

**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, contract negotiations and personnel matters; and

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

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

  
Secretary

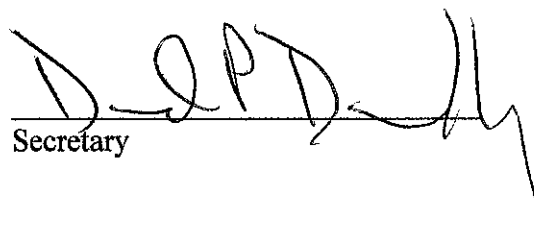
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated November 17, 2015.

<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  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED OCTOBER 20, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated October 20, 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 November 17, 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  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING OF OCTOBER 20, 2015**

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

**WHEREAS**, the following issues were discussed: 1) contract negotiations and legal matters.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of October 20, 2015 be approved as presented.

  
Secretary

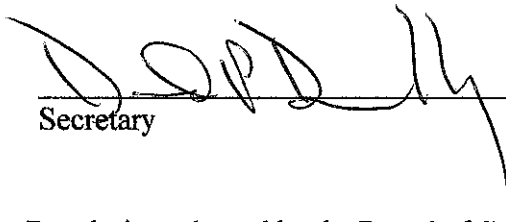
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated November 17, 2015

<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 THE SPECIAL MEETING  
DATED SEPTEMBER 28, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated September 28, 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 November 17, 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 AMENDING AND  
EXTENDING THE CONTRACT WITH BROWNFIELD  
REDEVELOPMENT SOLUTIONS, INC. FOR PROFESSIONAL  
ENVIRONMENTAL SERVICES IN ALL REDEVELOPMENT  
AREAS**

**WHEREAS**, on February 15, 2015, the Board of Commissioners adopted Resolution 15-02-BD2 authorizing the Agency to enter into a professional services contract with Brownfield Redevelopment Solutions, Inc. ("BRS"); and

**WHEREAS**, on March 3, 2015, the Agency entered into Contract #15-02-BD2 with BRS, in which BRS was to provide environmental services, including strategic planning, grant writing and management, technical oversight, and other services in support of the JCRA's Brownfield programs throughout the City, in an amount not to exceed \$100,000.00; and

**WHEREAS**, BRS has submitted a proposal to renew the contract for an additional one (1) year period, and expand the scope of services provided; and

**WHEREAS**, the Agency finds it necessary to renew and extend the contract for an additional one (1) year period through March 31, 2016, and in an amount of \$50,000 for a new total contract amount not to exceed \$150,000; and

**WHEREAS**, the Agency also finds it necessary to expand the scope of services to include the following:

(1) authorize BRS to oversee environmental remediation activities at the property known by the street address of 2-16 Ash Street and 440 Whiton Street, Block 17502, Lots 1 to 12, which shall be done in conjunction with and as part of BRS undertaking the administration of Agency compliance with the EPA RLF cooperation agreement, regulatory approvals and funding eligibility; and

**WHEREAS**, the increase in the contract amount of \$50,000.00 includes, as follows:

- (1) \$18,740.00 to the contract for the expanded scope of services;
- (2) \$12,040.00 to the contract for the continuation of the EPA RLF grant management, administration and technical oversight, resulting from the one year extension of the contract; and
- (3) A fee of \$4,700.00 per grant for the continuation of grant writing services resulting from the one year extension of the contract.

**WHEREAS**, the said renewal and expanded scope of services are of a specialized and qualitative nature requiring expertise, extensive training and proven reputation in the field of endeavor as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii) as being a contract for rendition of extraordinary unspecifiable services that do not require public bidding as certified to in the annexed declaration; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the amendment and extension of Contract No.15-02-BD2 with Brownfield Redevelopment Solutions, Inc. Is hereby approved and the contract amount is increased by an amount not to exceed \$50,000.00 for a new total of \$150,000.00.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 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	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING A MEMORANDUM OF AGREEMENT WITH  
NEW JERSEY COMMUNITY CAPITAL FOR  
DEVELOPMENT OF THE PROPERTY LOCATED AT 671  
PALISADE AVENUE, JERSEY CITY, PURSUANT TO THE  
ABANDONED PROPERTIES REHABILITATION ACT**

**WHEREAS**, The City of Jersey City ("City") adopted Resolution 14.680 authorizing a Shared Services Agreement with the Agency to rehabilitate properties on the City's Abandoned Properties List and

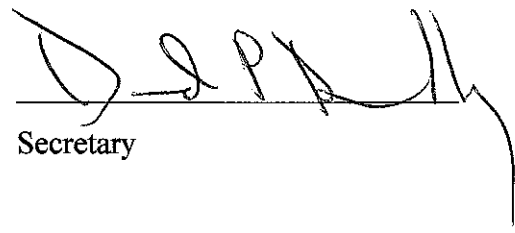
**WHEREAS**, at a public meeting of the Agency on July 21, 2015, the Agency by way of Resolution approved the designation of New Jersey Community Capital (hereinafter "the Redeveloper") as a Redeveloper and/or Qualified Rehabilitation Entity to act as the Agency's designee for the purpose of exercising the Agency's rights under the Abandoned Properties Rehabilitation Act in rehabilitating or developing the property located at Block 1702, Lot 2 which is located Jersey City, New Jersey (collectively known as the "Project Premises"), and

**WHEREAS**, in order to afford the Parties a measure of protection and exclusivity during the period of acquisition procedurally required under the Abandoned Properties Rehabilitation Act, and prior to the execution of the Redevelopment Agreement, the Parties wish to enter into a more definitive Memorandum of Agreement (hereinafter "MOA") pursuant to the Agency Resolution, and requirements of the Local Housing and Redevelopment Law N.J.S.A 40A:12A and the Abandoned Properties Rehabilitation Act, P.L. 2003, c.210; and

**WHEREAS**, the Agency's executive staff is recommending the Board of Commissioners' approval to authorize a Memorandum of Agreement 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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; and 2) approval of the Memorandum of Agreement between the Jersey City Redevelopment Agency, and NJ Community Capital is hereby granted in substantially the form herein, subject to modification as may be deemed necessary by the Agency's Executive Director and General Counsel.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of **November 17, 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  
APPROVING THE JCRA TO PARTNER WITH NEW JERSEY  
REDEVELOPMENT AUTHORITY FOR ITS 2016 NEW  
MARKET TAX CREDIT APPLICATION**

**WHEREAS**, the JCRA staff has been working with the New Jersey Redevelopment Authority, the Elizabeth Development Corporation and Newark Housing Authority (collectively the "Parties") on a collaborative effort to apply for the 2016 New Market Tax Credits; and

**WHEREAS**, New Market Tax Credits (NMTC's) are a federally sponsored program through the U.S. Department of the Treasury; and

**WHEREAS**, NMTC's are used to stimulate economic development in low income communities and awarded on a competitive basis ; and

**WHEREAS**, the Parties have created a partnership to submit an application on behalf of the group; and

**WHEREAS**, the Parties have agreed to use the New Jersey Redevelopment Authority as the lead entity and their consultant for the NMTC application; and

**WHEREAS**, the New Jersey Redevelopment Authority and the Parties received a \$20,000,000 NMTC allocation in 2014.

**WHEREAS**, the Parties wish to negotiate and execute a Memorandum of Understanding outlining each Party's responsibilities and duties if the group was awarded a NMTC allocation as previously performed with its 2014 NMTC allocation.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that authorization is granted for the JCRA to be part of the New Jersey Redevelopment Authority's 2016 New Market Tax Credit application.

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to sign any and all documents in order to effectuate this Resolution.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of November 17, 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 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 CONTRACT NO. 15-11-BA5 FOR SPECIAL  
LEGAL SERVICES WITH FLORIO, KENNY, RAVAL, LLP**

**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 law firm experienced in numerous and varied types of legal practice; and

**WHEREAS**, the Jersey City Redevelopment Agency requires the services of Special Counsel to assist it in complying with the requirements of N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, the Agency is desirous of entering into a Professional Service Agreement (No. 15-11-BA5) with Florio, Kenny Raval, LLP as Special Legal Counsel for the period September 1, 2015 through August 31, 2016:

**WHEREAS**, the fee for these legal services will be billed at \$175.00 per hour with a not to exceed cap of \$50,000; and

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

**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.

**WHEREAS**, Florio, Kenny Raval, LLP responded to the RFQ issued by the Agency dated June 10, 2015 and has been qualified to perform Legal Counsel services.

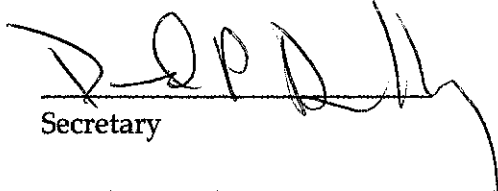
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that:

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

2. The cost of these special legal services will be billed at \$175.00 per hour not to exceed \$50,000.

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

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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  
AUTHORIZING PROFESSIONAL SERVICES  
AGREEMENTS WITH SEDITA, CAMPISANO &  
CAMPISANO, LLC; CHASEN, LEYNER & LAMPARELLO,  
PC; McMANIMON, SCOTLAND & BAUMANN, LLC AND  
NOWELL, KLEIN, BIERMAN, PC FOR SPECIAL LEGAL  
SERVICES IN ALL PROJECT AREAS**

**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 law firm experienced in numerous and varied types of legal practice; and

**WHEREAS**, the Jersey City Redevelopment Agency requires the services of Special Legal Counsels to assist it in complying with the requirements of N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, the Agency is desirous of entering into Professional Services Agreements with Sedita, Campisano & Campisano, LLC (No. 15-11BA6); Chasen, Leyner & Lamparello, PC (No. 15-11-BA7); McManimon, Scotland & Baumann, LLC (No. 15-11-BA8; and Nowell, Klein, Biermann, PC (No. 15-11-BA9) {collectively the "Law Firms:} for the period September 1, 2015 through August 31, 2016; and

**WHEREAS**, the fee for Special Legal Counsel services will be billed at \$175.00 per hour with a not to exceed cap of \$50,000; and

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

**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.

**WHEREAS**, the Law Firms responded to an RFQ published by the Agency on June 10, 2015 and by Resolution dated July 21, 2015, the firms of Sedita, Campisano & Campisano, LLC; Chasen, Leyner & Lamparello, PC; McManimon, Scotland & Baumann, LLC and Nowell, Klein, Bierman, PC were qualified to conduct business with the Agency in a fair and open contract; and

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

1. The above recitals are incorporated herein as if set forth at length.
2. The cost of these Law Firms services will be billed at \$175.00 per hour not to exceed \$50,000.

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

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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 J. Verducci	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING SALEM LAFAYETTE URBAN RENEWAL ASSOCIATES, L.P. TO PAYOFF A CERTAIN AGENCY MORTGAGE ASSOCIATED WITH PROPERTY IN THE JACKSON AVENUE URBAN RENEWAL AREA**

**WHEREAS**, at its meeting of October 26, 1993 the Board of Commissioners authorized the rehabilitation of housing units in the Salem Lafayette Housing Project; and

**WHEREAS**, at its meeting of December 27, 1995 the Board designated the (Ingerman Group) a/k/a Salem Lafayette Urban Renewal Associates, L.P. as developer of certain buildings within the Salem Lafayette rehabilitation project; and

**WHEREAS**, on April 11, 1997 the Agency entered into a Contract for Sale of Land for Private Redevelopment with Salem Lafayette Urban Renewal Associates, L.P. for the redevelopment of the Salem Lafayette Housing Rehabilitation / Redevelopment Project in accordance with the uses specified in the Jackson Avenue Urban Renewal Plan; and

**WHEREAS**, pursuant to a CDBG grant, the Jersey City Redevelopment Agency loaned the Project \$400,000.00 which loan was secured by a fourth mortgage in favor of the Jersey City Redevelopment Agency which mortgage was recorded in Book 6075 at Page 149 in the Office of the Hudson County Register; and

**WHEREAS**, the Redeveloper has proposed to pay off the principal amount of the loan without interest, while retaining the affordability controls, in order to enable the owner to refinance the project and in part and provide some capital improvements to the project; and

**WHEREAS**, the City of Jersey City's financial advisor prepared a report for the City which advises that it is in the best interests of all to allow the payoff of the principal amounts of the City


and JCRA loans and the execution of Discharges of Mortgage since the entitlement to interest in 2028 is not only remote in time but speculative given the City's and JCRA's loan positions, as well as the project's future capital needs and likely fair market value; and

**WHEREAS**, these repaid funds can be reallocated for other projects that will extend a benefit to the residents of Jersey City.

**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) authorization is hereby granted to accept \$400,000.00 which loan was secured by a fourth mortgage in favor of the Jersey City Redevelopment Agency and was recorded in Book 6075, at Page 149 in the Office of the Hudson County Register in full satisfaction of the amounts due thereunder.
- 2) authorization is hereby granted to execute a Discharge of Mortgage provided the low and very low income affordable housing controls remain in effect until at least 2028.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 2015.**



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING 87 NEWKIRK HOLDINGS, LLC AS  
TRANSFeree/REDEVELOPER FOR PROPERTY LOCATED  
WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT  
AREA SUBJECT TO CERTAIN CONTINGENCIES**

**WHEREAS**, on August 1, 2013, the Agency entered into a Redevelopment Agreement with 87 Newkirk MM LLC and 87 Newkirk, LLC. (hereinafter "87 Newkirk"); and

**WHEREAS**, the Redeveloper has requested the Agency's consent to a purchase and sale of the Property to 87 Newkirk Holdings, LLC and

**WHEREAS**, upon review of 87 Newkirk Holdings application and proposal, the Agency's executive staff recommends approving 87 Newkirk Holdings, LLC as a proposed transferee and redeveloper with regards to the Property, which shall be contingent upon and effectuated by 87 Newkirk Holdings, LLC entering into a new Redevelopment Agreement with the Agency, the terms and conditions of which will be negotiated by the parties; and

**WHEREAS**, it shall only be upon execution of the 87 Newkirk Holdings, LLC Agreement for the Property, that the Property would be severed and released from the 87 Newkirk MM LLC and 87 Newkirk LLC Agreement; and

**WHEREAS**, the 87 Newkirk MM LLC and 87 Newkirk LLC Agreement remains in force and effect with regard to the Property until such time as 87 Newkirk Holdings, LLC and the Agency fully execute a new Redevelopment Agreement for the Property; and

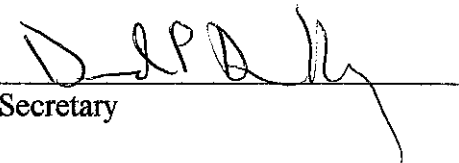
**WHEREAS**, all other terms and conditions of the 87 Newkirk MM LLC and 87 Newkirk LLC Agreement shall be unaffected by this transfer and shall remain in full force and effect; and

**WHEREAS**, the approval of this proposed transfer will expire six months from the date of this Resolution unless 87 Newkirk Holdings, LLC and the Agency have entered into a new RDA.

**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 87 Newkirk Holdings, LLC as a proposed transferee and redeveloper with regards to the Property, contingent upon 87 Newkirk Holdings, 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 87 Newkirk Holdings, 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 87 Newkirk Holdings, 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 87 Newkirk MM LLC and 87 Newkirk LLC Agreement upon the execution of a new Redevelopment Agreement between the Agency and 87 Newkirk Holdings, LLC and until such time, with regard to the Property, the 87 Newkirk MMLLC and 87 Newkirk LLC Agreement remains in force and effect.
6. The approval of this proposed transfer will expire six months from the date of this Resolution unless 87 Newkirk Holdings, LLC 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 November 17, 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	✓			

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

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

**WHEREAS**, said designation was subsequently extended; and

**WHEREAS**, Counsel for the Redeveloper is working with Agency Counsel to provide information that will be incorporated into the Redevelopment Agreement; and

**WHEREAS**, BelovED's designation is about to expire and a 30 day extension is in order to complete the above task and finalize a Redevelopment Agreement; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that: 1) the above recitations are incorporated herein as if set forth at length; 2) extension of the designation of Beloved Community Charter School, Inc. for a period of 30 days with an option to extend the designation for an additional 30 days at the sole discretion of the Agency's Executive Director is hereby authorized; and 3) the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents

deemed necessary to effectuate this Resolution including execution of the Redevelopment Agreement subject to review and approval of the Agency General Counsel.

  
Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 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 Greene	✓			
Rolando R. Lavarro, Jr.				✓
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell Verducci	✓			

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

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

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

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

**WHEREAS**, the Redeveloper is in the process of performing their due diligence with regard to obtaining financing to undertake the project as well as completing a transfer with an adjacent property owner; and

**WHEREAS**, said designation is about to expire and staff deems it appropriate to extend the designation for 120 days with an additional 30 day extension at the sole discretion of the Agency's Executive Director.

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

length; 2) the designation of Park Avenue Landing, LLC (the Neu Family) for property located at Parcel 17 in the Liberty Harbor North Redevelopment Area be and is hereby extended for 120 days to expire on March 31, 2016; and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 30 day period.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 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 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 ALLIANCE CONSTRUCTION GROUP LLC  
AS THE REDEVELOPER FOR PROPERTY LOCATED AT  
314 MARTIN LUTHER KING DRIVE IN REDEVELOPMENT  
AREA**

**WHEREAS**, Alliance Construction Group, LLC , has submitted an application to be designated redeveloper of the property located at 314 Martin Luther King Drive (Block 22604, Lot24 respectively) (hereinafter "Property") within the Martin Luther King Drive Redevelopment Area (see attached map); and

**WHEREAS**, the Redeveloper, at the Agency's Board Meeting of June 16, 2015, made presentation to the Board for the development of the Property for approximately 2 residential units and retail space (hereinafter "Project) in accordance with the Martin Luther King Drive Redevelopment Plan; and

**WHEREAS**, the Property is owned by the Jersey City Redevelopment Agency ; and

**WHEREAS**, upon review of the Redeveloper's application and proposal, the Agency's executive staff recommends the designation of Alliance Construction Group, LLC as the Redeveloper; and

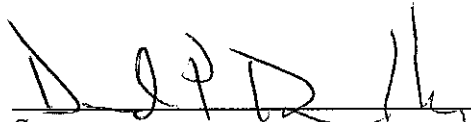
**WHEREAS**, Redeveloper agrees to comply with any requirements to undertake the Project as set forth in the Martin Luther King Drive Redevelopment Plan and Redevelopment Agreement; and

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



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

1. The recitals above are incorporated herein as if set forth at length.
2. Alliance Construction Group, LLC is designated as Redeveloper for property located at 314 Martin Luther King Drive within the Martin Luther King Drive Redevelopment Area.
3. The designation shall be for a one hundred twenty (120) day period with an extension of thirty (30) days at the discretion of the Executive Director to negotiate the terms of a Redevelopment Agreement.
4. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution.

  
Secretary

**Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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  
AUTHORIZING A THIRD AMENDMENT TO  
REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY  
CITY REDEVELOPMENT AGENCY AND THE 184 MORGAN  
STREET ASSOCIATES URBAN RENEWAL, LLC IN THE  
MORGAN GROVE MARIN REDEVELOPMENT AREA.**

**WHEREAS**, on or about February 21, 2007, the Jersey City Redevelopment Agency (“Agency”) and 184 Morgan Street Associates, LLC (“Redeveloper”) entered into a Redevelopment Agreement (“Agreement”); and

**WHEREAS**, 184 Morgan Streets Associates, LLC has been converted to an Urban Renewal Entity by the name of 184 Morgan Street Associates Urban Renewal, LLC; and

**WHEREAS**, on April 19, 2011 the Agency and Redeveloper entered into a First Amendment reflecting the corporate name change of the Redeveloper to 184 Morgan Street Associates, LLC, among other things; and

**WHEREAS**, on January 9, 2014, the Agency and Redeveloper entered into a 2<sup>nd</sup> Amendment to include Block 11507, Lot 5 and 6 as part of the Project premises and Lot 5 to be included in an Amended Schedule “A” as Condemnation Parcels (to be acquired); and

**WHEREAS**, Agency and Redeveloper have agreed that Schedule C to the Redevelopment Agreement shall be amended and replaced by the attached Schedule C.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Schedule C of the Redevelopment Agreement is deleted and superceded and replaced by attachment C.

**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 November 17, 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>
Hon. Diane Coleman				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Hon. Rolando R. Lavarro, Jr.				✓
Timothy N. Mansour	✓			
John D. Petkanas				✓
Russell J. Verducci	✓			

**THIRD AMENDMENT TO REDEVELOPMENT AGREEMENT BETWEEN JERSEY  
CITY REDEVELOPMENT AGENCY AND 184 MORGAN STREET ASSOCIATES  
URBAN RENEWAL, LLC**

**THE THIRD AMENDMENT**, entered into in this \_\_\_\_ day of November, 2015, between the Jersey City Redevelopment Agency (the "Agency"), a public body corporate of the State of New Jersey, having its principal office at 66 York Street, 2<sup>nd</sup> Floor, Jersey City, New Jersey, 07302 and 184 Morgan Street Associates Urban Renewal, LLC, having its principal office at 279 Grove Street, Jersey City, New Jersey; and

**WHEREAS**, on or about February 21, 2007, the Jersey City Redevelopment Agency ("Agency") and 184 Morgan Street Associates, LLC ("Redeveloper") entered into a Redevelopment Agreement ("Agreement"); and

**WHEREAS**, 184 Morgan Streets Associates, LLC has been converted to an Urban Renewal Entity by the name of 184 Morgan Street Associates Urban Renewal, LLC; and

**WHEREAS**, on April 19, 2011 the Agency and Redeveloper entered into a First Amendment reflecting the corporate name change of the Redeveloper to 184 Morgan Street Associates, LLC, among other things; and

**WHEREAS**, on January 9, 2014, the Agency and Redeveloper entered into a 2<sup>nd</sup> Amendment to include Block 11507, Lot 5 and 6 as part of the Project premises and Lot 5 to be included in an Amended Schedule "A" as Condemnation Parcels (to be acquired); and

**WHEREAS**, Agency and Redeveloper have agreed that Schedule C to the Redevelopment Agreement shall be amended and replaced by the attached Schedule C.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that Schedule C of the Redevelopment Agreement is deleted and superceded and replaced by attachment C.

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**WITNESS:**

**184 MORGAN STREET ASSOCIATES  
URBAN RENEWAL, LLC**

**By: \_\_\_\_\_  
ERIC SILVERMAN, MANAGING MEMBER**

**WITNESS:**

**JERSEY CITY REDEVELOPMENT AGENCY**

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT NO. 14-05-BD8 WITH MAST CONSTRUCTION SERVICES, INC. FOR PROFESSIONAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA**

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

**WHEREAS**, at its meetings of May 20, 2014 and November 18, 2014 the Board of Commissioners authorized Contract No. 14-05-BD7 with MAST Construction, Inc.; and

**WHEREAS**, the Agency is in need of construction management services to undertake the Phase IV Site Improvements of the Berry Lane Park project in the Morris Canal Redevelopment Area; and

**WHEREAS**, in compliance with N.J.S.A. 40A:-20.4 et seq. (Pay to Play law) the Agency issued a Request for Proposals for professional construction management services on March 26, 2014; and

**WHEREAS**, MAST Construction Services, Inc. has submitted a proposal for construction management services dated October 6, 2015 in the amount not to exceed \$17,225.00; and

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

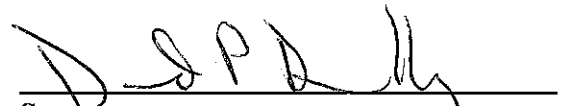
**WHEREAS**, The cost of this work will be funded by City Capital funds; and

**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-BD8 with MAST Construction Services, Inc. in the amount not to exceed \$17,225.00 for a new contract amount not to exceed \$339,900.00 (attached) be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 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	✓			

MAST

# MAST CONSTRUCTION SERVICES, INC.

October 6, 2015

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

Re: Berry Lane Park Phase IV Site Improvements

Dear Mr. Delisle:

Please accept this letter as a request for additional services for the Berry Lane Park Phase IV Site Improvements Project for the month of December 2015.

MAST's services for full time supervision will expire on November 30, 2015, and the remaining one (1) month of December 2015 was slated for closeout of the project at \$8,650.

MAST is proposing a reduced monthly fee for the duration of December 2015 for one (1) month with the one (1) month of closeout fee from the original contract to follow for January 2016.

Phase	Duration (Months)	Fee Per Month	Total Fee
Reduced Construction Supervision added for December 2015	1	\$17,225	\$17,225
Closeout Phase for January 2016 (previously approved base contract)	1	\$8,650	
TOTAL			\$17,225

The remainder of the terms and scope of services from the original proposal remain the same.

Sincerely,

MAST Construction Services, Inc.



Paul Skabich  
Project Executive



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
FIRST AMENDMENT TO CONTRACT NUMBER 15-05-BD56  
WITH LAWNS BY YORKSHIRE FOR LANDSCAPING  
SERVICES AT BERRY LANE PARK**

**WHEREAS**, in order to properly maintain the property and grounds at Berry Lane Park, the Agency requires the services of a landscaper for turf maintenance of the sod baseball field that was planted at the Berry Lane Park property; and

**WHEREAS**, a proposal to provide landscaping services May 1, 2015 through November 30, 2015 was received from Lawns by Yorkshire (hereinafter "Contractor") in the amount not to exceed \$6,224.24 for a new contract amount not to exceed \$13,393.24; and

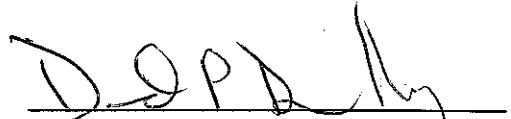
**WHEREAS**, the Contractor will perform the additional work as outlined in the attached proposal dated October 23, 2015, in a workmanlike manner during normal business hours for landscaping services; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute Contract No. 15-05 in the amount not to exceed \$6,224.24 for a new contract amount not to exceed \$13,393.24 for landscaping services at Berry Lane Park Project.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 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	✓			



## PROPOSAL

Jersey City Redevelopment Agency  
66 York Street  
Jersey City NJ, 07302

October 23, 2015

Job # E15303  
Loc: 1 Berry Lane

Attn: Paul Skabich

Re: Core aerate the outfield at 1 Berry Lane Baseball field

Supply all necessary supervision, labor, equipment, and materials to complete the following work.

- Core aerate the outfield only at 1 Berry Lane baseball field
- Top dress any low areas with screened topsoil
- Install grass seed, seed starter fertilizer and penms mulch to establish new turf and add to any existing turf

Nontaxable Costs	\$	1,100.17
Taxable Costs	\$	5,124.07
NJ Sales Tax 7%	\$	Tax Exempt
<b>Total Cost</b>	<b>\$</b>	<b>6,224.24</b>

**Note:** Nontaxable costs include plant material, hard goods and disposal  
Taxable costs include labor and equipment

Job Deposit 33%: NA

Note: All work is priced to be performed during regular business hours

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Thank you for inviting Lawns by Yorkshire, Inc. to present a proposal for your property. Lawns by Yorkshire, Inc. is a Complete Site Management company and has been in business since 1988. We are dedicated to providing Quality and Service.

9 Bergenline Avenue  
Westwood, NJ 07675

TEL 201.666.5500  
FAX 201.666.0705

WWW.LAWNSBYYORKSHIRE.COM

Clients Initials \_\_\_\_\_

Page 1 of 4 pages



Payment Terms:

- Work will be scheduled upon receipt of either a purchase order reflecting the total amount of the project cost, including state sales tax if applicable or a signed copy of Lawns by Yorkshire's formal proposal

**SELECT PAYMENT TERMS**

- Receipt of deposit funds, equating to 33% of total project cost, remaining balance will be invoiced upon completion of the project, unless otherwise noted.
- Final payment is due 15 days after completion of project, unless otherwise noted.
- A 2% monthly surcharge shall be applied to all unpaid past due balances.

Warranty:

- Our guarantee for plant material is for twelve (12) months and is intended for material that possibly was damaged in transport or installation.
- It does not include material that has been neglected (watering, insects, and/or diseases, etc.) or material that is subjected to mechanical damage such as road salt, vehicle damage, or acts of God (adverse weather conditions, i.e. severe cold, wind, wild life, etc.).
- NOTE: Transplanted plants and/or trees carry no warranty.
- The first watering of the plant material is included in the cost of the job, additional watering of the plant material is NOT included in the cost of the job. Water source to be provided by others.
- Our guarantee will cover only one replacement.

Exclusions:

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

Notes:

- Lawns by Yorkshire, Inc. is not responsible for Artillery Fungus to Mulch
- All pricing is standard rate and is not valid on prevailing wage or union projects.
- Due to rapidly fluctuating fuel costs, the above pricing is valid only for a period of 30 days.
- All pricing is subject to change due to the availability of plant material and for any un-foreseen site complications or any additions to the proposed work.
- Any changes from the original proposal will be discussed and charged on a time and material basis.

Thank you again for the opportunity to earn your business. Feel free to call or email me if you have any questions or if I can be of any further assistance.

9 Bergenline Avenue  
Westwood, NJ 07675

TEL 201.666.5500  
FAX 201.666.0705

WWW.LAWNSBYYORKSHIRE.COM

Clients Initials \_\_\_\_\_

Page 2 of 4 pages



#### SERVICE CONTRACT

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

1. **Scope of Work.** The Contractor shall provide all the materials and perform all the Work shown on or referred to in Schedule 1. The Contractor shall commence and complete the Work on or about the dates set therefore in Schedule 1, unless otherwise agreed by the parties.
2. **The Contract Price.** The Owner hereby agrees to pay to the Contractor for said work and materials in accordance with the terms set forth in Schedule 2 attached hereto.
3. **Materials and Labor.** The Contractor, at his own proper cost and charges, is to provide all manner of materials and labor for the due performance of the Work, except as set forth in Schedule 3 attached hereto, for which labor and materials Owner agrees to pay as specified therein.
4. **Representations and Warranties of Owner.** The Owner hereby represents and warrants that he is the Owner of the described premises and agrees to hold the Contractor harmless for any trespasses committed by Contractor by virtue of such representation. The Owner further warrants that the location of the Work is within his property lines, that it is in conformance with local zoning laws and regulations and that the Owner has made his own selection of the Work location.
5. **Extra Work.** In the event that any conditions should be encountered which, in the opinion of the Contractor, require changes in or additions to the Work structure, operation or design, additional or other materials, labor and equipment, or in the event that the Owner or others shall create conditions delaying or making Contractor's Work more difficult, same shall be termed "Extra Work." As soon as practicable after the Contractor shall determine that Extra Work is involved, Contractor shall notify the Owner thereof in writing, specifying the nature and cost thereof ("Notice of Extra Work"). In the event that the Owner agrees to pay for the Extra Work, he shall so specify in writing within five (5) days of receipt of such Notice of Extra Work ("Acceptance of Extra Work") and the Contractor shall proceed accordingly. In the event the Owner shall not provide the Contractor with such Acceptance of the Extra Work, the Owner shall be deemed to have refused to agree to pay therefore, and the Contractor's obligations hereunder shall then terminate and the Owner shall pay the Contractor an amount equal to the actual cost of the labor and materials incurred to date, plus twenty (20%) percent thereof to cover Contractor's approximate loss of profits and overhead, and the Contractor shall not be required to replace the premises in a condition similar to that existent prior to its work thereon except upon those terms as the Contractor and Owner may agree in writing.
- 5.1 If the Owner shall request changes in the Work or additional Work to be done, in addition to that agreed to in Schedule 1, same shall also be Extra Work and the provisions of Paragraph 5 above shall apply thereto.
6. **Space and Access.** The Owner agrees to provide ample space for Work, storage of equipment and material, use of electricity for power tools and use of fresh water without cost to Contractor, and maintain convenient and unobstructed access to the Work location, and to permit necessary personnel and equipment of Contractor free entry and egress to and from the premises, and if such access is over land not owned by the Owner, the Owner shall secure the use of the access designated to Contractor.
7. **Plans and Specifications.** Any plans or specifications attached to this Agreement are incorporated into this Agreement. However, in case of conflict between such plans and specifications and the provisions of this Agreement, the provisions within this Agreement shall prevail. In the event certified plans are required for any permit or application for permit, it is understood that the cost of certification and cost of permit is Extra Work and shall be paid as such by the Owner.
8. **Non-Payment by Owner.** In the event the Owner shall fail to make the payments due hereunder pursuant to the agreed payment schedule or any agreement for Extra Work, the Contractor may treat this contract as breached by the Owner, terminate its obligations hereunder and retain all payments previously made as liquidated damages for the Work and preparation previously done and for loss of profits; or, at its option, the Contractor may continue to perform hereunder and hold the Owner liable in damages for breach thereof and the Contractor shall so notify the Owner thereof in writing. Continuation of performance of the contract by the Contractor after failure of the Owner to make the payments due hereunder pursuant to the above schedule or agreement for Extra Work, if any, shall not constitute a waiver of the Owner's breach of contract.
9. **Contractor's Equipment.** In no event shall the Owner have any interest in or right to possess, use, restrain, impound, attach or otherwise withhold from the Contractor any material or equipment brought by the Contractor, its agents, employees or representatives to the subject premises and the Owner shall be liable to the Contractor in damages for any withholding thereof after demand therefor by the Contractor.
10. **Waiver.** A waiver by the Contractor of the breach of any one of the terms and conditions herein contained by the Owner shall not be construed as a waiver of any subsequent breach. Any consent to delay in the performance of the Owner of any obligation shall be applicable only to the particular transaction to which it is related, and it shall not be applicable to any other obligation or transaction. Delay in the enforcement of any remedy in the event of a breach by the owner of any term or condition hereof or in the exercise by Contractor of any right hereunder shall not be construed as a waiver.
11. **Limitation of Responsibility.** The Contractor shall not be responsible for and the Owner agrees to hold the Contractor harmless from: (a) delays in performance caused by strikes, weather conditions, inability to obtain material or any other cause beyond the control of the Contractor; (b) injury or damage to any and all persons, animals, or property, real or personal, on or near the subject premises, sustained directly or indirectly as a result of any and all acts or omissions (other than negligent or willful acts or omissions) of the Contractor, its employees, agents, representatives, and assigns in the course of performance of the terms of this Agreement, whether individually or in conjunction with other persons; and (c) injury or damage to the subject property or adjoining premises caused by lightning, fire, flood, cloud bursts, or unusual water run-off or other conditions beyond the control of the Contractor existing prior to, during or after the performance of its obligations under this Agreement. In the event that any claim is asserted or suit instituted against the Contractor in this or any other jurisdiction by the Owner or any other person based upon any items set forth in (a), (b) or (c) above, the Owner agrees to indemnify the Contractor for any damage sustained thereby including court costs, filing fees, discovery expenses and reasonable attorneys' fees, except if a judgment is entered against the Contractor based upon a finding of fact of negligent or willful acts or omissions on the part of the Contractor, its agents, employees, representatives, or assigns.
12. **Collection of Account.** In the event that the Owner fails or refuses to pay the Contractor all the amounts due the Contractor hereunder pursuant to the terms hereof and the Contractor should institute suit in this or any other jurisdiction to recover same, the Contractor shall be entitled to and the Owner agrees to pay the Contractor, in addition to the damages awarded to the Contractor for the Owner's breach of contract, any and all court costs, filing fees, discovery expenses, and reasonable attorneys' fees incurred thereby. The Contractor shall be entitled to interest on the unpaid balance at the rate of eighteen (24%) percent per annum until payment.
13. **Warranty.** The Contractor warrants that all workmanship and materials used by it to be of good quality. It is agreed that the Contractor shall not be responsible for any such defects caused by reason of negligence on the part of persons other than the Contractor, its employees, agents and assigns; by reason of any act of God; or by reason of acts or omissions beyond the control of the Contractor. It is agreed that the Contractor's liability in the event of such a defect for which he is responsible hereunder is limited to the repair and replacement of the defective condition. It is understood and agreed that there are no other warranties of fitness or merchantability express or implied made by or on the part of the Contractor with regard to the subject of this agreement other than that which is set forth in this paragraph.
14. **Notice.** Any notice or service of process required by this contract or by law may be given to or made upon the Contractor by personal service, or by certified or registered mail addressed to Deutsch, Atkins, P.C. 25 Main Street Hackensack, NJ 07601, Attention: Bruce Atkins, or upon the Owner by personal service or by registered or certified mail addressed to the Owner at the address provided herein.
15. **Arbitration.** In the event that any dispute shall arise between the parties hereto as to any matter or thing covered hereby or as to the meaning of this Agreement or to any state of facts which may arise, same shall be settled by the agreement of the parties, or if they are unable to agree, same shall be settled by arbitration in Hackensack, New Jersey in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction thereof.
- 15.1 Refusal of one party to arbitrate shall entitle the remaining party to specifically enforce this Agreement in a court of competent jurisdiction, and, as a result of said refusal to arbitrate, the remaining party shall be entitled to receive costs, reasonable attorneys' fees and his share of the arbitration fee. Arbitration by the parties shall take place at a time and place as may be agreed upon, but if no agreement shall be reached, then at the principal place of business of the Corporation.
- 15.2 If it is determined by the arbitrators that one party was in default hereof or instituted (or defended) such arbitration proceeding not in good faith or without a reasonable basis in law or fact ("Defaulting Party"), the Defaulting Party shall bear the costs of the arbitration proceeding and pay to the other party or parties the reasonable attorney's fees and costs incurred in such proceeding, which amounts shall be separately determined by the arbitrators in such proceeding and become part of the amount of the arbitration award, payable by the Defaulting Party to the other party or parties.
- 15.3 If the Defaulting Party does not pay to the other party the arbitration award within ten (10) days of written demand therefore, and the other party shall institute suit in a court of competent jurisdiction to enforce said decision, the Defaulting Party shall pay the other party the reasonable attorney's fees and court costs incurred in such action.
- 15.4 This paragraph is in no way intended to preclude any party from enforcing his rights in a court of competent jurisdiction. It is intended hereby to resolve by arbitration questions of construction of this Agreement and to resolve factual issues that may be disputed by the parties. In the event of litigation, the parties agree that a Defaulting Party shall pay the reasonable attorney's fees of any non-defaulting party, together with court costs and reasonable expenses of litigation; said amount shall be determined by the trial judge upon completion of the trial prior to entry of judgment. In the event that all parties are found to be Defaulting Parties, no party shall be entitled to court costs, attorney's fees or litigation expenses.
- 15.5 While any Arbitration proceeding is pending, no party is excused from the payment of monies due hereunder, but if it is determined by the Arbitrators that monies paid during the Arbitration period were not due, the payee shall remit the amount of monies so paid, together with interest at the Default Rate (as hereinafter defined) from the date of receipt to the proper party, within ten (10) days of the issuance of the Arbitration Award.
- 15.6 Nothing herein is intended to prevent any party after a default by the other party from instituting any action in a court of competent jurisdiction to enforce its rights hereunder. If such enforcement action is not defended or if a defendant does not interpose in its Answer as a defense that there are issues of fact which require resolution by arbitration, the Court shall have jurisdiction over the subject matter of such dispute. The unsuccessful party in such judicial proceeding or with respect to any motion for relief made in such proceeding shall pay to the successful party the reasonable attorney's fees, court costs and expenses incurred in such proceeding.

9 Bergenline Avenue  
Westwood, NJ 07675

TEL 201.666.5500  
FAX 201.666.0705

WWW.LAWNSBYYORKSHIRE.COM

Clients Initials \_\_\_\_\_

Page 3 of 4 pages



16. **Entire Agreement.** This instrument contains the complete and entire agreement of the parties with respect to the subject matter herein contained and cancels and supersedes all prior agreements between the parties. It may not be changed orally but the Contractor is hereby authorized by the Owner to accept any written order, extras and changes given by the Owner, members of his family, architects or other agents of the Owner and said Owner shall be responsible for such items, upon acceptance by the Contractor.

17. **Validity.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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

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

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

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

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

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

Sincerely,  
Lawns by Yorkshire, Inc.  
Joe Torelli

Approved by: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Jersey City Redevelopment Agency  
66 York Street  
1Berry Lane  
E 15303/\$ 6,224.24  
Job Deposit: \$ NA

9 Bergenline Avenue  
Westwood, NJ 07675

TEL 201.666.5500  
FAX 201.666.0705

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Clients Initials \_\_\_\_\_

Page 4 of 4 pages

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

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

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

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

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

  
SECRETARY

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of November 17, 2015.**

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

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res - 15.760

Agenda No. 10.K

Approved: OCT 28 2015



**TITLE:**

**RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN**

**COUNCIL**

**OFFERED AND MOVED**

**ADOPTION OF THE FOLLOWING RESOLUTION:**

**WHEREAS**, it is necessary and in the best interests of the City of Jersey City (the "City") to establish and improve Berry Lane Park, which is a cornerstone of the Morris Canal Redevelopment Plan; and

**WHEREAS**, the City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990; and

**WHEREAS**, the capital funds were authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks and fields, including but not limited to, miscellaneous capital repairs and improvements, various athletic field, court and track improvements, service facility improvements, playground and active child play facility improvements, lighting, sidewalks, fencing, landscaping and tree planting, benches, renovation and improvement of buildings and facilities and the acquisition and installation, as applicable, of various park amenities and equipment."; and

**WHEREAS**, the Jersey City Redevelopment Agency (the "JCRA") will use the capital funds towards the construction and improvement of Berry Lane Park; and

**WHEREAS**, in order to provide these services, it is necessary for the City and the JCRA to amend a cooperation agreement previously authorized by Resolution 14-127 on March 26, 2014 and amended by Resolution 15.122 on February 25, 2015 and Resolution 15.234 on April 8, 2015; and

**WHEREAS**, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-39(f) and N.J.S.A. 40A:12A-22(o) authorize such agreements as well as cooperation between a City and its redevelopment agency to implement a redevelopment plan; and

**WHEREAS**, in addition the JCRA will provide the City access to Berry Lane Park;

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is authorized to execute:

- (a) An amendment to the previously authorized Cooperation Agreement executed by the City and the JCRA on April 7, 2014 and amended pursuant to Resolution 15.122 on February 25, 2015 and Resolution 15.234 on April 8, 2015 (substantially in the form attached) subject to such modification as the Business Administrator or Corporation Counsel deems necessary or appropriate; and
- (b) Such additional documents as may be necessary or appropriate to effectuate the implementation of the Cooperation Agreement and redevelopment plan.



City Clerk File No. Res. 15.760Agenda No. 10.KTITLE: OCT 28 2015

**RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION  
AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO  
IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL  
REDEVELOPMENT PLAN**

I Donna Mauer Donna Mauer, Chief Financial Officer certify that funds  
in the amount of \$300,000 are available in Account No. 04-215-55-933-990.  
PO# 118871

JMcK  
10/20/2015

APPROVED: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

APPROVED: \_\_\_\_\_

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>10-28-15</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**RESOLUTION AUTHORIZING THE AMENDMENT OF A COOPERATION AGREEMENT WITH THE JERSEY CITY REDEVELOPMENT AGENCY TO IMPROVE BERRY LANE PARK, IMPLEMENTING THE MORRIS CANAL REDEVELOPMENT PLAN**

**Project Manager**

Department/Division	Office of the Mayor	
Name/Title	Mark Alblez	Chief of Staff
Phone/email	(201) 547-6544	malblez@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

The City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990 authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks." This resolution authorizes the amendment of a Cooperation Agreement to include the capital funds to reimburse the Jersey City Redevelopment Agency for expenses incurred in the construction and improvement of Berry Lane Park.

**Cost (Identify all sources and amounts)**

\$300,000

**Contract term (include all proposed renewals)****Type of award**

If "Other Exception", enter type

**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**Third Amendment to April 7, 2014 Cooperation Agreement between the City of  
Jersey City and the Jersey City Redevelopment Agency**

This Third Amendment to the Cooperation Agreement, dated \_\_\_\_\_, 2015 (the "Amendment"), amends that certain Cooperation Agreement dated April 7, 2014 (the "Original Agreement"), by and between the City of Jersey City (the "City") and the Jersey City Redevelopment Agency (the "JCRA").

**RECITALS**

**WHEREAS**, pursuant to Resolution No. 14.217 adopted on March 26, 2014, the City was authorized to enter into a Cooperation Agreement with the JCRA regarding the development of Berry Lane Park; and

**WHEREAS**, the City has capital funds available in the amount \$300,000 in account # 04-215-55-933-990; and

**WHEREAS**, the capital funds were authorized by City Ordinance 14.131 for the purpose of the "reconstruction, renovation, rehabilitation and improvement of various City public parks and fields, including but not limited to, miscellaneous capital repairs and improvements, various athletic field, court and track improvements, service facility improvements, playground and active child play facility improvements, lighting, sidewalks, fencing, landscaping and tree planting, benches, renovation and improvement of buildings and facilities and the acquisition and installation, as applicable, of various park amenities and equipment."; and

**WHEREAS**, pursuant to Resolution 15.234 adopted on April 8, 2015, Article 4 of the Original Agreement was amended and committed the City to reimburse the JCRA up to \$2,408,268.74 for the various work done towards the development of Berry Lane Park; and

**WHEREAS**, due to the availability of the additional capital funding, the City and the JCRA wish to amend Article 4 of the Original Agreement to include the additional grant funding in the total amount of funds to be reimbursed to the JCRA by the City.

**NOW, THEREFORE**, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The second sentence of Article 4 is hereby amended and restated in its entirety as follows:

"However, the City agrees to reimburse the JCRA up to \$2,708,268.74 (two million seven hundred eight thousand two hundred sixty-eight dollars and seventy-four cents).

2. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

3. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such party, and (assuming due authorization, execution and delivery by the other party hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.
4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.
5. This Amendment constitutes the entire agreement between the City and JCRA relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Amendment and intend that it become effective and binding from and after the date of its execution.

**IN WITNESS WHEREOF**, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

**The City Of Jersey City**

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

Printed Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**The Jersey City Redevelopment Agency**

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

Printed Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING A REDEVELOPMENT AGREEMENT WITH  
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") for a project encompassing Block 19003, Lots 1-12, and Lots 17-19, (hereinafter, the Property), which agreement was amended by a First Amendment dated February 22, 2012, (hereinafter collectively referred to as the "LMD Agreement") to include the purchase of Block 19003, Lots 13-16, the Project Premises, which was made a part thereof; and

**WHEREAS**, LMD requested the Agency's consent to a purchase and sale of Block 19003, Lots 13-16, the Project Premises, to MC Maple, LLC (hereinafter, "the Redeveloper"); and

**WHEREAS**, on October 20, 2015, the Board of Commissioners adopted a Resolution approving MC Maple, LLC as a transferee and redeveloper with regards to the Property; and

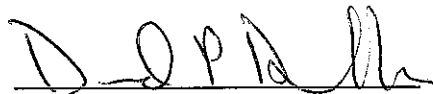
**WHEREAS**, the Agency executive staff is recommending the Board of Commissioners' approval of this Redevelopment Agreement with MC Maple, LLC to further the objectives of the Morris Canal Redevelopment Plan; and

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

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

1. The above recitals are incorporated herein as if set forth at length.
2. The Agency is authorized to enter into a new Redevelopment Agreement with MC Maple, LLC, as an approved transferee and redeveloper of the Property.
3. 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, including the Project Premises, remains in force and effect.
4. All other terms and conditions of the LMD Agreement as it relates to the Property are undisturbed by the execution of the new Redevelopment Agreement and shall remain in full force and effect.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of **November 17, 2015\**

<b>RECORD OF COMMISSIONERS VOTE</b>				
<b>NAME</b>	<b>AYE</b>	<b>NAY</b>	<b>ABSTAIN</b>	<b>ABSENT</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 THAT THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES ACCEPT THE AGENCY'S 2016 BUDGET WHICH WILL BE INTRODUCED ON NOVEMBER 17, 2015**

**WHEREAS**, the Jersey City Redevelopment Agency (the "Agency") is required to prepare an operating and capital budget on an annual basis; and

**WHEREAS**, pursuant to N.J.A.C. 5:31-2.3 said budget is required to be introduced no later than sixty (60) days prior to the commencement of the Agency's fiscal year; and

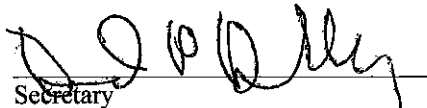
**WHEREAS**, the Jersey City Redevelopment Agency's budget for the fiscal year 2016 is being introduced on the 17<sup>TH</sup> day of November, 2015 which is less than 60 days prior to the beginning of the 2016 fiscal year; and

**WHEREAS**, the Division of Local Government Services requires that the Agency set forth the reason(s) for any delay in the required budget information

**NOW, THEREFORE, BE IT RESOLVED** in accordance with the requirements of the Division that the record show that the Agency delayed the introduction of the 2016 Budget for the following reasons:

1. The Agency delayed the introduction of the Budget pending obtaining certain revenue information pertaining to grant allocations. Such information was needed for inclusion in the Agency's 2016 Budget..

**BE IT FURTHER RESOLVED**, that the Director of the Division of Local Government Services accept the Jersey City Redevelopment Agency's 2016 Budget which was introduced on November 17, 2015.

  
Secretary

**Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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	✓			



15-11-21

## 2016 Authority Budget Resolution Jersey City Redevelopment Agency

**FISCAL YEAR:** FROM: January 1, 2016 **TO:** December 31, 2016

WHEREAS, the Annual Budget and Capital Budget for the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2016 and ending, December 31, 2016 has been presented before the governing body of the Jersey City Redevelopment Agency at its open public meeting of November 17, 2015; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$9,580,000 , Total Appropriations of \$11,329,300 and Total Unrestricted Net Position utilized of \$1,749,300; and

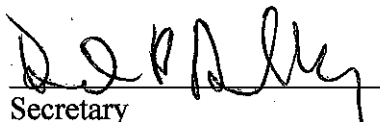
WHEREAS, there are no anticipated capital projects, therefore no Capital Budget is presented; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations of the Authority, to meet operating expenses and capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Jersey City Redevelopment Agency, at an open public meeting held on November 17, 2015, that the Annual Budget, including all related schedules of the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2016 and ending, December 31, 2016 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Jersey City Redevelopment Agency will consider the Annual Budget Program for adoption on December 15, 2015.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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	✓			

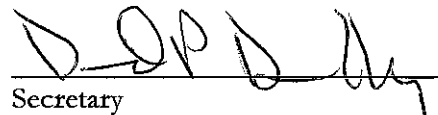
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
THE FOLLOWING OFFICERS OF THE AGENCY SIGNATORY  
RESPONSIBILITY ON BEHALF OF THE JERSEY CITY  
REDEVELOPMENT AGENCY**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that it hereby authorizes the preceding officers of the Agency to have signatory responsibility on behalf of the Jersey City Redevelopment Agency.

  
Secretary

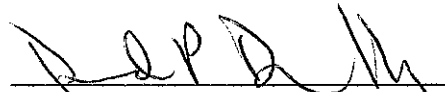
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its special meeting of November 17, 2015

<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 NOVEMBER 17, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of November 17, 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 November 17, 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 November 17, 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: 11/17/2015 @ 11:27  
Bus date: 11/17/2015

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			
		19886 DEFERRED SALARY PER ATTACHED	615 METLIFE 1	Inv	710.00
		19893 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 490.10	-	Miscellaneous Revenue			
	997	JACKSON HILL MAIN STREET MANGM			
		19930 MLK HUB HOLIDAY MARKET	997 JACKSON HILL MAIN STREET MANGM 1	Inv	2,500.00
	997	JACKSON HILL MAIN STREET MANGM	*** Vendor total ***		2,500.00
A10 490.10	-	Miscellaneous Revenue	*** Account total ***		2,500.00
A10 520.03	-	Optical			
	863	HEATHER KUMER			
		19934 REIMBURS. FOR EYE GLASS	863 HEATHER KUMER 1	Inv	110.00
	863	HEATHER KUMER	*** Vendor total ***		110.00
A10 520.03	-	Optical	*** Account total ***		110.00
A10 520.04	-	Dental			
	157	MAUREEN MORTOLA			
		19933 REIMBURS. FOR DENTAL EXPENSES	157 MAUREEN MORTOLA 1	Inv	126.00
	157	MAUREEN MORTOLA	*** Vendor total ***		126.00
	568	BENJAMIN DELISLE			
		19926 DENTAL REIMBURS. FOR DEPENDENT	568 BENJAMIN DELISLE 1	Inv	150.00
		19944 DENTAL EXPENSES FOR DEPENDENT	568 BENJAMIN DELISLE 1	Inv	98.00
	568	BENJAMIN DELISLE	*** Vendor total ***		248.00
	770	ELIZABETH VASQUEZ			
		19949 REIMBURS. FOR SPOUS'S DENTAL E	770 ELIZABETH VASQUEZ 1	Inv	465.00
	770	ELIZABETH VASQUEZ	*** Vendor total ***		465.00
A10 520.04	-	Dental	*** Account total ***		839.00
A10 610.01	-	Project - Legal			
	199	JOHN J. CURLEY, LLC			
		19883 OUTSTANDING INVOICES PYMT. 2 0	199 JOHN J. CURLEY, LLC 1	Inv	14,167.35
	199	JOHN J. CURLEY, LLC	*** Vendor total ***		14,167.35

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.01 - Project - Legal					
*** Continued ***					
932	NOWELL AMOROSO KLEIN BIERMAN,	19896 LEGAL SERVICES - BRIGHT STREET	932 NOWELL AMOROSO KLEIN BIERMAN, 1	Inv	175.00
	19897 LHN-(MOCCO) - LEGAL SERVICES		932 NOWELL AMOROSO KLEIN BIERMAN, 1	Inv	475.00
	19917 LEGAL SERVICES -00 MONITOR STR		932 NOWELL AMOROSO KLEIN BIERMAN, 1	Inv	875.00
	932 NOWELL AMOROSO KLEIN BIERMAN,		*** Vendor total ***		1,525.00
1017	FLORIO KENNY RAVAL, LLC	19932 LEGAL SERVICES - MISC. INQUIRY	1017 FLORIO KENNY RAVAL, LLC 1	Inv	472.50
	1017 FLORIO KENNY RAVAL, LLC		*** Vendor total ***		472.50
A10 610.01 - Project - Legal					
			*** Account total ***		16,164.85
A10 610.02 - Project - Environmental					
53	DRESDNER ROBIN ENVIRON MGMT	19903 ENVIRON. SVCS. - BERRY LABE PA	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	5,213.60
	53 DRESDNER ROBIN ENVIRON MGMT		*** Vendor total ***		5,213.60
A10 610.02 - Project - Environmental					
			*** Account total ***		5,213.60
A10 610.03 - Project - Financial/Accounting					
990	HODULIK & MORRISON, PA	19916 BAYFRONT - 3RD QUARTER 2015	990 HODULIK & MORRISON, PA 1	Inv	4,000.00
	19920 COMPTROLLER SERVICES-3RD QUART		990 HODULIK & MORRISON, PA 1	Inv	9,500.00
	990 HODULIK & MORRISON, PA		*** Vendor total ***		13,500.00
A10 610.03 - Project - Financial/Accounting					
			*** Account total ***		13,500.00
A10 610.07 - Project - Engineering					
861	AMEC E & FOSTER, INC.	19895 PROFESSIONAL CONSULTING-PAYFRO	861 AMEC E & FOSTER, INC. 1	Inv	2,646.81
	19898 BAYFRONT-JCRA MAZMAT SURVEYING		861 AMEC E & FOSTER, INC. 1	Inv	670.53
	861 AMEC E & FOSTER, INC.		*** Vendor total ***		3,317.34
A10 610.07 - Project - Engineering					
			*** Account total ***		3,317.34
A10 620.05 - GD - Landscaping					
752	J & B LANDSCAPE, INC.	19894 LANDSCAPING SERVICES-BETZ-CERC	752 J & B LANDSCAPE, INC. 1	Inv	1,097.50
	752 J & B LANDSCAPE, INC.		*** Vendor total ***		1,097.50
A10 620.05 - GD - Landscaping					
			*** Account total ***		1,097.50

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 620.06 - GD - Other Expense					
186	IN-LINE AIR CONDITIONING CO.,		186 IN-LINE AIR CONDITIONING CO.,		
	19887 BETZ-CERC- REPLACE PUMP FOR BO		1	Inv	1,060.00
	19888 BETZ-CERC HEAT START-UP EQUIPM		186 IN-LINE AIR CONDITIONING CO.,		
			1	Inv	5,575.00
	19889 BETZ-CERC REPLACEMENT OF PUMP		186 IN-LINE AIR CONDITIONING CO.,		
			1	Inv	8,785.00
	19890 BETZ-CERC TRIDIUM CONTROL SYST		186 IN-LINE AIR CONDITIONING CO.,		
			1	Inv	1,500.00
	19891 BETZ-CERC OVERHEATING VARIOUS		186 IN-LINE AIR CONDITIONING CO.,		
			1	Inv	210.00
	19892 BETZ-CERC SERVICES VARIOUS RO		186 IN-LINE AIR CONDITIONING CO.,		
			1	Inv	327.50
	186 IN-LINE AIR CONDITIONING CO.,		*** Vendor total ***		17,457.50
488	MICHAEL HUGHES-AMBIEXTROUS SP		488 MICHAEL HUGHES-AMBIEXTROUS SP		
	19901 BETZ-CERC - REPAIR SCOREBOARD		1	Inv	300.00
	488 MICHAEL HUGHES-AMBIEXTROUS SP		*** Vendor total ***		300.00
939	TREASURER - STATE OF NEW JERSE		939 TREASURER - STATE OF NEW JERSE		
	19900 BETZ-CERC SITE REMEDIATION		1	Inv	205.00
	939 TREASURER - STATE OF NEW JERSE		*** Vendor total ***		205.00
A10 620.06 - GD - Other Expense					*** Account total ***
A10 650.01 - Office Rent					
917	66 YORK STREET, LLC		917 66 YORK STREET, LLC		
	19885 RENT FOR THE MONTH OF DECEM.,		1	Inv	10,367.23
	917 66 YORK STREET, LLC		*** Vendor total ***		10,367.23
A10 650.01 - Office Rent					*** Account total ***
A10 660.01 - Liability Insurance					
642	BROWN - BROWN DBA WLDOR AGENCY		642 BROWN - BROWN DBA WLDOR AGENCY		
	19927 DIRECTORS & OFFICERS LIABILITY		1	Inv	125.92
	642 BROWN - BROWN DBA WLDOR AGENCY		*** Vendor total ***		125.92
812	PETROCCI AGENCY, LLC		812 PETROCCI AGENCY, LLC		
	19899 LIABILITY INSURANCE-665-667 OC		1	Inv	742.00
	812 PETROCCI AGENCY, LLC		*** Vendor total ***		742.00
981	FITCHBURG MUTUAL		981 FITCHBURG MUTUAL		
	19928 COVERAGE @ 66 YORK ST. AGENCY		1	Inv	578.02
	981 FITCHBURG MUTUAL		*** Vendor total ***		578.02
A10 660.01 - Liability Insurance					*** Account total ***

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.02 - Dues and Subscriptions					
966	LEXISNEXIS, A DIVISON OF REED		966 LEXISNEXIS, A DIVISON OF REED		
	19925 SUBSCRIP. TO ON LINE	LAW SITE	1	Inv	395.17
	966 LEXISNEXIS, A DIVISON OF REED			*** Vendor total ***	395.17
A10 670.02 - Dues and Subscriptions					*** Account total *** 395.17
A10 670.03 - Office Supplies					
69	STAPLES, INC		69 STAPLES, INC		
	19935 OFFICE SUPPLIES		1	Inv	252.99
	69 STAPLES, INC			*** Vendor total ***	252.99
A10 670.03 - Office Supplies					*** Account total *** 252.99
A10 670.04 - Printing and Advertising					
55	ROYAL PRINTING SERVICE		55 ROYAL PRINTING SERVICE		
	19921 CONTRACY CARDS		1	Inv	93.00
	55 ROYAL PRINTING SERVICE			*** Vendor total ***	93.00
72	THE EVENING JOURNAL ASSOCIATIO		72 THE EVENING JOURNAL ASSOCIATIO		
	19884 PUBLIC NOTIC - ARTICLES FOR OC		1	Inv	228.85
	72 THE EVENING JOURNAL ASSOCIATIO			*** Vendor total ***	228.85
443	THE HUDSON REPORTER ASSOC., LP		443 THE HUDSON REPORTER ASSOC., LP		
	19922 LEGAL ADVERTISEMENT-BD. MEETIN		1	Inv	84.60
	443 THE HUDSON REPORTER ASSOC., LP			*** Vendor total ***	84.60
A10 670.04 - Printing and Advertising					*** Account total *** 406.45
A10 670.05 - Postage					
77	US POSTAL SERVICE		77 US POSTAL SERVICE		
	19941 POSTAGE FOR PITNEY BOWES METER		1	Inv	600.00
	77 US POSTAL SERVICE			*** Vendor total ***	600.00
94	FEDERAL EXPRESS		94 FEDERAL EXPRESS		
	19919 OVERNIGHT DELIVERIES		1	Inv	119.31
	94 FEDERAL EXPRESS			*** Vendor total ***	119.31
A10 670.05 - Postage					*** Account total *** 719.31
A10 670.06 - Rental of Equipment					
644	TOSHIBA FINANCIAL SERVICES		644 TOSHIBA FINANCIAL SERVICES		
	19942 PAST DUE ON COPIER S/N CLE3129		1	Inv	375.00
	644 TOSHIBA FINANCIAL SERVICES			*** Vendor total ***	375.00



Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.06 - Rental of Equipment				
	884 TWIN ROCKS SPRING WATER			
	19931 WATER INVOICE	884 TWIN ROCKS SPRING WATER		
		1	Inv	95.40
	19943 SATER INVOCE # 932989	884 TWIN ROCKS SPRING WATER		
		1	Inv	28.00
	884 TWIN ROCKS SPRING WATER		*** Vendor total ***	123.40
A10 670.06 - Rental of Equipment				
			*** Account total ***	498.40
A10 670.07 - Travel				
	351 CHRISTOPHER FIORE			
	19951 TRAVEL EXPENSES FOR OCTOBER,15	351 CHRISTOPHER FIORE		
		1	Inv	179.42
	351 CHRISTOPHER FIORE		*** Vendor total ***	179.42
	568 BENJAMIN DELISLE			
	19945 TRAVEL EXPENSES FOR OCTOBER,15	568 BENJAMIN DELISLE		
		1	Inv	275.77
	568 BENJAMIN DELISLE		*** Vendor total ***	275.77
	770 ELIZABETH VASQUEZ			
	19948 TRAVEL EXPENSE REPORT-SEPT. OC	770 ELIZABETH VASQUEZ		
		1	Inv	307.82
	770 ELIZABETH VASQUEZ		*** Vendor total ***	307.82
	975 DAVID P. DONNELLY			
	19950 TRAVEL EXPENSE FOR OCROBER, 15	975 DAVID P. DONNELLY		
		1	Inv	91.63
	975 DAVID P. DONNELLY		*** Vendor total ***	91.63
A10 670.07 - Travel				
			*** Account total ***	854.64
A10 670.08 - Miscellaneous Operating Exp.				
	92 RUTGERS UNIVERSITY			
	19924 REGIST. -ELIZABETHPUBLIC PURCH	92 RUTGERS UNIVERSITY		
		1	Inv	945.00
	92 RUTGERS UNIVERSITY		*** Vendor total ***	945.00
	160 VERIZON WIRELESS			
	19923 INVOICE # 9754533715	160 VERIZON WIRELESS		
		1	Inv	294.80
	160 VERIZON WIRELESS		*** Vendor total ***	294.80
	495 CENTRAL PARKING SYSTEM			
	19940 PARKING FEE FOR (12) SPACES @\$	495 CENTRAL PARKING SYSTEM		
		1	Inv	900.00
	495 CENTRAL PARKING SYSTEM		*** Vendor total ***	900.00
	713 CASH			
	19918 PETTY CASH REPLENISHMENT	713 CASH		
		1	Inv	300.00
	713 CASH		*** Vendor total ***	300.00


Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.08 - Miscellaneous Operating Exp. *** Continued ***				
917 66 YORK STREET, LLC	19937 ELECTRIC UTILITY PAYMENT	917 66 YORK STREET, LLC 1	Inv	718.52
	19938 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	19939 STORAGE RENT - NOVEMBER, 15	920 MOISHE'S SELF STORAGE 1	Inv	700.00
920 MOISHE'S SELF STORAGE		*** Vendor total ***		700.00
933 CRYSTAL POINT CONDOMINIUM ASSO	19936 MONTHLY MAINTENANCE-DECEMBER,1	933 CRYSTAL POINT CONDOMINIUM ASSO 1	Inv	130.97
933 CRYSTAL POINT CONDOMINIUM ASSO		*** Vendor total ***		130.97
A10 670.08 - Miscellaneous Operating Exp. *** Account total ***				4,161.43
A20 610.02 - Grant - Environmental				
53 DRESDNER ROBIN ENVIRON MGMT	19902 ENVIRON. CVCS. - BERRY LANE PA	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	10,778.80
	19946 ENVIRONMENTAL SERVICES - PITTS	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	62,385.57
	19947 ENVIRONMENTAL SERVICES-PITTSBU	53 DRESDNER ROBIN ENVIRON MGMT 1	Inv	38,852.00
53 DRESDNER ROBIN ENVIRON MGMT		*** Vendor total ***		112,016.37
A20 610.02 - Grant - Environmental *** Account total ***				112,016.37
A20 610.07 - Grant - Engineering				
1016 MASER CONSULTING, PA	19906 SURVEYING SVCS. - GREENWAY	1016 MASER CONSULTING, PA 1	Inv	8,265.05
1016 MASER CONSULTING, PA		*** Vendor total ***		8,265.05
A20 610.07 - Grant - Engineering *** Account total ***				8,265.05
A20 610.08 - Grant - Other Expenses				
636 BROWNFIELD REDEVELOPMENT SOLUT	19909 EPA GRANTMANGMT.- REVOLVING LO	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	1,831.25
	19910 BERRY LANE-HDSRF APPLICATION	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	500.00
	19911 EPA GRANT MANAGMT. HAZARDOUS	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	197.25
	19912 EPA GRANT MANGMT. - POTROLEUM	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	537.00
	19913 EPA GRANT MANGMT. - GRAND JERS	636 BROWNFIELD REDEVELOPMENT SOLUT 1	Inv	226.50

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.08 - Grant - Other Expenses				
19914	EPA GRANT MANAGMT. - DWIGHT/OC	636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	259.00
		2	Inv	193.00
		3	Inv	431.50
	636 BROWNFIELD REDEVELOPMENT SOLUT	*** Vendor total ***		4,175.50
957 LAWNS BY YORKSHIRE, INC.				
19907	BERRY LANE - 1 BERRY LANE PAR	957 LAWNS BY YORKSHIRE, INC.		
		1	Inv	6,224.24
	957 LAWNS BY YORKSHIRE, INC.	*** Vendor total ***		6,224.24
1018 SHEMIN				
19915	TREES FOR ARLINGTON PARK - BER	1018 SHEMIN		
		1	Inv	866.70
	1018 SHEMIN	*** Vendor total ***		866.70
1019 CUMMING CONSTRUCTION MANAGEMEN				
19929	665 OCEAN AVE- CONSTRUCTION MA	1019 CUMMING CONSTRUCTION MANAGEMEN		
		1	Inv	11,439.00
	1019 CUMMING CONSTRUCTION MANAGEMEN	*** Vendor total ***		11,439.00
A20 610.08 - Grant - Other Expenses				*** Account total *** 22,705.44
A20 610.15 - Construction				
965	MAST CONSTRUCTION SERVICES, IN	965 MAST CONSTRUCTION SERVICES, IN		
19908	BERRY LANE PARK - CONSTRU. MA	1	Inv	20,225.00
	965 MAST CONSTRUCTION SERVICES, IN	*** Vendor total ***		20,225.00
994	FLANAGAN CONTRACTING GROUP, IN	994 FLANAGAN CONTRACTING GROUP, IN		
19904	BERRY LANE PARK-SITE IMPROVEME	1	Inv	514,105.15
	994 FLANAGAN CONTRACTING GROUP, IN	*** Vendor total ***		514,105.15
A20 610.15 - Construction				*** Account total *** 534,330.15
A20 630.01 - Grant - Demolition				
1015	COBRA ENTERPRISES LLC	1015 COBRA ENTERPRISES LLC		
19905	445,447 & 449 OCEAN -DEMOLITIO	1	Inv	51,308.39
	1015 COBRA ENTERPRISES LLC	*** Vendor total ***		51,308.39
A20 630.01 - Grant - Demolition				*** Account total *** 51,308.39
* Report total *				*** Total *** 809,851.75

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE PERSONNEL LIST AS OF  
NOVEMBER 17, 2015**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency  
have received copies of the Personnel List as of November 17, 2015

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the  
Jersey City Redevelopment Agency that the Personnel List as of November 17, 2015 be  
approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of  
Commissioners adopted at their Meeting dated November 17, 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  
AUTHORIZING AN AMENDED AND RESTATED  
REDEVELOPMENT AGREEMENT WITH MORRIS CANAL  
INCENTIVES URBAN RENEWAL, LLC WITHIN THE  
MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Morris Canal Incentives Urban Renewal, LLC (hereinafter "MCI" or "Redeveloper") and the Agency entered into a Redevelopment Agreement on or about July 12, 2007 ("Original Agreement") for the purpose of setting forth the undertakings, rights and obligations with respect to the construction and redevelopment of projects at properties known as 100 Monitor Street and 408-420 Communipaw Avenue within the Morris Canal Redevelopment Area; and

**WHEREAS**, MCI was initially comprised of the Morris Canal Redevelopment Area Community Development Corporation ("MCRACDC") and LMD#15, LLC ("LMD"); and

**WHEREAS**, pursuant to the terms of a separation agreement between MCRACDC and LMD, MCRACDC has voluntarily relinquished its membership interest in the MCI which membership interest constituted eight percent (8%) of the membership interest of MCI; and

**WHEREAS**, the Agency is requesting to amend and restate the Original Agreement to include but not limited to the following: 1.) consent to the withdrawal of MCRACDC as a member of the Redeveloper; 2.) approve the admission of Ironstate 100 Monitor LLC ("Ironstate"), as a member of the Redeveloper, along with LMD for the property at 100 Monitor Street; 3.) sever the properties located at 408-420 Communipaw Avenue (formerly Block 2056, Lots 4b, 4c, 4d, 4e, 28a, 29a, 30 and G), from the amended and restated Agreement and remove any reference or inclusion thereof in the definition of Project Premises; 4.) amend timelines and schedules as negotiated between the Redeveloper and the Agency accordingly; 5.) other modifications by the Agency's Executive staff and General Counsel as deemed necessary and appropriate and

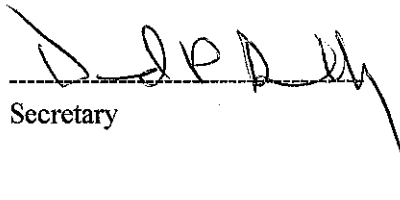
**WHEREAS**, the Agency's executive staff is recommending the designation of MCRACDC as the developer for the other properties at 408-420 Communipaw Avenue which the parties agree will no longer be part of this Amended and Restated Agreement;; and

**WHEREAS**, the Agency executive staff is recommending the Board of Commissioners' approval of this Amended and Restated Agreement to further the objectives of the Morris Canal 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. Approval of the Amended and Restated Agreement with Morris Canal Incentives Urban Renewal, LLC is hereby granted.
3. The Agency acknowledges inclusion of Ironstate 100 Monitor LLC as part of the Redeveloper.
4. The properties located at 408-420 Communipaw Avenue (formerly Block 2056, Lots 4b, 4c, 4d, 4e, 28a, 29a, 30 and G), are removed from the amended and restated Agreement and removed any reference or inclusion thereof in the definition of Project Premises
5. The Agency shall designate MCRACDC as the developer for the other properties at 408-420 Communipaw Avenue for a period not to exceed ninety (90) days with the option of a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of November 17, 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  
AUTHORIZING THE TRANSFER OF A PERCENTAGE OF  
OWNERSHIP IN THE ENTITY TO GS FC HUDSON  
EXCHANGE, LLC, PURSUANT TO SECTION 7.03(A)(1) OF  
THE REDEVELOPMENT AGREEMENT FOR PROPERTY  
LOCATED WITHIN THE HARSIMUS COVE STATION  
REDEVELOPMENT AREA**

**WHEREAS**, on on September 15, 2015, the Board of Commissioners of the Agency adopted a resolution designating GS FC Pep 1 Jersey City Urban Renewal, LLC (Redeveloper) as redeveloper of Block 11603, Lot 3, Condominium Unit 1, Qualifier C0001 (Property), and authorizing the execution of a Redevelopment Agreement; and

**WHEREAS**, on November 4, 2015, the Agency and the Redeveloper entered into a certain Redevelopment Agreement concerning the construction of a multi-family, residential project to include both market rate housing and on-site affordable housing, as well as commercial/retail space and parking, in accordance with the Harsimus Cove Redevelopment Plan; and

**WHEREAS**, the Redeveloper has entered into a commitment letter with Civitas Hudson Exchange ("Preferred Equity Lender") to obtain an EB-5 preferred equity loan pursuant to the EB-5 Immigrant Investor Loan Program in the principal amount of \$33,000,000.00 for the construction of the Project; and

**WHEREAS**, the Preferred Equity Lender has requested that an affiliated entity of the Redeveloper be formed in order to perfect the Project financing and secure the EB-5 preferred equity loan of \$33,000,000.00; and

**WHEREAS**, GS FC Pep 1 Jersey City, LLC, which is wholly owned by Forest City Residential Group, LLC and G&S Investors/Jersey City L.P. has formed GS FC Hudson Exchange, LLC pursuant to the Preferred Equity Lender's request; and



**WHEREAS**, the Redeveloper is currently wholly owned by GS FC Pep 1 Jersey City, LLC;  
and

**WHEREAS**, in order to secure its EB-5 preferred equity loan, the Redeveloper has requested Agency approval of a transfer of a 21% share of ownership in the Redeveloper to GS FC Hudson Exchange, LLC, resulting in the Redeveloper being owned 21% by GS FC Hudson Exchange, LLC and 79% by GS FC Pep 1 Jersey City, LLC; and

**WHEREAS**, GS FC Hudson Exchange, LLC is wholly owned by GS FC Pep 1 Jersey City, LLC; and

**WHEREAS**, this approval is conditioned upon the Agency's receipt and approval of GS FC Hudson Exchange, LLC's certificate of formation; ownership disclosure certification; contribution and disclosure statement made pursuant to City Ordinance 09-096, a/k/a Pay-to-Play reform ordinance, and the Redeveloper's revised operating agreement; and

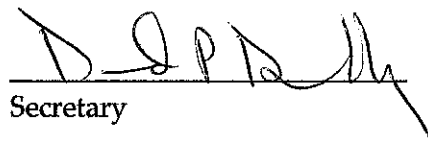
**WHEREAS**, the Agency shall receive this supporting documentation within five (5) days of the date of adoption of there herein Resolution.

**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 Agency gives its consent to the transfer of a 21% share of ownership in the Redeveloper to GS FC Hudson Exchange, LLC.
3. The Agency's consent is conditioned upon the Agency's receipt and approval of GS FC Hudson Exchange, LLC's certification of formation; ownership disclosure certification; contribution and disclosure statement made pursuant to City Ordinance 09-096, a/k/a Pay-to-Play reform ordinance, and the Redeveloper's revised operating agreement, which shall be provided to the Agency within five (5) days of the date of adoption of the herein Resolution.

4. All other terms and conditions of the Redeveloper Agreement as it relates to the Property are undisturbed by the consent to transfer ownership in the Redeveloper and shall remain in full force and effect.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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  
QUALIFYING LAW FIRMS FOR VARIOUS LEGAL  
SERVICES IN ALL PROJECT AREAS**

**WHEREAS**, in compliance with N.J.S.A. 40A:20.4 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Redevelopment Special Counsel services on September 11, 2015; and

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

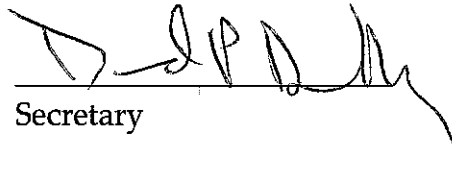
Eric M. Bernstein & Associates, LLC of Warren, NJ  
McNally & Kaczynski, LLC of Somerville, NJ  
GluckWalrath, LLC of Trenton, NJ  
Archer & Greiner, PC of Red Bank, NJ.

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that Eric M. Bernstein & Associates, LLC of Warren, NJ; McNally & Kaczynski, LLC of Somerville, NJ; GluckWalrath, LLC of Trenton, NJ and Archer & Greiner, PC of Red Bank, NJ. be considered qualified to enter into Professional Services Agreements with the Agency for the purposes of legal representation in connection with the various redevelopment projects being undertaken by the Agency.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of November 17, 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	✓			