORPORATION								
PITNEY BOWES CREDIT CORPORATION	11/14/2016	10/10/2016	Quarterly	Lease payment for Stamp Machine	\$342.00	\$0.00		\$342.00
Totals for PITNEY BOWES CREDIT CORPORATION:					\$342.00	\$0.00		\$342.00
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	11/14/2016	10/31/2016	665 Ocean	Monthly Payment for 665 Ocean Utilities	\$85.03	\$0.00		\$85.03
PUBLIC SERVICE ELECTRIC & GAS	11/14/2016	10/31/2016	Flr 2, 9/15 - 10/14	Gas & Electric - 292 MLK Flr. 2	\$8.14	\$0.00		\$8.14
PUBLIC SERVICE ELECTRIC & GAS	11/14/2016	10/31/2016	Flr 1, 9/15 - 10/14	Gas & Electric - 292 MLK Flr. 1	\$20.82	\$0.00		\$20.82
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$113.99	\$0.00		\$113.99
REMINGTON VERNICK & ARANGO ENGINEERS, INC.								
REMINGTON VERNICK & ARANGO	11/14/2016	8/10/2016	0906H001-1	Obtaining permits for sanitary and water @ 6	\$1,995.00	\$0.00		\$1,995.00
Totals for REMINGTON VERNICK & ARANGO ENGINEERS, INC.:					\$1,995.00	\$0.00		\$1,995.00
RENT-A-FENCE, INC.								
RENT-A-FENCE, INC.	11/14/2016	10/26/2016	0015947-JN	Berry Lane Pk - Fence	\$6,539.00	\$0.00		\$6,539.00
Totals for RENT-A-FENCE, INC.:					\$6,539.00	\$0.00		\$6,539.00
SEDITA, CAMPISANO & CAMPISANO, LLC								
SEDITA, CAMPISANO & CAMPISANO	11/14/2016	10/24/2016	7160	Legal Svcs - MacElroy, Inc	\$140.00	\$0.00		\$140.00
Totals for SEDITA, CAMPISANO & CAMPISANO, LLC:					\$140.00	\$0.00		\$140.00
T&M ASSOCIATES								
T&M ASSOCIATES	11/14/2016	10/24/2016	DAP310145	Environ. Svcs	\$1,078.25	\$0.00		\$1,078.25
Totals for T&M ASSOCIATES:					\$1,078.25	\$0.00		\$1,078.25
THE EVENING JOURNAL ASSOCIATION								
THE EVENING JOURNAL ASSOCIATION	11/14/2016	10/31/2016	1147810	Public Notices - Articles for October 2016	\$208.56	\$0.00		\$208.56
Totals for THE EVENING JOURNAL ASSOCIATION:					\$208.56	\$0.00		\$208.56

Jersey City Redevelopment Agency

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	11/14/2016	10/23/2016	65784198	Monthly Lease Pymt - Copier	\$1,180.79	\$0.00		\$1,180.79
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,180.79	\$0.00		\$1,180.79
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	11/14/2016	10/18/2016	162007230	Site Remediation - Droyers Point - Permit Fee	\$255.00	\$0.00		\$255.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$255.00	\$0.00		\$255.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	11/14/2016	10/31/2016	964297	Water & Cooler Rental	\$30.35	\$0.00		\$30.35
				Totals for TWIN ROCKS SPRING WATER:	\$30.35	\$0.00		\$30.35
U.S. GREEN BUILDING COUNCIL								
U.S. GREEN BUILDING COUNCIL	11/14/2016	6/7/2016	0090982819	USGBC Organizational Membership	\$300.00	\$0.00		\$300.00
				Totals for U.S. GREEN BUILDING COUNCIL:	\$300.00	\$0.00		\$300.00
VALUE RESEARCH GROUP, LLC								
VALUE RESEARCH GROUP, LLC	11/14/2016	10/13/2016	18021	Appraisal Services - 671 Palisade Ave	\$500.00	\$0.00		\$500.00
				Totals for VALUE RESEARCH GROUP, LLC:	\$500.00	\$0.00		\$500.00
VERIZON								
VERIZON	11/14/2016	10/23/2016	9774270980	Agency Phones	\$315.22	\$0.00		\$315.22
				Totals for VERIZON:	\$315.22	\$0.00		\$315.22
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	11/14/2016	11/3/2016	39087540	Office Supplies	\$24.10	\$0.00		\$24.10
W. B. MASON CO., INC.	11/14/2016	10/13/2016	138505733	Office Supplies	\$1,743.94	\$0.00		\$1,743.94
				Totals for W. B. MASON CO., INC.:	\$1,768.04	\$0.00		\$1,768.04
WCD CONSULTANTS								
WCD CONSULTANTS	11/14/2016	7/20/2016	0716012	Environ. Scvs - 100 Hoboken	\$5,000.00	\$0.00		\$5,000.00
				Totals for WCD CONSULTANTS:	\$5,000.00	\$0.00		\$5,000.00
WILLIAM J. GUARINI, INC.								
WILLIAM J. GUARINI, INC.	11/14/2016	10/24/2016	WG28669	Infrastructure - 665 Ocean Avenue	\$11,000.00	\$0.00		\$11,000.00
				Totals for WILLIAM J. GUARINI, INC.:	\$11,000.00	\$0.00		\$11,000.00
GRAND TOTALS:					\$346,573.91	\$0.00		\$346,573.91

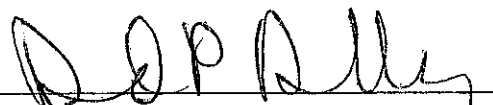
Jersey City Redevelopment Agency
Cash Requirements Report
November Board Meeting

Report name: November Board Meeting
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (11/14/2016)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
NOVEMBER 14, 2016**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency
have received copies of the Personnel List as of November 14, 2016

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the
Jersey City Redevelopment Agency that the Personnel List as of November 14, 2016 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 November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
EXTENDING THE DESIGNATION OF NORTH RIVER
DEVELOPMENT, LLC AS REDEVELOPER FOR PROPERTY
LOCATED AT BLOCK 11603, LOT 7 (UNDERWATER
PROPERTY) LOCATED IN THE HARSIMUS COVE
STATION REDEVELOPMENT AREA**

WHEREAS, by Resolution of the Board of Commissioners dated August 18, 2015, as extended on June 21, 2016, North River Development, LLC (hereinafter "Developer") was conditionally designated Developer for the construction of a mixed use project consisting of a luxury hotel, marina, 2 million square feet of commercial space, and several acres of open passive park space (the "Resolution"); and

WHEREAS, the parties are engaged in active negotiations regarding the terms and conditions of a Redevelopment Agreement between the parties; and

WHEREAS, without relinquishing any rights conferred by the designation, the parties have agreed to permit Citigroup to investigate development of a ferry dock in the development area; and

WHEREAS, staff deems it appropriate to extend the conditional designation for an additional one hundred eighty (180) days, with an additional ninety (90) days extension at the discretion of the Executive Director to allow the parties to complete the negotiation of the terms of a Redevelopment Agreement.

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

1. The above recitals are incorporated herein as if set forth at length; and
2. The conditional designation of North River Development, LLC for property located at Block 11603 Lot 7 (underwater parcel) is hereby extended one hundred eighty (180) days with an additional ninety (90) day extension at the discretion of the Executive Director.

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 14, 2016.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Samuel A. Berman	✓			
Donald R. Brown	✓			
Diane Coleman				✓
Evelyn Farmer				✓
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Russell Verducci				✓