

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
PROFESSIONAL SERVICES AGREEMENT NO. 15-10-CF5 WITH  
NEW JERSEY REALTY ADVISORY GROUP, LLC FOR THE  
PREPARATION OF A DISPOSITION APPRAISAL OF PROPERTY IN  
BLOCK 20301, LOT 15 AND KNOWN AS 308 WHITON STREET  
LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT  
AREA**

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**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) the Agency requires the services of a licensed New Jersey real estate appraisal company; and

**WHEREAS**, the Agency is desirous of contracting with New Jersey Realty Advisory Group, LLC of Jersey City, New Jersey to provide disposition appraisal services for property located in Block 20301, Lot 15, and known as 308 Whiton Street within the Morris Canal Redevelopment Area and which property is further depicted on the attached map; and

**WHEREAS**, New Jersey Realty Advisory Group, LLC has provided these services to the Agency in the past and has demonstrated the knowledge and expertise required in the field of endeavor; and

**WHEREAS**, said contract will be for a term not to exceed one (1) year and shall be in an amount not to exceed \$ 1,500.00; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that a Contract in the not to exceed amount of \$1,500.00 be awarded to New Jersey Realty Advisory Group, LLC for the purpose of rendering disposition appraisal services within the Morris Canal Redevelopment Area. Notice of this award shall be published in a newspaper of general circulation in accordance with N.J.S. A. 40A:11-5(1)(a)(i).

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

  
 SECRETARY

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

# New Jersey Realty Advisory Group, LLC

2500 Plaza 5, Harborside Financial Center  
Jersey City, NJ 07311  
Phone: (201) 499-7618  
www.njrag.com

333 State Street, PO Box 807  
Perth Amboy, NJ 08861  
Phone: (732) 853-0271  
Fax: (732) 853-0273

September 16, 2015

Maureen F. Mortola  
Jersey City Redevelopment Agency  
66 York Street  
Second Floor  
Jersey City, NJ 07302

RE: 308 Whiton Street  
Block 20301, Lot 15  
Jersey City, New Jersey  
Disposition Appraisal

Dear Ms. Mortola:

In response to the request, the New Jersey Realty Advisory Group would be able to provide you with an appraisal report for the above captioned property. The purpose of the appraisal is to estimate the value of the property for the possible disposition by the redevelopment agency.

Our fee for this assignment will be \$1,500. The assignment will be completed within 3 weeks from the authorization to proceed. We will provide you with 2 bound copies of the report along with an electronic version of the report.

If you have any additional questions or comments, please email me or call me at (732) 853-0271.

Respectfully submitted,

  
Albert F. Chanese, MAI

DATE	BY	REVISIONS	BLOCK	LOT
11/01/01	CHANDLER A. HARRISON	15280	2003	1 - 8

SEE SHEET 202

SEE SHEET 200  
WHITON STREET



PINE

AVENUE

STREET

STREET

LAFAYETTE

SEE SHEET 215

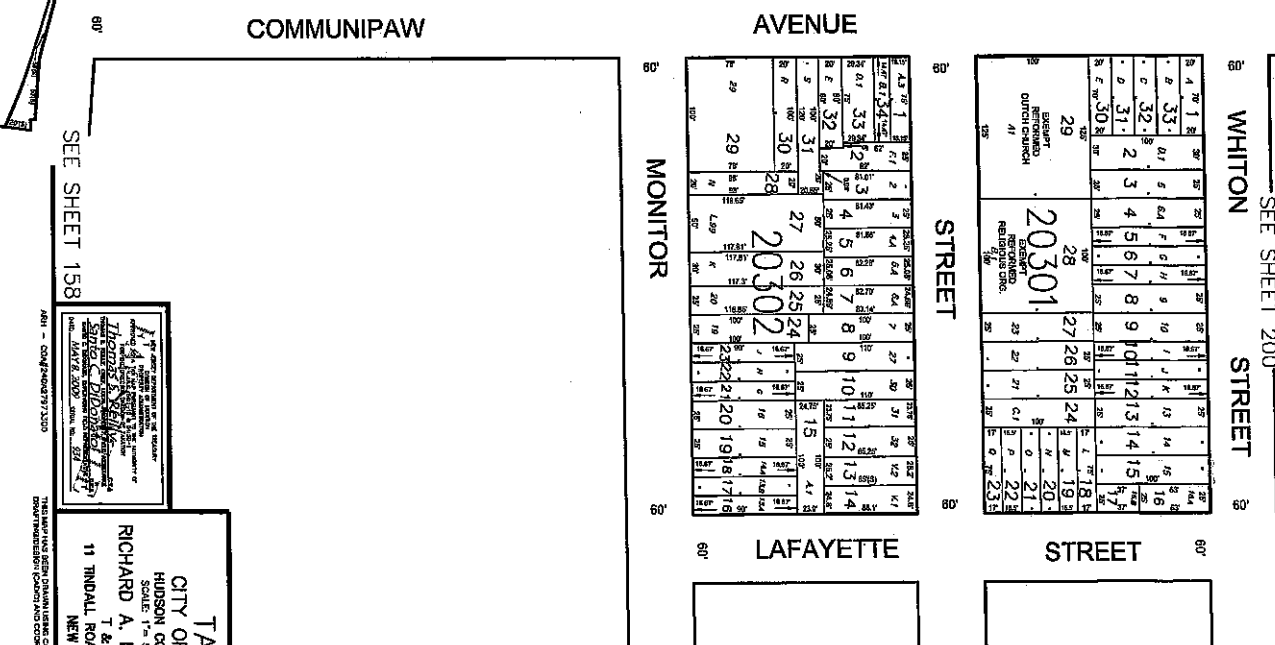
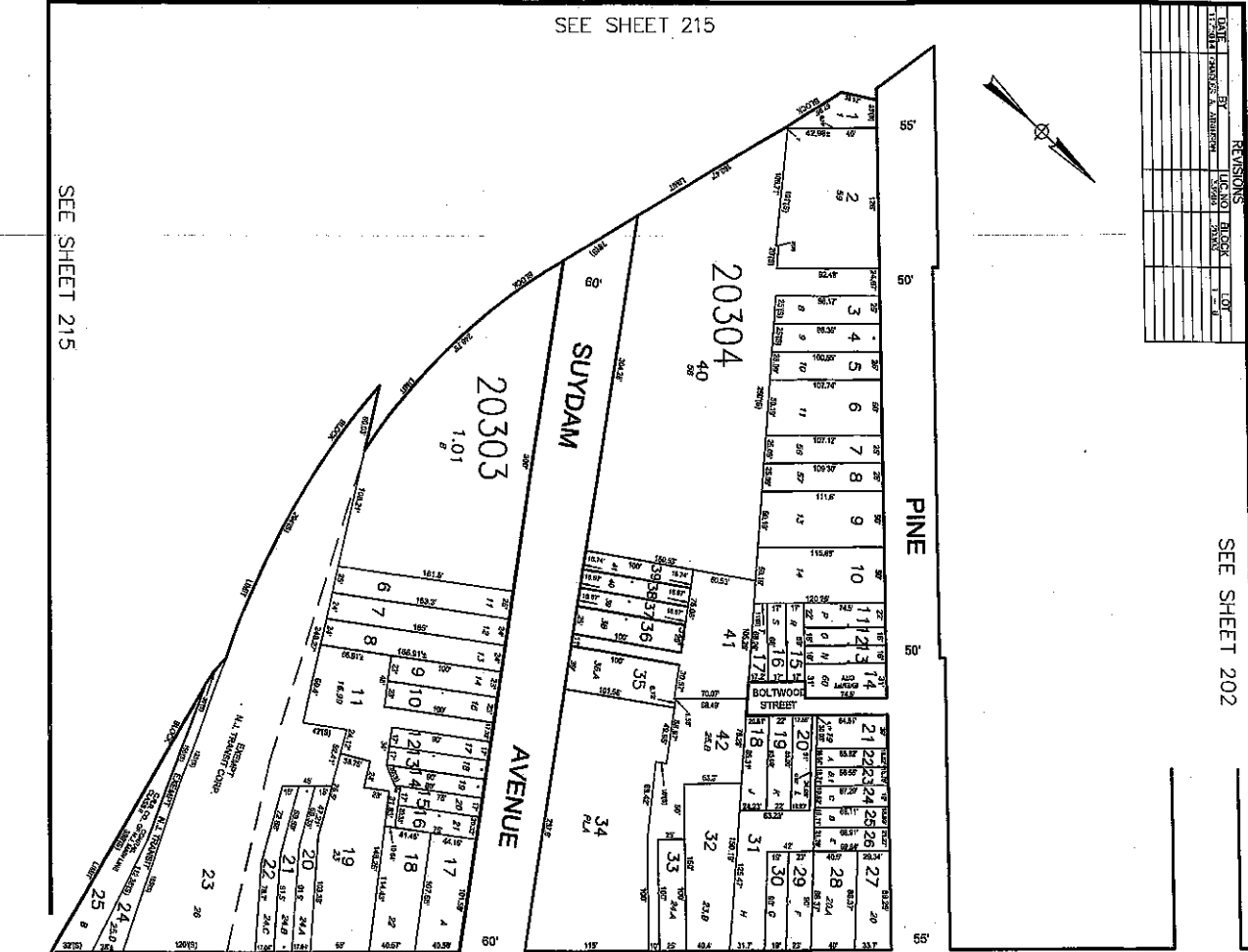
SEE SHEET 215

SEE SHEET 158

MADE - COMPLETED 7/1/2003

THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ANY KIND AND DOES NOT REPRESENT A CONTRACT.

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50'  
AUGUST, 2003  
RICHARD A. MORALE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748



SEE SHEET 190

**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 FRANK B ROSS CO INC SITE WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

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

**WHEREAS**, the Morris Canal Redevelopment Plan contemplates the redevelopment of 4 - 16 Ash Street A.K.A. the "Frank B. Ross, Co., Inc." 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, site investigation, and remedial 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 \$145,180.00 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 \$145,180.00 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

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)

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

BOB MARTIN  
Commissioner

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/RI  
Applicant: Jersey City Redevelopment Authority  
Site Name: Frank B Ross Co Inc  
4 – 16 Ash Street/Jersey City, Hudson County  
SRP PI # : 022126

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, site investigation and remedial 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, Site Investigation, and Remedial Investigation Activities at the site. The proposal includes installing borings, obtaining/analyzing soil samples, installation of temporary wells and obtaining/analyzing ground water samples. It also includes submission of a Preliminary Assessment, Site Investigation and Remedial 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 **\$145,180**.

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 **\$145,180.00** 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

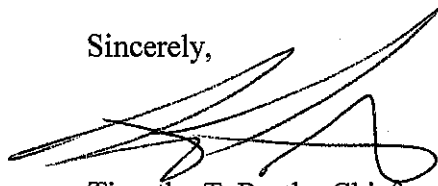
the proposed activity, funded cost, completed activity, actual cost and fund balance must be included. Please be advised that no additional funding will be provided until the invoices associated with the completed work have been submitted.

- 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 **\$145,180.00** 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 read 'Timothy T. Bartle', with a stylized flourish at the end.

Timothy T. Bartle, Chief  
Office of Brownfield Reuse

Cc: DEPFile



SEE SHEET 157

SEE SHEET 158

SEE SHEET 158

SEE SHEET 156

JOHNSTON

AVENUE

SEE SHEET 174

SEE SHEET 190

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50' AUGUST, 2008  
RICHARD A. MORALE, P.E., P.L.S.,  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07748

NEW ADVERTISING OPPORTUNITIES OF THE THOMSON  
 DIVISION OF THOMSON  
 PROPERTY ADMINISTRATION  
 ARE AVAILABLE TO THE PURCHASER OF  
 100000 SHARES OF COMMON STOCK OF THOMSON  
**Thomas & Reliance**  
 THOMSON & RELIANCE TRUST, INC. 100000 SHARES OF COMMON STOCK  
 100000 SHARES OF COMMON STOCK OF THOMSON  
 100000 SHARES OF COMMON STOCK OF THOMSON  
 100000 SHARES OF COMMON STOCK OF THOMSON

0065326239376900 - H8

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH ASH URBAN DEVELOPMENT, LLC FOR PROPERTY LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, Ash Urban Development, LLC is the Agency's designated Redeveloper under a Redevelopment Agreement dated December 24, 2014 for the construction of a new six story residential building with eighty-four (84) units, and approximately seventy-four (74) parking spaces to be constructed on Block 17502 (map attached) within the Morris Canal Redevelopment Area; and

**WHEREAS**, on March 30, 2015, the Agency and the Redeveloper entered into a First Amendment extending the environmental due diligence period to two hundred ten (210) days from the Effective Date of the Agreement with the Redeveloper having the option to elect an additional sixty (60) days extension upon written notice to the Agency; and

**WHEREAS**, the Redevelopment Agreement incorporates a time line for certain tasks to be completed; and

**WHEREAS**, the Redeveloper is in the process of performing its environmental due diligence at the site; and

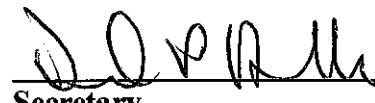
**WHEREAS**, the Redeveloper has requested an amendment to the time lines set forth in the Redevelopment Agreement which Agency staff has deemed acceptable; and

**WHEREAS**, the new time lines will extend the environmental due diligence in Schedule C to reflect Redeveloper has 180 days from the aggregate of two hundred seventy (270) days from the Effective Date of the Agreement to four hundred fifty (450) days from the Effective Date of the

Agreement and will be memorialized in a First Amendment to the Redevelopment Agreement to be prepared by Agency Counsel.

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

1. The above mentioned recitals are incorporated herein as if set forth at length;
2. Authorization be and is hereby given to execute a Second Amendment to the Redevelopment Agreement executed between the Agency and Ash Urban Development LLC for the purposes set forth above in such form and such content as is acceptable and approved by the Agency's Executive Director and Agency Counsel.
3. The Chairman, Vice Chairman and/or Secretary be and are hereby authorized to execute any and all documents required in connection with this Resolution.

  
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.**

<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 Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell Verducci	✓			

## **SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT**, (hereinafter referred to as the "Second Amendment") entered into as of the 19 day of October, 2015 (hereinafter the "Effective Date") between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "Agency"), having its offices at 66 York Street, 2<sup>nd</sup> Floor, Jersey City, New Jersey 07302 and **ASH URBAN DEVELOPMENT, LLC**, a limited liability company of the State of New Jersey (hereinafter referred to as the "Redeveloper"), having its offices AT 921 Elizabeth Avenue, Elizabeth, New Jersey 07201, to be made part of that certain redevelopment agreement between the Redeveloper and the Agency dated December 24, 2014 (the "Agreement"), and The First Amendment to the Redevelopment Agreement entered into as of March 30, 2015 ( the " First Amendment"). This Second Amendment, the First Amendment and the Agreement shall hereinafter be collectively referred to herein as the "Redevelopment Agreement".

### **WITNESSETH:**

**WHEREAS**, on November 17, 2014, the Board of Commissioners of the Agency designated the Redeveloper as -redeveloper of Block 17502, Lots 1-12 (the "Project Premises"); and

**WHEREAS**, on December 16, 2014 the Board of Commissioners of the Agency authorized the execution of the Agreement with the Redeveloper for the construction of a six story residential building with eighty-four (84) units, and seventy-four (74) parking spaces on the Project Premises; and

**WHEREAS**, on December 24, 2014, the Agency and the Redeveloper entered into the Agreement for the Development; and

**WHEREAS**, on March 30, 2015, the Agency and the Redeveloper entered into the First Amendment to the Redevelopment Agreement extending the environmental due diligence period to two hundred ten (210) days from the Effective Date of the Agreement with the Redeveloper having the option to elect an additional sixty (60) day extension upon written notice to the Agency; and

**WHEREAS**, during the due diligence period additional environmental issues have been discovered at the Project Premises which has delayed the completion of the Redeveloper's environmental due diligence, specifically tidelands claims on Lots 5, 11, & 12 which shall necessitate a tidelands grant and interim license, and the determination that the Project Premises is located in a regulated flood hazard area based on Federal Emergency Management Agency ("FEMA") flood maps which shall necessitate a Flood Hazard Area Control Act Permit ("FHACA Permit") in order to construct the Project; and

**WHEREAS**, the Local Redevelopment and Housing Law authorizes the Agency to amend a redevelopment agreement 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 and the Redeveloper desire to enter into this Second Amendment for the purpose of modifying the Agreement to reflect that the period of time for the Redeveloper to complete its environmental due diligence will be extended for an additional one hundred eighty (180) days from the aggregate of two hundred seventy (270) days from the Effective Date of the Agreement to four hundred fifty (450) days from the Effective Date of the Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and for the benefit of the parties hereto

and general public, and, further to implement the purposes of the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties hereto agree to the modifications to the Agreement as set forth below:

1. The parties hereto acknowledge and agree that Schedules C attached to and incorporated into the Agreement is hereby deemed deleted and is replaced with Schedule C attached to this Second Amendment and that the schedule attached hereto is now a part of the Redevelopment Agreement.

2. Unless amended by this Second Amendment, the Agreement and First Amendment remain in full effect and effect. All capitalized terms which are not defined in the First Amendment shall have the meaning ascribed to them in the Agreement.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Agency has caused this Second Amendment to be duly executed in its name and behalf by the Chairman of its Board of Commissioners, and its seal to be hereunto duly affixed and attested by its Secretary, and the Redeveloper has caused this Second Amendment to be duly executed in its name and behalf by its Managing Member, on or as of the day first above written.

**ATTEST:**

**JERSEY CITY REDEVELOPMENT  
AGENCY**, a body corporate & politic of the  
State of N.J.

By: \_\_\_\_\_  
David P. Donnelly, Executive  
Director and Secretary

By: \_\_\_\_\_  
ROLANDO R. LAVARRO, JR. Chairman

**WITNESS:**

**ASH URBAN DEVELOPMENT, LLC,**  
By: RL ASH, LLC, its manager

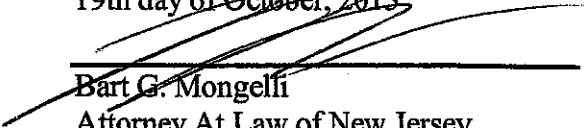
By:  \_\_\_\_\_  
Bart G. Mongelli Esq.

By:  \_\_\_\_\_  
Name: Raphael Salerno  
Title: Managing Member

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

**BE IT REMEMBERED**, that on October 19, 2015, before me, the subscriber, an Attorney at Law of the State of New Jersey, personally appeared Raphael Salermo, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Managing Member of RL ASH, LLC., the Manager of ASH URBAN DEVELOPMENT LLC, a limited liability company of the State of New Jersey, the entity named in the within Instrument and that he signed, sealed and delivered the attached document as and for his act and deed and as the authorized act and deed of ASH URBAN DEVELOPMENT LLC.

Sworn and subscribed to before me this  
19th day of October, 2015

  
Bart G. Mongelli  
Attorney At Law of New Jersey

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

**BE IT REMEMBERED**, that on October \_\_, 2015, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared David P. Donnelly, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Executive Director and Secretary of JERSEY CITY REDEVELOPMENT AGENCY, a body corporate and politic, and the body corporate and politic named in the within instrument; that Rolando R. Lavarro, Jr. is the Chairman of said body corporate and politic; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners of the body corporate and politic; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument (if affixed) is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Rolando R. Lavarro, Jr., the Chairman, as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me this  
\_\_ day of October, 2015

\_\_\_\_\_  
Notary Public



**S C H E D U L E C**

**CONSTRUCTION TIMETABLE**

<b>TASK</b>	<b>COMPLETION DATE</b>
1. Environmental Due Diligence	450 days from Effective Date
2. Preliminary and Final Site Plan to Agency	within 60 days after Environmental Due Diligence
3. Filing Preliminary and Final Site Plan	within 15 days of Agency approval
4. Preliminary and Final Site Plan Approval	within 95 days of filing same
5. Construction Plans to Agency	60 days after a final non-appealable Final Site Plan approval [Sec. 12.04]
6. Evidence of Mortgage Financing	30 days prior to Closing
7. Closing of Title to Agency Parcel	30 days from receipt of Building Permits
8. Commence Construction	24 months from Effective Date
9. Complete Construction	18 months from construction start [Sec. 2.11]

The parties hereto acknowledge that all dates shall be tolled as a result of any appeal of the Approvals from the Planning Board. The dates in the above timetable are outside dates and shall in no way prohibit the Redeveloper from completing the items set forth prior to the respective deadlines.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING ENTERING INTO A LICENSE AGREEMENT WITH ASH URBAN DEVELOPMENT LLC FOR ENTRY ONTO AGENCY-OWNED PROPERTY AT BLOCK 17502, LOT 1-12 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA.**

**WHEREAS**, the Jersey City Redevelopment Agency ("the Agency") is the owner of the property located in Block 17502, 1-12 (with street addresses 440 Whiton Street, and 2-6 Ash Street) "Project Premises" within the Morris Canal Redevelopment Area (map attached); and

**WHEREAS**, on November 17, 2014 the Jersey City Redevelopment Agency Board of Commissioners designated the Ash Urban Redevelopment ("Redeveloper" or "Licensee") for the construction of a six story residential building with a eighty-four (84) units, and seventy-four (74) parking premises on the Project Premises; and

**WHEREAS**, the Redeveloper requires access to the Project Premises to undertake remediation of the property pursuant to a Brownsfield Remediation Loan authorized by Resolution 15-08-17. ; and

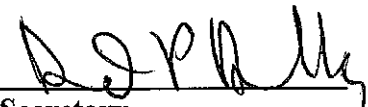
**WHEREAS**, said License will be for a term of six (6) months from the date of the execution of the License Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitations are incorporated herein as if set forth at length; authorization be and is hereby given to execute a License Agreement with Ash Urban Development, LLC for use and access to Agency owned property

Reso No. 15-10 16

located at Block 17502 Lot 1-12 within the Morris Canal Redevelopment Area for a period of 3 years.

**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.**

<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 Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell Verducci	✓			

## GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT

THIS GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of the 30 day of October, 2015 by and among ASH URBAN DEVELOPMENT, LLC, a limited liability company of the state of New Jersey, having an office at 921 Elizabeth Avenue, Elizabeth, New Jersey 07201 ("Redeveloper" or "Licensee") and THE JERSEY CITY REDEVELOPMENT AGENCY ("JCRA" or "Licensor") having an office at 66 York Street, Jersey City, New Jersey 07302.

WHEREAS, the JCRA is the owner of certain real property designated as Block 17502, Lot 1-12, as shown on the tax map of the City of Jersey City, and more commonly known by the street address of 2-16 Ash Street and 440-446 Whiton Street, (the "Property"), as described more fully in Exhibit A annexed hereto; and

WHEREAS, on November 17, 2014, the Board of Commissioners of the Agency designated the Redeveloper as redeveloper of Block 17502, Lots 1-12 ("Project Premises"); and

WHEREAS, on December 16, 2014, the Board of Commissioners of the Agency authorized the execution of the Agreement with the Redeveloper for the construction of a six story residential building with eighty-four (84) units, and seventy-four (74) parking spaces on the Project Premises; and

WHEREAS, on December 24, 2014, the Agency and the Redeveloper entered into the Agreement for the Development; and

WHEREAS, pursuant to the Agreement, the Redeveloper will undertake remediation of the Project Premises, pursuant to a Brownsfield Remediation Loan, as authorized by Resolution 15-08-17; and

WHEREAS, by consent of the parties, remediation may commence prior to the closing of title to the Property; and

WHEREAS, in order to carry out the remediation, the Redeveloper as the Licensee has requested Licensor's permission to enter upon, use and occupy, solely as a license (the "License"), the Property for the sole purpose of carrying out remediation activities which are necessary to begin the Project; and

WHEREAS, Licensee's activities under this License Agreement will be restricted to remediation activities only as described more fully below; and

WHEREAS, Licensor is willing to grant to Licensee or its duly designated agents, servants, volunteers, employees, and contractors, such permission and the within License to enable Licensee to do so upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the Licensor and Licensee hereby agree as follows:

**1. Grant of Access.** Licensor hereby grants Licensee a limited License to enter onto the

Property for the purpose of carrying out environmental remediation activities only, as defined below. Licensee, and its authorized agents, employees, servants, volunteers, and contractors, are authorized to enter onto the Property during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Licensee agrees to provide forty-eight (48) hours advanced written notice to Licenser of the dates and times it will require access to the Property, said dates and times to be reasonably acceptable to Licenser. The License granted herein shall give Licensee the right to enter onto the portions of the Property at times agreed to by the parties where the Work, as defined below, will be performed. Licensee agrees that it has been granted only a License by Licenser to enter upon and use the Property for the specific purposes set forth herein and that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in and to the Property and/or the Project, nor any exclusive privilege or right to enter onto the Property and/or any other portion of the Project, by virtue of this License. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties.

**2. Pre-Entry Responsibilities.** Licensee or any authorized or duly designated agents, servants, volunteers, employees, and contractors, in furtherance of its activities on the Property shall take reasonable precautions to minimize damage to the Property from the Work and to ensure Work Site safety. Licensee shall be solely responsible to: (i) obtain any and all permits required to conduct the Work, as defined below; (ii) locate any underground utilities and facilities on the Property prior to commencement of the Work, as defined below; (iii) ensure all electric, gas, water, steam, sewer, and other service lines shall be shut off, capped, or otherwise controlled; (iv) take all necessary steps to prepare the Work Site for environmental remediation in accordance with all federal, state and local laws including applicable Jersey City building, construction and health code requirements; and (v) shall procure at its sole expense the necessary equipment to carry out the Work described below including containers or dumpsters to remove debris, wreckage, refuse, rubbish and garbage resulting from environmental remediation activities. Licenser shall reasonably cooperate with and assist Licensee with Licensee's efforts to locate such utilities, equipment and facilities.

**3. Work.** Licensee or any authorized or duly designated agents, servants, volunteers, employees, and contractors, shall perform or cause to be performed the Work at its sole cost and expense. The Work shall include, and be limited to, environmental remediation activities, including but not limited to excavation and disposal of hazardous and petroleum-contaminated soil; demolition and disposal of subsurface concrete slabs; and installation and monitoring of groundwater wells. The Work shall also include all necessary cleanup activities, including but not limited to the removal of all debris, wreckage, refuse, rubbish and garbage resulting from the Licensee's environmental remediation activities. Licensee shall ensure that all Work is conducted in accordance with all applicable permits, and other government requirements, including but not limited to those promulgated by the U.S.

Occupational Safety and Health Administration ("OSHA"), New Jersey Department of Environmental Protection ("NJDEP"), and shall be conducted so as to minimize damage to the Property and interference with activities associated with any occupants of the Property.

4. **Storage of Materials.** Licensee shall not store, nor shall it permit its authorized or duly designated agents, servants, volunteers, employees, and contractors, to store any materials or equipment on the Property.
5. **Work Site.** Licensee agrees to keep the Property neat and free from refuse, trash, garbage and debris at all times. Licensee agrees to be solely responsible for removing all debris, wreckage, rubbish and garbage resulting from environmental remediation activities. No alcohol is permitted in the Property at any time. Upon termination of this Agreement, Licensee shall promptly remove from the Property all equipment and all materials of any nature used in connection with the Event brought onto the Property by or at the direction of Licensee and shall restore the Property to the condition it was in prior to the Project to the reasonable satisfaction of Licensors.
6. **Safety.** All activities undertaken by Licensee on the Property shall be performed in a safe, good and workmanlike so as to ensure the safety of all persons at the Property, including but not limited to Licensee's authorized or duly designated agents, servants, volunteers, employees, and contractors, in accordance with all applicable federal, state, county and municipal laws and the rules and regulations of Licensors and in a manner designed to minimize the effect of such activity on Licensors and other property owners in, on and around the Property and their respective tenants, licensees and occupants. All of Licensee's agents, volunteers or employees performing the Project shall display proper identification at all times. Work shall be done so as to not create a hazard to pedestrians or vehicles.
7. **Indemnification.** Licensee agrees to assume all security and protection for, risk of loss and/or damage to property or injury to or death of persons arising out of its use of the Property or implementation of the Project unless same is the result of the gross negligence or willful misconduct of Licensors. Licensee shall defend, indemnify and hold harmless Licensors and each of their respective employees, agents, directors, officers and representatives, including but not limited to Brownfield Redevelopment Services (collectively, the "Licensors Indemnified Parties") from and against any and all costs, expenses (including, without limitation, attorney fees, disbursements and court costs), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits or demands for injury to, or death of any person or damage to any tangible property incurred by or asserted against any Licensors Indemnified Party or Parties to the extent caused by or arising out of Licensee's use of the Property or implementation of the Project. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **Insurance.** Licensee shall carry and maintain, at its sole cost and expense, the insurance coverages outlined on Exhibit B attached hereto. It shall be the Licensee's sole responsibility to maintain Worker's Compensation insurance for any of its authorized or duly designated agents, servants, volunteers, employees, if applicable, in accordance with all applicable federal, state, county and municipal laws. All insurance must be submitted to the JCRA as Licensors for review and approval prior to any entry by Licensee onto the Property.
9. **Oversight.** Licensors shall have the right to monitor Licensee's Work and enter the Property at any time without notice to Licensee.
10. **Cost.** All activity performed or to be performed under this License and all obligations and expenses associated therewith shall be at the sole cost and expense of and be borne solely by Licensee.
11. **Assignment.** Licensee shall not assign this Agreement or any rights hereunder without the prior written consent of Licensors, which consent may be withheld in Licensors' sole discretion. Licensee shall not permit third parties to enter the Property at any time.
12. **Information.** Licensee will provide Licensors copies of reports submitted to and received from any federal, state, county or municipal government and any department, agency, bureau or other similar type of body regarding the testing accomplished on the Property.
13. **Term of License.** The rights herein granted to Licensee shall be deemed a License in favor of Licensee for the limited purposes set forth herein. This License shall be for a term of six months (6) from the date of execution of this License Agreement, which may be extended for an additional six months (6) if required by mutual consent of the parties. This License may be terminated by either party, at any time, for any cause or for the benefit of the public upon sixty (60) days written notice to the other party, or (i) upon receipt of notice by Licensors from any governmental authority that the License violates any federal, state, county or municipal law or requiring that this License be immediately revoked or (ii) any failure of Licensee to timely comply with any of the terms, covenants or conditions of this Agreement. However, the parties agree that the conditions set forth in Paragraphs 4, 5, 7, 8, and 10 shall survive termination of this License.
14. **Good and Workmanlike Quality.** Licensee agrees that all work undertaken by it on the Property shall be accomplished in a good and workmanlike manner and in accordance with all governmental regulations.
15. **Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified unless in a writing executed by both

parties. This License shall not constitute any admission of liability for environmental contamination of the Property by Licensee or a waiver by Licensor of any right or remedy it has, or may have, at law.

16. **Choice of Law.** This License shall be governed by the laws of the State of New Jersey.
17. **No Obligation To Perform Work.** The parties agree that this agreement gives Licensee the right to perform the Work, but does not obligate Licensee or impose a duty on Licensee to perform the Work defined herein.
18. **Binding on Successors.** This agreement is binding upon and inures to the benefit of Licensor and Licensee and their respective heirs, executors, administrators, personal representatives, successor, transferees and assigns.
19. **Construction.** Licensor and Licensee acknowledge that this agreement has been negotiated at arms length, and therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document. If any part of this agreement is for any reason found to be unenforceable, all of the remaining portions nevertheless remain enforceable.
20. **Waiver or Breach of Term.** The waiver of any breach of any term or condition of this agreement does not waive any other breach of that term or condition or of any other term or condition.
21. **Effective Date.** This agreement may be executed in parts and shall be effective on the date last written below.
22. **Authorization to Execute.** Each person executing this agreement represents that the execution of this agreement has been duly authorized by the party on whose behalf the person is executing this agreement and that such person is authorized to execute the agreement on behalf of such party.
23. **Notice.**
  - (a) All notices, demands, requests and approvals hereunder shall be in writing and shall be forwarded to (i) Licensor by reputable overnight carrier or by depositing the same in the United States mails, by certified mail, return receipt requested, by addressing the same to David Donnelly, Executive Director, Jersey City Redevelopment Agency, 66 York Street, Jersey City, NJ 07302, and to (ii) Licensee by forwarding the same in the manner set forth above, addressing the same to Ralph Salerno, President, Ash Urban Development, LLC, 921 Elizabeth Avenue, Elizabeth, NJ 07201.
  - (b) All notices, demands, requests and approvals shall be deemed to have been

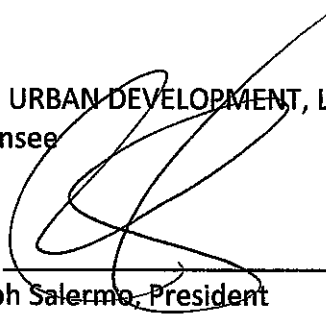


received: (i) in the case of delivery by overnight courier, the following business day after delivery to such overnight courier, or (ii) in the case of delivery by certified mail, upon the earlier of actual receipt thereof or the third (3rd) calendar day after such mailing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

ASH URBAN DEVELOPMENT, LLC,  
Licensee

Date: 10-20-15

By:   
Ralph Salerno, President

The Jersey City Redevelopment Agency, Licensor

Date: 10-20-15

By:   
Name: David Donnelly  
Title: Executive Director

**EXHIBIT A**  
**THE PROPERTY**

## EXHIBIT B

### Insurance Requirements

1. Coverage Required: **Commercial General Liability & Umbrella Excess Liability no less than \$10,000,000.00;**
2. **Workers' Compensation And Employers' Liability;**
3. **Automobile Liability in an amount of not less than One Million (\$1,000,000.00) Dollars in Combined Single Limits**
4. Policy Numbers
5. Commencement and Expiration Dates of Policies
6. Please have the **Additional Insured** reflect as follows: For legal purposes, do not abbreviate unless otherwise indicated.

ASH URBAN DEVELOPMENT, LLC, AND ALL PRINCIPALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF THE ABOVE NAMED ENTITIES AS ADDITIONAL INSURED WITH RESPECT TO GENERAL LIABILITY AND EXCESS/UMBRELLA LIABILITY COVERAGE.

7. Please have the **Certificate Holder** read exactly and mailed to:

Ash Urban Development, LLC  
921 Elizabeth Avenue  
Elizabeth, NJ 07201  
Attn: Commercial

8. Minimum of Thirty (30) Day unqualified cancellation clause. Please omit the words "endeavor to" from your cancellation clause.
9. Since Certificates of Insurance confer no rights, you are also **required to provide** us with Binders followed by Endorsements to your policies, which indicate the Additional Insured status on the policies.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH GRAFFITI 125, LLC WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, by Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") dated May 19, 2015 Graffiti 125, LLC was designated as redeveloper ("Redeveloper" or "Graffiti 125") for the construction of a vacant, six-story industrial building into multi-family loft-style residential housing containing a total of approximately one hundred fifty-two (152) units (the "Project") for Block 17503, Lot 1 more commonly known as 125 Monitor Street within the Morris Canal Redevelopment Area; 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 Agency and Graffiti 125 have negotiated and agreed to a redevelopment agreement (hereinafter the "Agreement") in the form substantially attached hereto; and

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

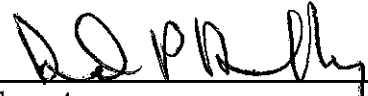
**WHEREAS**, the Project will be constructed in accordance with the terms and conditions of the Redevelopment Agreement and the Redevelopment Plan.

**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.
- 2) Approval of the Redevelopment Agreement between the Jersey City Redevelopment Agency and Graffiti 125, LLC 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) 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 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 MC  
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"), which agreement was amended by a First Amendment dated February 22, 2012, (hereinafter collectively referred to as the "LMD Agreement"); and

**WHEREAS**, the First Amendment included the approval of LP Maple LLC/LP Maple Realty LLC (hereinafter "LP Maple", collectively with LMD the "Redeveloper") with respect to the purchase of Block 19003, Lots 13-16 prior Block 2073, Lots 1, A, 27.99 and 32 (hereinafter the "Property"); and

**WHEREAS**, the Redeveloper has requested the Agency's consent to a purchase and sale of the Property to MC Maple, LLC and

**WHEREAS**, upon review of MC Maple's application and proposal, the Agency's executive staff recommends approving MC Maple, LLC as a proposed transferee and redeveloper with regards to the Property, which shall be contingent upon and effectuated by MC Maple, LLC entering into a new Redevelopment Agreement (hereinafter "MC Maple Agreement") with the Agency, the terms and conditions of which will be negotiated by the parties; and

**WHEREAS**, it shall only be upon approval of the MC Maple Agreement for the Property, that the Property would be severed and released from the LMD Agreement; and

**WHEREAS**, the LMD Agreement remains in force and effect with regard to the Property until such time as MC Maple and the Agency enter into a new Redevelopment Agreement for the Property; and

**WHEREAS**, all other terms and conditions of the LMD Agreement shall be unaffected by this transfer and shall remain in full force and effect; and

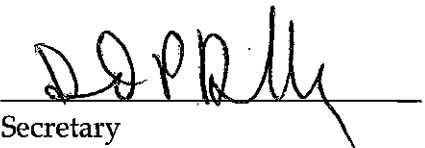
**WHEREAS**, the approval of this proposed transfer will expire six months from the date of this Resolution unless MC Maple and the Agency have entered into a new RDA: and

**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. Approval of MC Maple, LLC as a proposed transferee and redeveloper with regards to the Property, contingent upon MC Maple, LLC entering into a new Redevelopment Agreement with the Agency, is hereby granted.
3. The Agency is authorized to negotiate a new Redevelopment Agreement with MC Maple, LLC, as an approved transferee and redeveloper of the Property.
4. The Agency's consent to the purchase and sale of the Property only applies to MC Maple, LLC as an approved transferee and redeveloper of the Property.
5. The Property shall only be severed or released from the terms and conditions of the LMD Agreement upon the execution of a new Redevelopment Agreement between the Agency and MC Maple, LLC and until such time, with regard to the Property, remains in force and effect.
6. All other terms and conditions of the LMD Agreement are undisturbed by the approval of this transfer and shall remain in full force and effect.

7. The approval of this proposed transfer will expire six months from the date of this Resolution unless MC Maple and the Agency have entered into a new RDA.

**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 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	✓			



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

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

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

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

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

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

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

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

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

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

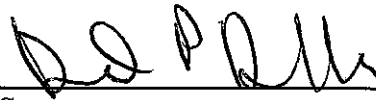
**WHEREAS**, Agency staff continue negotiations with the Redeveloper in an effort to  
successfully reach the terms of a formal Redevelopment Agreement; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the  
Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if  
set forth at length; 2) the Memorandum of Agreement between the Jersey City  
Redevelopment Agency, the Cordish Company and Jersey City Powerhouse Arts District  
LLC is hereby extended for 180 days (April 30, 2016) with the option to extend said  
Agreement for an additional 60 days at the sole discretion of the Agency's 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 the purposes of this Resolution subject to the review and approval of the Agency's General Counsel.

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of 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  
AUTHORIZING ENTERING INTO AN AGREEMENT  
NO. 15-10-BA4 WITH FUSION CREATIVE FOR GRAPHIC  
DESIGN & WEB SERVICES FOR THE PERIOD  
OCTOBER 6, 2015 THROUGH OCTOBER 5, 2016**

**WHEREAS**, the Jersey City Redevelopment Agency (hereinafter "JCRA") is desirous of continuing its graphic design and web site maintenance services with Fusion Creative; and

**WHEREAS**, Fusion Creative. has been under contract with the JCRA since September, 2006; and

**WHEREAS**, Fusion Creative, is a local Jersey City firm, with the knowledge, ability and experience to maintain the JCRA's web site; and

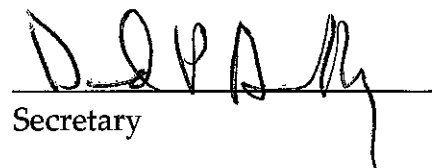
**WHEREAS**, Fusion Creative. will conduct these services for the period October 6, 2015 through October 5, 2016 for a not to exceed amount of \$25,000; and

**WHEREAS**, Fusion has completed and submitted a Business Entity Disclosure Certification which certifies that their firm has not made any reportable contributions to a political or candidate committee of the elected Commissioners of the Jersey City Redevelopment Agency in the previous one year, and that the contract will prohibit Fusion from making any reportable contributions through the term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the above recitals are incorporated herein as if set forth at length.

**BE IT FURTHER RESOLVED**, that a contract in the not to exceed amount of \$25,000.00 be awarded to Fusion Creative of Jersey City, New Jersey for the purpose of graphic design services and website maintenance for the Jersey City Redevelopment Agency be 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

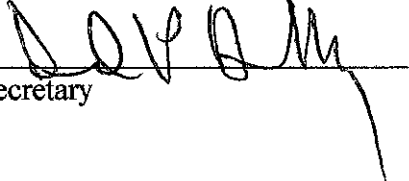
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of October 20, 2015

<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	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF OCTOBER 20, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of October 20, 2015.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of October 20, 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>ABSTAINED</u>	<u>ABSENT</u>
Diane Coleman				
Evelyn Farmer				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci				

Run date: 10/20/2015 @ 13:49

Bus date: 10/20/2015

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

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

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 215.11 - Deferred Compensation				
615 METLIFE				
	19842 DEFERRED SALARY PER ATTACHED	615 METLIFE		
		1	Inv	710.00
	19844 DEFERRED SALARY PER ATTACHED	615 METLIFE		
		1	Inv	710.00
615 METLIFE			*** Vendor total ***	1,420.00
A10 215.11 - Deferred Compensation				
			*** Account total ***	1,420.00
A10 520.03 - Optical				
183 BARBARA A. AMATO				
	19820 CONTACT LENSES & COPAY EYE DOC	183 BARBARA A. AMATO		
		1	Inv	145.00
183 BARBARA A. AMATO			*** Vendor total ***	145.00
A10 520.03 - Optical				
			*** Account total ***	145.00
A10 520.04 - Dental				
106 MARYPAT NOONAN				
	19819 REIMBURSEMENT FOR DENTAL EXP.	106 MARYPAT NOONAN		
		1	Inv	238.00
106 MARYPAT NOONAN			*** Vendor total ***	238.00
770 ELIZABETH VASQUEZ				
	19825 REIMBUR. OF SPOUSE'S DENTAL EX	770 ELIZABETH VASQUEZ		
		1	Inv	184.00
770 ELIZABETH VASQUEZ			*** Vendor total ***	184.00
A10 520.04 - Dental				
			*** Account total ***	422.00
A10 610.01 - Project - Legal				
199 JOHN J. CURLEY, LLC				
	19863 LEGAL SERVICES- OUSTANDING INV	199 JOHN J. CURLEY, LLC		
		1	Inv	12,911.07
199 JOHN J. CURLEY, LLC			*** Vendor total ***	12,911.07
932 NOWELL AMOROSO KLEIN BIERMAN,				
	19858 LEGAL SERVICES - DEP V. PPG V.	932 NOWELL AMOROSO KLEIN BIERMAN,		
		1	Inv	1,740.25
932 NOWELL AMOROSO KLEIN BIERMAN,			*** Vendor total ***	1,740.25
A10 610.01 - Project - Legal				
			*** Account total ***	14,651.32
A10 610.02 - Project - Environmental				
1009 ENVIROTACTICS				
	19831 ENVIRONMENTAL SERVICES-ASH STR	1009 ENVIROTACTICS		
		1	Inv	52,844.46
1009 ENVIROTACTICS			*** Vendor total ***	52,844.46
A10 610.02 - Project - Environmental				
			*** Account total ***	52,844.46



Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.03 - Project - Financial/Accounting				
	761 BLACKBAUD FUNDWARE			
	19817 FINANCIAL EDGE BUNDLE -1000094	761 BLACKBAUD FUNDWARE		
		1	Inv	7,888.00
	761 BLACKBAUD FUNDWARE	*** Vendor total ***		7,888.00
A10 610.03 - Project - Financial/Accounting		*** Account total ***		7,888.00
A10 610.05 - Project - Appraisals				
	52 COONEY BOVASSO REALTY ADVISORS			
	19866 APPRAISALS SERVICES - 68-74 SI	52 COONEY BOVASSO REALTY ADVISORS		
		1	Inv	8,000.00
	52 COONEY BOVASSO REALTY ADVISORS	*** Vendor total ***		8,000.00
	266 VALUE RESEARCH GROUP, LLC			
	19867 APPRAISAL SERVICES-163-165 CLE	266 VALUE RESEARCH GROUP, LLC		
		1	Inv	3,550.00
	19868 APPRAISAL SERVICES-125 MONITOR	266 VALUE RESEARCH GROUP, LLC		
		1	Inv	8,500.00
	19869 APPRAISAL SERVICES - 208 COLUB	266 VALUE RESEARCH GROUP, LLC		
		1	Inv	3,550.00
	266 VALUE RESEARCH GROUP, LLC	*** Vendor total ***		15,600.00
A10 610.05 - Project - Appraisals		*** Account total ***		23,600.00
A10 610.07 - Project - Engineering				
	861 AMEC E & FOSTER, INC.			
	19809 BAYFRONT - CONSULTING SERVICES	861 AMEC E & FOSTER, INC.		
		1	Inv	4,665.48
	19810 BAYFRONT - HAZMAT SURVEYING SV	861 AMEC E & FOSTER, INC.		
		1	Inv	12,198.78
	861 AMEC E & FOSTER, INC.	*** Vendor total ***		16,864.26
A10 610.07 - Project - Engineering		*** Account total ***		16,864.26
A10 610.08 - Project - Other Expense				
	161 PUBLIC SERVICE ELECTRIC & GAS			
	19811 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	53.22
	19812 ELECTRIC SERVICES - 405 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	9.53
	19813 ELLECTRIC & GAS-405 OCEAN AVE	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	47.13
	19814 ELECTRIC & GAS SERVICES-407 OC	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	68.85
	19815 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	1.05
	19875 ELECTRIC & GAS SERVICES-405 OC	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	44.91
	19876 ELECTRIC SERVICES-407 OCEAN AV	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	13.97
	19877 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.08 - Project - Other Expense				
	19878 ELECTRIC & GAS 407 OCEAN AVENU	1 161 PUBLIC SERVICE ELECTRIC & GAS	Inv	29.94
	19879 ELECTRIC SERVICES - 405 OCEAN	1 161 PUBLIC SERVICE ELECTRIC & GAS	Inv	112.71
	161 PUBLIC SERVICE ELECTRIC & GAS	1 *** Vendor total ***	Inv	8.46 389.77
	669 NEW JERSEY ECONOMIC DEVELOPMEN			
	19848 HAZARDOUS DISCHARGE SITE REMED	669 NEW JERSEY ECONOMIC DEVELOPMEN 1	Inv	500.00
	19850 HAZARDOUS DISCHARGE SITE REMED	669 NEW JERSEY ECONOMIC DEVELOPMEN 1	Inv	500.00
	669 NEW JERSEY ECONOMIC DEVELOPMEN	*** Vendor total ***		1,000.00
A10 610.08 - Project - Other Expense				
		*** Account total ***		1,389.77
A10 610.11 - Project - Exterior Maintenance				
	936 BARNES CONTRACTOR CONSTRUCTION			
	19864 LOT CLEAN UP - 40 ORIENT AVENU	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	7,000.00
	19865 LOT CLEAN UP - 204 STEGMAN STR	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	4,700.00
	936 BARNES CONTRACTOR CONSTRUCTION	*** Vendor total ***		11,700.00
A10 610.11 - Project - Exterior Maintenance				
		*** Account total ***		11,700.00
A10 620.06 - GD - Other Expense				
	186 IN-LINE AIR CONDITIONING CO.,			
	19804 BETZ-CERC -SERVICES FOR THE KI	186 IN-LINE AIR CONDITIONING CO., 1	Inv	210.00
	19805 BETZ-CERC AIR CONDITION SERVI	186 IN-LINE AIR CONDITIONING CO., 1	Inv	262.50
	19806 BETZ-CERC SERVICES FOR ROOM 1	186 IN-LINE AIR CONDITIONING CO., 1	Inv	2,024.90
	19807 BETZ-CERC - SERVICE CALL	186 IN-LINE AIR CONDITIONING CO., 1	Inv	355.85
	186 IN-LINE AIR CONDITIONING CO.,	*** Vendor total ***		2,853.25
	752 J & B LANDSCAPE, INC.			
	19808 BETZ-CERC MONTHLY MAINTENANCE	752 J & B LANDSCAPE, INC. 1	Inv	1,097.50
	752 J & B LANDSCAPE, INC.	*** Vendor total ***		1,097.50
A10 620.06 - GD - Other Expense				
		*** Account total ***		3,950.75
A10 650.01 - Office Rent				
	917 66 YORK STREET, LLC			
	19818 RENT FOR THE MONTH OF NOVE., 2	917 66 YORK STREET, LLC 1	Inv	10,680.07
	917 66 YORK STREET, LLC	*** Vendor total ***		10,680.07
A10 650.01 - Office Rent				
		*** Account total ***		10,680.07

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Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 660.01 - Liability Insurance				
	812 PETROCCI AGENCY, LLC			
	19828 LIABILITY ON SECOND STREET UNI	812 PETROCCI AGENCY, LLC		
		1	Inv	1,194.00
	812 PETROCCI AGENCY, LLC	*** Vendor total ***		1,194.00
A10 660.01 - Liability Insurance		*** Account total ***		1,194.00
A10 670.03 - Office Supplies				
	69 STAPLES, INC			
	19839 OFFICE SUPPLIES -VARIOUS INVOI	69 STAPLES, INC		
		1	Inv	1,331.96
	69 STAPLES, INC	*** Vendor total ***		1,331.96
A10 670.03 - Office Supplies		*** Account total ***		1,331.96
A10 670.04 - Printing and Advertising				
	72 THE EVENING JOURNAL ASSOCIATIO			
	19816 PUBLIC NOTICE- ARTICAL FOR SEP	72 THE EVENING JOURNAL ASSOCIATIO		
		1	Inv	330.38
	72 THE EVENING JOURNAL ASSOCIATIO	*** Vendor total ***		330.38
	443 THE HUDSON REPORTER ASSOC., LP			
	19824 LEGAL ADVERTISEMENT- BOARD MEE	443 THE HUDSON REPORTER ASSOC., LP		
		1	Inv	86.40
	443 THE HUDSON REPORTER ASSOC., LP	*** Vendor total ***		86.40
A10 670.04 - Printing and Advertising		*** Account total ***		416.78
A10 670.05 - Postage				
	94 FEDERAL EXPRESS			
	19823 OVERNIGHT DELIVERIES	94 FEDERAL EXPRESS		
		1	Inv	91.59
	19872 OVERNIGHT DELIVERIES	94 FEDERAL EXPRESS		
		1	Inv	100.26
	94 FEDERAL EXPRESS	*** Vendor total ***		191.85
	111 PITNEY BOWES CREDIT CORPORATIO			
	19837 QUARTERLY LEASE PAYMENT	111 PITNEY BOWES CREDIT CORPORATIO		
		1	Inv	342.00
	111 PITNEY BOWES CREDIT CORPORATIO	*** Vendor total ***		342.00
A10 670.05 - Postage		*** Account total ***		533.85
A10 670.06 - Rental of Equipment				
	644 TOSHIBA FINANCIAL SERVICES			
	19841 MONTHLY CHARGECOLOR COPIER	644 TOSHIBA FINANCIAL SERVICES		
		1	Inv	1,353.02
	644 TOSHIBA FINANCIAL SERVICES	*** Vendor total ***		1,353.02
	884 TWIN ROCKS SPRING WATER			
	19827 WATER & COOLER RENTAL	884 TWIN ROCKS SPRING WATER		

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.06 - Rental of Equipment				
		1 *** Continued ***		
	19873 WATER & COOLER RENTAL	884 TWIN ROCKS SPRING WATER	Inv	86.00
	884 TWIN ROCKS SPRING WATER	1	Inv	78.05
		*** Vendor total ***		164.05
A10 670.06 - Rental of Equipment				
		*** Account total ***		1,517.07
A10 670.07 - Travel				
	770 ELIZABETH VASQUEZ			
	19840 TRAVEL EXPENSES	770 ELIZABETH VASQUEZ		
		1	Inv	138.28
	770 ELIZABETH VASQUEZ	*** Vendor total ***		138.28
	975 DAVID P. DONNELLY			
	19874 TRAVEL EXPENSES FOR SEPTEMBER	975 DAVID P. DONNELLY		
		1	Inv	132.08
	975 DAVID P. DONNELLY	*** Vendor total ***		132.08
A10 670.07 - Travel				
		*** Account total ***		270.36
A10 670.08 - Miscellaneous Operating Exp.				
	91 HUDSON COUNTY REGISTER			
	19880 RECORDING FEE FOR ASH URBAN DE	91 HUDSON COUNTY REGISTER		
		1	Inv	33.00
	91 HUDSON COUNTY REGISTER	*** Vendor total ***		33.00
	92 RUTGERS UNIVERSITY			
	19822 PRINCIPLES OF REDEVEL. EMA GRE	92 RUTGERS UNIVERSITY		
		1	Inv	600.00
	19843 PUBLIC PURCHASINGII-ELIZABETH	92 RUTGERS UNIVERSITY		
		1	Inv	914.00
	92 RUTGERS UNIVERSITY	*** Vendor total ***		1,514.00
	160 VERIZON WIRELESS			
	19826 MANTHLY CHARGES-AUG. 24 TO SEP	160 VERIZON WIRELESS		
		1	Inv	296.28
	160 VERIZON WIRELESS	*** Vendor total ***		296.28
	495 CENTRAL PARKING SYSTEM			
	19836 PARKING (11) SPACES @\$75 EACH	495 CENTRAL PARKING SYSTEM		
		1	Inv	825.00
	495 CENTRAL PARKING SYSTEM	*** Vendor total ***		825.00
	514 BOUQUETS & BASKETS			
	19829 FLORAL ARRANG.- JOHN PETKANAS	514 BOUQUETS & BASKETS		
		1	Inv	65.00
	514 BOUQUETS & BASKETS	*** Vendor total ***		65.00
	606 FUSION CREATIVE			
	19838 JCRA- ANNUAL HOSTING FEE-T-SHI	606 FUSION CREATIVE		
		1	Inv	4,305.50
	606 FUSION CREATIVE	*** Vendor total ***		4,305.50

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.08 - Miscellaneous Operating Exp.				
	713 CASH		*** Continued ***	
	19832 PETTY CASH REPLENISHMENT	713 CASH		
		1	Inv	300.00
	713 CASH		*** Vendor total ***	300.00
	917 66 YORK STREET, LLC			
	19833 ELECTRIC UTILITY PAYMENT	917 66 YORK STREET, LLC		
		1	Inv	718.52
	19834 MONTHLY OPERATING EXPENSE	917 66 YORK STREET, LLC		
		1	Inv	172.14
	917 66 YORK STREET, LLC		*** Vendor total ***	890.66
	920 MOISHE'S SELF STORAGE			
	19835 STORGE RENT - OCTOBER,2015	920 MOISHE'S SELF STORAGE		
		1	Inv	700.00
	920 MOISHE'S SELF STORAGE		*** Vendor total ***	700.00
	933 CRYSTAL POINT CONDOMINIUM ASSO			
	19830 MONTHLY MAINTENANCE -NOVEMBER,	933 CRYSTAL POINT CONDOMINIUM ASSO		
		1	Inv	130.97
	933 CRYSTAL POINT CONDOMINIUM ASSO		*** Vendor total ***	130.97
	980 WORKZONE, LLC			
	19821 QUARTERLY PYMT. - DATA BASE	980 WORKZONE, LLC		
		1	Inv	900.00
	980 WORKZONE, LLC		*** Vendor total ***	900.00
A10 670.08 - Miscellaneous Operating Exp.			*** Account total ***	9,960.41
A20 610.02 - Grant - Environmental				
	944 BROWNFIELD SCIENCE & TECHNOLOG			
	19871 ENVIRON. SERVICES - DWIGHT & O	944 BROWNFIELD SCIENCE & TECHNOLOG		
		1	Inv	767.25
		2	Inv	767.25
		3	Inv	767.25
		4	Inv	767.25
		5	Inv	767.25
		6	Inv	294.75
	944 BROWNFIELD SCIENCE & TECHNOLOG		*** Vendor total ***	4,131.00
	1013 ADAMS, RENMANN & HEGGAN ASSOCI			
	19854 ENVIRONMENTAL SVCS. - EDA HAZ.	1013 ADAMS, RENMANN & HEGGAN ASSOCI		
		1	Inv	175.00
	1013 ADAMS, RENMANN & HEGGAN ASSOCI		*** Vendor total ***	175.00
A20 610.02 - Grant - Environmental			*** Account total ***	4,306.00
A20 610.07 - Grant - Engineering				
	1016 MASER CONSULTING, PA			
	19870 SURVEYING SERVICES - GREENWAY	1016 MASER CONSULTING, PA		
		1	Inv	3,135.00
	1016 MASER CONSULTING, PA		*** Vendor total ***	3,135.00

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.07 - Grant - Engineering		*** Account total ***		3,135.00
A20 610.08 - Grant - Other Expenses				
606 FUSION CREATIVE				
19861 BERRY LANE PARK- DESIGN CONSUL	606 FUSION CREATIVE			
	1	Inv		3,796.53
606 FUSION CREATIVE		*** Vendor total ***		3,796.53
636 BROWNFIELD REDEVELOPMENT SOLUT				
19846 GRAND JERSEY-EPA GRANT MANAGMT	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		255.00
19847 DWIGHT OCEAN-EPA GRANT MANGMT.	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		483.25
	2	Inv		310.75
	3	Inv		129.25
19849 EPA GRANT MANAGMT. - REVOLVING	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		1,852.50
19851 EPA GRANT MANAGMENT- REVOLVING	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		3,018.20
19852 EPA GRANT MANGMT. - PETROLEUM	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		121.50
19853 EPA GRANT-HAZARDOUS GRANT	636 BROWNFIELD REDEVELOPMENT SOLUT			
	1	Inv		255.00
636 BROWNFIELD REDEVELOPMENT SOLUT		*** Vendor total ***		6,425.45
669 NEW JERSEY ECONOMIC DEVELOPMEN				
19845 BERRY LANE PARK-SITE REMEDIATI	669 NEW JERSEY ECONOMIC DEVELOPMEN			
	1	Inv		500.00
19857 HAZARDOUS DISCHARGE - SITE REM	669 NEW JERSEY ECONOMIC DEVELOPMEN			
	1	Inv		500.00
669 NEW JERSEY ECONOMIC DEVELOPMEN		*** Vendor total ***		1,000.00
957 LAWNS BY YORKSHIRE, INC.				
19860 MONTHLY LAWN MAINTEN. BERRY LA	957 LAWNS BY YORKSHIRE, INC.			
	1	Inv		1,024.14
957 LAWNS BY YORKSHIRE, INC.		*** Vendor total ***		1,024.14
A20 610.08 - Grant - Other Expenses		*** Account total ***		12,246.12
A20 610.15 - Construction				
965 MAST CONSTRUCTION SERVICES, IN				
19859 BERRY LANE - CONSTRUCTION MANA	965 MAST CONSTRUCTION SERVICES, IN			
	1	Inv		20,225.00
965 MAST CONSTRUCTION SERVICES, IN		*** Vendor total ***		20,225.00
994 FLANAGAN CONTRACTING GROUP, IN				
19855 BERRY LANE PARK-SITE IMPROVEME	994 FLANAGAN CONTRACTING GROUP, IN			
	1	Inv		568,730.59
	2	Inv		212,511.20
	3	Inv		18,366.46
994 FLANAGAN CONTRACTING GROUP, IN		*** Vendor total ***		799,608.25

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Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.15 - Construction				
	1004 GENERAL RECREATION, INC		*** Continued ***	
	19856 BERRY LANE - CONSTRUCTION SVCS	1004 GENERAL RECREATION, INC		
		1	Inv	151,942.49
	1004 GENERAL RECREATION, INC		*** Vendor total ***	151,942.49
A20 610.15 - Construction			*** Account total ***	971,775.74
A20 630.01 - Grant - Demolition				
	1015 COBRA ENTERPRISES LLC			
	19862 DEMOLITION OF VARIOUS PROPERTY	1015 COBRA ENTERPRISES LLC		
		1	Inv	12,825.26
	1015 COBRA ENTERPRISES LLC		*** Vendor total ***	12,825.26
A20 630.01 - Grant - Demolition			*** Account total ***	12,825.26
* Report total *			*** Total ***	1,165,068.18

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY RESCINDING THE  
DESIGNATION OF BGT ENTERPRISES AS REDEVELOPER  
FOR PROPERTY AT BLOCK 14103, LOT 54, 248 GROVE STREET  
UNDER THE ABANDONED PROPERTIES REHABILITATION  
ACT**

**WHEREAS**, at its meeting of July 21, 2015, the Board of Commissioners of the Jersey City Redevelopment Agency designated BGT Enterprises as Redeveloper of property known as Block 14103, Lot 54 with a street address of 248 Grove Street (hereinafter "Redeveloper"); and

**WHEREAS**, Redeveloper has requested in writing to be released as Redeveloper for said property due to extenuating circumstances at this time; and

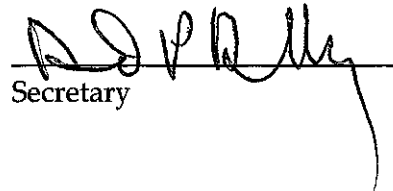
**WHEREAS**, the Agency has not taken any action with regard to entering into any formal agreement with BGT Enterprises for the renovation of 248 Grove Street; and

**WHEREAS**, in light of the above, Agency staff has determined that it is in the best interest of the Abandoned Properties Rehabilitation Act to release Redeveloper so that disposition of this property can be reviewed in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the above recitations are incorporated herein as if set forth at length; designation of BGT Enterprises as Redeveloper of Property located at Block 14103, Lot 54 is hereby rescinded and/or terminated.



**BE IT FURTHER RESOLVED**, that the Chairman. Vice Chair and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate the 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 its meeting of 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 J. Verducci	✓			