

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

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

WHEREAS, the matters to be discussed are: current and potential litigation, personnel matters and contract negotiations; and

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

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


Secretary

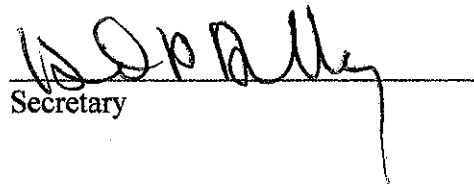
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated December 15, 2015.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED NOVEMBER 17, 2015**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated November 17, 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 December 15, 2015.

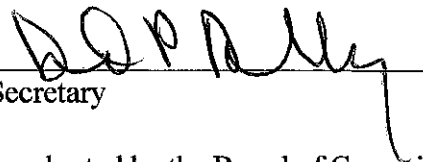
| RECORD OF COMMISSIONERS VOTE | | | | |
|------------------------------|-----|-----|---------|--------|
| NAME | AYE | NAY | ABSTAIN | ABSENT |
| Diane Coleman | ✓ | | | |
| Evelyn Farmer | ✓ | | | |
| Erma D. Greene | | | | ✓ |
| Rolando R. Lavarro, Jr. | ✓ | | | |
| Timothy N. Mansour | ✓ | | | |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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR MEETING OF NOVEMBER 17, 2015**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of 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 December 15, 2015

| RECORD OF COMMISSIONERS VOTE | | | | |
|-------------------------------------|------------|------------|----------------|---------------|
| <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 AMENDING AND EXTENDING
PROFESSIONAL SERVICES AGREEMENT No. 14-10-CF2
WITH McMANIMON, SCOTLAND, BAUMANN, LLC FOR
SPECIAL FINANCIAL LEGAL COUNSEL SERVICES**

WHEREAS, the Agency has been under contract for professional financial legal services with McManimon, Scotland & Baumann, LLC as Special Financial Legal Counsel; and

WHEREAS, the original Contract No. 14-10-CF2 was in the amount of \$30,000; and

WHEREAS, an Amendment to the contract is necessary to reflect the additional legal costs pertaining to the issuance of bonds for the Forest City Project in the amount of \$60,672.72 for an adjusted contract amount of \$90,672.72; and

WHEREAS, the Contract is hereby extended through to November 30, 2015 and will be closed out as of that date; 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; and

WHEREAS, this contract was awarded in accordance with N.J.S.A. 40A:20.4 et seq. as it pertains to Fair & Open Contracts; and

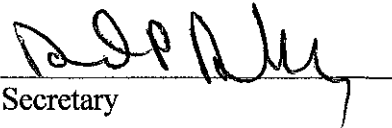
WHEREAS, notice of the award of this amended contract shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(I).

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NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that it authorizes an amendment and extension to Professional Services Agreement NO. 14-10-CF2 with McManimon, Scotland & Baumann, LLC in the amount of \$60,672.72 for a new total contract amount of \$90,672.72.

BE IT FURTHER RESOLVED, that Professional Services Agreement No. 14-10-CF2 be extended to November 30, 2016 and closed out.

BE IT FURTHER RESOLVED, by the Board of Commissioners 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 their Regular Meeting dated December 15, 2015

| RECORD OF COMMISSIONERS VOTE | | | | |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <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 PROFESSIONAL SERVICES
AGREEMENTS WITH GLUCK WALRATH, LLP; ARCHER &
GREINER, PC; McNALLY & KACZYNSKI; AND ERIC M.
BERNSTEIN & ASSOCIATES, LLC 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 Eric M. Bernstein & Associates, LLC (No. 15-12-BA10); McNally & Kaczynski (No. 15-12-BA11); Archer & Greiner, PC (No. 15-12-BA12) and Gluck Walrath, LLP (No. 15-12-BA13) [collectively the "Law Firms;"] for the period December 1, 2015 through November 30, 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.

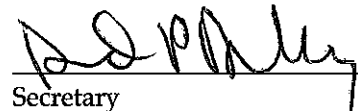
WHEREAS, the Law Firms responded to an RFQ published by the Agency on September 12, 2015 and by Resolution dated December 15, 2015, the firms of Gluck Walrath, LLP; Archer & Greiner, PC; McNally & Kaczynski; and Eric M. Bernstein & Associates, LLC were qualified to conduct business with the Agency in 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 December 15, 2015

| RECORD OF COMMISSIONERS VOTE | | | | |
|-------------------------------------|------------|------------|----------------|---------------|
| <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 COMMISSIONER OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
MEMBER PARTICIPATION IN THE BUY BOARD COOPERATIVE
PURCHASING SYSTEM**

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, a cooperative purchasing agreement is a formalized agreement between two or more entities where they will enter product purchase orders together, which increases economies of scale, reducing unit costs as well as shipping cost; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into such cooperative purchasing agreement; and

WHEREAS, the Buy Board Cooperative Purchasing system is nationally-recognized and accepted cooperative purchasing organization; and

WHEREAS, the Buy Board Cooperative Purchasing system was developed for the purpose of utilizing a competitive bidding process to make the procurement process more efficient and provide cost savings to its members; and

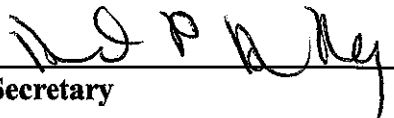
WHEREAS, the Buy Board Cooperative Purchasing system has offered the Agency the opportunity to participate in the Cooperative Purchasing System for the purpose of goods and services; and

WHEREAS, the Agency desires to join the Buy Board Cooperative Purchasing system to purchase good and/or services, to make the procurement process more efficient and to provide cost savings to the Agency; and

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

1. The Agency is authorized to complete an on-line application form to participate in the Buy Board Cooperative Purchasing system; and
2. The Agency shall ensure that the goods and/or services produced through the system comply with applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. and all the other provisions of the revised statutes of the State of New Jersey.

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 Meeting of December 15, 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 | ✓ | | | |



Building Better Places To Go.SM

Government Procurement Opportunities

At Public Restroom Company, we never stop thinking about better ways to design, build, and deliver public restrooms and related buildings.



National BuyBoard Cooperative Purchasing

Public Restroom Company's buildings are available for immediate, direct purchase through our contract with the National BuyBoard Cooperative. As a BuyBoard cooperative member, Public Restroom Company's building prices are competitively priced!

Benefits to Join:

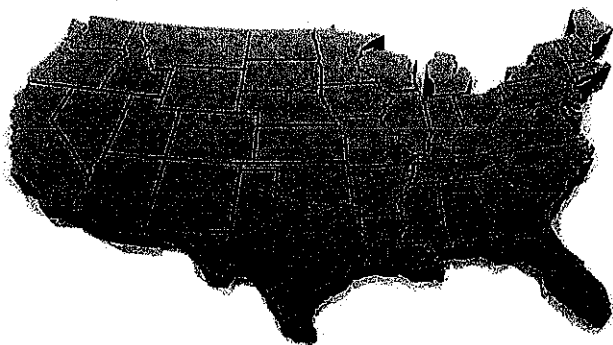
- ✓ Streamline buying process
- ✓ Avoid the lengthy bid process
- ✓ Avoid contractor mark-ups
- ✓ Discounted pricing
- ✓ Percentage of purchase goes back to the Co-op
- ✓ Free to join

For More Information or Frequently Asked Questions

If you have questions the National BuyBoard website has a page of Frequently Asked Questions.

Visit: <http://www.nsba.org/MainMenu/BuyBoard/FAQ.aspx>

Call: Steve Fisher (*BuyBoard Rep*) 800-695-2919 or Public Restroom Company 888-888-2060



Steps to Purchase from the BuyBoard

- 1.) Go to www.buyboard.com.
- 2.) Click on "Entity Registration" at the top of the page.
- 3.) Click on the "How to Join" link under the "All Other States (National Co-op)" category. This will bring you to the NSBA (National School Boards Association) website.
- 4.) Follow these steps to sign-up for the BuyBoard Co-op:
 - Complete the "sample resolution" only if your state law requires it.
 - Complete the "Interlocal Participation Agreement form". On page 7 of the agreement an authorized city official (city manager, mayor, purchasing agent, etc.) needs to sign the agreement. The coordinator of the agreement would be the contact person with the co-op. The coordinator does not need to be the authorized city official.
 - Fax the completed form to 703-519-6497.
- 5.) Your entity will be setup in the system and the coordinator will be contacted to create I.D.'s for staff.
- 6.) Contact Public Restroom Company directly for the BuyBoard catalog and price list.
 - A 5% discount is given by purchasing off the BuyBoard that is not included in the price list.
 - Shipping is not included in the pricing, so please refer to Public Restroom Company for a final price.
- 7.) Lastly, send your purchase order directly to Public Restroom Company and fax a copy to the BuyBoard at 800-211-5454.

*Our superior materials of construction allow for a longer design life,
thus reducing vandalism and maintenance.*

RESOLUTION OF THE BOARD OF COMMISSIONER OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING MEMBER PARTICIPATION IN THE HOUSTON-GALVESTON AREA COUNCIL (H-GAC) COOPERATIVE PURCHASING SYSTEM

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, a cooperative purchasing agreement is a formalized agreement between two or more entities where they will enter product purchase orders together, which increases economies of scale, reducing unit costs as well as shipping cost; and

WHEREAS, N.J.S.A. 52:34-6.2 authorizes a municipality to enter into such cooperative purchasing agreement; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) system is nationally-recognized and accepted cooperative purchasing organization; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) system was developed for the purpose of utilizing a competitive bidding process to make the procurement process more efficient and provide cost savings to its members; and

WHEREAS, the Houston-Galveston Area Council (H-GAC) has offered the Agency the opportunity to participate in the Cooperative Purchasing System for the purpose of goods and services; and

WHEREAS, the Agency desires to join the Houston-Galveston Area Council (H-GAC) to purchase good and/or services, to make the procurement process more efficient and to provide cost savings to the Agency; and

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

1. The Agency is authorized to complete an on-line application form to participate in the Houston-Galveston Area Council (H-GAC); and
2. The Agency shall ensure that the goods and/or services produced through the system comply with applicable laws of the State of New Jersey, Local Public Contracts Law N.J.S.A. 40A:11-1 et. seq. and all the other provisions of the revised statutes of the State of New Jersey.

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.

DO PALLY
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 Meeting of December 15, 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 | ✓ | | | |



INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC

No.:

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____

Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

rev. 03/11

*Request for Information

To expedite service, please complete the following blanks relevant to your agency's administrative/elective personnel and return the completed for to **H-GAC, Cooperative Purchasing Program,**
P.O. Box 22777, Houston, TX 77227-2777.

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) *(City)* *(State)* *(ZIP Code)*

Main Telephone Number: _____ FAX Number: _____

Physical Address: _____
(Street Address, if different from mailing address) *(City)* *(State)* *(ZIP Code)*

Web Site Address: _____

Official Contact: _____ Title: _____
(Point of Contact for HGACBuy Interlocal Contract) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/P.O. Box) E-Mail Address: _____

(City) *(State)* *(ZIP Code)*

Authorized Official: _____ Title: _____
(Mayor/City Manager/Executive Director etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(Purchasing Agent/Auditor etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(Public Works Director/Police Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) *(State)* *(ZIP Code)*

Official Contact: _____ Title: _____
(EMS Director/Fire Chief etc.) Ph No.: _____ - _____
Mailing Address: _____ Fx No. : _____ - _____
(Street Address/O.O. Box) E-Mail Address: _____

(City) *(State)* *(ZIP Code)*

* denotes required fields

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A THIRD AMENDMENT TO CONTRACT NO. 12-06-CF2 WITH COONEY BOVASSO REALTY ADVISORS, INC. TO RENEW AND EXTEND APPRAISAL SERVICES WITHIN VARIOUS PROJECT AREAS CITYWIDE.

WHEREAS, on June 19, 2012, the Jersey City Redevelopment Agency Board of Commissioners authorized entering into a Professional Services Agreement with the firm of Cooney Bovasso Realty Advisors, Inc. for appraisal services as may be required for various project areas Citywide for an amount not to exceed \$10,000.00; and

WHEREAS, First and Second Amendments have been authorized by previous resolutions to renew and extend the term of the contract; and

WHEREAS, the term of the Second Amendment to Contract #12-06-CF2 has exceeded its authorized renewal period and therefore, requires extension; and

WHEREAS, there remains a balance of \$4,500.00 on the contract; and

WHEREAS, there is a need for a Third Amendment to Contract #12-06-CF2 authorizing additional appraisal services for Citywide projects; and

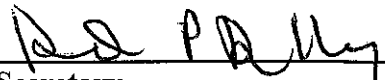
WHEREAS, all terms, conditions and provisions of the original Contract shall remain in full force and effect; and

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 public 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 the Chairman, Vice Chairman and/or Secretary are hereby authorized to renew and extend the term of Professional Services Agreement 12-06-CF2 with Cooney Bovasso Realty Advisors, Inc. through June 14, 2016, and to maintain the original scope of services.

BE IT ALSO RESOLVED, by the Board of Commissioners 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 their Regular Meeting dated December 15, 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 | ✓ | | | |
| Erma D. Greene | | | | ✓ |
| Hon. 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 AMENDING CONTRACT NO. 15-02-MPN2 WITH HODULIK & MORRISON, PA FOR ACCOUNTING AND CONSULTING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

WHEREAS, in order to properly carry out the Bayfront I Redevelopment Project, the Jersey City Redevelopment Agency entered into Contract No. 15-02-MPN2 with Hodulik & Morrison, PA for special accounting services which included but were not limited to meeting with the Redeveloper of the Bayfront Project, performance of accounting procedures as necessary to report activity of the project and review of bills submitted for reimbursement to determine eligibility; and

WHEREAS, due to additional services being provided it is necessary to amend the contract in the amount of \$8,000.00; and

WHEREAS, the costs for said services are to be reimbursed by the Redeveloper for the project; and

WHEREAS, this amendment does not affect the hourly rate of Hodulik and Morrison, PA; and

WHEREAS, the proposed agreement is for professional services and is therefore exempt from competitive bidding under the Local Public Contracts Law; and

WHEREAS, this contract was awarded in accordance with N.J.S.A. 40A:20.4 et seq. as it pertains to Fair & Open Contracts; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: the above recitals are incorporated herein as if set forth at length; and an amendment to Contract No. 15-02-MPN2 in the amount of \$8,000.00 for a total not to exceed amount of \$24,000.00 is hereby approved.

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


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 15, 2015.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING EXECUTION OF A GRANT AGREEMENT
FOR THE BERRY LANE PARK PROJECT FUNDED WITH
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

WHEREAS, the City of Jersey City has reallocated Community Development Block Grant (CDBG) funds for Fiscal Year 2015 from US Department of HUD; and


WHEREAS, by Resolution #15-757 dated October 28, 2015, the Municipal Council authorized the execution of a program contract with the Jersey City Redevelopment Agency as its subrecipient/subgrantee for the Berry Lane Park Project in the amount of \$1,200,000.00; and

WHEREAS, execution of the agreement between the City and Agency is required in the interest of efficiency and insurance of the continued operation of this program.

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

1. The Agency be and is hereby authorized to enter into and execute Subgrantee Agreements with the City of Jersey City for administration of reallocated Community Development Block Grant Program funds for FY2015 for the Berry Lane Park Project and to further execute amendments and/or modifications to all such agreements as may be required; and
2. The Agency is further authorized to administer all program activities and budgets as well as direct the implementation of the project provided thereunder for the funded project as listed on the attached Resolution #15-757; and

3. The Executive Director, Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all forms of agreements or documents necessary to effectuate the purpose of this Resolution.


SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners adopted at their Regular Meeting of December 15, 2015

| RECORD OF COMMISSIONERS VOTE | | | | |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <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 City of Jersey City, N.J.

City Clerk File No. Res. 15.757

Agenda No. 10-H

Approved: OCT 28 2015

TITLE:



**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE
HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH
MARCH 31, 2016**

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Jersey City \$5,153,513 in Community Development Block Grant (CDBG) funds; \$341,778 Additional Community Development Block Grant (CDBG) funds; \$1,284,311 in HOME Investment Partnerships Program (HOME) funds; \$2,557,844 in Housing Opportunities for Persons With AIDS (HOPWA) funds and \$472,063 in Emergency Solutions Grant (ESG) funds for Fiscal year 2015; and

WHEREAS, the City of Jersey City has developed a Five (5) Year Consolidated Plan and One (1) Year Action Plan consistent with the City's needs and federal regulations; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has approved the City's 2015-2019 Consolidated Plan and FY2015 Annual Action Plan; and

WHEREAS, most of the activities proposed in the City's application require the use of agencies and subgrantees; and

WHEREAS, the attached entities are eligible under 24 CFR Part 570, 24 CFR Part 92, 24 CFR Part 574 and 24 CFR Part 576; and

WHEREAS, the City of Jersey City has complied with all program requirements and will continue to administer the Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons With AIDS (HOPWA) and HOME Investment Partnerships Program (HOME) in compliance with such requirements; and

WHEREAS, 24 CFR85; 570.1; 570.204(c); 570.3; (c); 570.500; 570.501-503 requires all subrecipients to be named in the application for approval by HUD; and

WHEREAS, a copy of the Subgrantee Agreements memorializing these contracts will be on file at the Office of the City Clerk; and

WHEREAS, these agreements are exempt from public bid according to N.J.S.A. 40A:11-5.

City Clerk File No. Res. 15.757Agenda No. 10-HTITLE: **OCT 28 2015**

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR
CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE
HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH
MARCH 31, 2016**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor and/or Business Administrator is hereby authorized to accept and execute HUD Entitlement Grant Agreements and to execute Subgrantee Agreements with subgrantees identified on the attached list, under the year 2015 HUD entitlement program and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development (DCD) during the fiscal year
2. Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, in substantially the form attached, and such other documents deemed necessary to secure loans and grants made under the City's HUD entitlement grants. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development and shall be in accordance with all laws, rules and regulations applicable to the program.

City Clerk File No. Res. 15.757Agenda No. 10. HTITLE: **OCT 28 2015 2015 CDBG -- PUBLIC SERVICE PROGRAM**

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|---|------------|-------------------|-------------|
| ASPIRA Inc. of New Jersey | \$ 17,500 | 57-200-56-851-914 | 118806 |
| Big Brothers, Big Sisters of Essex, Hudson and Union Counties | \$ 55,200 | 57-200-56-851-829 | 118807 |
| Boys & Girls Club of H.C. - Heights Outreach | \$ 10,800 | 57-200-56-851-885 | 118808 |
| Boys & Girls Club of H.C. - Youth Achievement Center | \$ 13,000 | 57-200-56-851-906 | 118809 |
| C-Line Community Outreach Services Inc. | \$ 14,800 | 57-200-56-851-974 | 118810 |
| Concordia Learning Ctr. @ St. Joseph's School for the Blind | \$ 12,600 | 57-200-56-851-835 | 118811 |
| Educational Arts Team, Inc | \$ 17,000 | 57-200-56-851-978 | 118812 |
| Girl Scouts Heart of New Jersey | \$ 20,000 | 57-200-56-851-629 | 118813 |
| Grace Van Vorst Community Services | \$ 22,000 | 57-200-56-851-816 | 118814 |
| H.C. Court Appointed Special Advocates (CASA) | \$ 50,000 | 57-200-56-851-878 | 118815 |
| Jackie Robinson Little League | \$ 13,500 | 57-200-56-851-611 | 118816 |
| JC Connections dba Hudson Pride | \$ 20,000 | 57-200-56-851-850 | 118817 |
| Jersey City Employment and Training Commission | \$ 114,400 | 57-200-56-851-513 | 118818 |
| Kennedy Dancers (Inner City Youth) | \$ 15,000 | 57-200-56-851-965 | 118819 |
| Kennedy Dancers (Senior Citizens) | \$ 10,000 | 57-200-56-851-633 | 118820 |
| KIDZ 1 st , Inc. | \$ 9,800 | 57-200-56-851-510 | 118821 |
| Lincoln Park Little League | \$ 13,500 | 57-200-56-851-886 | 118822 |
| Nimbus Dance Works | \$ 5,000 | 57-200-56-851-630 | 118823 |
| PAN American Concerned Citizens Action League | \$ 12,000 | 57-200-56-851-815 | 118824 |
| Philippine American Friendship Committee, Inc. (PAFCOM) | \$ 14,850 | 57-200-56-851-851 | 118825 |
| Pershing Field Babe Ruth League, Inc. | \$ 13,500 | 57-200-56-851-610 | 118826 |
| Starting Points | \$ 22,000 | 57-200-56-851-996 | 118827 |
| Team Walker, Inc. | \$ 10,000 | 57-200-56-851-840 | 118828 |
| Urban League of Hudson County (General Social Services) | \$ 15,000 | 57-200-56-851-925 | 118829 |
| Urban League of Hudson County (Power Up) | \$ 9,000 | 57-200-56-851-923 | 118830 |
| Washington Park Little League | \$ 13,500 | 57-200-56-851-993 | 118831 |
| WomenRising, Inc. (Domestic Violence Services) | \$ 28,000 | 57-200-56-851-911 | 118832 |
| WomenRising, Inc. (Strong Foundations) | \$ 32,800 | 57-200-56-851-924 | 118833 |
| York Street Project -The Kenmare H.S. (Job Readiness Svc.) | \$ 8,000 | 57-200-56-851-813 | 118834 |
| Youth Summer Programs | \$ 160,277 | 57-200-56-851-519 | N/A |

TITLE: **OCT 28 2015****2015 CDBG REHABILITATION PROGRAM**

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|--------------|-------------------|-------------|
| Concordia Learning Center @ St. Joseph's School for the Blind | \$ 42,000 | 57-200-56-851-835 | 118835 |
| JC Redevelopment Agency (JCRA) - Berry Lane Park | \$ 1,200,000 | 57-200-56-851-927 | 118836 |
| J.C. Division of Community Development (HCRP) | \$ 500,000 | 57-200-56-851-930 | 118837 |
| J.C. Division of Community Development (Relocation Assistance) | \$ 93,749 | 57-200-56-851-935 | 118838 |
| J.C. Dept. of Public Works (Sidewalk and Curb Repair) | \$ 846,279 | 57-200-56-851-622 | 118839 |
| Let's Celebrate Housing Inc. | \$ 15,000 | 57-200-56-851-530 | 118840 |
| Philippine Community Center Foundation of N.J. | \$ 35,000 | 57-200-56-851-997 | 118841 |
| Rebuilding Together J.C. Inc. (Citywide) | \$ 45,000 | 57-200-56-851-872 | 118842 |
| Team Walker | \$ 98,759 | 57-200-56-851-840 | 118843 |
| York Street Project | \$ 90,000 | 57-200-56-851-813 | 118844 |

2015 HOME PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|---|--------------|-------------------|-------------|
| Administration | \$ 128,431 | 36-200-56-908-101 | N/A |
| Garden State Episcopal CDC (Hill Top View Rehab/New) (CHDO Set Aside) | \$ 1,000,000 | 36-200-56-908. | 118847 |
| 108 Storms, LLC | \$ 155,880 | 36-200-56-908. | 118848 |

2015 HOPWA PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|--------------|-------------------|-------------|
| Administration | \$ 76,735 | 37-200-56-909-101 | N/A |
| Cornerstone Outreach Program/HC Resource Center | \$ 1,014,274 | 37-200-56-909-589 | 118849 |
| Garden State Episcopal CDC -Hudson CASA Emergency Housing | \$ 81,071 | 37-200-56-909-984 | 118850 |
| Let's Celebrate, Inc. - TBRA | \$ 525,651 | 37-200-56-909-983 | 118851 |
| Let's Celebrate, Inc. - STRMU | \$ 236,044 | 37-200-56-909-979 | 118852 |
| Catholic Charities Archdiocese of Newark - Franciska Residence | \$ 273,084 | 37-200-56-909-980 | 118853 |
| Catholic Charities Archdiocese of Newark - Canaan House | \$ 96,159 | 37-200-56-909-542 | 118854 |
| Garden State Episcopal CDC -Corpus Christi Ministry Housing | \$ 254,826 | 37-200-56-909-588 | 118855 |

2015 ESG PROGRAM

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|---|------------|-------------------|-------------|
| Catholic Charities Archdiocese of Newark - Hope House | \$ 67,175 | 49-200-56-903-920 | 118856 |
| Catholic Charities Archdiocese of Newark - St. Lucy's | \$ 173,482 | 49-200-56-903-742 | 118857 |
| Garden State Episcopal CDC (Hudson CASA) -HPRP | \$ 188,825 | 49-200-56-903-546 | 118858 |
| Palisade Emergency Residence Corp (PERC) | \$ 42,581 | 49-200-56-903. | 118859 |

City Clerk File No. Res. 15.757Agenda No. 10.HTITLE: OCT 28 2015**2015 ECONOMIC DEVELOPMENT PROGRAM**

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|------------------------------------|------------|-------------------|-------------|
| Hudson Community Enterprises, Inc. | \$ 100,000 | 57-200-56-851-961 | 118845 |
| Rising Tide Capital, Inc. | \$ 300,000 | 57-200-56-851-631 | 118846 |

2015 ADMINISTRATION

| CONTRACTOR | AMOUNT | ACCOUNT NO. | P.O. NUMBER |
|--|--------------|-------------------|-------------|
| J.C. Division of Community Development (DCD) | \$ 1,099,058 | 57-200-56-851-918 | N/A |
| J.C. Housing Code Enforcement (HCE) | \$ 88,899 | 57-200-56-851-529 | N/A |

Donna Mauer
CHIEF FINANCIAL OFFICER

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 10.28.15 | | | | | | | | | | | |
|--|-----|-----|------|---------------|-----|-----|------|---------------|-----|-----|------|
| COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. | COUNCILPERSON | AYE | NAY | N.V. |
| GAJEWSKI | ✓ | | | YUN | ✓ | | | RIVERA | ✓ | | |
| RAMCHAL | ✓ | | | OSBORNE | ✓ | | | WATTERMAN | ✓ | | |
| 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.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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 OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING ACCEPTANCE AND EXECUTION OF HUD ENTITLEMENT GRANTS FOR CDBG, ESG, HOPWA AND HOME AUTHORIZING PROGRAM CONTRACTS UNDER THE HUD ENTITLEMENT PROGRAMS FOR PROGRAM YEAR APRIL 1, 2015 THROUGH MARCH 31, 2016

Initiator

| | | |
|---------------------|-----------------|-----------------------|
| Department/Division | HEDC | COMMUNITY DEVELOPMENT |
| Name/Title | CARMEN GANDULLA | DIRECTOR |
| Phone/email | x5304 | CGandulla@jcny.org |

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

Resolution Purpose

FY15 HUD Entitlement Grant application for City of Jersey City

I certify that all the facts presented herein are accurate.


Signature of Department Director

10/19/15
Date

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
DESIGNATING 100 HOBOKEN AVENUE PARTNERS, LLC
AS THE REDEVELOPER FOR PROPERTY LOCATED AT
100 HOBOKEN AVENUE IN THE HOBOKEN AVENUE
REDEVELOPMENT AREA**

WHEREAS, 100 Hoboken Avenue Partners, LLC, has submitted an application to be designated redeveloper of the property located at 100 Hoboken Avenue (Block 6001, Lot 40) (hereinafter "Property") within the Hoboken Avenue Redevelopment Area (see attached map); and

WHEREAS, the Redeveloper, at the Agency's Board Meeting of October 20, 2015, made presentation to the Board for the development of the Property for approximately 140 residential, one and two bedroom units, and 140 parking spaces (hereinafter "Project") in accordance with the Hoboken Avenue 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 100 Hoboken Avenue Partners, LLC as the Redeveloper; and

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

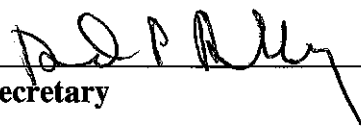
WHEREAS, the Agency executive staff recommends the designation of 100 Hoboken Avenue Partners, LLC for a period of one hundred twenty (120) days with a thirty (30) day extension at the Executive Director's discretion, to negotiate a Redevelopment Agreement between the parties.

NOW, THEREFORE, BE IT RESOLVED that:

1. The recitals above are incorporated herein as if set forth at length.
2. 100 Hoboken Avenue Partners, LLC is designated as Redeveloper for property located at 100 Hoboken Avenue within the Hoboken Avenue Redevelopment Area.
3. Redeveloper is responsible for and assumes all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.
4. 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.

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.

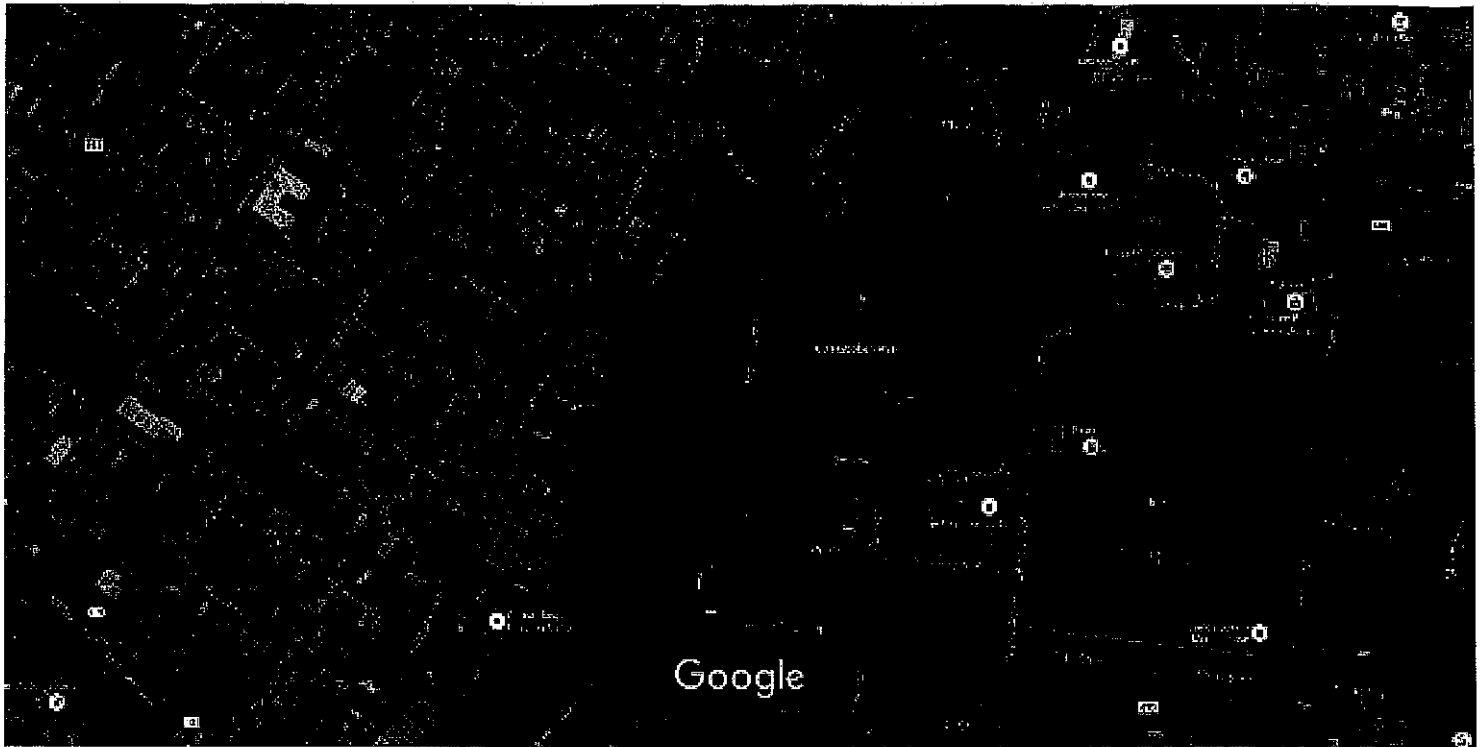
The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this Resolution.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of December 15, 2015.

| RECORD OF COMMISSIONERS VOTE | | | | |
|-------------------------------------|------------|------------|----------------|---------------|
| <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 | ✓ | | | |

Google Maps 100 Hoboken Ave



Imagery ©2015 Bluesky, DigitalGlobe, Sanborn, USDA Farm Service Agency, Map data ©2015 Google 200 ft

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT NUMBER 14-05-BD6 WITH WCD GROUP FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN THE HOBOKEN AVENUE REDEVELOPMENT AREA.

WHEREAS, at its meeting of May 20, 2014 and August 19, 2014 the Board of Commissioners authorized Contract No. 14-05-BD6 with WCD Group; and

WHEREAS, the Agency is desirous of amending the contract to include additional environmental services; and

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

WHEREAS, WCD Group has submitted a proposal for environmental services dated November 16, 2015 for an additional amount not to exceed \$74,270.00 for a new contract amount not to exceed \$277,705.00 (attached); and

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

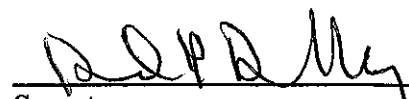
WHEREAS, funds for the work will be provided by a grant from the Hazardous Discharge Site Remediation Fund administered by the New Jersey Department of Environmental Protection and New Jersey Economic Development Authority; and

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-BD6 with WCD Group be amended by \$74,270.00 for a new contract amount not to exceed \$277,705.00 be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 15, 2015.

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



For pivotal matters.™

August 5, 2015

Revised: November 16, 2015

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

**Re: Additional Remedial Investigation Proposal and Scope of Work
Former City Chemical Site
100 Hoboken Avenue, Jersey City, NJ
07310 Block 704.5, Lot B.1
ISRA Case No. E98268-MOI
Program Interest No. 014742**

Dear Mr. Delisle:

WCD Group, LLC (WCD) is pleased to submit this proposal and scope of work to perform additional Remedial Investigations at the Former City Chemical Facility located at 100 Hoboken Avenue, Jersey City, NJ 07310 (the "Site"). The primary objective of the Investigation is to collect additional data to further delineate areas of concern identified in the Remedial Investigation Report (July 2015) in order to develop a comprehensive Remedial Action Workplan. The proposed soil and groundwater samples to be collected as part of this Remedial Investigation are described below. All work conducted by WCD will be performed in strict accordance with the NJDEP *Technical Requirements for Site Remediation* (TRSR), May 7, 2012; the *Site Remediation and Reform Act* (SRRA); and the *Field Sampling Procedures Manual* (FSPM), August 2005.

SCOPE

TASK 1 – QAPP / RIWP Preparation

Prior to the onset of field activities, WCD will prepare a site-specific Quality Assurance Project Plan (QAPP) in accordance with NJDEP requirements. The QAPP will address minimum field and laboratory analytical requirements to ensure data is reliable and useable. WCD will also prepare a short Remedial Investigation Work Plan outlining locations of soil borings and groundwater monitoring wells, including a discussion on sample collection and analysis objectives and protocols. A detailed sampling plan is included in the attachments.

TASK 1 - SOIL SAMPLING

The services proposed under Task 2 - Soil Sampling are outlined below and follow the outline in Section 4 of the RIR dated July 2015 (WCD). The soil sampling and analysis program described below is intended to provide horizontal and vertical delineation of previously observed impacts. All soil sampling will be conducted under the oversight of a NJDEP Licensed Site Remediation Professional (LSRP). Once the extents of impacted areas are delineated a remedial action protective of human health and the environment will be proposed.

- The EPH impacts in the central portion of the Site suspected to be the result of a past discharge will be vertically and horizontally delineated by the advancement of fifteen (15) additional soil borings and the collection and analysis of 15 EPH samples.
- Based on the results of previous PCB analysis, horizontal and vertical delineation will be conducted by the advancement of thirty-two (32) soil borings and collection and analysis of approximately forty-eight (48) PCB samples.

- Based on the results of the dioxin analysis, horizontal and vertical delineation will be conducted by the advancement of nine (9) soil borings and collection and analysis of fifteen (15) soil samples.
- Based on the results of the pesticide analysis, horizontal and vertical delineation will be conducted to delineate those pesticide concentrations which continue to exceed the NRDCSRs. This will be accomplished by advancement of six (6) borings and collection and analysis of nine (9) soil samples.
- WCD will retain a NJDEP licensed well driller to perform soil sample collection via direct-drive equipment. Soil samples will be collected continuously to the depth required for delineation. Soil samples collected from each boring will be screened with a photoionization detector (PID) and inspected for indications of contamination (e.g., staining, odors, etc.). Geologic descriptions of the soil and field screening results will be recorded in field logs;
- Select soil samples collected from the soil borings advanced on the Site will be submitted to a NJDEP certified laboratory for analysis. All sample collection will be in conformance with the FSPM.
- Although dedicated sampling equipment will be utilized, one field/equipment blank sample will be collected per day. Field duplicate samples will be collected at a frequency of one (1) for every twenty (20) samples to evaluate sampling precision. Soil samples will be containerized in laboratory-prepared jars, labeled, sealed, and placed in a chilled cooler for shipment to the laboratory. Shipments of samples for VOC analysis will be accompanied by laboratory-prepared trip blanks. Soil samples will be analyzed by an NJDEP-certified laboratory. The data deliverables package will be in electronic data deliverables will be produced in accordance with the TRSR and FSPM.

TASK 3 - MONITORING WELL INSTALLATION AND SAMPLING

The services provided under Task 2 - Monitoring Well Installation and Sampling will consist of the installation and sampling of five (5) groundwater monitoring wells. All monitoring well installation and sampling will be conducted under the oversight of a LSRP.

- Based on the results of the previous groundwater analysis, the impacts to groundwater are presumed to be related to the historic fill placed on the Site and surrounding properties. Groundwater investigation consisting of the placement and sampling of five (5) monitoring wells (four at the property boundaries and one located in the central portion of the Site) will be conducted. Once the data is evaluated a remedial action plan protective of human health and the environment will be proposed.
- Groundwater monitoring wells will be constructed of threaded two-inch diameter Schedule 40 PVC well casing and 10-slot well screen;
- The groundwater table surface is expected to be encountered between 6 and 7 feet bgs. The groundwater monitoring wells will be screened from five feet above the observed water table to ten feet below the observed water table.
- Clean silica sand, will be placed in the annular space around each groundwater monitoring well to a minimum of one foot above the top of the well screen, two feet being optimal. A two-foot thick bentonite seal will be placed above the sand pack;
- The groundwater monitoring wells will be completed with a concrete collar at the surface, protective steel stand-pipe and secure locking plug. Well construction diagrams will be prepared for each well;
- Following installation, the groundwater monitoring wells will be developed using a submersible or peristaltic pump until the water is reasonably free of turbidity and field parameter readings (pH, conductivity, temperature, and dissolved oxygen) sufficiently stabilize. The groundwater monitoring wells will be allowed to equilibrate for 14 days prior to sampling;

- Prior to sampling, head space measurements will be collected from each well using a PID. An oil/water interface probe will be used to gauge the depth to groundwater and measure the thickness of light non-aqueous phase liquid (LNAPL), if present.
- Groundwater samples will be collected from the newly installed permanent monitoring wells and will be performed in accordance with USEPA's "Low Stress (low flow) Purging and Sampling Procedure for the Collection of Groundwater Samples from Monitoring Wells," January 19, 2010 revision and the NJDEP FSPM. Data will be recorded in a field logbook;
- Groundwater samples collected from the temporary monitoring wells will be analyzed for TCL VOCs +10, TCL SVOCs +15, TCL PCBs and TCL Pesticides. In addition, both filtered and unfiltered samples from each monitoring permanent well will be analyzed for TAL metals. A laboratory-prepared trip blank will also be analyzed for TCL VOCs +10. Additionally, one field duplicate and one equipment blank sample will be collected and analyzed for TCL VOCs +10, TCL SVOCs +15, TCL PCBs, TCL Pesticides and TAL metals (filtered). The data deliverables package will be in NJDEP format and will be submitted to NJDEP in the approved EDD format.
- Groundwater samples will be containerized in laboratory-prepared jars, labeled, sealed, and placed in a chilled cooler for shipment to the laboratory. Groundwater samples will be analyzed by an NJDEP certified laboratory;
- Decontamination water, development water, purge water, PPE and disposable sampling equipment will be drummed and staged on the Site, pending receipt of the laboratory waste characterization results. IDW will be properly disposed off-site at a permitted facility; and
- WCD shall retain a New Jersey Professional Land Surveyor (PLS) to survey elevations of the tops of the casings of the new and existing permanent monitoring wells for use in determining water table elevations and the hydraulic gradient. The survey will also include the elevation of the surface of the ground adjacent to each well.

Task 4 – Project Management

WCD will provide an experienced Environmental Project Manager and a Licensed Site Remediation Professional to oversee the above described scope of services, to coordinate with subcontractors and laboratories, and to review resultant data for determination of completeness of delineation of known site contaminants.

Task 5 – Meeting Prep & Attendance

WCD will provide the Environmental Project Manager and the LSRP to meet with the JCRA to discuss the findings of the investigation and make recommendations for any additional remedial investigation activities that are deemed necessary to comply with the Technical Regulations for Site Remediation.

Schedule

Upon receipt of a Notice to Proceed from the Jersey City Redevelopment Agency and approval by the LSRP, WCD shall implement the Site investigation.

The following table summarizes the anticipated schedule based on unrestricted access to the Site.

| Task | Anticipated Completion from Notice to Proceed |
|------------------------|--|
| Task 1 - Soil Sampling | FourWeeks |

Mr. Benjamin Delisle
August 5, 2015
Revised: November 16, 2015
Page 4

| | |
|---|-------------|
| Task 2 - Monitor Well Installation And Sampling | Six Weeks |
| Receipt of Laboratory Data - Soil | Eight Weeks |
| Receipt of Laboratory Data - Groundwater | Nine Weeks |

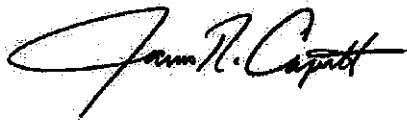
COSTS

Costs for the above described scope of work shall be on a not to exceed amount of **\$74,270.00**, based on the levels of effort described above. WCD will not incur costs above the price quoted without written authorization of JCRA. Note that these costs do not include the preparation of a Sensitive Receptor Evaluation / Baseline Ecological Evaluation or preparation of a Remedial Action Work Plan, as these costs were quoted in the previous phase of investigation.

We trust that this proposal will meet your expectations. Following your review of the attached, please feel free to call me so that we can discuss your comments, questions and the next step in this process. If this proposal is acceptable, please sign at the end of this letter where indicated, to indicate your approval of the scope of services and costs.

If you have any questions or comments, or require clarification on any item, please do not hesitate to contact me at (609) 730-0007.

Respectfully submitted,
WCD Group, LLC



Jim Capritti, CHMM
Principal

c. Project File
Jim Blaney
Sharima Ryan

Enclosures: Attachment A - Price Form
Attachment B - Terms & Conditions
Attachment C - Detailed Sample Plan
Figure 1

ACCEPTED:

Signature

Name

Title

Date



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

HDSRF APPLICATION – COST ESTIMATE FORMAT – PART VI

| <i>Activity</i> | <i>Quantity</i> | <i>Unit</i> | <i>Unit Price</i> | <i>Total</i> |
|--|-----------------|-------------|-------------------|---------------------|
| Task 1 - QAPP / RIWP Scope | | | | |
| QAPP Preparation | | | | |
| Sr. Project Manager / LSRP | 3.00 | Hour | \$ 150.00 | \$ 450.00 |
| Project Manager | 5.00 | Hour | \$ 135.00 | \$ 675.00 |
| Environmental Scientist | 8.00 | Hour | \$ 95.00 | \$ 760.00 |
| RIWP Scope of Work Preparation | | | | |
| Sr. Project Manager / LSRP | 3.00 | Hour | \$ 150.00 | \$ 450.00 |
| Project Manager | 5.00 | Hour | \$ 135.00 | \$ 675.00 |
| Environmental Scientist | 8.00 | Hour | \$ 95.00 | \$ 760.00 |
| Sub Total Task 1 | | | | \$ 3,770.00 |
| Task 2 - Additional Soil Investigation | | | | |
| SUBCONTRACTOR COSTS | | | | |
| Subsurface Investigation | | | | |
| Drilling Subcontractor | 5.00 | days | \$ 1,810.00 | \$ 9,050.00 |
| (incl one mob/demob and disp sleeves) | | | | |
| Soil boring survey - Professional Land Surveyor | 1.00 | day | \$ 2,000.00 | \$ 2,000.00 |
| Laboratory Analytic Fees (Soil) | | | | |
| EPH Analysis Cat 2 - does not include fractionation | 15.00 | sample | \$ 180.00 | \$ 2,700.00 |
| Pest | 9.00 | sample | \$ 60.00 | \$ 540.00 |
| PCBs | 48.00 | sample | \$ 60.00 | \$ 2,880.00 |
| Dioxin | 15.00 | sample | \$ 795.00 | \$ 11,925.00 |
| Labor | | | | |
| Sr. Project Manager / LSRP | 6.00 | Hour | \$ 150.00 | \$ 900.00 |
| Project Manager | 8.00 | Hour | \$ 135.00 | \$ 1,080.00 |
| Environmental Scientist | 80.00 | Hour | \$ 95.00 | \$ 7,600.00 |
| Subtotal Sub-contractor Costs for Task 2 | | | | \$ 38,675.00 |
| Task 3 - Additional Groundwater Investigation | | | | |
| Drilling Subcontractor | 5.00 | well | \$ 2,350.00 | \$ 11,750.00 |
| (incl one mob/demob) | | | | |
| Monitor well survey - Professional Land Surveyor | 1.00 | day | \$ 2,000.00 | \$ 2,000.00 |
| Laboratory Analytic Fees (Groundwater) | | | | |
| VOC | 2.00 | sample | \$ 80.00 | \$ 160.00 |
| TCL+30/TAL | 7.00 | sample | \$ 625.00 | \$ 4,375.00 |
| Labor | | | | |
| Project Manager / LSRP | 4.00 | Hour | \$ 150.00 | \$ 600.00 |
| Project Manager | 4.00 | Hour | \$ 135.00 | \$ 540.00 |
| Environmental Scientist | 20.00 | Hour | \$ 95.00 | \$ 1,900.00 |
| Subtotal Sub-contractor Costs for Task 3 | | | | \$ 21,325.00 |
| Task 4 - Project Management | | | | |
| Sr. Project Manager / LSRP | 50.00 | Hour | \$ 150.00 | \$ 7,500.00 |
| Subtotal Costs for Task 5 | | | | \$ 7,500.00 |
| Task 5 - Meeting Prep and Attendance | | | | |
| Sr. Project Manager / LSRP | 20.00 | Hour | \$ 150.00 | \$ 3,000.00 |
| Subtotal Costs for Task 6 | | | | \$ 3,000.00 |
| Grand Total | | | | \$ 74,270.00 |
| NOTE: Costs provided serve as estimated place holders for pricing. Actual cost of the work will be a function of public bidding process, actual conditions encountered in the field, etc. | | | | |



WCD GROUP STANDARD TERMS AND CONDITIONS—2015

1. SCOPE AND PERFORMANCE OF THE WORK

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

2. PAYMENT TERMS

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

3. CHANGE ORDERS

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

4. BILLING AND PAYMENT

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

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

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

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

5. STANDARD OF CARE/WARRANTY

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

6. INSURANCE

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

7. INDEMNIFICATION

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

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

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

8. LIMITATION OF LIABILITY

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

9. DISPUTE RESOLUTION

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

10. COLLECTION

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

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

11. USE OF REPORTS/NO THIRD-PARTY RELIANCE

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

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

12. DISCLOSURE OF INFORMATION

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

13. CONFIDENTIALITY

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

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

14. DELAYS

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

15. TERMINATION

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

16. SURVIVAL

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

17. GOVERNING LAW

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

18. ENTIRE AGREEMENT

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

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

AGREED TO AND ACCEPTED BY:

WCD GROUP, LLC

BY: _____

TITLE: _____

DATE: _____

CLIENT

COMPANY NAME: _____

BY: _____

TITLE: _____

DATE: _____

**Attachment C
Detailed Sample
Plan Hoboken
Avenue**

1. The EPH impacts in the central portion of the Site suspected to be the result of a past discharge will be vertically and horizontally delineated by the advancement of fifteen (15) additional soil borings and the collection and analysis of 15 EPH samples. All sample locations are proposed as new boring locations and are intended to define the limits of this area.
2. Based on the results of previous PCB analysis, horizontal and vertical delineation will be conducted by the advancement of thirty-two (32) soil borings and collection and analysis of approximately forty-eight (48) PCB samples as follows:

| PCB SAMPLES | | | | | |
|-------------------------------------|---|---|---------------------------------|--|--|
| Brinkerhoff Original Location | 1/2015 Boring Location- Sample Depth (6-10") | Proposed Phase 2 Boring Location- Sample Depth (10- 16") | Proposed # of New Samples | Proposed Phase 2 Boring Location | Proposed # of New Samples (0-6" and 6-10") |
| SS-1 | A | A | 1 | A1 | 2 |
| | B | B | 1 | B1 | 2 |
| | C | C | 1 | C1 | 2 |
| | | | | | |
| SS-2 | A | A | 1 | A1 | 2 |
| | B | B | 1 | B1 | 2 |
| | D | D | 1 | D1 | 2 |
| | | | | | |
| SS-8 | B | B | 1 | B1 | 2 |
| | C | C | 1 | C1 | 2 |
| | | | | | |
| SS-9 | A | A | 1 | A1 | 2 |
| | B | B | 1 | B1 | 2 |
| | C | C | 1 | C1 | 2 |
| | | | | | |
| RV-3 | A | A | 1 | A1 | 2 |
| | B | B | 1 | B1 | 2 |
| | C | C | 1 | C1 | 2 |
| | | | | | |
| RV-4 | A | A | 1 | A1 | 2 |
| | B | B | 1 | B1 | 2 |
| | | | | | |
| TOTAL | | 16 | 16 | 16 | 32 |

Summary
 Borings (16+16) = 32
 Samples (16+32) = 48

3. Based on the results of the dioxin analysis, horizontal and vertical delineation will be conducted by the advancement of nine (9) soil borings and collection and analysis of fifteen (15) soil samples as follows:

| DIOXIN SAMPLES | | | | | |
|-------------------------------------|--|--|---------------------------------|--|--|
| Brinkerhoff Original Location | 1/2015 Boring Location Sample Depth (0-6") | Proposed Phase 2 Boring Location- Sample Depth (6-10") | Proposed # of New Samples | Proposed Phase 2 Boring Location | Proposed # of New Samples (0-6" AND 6-10") |
| SS-5 | B | | | B1 | 2 |
| | C | | | C1 | 2 |
| | D | | | D1 | 2 |
| SS-9 | B | | | B1 | 2 |
| SS-25 | L | L | 1 | B | 2 |
| | | | | C | 2 |
| SS-27 | D | | | D1 | 2 |
| TOTAL | | 1 | 1 | 7 | 14 |

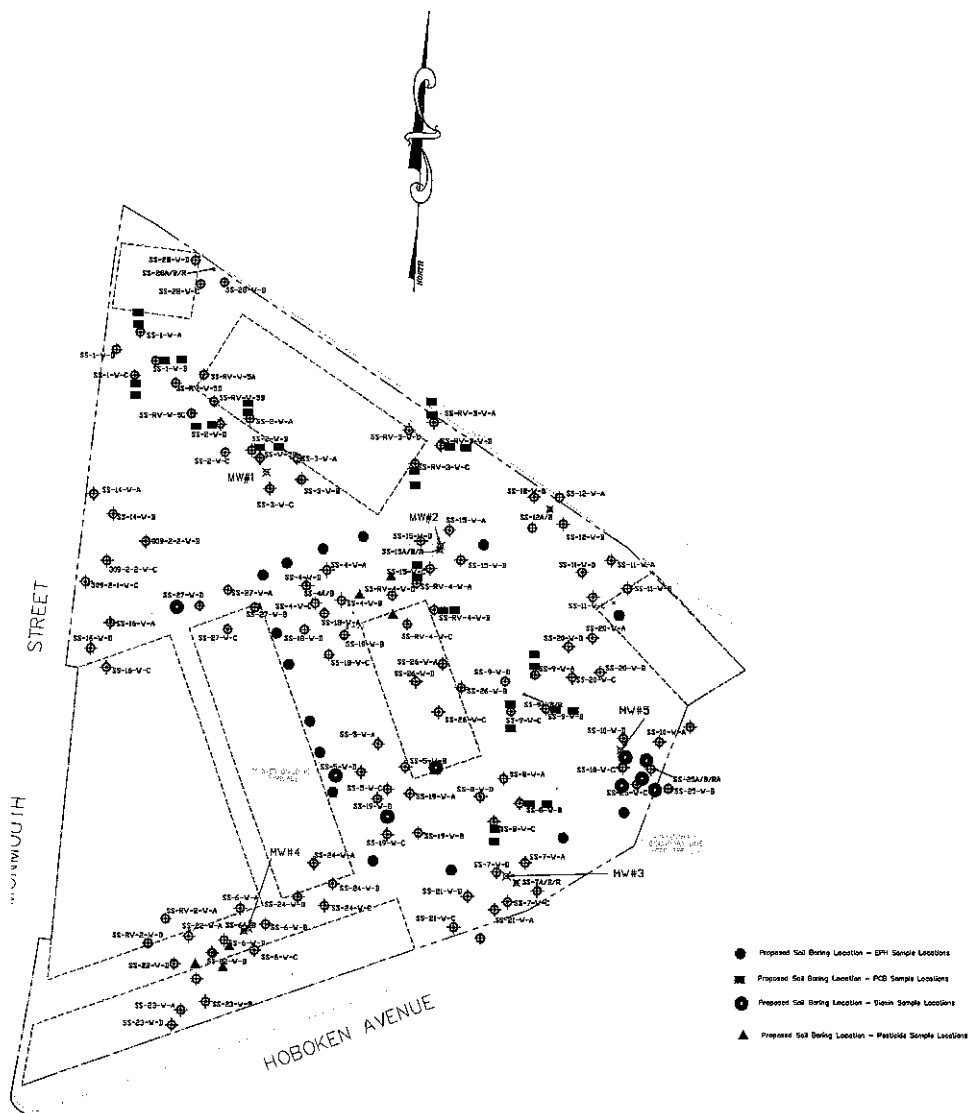
Summary
 Borings (1+7) = 8*
 Samples (1+14) = 15

*Note: The 9th boring may not be possible and is not shown on the sampling diagram at this time. The current plotted location appears to be beyond the property boundary.

4. Based on the results of the pesticide analysis, horizontal and vertical delineation will be conducted to delineate those pesticide concentrations which continue to exceed the NRDCSRS. This will be accomplished by advancement of six (6) borings and collection and analysis of nine (9) soil samples as follows:

| PESTICIDE SAMPLES | | | | | |
|-------------------------------------|---|--|---------------------|--|--|
| Brinkerhoff Original Location | 1/2015 Boring Location Sample Depth 0-6" | Proposed Phase 2 Boring Location Sample Depth 10-16" | # of New Samples | Proposed Phase 2 Boring Location | Proposed # of New Samples (0-6" and 6-10") |
| SS-22 | B | B (10-16") | 1 | B1 | 2 |
| | | | | B2 | 2 |
| | | | | | |
| RV-4 | D | D (10-16") | 1 | D1 | 2 |
| | | | | D2 | 2 |
| | | | | | |
| TOTAL | | 2 | 2 | 4 | 8 |

Summary
 Borings (2+4) = 6
 Samples (2+8) = 10



11-6-15

PROPOSED SOIL BORING LOCATIONS FOR DELINEATION

1"=40'

PLAN PREPARED FOR : 100 HOBOKEN AVE.

SITUATED IN : JERSEY CITY , HUDSON COUNTY , NEW JERSEY

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY REGARDING THE CITY CHEMICAL CORPORATION SUPERFUND SITE WITHIN THE HOBOKEN AVENUE REDEVELOPMENT AREA

WHEREAS, the Agency is the owner of certain property at Block 6001 lot 40 (100 Hoboken Avenue) (the "Property") within the Hoboken Avenue Redevelopment Area; and

WHEREAS, pursuant to Section 107(1) of CERCLA, 42 U.S.C. § 9607(1), the United States of America, on behalf of the Environmental Protection Agency, filed a lien against the Property on March 21, 2000 for the unreimbursed portions of emergency response costs incurred by EPA in performance of response actions at the Site, which lien amount, exclusive of interest, was certified by EPA as of October 31, 2015 to be \$679,988.67; and

WHEREAS, the Jersey City Redevelopment Agency desires that EPA release its lien in order to facilitate the sale of the Property to a redeveloper or end user; and

WHEREAS, the EPA is willing to release its lien according to the terms set forth in the Memorandum of Agreement substantially in the form attached hereto and for payment and consideration as set forth therein; and

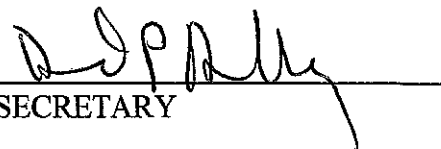
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency:

- 1) that the above recitals are set forth as if in length.
- 2) the executive director is hereby authorized to execute a Memorandum of Agreement with United States Environmental Protection Agency (EPA) in substantially the form attached

hereto, and subject to such modification as may be deemed necessary by the Agency's general counsel.

3) the JCRA agrees that it shall, within 30 days following the execution by EPA of the Memorandum of Agreement, pay to EPA \$339,994.33, which represents 50% of the amount of consideration that the JCRA has agreed to reimburse EPA for the release of its CERCLA lien on the Property.

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


SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 15, 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 | ✓ | | | |

MEMORANDUM OF AGREEMENT BY AND BETWEEN
U. S. ENVIRONMENTAL PROTECTION AGENCY AND JERSEY CITY
REDEVELOPMENT AGENCY
REGARDING
CITY CHEMICAL CORPORATION SUPERFUND SITE

WHEREAS, the United States Environmental Protection Agency, Region 2 ("EPA") performed cleanup response actions pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA" or "Superfund"), 42 U.S.C. §§ 9601-9675, at the City Chemical Corporation Superfund Site, located at Block 6001, Lot 40 (formerly Block 704.5, Lot B-1) having a street address of 100 Hoboken Avenue, City of Jersey City, New Jersey (hereinafter the "Site" or "Property"); and

WHEREAS, the City of Jersey City (the "City") had a lien against the Site for unpaid ad valorem real property taxes which as of August 2000 totaled approximately \$461,161 including interest (hereinafter collectively referred to as the "Tax Lien"); and

WHEREAS, pursuant to Section 107(l) of CERCLA, 42 U.S.C. § 9607(l), the United States of America, on behalf of EPA, filed a lien against the Property on March 21, 2000 in the amount of the total unreimbursed response costs incurred by EPA in performance of response actions at the Site, which lien amount, exclusive of interest, was certified by EPA as of October 31, 2015 to be \$679,988.67 (hereinafter "CERCLA Lien"); and

WHEREAS, EPA has been reimbursed \$278,704 as a result of an ability to pay settlement with several potentially responsible parties in February 2003.

WHEREAS, the City foreclosed on its Tax Lien in August 2002, and sold the Property to the Jersey City Redevelopment Agency (hereinafter "JCRA") by a Deed recorded on September 13, 2010; and

WHEREAS, the JCRA desires that EPA release its lien in order to facilitate the sale of the Property to a redeveloper or end user free and clear of EPA's CERCLA Lien; and

WHEREAS, EPA supports the redevelopment of former Superfund sites and is willing to release its CERCLA lien in consideration of compensation as provided below.

NOW THEREFORE, the parties hereby agree as follows:

1. Payment to EPA.

- a. The JCRA agrees that it shall, within 30 days following the execution by EPA of this Memorandum of Agreement, pay to EPA \$339,994.33, which represents 50% of the amount of consideration that the JCRA has agreed to reimburse EPA for the release of its CERCLA lien on the Property.
- b. Within 45 days of receipt of the \$339,994.33 payment, EPA will release its CERCLA lien on the Property.

c. Within 30 days of JCRA's transfer of the Property to a redeveloper or other end user, the JCRA agrees that it will pay to EPA \$339,994.33 which represents the remaining 50% of EPA's unreimbursed CERCLA costs, not including interest.

d. The payments above shall be made by check or electronic funds transfer ("EFT") to the EPA Hazardous Substances Superfund in accordance with instructions provided below. If payment is made by check, the check should be made payable to "EPA Hazardous Substances Superfund" and mailed to the following address:

US Environmental Protection Agency
Superfund Payments
Cincinnati Finance Center
PO Box 979076
St. Louis, MO 63197-9000

c. To effect payment via EFT, the JCRA shall instruct its bank to remit payment in the required amount via EFT using the following information, or such other updated EFT information that EPA may subsequently provide to the JCRA:

Amount of payment: \$339,994.33
Bank: Federal Reserve Bank of New York
Account code for Federal Reserve Bank account receiving the payment:
68010727
Federal Reserve Bank ABA Routing Number: 021030004
SWIFT Address: FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read:
D 68010727 Environmental Protection Agency
Name of remitter: Jersey City Redevelopment Agency
Site/spill identifier: 02GB and 029M
Site Name: City Chemical Corporation Superfund Site

At the time of payment via EFT, Respondent shall send notice that such payment has been made by email to acctsreceivable.cinwd@epa.gov, and to:

U.S. Environmental Protection Agency
Cincinnati Finance Office
26 Martin Luther King Drive
Cincinnati, OH 45268

and:

Irmgard Lopez
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2
2890 Woodbridge Avenue
Building 205 (MS-211)
Edison, New Jersey 08837
lopez.irmgard@epa.gov

as well as to:

Frances M. Zizila
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866
zizila.frances@epa.gov

Such notice shall reference the date of the EFT, the payment amount, the name of the Site, and the Jersey City Redevelopment Agency.

2. Waiver of Right of Redemption. EPA waives any right that it might have with respect to the CERCLA Lien to redeem the Property pursuant to federal law codified at 28 U.S.C. §2410(c) (and the Property title shall be free and clear of EPA's CERCLA Lien), but excepting any rights to compensation due to EPA pursuant to Paragraph 1 of this Memorandum of Agreement.
3. Notification to EPA of Status. Until such time as full payment has been made to EPA as provided by Paragraph 1 of this Memorandum of Agreement, the JCRA shall advise EPA in writing at the address provided by Paragraph 1.c. every ninety (90) days following the full execution hereof until the date that full payment has been made pursuant to Paragraph 1, as to the status of the sale or transfer of the Property from JCRA to a developer or end user.

IN WITNESS, This Memorandum of Agreement has been signed by the Parties.

U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 2

By: _____ Date: _____
Walter E. Mugdan
Director, Emergency and Remedial Response Division

JERSEY CITY REDEVELOPMENT AGENCY, NEW JERSEY

By: _____ Date: _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ACCEPTING A GRANT FROM THE HAZARDOUS DISCHARGE SITE REMEDIATION FUND PUBLIC ENTITY PROGRAM THROUGH THE NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY AND THE DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR PROPERTY WITHIN THE HOBOKEN AVENUE REDEVELOPMENT AREA

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

WHEREAS, the Hoboken Avenue Redevelopment Plan contemplates the redevelopment of 100 Hoboken Avenue (block 6001 lot 40) AKA the "City Chemical Site", a project of the Agency; and

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

WHEREAS, there is a need to perform environmental investigations and subsequent remediation of the properties prior to redevelopment;

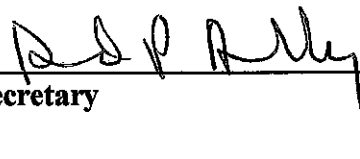
WHEREAS, the State of New Jersey provides funding for environmental investigation and remediation through the Hazardous Discharge Site Remediation Fund (HDSRF); and

WHEREAS, the Jersey City Redevelopment Agency has applied for HDSRF monies in the amount of \$74,270.00 for this purpose.

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

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

2. The above referenced grant in the amount of \$74,270.00 is hereby accepted upon receipt of notification of the grant award from the State of New Jersey;
3. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all necessary grant closing and other related documents in order to effectuate the purposes of this resolution, subject to the review and approval of the Agency's General Counsel;
4. A certified copy of this Resolution is to be forwarded to the New Jersey Economic Development Authority.



 Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Meeting of December 15, 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 | ✓ | | | |



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

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

BOB MARTIN
Commissioner

December 2, 2015

Ben Delisle, Project Manager
Jersey City Redevelopment Agency
66 York Street, Floor 2
Jersey City, NJ 07302

Re: Hazardous Discharge Site Remediation Fund (HDSRF) Application
Applicant: Jersey City Redevelopment Agency
Site Name: City Chemical Corporation
100 Hoboken Ave
Jersey City, Hudson County
NJDEP PI ID G000000980

Dear Mr. Delisle:

The New Jersey Department of Environmental Protection (NJDEP) has completed a review of the supplemental funding request through the Hazardous Discharge Site Remediation Fund (HDSRF) for the completion of a Remedial Investigation (RI) at the City Chemical Corporation site. The Department has found the proposal to be technically eligible for funding

Therefore, the Department is recommending the New Jersey Economic Development Authority (NJEDA) obligate a supplemental grant in the amount of \$74,270.00 to complete RI activities including development of a Quality Assurance Project Plan & Remedial Investigation Work Plan, soil sampling to delineate contamination noted from previous investigations, Monitoring well installation and sampling, and report generation. Following final approval by the NJEDA, the Department is recommending the NJEDA disburse the full amount of \$74,270.00 to complete the work.

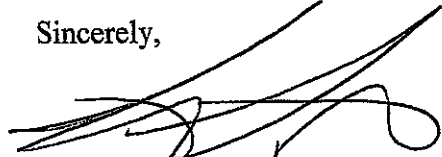
The Department's recommendation for the award of a grant from the HDSRF, and its determination that certain remediation costs are eligible for grant funding, is subject to the review and approval of the NJEDA, which, if in agreement with the Department's recommendation, will forward the recommendation to its Board for consideration. Any award by the NJEDA's Board is subject to a ten-day gubernatorial veto period and the appropriation of money to the Fund in an amount adequate to pay the grant. Any grant awarded from the HDSRF is to cover remediation

costs for the calendar year covered by the application. An applicant seeking a grant to cover remediation costs for subsequent calendar years must re-apply to the HDSRF. There is no guarantee of any funding in this year or future years.

Once work has been completed, please provide the Office of Brownfield Reuse with copies of all invoices (including subcontractor invoices) for activities conducted under the scope of work as well as copies of payments for the work conducted.

If you have any questions regarding this letter, please feel free to contact John Doyon at 609-633-0713 or at john.doyon@dep.state.nj.us

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy T. Bartle', with a large, stylized flourish at the end.

Timothy T. Bartle, Section Chief
Office of Brownfields Reuse

Cc DEPFile

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH BELOVED COMMUNITY CHARTER SCHOOL, INC. WITHIN THE LAFAYETTE PARK REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") dated July 16, 2013, Beloved Charter School was designated as Redeveloper ("Redeveloper") for the construction of a middle school on Block 15502, Lots 3 and 4; and

WHEREAS, the designation of Redeveloper has been extended from time to time as authorized by the Board of Commissioners; and

WHEREAS, construction of the project will have substantial public benefits to the City of Jersey City which include new construction jobs and an additional educational facility for the residents of the City; and

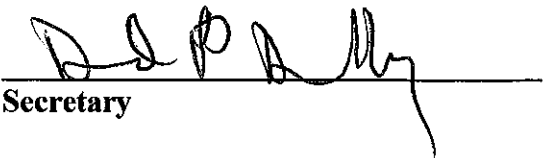
WHEREAS, the new building would house approximately 350 students in sixth, seventh and eighth grades; and

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

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

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

- 1) the above recitations are incorporated herein as if set forth at length;
- 2) authorization to execute a Redevelopment Agreement and/or any related documents with Beloved Community Charter School, Inc. is hereby granted;
- 3) The Executive Director is hereby authorized to execute any and all documents and take any and all actions necessary to effectuate the terms of the Redevelopment Agreement and this Resolution;
- 4) The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this resolution subject to the review of Agency Counsel.


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 15, 2015.

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

[illegible]

SEE SHEET 174

SEE SHEET 173

SEE SHEET 156

SEE SHEET 154

SEE SHEET 136

155

[illegible]

ARCH - CCM#246A2787330C

THIS TOOL HAS BEEN DRIVING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50' AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETON TOWNSHIP
NEW JERSEY, 07748

155

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER NUMBER 5 TO CONTRACT NO 14-01-FO1 WITH SZ CONSTRUCTION, INC. FOR PHASE II REHABILITATION OF PROPERTY LOCATED AT BLOCK 23202, LOT 79 IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA.

WHEREAS, at its February 18th, 2014 meeting, the Board of Commissioners authorized Contract Number 14-01-FO1 with SZ Construction, LLC for Phase II rehabilitation of Agency owned property located at 292 Martin Luther King Drive (Block 23202, Lot 79) in the Martin Luther King Drive Redevelopment Area; and (see map attached)

WHEREAS, PSE&G requires additional electrical for code compliance; and

WHEREAS, SZ Construction, Inc. submitted a proposal for additional work totaled \$8,300.00; and (copy attached)

WHEREAS, as a result of quantity adjustments for the above items of work the contract price in increased by \$8,300.00 for a new total contract amount of \$408,024.00; and

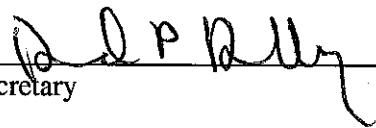
WHEREAS, Agency staff and LWDMMR Architects deem the above revisions and amounts appropriate and acceptable; and

WHEREAS, the additional work will be paid from Community Development Block Grant Dollars (CDBG); 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) Change Order No. 5 increasing the amount of the contract by \$8,300.00 with

SZ Construction is hereby authorized and approved; and 3) Change Order No. 5 increases the contract from \$399,724.00 to \$408,024.00.

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 December 15, 2015.

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



ATA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER:

PROJECT: Phase II Rehabilitation APPLICATION NO. 009

Distribution to: OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐

FROM CONTRACTOR:

52 Construction
97 Ste Force Ave
Elmhurst Park N.Y. 07407

140 Bay St Suite 4
Jersey City N.Y. 07302

CONTRACT FOR: General Construction

CONTRACT DATE: 13 / 11 / 01

PERIOD TO: 9/08/2015 - 11/17/2015

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
ATA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 387,000.00

2. NET CHANGE BY CHANGE ORDERS \$ 21,024.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 408,024.00

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 398,074.00

5. RETAINAGE:

a. 10 % of Completed Work \$ 39,807.80

(Column D + E on G703)

b. 10 % of Stored Material \$ 0.00

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 39,807.80

6. TOTAL EARNED LESS RETAINAGE \$ 358,266.20

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 322,988.00

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 35,278.20

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 69,757.80

(Line 3 minus Line 6)

| CHANGE ORDER SUMMARY | ADDITIONS | DEDUCTIONS |
|--|--------------|------------|
| Total changes approved in previous months by Owner | \$ 12,724.00 | \$ |
| Total approved this month | \$ 8,300.00 | \$ |
| TOTAL | \$ 21,024.00 | \$ |
| NET CHANGES by Change Order | \$ 21,024.00 | |

ARCHITECTS CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 35,278.20

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: *[Signature]*

By: *[Signature]* Date: 12-11-2015

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: *[Signature]* Date: 11/23/2015

By: *[Signature]*

State of: New Jersey

County of: Essex

Subscribed and sworn to before me this 23

NOTARY PUBLIC

My Commission Expires August 20, 2017

Notary Public: *[Signature]*

My commission expires: 8/20/2017

STATE OF NEW JERSEY

NOTARY PUBLIC

My Commission Expires August 20, 2017

WALDEMAR SKOWRONSKI

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

CAUTION: You should sign an original ATA Contract Document, on which this text appears in **PINK**. An original assures that changes will not be observed.
ATA Document G702™ - 1992. Copyright © 1993, 1998, 1999, 1997, 1998 and 1992 by The American Institute of Architects. All rights reserved. This ATA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this ATA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of ATA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@ala.org.

AIA Document G703 - 1992

Continuation Sheet

AIA Document G703-1992, Application and Certificate for Payment, or G732-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
In tabular form, amounts are in US dollars.
Use Column 1 on Contract where variable language for line items may apply.

APPLICATION NO: 009
APPLICATION DATE: 11/17/2015
PERIOD TO: 10/2015 - 11/2015
ARCHITECT'S PROJECT NO: 13-21701

| A ITEM NO. | B DESCRIPTION OF WORK | C SCHEDULED VALUE | D WORK COMPLETED | | F MATERIALS PRESENTLY STORED (Not in D or E) | G TOTAL COMPLETED AND STORED TO DATE (D+E+F) | H % (G+C) | I BALANCE TO FINISH (C-G) | J RETAINAGE (if applicable rate) |
|---------------|--------------------------|----------------------|-----------------------------------|-------------|---|---|--------------|------------------------------|-------------------------------------|
| | | | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | | | | | |
| 1. | BOND | 9,675.00 | 9,675.00 | 0.00 | 0.00 | 9,675.00 | 100% | 0.00 | 0.00 |
| 2. | GENERAL CONDITIONS | 8,000.00 | 7,600.00 | 0.00 | 0.00 | 7,600.00 | 95% | 400.00 | 0.00 |
| 3. | MOBILIZATION | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100% | 0.00 | 0.00 |
| 4. | DISPOSAL | 3,000.00 | 2,200.00 | 0.00 | 0.00 | 2,200.00 | 73% | 800.00 | 0.00 |
| 5. | CLEAN UP | 4,000.00 | 3,600.00 | 0.00 | 0.00 | 3,600.00 | 90% | 400.00 | 0.00 |
| 6. | TRAVEL | 36,000.00 | 36,000.00 | 0.00 | 0.00 | 36,000.00 | 100% | 0.00 | 0.00 |
| 7. | ROUGH ELECTRICAL | 40,995.00 | 40,995.00 | 0.00 | 0.00 | 40,995.00 | 100% | 0.00 | 0.00 |
| 8. | FINISH ELECTRICAL | 27,330.00 | 10,932.00 | 16,398.00 | 0.00 | 27,330.00 | 100% | 0.00 | 1,639.80 |
| 9. | DUCT WORK | 10,200.00 | 10,200.00 | 0.00 | 0.00 | 10,200.00 | 100% | 0.00 | 0.00 |
| 10. | HVAC EQUIPMENT | 24,300.00 | 24,300.00 | 0.00 | 0.00 | 24,300.00 | 100% | 0.00 | 0.00 |
| 11. | ROUGH PLUMBING | 17,500.00 | 17,500.00 | 0.00 | 0.00 | 17,500.00 | 100% | 0.00 | 0.00 |
| 12. | PLUMBING FIXTURES | 8,000.00 | 6,400.00 | 1,600.00 | 0.00 | 8,000.00 | 100% | 0.00 | 1,600.00 |
| 13. | WATER SERVICE | 21,000.00 | 21,000.00 | 0.00 | 0.00 | 21,000.00 | 100% | 0.00 | 0.00 |
| 14. | SPRINKLER SYSTEM | 42,000.00 | 37,800.00 | 0.00 | 0.00 | 37,800.00 | 90% | 4,200.00 | 0.00 |
| 15. | INSULATION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 100% | 0.00 | 0.00 |
| 16. | DRYWALL | 26,000.00 | 23,400.00 | 2,600.00 | 0.00 | 26,000.00 | 100% | 0.00 | 2,600.00 |
| 17. | SKYLIGHTS | 4,000.00 | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 100% | 0.00 | 0.00 |
| 18. | DOORPS | 7,000.00 | 6,300.00 | 0.00 | 0.00 | 6,300.00 | 90% | 700.00 | 0.00 |
| 19. | DOOR HANGERS | 3,000.00 | 0.00 | 3,000.00 | 0.00 | 3,000.00 | 100% | 0.00 | 300.00 |
| 20. | MISCELLANEOUS WORK | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 100% | 0.00 | 0.00 |
| | GRAND TOTAL | | | | | | | | |

Continuation Sheet should be used for all items not included on the previous sheet. All completed work should be checked off in the "Completed" column.

AIA Document G703 1992

Continuation Sheet

AIA Document G703-1992, Application and Certificate for Payment, or G732-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contract and signed certification is attached.
In Submittals, below, amounts are in US dollars.
Use Column I for Contracts where variable redlines for line items may apply.

APPLICATION NO: 009
APPLICATION DATE: 11/14/2015
PERIOD TO: 11/14/2015
ARCHITECT'S PROJECT NO: 1334170

| A | B | C | D | E | F | G | H | I |
|----------|------------------------|-----------------|-----------------------------------|-------------|---|---|-----------|---------------------------|
| ITEM NO. | DESCRIPTION OF WORK | SCHEDULED VALUE | FROM PREVIOUS APPLICATION (D + E) | THIS PERIOD | MATERIALS PRESENTLY STOCKED (Not in D or E) | TOTAL COMPLETED AND STOCKED TO DATE (D + E + F) | % (G + C) | BALANCE TO FINISH (I - G) |
| 21. | STAR RAILINGS | 3,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3,000.00 |
| 22. | PAINTING | 19,000.00 | 18,050.00 | 0.00 | 0.00 | 18,050.00 | 95% | 950.00 |
| 23. | CERAMIC TILE | 8,000.00 | 8,000.00 | 0.00 | 0.00 | 8,000.00 | 100% | 0.00 |
| 24. | KITCHEN CABINETS/COUNT | 13,000.00 | 13,000.00 | 0.00 | 0.00 | 13,000.00 | 100% | 0.00 |
| 25. | APPLIANCES | 1,000.00 | 700.00 | 300.00 | 0.00 | 1,000.00 | 100% | 0.00 |
| 26. | BATHROOM ACCESSORIES | 1,000.00 | 0.00 | 1,000.00 | 0.00 | 1,000.00 | 100% | 0.00 |
| 27. | FLOOR | 23,000.00 | 23,000.00 | 0.00 | 0.00 | 23,000.00 | 100% | 0.00 |
| 28. | WALLS | 3,800.00 | 3,800.00 | 0.00 | 0.00 | 3,800.00 | 100% | 0.00 |
| 29. | CEILING | 1,924.00 | 1,924.00 | 0.00 | 0.00 | 1,924.00 | 100% | 0.00 |
| 30. | WALLS | 2,450.00 | 2,450.00 | 0.00 | 0.00 | 2,450.00 | 100% | 0.00 |
| 31. | SPRINKLER SYSTEM IMPRO | 4,500.00 | 4,500.00 | 0.00 | 0.00 | 4,500.00 | 100% | 0.00 |
| 32. | CHANGE ORDER #5 | 8,300.00 | 0.00 | 8,300.00 | 0.00 | 8,300.00 | 100% | 0.00 |
| | GRAND TOTAL | 408,024.00 | 358,816.00 | 39,198.00 | 0.00 | 398,014.00 | | 9,950.00 |
| | | | | | | | | 3,819.80 |



224 Brook Ave.
North Plainfield, NJ 07060
Tel: 201 865 0235
Fax: 201 865 0236
Cell: 646 296 3496
www.electricbrigade.com

CHANGE ORDER CERTIFICATE

| | |
|---|---|
| DATE: 04/02/43 | JOB NAME: 292 MLK DR REHAB / C/O SZ CONSTRUCTION INC. |
| ORIGINAL CONTRACT AMT: \$57,000.00 SZ CONSTRUCTION: 201.290.7081 | JOB LOCATION: 292 MLK DR., JERSEY CITY, NJ 07092. |

This change order certificate is a documented indication of change in agreement of work, or change of print, change of physically installed work, or addition to print and/or physical work installed. This certificate is an acknowledgement by both parties, (contractor/supplier/contractor/client), of the required changes. Changes shall become effective upon signatures and payment of necessary fees, if applicable.

We are compelled by the following changes in the scope of work:

- Service Entrance
 - Furnish and upgrade the conduit size from 3" to 4" PVC at approx. 2' for the incoming underground service as specified and required by PSE&G.
 - Furnish and install approx. 30' of 350MCM AL additional Service Conductor for the provision of one extra phase, as specified and required by PSE&G for an incoming 3-Ph service.
 - Furnish and install larger service entrance conductors from the original approved 250MCM AL, to 350MCM AL at approx. 80'.
 - Furnish and install additional service Equipment, providing 3-Ph power at 225-Amps. Equipment includes:
 - (1) One 3-ph, 200-Amp, single Store meter
 - (2) One 3-ph, single phase, 100-Amp meter stack.
 - (3) One 3-Ph, 200-Amp Service Tap box.
 - Replacement of approx. 30' of AWG 3/0 AL to that of 1/0 CU for main water ground.

Distribution.

- Furnish and install an additional riser for (1) House Panel, subsequent to PSE&G's requirement. Riser should extend approx. 10' comprising of AWG #4/3 AL, providing approx. 60-Amps of power.
- Furnish and install an additional 12/24 main lug House Panel, subsequent to PSE&G's requirement so as to isolate and power the Common Space and all ancillary equipment, Eg. Fire Alarm circuits, lighting, heating etc. Additionally, billing becomes simplified.

We are compelled by the above changes in the scope of work for the added sum of:

Eight thousand, Three hundred dollars (\$ 8,300)

Payment as follows: Upon receipt

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving additional extra costs will be executed only upon additional written orders and will become an additional extra on the project.

Authorized
Signatures

Date of Acceptance

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH MILLENNIUM COMMUNICATIONS GROUP INC. PURSUANT TO N.J.S.A. 40A:11-12a AND N.J.A.C. 5:34-7.29(c)

WHEREAS, the Jersey City Redevelopment Agency, pursuant to N.J.S.A. 40A:11-12a. and N.J.A.C. 5:34-7.29(c), may by resolution and without advertising for bids, purchase any goods or services under the State of New Jersey Cooperative Purchasing Program for any State contracts entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and

WHEREAS, in furtherance of the Morris Canal Redevelopment Area, the Executive Director has deemed if necessary to purchase surveillance cameras and fiber optic network equipment for the Phase IV Site Improvements for Berry Lane Park project; and

WHEREAS, the Agency has the need on a timely basis to purchase goods or services utilizing State contracts; and

WHEREAS, the Agency intends to enter into contracts with Millennium Communications Group Inc., state contract numbers 87720,75580,T2989/T88740 for a total amount not to exceed \$290,609.00 through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts; and

WHEREAS, the Agency has been awarded numerous grants, including CDBG grants, CDBG-DR subgrants, Hudson County Open Space Trust, and City Capital funds to complete the park.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes the purchase of certain goods or services from Millennium Communications Group Inc., in an amount not to exceed \$290,609.00 through this resolution and properly executed contracts, which shall be subject to all conditions applicable to the current State contracts;

BE IT FURTHER RESOLVED, that the governing body of the Jersey City Redevelopment Agency pursuant to N.J.A.C. 5:30-5.5(b), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Chief Finance Officer; and

BE IT FURTHER RESOLVED, that the duration of the contracts between the Agency and the Referenced State Contract Vendors shall be from December 15, 2015 to December 15, 2016; and

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 December 15, 2015.

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

L:\AGENDA\DECEMBER - 2015\Millennium Communications Group Inc Reso#



*One Point of Contact.
Endless Possibilities.*

*Federal GSA Schedule #70
Contract #GS-35F-0220R
NJ State Contract/WSCA #87720
NJ State Contract/WSCA #75580
NJ State Contract/#T2989/#88740
Communications Wiring Services
Hunterdon County HCESC TEC #06
Passaic County Co-Op #38PCCP
PEPPM
SPIN#143007785*

December 7, 2015

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

RE: Jersey City Berry Park (Revision 2)

Dear Mr. Delisle,

On behalf of Millennium Communications Group Inc. I wish to thank you for extending us the opportunity to submit this proposal for the Surveillance and Fiber Optic Network for the new Berry Lane Park, Jersey City. The network will terminate in the JC Communications Facility on Bishop Street where it will be able to be monitored 24/7.

Fiber Optic Network:

Furnish and Install 3500' of 36 count FOC
Furnish and Install 1800" of new Strand ¼"
Over-lash new fiber to existing fiber 1700'
Furnish and Install 2 - 100' slack coils
Furnish and Install 1 Building attachment at Bishop St.
Furnish and Install u-Guard at riser pole Berry Rd.
Furnish and Install Fiber termination Gear at Bishop St (36 Port)
Furnish and Install Fan out Kit
Furnish and Install 36 SM connectors at Bishop St.
Furnish and Install Fiber Splice Housing at Hand-hole at Berry Lane Park
Test & Documentation

L&M Cost

\$39,281.00



*One Point of Contact.
Endless Possibilities.*

Network Traffic Control

JCPD Police Escort on City Streets

Cost **\$ 4,725.00**

Surveillance:

Furnish & Install 16 Custom NEMA Camera Housings
Furnish & Install 35 Axis P3346-VE Megapixel cameras
Furnish & Install 10 Axis Q6045-E PTZ cameras
Furnish & Install 45 Axis wall Brackets
Furnish & Install 35 P33 Pendant Kits
Furnish & Install Genetec Camera Connections 45
SMA 1 year camera Connections (Service Maintenance Agreement) Upgrades Software
Furnish & Install 16 - 1000/100 Hardened Switches Battery Back-up
Furnish & Install all necessary cabling, grounding and Fiber connections
Integrate Berry Lane into JC CCTV Network

L&M Cost **\$246,603.00**

Total Project **\$290,609.00**

Exclusions:

All work at Regular work hours - 1st Shift
Other Contractor to mount camera box and cameras
Other Contractor to Install Fiber in Park
Other Contractor to Furnish & Install Emergency phones
Other Contractor to Furnish & Install Audio System
Other Contractor to Install WIFI system

Customer Acceptance

The above pricing, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

| | | | |
|-----------|------------|-------|------|
| Signature | Print Name | Title | Date |
|-----------|------------|-------|------|

Please fax to (973) 503- 0111.

11 Melanie Lane, Unit 13 East Hanover, NJ 07936 P 800.677.1919 F 973.503.0111

Affirmative Action, Equal Opportunity Employer

millenniuminc.com



*One Point of Contact.
Endless Possibilities.*