RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH JOHNSTON COMMUNICATIONS 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 various telecommunication equipment services 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 Johnston Communications., state contract number T1316/A80802, for a total amount not to exceed \$249,147.24 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 Johnston Communications., in an amount not to exceed \$249,147.24 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.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	ABSTAIN	<u>ABSENT</u>
Diane Coleman	/			
Evelyn Farmer	•			
Erma Greene				/
Rolando R. Lavarro, Jr.	1			
Timothy N. Mansour				
John D. Petkanas				
Russell Verducci	1			

L:\AGENDA\DECEMBER - 2015\Johnston Communications Reso.wpd



Voice & Data P.O. Box 390; Kearny, New Jersey 07032 Main Office: 322 Belleville Tpke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-8633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802
The Jersey City Redevelopment Agency
66 York Street - 2nd Floor
Jersey City, New Jersey 07302

11/25/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Product Decription	<u>Location</u>	<u>Price</u>
Video / Fiber Optics	Berry Lane Park	\$112,038.82
Emergency Phones	Berry Lane Park	\$37,195.00
Wireless / WLAN POE	Berry Lane Park	\$40,789.92
Public Address System	Berry Lane Park	\$59,123.50
PROJECT TOTAL		\$249,147.24
Add Emergency Phone	Option Berry Lane Park	\$11,955.00



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Video		
6	1000' - 2 strand single mode O/D Fiber	\$517.48	\$3,104.88
1	1000' - 6 strand single mode O/D Fiber	\$510.14	\$510.14
1	1000' - 12 strand single mode O/D Fiber	\$597.32	\$597.32
1	1000' - 24 strand single mode O/D Fiber	\$769.04	\$769.04
1	1000' - 36 strand single mode O/D Fiber	\$957.44	\$957.44
10	1000' - Mule Tape	\$250.00	\$2,500.00
2	4 ft. Data Cabinets	\$2,450.00	\$4,900.00
2	APC Smart-UPS RT 2200VA RM 120V	\$1,850.00	\$3,700.00
1	Lift - Rental	\$2,500.00	\$2,500.00
1	Misc. Mounting Hardware	\$1,500.00	\$1,500.00
360	Labor - Pull Fiber	\$175.00	\$63,000.00
160	Labor - Mount Camera Equipment and Install Cabinets	\$175.00	\$28,000.00
	Video Total		\$112,038.82

	Run Single mode Fiber Optic Cable Throughout entire
Note 1	facility to connect New Video Cameras.
Note 2	Millennium will provide & program cameras
	Mount all Camera Hardware 18' High on Poles as per
Note 3	provided plans
Note 4	Provide and install 2 - 4 ft. Data Cabinets
Note 5	Millennium will splice, terminate & test all fiber optic cable



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302

11/12/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)	· <u>- · · · · · · · · · · · · · · · · · ·</u>	
3	VOIP-500 Faceplates	\$1,575.00	\$4,725.00
2	WEBS-PM Pedestals	\$4,620,00	\$9,240.00
1	WEBS-WM Wall Mounts	\$3,360.00	\$3,360.00
1	Outdoor Cat6 Cable Runs	\$595.00	\$595.00
1	Misc. Mounting Hardware	\$375.00	\$375.00
108	Labor - Mount Units and Assist in Configuration	\$175.00	\$18,900.00
	Emergency Telephones Total		\$37,195.00

Note 1	Provide and Install 3 - VOIP-500 Units.
	1 - Wall Mount (On Bidg) and 2 - Pedelstal Mount (On
Note 2	Customer Provided Concrete Pads)



Voice & Data P.O. Box 350, Kegmy, New Jersey 07032 Main Office: 322 Belleville Tpks., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

			·
Qty	Description	Unit Price	Extended Price
	Public WiFi Access		
4	Meraki Outdoor MR66-HW Access Points	\$1,461.00	\$5,844.00
4	Meraki 5 Year License Support	\$450.00	\$1,800.00
4	Signamax Media Converters	\$634.73	\$2,538.92
4	Signamax Power Supplies	\$105.00	\$420.00
2	Data Switches	\$6,995.00	\$13,990.00
2	GBIC's	\$450.00	\$900.00
1	Firewall	\$297.00	\$297.00
1	Misc. Mounting Hardware	\$1,000.00	\$1,000.00
80	Labor - Mount and Configure Units, Switches & Network	\$175.00	\$14,000.00
	Public WiFi Total		\$40,789.92
	SCOPE OF WORK		
Note 1	Provide and Install 4 Outdoor Wireless Access Points.		
Note 2	Install and configure wireless network.		
	City of Jesrey City will provide ISP service at Basebali		
Note 3	Field House		



Voice & Dâta P.O. Box 530, Keamy, New Jersey 07032 Main Office: 322 Belleville Toke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 550-6533

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Public Address Systems		
8	A12 (High output long-throw speaker)	\$357.00	\$2,856.00
2	M600 (dual channel 600W per channel mixer amplifier)	\$1,642.50	\$3,285.00
2	RPK86 (rear rack mount kit - for amp)	\$48.00	\$96.00
4	VMIX (8-CH modular mixer/pre-amp)	\$405.00	\$1,620.00
4	RPK87 (rack mount kit – for mixer)	\$39.00	\$156.00
6	MIC1S (microphone input module)	\$87.00	\$522.00
4	TBL1S (600-ohm balanced input module)	\$69.00	\$276.00
2	SAX1R (stereo input module for music)	\$69.00	\$138.00
8	TMA812 (tilt mount adapter)	\$144.00	\$1,152.00
2	MBS1000A (desktop microphone)	\$165.00	\$330.00
2	UDMS800HH (wireless handheld microphone)	\$220.00	\$440.00
2	RPK89 (rack mount kit for wireless mic receiver)	\$22.50	\$45.00
1	MVP210BG	\$1,342.50	\$1,342.50
2	MVP130BG	\$592.50	\$1,185.00
4	XLR Cable Runs	\$495.00	\$1,980.00
8	14AWG Shielded Cable Runs	\$650.00	\$5,200.00
1	1000 4 pair outdoor Cat6	\$1,500.00	\$1,500.00
1	Misc. Mounting Hardware	\$2,000.00	\$2,000.00
200	Labor to Install and Configure System	\$175.00	\$35,000.00
	Public Address Systems Total		\$59,123.50

SCOPE OF WORK

Provide and Install Bogen Public Address Systems at

Note 1

Baseball and Football Fields



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302

11/12/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)		· · · · · · · · · · · · · · · · · · ·
1	VOIP-500 Faceplates	\$1,575.00	\$1,575.00
0	WEBS-PM Pedestals	\$4,620.00	\$0.00
1	WEBS-WM Wall Mounts	\$3,360.00	\$3,360.00
1	Outdoor Cat6 Cable Runs	\$595.00	\$595.00
1	Misc. Mounting Hardware	\$125.00	\$125.00
36	Labor - Mount Units and Assist in Configuration	\$175.00	\$6,300.00
	Emergency Telephones Total		\$11,955.00

Note 1	Provide and Install 1 - VOIP-500 Units.
Note 2	1 - Wall Mount (On Bldg)



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Main Office: 322 Belleville Toke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/25/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Product Decription	<u>Location</u>	<u>Price</u>
Video / Fiber Optics	Berry Lane Park	\$112,038.82
Emergency Phones	Berry Lane Park	\$37,195.00
Wireless / WLAN POE	Berry Lane Park	\$40,789.92
Public Address System	Berry Lane Park	\$59,123.50
PROJECT TOTAL		\$249,147.24
Add Emergency Phone	Option Berry Lane Park	\$11,955.00



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	<u>Video</u>		
6	1000' - 2 strand single mode O/D Fiber	\$517.48	\$3,104.88
1	1000' - 6 strand single mode O/D Fiber	\$510.14	\$510.14
1	1000' - 12 strand single mode O/D Fiber	\$597.32	\$597.32
1	1000' - 24 strand single mode O/D Fiber	\$769.04	\$769.04
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2	4 ft. Data Cabinets	\$2,450.00	\$4,900.00
2	APC Smart-UPS RT 2200VA RM 120V	\$1,850.00	\$3,700.00
1	Lift - Rental	\$2,500.00	\$2,500.00
1	Misc. Mounting Hardware	\$1,500.00	\$1,500.00
360	Labor - Pull Fiber	\$175.00	\$63,000.00
160	Labor - Mount Camera Equipment and Install Cabinets	\$175.00	\$28,000.00
	Video Total		\$112,038.82

	Run Single mode Fiber Optic Cable Throughout entire
Note 1	facility to connect New Video Cameras.
Note 2	Millennium will provide & program cameras
	Mount all Camera Hardware 18' High on Poles as per
Note 3	provided plans
Note 4	Provide and install 2 - 4 ft. Data Cabinets
Note 5	Millennium will splice, terminate & test all fiber optic cable



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)		
3	VOIP-500 Faceplates	\$1,575.00	\$4,725.00
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108	Labor - Mount Units and Assist in Configuration	\$175.00	\$18,900.00
	Emergency Telephones Total		\$37,195.00

Note 1	Provide and Install 3 - VOIP-500 Units.
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Note 2	Customer Provided Concrete Pads)



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Public WiFi Access		
4	Meraki Outdoor MR66-HW Access Points	\$1,461.00	\$5,844.00
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4	Signamax Media Converters	\$634.73	\$2,538.92
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1	Firewall	\$297.00	\$297.00
1	Misc. Mounting Hardware	\$1,000.00	\$1,000.00
80	Labor - Mount and Configure Units, Switches & Network	\$175.00	\$14,000.00
	Public WiFi Total		\$40,789.92
	SCOPE OF WORK		
Note 1 Note 2	Provide and Install 4 Outdoor Wireless Access Points. Install and configure wireless network. City of Jesrey City will provide ISP service at Baseball		
Note 3	Field House		



Voice & Data P.O. Box 390, Keerny, New Jersey 07032 Main Office: 322 Bellerille Toke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Public Address Systems		
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6	MIC1S (microphone input module)	\$87.00	\$522.00
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8	TMA812 (tilt mount adapter)	\$144.00	\$1,152.00
2	MBS1000A (desktop microphone)	\$165.00	\$330.00
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2	RPK89 (rack mount kit - for wireless mic receiver)	\$22.50	\$45.00
1	MVP210BG	\$1,342.50	\$1,342.50
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1	Misc. Mounting Hardware	\$2,000.00	\$2,000.00
200	Labor to Install and Configure System	\$175.00	\$35,000.00
	Public Address Systems Total		\$59,123.50

SCOPE OF WORK

Provide and Install Bogen Public Address Systems at Baseball and Football Fields

Note 1



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STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)		,
1	VOIP-500 Faceplates	\$1,575.00	\$1,575.00
0	WEBS-PM Pedestals	\$4,620.00	\$0.00
1	WEBS-WM Wall Mounts	\$3,360.00	\$3,360.00
1	Outdoor Cat6 Cable Runs	\$595.00	\$595.00
1	Misc. Mounting Hardware	\$125.00	\$125.00
36	Labor - Mount Units and Assist in Configuration	\$175.00	\$6,300.00
	Emergency Telephones Total		\$11,955.00

Note 1	Provide and Install 1 - VOIP-500 Units.
Note 2	1 - Wall Mount (On Bldg)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY RENEWING AND EXTENDING THE DESIGNATION ABS BUILDERS, LLC / ALT INVESTMENTS AS DEVELOPER(S) FOR PROPERTY LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, at its meeting of June 16, 2015, the Board of Commissioners ABS Builders, LLC/ALT Investments as developer(s) for property located Block 19901, Lots 2-7, 41-44 and Block 19902, Lots 1-5; and

WHEREAS, ABS Builders, LLC / ALT Investments (hereinafter referred to as "Developer") made a formal presentation to the Jersey City Redevelopment Agency for the construction of a series of two and three family homes and two four story residential structures to contain approximately 67 units of rental housing; and

WHEREAS, the site(s) are located at Block 19901, Lots 2-7, 41-44 and Block 19902, Lots 1-5 in the Morris Canal Redevelopment Area; and

WHEREAS, the site is owned by the developer with the exception of one lot on Block 19901, Lot 4; and

WHEREAS, the newly constructed buildings will rejuvenate the community thereby aiding the local economy and the Jersey City tax base; and

WHEREAS, the Developer will construct the project in accordance with the Morris Canal Redevelopment Plan; and

WHEREAS, the Developer will construct and dedicate a new public street between Woodward and Van Horne Streets, in accordance with the Morris Canal Redevelopment Plan; and

WHEREAS, staff deems it appropriate to renew and extend the designation January 31, 2016 with an option to extend the designation for an additional 60 days at the sole discretion of the Agency's Executive Director.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey

City Redevelopment Agency that:

- ABS Builders, LLC / ALT Investments (or an entity to be formed by them) is hereby designated Redeveloper for the development of property located at Block 19901, Lots 2-7, 41-44 and Block 19902, Lots 1-5 in the Morris Canal Redevelopment Area.
- 2) The designation is contingent upon Redeveloper being responsible for and assuming all costs incurred by the Agency, including, but not limited to appraisal, title, environmental, legal, property maintenance, etc. for the proposed project.
- The designation granted herein is to expire on January 31, 2016 which period may be extended for a period of sixty (60) days if necessary at the sole discretion of the Agency's Executive Director.

BE IT FURTHER RESOLVED, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate 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>	AYE	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT	
Diane Coleman	V				
Evelyn Farmer	V				
Erma Greene					
Rolando R. Lavarro, Jr.	V				
Timothy N. Mansour					
John D. Petkanas	1				
Russell Verducci					

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 15-12-CF6 WITH VALUE RESEARCH GROUP, LLC FOR THE PREPARATION OF ACQUISITION APPRAISALS OF PROPERTIES IN BLOCK 20304, LOTS 2, 36, 37, 38, 40 & 41 LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, the Agency is desirous of contracting with Value Research Group, LLC of Livingston, New Jersey to provide acquisition appraisal services for properties located in Block 20304, Lots 2, 36, 37, 38, 40 & 41, and known as 138-148 Pine Street, 245, 243, 241, 233 & 247 Suydam Avenue, respectively, within the Morris Canal Redevelopment Area and which property is further depicted on the attached map; and

WHEREAS, Value Research Group, LLC has provided these services to the Agency in the past and has demonstrated the knowledge and expertise required in the field of endeavor; and

WHEREAS, said contract will be for a term not to exceed one (1) year and shall be in an amount not to exceed \$ 6,500.00; and

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

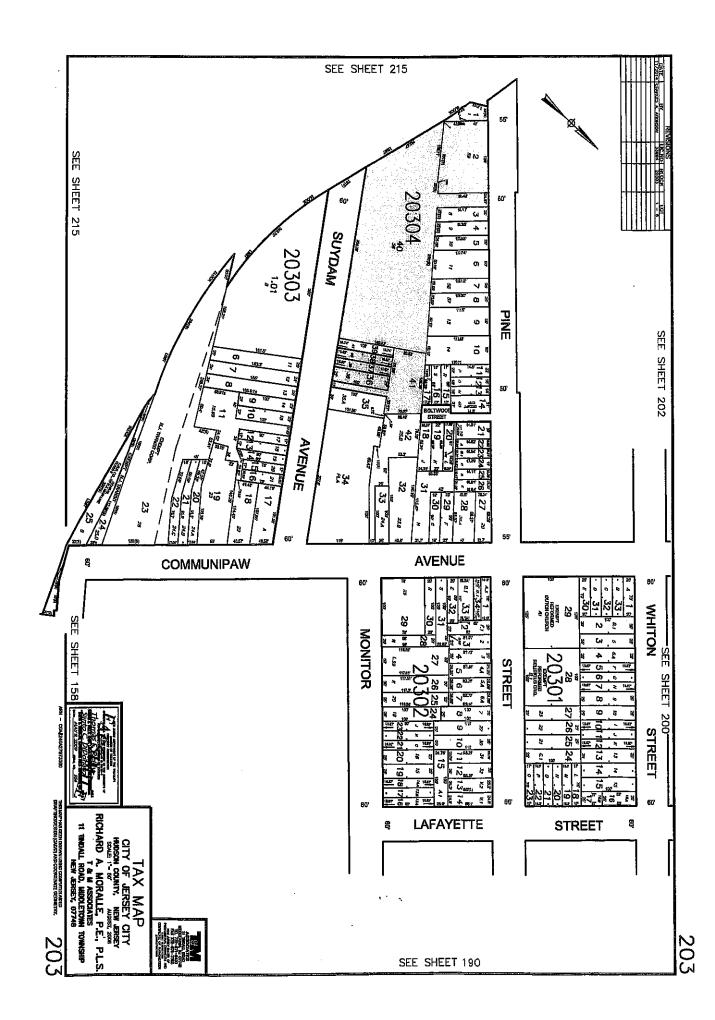
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that a Contract in the not to exceed amount of \$6,500.00 be awarded to Value Research Group, LLC for the purpose of rendering acquisition appraisal services within the Morris Canal Redevelopment Area. Notice of this award shall be published in a newspaper of general circulation in accordance with N.J.S. A. 40A:11-5(1)(a)(i).

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

SECRETARY

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

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





VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

December 10, 2015

Christopher Fiore, Assistant Executive Director Jersey City Redevelopment Agency 66 York Street 2nd Floor Jersey City, NJ 07302

Re: Proposal for Appraisal and Consulting Services

Importers Service Corp.
Suydam Avenue & Pine Street
Block 20304, Lots 2, 36, 37, 38, 40, 41

Dear Mr. Fiore:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client/Intended User:

Jersey City Redevelopment Agency

Intended Use:

To assist the client in determining the subject

property's market value for acquisition purposes.

Interest Valued:

Fee Simple

Date of Value:

Date of Inspection

Type of Value:

Market Value as defined by the appraisal requirements

pursuant to FIRREA.

Report Format:

Summary Report Format.

Appraisal Fee:

\$6,500

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement and receipt of all requested information.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is \$6,500. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If any sum is unpaid after 15 days, you agree to pay interest at 10% per annum on the unpaid balance, unless other arrangements are mutually agreed upon. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be based on our per diem fee schedule at the time of performance on a portal to portal basis. Our current hourly charges are as follows:

Principals of the Firm:	\$200
Staff Appraisers:	\$150
Support Staff:	\$ 75

Christopher Fiore	
December 10, 2015	
Page 3	

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between VRG or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including by not limited to, any third parties identified in this engagement letter.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE State Certified General Real Estate Appraiser (RG 00181)

Paul & For

Accepted By Date

VALUE RESEARCH GROUP, LLC.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH JOHNSTON COMMUNICATIONS 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 various telecommunication equipment services 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 Johnston Communications., state contract number T1316/A80802, for a total amount not to exceed \$249,147.24 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 Johnston Communications., in an amount not to exceed \$249,147.24 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.

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT	
Diane Coleman	/		•		
Evelyn Farmer	V				
Erma Greene					
Rolando R. Lavarro, Jr.	V				
Timothy N. Mansour					
John D. Petkanas	1				
Russell Verducci					

L:\AGENDA\DECEMBER - 2015\Johnston Communications Reso.wpd



Voice & Data P.O. Box 390, Keamy, New Jersey 07032 Main Office: 322 Belleville Tpke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 880-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302

11/25/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Product Decription	Location	<u>Price</u>
Video / Fiber Optics	Berry Lane Park	\$112,038.82
Emergency Phones	Berry Lane Park	\$37,195.00
Wireless / WLAN POE	Berry Lane Park	\$40,789.92
Public Address System	Berry Lane Park	\$59,123.50
PROJECT TOTAL		\$249,147.24
Add Emergency Phone	Option Berry Lane Park	\$11,955.00



Voice & Data P.O. Box 390, Kearry, New Jersey 07032 Main Office: 322 Belleville Toke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-8633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	<u>Video</u>		****
6	1000' - 2 strand single mode O/D Fiber	\$517.48	\$3,104.88
1	1000' - 6 strand single mode O/D Fiber	\$510.14	\$510.14
1	1000' - 12 strand single mode O/D Fiber	\$597.32	\$597.32
1	1000' - 24 strand single mode O/D Fiber	\$769.04	\$769.04
1	1000' - 36 strand single mode O/D Fiber	\$957.44	\$957.44
10	1000' - Mule Tape	\$250.00	\$2,500.00
2	4 ft. Data Cabinets	\$2,450.00	\$4,900.00
2	APC Smart-UPS RT 2200VA RM 120V	\$1,850.00	\$3,700.00
1	Lift - Rental	\$2,500.00	\$2,500.00
1	Misc. Mounting Hardware	\$1,500.00	\$1,500.00
360	Labor - Pull Fiber	\$175.00	\$63,000.00
160	Labor - Mount Camera Equipment and Install Cabinets	\$175.00	\$28,000.00
	Video Total		\$112,038.82

	Run Single mode Fiber Optic Cable Throughout entire
Note 1	facility to connect New Video Cameras.
Note 2	Millennium will provide & program cameras
	Mount all Camera Hardware 18' High on Poles as per
Note 3	provided plans
Note 4	Provide and install 2 - 4 ft. Data Cabinets
Note 5	Millennium will splice, terminate & test all fiber optic cable



Voice & Dáta P.O. Box 980, Keamy, New Jersey 07032 Main Office: 322 Belleville Toke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 660-6833

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)		
3	VOIP-500 Faceplates	\$1,575.00	\$4,725.00
2	WEBS-PM Pedestals	\$4,620,00	\$9,240.00
1	WEBS-WM Wall Mounts	\$3,360,00	\$3,360.00
1	Outdoor Cat6 Cable Runs	\$595.00	\$595.00
1	Misc. Mounting Hardware	\$375.00	\$375.00
108	Labor - Mount Units and Assist in Configuration	\$175.00	\$18,900.00
	Emergency Telephones Total		\$37,195.00

Note 1	Provide and Install 3 - VOIP-500 Units.
	1 - Wall Mount (On Bldg) and 2 - Pedelstal Mount (On
Note 2	Customer Provided Concrete Pads)



Volce & Data P.O. Box 390, Kearry, New Jersey 07032 Main Office: 322 Belleville Tipke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 880-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015 David Donnelly Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Public WiFi Access		
4	Meraki Outdoor MR66-HW Access Points	\$1,461.00	\$5,844.00
4	Meraki 5 Year License Support	\$450.00	\$1,800.00
4	Signamax Media Converters	\$634.73	\$2,538.92
4	Signamax Power Supplies	\$105.00	\$420.00
2	Data Switches	\$6,995.00	\$13,990.00
2	GBIC's	\$450.00	\$900.00
1	Firewall	\$297.00	\$297.00
1	Misc. Mounting Hardware	\$1,000.00	\$1,000.00
80	Labor - Mount and Configure Units, Switches & Network	\$175.00	\$14,000.00
	Public WiFi Total		\$40,789.92
	SCOPE OF WORK		
Note 1 Note 2 Note 3	Provide and Install 4 Outdoor Wireless Access Points. Install and configure wireless network. City of Jesrey City will provide ISP service at Baseball Field House		



Voice & Data P.O. Box 390, Keamy, New Jersey 07032 Main Office: 322 Belleville Tpke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 660-6633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Public Address Systems		
8	A12 (High output long-throw speaker)	\$357.00	\$2,856.00
2	M600 (dual channel 600W per channel mixer amplifier)	\$1,642.50	\$3,285.00
2	RPK86 (rear rack mount kit – for amp)	\$48.00	\$96.00
4	VMIX (8-CH modular mixer/pre-amp)	\$405.00	\$1,620.00
4	RPK87 (rack mount kit – for mixer)	\$39.00	\$156.00
6	MIC1S (microphone input module)	\$87.00	\$522.00
4	TBL1S (600-ohm balanced input module)	\$69.00	\$276.00
2	SAX1R (stereo input module – for music)	\$69.00	\$138.00
8	TMA812 (tilt mount adapter)	\$144.00	\$1,152.00
2	MBS1000A (desktop microphone)	\$165.00	\$330.00
2	UDMS800HH (wireless handheld microphone)	\$220.00	\$440.00
2	RPK89 (rack mount kit – for wireless mic receiver)	\$22.50	\$45.00
1	MVP210BG	\$1,342.50	\$1,342.50
2	MVP130BG	\$592.50	\$1,185.00
4	XLR Cable Runs	\$495.00	\$1,980.00
8	14AWG Shielded Cable Runs	\$650.00	\$5,200.00
1	1000 4 pair outdoor Cat6	\$1,500.00	\$1,500.00
1	Misc. Mounting Hardware	\$2,000.00	\$2,000.00
200	Labor to Install and Configure System	\$175.00	\$35,000.00
	Public Address Systems Total		\$59,123.50

SCOPE OF WORK

Provide and Install Bogen Public Address Systems at Baseball and Football Fields

Note 1



Voice & Data P.O. Box 390, Keamy, New Jersey 07032 Main Office: 322 Belleville Tpke., N. Arlington, N.J. 07031 (201) 991-7400 (212) 860-8633

STATE OF NEW JERSEY CONTRACT #T1316/ A80802 The Jersey City Redevelopment Agency 66 York Street - 2nd Floor Jersey City, New Jersey 07302 11/12/2015
David Donnelly
Executive Director

11-X-21415 Telecommunication Equipment Services

Qty	Description	Unit Price	Extended Price
	Emergency Telephones - (Talk-A-Phone)		
1	VOIP-500 Faceplates	\$1,575.00	\$1,575.00
0	WEBS-PM Pedestals	\$4,620.00	\$0.00
1	WEBS-WM Wall Mounts	\$3,360.00	\$3,360.00
1	Outdoor Cat6 Cable Runs	\$595.00	\$595.00
1	Misc. Mounting Hardware	\$125.00	\$125.00
36	Labor - Mount Units and Assist in Configuration	\$175.00	\$6,300.00
	Emergency Telephones Total		\$11,955.00

SCOPE OF WORK

Note 1 Provide and Install 1 - VOIP-500 Units.
Note 2 1 - Wall Mount (On Bidg)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH MILLENNIUM COMMUNICATIONS GROUP INC. PERSUANT 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.

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

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

Resolution Number: 15-12_23

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION AS THE REDEVELOPER FOR PROPERTY LOCATED WITHIN THE OCEAN BAYVIEW REDEVELOPMENT AREA

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

WHEREAS, on February 17, 2015 said designation was extended; and

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

WHEREAS, said designation requires an additional extension in order for the parties to negotiate the terms of a Redevelopment Agreement; and

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

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

- 1. The recitations above are incorporated herein as if set for in length
- The designated of Garden State Episcopal Community Development Corporation for Agency owned properties located at 480 & 474 Ocean Avenue (Block 25201, Lots 1 & 71) within the Ocean Bayview Redevelopment Area is hereby extended for a sixty (60)

day period from the date of this resolution and the Agency's Executive Director may extend for an additional thirty (30) days in his sole discretion as Redeveloper as having the option to negotiate a Redevelopment Agreement with the Jersey City Redeveloper Agency.

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

Secretary

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

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Diane Coleman				
Evelyn Farmer				
Erma D. Greene				
Rolando R. Lavarro, Jr.				
Timothy N. Mansour	1			
John D. Petkanas	1			
Russell Verducci				

PhotoMaps by nearmap

12/10/2015

Resolution Number: 15-12_24

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF ALLIANCE CONSTRUCTION, LLC AS THE DEVELOPER FOR AGENCY OWNED PROPERTY LOCATED AT 97-99 DWIGHT STREET IN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, at its July 21, 2015 Board of Commissioners meeting, the Agency authorized the designation of Alliance Construction Group, LLC as Developer of Agency owned property located at 97-99 Dwight Street (Block 25804, Lots 10 & 9) respectively; and

WHEREAS, Alliance Construction Group, LLC submitted a proposal and made a formal presentation to the Jersey City Redevelopment Agency to construct two (2) 2-family homes on Dwight Street; and

WHEREAS, said designation requires an extension in order for the parties to negotiate the terms of a Redevelopment Agreement; and

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

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

- 1) The recitations above are incorporated herein as if set for in length.
- 2) The designation of Alliance Construction Group, LLC for Agency owned properties located at 97-99 Dwight Street (Block 25804, Lots 10 & 9) within the Turnkey Redevelopment Area is hereby extended for a thirty (30) day period from the date of this resolution and the

Agency's Executive Director may extend for an additional thirty (30) days in his sole discretion.

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>	AYE	NAY	ABSTAIN	<u>ABSENT</u>			
Diane Coleman	V						
Evelyn Farmer	V						
Erma D. Greene				/			
Rolando R. Lavarro, Jr.	V	,					
Timothy N. Mansour	/		-				
John D. Petkanas	1	-					
Russell Verducci							

PhotoMaps by nearmap

http://maps.us.nearmap.com/

2016 ADOPTED BUDGET RESOLUTION

Jersey City Redevelopment Agency

(Name)

AUTHORITY

FISCAL YEAR:

FROM:

January 1, 2016

TO:

December 31, 2016

WHEREAS, the Annual Budget for the Jersey City Redevelopment Agency for the fiscal year beginning January 1, 2016 and ending, December 31, 2016 has been presented for adoption before the governing body of the Jersey City Redevelopment Agency at its open public meeting of December 15, 2015; and

WHEREAS, the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of Jersey City Redevelopment Agency, at an open public meeting held on December 15, 2015 that the Annual Budget of the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2016 and, ending, December 31, 2016 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their 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.	V							
Timothy N. Mansour								
John D. Petkanas	1							
Russell Verducci								

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO 15-12-BA14 WITH LERCH, VINCI & HIGGINS TO PROVIDE AUDIT SERVICES TO THE AGENCY FOR THE 2015 SINGLE AUDIT AND FOR SIX MONTH FINANCIAL STATEMENT COMPILATION AND 2016 BUDGET PREPARATION ASSISTANCE

WHEREAS, the Jersey City Redevelopment Agency is required to have an independent audit of its operations each year in accordance with the Single Audit Act of 1984, as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Lerch, Vinci & Higgins has been qualified by Resolution dated January 20, 2015, to enter into a Professional Services Agreement with the Jersey City Redevelopment Agency for these services; and

WHEREAS, the anticipated term of this contract is one (1) year; and

WHEREAS, Lerch, Vinci & Higgins has submitted a proposal dated December 9, 2015 indicating they will provide the enumerated services reflected therein for the sum of \$65,000.00; and

WHEREAS, in addition to the audit services, Lerch, Vinci & Higgins have in the past also provided assistance in the preparation of the Agency's Annual Budget(s) and preparation of compiled financial statements for the six month period ended June 30; and

WHEREAS, the fees proposed for the professional services are contained in the attached Letter Proposal of Lerch, Vinci & Higgins, Certified Public Accountants and Registered Municipal Accountants to the Board of Commissioners; and

WHEREAS, the hourly rate schedule for additional time is also included within the aforesaid Letter Proposal, should that become necessary; and

WHEREAS, funds are available from Jersey City Redevelopment Agency resources pursuant to the provisions of N.J.A.C. 5:30-5.4; and

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)

These services are professional services and therefore exempt from public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that a contract for 2015/2016 annual auditing services and for quarterly financial statement compilation and budget preparation services be awarded to Lerch, Vinci & Higgins in an amount not to exceed \$65,000, exclusive of any additional hourly charges, which may be authorized by the Executive Director but which should not exceed \$1,500 without the prior approval of the Board of Commissioners.

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

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

Secretary

Certified to be 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>	NAY	<u>ABSTAIN</u>	ABSENT			
Diane Coleman	/						
Evelyn Farmer	/						
Erma D. Greene							
Rolando R. Lavarro, Jr.	/						
Timothy N. Mansour	V						
John D. Petkanas	V						
Russell J. Verducci							



LERCH, VINCI & HIGGINS, LLP

CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS

DIETER P. LERCH, CPA, RMA, PSA GARY J. VINCI, CPA, RMA, PSA GARY W. HIGGINS, CPA, RMA, PSA JEFFREY C. BLISS, CPA, RMA, PSA PAUL J. LERCH, CPA, RMA, PSA DONNA L. JAPHET, CPA, PSA JULIUS B. CONSONI, CPA, PSA

ELIZABETHA: SHICK; CPA; RMA, PSA ANDRÉW PARENTE; CPA; RMA, PSA ROBERTW HAAG, CPA, PSA DEBORAH K. LERCH; CPA, PSA RALPH M. PICONB; CPA, RMA, PSA Débra Golle, CPA CINDY JANACEK, CPA, RMA MARK SACO, CPA SHERYLM, NICOLOSI, CPA KATHLEEN WANG, CPA ROBERT AMPONSAH, CPA

December 9, 2015

Honorable Chairman and Members Of the Board of Commissioners Jersey City Redevelopment Agency 30 Montgomery Street, Suite 910 Jersey City, NJ 07302

Dear Governing Body:

We are pleased to confirm our understanding of the services we are to provide to the Jersey City Redevelopment Agency for the year ending December 31, 2016. We will audit the financial statements including the related notes to the financial statements, which collectively comprise the basic financial statements of the Jersey City Redevelopment Agency as of and for the fiscal year ending December 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Jersey City Redevelopment Agency's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Jersey City Redevelopment Agency's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- GASB-required Supplementary Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the Jersey City Redevelopment Agency's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Schedules of expenditures of federal awards and state financial assistance
- Other Financial Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles ("GAAP") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objectives also includes reporting on:

- Internal control related to the financial statements and compliance with provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. The U.S. Uniform Guidance and New Jersey Circular 15-08 report on internal control over compliance will include a paragraph that states the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of U.S. Uniform Guidance and New Jersey Circular 15-08. Both reports will state that the report is not suitable for any other purpose.

Audit Objectives (continued)

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996, the provisions of U.S. Uniform Guidance and New Jersey Circular 15-08, and will include tests of accounting records, a determination of major program(s) in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08, procedures required by the State of New Jersey, Division of Local Government Services, Department of Community Affairs, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and Government Auditing Standards. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Audit Procedures—General (continued)

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedules of expenditures of federal awards and state financial assistance, federal and state award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by general accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Government Auditing Standards.

As required by U.S. Uniform Guidance and New Jersey Circular 15-08, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, U.S. Uniform Guidance, and New Jersey Circular 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Jersey City Redevelopment Agency's compliance with provisions of applicable laws and regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to Government Auditing Standards.

U.S. Uniform Guidance and New Jersey Circular 15-08 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the U.S. OMB Compliance Supplement and New Jersey State Aid/Grant Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Jersey City Redevelopment Agency's major programs. The purpose of those procedures will be to express an opinion on the Jersey City Redevelopment Agency's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to U.S. Uniform Guidance and New Jersey Circular 15-08.

Other Services

We will also assist in preparing the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes of the Jersey City Redevelopment Agency in conformity with U.S. generally accepted accounting principles and U.S. Uniform Guidance and New Jersey Circular 15-08 based on information provided by you. These nonaudit services do not constitute an audit under Government Auditing Standards and such services will not be conducted in accordance with Government Auditing Standards.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management Responsibilities (continued)

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by U.S. Uniform Guidance and New Jersey Circular 15-08, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be available for our review at the commencement of the audit field work.

You are responsible for identifying all federal awards and state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedules of expenditures of federal awards (including notes and noncash assistance received) and state financial assistance in conformity with U.S. Uniform Guidance and New Jersey Circular 15-08. You agree to include our report on the schedules of expenditures of federal awards and state financial assistance in any document that contains and indicates that we have reported on the schedules of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal awards and state financial assistance that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the schedules of expenditures of federal awards and state financial assistance in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (2) that you believe the schedules of expenditures of federal awards and state financial assistance, including its form and content, is fairly presented in accordance with U.S. Uniform Guidance and New Jersey Circular 15-08; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal awards and state financial assistance.

Management Responsibilities (continued)

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles ("GAAP"). You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including their form and content, are fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and the timing and format providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website and on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedules of expenditures of federal awards and state financial assistance, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes that you have reviewed and approved the financial statements, schedules of expenditures of federal awards and state financial assistance, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

MSRB Municipal Advisor Rule

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal entity with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Lerch, Vinci & Higgins LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Lerch, Vinci & Higgins LLP cannot provide the District with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Agency may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Agency and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Agency needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Agency's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

- 1. Obtain a written representation from the Agency that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Agency may be a declaration posted on the Agency's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;
- 2. Provide written disclosure to the Agency and its independent registered municipal advisor that, by obtaining such representation from the Agency, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
- 3. Provide the written disclosure described above at a time and in a manner reasonably designed to allow the District to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Agency has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Agency has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Engagement Administration, Fees, and Other

We understand that your employees will assist our personnel in locating any documents selected by us for testing.

At the conclusion of the engagement, if required, we will complete the appropriate sections of the Data Collection Form that summarize our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedules of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Lerch, Vinci & Higgins LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the New Jersey State Department of Community Affairs or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lerch, Vinci & Higgins LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the New Jersey State Department of Community Affairs. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for the above described services rendered on behalf of the Jersey City Redevelopment Agency is based on our experience in prior years' audits of the Agency. The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for this fee will be rendered each month as work progresses and are payable upon presentation. Our fee for the year ending December 31, 2016 will be \$37,500.

Additionally, the Agency will be billed for any out-of-pocket costs charged by the financial institutions relating to the direct confirmation of the Agency's bank balances in accordance with generally accepted auditing standards.

Engagement Administration, Fees, and Other (continued)

The following additional services will be rendered that will not be subjected to the audit procedures applied in the audit of the financial statements:

	<u>Fee</u>
Preparation of the 2017 Budget	\$3,000
 Preparation of Interim Financial Statements as of June 30, 2016 	\$8,000

Should any additional matters come to our attention which will require us to enlarge the scope of the engagement, we will discuss the matter as well as the cost estimate with the Governing Body prior to commencement of the work. Should the Agency request accounting support services to be rendered outside the scope of audit services reflected herein, such services would be billed at our standard hourly rates or an agreed-upon fixed fee. The Agency will be notified of such agreed-upon fixed fee engagements prior to the commencement of the work.

Our standard billing rates for 2016 are as follows:

Partners	\$140- \$170 per hour
Managers	\$100 -\$125 per hour
Senior Accountants/Supervisors	\$ 80 - \$100 per hour
Staff Accountants	\$ 70 - \$ 80 per hour
Other Personnel	\$ 45 per hour

Government Auditing Standards requires that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our September 30, 2012 peer review report accompanies this letter.

The parties to this Agreement agree to incorporate into this Agreement the mandatory language of N.J.S.A. 10:5-31 et seq. (N.J.A.C. 17:27), a copy of which is attached hereto as Exhibit "A".

Lerch, Vinci & Higgins LLP will not act as dissemination agent for the Agency in connection with the Agency's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Agency's audited financial statements to the Agency or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of operating data, customarily consisting of the operating and financial information contained in Appendix A to an Official Statement, and distribution of the operating data to the Agency or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Agency, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Lerch, Vinci & Higgins LLP shall not have any responsibility nor liability for the failure of the Agency, or its designated dissemination agent, to comply with the Agency's secondary market disclosure undertakings.

We appreciate the opportunity to be of service to the Jersey City Redevelopment Agency and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Title:

Date:

described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

LERCH, VINCI & HIGGINS, LLP
Certified Public Accountants
Registered Municipal Accountants
This letter correctly sets forth the understanding of the Jersey City Redevelopment Agency.

By:

LERCH, VINCI & HIGGINS, LLP

AFFIRMATIVE ACTION REQUIREMENTS

MANDATORY AFFIRMATIVE ACTION LANGUAGE NJSA 10:5-31 et seq., NJAC 17:27

GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

APPENDIX A

During the performance of the contract, the contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscriminational clause;

The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitment under this act and shall post copies of the notice in the conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to NJSA 10:5-31 et seq., as amended and supplemented from time to time, and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 or a binding determination of the applicable county or employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that is will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

In conforming with the applicable employment goals, the Contractor or subcontractor agrees to review all procedures relating to the transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation sex, consistent with the statutes and court decisions of the State of New Jersey and applicable federal law and applicable federal court decisions.

The Contract shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report Employee Information Report Form AA302

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

1535 HAYEN AVENUE • PO BOX 538 OCEAN CITY, NJ • 08226-0538 PHOME 609.399.6333 • FAX 609.399.3710



1409 CANTILLON BLYD, • PO BOX 548 MAYS LANDING, NJ 08330 PHONE 609.625.0999 • FAX 609.625.2421

System Review Report

March 5, 2013

To the Owners of Lerch, Vinci & Higgins
And the Peer Review Committee of the New Jersey Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins (the firm) in effect for the year ended September 30, 2012. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under Government Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Lerch, Vinci & Higgins in effect for the year ended September 30, 2012, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Lerch, Vinci & Higgins has received a peer review rating of pass.

Ford Scott & Associates, LLC

Certified Public Accountants

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING LAW FIRMS FOR VARIOUS LEGAL SERVICES IN ALL PROJECT AREAS

WHEREAS, in compliance with N.J.S.A. 40A:20.4 (Pay to Play Law), the Jersey City Redevelopment Agency issued an RFQ (Request for Qualifications) for Redevelopment Special Counsel services on September 12, 2015; and

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

Eric M. Bernstein & Association, LLC McNally & Kaczynski Archer & Greiner Gluck Walrath, LLP

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

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

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

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

Secretary

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

RECORD OF COMMISSIONERS VOTE								
NAME AYE NAY ABSTAIN ABSENT								
Diane Coleman	/							
Evelyn Farmer	/							
Erma D. Greene								
Rolando R. Lavarro, Jr.	V							
Timothy N. Mansour								
John D. Petkanas	V,							
Russeil J. Verducei								

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF DECEMBER 15, 2015

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of December 15, 2015.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of December 15, 2015 be approved as presented.

Secretary

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

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	ABSTAINED	ABSENT			
Diane Coleman	/						
Evelyn Farmer	/						
Erma D. Greene				1			
Rolando R. Lavarro, Jr.	/	i					
Timothy N. Mansour	/						
John D. Petkanas							
Russell Verducci	/						

Run date: 11/24/2015 @ 09:20 Bus date: 11/24/2015

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Invoice Distribution Report

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Setup by: Janet

-----| Selection Page |-----

Reference.....: B - Vendor number

Reference value: *All* Vendor..... *A]]*

Stage...... 30 - Invoice to 30 - Invoice

Change date...: *All* Stage date....: *All*

Print zero....: Do not print zero amounts

Account Mask...: AXX XXX.XX

Run date: 11/24/2015 @ 09:20 Bus date: 11/24/2015

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Invoice Distribution Report

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Page 1

Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 670.08 - Miscellaneous Operating Exp. 86 JERSEY CITY TAX COLLECTOR 19952 4TH QUARTER TAXES WASHINGTON S 86 JERSEY CITY TAX COLLECTOR 1 170.55 86 JERSEY CITY TAX COLLECTOR *** Vendor total *** 170.55 AlO 670.08 - Miscellaneous Operating Exp. *** Account total *** 170.55 * Report total * *** Total *** 170.55

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Invoice Distribution Report

OTDIST.LO1 Page 1

Setup by: Jamet

-----| Selection Page |-----Reference.....: B - Vendor number

Reference value: *All*

Vendor....: *All* Stage....: 30 - Invoice to 30 - Invoice

Change date....: *All*
Stage date....: *All*

Print zero....: Do not print zero amounts

Account Mask ...: AXX XXX.XX

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Invoice Distribution Report

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*** Vendor total ***

242.60

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 215.11 - Deferred Compensation 615 METLIFE 19959 DEFERRED SALARY PER ATTACHED 615 METLIFE 1 Inv 710.00 19962 DEFERRED SALARY PER ATTACHED 615 METLIFE 1 710.00 615 METLIFE *** Vendor total *** 1,420.00 A10 215.11 - Deferred Compensation *** Account total *** 1,420.00 A10 520.03 - Optical 603 JANET HANNA 19978 EYE GLASSES & EXAMINATION 603 JANET HANNA 1 Inv 110.00 603 JANET HANNA *** Vendor total *** 110.00 A10 520.03 - Optical *** Account total *** 110.00 A10 520.04 - Dental 106 MARYPAT NOONAN 19987 REIMBURSEMENT FOR DENTAL EXP. 106 MARYPAT NOONAN 1 3,429.00 20000 REIMBURS. FOR DENTAL EXPENSES 106 MARYPAT NOONAN 1 1.000.00 106 MARYPAT NOONAN *** Vendor total *** 4,429.00 119 MARY ANN KOPCHA 19992 REIMBURS. FOR DENTAL EXPENSES 119 MARY ANN KOPCHA 1 151.00 119 MARY ANN KOPCHA *** Vendor total *** 151.00 351 CHRISTOPHER FIORE 19999 DENTAL REIMBURSEMENT 351 CHRISTOPHER FIORE 1 1.344.00 351 CHRISTOPHER FIORE *** Vendor total *** 1.344.00 568 BENJAMIN DELISLE 19994 DENTAL REIMBURSE- FOR DEPENDEN 568 BENJAMIN DELISLE 1 600.00 Inv 568 BENJAMIN DELISLE *** Vendor total *** 600.00 1020 DIANA JEFFREY 19996 DENTAL REIMBURSEMENT 1020 DIANA JEFFREY 1 150.00 1020 DIANA JEFFREY *** Vendor total *** 150.00 A10 520.04 - Dental *** Account total *** 6.674.00 A10 610.01 - Project - Legal 145 MCMANIMON AND SCOTLAND BAUMANN 19967 LEGAL SERVICES- GENERAL SERVI 145 MCMANIMON AND SCOTLAND BAUMANN 1 242.60

145 MCMANIMON AND SCOTLAND BAUMANN

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2,868.25

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 610.01 - Project - Legal *** Continued *** 932 NOWELL AMOROSO KLEIN BIERMAN, 19965 LEGAL SERVICES-LOEW'S THEATRE 932 NOWELL AMOROSO KLEIN BIERMAN, Inv 255.00 19966 LEGAL SERVICE - ACQUISITION 66 932 NOWELL AMOROSO KLEIN BIERMAN. Inv 14.47 19973 LEGAL SERVICES - PPG V. JCRA 932 NOWELL AMOROSO KLEIN BIERMAN. 1 1,119.67 932 NOWELL AMOROSO KLEIN BIERMAN. *** Vendor total *** 1,389.14 1017 FLORIO KENNY RAVAL, LLC 19995 LEGAL SERVICES VARIOUS PROPERT 1017 FLORIO KENNY RAVAL, LLC 1 4.025.00 Inv 1017 FLORIO KENNY RAVAL, LLC *** Vendor total *** 4.025.00 1025 MCNALLY & KACZYNSKI, LLC 20024 LEGAL SERVICES - 87 NEWKIRK ST 1025 MCNAŁŁY & KACZYNSKI, LLC 1 Ĭην 1,085.00 1025 MCNALLY & KACZYNSKI, LLC *** Vendor total *** 1,085.00 A10 610.01 - Project - Legal *** Account total *** 6,741.74 A10 610.03 - Project - Financial/Accounting 56 LERCH, VINCI & HIGGINS, LLP 19998 PREPARATION- 6 MONTH FINA. STA 56 LERCH, VINCI & HIGGINS, LLP 1 8,000.00 56 LERCH, VINCI & HIGGINS, LLP *** Vendor total *** 8,000.00 A10 610.03 - Project - Financial/Accounting *** Account total *** 8,000.00 A10 610.06 - Project - Architects 778 HELENA RUMAN ARCHITECTS 19963 PROFESSIONAL SVCS. - PORT AUTH 778 HELENA RUMAN ARCHITECTS 1 2,800.00 Ĭnv 778 HELENA RUMAN ARCHITECTS *** Vendor total *** 2,800.00 AlO 610.06 - Project - Architects *** Account total *** 2,800.00 AlO 610.07 - Project - Engineering 636 BROWNFIELD REDEVELOPMENT SOLUT 20013 ENGINEERING MANAGMT. -12 ASH S 636 BROWNFIELD REDEVELOPMENT SOLUT 1 9.331.50 636 BROWNFIELD REDEVELOPMENT SOLUT *** Vendor total *** 9,331.50 681 T&M ASSOCIATES 19972 PROFESSIONAL SERVICES-824 GARF 681 T&M ASSOCIATES 1 10,785.95 Inv 681 T&M ASSOCIATES *** Vendor total *** 10.785.95 861 AMEC E & FOSTER, INC. 20014 CONSULTING SERVICES-BAYFRONT 861 AMEC E & FOSTER. INC.

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount. AlO 610.07 - Project - Engineering *** Continued *** 20015 JCRA HAZMAT SURVEYING-BAYFRONT 861 AMEC E & FOSTER, INC. 1 1,549,44 861 AMEC E & FOSTER, INC. *** Vendor total *** 4,417.69 A10 610.07 - Project - Engineering *** Account total *** 24,535.14 AlO 610.08 - Project - Other Expense 161 PUBLIC SERVICE ELECTRIC & GAS 19954 ELECTRIC & GAS SVCS. - 405 OCE 161 PUBLIC SERVICE ELECTRIC & GAS 1 Inv 1.14 19955 ELECTRIC SVCS. - 405 OCEAN AVE 161 PUBLIC SERVICE ELECTRIC & GAS Inv 3.89 19956 ELECTRIC&GAS SVCS. - 407 OCEAN 161 PUBLIC SERVICE ELECTRIC & GAS 1 80.48 19957 ELECTRIC SVCS. - 407 OCEAN 161 PUBLIC SERVICE ELECTRIC & GAS 1 Inv 10.76 19958 ELECTRIC SERVICES - 407 OCEAN 161 PUBLIC SERVICE ELECTRIC & GAS Inv 26.57 161 PUBLIC SERVICE ELECTRIC & GAS *** Vendor total *** 122.84 669 NEW JERSEY ECONOMIC DEVELOPMEN 20006 HAZARDOUS DISCHARGE SIT REMEDI 669 NEW JERSEY ECONOMIC DEVELOPMEN 500.00 Inv 669 NEW JERSEY ECONOMIC DEVELOPMEN *** Vendor total *** 500.00 1022 EPA HAZARDOUS SUBSTANCEANCES S 20005 REIM. OF 50% -RELEASE-CERCLA L 1022 EPA HAZARDOUS SUBSTANCEANCES S 1 Inv 339,994.33 1022 EPA HAZARDOUS SUBSTANCEANCES S *** Vendor total *** 339,994.33 A10 610.08 - Project - Other Expense *** Account total *** 340,617.17 A10 610.11 - Project - Exterior Maintenance 936 BARNES CONTRACTOR CONSTRUCTION 20007 LOT CLEAN-UP - 429 PACIFIC AVE 936 BARNES CONTRACTOR CONSTRUCTION Inv 3,500.00 20008 LOT CLEAN-UP 97-99 DWIGHT STRE 936 BARNES CONTRACTOR CONSTRUCTION 1 1,000.00 20009 LOT CLEAN-UP - 44 ORIENT AVENU 936 BARNES CONTRACTOR CONSTRUCTION 1 Inv 2,700.00 936 BARNES CONTRACTOR CONSTRUCTION *** Vendor total *** 7,200.00 A10 610.11 - Project - Exterior Maintenance *** Account total *** 7,200.00 A10 620.06 - GD - Other Expense 333 MATHUSEK INCORPORATED 19953 REFINISHING OF GYM FLOOR-BETZ-333 MATHUSEK INCORPORATED 3.950.00 Inv 333 MATHUSEK INCORPORATED *** Vendor total *** 3,950.00 A10 620.06 - GD - Other Expense *** Account total *** 3.950.00

Bus date: 12/15/2015

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Invoice Distribution Report

Vendor/ Name/

OTDIST.LO1 Page 4

Vendor number	Obligat'n Description	Vendor/ Line Nbr	Description	Stage	Amount
917	66 YORK STREET, LLC 19960 RENT FOR THE MONTH OF JANUARY, 66 YORK STREET, LLC	917 1	66 YORK STREET, LLC *** Vendor total ***	Inv	10,367.23 10,367.23
A10 650.01 - Office Rent			*** Account total ***		10,367.23
	ADMIRAL INSURANCE COMPANY 20017 DAVID PORTER V. JCRA-C16157500 20023 PAULETTE YOUNG- P.# CA00001118 ADMIRAL INSURANCE COMPANY	1	ADMIRAL INSURANCE COMPANY	Inv Inv	1,484.70 2,844.86 4,329.56
AlO 660.01 - Liability Insura	nce		*** Account total ***		4,329.56
	THE HARTFORD 19989 WORKMEN'S COMPENSATION THE HARTFORD	735 1	THE HARTFORD *** Vendor total *** *** Account total ***		4,261.00 4,261.00 4,261.00
863 A10 670.02 - Dues and Subscri	HEATHER KUMER 19991 REIMBUR. FOR CONTINUING LEGAL HEATHER KUMER	863 1	B HEATHER KUMER *** Vendor total *** *** Account total ***		535.00 535.00 535.00
	STAPLES, INC 20016 OFFICE SUPPLIES FOR NOVEMBER,1 STAPLES, INC	69 1	STAPLES, INC *** Vendor total *** *** Account total ***		1,550.63 1,550.63 1,550.63
72	THE EVENING JOURNAL ASSOCIATIO 20002 ARTICAL FOR MONTH OF NOVEMBER. THE EVENING JOURNAL ASSOCIATIO THE HUDSON REPORTER ASSOC., LP	1	*** Vendor total ***	Inv	173.55 173.55
443	19985 ADVERTISEMENT FOR BOARD MEETIN THE HUDSON REPORTER ASSOC., LP	443	3 THE HUDSON REPORTER ASSOC., LP l *** Vendor total ***	Inv	86.40 86.40

Bus date: 12/15/2015

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160 VERIZON WIRELESS

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294.80

294.80

Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A10 670.04 - Printing and Advertising *** Account total *** 259.95 A10 670.05 - Postage 111 PITNEY BOWES CREDIT CORPORATIO 19988 SUPPLIES(INK FOR STAMP MACHIN 111 PITNEY BOWES CREDIT CORPORATIO 1 122.37 Inv 111 PITNEY BOWES CREDIT CORPORATIO *** Vendor total *** 122,37 A10 670.05 - Postage *** Account total *** 122.37 AlO 670.06 - Rental of Equipment 644 TOSHIBA FINANCIAL SERVICES 19997 MONTHLY INVOICE - NEW COLOR CO 644 TOSHIBA FINANCIAL SERVICES Inv 1.142.25 644 TOSHIBA FINANCIAL SERVICES *** Vendor total *** 1,142,25 884 TWIN ROCKS SPRING WATER 20020 MONTHALY WATER CHARGE 884 TWIN ROCKS SPRING WATER Inv 109.30 884 TWIN ROCKS SPRING WATER *** Vendor total *** 109.30 905 TOSHIBA BUSINESS SOLUTIONS 19990 SUPPLIES FOR COPIER ON 3RD FLO 905 TOSHIBA BUSINESS SOLUTIONS 1 610.00 905 TOSHIBA BUSINESS SOLUTIONS *** Vendor total *** 610.00 A10 670.06 - Rental of Equipment *** Account total *** 1,861.55 A10 670.07 - Travel 770 ELIZABETH VASQUEZ 20019 TRAVEL EXPENSES FOR NOVEMBER,1 770 ELIZABETH VASQUEZ 1 135.82 770 ELIZABETH VASOUEZ *** Vendor total *** 135.82 975 DAVID P. DONNELLY 20018 TRAVEL EXPENSES FOR NOVEMBER,1 975 DAVID P. DONNELLY 759.01 Inv 975 DAVID P. DONNELLY *** Vendor total *** 759.01 A10 670.07 - Travel *** Account total *** 894.83 A10 670.08 - Miscellaneous Operating Exp. 91 HUDSON COUNTY REGISTER 19976 RECORDING SERVICESVARIOUS PROP 91 HUDSON COUNTY REGISTER 44.00 1 inv 91 HUDSON COUNTY REGISTER *** Vendor total *** 44.00 160 VERIZON WIRELESS 19984 MONTHLY CHARGE 160 VERIZON WIRELESS

1

*** Vendor total ***

Bus date: 12/15/2015

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944 BROWNFIELD SCIENCE & TECHNOLOG

19977 ENVIRON. SERVICES - OCEAN & DW

944 BROWNFIELD SCIENCE & TECHNOLOG

Invoice Distribution Report

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Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount AlO 670.08 - Miscellaneous Operating Exp. *** Continued *** 495 CENTRAL PARKING SYSTEM 19979 PARKING(12) SPACES @ \$75.00 EA 495 CENTRAL PARKING SYSTEM 1 Inv 900.00 495 CENTRAL PARKING SYSTEM *** Vendor total *** 900.00 833 NELCO 20001 1099 3UP LASER PAPER & ENVELOP 833 NELCO 1 Inv 82,46 833 NELCO *** Vendor total *** 82.46 917 66 YORK STREET, LLC 19981 MONTHLY CHARGE, JANUARY, 2016 917 66 YORK STREET, LLC 172.14 917 66 YORK STREET, LLC 19982 ELECTRIC UTILITY PYMT. JANUAR 1 Inv 718.52 917 66 YORK STREET, LLC *** Vendor total *** 890.66 920 MOISHE'S SELF STORAGE 19980 STORAGE RENT FOR DECEMBER, 15 920 MOISHE'S SELF STORAGE 700.00 1 Inv 920 MOISHE'S SELF STORAGE *** Vendor total *** 700.00 933 CRYSTAL POINT CONDOMINIUM ASSO 19983 MONTHLY MAINTENANCE FEE - JAN. 933 CRYSTAL POINT CONDOMINIUM ASSO 1 130.97 933 CRYSTAL POINT CONDOMINIUM ASSO *** Vendor total *** 130.97 975 DAVID P. DONNELLY 19961 SUPPLIES FOR 665 OCEAN AVENUE 975 DAVID P. DONNELLY 1 Inv 488.18 975 DAVID P. DONNELLY *** Vendor total *** 488.18 984 NEW JERSEY ADVANCE MEDIA 19986 REQUEST FOR PROPOSALS-520 OCEA 984 NEW JERSEY ADVANCE MEDIA 54.25 984 NEW JERSEY ADVANCE MEDIA *** Vendor total *** 54.25 992 NJ CIVIL SERVICES COMMISSION 20012 FEES ASSESSED IN 2012 -COORDIN 992 NJ CIVIL SERVICES COMMISSION 3,048.00 Inv 992 NJ CIVIL SERVICES COMMISSION *** Vendor total *** 3,048.00 A10 670.08 - Miscellaneous Operating Exp. *** Account total *** 6,633.32 A20 610.02 - Grant - Environmental 53 DRESDNER ROBIN ENVIRON MGMT 19975 ENVIRONMENTAL SERVICES-SUMMIT 53 DRESDNER ROBIN ENVIRON MGMT 4,475.00 1 *** Vendor total *** 53 DRESDNER ROBIN ENVIRON MGMT 4.475.00

Bus date: 12/15/2015

JCRA

1019 CUMMING CONSTRUCTION MANAGEMEN

Invoice Distribution Report

Vendor/ Name/

OTDIST.L01

*** Vendor total ***

11,439.00

Page

Vendor number Obligat'n Description Line Nbr Description Stage Amount A20 610.02 - Grant - Environmental *** Continued *** 1 Inv 3,633.32 2 Inv 611.50 3 Inv 1,010.73 Inv 1.010.72 5 Inv 1.010.72 6 2,726.00 Inv 7 Inv 399.23 944 BROWNFIELD SCIENCE & TECHNOLOG *** Vendor total *** 10,402.22 1013 ADAMS, RENMANN & HEGGAN ASSOCI 19974 ENVIRON. SVCS. - MORRIS CANAL 1013 ADAMS, RENMANN & HEGGAN ASSOCI 525.00 1013 ADAMS, RENMANN & HEGGAN ASSOCI *** Vendor total *** 525,00 A20 610.02 - Grant - Environmental *** Account total *** 15,402.22 A20 610.06 - Grant - Architects 778 HELENA RUMAN ARCHITECTS 19964 ARCHITECTURAL SVCS. - OCEAN BA 778 HELENA RUMAN ARCHITECTS 1 Inv 525,00 778 HELENA RUMAN ARCHITECTS *** Vendor total *** 525.00 979 SZ CONSTRUCTION, LLC 20010 PHASE II REHABILITATION-292 ML 979 SZ CONSTRUCTION, LLC 1 35,278,20 979 SZ CONSTRUCTION, LLC *** Vendor total *** 35,278.20 A20 610.06 - Grant - Architects *** Account total *** 35.803.20 A20 610.07 - Grant - Engineering 778 HELENA RUMAN ARCHITECTS 19969 ARCHITCURAL SVCS. - BERRY LANE 778 HELENA RUMAN ARCHITECTS 1 3.062.50 778 HELENA RUMAN ARCHITECTS *** Vendor total *** 3,062.50 A20 610.07 - Grant - Engineering *** Account total *** 3,062.50 A20 610.08 - Grant - Other Expenses 606 FUSION CREATIVE 19993 JCRA - BANNER -665 OCEAN 606 FUSION CREATIVE 1 3,552.50 606 FUSION CREATIVE *** Vendor total *** 3,552.50 957 LAWNS BY YORKSHIRE, INC. 19971 MONTHLY LAWN MAINTENANCE-BERRY 957 LAWNS BY YORKSHIRE, INC. 1 555.14 957 LAWNS BY YORKSHIRE, INC. *** Vendor total *** 555.14 1019 CUMMING CONSTRUCTION MANAGEMEN 20011 CONSTRUCTION MANAG, - 665 OCEA 1019 CUMMING CONSTRUCTION MANAGEMEN 1 11.439.00 Inv

A20 630.01 - Grant - Demolition

* Report total *

Bus date: 12/15/2015

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Invoice Distribution Report

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*** Account total ***

*** Total ***

19,803.35

1,295,943.78

Vendor/ Name/ Vendor number Obligat'n Description Line Nbr Description Stage Amount A20 610.08 - Grant - Other Expenses *** Continued *** 1021 JOHN TO GO - INC. 20003 MONTHLY RENTAL FOR ON SITE TOI 1021 JOHN TO GO - INC. 1 100.00 1021 JOHN TO GO - INC. *** Vendor total *** 100.00 1023 MICHAEL PETOSA 20021 CARPENTRY WORK-665 OCEAN AVE 1023 MICHAEL PETOSA 1 780.00 1023 MICHAEL PETOSA *** Vendor total *** 780.00 1024 PETER CRINCOLI 20022 CARPENTRY WORK AT 665 OCEAN AV 1024 PETER CRINCOLI 1,621.20 1024 PETER CRINCOLI *** Vendor total *** 1,621.20 1026 RAFAEL VENTURA 20025 CARPENTRY WORK AT 665 OCEAN 1026 RAFAEL VENTURA 613.20 1026 RAFAEL VENTURA *** Vendor total *** 613.20 A20 610.08 - Grant - Other Expenses *** Account total *** 18,661.04 A20 610.15 - Construction 965 MAST CONSTRUCTION SERVICES, IN 19970 BERRY LANE PARK-MANAGEMENT SVC 965 MAST CONSTRUCTION SERVICES, IN 1 20,225.00 965 MAST CONSTRUCTION SERVICES. IN *** Vendor total *** 20,225.00 994 FLANAGAN CONTRACTING GROUP, IN 20004 BERRY LANE PARK PHASE IV SITE 994 FLANAGAN CONTRACTING GROUP, IN 1 533,533.62 2 Inv 73,623.78 3 Inv 142,965.58 994 FLANAGAN CONTRACTING GROUP, IN *** Vendor total *** 750,122.98 A20 610.15 - Construction *** Account total *** 770,347.98 A20 630.01 - Grant - Demolition 1015 COBRA ENTERPRISES LLC 19968 DEMOLITION OF 445-447&449 OCEA 1015 COBRA ENTERPRISES LLC 19,803.35 1015 COBRA ENTERPRISES LLC *** Vendor total *** 19,803.35

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF DECEMBER 15, 2015

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of December 15, 2015

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of December 15, 2015 be approved as presented.

Secretary

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

RECORD OF COMMISSIONERS VOTE							
<u>NAME</u>	AYE	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT			
Diane Coleman	V						
Evelyn Farmer	/						
Erma D. Greene				/			
Rolando R. Lavarro, Jr.	V						
Timothy N. Mansour	/						
John D. Petkanas	1,						
Russell Verducci							

Resolution Number: 15-12 30

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT WITH BARNABAS HEALTH, INC. TO EXTEND THE CLOSING DATE FOR PROPERTY LOCATED IN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, at its December 16, 2014 Board of Commissioners meeting, the Agency authorized the execution of a Redevelopment Agreement with Barnabas Health, Inc. for City owned property located at Block 15801, Lots 3 and 4; and

WHEREAS, Section 1.04 of the Redevelopment Agreement stipulates that the closing of title to the City Parcel shall take place according to the date set forth in Schedule C of the Agreement, which date is December, 2015; and

WHEREAS, an extension of the closing date to February 20 2016 is required in order for the parties to negotiate further amendments to the terms of the Agreement including an updated payment schedule; and

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

- 1) The recitations above are incorporated herein as if set for in length.
- 2) Section 1.04 of the Agreement is hereby amended to extend the closing date on the City Parcel to February 20, 2016.
- 3) Schedule C is amended to reflect the new closing date of February 20, 2016.

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>	AYE	NAY	ABSTAIN	ABSENT			
Diane Coleman	V						
Evelyn Farmer	1						
Erma D. Greene		Ì					
Rolando R. Lavarro, Jr.	/						
Timothy N. Mansour							
John D. Petkanas							
Russell Verducci	-						

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS WITH RESPECT TO PRE-DEVELOPMENT ACTIVITIES IN THE WEST CAMPUS REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the "City") has designated that certain area known as the West Campus Redevelopment Area as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.*; and

WHEREAS, the City has adopted the West Campus Redevelopment Plan in order to effectuate the redevelopment of the West Campus Redevelopment Area; and

WHEREAS, the Agency wishes to undertake certain pre-development activities with respect to the West Campus Redevelopment Area, including the exploration of forms of financial assistance and capital financing (the "Pre-Development Activities"); and

WHEREAS, the Agency wishes to enter into one or more escrow agreements with affiliates of the Claremont Companies and KKF in order to defray the cost of such Pre-Development Activities,

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

- **Section 1.** The above recitations are hereby incorporated herein as if set forth at length.
- **Section 2.** The execution of one or more escrow agreements in substantially the form attached hereto as Exhibit A, subject to additions, deletions, modifications or revisions deemed necessary or desirable by the Agency in consultation with counsel, is hereby approved.

Section 3. The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to execute and deliver one or more escrow agreements described herein, and to undertake all actions necessary to effectuate this Resolution.

Section 4. This Resolution shall take effect immediately.

Secretary

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

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

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.

ESCROW AGREEMENT

	This Escrow Agreement ("Agreement") is made as of the	day of December, 2015
by	and among the Jersey Agency Redevelopment Agency (the "Agen	cy"), with an address of
66	York Street, Floor 2, Jersey Agency, NJ 07302, [HC West Campus]	I, LLC], with an address
of	and [KKF University Enterprises LLC], with an	address of
(to	ogether with [HC West Campus I, LLC,] collectively the "Entities").	

WITNESSETH:

WHEREAS, the Entities and the Agency intend to pursue pre-development activities including the exploration of forms of financial assistance and capital financing and the negotiation of related agreements, if necessary (the "Pre-Development Activities"), with respect to the West Campus Redevelopment Area that has been designated by the City of Jersey City (the "City") as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"), and pursuant to the West Campus Redevelopment Plan; and

WHEREAS, as an inducement to the Agency to engage in Pre-Development Activities, and as a precondition thereto, the Entities have agreed to deposit with the Agency the initial amount of THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS (the "Initial Escrow Deposit"), to be deposited in an escrow account and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Agency arising out of or in connection with the Pre-Development Activities; and

WHEREAS, the Developer recognizes that the Agency will incur costs and expenses in connection with the Pre-Development Activities and other Reimbursable Activities, as defined below, and is willing to defray those costs and expenses, with no assurance of a particular result from the Agency,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the parties hereto agree as follows:

- 1. Escrow Deposit. The Initial Escrow Deposit is separate from and in addition to all other application fees and escrow deposits that may be required by the Agency. Additions to the Escrow Deposit may subsequently become necessary to cover all reimbursable expenses incurred by the Agency pursuant to the terms of this Agreement.
- 2. Scope of Reimbursable Services. The Agency shall be entitled to be reimbursed for all professional charges incurred in connection with the Pre-Development Activities, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Entities, its professionals, Agency staff or retained professional(s) (collectively, the "Reimbursable Activities"). Charges incurred with respect to professionals retained by the Agency shall be in accordance with the then effective fee agreement with the Agency. The professionals retained and the hourly rates and costs provided by fee agreements as of the date hereof are set forth in EXHIBIT A for ease of reference.

Reimbursement may include charges incurred in connection with Reimbursable Activities prior to the date of this Agreement, and is not contingent upon the outcome of the negotiations.

- 3. Deposit and Administration of Escrow Funds. The Escrow Deposit and all additions thereto shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in a segregated, non-interest bearing account referenced to this Agreement.
- 4. Payments from the Escrow Funds. (a) The Agency shall use such funds to pay Reimbursable Activities.
 - (b) The Entities shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.
 - (c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Agency on a monthly basis in accordance with the schedule and procedures established by the Agency. Each professional shall simultaneously send an informational copy of each voucher or statement submitted to the Agency to the Entities; provided, that each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.
- 5. Accounting and Additional Deposits. Upon the termination of Pre-Development Activities, or as reasonably requested by the Entities, the Agency shall prepare and send to the Entities a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than SEVEN THOUSAND, FIVE HUNDRED and 00/100 (\$7,500.00) DOLLARS, the Agency shall provide the Entities with a notice of the insufficient escrow deposit balance. The Entities shall deposit to the escrow account additional funds such that the total amount on deposit shall be not less than THIRTY THOUSAND and 00/100 (\$30,000.00) DOLLARS, such deposit to be made within five (5) business days of the Agency's notice, failing which the Agency may unilaterally cease work without liability to the Entities. All obligations of the Entities to make payments pursuant to this Escrow Agreement shall be joint and several obligations of the Entities.
- 6. Close Out Procedures. Upon termination of Pre-Development Activities, the Entities shall send written notice by certified mail to the Agency, to the attention of the Agency General Counsel, requesting that the remaining balance of the Escrow Deposit be refunded, or otherwise applied as agreed. After receipt of such notice, the professional(s) shall render a final bill to the Agency within 30 days, and shall send an informational copy simultaneously to the Entities. Within 30 days of receipt of the final bill the Agency shall pay all

outstanding bills in accordance with this Agreement and render a written final accounting to the Entities detailing the uses to which the escrow funds were put. The Entities will not be responsible for any additional charges once the final accounting has been rendered by the Agency in accordance with this section.

- 7. Disputed Charges. (a) The Entities may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Agency. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 30 days from the Entities' receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Entities with an informational copy of the voucher, then the Entities shall send notice within 30 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Entities' acceptance of the charge and a waiver by the Entities of all objections to the charge and to payment thereof out of the escrow account.
 - (b) If the Agency and the Entities cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Agency shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.
- 8. Governing Law. This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Entities hereby waive all objections to such venue.
- 9. Successors and Assigns. This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.
- 10. Review by Counsel. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this Agreement to be drawn, as counsel for both the Entities and the Agency have combined in their review and approval of same.
- 11. Entire Agreement; No Modification Unless in Writing. This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
- **12.** Counterparts. This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. Effective Date. This Agreement shall not become effective unless and until the Initial Escrow Deposit has been made.

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

Witness or Attest:	Jersey Agency Redevelopment Agency
	Ву:
	Name:
	Title:
	HC West Campus I, LLC
	, , , , , , , , , , , , , , , , , , ,
	By:
	Name:
	Title:
	KKF University Enterprises LLC
	• •
	By:
	Name:
	Title:

EXHIBIT A

McMANIMON, SCOTLAND & BAUMANN, LLC, Special Redevelopment Counsel

All McManimon, Scotland & Baumann, LLC professional services will be billed at the "blended", hourly rates of two hundred seventy-five dollars (\$275) per hour.

Additionally, the Firm will be entitled to reimbursement of all reasonable and customary out-of-pocket fees and disbursements incurred by the Firm. Such expenses include, but are not limited to, fax, photocopying, mail service, express mail/Federal Express, and messenger service.