

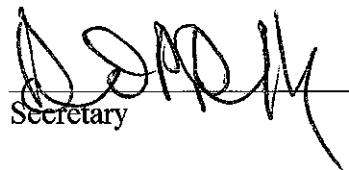
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING GOING INTO EXECUTIVE SESSION TO  
DISCUSS CERTAIN MATTERS**

**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 :current and potential litigation; personnel matters and development negotiations; and

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

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated October 20, 2015.

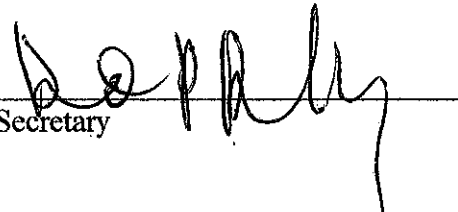
<b>RECORD OF COMMISSIONERS VOTE</b>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Diane Coleman	✓			
Evelyn Farmer	✓			
Erma D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell Verducci	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED SEPTEMBER 15, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated September 15, 2015 for their review and approval.

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

Secretary



Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated October 20, 2015.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING OF SEPTEMBER 15, 2015**

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

**WHEREAS**, the following issues were discussed: 1) litigation, personnel and development negotiations.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of September 15, 2015 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated October 20, 2015

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CORRECTING RESOLUTION NOS. 15-06-4 AND 15-07-4 TO REFLECT AN EXPIRATION DATE FOR THE DESIGNATION OF REDEVELOPERS AFFILIATED WITH THE ABANDONED PROPERTIES REHABILITATION ACT**

**WHEREAS**, at its meetings of June 16, 2015 and July 21, 2015 the Board of Commissioners designated the following firms for rehabilitation of properties on the City of Jersey City's "Abandoned Properties Rehabilitation Act" list: Garden State Episcopal CDC; New Jersey Community Capital; Santomauro General Contracting, LLC; Chamunda Ma Wright; Peron Development; Pinnacle Development, The Franklin Development Group; Alliance Construction; BGT Enterprises and Priore Construction; and

**WHEREAS**, after passage of the resolutions Agency staff ascertained that an expiration date for the designation period was omitted; and

**WHEREAS**, in keeping in line with Agency procedures, all designating resolutions contain an expiration date allowing the Agency the right to seek other entities for projects in cases where a designated Redeveloper fails to successfully negotiate an agreement with the Agency; and

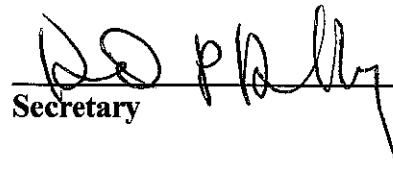
**WHEREAS**, Agency staff deem it appropriate to allow the designations noted above to remain in effect until December 31, 2015 with an option to extend said designation for an additional 30 days at the sole discretion of the Agency's Executive Director; and

**WHEREAS**, the Board of Commissioners wishes to amend Resolutions 15-06-4 and 15-07-4 to reflect an expiration date as noted above.

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

length; 2) Resolution Nos. 15-06-4 and 15-07-4 are hereby ratified to incorporate December 31, 2015 as the expiration date for the designations of: Garden State Episcopal CDC; New Jersey Community Capital; Santomauro General Contracting, LLC; Chamunda Ma Wright; Peron Development; Pinnacle Development, The Franklin Development Group; Alliance Construction; BGT Enterprises and Priore Construction; 3) an option to extend designation for an additional 30 day period at the sole discretion of the Agency's Executive Director is hereby granted.

**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 October 20, 2015.**

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION 550 JOHNSTON AVENUE, LLC AS DEVELOPER FOR PROPERTY WITHIN THE BEACON REDEVELOPMENT AREA**

**WHEREAS**, 550 Johnston Avenue, LLC (an affiliate of Building Land Technology, developer for the Beacon Project) (hereinafter referred to as “Developer”) made a formal presentation to the Jersey City Redevelopment Agency for the acquisition and future development of property located within the Beacon Redevelopment Area; and

**WHEREAS**, by Resolution of the Board of Commissioners dated April 21, 2015, 550 Johnston Avenue, LLC was designated as Redeveloper for the site:

**WHEREAS**, said designation is about to expire and it is necessary to extend the designation to allow time for the parties to negotiate a Redevelopment Agreement; and

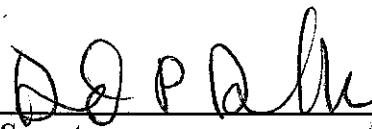
**WHEREAS**, Agency staff are recommending a 90 day extension to expire on January 31, 2016 with the option to extend the designation for an additional 30 days at the sole discretion of the Agency’s Executive Director.

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

- 1) the above recitations are incorporated herein as if set forth at length; and
- 2) the designation of 550 Johnston Avenue, LLC is hereby extended thru January 31, 2016; and

- 3) the Executive Director is hereby authorized to extend the designation for an additional 30 day period; and
- 4) Redeveloper is responsible for and assumes all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.

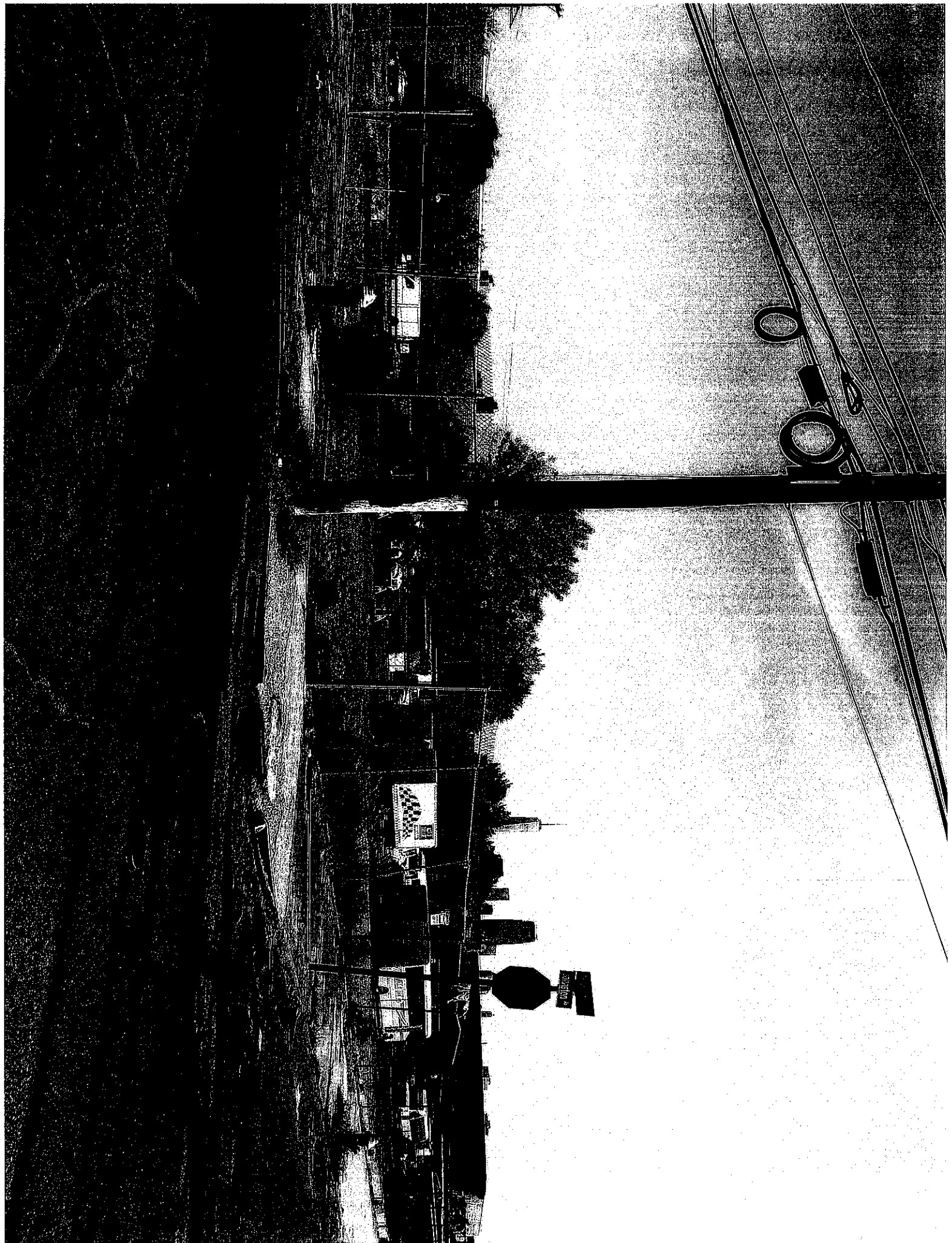
**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution subject to the review and approval of the Agency's General Counsel.

  
 \_\_\_\_\_  
 Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of October 20, 2015.**

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

H:\WPDOCS\MP\Beacon\550 Johnston Avenue\Designation Extension Reso.wpd





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

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

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

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

**WHEREAS**, T & M Associates has submitted a proposal for environmental services dated October 5, 2015 in the amount not to exceed \$30,000.00 for a new contract amount not to exceed \$137,100.00 (attached); and

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

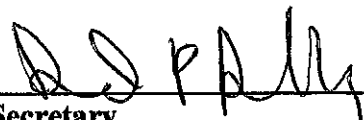
**WHEREAS**, funds for the work will be provided by the Agency; and

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

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

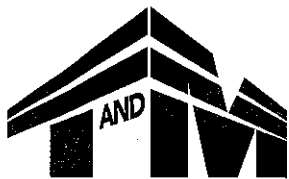
**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.14-05-BD7 with T & M Associates is hereby amended and increased by \$30,000.00 for a new contract amount not to exceed \$137,100.00 and is extended for a period of one year.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of October 20, 2015.**

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



| YOUR GOALS. OUR MISSION.

AGREEMENT MODIFICATION TO T&M PROJECT JCRA-00020

T & M PROJECT No. JCRA-00020

Agreement Modification No.: 4

Project Name: Professional Services Proposal - Chromate Site #132

Original Agreement Date: 7/16/2014

Modification Amount: \$30,000.00

Description of Modification:

Scope of Services: See Attached description of Scope of Services

Schedule of Fees: See Original Agreement, (TMOH-13862)

Terms & Conditions (or other) See Original Agreement

Reason for Modification: Client Initiated \_\_\_\_\_ T&M Request X

Original Agreement Amount: \$ 27,100.00

Net Prior Modifications  
Including Agreement

Modification(s) 1, 2 & 3: \$ 80,000.00

Amount of this Modification: \$ 30,000.00

Revised Agreement Amount: \$ 137,100.00

No services to be provided pursuant to this Agreement Modification until accepted by Client and T&M. All provisions of the original Agreement will not be changed by this and prior modifications remain in effect.

CLIENT: Benjamin Delisle

**T&M ASSOCIATES**

Signature: \_\_\_\_\_

Name: Benjamin Delisle

Title: Director of Development

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

Signature: 

Name: Jaclyn Flor

Title: Client Manager

Date: 10/5/15



## **PROJECT BACKGROUND and SCOPE OF SERVICES**

T&M Associates (T&M) is currently providing environmental consulting services in response to the Jersey City Redevelopment Agency (JCRA) request for proposal (RFP) for Chromate Site #132 located at 824 Garfield Avenue. Since additional services will be necessary to address the engineering and environmental requirements at the Garfield Avenue Sites and various issues for the overall Canal Crossing Development (e.g. stormwater, drainage, grading, capillary break review, etc.), T&M has prepared this Agreement Modification No. 4.

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

The following is a summary of the proposed scope of services to be provided by T&M as part of Agreement Modification No. 4 (AM-4).

### **Item 10/Additional Engineering Assistance**

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

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

*End of Agreement Modification*

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING THE AWARD OF A PROFESSIONAL  
SERVICES CONTRACT NO. 15-10-BD10 WITH DRESDNER  
ROBIN ENVIRONMENTAL MANAGEMENT FOR SURVEY  
WORK IN THE GRAND JERSEY REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (N.J.S.A.40A:12A-1 et seq.) the Agency requires professional services for the undertaking of and carrying out of redevelopment projects from time to time; and

**WHEREAS**, Agency desires to further survey studies, north of the light rail, in the Grand Jersey Redevelopment Area in preparation of the subdivision of City owned property (Block 15801, lots 3 and 4) and to stimulate redevelopment of the area (see attached map); and

**WHEREAS**, pursuant to the Redevelopment and Housing Law, N.J.S.A. 40A:12A-8(e), the Agency is authorized to enter into a contract for the provision of professional services by a licensed surveyor; and

**WHEREAS**, pursuant to the Local Public Contracts Law N.J.S.A. 40A:11-5 and N.J.A.C. 5:34-1.1, these survey services performed by a licensed surveyor are considered professional services and therefore exempt from public bidding.

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

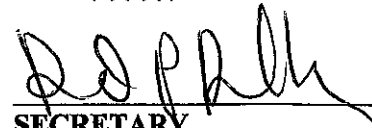
**WHEREAS**, Dresdner Robin Environmental Management has submitted a proposal on October 19, 2015 indicating they will provide survey services for \$17,000.00 (see attached); and

**WHEREAS**, funds for the work will be provided for by the Agency and/or reimbursed by the City upon the sale of City owned property within the Grand Jersey Redevelopment Area; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes entering into contract no. 15-10-BD10 with Dresdner Robin Environmental Management as described herein; and,

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

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

  
**SECRETARY**

**Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of October 20, 2015.**

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

October 19, 2015

Mr. Benjamin Delisle  
Jersey City Redevelopment Agency  
30 Montgomery Street  
Jersey City, New Jersey 07302

RE: Parcel Subdivision  
Grand Jersey Redevelopment Area

Dear Mr. Delisle:

Dresdner Robin is pleased to submit this services proposal for preparation of a Boundary Survey and Subdivision Plan for Block 15801, Lots 3 and 4 in the Grand Jersey Redevelopment Area (Grand Jersey). We have previously developed a schematic parcel and right-of-way plan and field surveyed existing title boundaries within Grand Jersey. We understand for this phase of the work you desire to update the current boundary work, review title and identify any discrepancies, and prepare an initial subdivision of two properties north of the light rail alignment creating two development lots and an extension of the Monmouth Street Right-of-Way, and prepare for filing a right-of-way map based upon a final roadway alignment to be determined by the Jersey City Redevelopment Agency.

**Work Scope:**

- Review title reports provided by Client, refine the current plotting of each parcel with associated easements, encumbrances etc.
- Develop a plan that per Client direction, realigns parcel boundaries, documents the parcel transfers to be undertaken, and develop a metes and bounds description for each resulting property.
- Identify potential deed overlaps and gores that would need to be resolved in order to perfect the subdivision plan.
- Overlay any deed restrictions etc.
- Produce a CAD based boundary plan use in subdivision
- Finalize roadway alignment, set overall parcels, blocks, roadway alignments and widths.
- Subdivision calculations provide full metes and bounds annotations on all blocks, parcels, roadways.
- Document easements remaining in effect post subdivision.
- Produce subdivision plan in compliance with Title Recordation Law.
- Attend meetings with Client and Client designated parties as required.

## DRESDNER ROBIN

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Engineering  
Environmental  
Planning  
Land Survey  
Landscape  
Architecture  
Real Estate  
Consulting

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1 Evertrust Plaza,  
Suite 901  
P.O. Box 38  
Jersey City, NJ 07302  
201.217.9200  
201.217.9607 FAX

603 Mattison Ave  
Suite 201  
Asbury Park, NJ 07712  
732.988.7020  
732.988.7032 FAX

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

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

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DresdnerRobin.com



### **FEE BASIS**

The Work Scope does not include setting of monuments for Map Filing Law compliance. The requirement or timing of the setting monuments will be determined by the City Engineer; Dresdner Robin recommends that monuments not be set prior to construction of improvements.

Work will be performed on a time and expense basis in accordance with the attached fees schedule. Labor, subconsultant and reimbursable charges will be invoiced monthly and are due for payment within 30-days of invoice date. Interest in the rate of 1.5% (18% annually) may be charged on past due amounts. Billing rates are subject to an annual review in January of each year and will be adjusted to reflect the prevailing rate.

The Fee Budget assumes an initial draft of a subdivision plan and two (2) subsequent revisions. Invoiced work will not exceed \$17,000 without approval of Client.

### **ADDITIONAL SERVICES**

Significant changes to project scope and/or preparation of additional plans or supplementary submissions, which result from Client or agency review(s) after the determination of administrative completeness, will be invoiced as Additional Services and will not be performed without written authorization for the task and fee.

### **LIMITATIONS**

The forgoing scope of work and fee proposal has been prepared based on typical projects performed by Dresdner Robin on similar sites. No detailed information concerning the site has been furnished to Dresdner Robin describing unusual or latent conditions that may materially affect the scope of work and thus have not been included or anticipated within the foregoing scope.

Expenses for phone, travel, printing, express mail or other reimbursable services are not included in the fees and will be billed as set forth in the Standard terms and Conditions.

Unless specifically limited in a written agreement between Dresdner Robin and Client, Dresdner Robin has the right to rely on information provided by Client or by other Design Professionals employed by Client. As to the work of other Design Professionals furnished to Dresdner Robin for use under this Agreement (the "Work"), Client represents it owns the Work or has obtained the necessary authorization to permit use by Dresdner Robin.



Mr. Benjamin Delisle

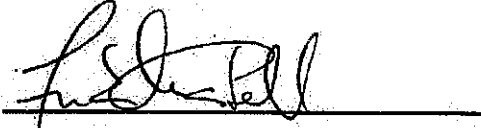
October 19, 2015

Page 3 of 4

This Proposal along with below listed exhibits, constitutes the entire understanding and agreement between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the parties hereto. The fees set forth in this Proposal shall be open for acceptance for sixty (60) days from the date of the Proposal. If the Proposal is signed after that date, the fees may be adjusted prior to commencement of services, subject to agreement by the Client and Dresdner Robin.

Dresdner Robin appreciates the opportunity to provide these services and look forward to working with you and the Owner on this Project. If you have any questions or comments, please contact our office. For your convenience, we have provided a space to indicate your acceptance of this Proposal; Dresdner Robin can commence work upon receipt of a signed authorization.

Very truly yours,  
DRESDNER ROBIN

A handwritten signature in dark ink, appearing to read "Fred Worstell", is written over a horizontal line.

Fred Worstell, PE  
Principal

**Attachments:**

Standard Terms and Conditions dated 1/1/2015

Fee Schedule dated 1/1/2015

Mr. Benjamin Delisle  
October 19, 2015  
Page 4 of 4

**ACCEPTED BY:**

**Company:** Jersey City Redevelopment Agency

**By:** \_\_\_\_\_  
*Signature*

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

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

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

**Dresdner Robin**  
**2015 Rate Schedule**

<b><u>PROFESSIONAL SERVICES</u></b>	<b><u>HOURLY RATE</u></b>
Principal	\$255.00
Director	\$215.00
Associate Director	\$195.00
Professional VII *	\$176.00
Professional VI *	\$158.00
Professional V *	\$139.00
Professional IV *	\$126.00
Professional III	\$115.00
Professional II *	\$103.00
Professional I *	\$85.00
Technician IV **	\$115.00
Technician III **	\$105.00
Technician II **	\$91.00
Technician I **	\$83.00
Technician **	\$60.00
Administrative Support	\$73.00
Survey Crew 2 – person	\$195.00
Survey Crew 3 – person	\$250.00
Licensed Site Remediation Professional (LSRP)	\$215.00
Court Testimony (4 Hour Minimum) Per Hour:	\$325.00
Public Hearing – Meeting/Testimony Per Meeting	\$800.00
Geophysical Technician	\$160.00

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

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

Effective 1/01/2015

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

## STANDARD TERMS AND CONDITIONS

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

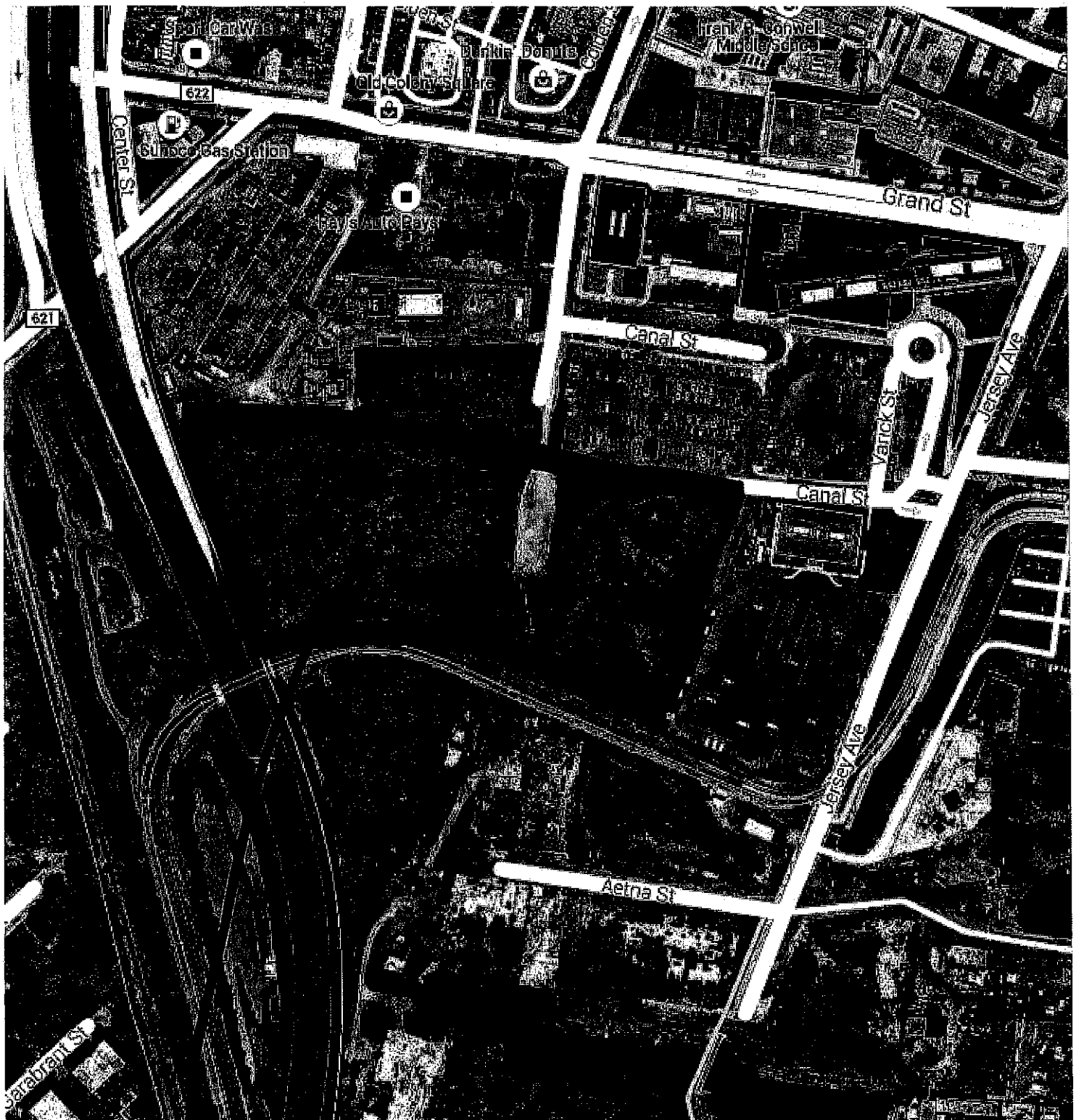
1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all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

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

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

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

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



Site

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH 1 EDWARD HART ROAD, LLC AS THE REDEVELOPER FOR PROPERTY LOCATED AT 1 EDWARD HART ROAD IN THE LIBERTY HARBOR REDEVELOPMENT AREA**

**WHEREAS**, by Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") dated July 21, 2015 1 Edward Hart Drive, LLC was designated as Redeveloper ("Redeveloper") for the development/conversion of the existing building at Block 2154.2, Lot 2.E into destination retail project (hereinafter the "Project") in accordance with the Liberty Harbor Redevelopment Plan; and

**WHEREAS**, the correct name of the Redeveloper is 1 Edward Hart Road, LLC; and

**WHEREAS**, after review and consideration of the Redeveloper's proposal Agency staff has determined that the designation of Redeveloper as a redeveloper within the meaning of the Redevelopment Law and the undertaking of a Project in furtherance of redeveloping the Area would be in the best interests of the City's inhabitants; and

**WHEREAS**, the execution of a Redevelopment Agreement and any future related agreements are required in order to implement the Project; and

**WHEREAS**, the Project will be constructed in accordance with the terms and conditions of the Redevelopment Agreement and the Redevelopment Plan.

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

- 1) the above recitations are incorporated herein as if set forth at length; and
- 2) Approval of the Redevelopment Agreement and authorization to execute the Redevelopment Agreement and/or any related documents with 1 Edward Hart Road, LLC is hereby granted; and



- 3) The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this resolution subject to the review of Agency 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 October 20, 2015**

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE JERSEY CITY MUA (AUTO POUND) SITE WITHIN THE LIBERTY HARBOR 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 Liberty Harbor Redevelopment Plan contemplates the redevelopment of Phillip St. & Communipaw Avenue A.K.A. the "Jersey City MUA (Auto Pound)" Site; and

**WHEREAS**, the prior industrial and commercial uses of the site qualify the property as a brownfield pursuant to N.J.S.A. 58:10B-23.d; and

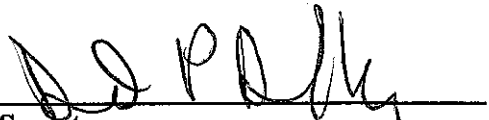
**WHEREAS**, there is a need to perform preliminary assessment and site investigation of the property prior to redevelopment;

**WHEREAS**, the State of New Jersey provides funding for environmental investigation and remediation through the Hazardous Discharge Site Remediation Fund (HDSRF); and

**WHEREAS**, the Jersey City Redevelopment Agency has applied for HDSRF monies in the amount of \$150,178.00 for this purpose.

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

1. The above recitations are incorporated herein as if set forth at length;
2. The above referenced grant in the amount of \$150,178.00 is hereby accepted upon receipt of notification of the grant award from the State of New Jersey;
3. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all necessary grant closing and other related documents in order to effectuate the purposes of this resolution, subject to the review and approval of the Agency's General Counsel;
4. A certified copy of this Resolution is to be forwarded to the New Jersey Economic Development Authority.

  
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 October 20, 2015.**

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



## State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
SITE REMEDIATION AND WASTE MANAGEMENT PROGRAM  
OFFICE OF BROWNFIELD REUSE  
MAIL CODE 401-05K  
P.O. BOX 420  
TRENTON, NEW JERSEY 08625-0420  
[HTTP://WWW.NJ.GOV/DEP/SRP](http://www.nj.gov/dep/srp)

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

October 9, 2015

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

RE: Hazardous Discharge Site Remediation Fund (HDSRF) – PA/SI  
Applicant: Jersey City Redevelopment Authority  
Site Name: Jersey City MUA (Auto Pound)  
Phillip St. & Communipaw Ave/Jersey City, Hudson County  
SRP PI #: 019516

Dear Mr. Delisle:

The New Jersey Department of Environmental Protection (the Department) has completed the technical review of the municipal grant application to conduct a preliminary assessment and site investigation at the above referenced site. Based on the Department's review of the application, the Jersey City Redevelopment Authority is eligible for a municipal grant under the Hazardous Discharge Site Remediation Fund (HDSRF) to complete the Preliminary Assessment and Site Investigation Activities at the site. The proposal includes installing borings, obtaining/analyzing soil samples and ground water samples. It also includes submission of a Preliminary Assessment/Site Investigation report. The Department has completed a review of this application and finds the proposal to be technically eligible for funding in the amount of **\$150,178.00**.

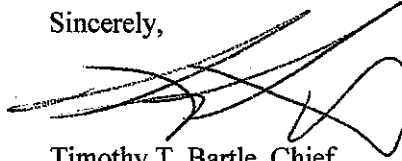
The HDSRF Municipal Grant application has been transmitted to the New Jersey Economic Development Authority (NJEDA). The NJDEP has advised the NJEDA that in the event this project is eligible for a municipal grant, a grant in the amount of up to **\$150,178.00** may be provided to continue with the environmental investigation with the following conditions:

- Jersey City Redevelopment Authority will provide the Department with invoices associated with the environmental investigation. Subcontractor invoices must also be included with the submission. For each submission an invoice summary table showing the proposed activity, funded cost, completed activity, actual cost and fund balance must be included. Please be advised that no additional funding will be provided until the invoices associated with the completed work have been submitted.
- Jersey City Redevelopment Authority will conduct the investigation in accordance with the Department's Technical Requirements for Site Remediation (N.J.A.C. 7:26E).

The Department has recommended that the NJEDA disburse the **\$150,178.00** at the time of grant closing to enable Jersey City Redevelopment Authority to conduct the investigation.

The NJEDA will contact you via regular mail with a request for an application fee and documentation associated with your application. Please wait until you receive this request for information before calling the NJEDA. If you have any questions or concerns, please feel free to contact John Doyon, HDSRF Grant Coordinator at (609) 633-0713 or at [john.doyon@dep.nj.gov](mailto:john.doyon@dep.nj.gov).

Sincerely,

A handwritten signature in black ink, appearing to be 'Timothy T. Bartle', written over a horizontal line.

Timothy T. Bartle, Chief  
Office of Brownfield Reuse

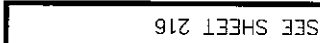
Cc: DEPFile

SEE SHEET 199	SEE SHEET 202	SEE SHEET 203
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SEE SHEET 199

SEE SHEET 202

**SEE SHEET 203**



SEE SHEET 233

SEE SHEET 243

ARM - COM#24GA27973300

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAUGHTING SYSTEM (CAD) AND COORDINATE GEOMETRY.

TAX MAP

**CITY OF JERSEY CITY**  
**HUDSON COUNTY, NEW JERSEY**  
SCALE: 1" = 200'  
**AUGUST, 2006**

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

215

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
CONTRACT NUMBER 15-10-BD11 WITH POTOMAC-HUDSON  
ENVIRONMENTAL FOR PROFESSIONAL ENVIRONMENTAL  
SERVICES WITHIN THE LIBERTY HARBOR REDEVELOPMENT  
AREA.**

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

**WHEREAS**, the Agency desires to conduct a Preliminary Assessment and Site Investigation on Block 21504, Lots 4 - 7 (MUA/Auto Pound) within the Liberty Harbor Redevelopment Area; and

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

**WHEREAS**, PHE has submitted a proposal for environmental services dated September 17, 2015 in the amount not to exceed \$150,178.00 (attached); and

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

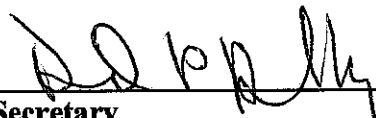
**WHEREAS**, funds for the work will be provided by a Hazardous Discharge Site Remediation Fund grant, awarded to the Agency; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No.15-10-BD11 with PHE in an amount not to exceed \$150,178.00 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 October 20, 2015.**

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





**POTOMAC-HUDSON ENVIRONMENTAL, INC.**

9 June 2015 (Revised 17 September 2015)

**Transmit via Electronic Mail**

**Mr. Ben Delisle**  
**Director of Development**  
**Jersey City Redevelopment Agency**  
**66 York Street – Floor 2**  
**Jersey City, NJ 07302**

Re: Revised Proposal for Environmental Services  
Jersey City Auto Pound/Jersey City STP  
Block 21504, Lots 4-7  
Jersey City, Hudson County, New Jersey

Dear Mr. Delisle:

On behalf of Potomac-Hudson Environmental, Inc. ("PHEnv"), I am pleased to submit this proposal to provide environmental services to the Jersey City Redevelopment Agency (JCRA) (hereinafter "Client") for the referenced project located in Jersey City, New Jersey ("the Site").

Both Client and PHEnv acknowledge and agree that the attached Terms and Conditions (the "Terms and Conditions") will govern the relationship between the parties. Unless otherwise set forth herein, in the event of a conflict or inconsistency between the Terms and Conditions and any provision set forth in this Proposal, the Terms and Conditions shall take precedence, govern, and control. The Terms and Conditions are incorporated herein by reference, as if fully set forth at length herein.

**BACKGROUND ASSUMPTIONS**

Based on the information provided by Client, PHEnv understands the following assumptions to be facts upon which we will base our services:

- Client is considering purchase of the approximately 15-acre Site, consisting of Lots 4-7 on Block 21504
- The property is being considered for reuse as an expansion site for the Science Center;
- In New Jersey, one must conduct a Preliminary Assessment (PA) prior to obtaining a property in order to preserve the "innocent purchaser defense," while a Phase I Environmental Site Assessment (ESA) is required under the Federal All Appropriate Inquiry (AAI) innocent purchaser defense rule;
- Contamination identified during the SI phase would obligate the current owner or other responsible parties to complete the cleanup of the Site.
- Based on our prior knowledge of the site, review of available information and our initial queries of the NJDEP Data Miner and NJDEP file reviews regarding this site, we have included in this proposal both the preparation of a Preliminary Assessment/Phase I Environmental Site Assessment and the conduct of a site investigation (SI).

**Scientists • Planners • Engineers**

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08879 • Phone: 732-525-3100 • Fax: 732-525-9254  
P.O. Box 1206, 136 W. 16th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-645-4634  
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0990 • Fax: 201-413-0960

- All work will be conducted under the supervision of a NJDEP Licensed Site Remediation Professional (LSRP).

## **SCOPE OF WORK**

Based on PHEnv's understanding as outlined above, and as requested by the Client, the following tasks represent the proposed scope of work for the project. PHEnv will conduct its services in accordance with the New Jersey Department of Environmental Protection (NJDEP) requirements as found in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (TRSR, N.J.A.C. 7:26E) and ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments and 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries (the All Appropriate Inquiries [AAI] Rule). Note that the work is also subject to the notification requirements found in the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11.)

### **Task 1 – Preliminary Assessment/Phase I Environmental Site Assessment**

The PA/ESA will be conducted in general conformance with the scope and limitations of the ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments and 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries (the All Appropriate Inquiries [AAI] Rule), as well as the NJDEP's TRSR for a PA.

In general, the PA/ESA will be conducted in order to identify, to the extent feasible, evidence of an AOC, a Recognized Environmental Condition (REC) or a discharge of hazardous substances that could impact the Site.

PHEnv will review available records. Records to be reviewed include a database search of federal, state, and local agency records, historical documents such as Sanborn Fire Insurance Maps, industrial directories, environmental liens, site plans and facility as-built drawings, Title and Deed, maps and/or aerial photographs, local street directories, and local building, health, and zoning department records. In addition to those documents referenced above, ASTM also requires that we perform and review an environmental lien search for an ESA.

This proposal assumes that a title search will be requested for the four lots. If the Client has a title history, please provide to PHEnv. The Client should also provide a current tax map and any available current and historic site plans.

PHEnv will conduct an updated Site reconnaissance and will conduct interviews with available persons knowledgeable of the property (owners and occupants) and local government officials. PHEnv assumes that the Client will provide access to the Site and persons knowledgeable of the Site.

In accordance with the AAI rule and ASTM Standard, PHEnv will also conduct an evaluation of the VI pathway using known information about nearby contaminated properties, assumed information about subsurface conditions and an online screening tool. Note that the results of VI



screening are not conclusive, as the presence or absence of a vapor hazard can only be determined through sampling and analysis of the interior building space and that sampling and analysis is not included in the scope of work.

Based on the above, PHEnv will conduct an evaluation and prepare a written report for the Site which will examine potential site-specific AOCs such as underground storage tanks; the use, generation, storage and/or disposal of hazardous materials; and the possible deposition of fill with regard to the potential for site contamination. We will also seek to identify any uses of the Site and properties immediately adjoining the Site that have the potential to generate or contain hazardous materials. If potentially significant AOCs are encountered at any point during our assessment of the property, PHEnv will notify Client immediately.

A PA/ESA Report will be prepared based solely upon the Site visit, literature/document review, and interviews. The PA/ESA Report will not include the sampling of soil, surface water, groundwater, air, vapors, building materials (asbestos or lead-based paint) or other media, tank integrity testing or an evaluation of naturally occurring materials which may be hazardous, such as radon or methane. The report will identify recommendations for further investigation (Site Investigation), if necessary. PHEnv will provide up to one bound and one electronic copy of the PA/ESA Report.

## **Task 2 – File Reviews**

PHEnv will also submit an Open Public Records Act (OPRA) request to NJDEP for any environmental records pertaining to the Site. PHEnv will also submit OPRA requests to county and municipal agencies for records pertaining to the Site. If any such records are identified and are determined by PHEnv to be potentially relevant, PHEnv will conduct a review of the records to identify relevant information on a time and expense basis. The findings of the file review will be included in the PA/ESA Report as appropriate and will also be used in the preparation of the Site Investigation workplan.

Additionally, the ASTM standard has an affirmative requirement of the environmental professional to review any available government records regarding potential environmental concerns for the Site and nearby properties that may impact the Site. Please note that an estimate to conduct any file reviews is included in the base pricing provided herein. The actual cost of the file reviews will be dependent upon the number of files found for the Site.

## **Task 3 – Site Investigation**

Based upon the site inspection and completed PA/ESA, PHEnv will prepare a Site Investigation Workplan targeting identified areas of concern (AOCs). What is currently known about the subject site is summarized below.

A March 1999 Phase 1 Environmental Site Assessment Investigation: Environmental Inspection Report identified Areas of Concern (AOC) located on one or more of Lots 4-7 that include historic



fill, the presence of existing and former USTs (both known and potential), surficial staining, the presence of soil piles and obvious dumping, chemical treatment areas, sedimentation tanks, large capacity aboveground storage tanks, surface inundation and ponding, pad mounted transformers, historical commercial use, and sludge disposal in open pits. Further, a brief review of NJDEP databases indicate that a Chromium Site case was identified on the property (primarily Lot 4), as well as a case immediately to the west of the Site.

Based on an NJDEP file review, Hudson County Chromate (HCC) Site #93 covers 8.1 acres of the Site, and includes two buildings at the Eastside Treatment Plant and four manholes. The available NJDEP files indicate that investigations have been conducted at the site since 1996 and included the investigation of the potential for chromate waste to have been placed in the corridor areas immediately surrounding the 84 and 66 inch diameter sewer interceptor lines, an 80 inch sewer outfall, a 96 inch grit chamber effluent line and two inactive sludge lines. Initial investigations indicated that a portion of the Site was also occupied by the Atlantic Brass Company in 1908 and a lumber company in 1919. Railroad tracks were also indicated to have been located on the Site.

Based on sampling conducted in 2001, hexavalent chromium was identified in the Site soils above the NJDEP soil guidance of 20 mg/kg, and possible chromate ore processing residue (COPR) was reportedly observed between 6 and 7 feet below ground surface (bgs). Other metals (antimony, arsenic, lead and vanadium) were also detected above the NJDEP RDCSRS in the soil. Groundwater samples indicated that total chromium concentrations were above the NJDEP GWQS of 70 ug/l. Other metals (aluminum, arsenic, beryllium, iron, lead, manganese and sodium) were also found in the groundwater above the GWQS. Additional sampling was recommended by NJDEP, and a Remedial Investigation Workplan (RIW) was prepared in June 2013 and approved by NJDEP in July 2014. It is our understanding that the HCC Site has been adequately investigated and therefore it would not be re-investigated as part of our Site Investigation. The hexavalent chromium sampling proposed focuses on suspect areas identified during the PA as well as other potentially suspect areas identified during the conduct of the historic fill boring program.

The NJDEP underground storage tanks (UST) modification records indicated that spill and overflow protection was added to a #2 heating oil tank and that the Eastside Sewage Treatment Plant (STP) had two 2,000 gallon #2 heating oil USTs and one 4,000 gallon diesel UST. This information conflicted with a 2011 registration record that indicated there was one 2,000 gallon #2 heating oil UST that was removed, one 4,000 gallon #2 diesel UST that remained, and one 1,000 gallon leaded gasoline UST that was removed. According to NJDEP's Dataminer, the Eastside Treatment Plant UST PI# 019516 received a No further Action (NFA) in 1998. There was no additional information to indicate why the NFA was issued. An emergency generator was noted to be located at the facility and powered by diesel fuel. A site plan indicates three USTs located at the STP (a 4,000 gallon, a 2,000 gallon and a 1,000 gallon fuel oil tank).

A file review identified no available information to date regarding environmental issues at the Jersey City Car Pound portion of the Site.



The building located at 231-235 Communipaw on the northwestern portion of the Site was previously occupied by a construction company from 1983 to 1990, and two aboveground 500 gallon diesel fuel tanks were present on site. In addition, limited quantities of oil were present for servicing vehicles on the site. Other hazardous materials were also used and abandoned at the Site (wood preservative, arsenic pentoxide, copper oxide, acids, flammables, sodium hydroxide, sealant activator). A 55 gallon drum storage area was present. Soil piles were also noted on the site. A Phase II investigation was conducted in 1994 by Handex and none of the contaminant concentrations were indicated to be above the NJDEP RDCSCC at that time except for samples taken underneath the ASTs where TPH concentrations were found above the 1,000 mg/kg criterion at that time. A tracer dye test conducted on the floor drains in the building did not confirm a connection to the sanitary or storm sewer, and therefore, a dry well or hidden sewer line could be present since the flow was noted to be going in a easterly direction from the building toward the interior of the Site. The backfill material around an unknown sewer line could potentially contain undiscovered COPR material. The Humane Society Animal Shelter was located on the Site most recently.

Additional AOCs requiring investigation may be identified during the conduct of the PA/Phase I ESA.

PHEnv will conduct a Site Investigation (SI) in order to determine, to the extent feasible, if environmental impacts are present in potential AOCs at the Site that are identified in the PA/ESA as requiring additional investigation. The Site Investigation will be guided by a detailed SI Workplan that will be prepared based upon the results of the PA and site inspection.

#### *Preliminary Activities*

Prior to the commencement of field activities, a utility mark-out for the areas to be investigated will be requested. PHEnv will also work with Client to secure access to the AOCs for completion of the scope of work. Authorization from the current owner must be obtained by the Client for access to conduct intrusive sampling at the Site.

#### *Description of Work*

The SI will consist of (i) the conduct of a geophysical survey to identify subsurface anomalies (potential USTs) and utilities that may impact potential locations investigation and (ii) soil and groundwater sampling and analysis. If additional USTs are found during the geophysical survey, then additional costs will be provided for sampling of those USTs.

It is anticipated that soil and groundwater sampling and analysis will be conducted using hydraulic push drilling techniques and, where applicable, simple hand-auger techniques. We anticipate 5 days for drilling subcontractor, including 3 days for collection of historic fill borings, 1 day for investigation of the USTs and 1 contingency day to further evaluate suspect areas. Three additional days are anticipated for the collection of samples using hand-auger techniques. All sampling and analysis will be conducted in accordance with NJDEP regulations, guidance documents and



procedures accepted by NJDEP. A PHEnv representative will be on Site during all investigatory activities. PHEnv's will subcontract with a NJDEP licensed well driller. All of the samples will be submitted to an NJDEP-certified laboratory for analysis. Upon completion of sampling activities, the soil cuttings will be returned to the borings and the borings sealed in accordance with NJDEP requirements.

## **Reporting**

Upon receipt of the laboratory data, PHEnv will prepare a Site Investigation Report (SIR) detailing the findings of our investigation. The SIR will describe the work conducted by PHEnv and will include the laboratory data package, a summary of the analytical result and Site figures. If PHEnv is unable to conclude in the SI Report that contamination is not present, PHEnv will contact Client immediately to discuss additional investigative and/or remedial strategies that are necessary under the applicable laws, rules and guidance.

## **SCHEDULE**

PHEnv will initiate the scope of work promptly upon receiving written authorization. A draft PA/ESA will be completed within four weeks, depending on the time it takes to get responses from the various agencies. File reviews may take up to 6 to 8 weeks to complete if files are found.

The Site Investigation will be initiated after the potential AOCs have been confirmed during the conduct of the PA/ESA and subsequent to the detailed Scope of Work. Provided driller availability and receipt of the necessary access, PHEnv will conduct the soil sampling within three weeks after the completion of the PA/ESA and the detailed Scope of Work. Laboratory results will be available approximately three weeks after the conduct of sampling. PHEnv will complete the SIR within three weeks of receipt of the final laboratory data.

## **COST ESTIMATE**

The total estimated cost of the work described above is **\$150,178**. The basis for this cost is detailed in the attached NJDEP HDSRF Application – Cost Estimate Format – Part IV table.

## **LIMITATIONS**

Client is responsible for providing access to the Site and all proposed sample locations to PHEnv and our contractors.

In the event that soil and/or groundwater impacts are identified, additional work may be required and the total project cost would require adjustment.

This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.



We are very pleased to have this opportunity to provide our proposal to you. Should you have any questions regarding the foregoing, please call me. Should you find the terms of this proposal acceptable, please indicate your acceptance by signing below and returning a signed copy to PHEnv.

Sincerely,  
Potomac-Hudson Environmental, Inc.



David R. Draper, LSRP

The undersigned hereby authorizes Potomac-Hudson Environmental, Inc. to provide the services described in this Proposal in accordance with the provisions of this Proposal and the Terms and Conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Client

Attachment



**POTOMAC-HUDSON ENVIRONMENTAL, INC.**



**New Jersey Department of Environmental Protection  
Site Remediation Program**

**HDSRF APPLICATION – COST ESTIMATE FORMAT – PART VI**

<i>Activity</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
<b>Task 1 PA/ESA</b>				
Database Subcontractor	1.00	lump sum	\$ 2,300.00	\$ 2,300.00
Labor	4.00	Hour	\$ 160.00	\$ 640.00
	34.00	Hour	\$ 130.00	\$ 4,420.00
	6.00	Hour	\$ 90.00	\$ 540.00
<b>Subtotal PA/ESA</b>				<b>\$ 7,900.00</b>
<b>Task 2 File Reviews</b>				
File reviews and update workplan				
Copies/Expenses	1.00	lump sum	\$ 310.00	\$ 310.00
Labor	16.00	Hour	\$ 160.00	\$ 2,560.00
	12.00	Hour	\$ 130.00	\$ 1,560.00
<b>Subtotal File Reviews</b>				<b>\$ 4,430.00</b>
<b>Task 3 - Site Investigation</b>				
<b>SUBCONTRACTOR COSTS</b>				
<b>Preliminary Activity</b>				
Geophysical Subcontractor	2.00	days	\$ 2,000.00	\$ 4,000.00
<b>Subsurface Investigation</b>				
Drilling Subcontractor (incl one mob/demob and disp sleeves)	5.00	days	\$ 1,850.00	\$ 9,250.00
<b>Laboratory Analytic Fees (Soil)</b>				
VOC Analysis	48.00	sample	\$ 98.00	\$ 4,704.00
PAH Analysis	65.00	sample	\$ 132.00	\$ 8,580.00
Hexavalent Chromium	54.00	sample	\$ 104.00	\$ 5,616.00
EPH Analysis Cat 2	58.00	sample	\$ 167.00	\$ 9,686.00
assumes fractionated				
TCL+30/TAL	25.00	sample	\$ 684.00	\$ 17,100.00
EPH Analysis	14.00	sample	\$ 144.00	\$ 2,016.00
incl 2-methylnaphthalene/naphthalene				
Metals	65.00	sample	\$ 120.00	\$ 7,800.00
Encore Samplers	234.00	each	\$ 10.00	\$ 2,340.00
<b>Laboratory Analytic Fees (Groundwater)</b>				
TCL+30/TAL	4.00	sample	\$ 684.00	\$ 2,736.00
<b>Subtotal Sub-contractor Costs</b>				<b>\$ 73,828.00</b>
<b>Task 3 - Site Investigation</b>				
<b>CONSULTING/ENGINEERING COSTS</b>				
<b>Scope of Work Preparation</b>				
	8.00	Hour	\$ 160	\$ 1,280.00
	14.00	Hour	\$ 130	\$ 1,820.00
	20.00	Hour	\$ 90	\$ 1,800.00





**New Jersey Department of Environmental Protection  
Site Remediation Program**

**HDSRF APPLICATION – COST ESTIMATE FORMAT – PART VI**

<i>Activity</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Price</i>	<i>Total</i>
<b>Preliminary Activity</b>				
Geophysical Survey Supervision	20.00	Hour	\$ 130	\$ 2,600.00
<b>Drilling Supervision/Sampling</b>				
	80.00	hour	\$ 130.00	\$ 10,400.00
	80.00	hour	\$ 90.00	\$ 7,200.00
Equipment/disposables	8.00	day	\$ 100.00	\$ 800.00
<b>Technical Reporting</b>	55.00	Hour	\$ 160	\$ 8,800.00
	65.00	Hour	\$ 130	\$ 8,450.00
	65.00	Hour	\$ 90	\$ 5,850.00
<b>Project Management</b>				
Project Management/coordination (6 Months- 2 hrs / week)	52.00	Hour	\$ 160.00	\$ 8,320.00
LSRP/Principal Oversight (6 Months- 1 hr / week)	26.00	Hour	\$ 170.00	\$ 4,420.00
<b>Meeting Preparation and Attendance (2)</b>				
Principal	4.00	hour	\$ 170.00	\$ 680.00
Sr. Project Manager	10.00	hour	\$ 160.00	\$ 1,600.00
<b>Subtotal Consulting/Engineering Costs</b>				<b>\$ 64,020.00</b>
<b>Grand Total</b>				<b>\$ 150,178.00</b>

**NOTE: Costs provided serve as estimated place holders for pricing. Actual cost of the work will be a function of public bidding process, actual conditions encountered in the field, etc. Field work sampling/supervision is based upon a 10 hour day.**



**New Jersey Department of Environmental Protection  
Site Remediation Program**

**HDSRF APPLICATION – COST ESTIMATE FORMAT – PART VI**

**AREAS OF CONCERN SAMPLING PARAMETERS TABLE**

<i>Areas of Concern</i>	<i>PAH</i>	<i>Metals</i>	<i>Hex Cr</i>	<i>Vos</i>	<i>TCL/TAL</i>	<i>EPH Cat 2</i>	<i>EPH</i>
Historic Fill	65	65	28		4		
UST Investigations				14			14
Surface Staining				34		34	
Mounds/Dumping					11		
Misc-Contingency			26		14	24	
(based on File Review and PA)							
<b>Total Number of Samples</b>	65	65	54	48	29	58	14



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
FIFTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT  
BETWEEN THE AGENCY AND TRF DEVELOPMENT PARTNERS  
WITHIN THE MARTIN LUTHER KING DRIVE  
REDEVELOPMENT AREA**

**WHEREAS**, on September 19, 2012, the Agency entered into a Redevelopment Agreement with TRF Development Partners, Inc. (hereinafter "TRFDP"), which Agreement was amended by a First Amendment dated March 4, 2013, and a Second Amendment, dated May 21, 2013, and a Third Amendment dated May 28, 2013 and a Fourth Amendment dated January 10, 2014 (hereinafter collectively referred to as the "Agreement"); and

**WHEREAS**, TRFDP has requested certain terms and provisions in the Agreement be amended including but limited to the addition of RPM Development, LLC as joint venture partner, a change in the project to become a mixed-income rental based project including low and moderate income affordable housing, instead of a for sale homeownership project, the Agency's consent to the submission of an application to the New Jersey Housing Mortgage Finance Agency with regards to certain funding sources and the extension of timelines contained within the Agreement; and

**WHEREAS**, the Agency and TRFDP have negotiated and agreed to amend the terms in the form substantially attached hereto (hereinafter the "Amendment"); and

**WHEREAS**, the Agency executive staff is recommending the Board of Commissioners' approval of the Amendment to further the objectives of the Martin Luther King Drive Redevelopment Plan;

**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. A Fifth Amendment to the Redevelopment Agreement between the Agency and TRF Development Partners, Inc. is hereby authorized for execution in the form substantially attached hereto or as may be modified by the Executive Director and General Counsel as deemed necessary and appropriate;.

3. Consent to the submission of an application to the New Jersey Housing Mortgage Finance Agency due on November 6, 2015.

**BE IT FURTHER RESOLVED** that the Chairman, Vice Chair and/or Secretary are hereby authorized to execute any and all documents, including but not limited the Fifth Amendment, 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 a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of October 20, 2015**

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
DESIGNATING NEW JERSEY COMMUNITY CAPITAL OR  
AN AFFILIATE THEREOF AS THE REDEVELOPER FOR  
PROPERTY LOCATED IN BLOCK 20301 IN THE MORRIS  
CANAL REDEVELOPMENT AREA**

**WHEREAS**, New Jersey Community Capital (hereinafter "Redeveloper") has submitted an application to be designated redeveloper of the property located at 308 Whiton St, Block 20301, Lot 15 (hereinafter "Property") with the Morris Canal Redevelopment Plan; and

**WHEREAS**, the Redeveloper, proposed a plan for the development of the property for a 2 family home (hereinafter "Project") in accordance with the Morris Canal Redevelopment Plan; and

**WHEREAS**, the Property (Block 20301, Lot 15) is owned by the City of Jersey City; and

**WHEREAS**, upon review of the Redeveloper's application and proposal, the Agency's executive staff recommends the designation of Jersey City Community Capital as the Redeveloper; and

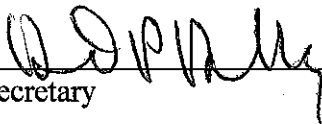
**WHEREAS**, the Redeveloper agrees to comply with any requirements to undertake the Project as set forth in the Morris Canal Redevelopment Plan and Redevelopment Agreement; and

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

**WHEREAS**, the Agency executive staff recommends the designation of New Jersey Community Capital, for a period of one hundred twenty (120) days with a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties; and

**NOW , THEREFORE, BE IT RESOLVED** that:

1. The recitals above are incorporated herein as if set forth at length.
2. New Jersey Community Capital, is designated as Redeveloper for the property located at 308 Whiton St (Block 20301 Lot 15) within the Morris Canal Redevelopment Area.
3. The designation shall be for one hundred (120) days with an extension of thirty (30) days at the discretion of the Executive Director to negotiate the terms of a Redevelopment Agreement.
4. As a condition the designation granted, the Redeveloper will reimburse the Agency for costs associated with the Project until the terms of the Redevelopment Agreement or approved.
5. The Chairperson, Vice Chairperson and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution.

  
Secretary

**Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting of October 20, 2015**

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