

JERSEY CITY REDEVELOPMENT AGENCY

Regular Meeting
January 19, 2016



1. Meeting to Order.
 2. Quorum.
 3. Vice Chair Farmer - Pledge of Allegiance.
 4. Executive Director - Announces that in accordance with the "Open Public Meetings Act" a copy of the Public Notice was sent to the Jersey Journal, Hudson Reporter and to the City Clerk for the public's review and information and posted on the Agency's web site.
 5. PRESENTATIONS -
 6. Vice Chair Farmer STATUS OF PROJECTS
-
- | | |
|---------|---|
| Item #1 | Approval to go into Executive Session. |
| Item #2 | Approval of the Minutes of the Regular Meeting of December 15, 2015 . |
| Item #3 | RESOLUTION QUALIFYING VARIOUS FIRMS FOR THE ABANDONED PROPERTIES REHABILITATION ACT (APRA) |
| Item #4 | RESOLUTION AUTHORIZING CONTRACT NO. 16-01-MPN1 WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR PREPARATION OF BID DOCUMENTS AT THE BAYFRONT REDEVELOPMENT AREA |
| Item #5 | RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND BARNABAS HEALTH, INC. IN THE GRAND JERSEY REDEVELOPMENT AREA |
| Item #6 | RESOLUTION EXTENDING THE DESIGNATION OF TRIBECA WEST OF JERSEY CITY, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN THE JERSEY AVENUE PARK AND JERSEY AVENUE TENTH STREET REDEVELOPMENT AREAS |
| Item #7 | RESOLUTION RATIFYING THE TERMS CONTAINED IN A FORBEARANCE LETTER BETWEEN THE AGENCY AND REDEVELOPER FOR ONE JOURNAL SQUARE PROJECT LOCATED AT BLOCK 9501, LOT 23 IN THE JOURNAL SQUARE REDEVELOPMENT AREA |
| Item #8 | RESOLUTION AUTHORIZING AMENDMENT NO. 1 TO THE REDEVELOPMENT AGREEMENT WITH BELOVED COMMUNITY CHARTER SCHOOL, INC. IN THE LAFAYETTE PARK REDEVELOPMENT AREA |

- Item #9 RESOLUTION AUTHORIZING A COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE JERSEY CITY MUNICIPAL UTILITIES AUTHORITY IN THE LIBERTY HARBOR REDEVELOPMENT AREA
- Item #10 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT BETWEEN THE AGENCY AND 272 GROVE STREET URBAN RENEWAL, LLC IN THE MAJESTIC II REDEVELOPMENT AREA
- Item #11 RESOLUTION AUTHORIZING A DESIGNATION OF A DEVELOPER FOR VETERAN'S HOUSING TO BE CONSTRUCTED AT 665 OCEAN AVENUE IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA
- Item #12 RESOLUTION AUTHORIZING ENTERING INTO A COOPERATION AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND THE JERSEY CITY INCINERATOR AUTHORITY WITH REGARD TO 665 OCEAN AVENUE IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA
- Item #13 RESOLUTION AUTHORIZING A THIRD AMENDMENT TO CONTRACT NO. 14-05-BD8 WITH MAST CONSTRUCTION SERVICES, INC. FOR PROFESSIONAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA
- Item #14 RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO CONTRACT NUMBER 15-01-BD1 WITH FLANAGAN'S CONTRACTING GROUP, INC. FOR THE PHASE IV SITE IMPROVEMENTS AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- Item #15 RESOLUTION AUTHORIZING THE AMENDMENT OF A LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY FOR ENTRY ONTO CITY-OWNED PROPERTY IN BLOCK 18901, LOTS 1, 16-20 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- Item #16 RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. FOR ENTRY ONTO CITY-OWNED PROPERTY AT BLOCK 18901, LOT 18; BLOCK 19803, LOTS 1 AND 16-20; BLOCK 17301, LOT 10 AND AGENCY OWNED PROPERTY AT BLOCK 18901, LOTS 1 AND 2; BLOCK 19803, LOTS 3-5, 8-15, AND 21 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- Item #17 RESOLUTION EXTENDING THE DESIGNATION OF MYNENI PROPERTIES, LLC AS REDEVELOPER OF PROPERTY LOCATED IN THE WATER STREET REDEVELOPMENT AREA
- Item #18 RESOLUTION AUTHORIZING A FIRST AMENDMENT TO CONTRACT NO. 15-06-BD7 WITH ADAMS REHMANN & HEGGAN ASSOCIATES FOR PROFESSIONAL ENVIRONMENTAL SERVICES
- Item #19 RESOLUTION CANCELLING PRIOR PERIOD INACTIVE ESCROW BALANCES
- Item #20 RESOLUTION APPROVING AN EXPANSION AND AMENDMENT OF LEASE WITH 66 YORK, LLC
- Item #21 Resolution approving the Accounts/Invoices Payable List as of January 19, 2016.
- Item #22 Resolution approving the Personnel List as of January 19, 2016.
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- Item #23 RESOLUTION AUTHORIZING THE EXECUTION OF A SEVENTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH GRAND JERSEY WATERFRONT URBAN RENEWAL ASSOCIATES, LLC REGARDING ITS PROJECT IN THE GRAND JERSEY REDEVELOPMENT AREA
- Item #24 RESOLUTION AUTHORIZING AN AMENDMENT OF THE REDEVELOPMENT AGREEMENT AND PLEDGE AGREEMENT BETWEEN THE AGENCY AND REDEVELOPERS FOR ONE JOURNAL SQUARE PROJECT LOCATED AT BLOCK 9501, LOT 23 IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

- Item #25 RESOLUTION AUTHORIZING THE EXECUTION OF ONE OR MORE ESCROW AGREEMENTS WITH RESPECT TO PRE-DEVELOPMENT ACTIVITIES IN PAULUS HOOK REDEVELOPMENT AREA
- Item #26 RESOLUTION AUTHORIZING ENTERING INTO PROFESSIONAL SERVICES AGREEMENT NO. 16-01-MPN2 WITH HELENA RUMAN ARCHITECTS FOR CONSULTING SERVICES IN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA
- Item #27 RESOLUTION AMENDING BOND RESOLUTION ADOPTED AUGUST 19, 2014 AUTHORIZING THE JERSEY CITY REDEVELOPMENT AGENCY TO ISSUE NOT TO EXCEED \$10,000,000 REDEVELOPMENT AREA TAXABLE BONDS (JOURNAL SQUARED PROJECT) AND DETERMINING OTHER MATTERS RELATED THERETO

NEXT REGULAR MEETING: **TUESDAY, FEBRUARY 16, 2016**

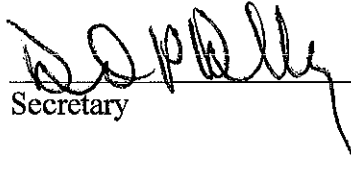
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING GOING INTO EXECUTIVE SESSION TO
DISCUSS CERTAIN MATTERS**

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

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

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

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


Secretary

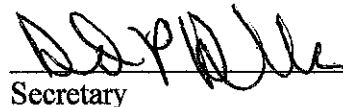
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated January 19, 2016.

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

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

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

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated January 19, 2016.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY QUALIFYING VARIOUS FIRMS FOR THE
ABANDONED PROPERTIES REHABILITATION ACT (APRA)**

WHEREAS, in compliance with the Abandoned Properties Rehabilitation Act (“APRA”), the Jersey City Redevelopment Agency issued a Request for Qualifications (“RFQ”) for Qualified Rehabilitation Entities (“QREs”) on October 12, 2015; and

WHEREAS, the Agency received a total of eight (8) qualification statements in response to the RFQ, all of which were reviewed and evaluated by Agency staff; and

WHEREAS, the qualified firms will be considered QREs allowing them to rehabilitate/renovate the selected properties on the (APRA) list; and

WHEREAS, of the eight (8) submissions the Agency desires to qualify the following eight (8) firms:

1. Broad Construction Union, LLC
2. Dixon Projects
3. JNR Holdings Group
4. Network Development NY LLC
5. Barnes Contractor Construction LLC
6. Jersey City RE Investments, LLC
7. CARA Development
8. King Enterprise

WHEREAS, in the Agency's sole discretion, any QRE recommended to undertake a project in accordance with APRA would be required to enter an agreement for such purposes and provide any additional documentation as determined by the Agency; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that each of the above listed entities are approved as a Qualified Rehabilitation Entity in accordance with the Abandoned Properties Rehabilitation Act for the purposes of entering into a more defined agreement with the Agency.

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


SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 16-01-MPN1 WITH AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC. FOR PREPARATION OF BID DOCUMENTS AT THE BAYFRONT I REDEVELOPMENT AREA

WHEREAS, the Agency and Bayfront Redevelopment LLC entered into a Redevelopment Agreement for construction of a mixed use project in the Bayfront I Redevelopment Area; and

WHEREAS, the project is an approximate 100 acre site located in Block 24601 and housed City owned facilities on a portion of the site; and

WHEREAS, in furtherance of the goals of both the Redevelopment Agreement and the Bayfront I Redevelopment Plan it is necessary to demolish structures located at the Department of Public Works facility and clear the land for the planned project; and

WHEREAS, in order to achieve the above planned project, demolition of certain structures must occur; and

WHEREAS, the Agency has received a proposal from Amec Foster Wheeler Environment & Infrastructure, Inc. (hereinafter "AMEC") in the amount of \$70,000.00 to prepare demolition bid specifications for the Department of Public Works "H" Building, Jersey City Incinerator Authority Garage, and the JCMUA Digest Building and Tanks as well as prepare an engineer's estimate of costs for completing demolition activities among other things; and

WHEREAS, Agency staff determined that retention of AMEC for the above activities will ensure tasks are performed properly; and

WHEREAS, Agency staff has determined that the December 30, 2015 proposal from AMEC is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to AMEC; and

WHEREAS, the Jersey City Redevelopment Agency has determined and certified in writing that the value of the services provided will exceed \$17,500.00; and

WHEREAS, the anticipated term of this contract will not exceed one year; and

WHEREAS, Amec has completed and submitted a Business Entity Disclosure Certification which certifies that they have not made any reportable contributions to a political or candidate committee of the Commissioners of the Jersey City Redevelopment Agency in the previous year; and

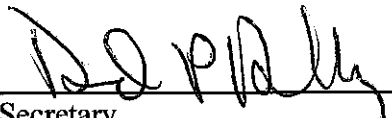
WHEREAS, funds for said work will be covered from an escrow account being held by the City of Jersey City for demolition related activities at the Bayfront I Redevelopment Project. and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the December 30, 2015 proposal of AMEC Foster Wheeler Environmental & Infrastructure, Inc. is attached hereto and incorporated herein; 3) Professional Services Contract No. 16-01-MPN1 in the not to exceed amount of \$70,000.00 is hereby awarded to AMEC Foster Wheeler Environmental & Infrastructure, Inc.

BE IT FURTHER RESOLVED, that this Contract is awarded in a non-fair and open manner and that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

BE IT FURTHER RESOLVED, that notice of 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).

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 January 19, 2016.

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

December 30, 2015

Ms. Mary Pat Noonan
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302



amec
foster
wheeler

Subject: **Bid Document Preparation
Department of Public Works "H" Building, JCIA Garage, JCMUA Digester
Building and Tanks Demolition**

Dear Ms. Noonan:

Amec Foster Wheeler is herein providing a not-to-exceed cost estimate to prepare demolition bid specification documents to solicit contractor's proposals for the demolition of the former Department of Public Works "H" Building, Jersey City Incinerator Authority Garage, and the JCMUA Digest Building and Tanks. The cost estimate will include:

- Preparation of bid documents to provide sufficient and adequate definition of the intended Scope of Work, the bid documents will provide detailed specifications necessary to support the technical and administrative requirements for potential contractors;
- Preparation of an engineer's estimate of costs for the completing of the demolition activities;
- Collaborate with JCRA to identify prospective qualified contractors for bid solicitation;
- Evaluate contractor's responses from a technical and cost perspective;
- Participate in contractor interviews and provide a bid evaluation report and recommendation;
- The hazardous building materials survey report will be included as an appendix to the demolition bid specification document.

Amec Foster Wheeler will perform the scope of services described herein for the Not to exceed cost of \$70,000.00. Charges will be invoiced on a Time and Materials basis.

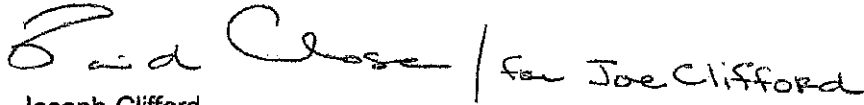
Amec looks forward to working with JCRA again and we are enthusiastic about providing service to you on this particular project. Following your review of this proposal, should you have any questions, or if you require and modifications or adjustments to our proposal, please do not hesitate us.

If you have any questions, please contact me at (610) 505-9315.

December 30, 2015
Proposal Request
Bid Document Preparation
Department of Public Works "H" Building, JCIA Garage, JCMUA Digester

Sincerely,

Amec Foster Wheeler Environment & Infrastructure, Inc.

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

Joseph Clifford
Project Engineer

cc: William Hague, Honeywell
John Mojka, Honeywell
John Morris, Honeywell
Maria Kaouris, Honeywell
Stuart Bills, Amec Foster Wheeler
David Ambrose, Amec Foster Wheeler

IPW Building
MAIN ENTRANCE



DW Building
South Side



*DW Building
West Side*



JCIA Garage
East Side



JCI A Garage
North Side



JCIA Garage
West Side

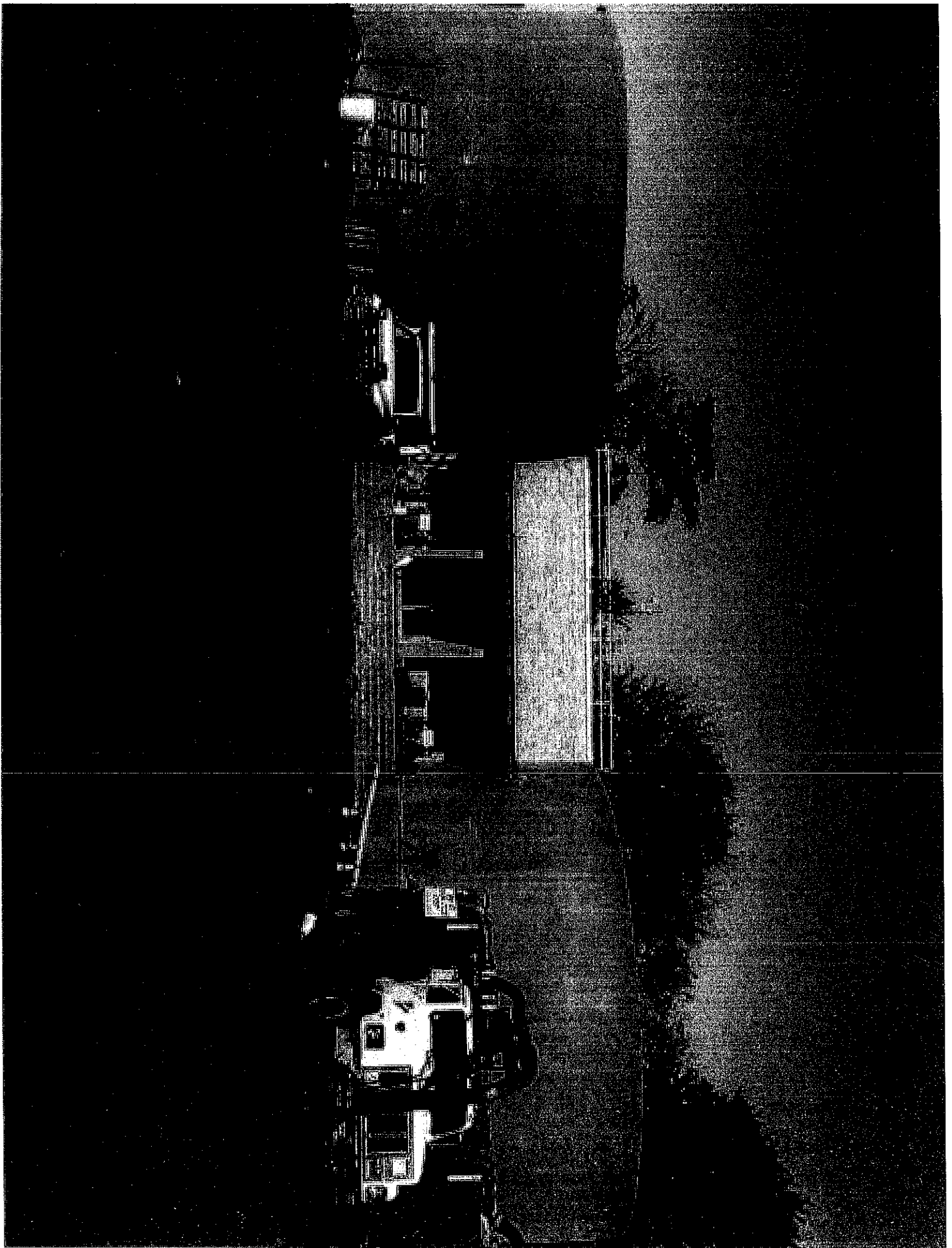


ICMUA
DIGGER Bldg
+ TANKS
South Side



JCMUA Bldg + TANKS





**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE SECOND AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN THE
JERSEY CITY REDEVELOPMENT AGENCY AND
BARNABAS HEALTH, LLC IN THE GRAND JERSEY
REDEVELOPMENT AREA**

WHEREAS, the Agency and the Redeveloper entered into a Redevelopment Agreement, dated December 16, 2014 (hereinafter referred to as the "Agreement") pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-A-1 et seq.; and

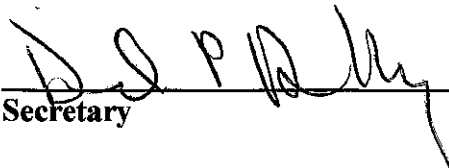
WHEREAS, the First Amendment was approved on May 19, 2015, that extended the due date until June 30, 2015 for the Additional Deposit of Five Million Dollars (\$5,000,000); and

WHEREAS, the extension of time for closing has been amended by the Parties to include an Initial Payment on February 20, 2016 and the balance of the Price to be paid at final closing on or before December 31, 2016; and

WHEREAS, an extension of the closing date from December 31, 2015 to December 31, 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 authorizes the Amendment and extension of the closing date with the Initial Payment on February 20, 2016 and the balance of the price payment at the final closing on or before December 31, 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 January 19, 2016.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF TRIBECA WEST OF JERSEY CITY, LLC AS REDEVELOPER FOR PROPERTY LOCATED IN THE JERSEY AVENUE PARK AND JERSEY AVENUE TENTH STREET REDEVELOPMENT AREAS

WHEREAS, at its meeting of December 17, 2013 the Jersey City Redevelopment Agency Board of Commissioners designated Tribeca West of Jersey City, LLC (Moishe Mana) as Redeveloper for property located within the Jersey Avenue Park and Jersey Avenue Tenth Street Redevelopment Areas; and

WHEREAS, said designation was subsequently extended from time to time; and

WHEREAS, the proposed project is for the construction of a mixed use project for property owned by them together with one City owned parcel located adjacent to their property; and

WHEREAS, the project is slated to include approximately 1,200 dwelling units, 70,000 square feet of ground floor retail with an additional 160,000 square feet of commercial space, the project will offer approximately 950 parking spaces and a recreational open space component is incorporated in the plan; and

WHEREAS, Redeveloper has requested an extension of its designation to revise their phasing schedule and modification of the proposed plan;

WHEREAS, staff deems it appropriate to extend the designation for a period of 120 days to expire on May 31, 2016 with an additional 60 day extension at the sole discretion of the Agency's Executive Director and/or Assistant Executive Director.

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

- 1) the above recitations are incorporated herein as if set forth at length;

- 2) The designation of Tribeca West of Jersey City, LLC (Moishe Mana) as Redeveloper for property owned by them located at Block 7001, Lots 1 and 2; Block 8602, Lot 1; Block 8601, Lot 1 and Block 6902, Lots 25 and 26; and conditionally designated as Redeveloper for City owned property located at Block 6902, Lot 24 is hereby extended until May 31, 2016 with an additional 60 day extension at the sole discretion of the Agency's Executive Director and/or Assistant 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 January 19, 2016.

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

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
RATIFYING THE TERMS CONTAINED IN A
FORBEARANCE LETTER BETWEEN THE AGENCY AND
REDEVELOPER FOR ONE JOURNAL SQUARE PROJECT
LOCATED AT BLOCK 9501, LOT 23 IN THE JOURNAL
SQUARE REDEVELOPMENT AREA**

WHEREAS, on April 2015, the Jersey City Redevelopment Agency (“Agency”) and One Journal Square Partners Urban Renewal Company LLC, and One Journal Square Tower North Urban Renewal Company LLC, and One Journal Square Tower South Urban Renewal Company LLC, including its successors and assigns (Collectively, “Redeveloper”) entered into a Redevelopment Agreement (“Agreement”); and

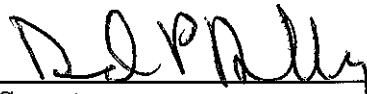
WHEREAS, a Forbearance Letter dated December 30, 2015 was delivered by the Agency to the Redeveloper by agreement of the Parties to facilitate the extension of a loan in the amount of \$22,000,000 (“the Loan”) from Ladder Capital Finance LLC (“Lender”) to Redeveloper; an

WHEREAS, the terms of the Forbearance letter as more fully detailed in the attached Exhibit A dated December 30, 2015 from the Agency to the Redeveloper are incorporated herein as if fully set forth; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency the terms contained in the Forbearance Letter dated December 30, 2015 have been ratified.

Reso. No. 16-1- 7

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.

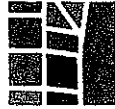

Secretary

Certified to be a true and correct copy of a Resolution of the Board of January 19, 2016.

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

COMMISSIONERS

ROLANDO R. LAVARRO, JR.
CHAIRMAN
EVELYN FARMER
VICE CHAIR
—
DIANE COLEMAN
ERMA D. GREENE
TIMOTHY N. MANSOUR
JOHN D. PETKANAS
RUSSELL J. VERDUCCI



JERSEY CITY
REDEVELOPMENT AGENCY

Exhibit A

EXECUTIVE

DAVID P. DONNELLY
EXECUTIVE DIRECTOR

DIANA JEFFREY, ESQ.
GENERAL COUNSEL

STEVEN M. FULOP
MAYOR

December 30, 2015

One Journal Square Partners Urban Renewal Company LLC
One Journal Square Tower South Urban Renewal Company LLC
One Journal Square Tower North Urban Renewal Company LLC
c/o Kushner Companies
666 Fifth Avenue, 15th Floor
New York, New York 10103

One Journal Square Partners Urban Renewal Company LLC
One Journal Square Tower South Urban Renewal Company LLC
One Journal Square Tower North Urban Renewal Company LLC
c/o KABR Real Estate Group
100 Challenger Road, Suite 401
Ridgefield Park, New Jersey 07660

RE:: Forbearance Letter

**One Journal Square Partners Urban Renewal Company LLC,
One Journal Square Tower North Urban Renewal Company LLC, And
One Journal Square Tower South Urban Renewal Company LLC, including its successors and
assigns (collectively, "Redeveloper")**

**Property: Block 9501 (f/k/a 1866), Lot 23 (f/k/a Lots B.3, B.4, C.1, 16, 17.A, 18.A, 19, 20, 25.H
and 25.J)**

Dear Sir/Madam:

This letter ("Forbearance Letter") is delivered by the Jersey City Redevelopment Agency (the "Agency") to Redeveloper by agreement of the Parties to facilitate the extension of a loan in the amount of \$22,000,000 ("the Loan") from Ladder Capital Finance LLC ("Lender") to Redeveloper. In addition, the Parties intend to enter into negotiations to revise certain provisions in the Pledge Agreement other than the Contribution of Funds.

The forbearance ("Forbearance") shall be subject to the following recitals:

Whereas, Redeveloper has executed a redevelopment agreement, dated April 2015 ("RDA") in connection with the redevelopment of the Property referred to above.

Whereas, in Section 2.18) of the RDA, the Redeveloper agreed to make a certain contribution in the aggregate amount of two million five hundred thousand dollars (\$2,500,000.00) ("Contribution Funds") to fund a portion of the improvements and renovations to the Loew's Theater which will achieve a positive impact on the Redeveloper's project.

Whereas, the Parties further delineated said obligation for the Redeveloper to pay the Contribution Funds to the Agency in a Pledge Agreement, the form of which was annexed to the RDA as Exhibit D and made a part of thereto, and said Pledge Agreement, dated April 2015 (the "Pledge Agreement") was duly executed by the Parties.

Whereas, the Redeveloper agreed to make payments of the Contribution Funds according to the timeline set forth in Section 2.18 of the RDA and Section 1(b) of the Pledge Agreement. The Redeveloper has not paid the Contribution Funds as of the dates for payment set forth in the Pledge Agreement which would constitute a default of the RDA and the Pledge Agreement pursuant to Section 5 of the Pledge Agreement.

On the basis of the foregoing and by agreement of the Parties, the Agency hereby agrees to forbear asserting any default under the RDA and the Pledge Agreement against the Redeveloper, subject to the following conditions:

1. Redeveloper shall pay the sum of \$500,000 representing the non-refundable Cash Contribution, as defined in the Pledge Agreement, on or before January 15, 2016, with the option of a fourteen (14) day extension, as may reasonably be required, at the Executive Director's sole discretion, which amount shall be held and disbursed by the Agency in accordance with the terms and conditions as specified by the Pledge Agreement.

2. Redeveloper shall deliver to the Agency shall an Irrevocable Direct Pay Letter of Credit, payable to the Agency in the amount of Two Million Dollars (\$2,000,000.00) no later than February 29, 2016, or in the alternative, the Redeveloper shall pay the sum of \$2,000,000 as a cash contribution to the Agency no later than February 29, 2016, with the option of a fourteen (14) day extension, as may reasonably be required, at the Executive Director's sole discretion.

3. Any and all Contribution Funds paid by the Redeveloper to the Agency shall be deposited by the Agency into a separate, interest bearing account, to be held, administered and disbursed by the Agency in accordance with the terms and conditions in the Pledge Agreement.

4. The Parties agree that the forbearance period ("Forbearance Period") shall commence upon the date of this Forbearance Letter agreement and shall expire on March 1, 2016, with the option of a fourteen (14) day extension, as may reasonably be required, at the Executive Director's sole reasonable discretion.

5. The Parties agree that during the Forbearance Period the RDA and the Pledge Agreement shall remain in full force and effect notwithstanding the forbearance.

6. Nothing in this Forbearance Letter constitutes a waiver of the Agency's right to hold the Redeveloper in default for nonpayment of the Contribution Funds, and the Agency reserves the right to exercise all available remedies after the Forbearance Period terminates.

7. The Redeveloper agrees to waive any and all claims it may have against the Agency for any Agency default of the RDA or Pledge Agreement that exist or may exist prior to the date of execution of this forbearance letter.

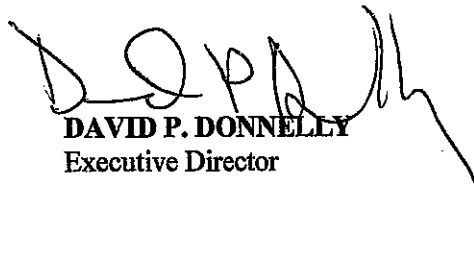
8. This Forbearance shall automatically terminate if the Redeveloper breaches the terms of this Forbearance Letter, or if another material default of the RDA or Pledge Agreement occurs during the Forbearance Period..

9. If the Redeveloper breaches the terms of this Forbearance, the Agency shall impose interest on the amounts due at the highest rate allowed by law, beginning from the time the payments were due initially until said payment is made in full to the Agency.

10. The Agency represents it has full authority to enter into this Forbearance Letter which shall be subject to ratification by the Agency's Board of Commissioners at its next public meeting of January 19, 2016. Should the Board of Commissioners fail to ratify said Forbearance Letter, the Agency's Forbearance shall terminate as of that date certain.

The Agency represents that as of the date hereof, aside from the payment of the Contribution Funds, Redeveloper is not otherwise in default of its obligations under the RDA.

Sincerely,



DAVID P. DONNELLY
Executive Director

DPD/baa

Agreed By Redeveloper:

Laurence J. Rappaport, Authorized

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AMENDMENT NO. 1 TO THE REDEVELOPMENT AGREEMENT WITH BELOVED COMMUNITY CHARTER SCHOOL, INC. IN THE LAFAYETTE PARK REDEVELOPMENT AREA

WHEREAS, Beloved Community Charter School, Inc. is the Agency's designated Redeveloper under a Redevelopment Agreement for the construction of a middle school on Agency owned property at 15502, Lots 3 and 4; and

WHEREAS, the newly constructed 3 story building will be an addition to their current facility at 508 Grand Street and will house approximately 480 students in the 6th, 7th, 8th and 9th grades; and

WHEREAS, on or about January 2016 the Redeveloper and Agency executed a Redevelopment Agreement; and

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

WHEREAS, Redeveloper is in the process of obtaining various approvals; and

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

WHEREAS, the new time lines will extend the time to submit construction plans to the Agency to a date of no later than October 15, 2016 and will be memorialized in the First Amendment to the Redevelopment Agreement to be prepared by Agency Counsel.

NOW, THEREFORE, BE IT RESOLVED, that: 1) the above recitations are incorporated herein as if set forth at length; 2) authorization be and is hereby given to execute a First Amendment to the Redevelopment Agreement between the Agency and Beloved Community Charter School, Inc. for purposes set forth above in such form and content as is acceptable and approved by the Agency's Executive Director and Agency Counsel; and 3) the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents deemed necessary to effectuate this Resolution subject to review and approval of the Agency General Counsel.


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE COOPERATION AGREEMENT BETWEEN THE JERSEY
CITY REDEVELOPMENT AGENCY AND JERSEY CITY
MUNICIPAL UTILITIES AUTHORITY IN THE LIBERTY
HARBOR REDEVELOPMENT AREA**

WHEREAS, on December 4, 2015 the Jersey City Redevelopment Agency ("Agency")

WHEREAS, the Jersey City Municipal Utilities Authority ("JCMUA") is the owner of certain real property designated as Block 21504, Lot 4, as shown on the tax map of the City of Jersey City, and more commonly known by the street address of 215 Communipaw Avenue, 101 Phillip Street, and __ Oliver Street (the "Property"); and

WHEREAS, the Property includes vacant land for which the the Jersey City Redevelopment Agency ("Agency") adopted a resolution on January 20, 2015, designating the Liberty Science Center as the redeveloper for the Scitech Scity redevelopment project (the "Project"); and

WHEREAS, on December 4, 2015 the Parties entered into a Grant of License of Right of Entry Agreement, giving the Agency the JCMUA's permission to enter upon, use and occupy the Property, solely as a license (the "License"), for the exclusive purpose of carrying out environmental investigation activities which are necessary to determine the feasibility of the Project; and

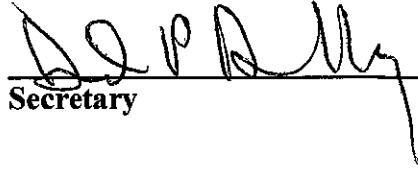
WHEREAS, Said Right of Entry requires the JCMUA to pay the Agency \$60,000 (Sixty-Thousand Dollars) within forty-five (45) days of completing the work authorized by the Agreement for the purpose of deferring the expense incurred by the Agency of the environmental investigation activities as detailed on the Agreement; and

WHEREAS, the Cooperation Agreement between the Agency and JCMUA is for specifically the payment of the \$60,000.00 (Sixty-Thousand Dollars) as part of the Grant of License and Right of Entry Agreement

WHEREAS, the terms of the Agreement as more fully detailed in the attached Exhibit A dated December 4, 2015 from the Agency to the JCMUA are incorporated herein as if fully set forth; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes the approval of the Cooperation Agreement for the payment of the \$60,000.00 (Sixty-Thousand Dollars).

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 January 19, 2016.

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

Exhibit A

GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT

THIS GRANT OF LICENSE AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of the 4 day of November, 2015 by and among the JERSEY CITY MUNICIPAL UTILITIES AUTHORITY, having an office at 555 Route 440, Jersey City, New Jersey 07304 ("JCMUA" or "Licensor") and THE JERSEY CITY REDEVELOPMENT AGENCY, having an office at 66 York Street, Jersey City, New Jersey 07302 ("JCRA" or "Licensee")

WHEREAS, the JCMUA is the owner of certain real property designated as Block 21504, Lots 4, as shown on the tax map of the City of Jersey City, and more commonly known by the street address of 215 Communipaw Avenue (the "Property"), as described more fully in Exhibit A annexed hereto; and

WHEREAS, the Property includes vacant land for which the JCRA adopted a resolution on January 20, 2015, designating the Liberty Science Center as the redeveloper for the Scitech Scity Redevelopment Project (the "Project"); and

WHEREAS, Licensee has requested Licensor's permission to enter upon, use and occupy the Property, solely as a license (the "License"), for the exclusive purpose of carrying out environmental investigation activities which are necessary to determine the feasibility of the Project; and

WHEREAS, the environmental investigation proposed by Licensee at the Property is mutually beneficial to Licensor and, as such, Licensee has requested Licensor to reimburse Licensee a portion of the costs to be incurred by Licensee to complete the environmental investigation activities; and

WHEREAS, Licensee's activities under this Agreement are for the environmental investigation activities as described more fully below; and

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

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

1. **Grant of Access.** Licensor hereby grants Licensee a limited License to enter onto the Property for the purpose of carrying out environmental investigation activities, as defined below. Licensee, and its authorized agents, employees, servants, volunteers, and contractors (for purposes of paragraphs 1-6, collectively referred to as "Licensee"), are authorized to enter onto the Property during the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. Licensee agrees to provide at least forty-eight (48)

hours advanced written notice to Licensor of the dates and times that Licensee will require access to the Property, said dates and times to be reasonably acceptable to Licensor whose consent shall not be unreasonably withheld. Licensee's written notice must also identify all personnel that will be entering the Property including each person's name, title, company affiliation, and whether or not that person is a License Site Remediation Professional.

The License granted herein shall give Licensee the right to enter onto the portions of the Property at times agreed to by the parties where the Work, as defined below, will be performed. Licensee agrees that it has been granted only a License by Licensor to enter upon and use the Property for the specific purposes set forth herein and that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in and to the Property and/or the Project, nor any exclusive privilege or right to enter onto the Property and/or any other portion of the Project, by virtue of this License. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the parties.

2. **Pre-Entry Responsibilities.** Licensee, in furtherance of its activities on the Property shall take reasonable precautions to minimize damage to the Property from the Work and to ensure Work Site safety. Licensee shall be solely responsible to: (i) obtain any and all permits required to conduct the Work, as defined below; (ii) ensure all electric, gas, water, steam, sewer, and other service lines shall be shut off, capped, or otherwise controlled; and (iii) shall procure at its sole expense the necessary equipment to carry out the Work described below. Licensor shall use its best efforts to locate any underground utilities and facilities on the Property prior to commencement of the Work, as defined below. Licensor shall also reasonably cooperate with and assist Licensee with Licensee's efforts to locate such utilities, equipment and facilities.
3. **Work.** Licensee shall perform or cause to be performed the Work at its sole cost and expense, except as indicated in the herein Agreement. The Work shall include, but shall not be limited to, soil borings, groundwater testing and other related environmental activities. Licensee shall ensure that all Work is conducted in accordance with all applicable permits and other government requirements, including but not limited to those promulgated by the New Jersey Department of Environmental Protection ("NJDEP") and the U.S. Occupational Safety and Health Administration ("OSHA"), and shall be conducted so as to minimize damage to the Property and interference with activities associated with any occupants of the Property. Licensee shall not, during the course of performing the Work, cause or contribute to any environmental contamination at the Property with the exception that Licensee shall be permitted to return boring or drilling cuttings to the boring hole to the extent permitted by law. Licensee agrees

to immediately notify Licensor of any interference with or damage to subsurface systems, or any other real and/or personal property occasioned by Licensee's entry onto or use of the Property.

4. **Storage/Handling.** Licensee shall not store any materials or equipment on the Property without the written consent of Licensor, except those materials or equipment necessary or required to conduct the Work. Licensee shall not transmit, store, handle or dump any toxic or hazardous wastes or hazardous substances anywhere on the Property, nor shall Licensee violate any environmental or land use laws as such may apply to the Property or the Work being undertaken at the Property pursuant to the Agreement. Licensee shall be considered the "operator," "owner" and "generator" of all wastes generated at the Property in connection with the Work authorized by this Agreement and shall, at Licensee's sole cost and expense, be responsible for promptly disposing of any wastes generated in connection with said Work with the exception that Licensee shall be permitted to return boring or drilling cuttings to the boring hole to the extent permitted by law. Upon request of Licensor, Licensee shall provide documentation evidencing Licensee's lawful and proper disposal of any such wastes
5. **Work Site.** Licensee agrees to keep the Property neat and free from refuse, trash, garbage and debris at all times. Licensee agrees to be solely responsible for removing all debris, wreckage, rubbish and garbage resulting from demolition activities. No alcohol is permitted in the Property at any time. Upon termination of this Agreement, Licensee shall promptly remove from the Property all equipment and all materials of any nature used in connection with the Work brought onto the Property by or at the direction of Licensee and shall restore the Property to the condition it was in prior to undertaking the Work to the reasonable satisfaction of Licensor.
6. **Safety.** All activities undertaken by Licensee on the Property shall be performed in a safe, good and workmanlike so as to ensure the safety of all persons at the Property and in accordance with all applicable federal, state, county and municipal laws and the rules and regulations of Licensor and in a manner designed to minimize the effect of such activity on Licensor and other property owners in, on and around the Property and their respective tenants, licensees and occupants. All of Licensee's agents, volunteers or employees performing the Project shall display proper identification at all times. Work shall be done so as to not create a hazard to pedestrians or vehicles.
7. **Indemnification.** Licensee agrees to assume all security and protection for, risk of loss and/or damage to property or injury to or death of persons arising out of its use of the Property or implementation of the Work unless same is the result of the gross negligence or willful misconduct of Licensor.

Licensee shall defend, indemnify and hold harmless Licensor and each of their respective employees, agents, directors, officers and representatives (collectively, the "Licensor Indemnified Parties") from and against any and all costs, expenses (including, without limitation, attorney fees, disbursements and court costs), liabilities, damages, losses, fines, judgments, claims, actions, lawsuits or demands for injury to, or death of any person or damage to any tangible property incurred by or asserted against any Licensor Indemnified Party or Parties to the extent caused by or arising out of Licensee's use of the Property or implementation of the Work. The indemnity obligations in this section shall survive expiration or termination of this Agreement.

8. **Insurance.** Licensee shall carry and maintain, at its sole cost and expense, the insurance coverages outlined on Exhibit B attached hereto. It shall be Licensee's sole responsibility to maintain Worker's Compensation insurance for any of its authorized employees, if applicable, in accordance with all applicable federal, state, county and municipal laws. Certificates of insurance shall name "the Jersey City Municipal Utilities Authority" as an additional insured, and shall remain in full force and effect for the duration of the Agreement. Licensee will not be permitted to access the Property prior to Licensor's review and approval of all insurance policies required by this Agreement.
9. **Oversight; Split Sampling.** Licensor shall have the right to monitor Licensee's Work and enter the Property at any time without notice to Licensee. Upon request by Licensor and at Licensor's sole cost and expense, Licensee shall cooperate with Licensor to facilitate obtaining split samples of any soil or groundwater samples taken from the Property, which Licensor shall have the right to analyze at its own expense.
10. **Costs; No Liens.** All activities performed or to be performed under this License and all obligations and expenses associated therewith shall be at the sole cost and expense of and be borne solely by Licensee, except where indicated in the herein Agreement. Licensee shall not permit any lien to be filed against the Property or any improvements thereon for any labor or materials in connection with any activities undertaken by, or on behalf of, Licensee at the Property. In the event that such a lien is filed against the Property or any improvements thereon, Licensor shall have the right, but not the obligation, if Licensee fails to discharge or bond the lien within thirty (30) days of receipt of notice from Licensor, to cause such lien to be released, and Licensee shall reimburse Licensor for all of Licensor's reasonable costs (including, but not limited to, reasonable attorneys' fees) incurred in connection therewith promptly upon demand by Licensor.
11. **Licensor Contribution.** Within forty-five (45) days of Licensee completing

the Work authorized by this Agreement, Licensor shall pay Licensee \$60,000.00 (Sixty-Thousand Dollars) to defer the expense incurred by Licensee to complete said Work. The parties acknowledge and agree that, in the event Licensee fails to undertake and complete the Work authorized by this Agreement, Licensor shall have no monetary obligation whatsoever to Licensee in connection with the Work.

12. **Assignment.** Licensee shall not assign this Agreement or any rights hereunder without the prior written consent of Licensor, which consent may be withheld in Licensor's sole discretion. Licensee shall not permit third parties to enter the Property at any time.
13. **Information.** Concurrently upon receipt of the same, Licensee will provide Licensor with complete copies of all reports generated by Licensee or on Licensee's behalf in connection with the Work authorized by this Agreement at the Property. Except as required by law, Licensee is prohibited from submitting any reports, correspondences or notices of any kind whatsoever to any federal, state, county or municipal government and any department, agency, bureau or other similar type of body regarding the Work undertaken at the testing accomplished on the Property without the express written consent of Licensor.
14. **Term of License.** The rights herein granted to Licensee shall be deemed a License in favor of Licensee for the limited purposes set forth herein. This License shall be for a term of twelve months (12) from the date of execution of this License Agreement, which may be extended for an additional six months (6) if required by mutual consent of the parties. This License may be terminated by either party, at any time, for any cause or for the benefit of the public upon sixty (60) days written notice to the other party, or (i) upon receipt of notice by Licensor from any governmental authority that the License violates any federal, state, county or municipal law or requiring that this License be immediately revoked or (ii) any failure of Licensee to timely comply with any of the terms, covenants or conditions of this Agreement. However, the parties agree that the conditions set-forth in Paragraphs 4, 5, 7, 8, and 10 shall survive termination of this License.
15. **Good and Workmanlike Quality.** Licensee agrees that all work undertaken by it on the Property shall be accomplished in a good and workmanlike manner and in accordance with all applicable governmental regulations.
16. **Entire Agreement.** This License contains the entire understanding between the parties and shall not be amended or modified unless in writing executed by both parties. This License shall not constitute any admission of liability for environmental contamination of the Property by either

Licensor or Licensee, or a waiver by Licensor or Licensee of any right or remedy it has, or may have, at law.

17. **Choice of Law.** This License shall be governed by the laws of the State of New Jersey.
18. **No Obligation to Perform Work.** The parties agree that this Agreement gives Licensee the right to perform the Work, but does not obligate Licensee or impose a duty on Licensee to perform the Work defined herein.
19. **Binding on Successors.** This agreement is binding upon and inures to the benefit of Licensor and Licensee and their respective heirs, executors, administrators, personal representatives, successor, transferees and assigns.
20. **Construction.** Licensor and Licensee acknowledge that this Agreement has been negotiated at arm's length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document. If any part of this Agreement is for any reason found to be unenforceable, all of the remaining portions nevertheless remain enforceable.
21. **Waiver or Breach of Term.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.
22. **Effective Date.** This Agreement may be executed in counterparts and shall be effective on the date last written below.
23. **Authorization to Execute.** Each person executing this Agreement represents that the execution of this agreement has been duly authorized by the party on whose behalf the person is executing this Agreement and that such person is authorized to execute the Agreement on behalf of such party.
24. **Notice.**
 - (a) All notices, demands, requests and approvals hereunder shall be in writing and shall be forwarded to (i) Licensor by reputable overnight carrier or by depositing the same in the United States mails, by certified mail, return receipt requested, by addressing the same to Daniel F. Becht, Esq., Executive Director, Jersey City Municipal Utilities Authority, 555 Route 440, Jersey City, NJ 07304 and to (ii) Licensee by forwarding the same in the manner set forth above, addressing the same to David Donnelly, Executive Director, Jersey City Redevelopment Agency, 66 York Street, Jersey City,

EXHIBIT A

The Property

EXHIBIT B

Insurance Requirements

1. Coverage Required: Commercial General Liability & Umbrella Excess Liability no less than \$2,000,000.00;
2. Workers' Compensation And Employers' Liability;
3. Automobile Liability in an amount of not less than One Million (\$1,000,000.00) Dollars in Combined Single Limits
4. Policy Numbers
5. Commencement and Expiration Dates of Policies
6. Please have the Additional Insured reflect as follows: For legal purposes, do not abbreviate unless otherwise indicated.
7. Please have the Certificate Holder read exactly and mailed to:
8. Minimum of Thirty (30) Day unqualified cancellation clause. Please omit the words "endeavor to" from your cancellation clause.
9. Since Certificates of Insurance confer no rights, you are also required to provide us with Binders followed by Endorsements to your policies, which indicate the Additional Insured status on the policies.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A SECOND AMENDMENT TO THE
REDEVELOPMENT AGREEMENT BETWEEN THE
AGENCY AND 272 GROVE STREET URBAN RENEWAL,
LLC IN THE MAJESTIC II REDEVELOPMENT AREA**

WHEREAS, 272 Grove Street Urban Renewal, LLC is the Agency's designated Redeveloper under a Redevelopment Agreement dated November 8, 2006 for the construction of a luxury apartment complex to contain retail/commercial space on the ground floor together with 3 townhouses to be constructed on York Street in Block 14102 within the Majestic II Redevelopment Area; and

WHEREAS, said Redevelopment Agreement was amended by a First Amendment on January 9, 2014; and

WHEREAS, the Redevelopment Agreement and First Amendment incorporated a time line for certain tasks to be completed; and

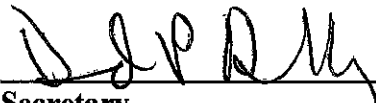
WHEREAS, the Redeveloper has requested a Second Amendment to the time lines set forth in the First Amendment as well as requesting a reduction in the administrative fee to \$7,500.00; and

WHEREAS, the new time lines will extend certain dates in Schedule C which will reflect commencement of construction on the town house on Lot 35 to be no later than May 15, 2016 which will be memorialized in the Second Amendment to the Redevelopment Agreement to be prepared by Agency Counsel.

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

length; 2) authorization be and is hereby given to execute a Second Amendment to the Redevelopment Agreement executed between the Jersey City Redevelopment Agency and 272 Grove Street Urban Renewal, LLC for the purposes set forth in such form and such content as is acceptable and approved by the Agency's Executive Director and Counsel.

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 January 19, 2016.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A DESIGNATION OF A DEVELOPER FOR VETERANS HOUSING TO BE CONSTRUCTED AT 665 OCEAN AVENUE IN THE MARTIN LUTHER KING DRIVE REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency is the owner of property located at 665 Ocean Avenue, Block 22602, Lot 6 within the Martin Luther King Drive Redevelopment Area; and

WHEREAS, the City of Jersey City has requested the Agency to undertake the development of a Veteran's Housing complex at the above location; and

WHEREAS, in carrying out this objective the Agency retained the services of various professionals such as an Architectural firm to design and prepare drawings for the renovation of the existing structure; hire a construction manager to undertake engineering related and construction management services for said renovation; and entered into a License Agreement with the Hudson County Building & Trades Council (HCBTC); and

WHEREAS, on the Agency's behalf, the HCBTC performed pre-development activities which included partial demolition of the structure, clean-up and removal of all debris, wreckage and refuse in accordance with all OSHA regulations and local permits; and

WHEREAS, Pinnacle Development Group, Inc. has proposed to carry out the Agency's intent to construct 8 residential units with associated commercial space on the ground floor and provide a proposed construction time schedule; and

WHEREAS, staff recommends that this be accomplished by giving Pinnacle Development Group, Inc. a limited designation as the Redeveloper for the limited purpose of completing the project; and

WHEREAS, staff's evaluation is that the proposal by Pinnacle Development Group, Inc. is most likely to be successfully negotiated; and

WHEREAS, this designation is conditioned upon the successful outcome of negotiations for a Letter of Intent with the ability to terminate the negotiation if staff deems it cannot achieve a satisfactory agreement and immediately seek another entity to designate and complete the project; and

WHEREAS, subject to the conditional designation, the Agency and Redeveloper will enter into a Turnkey Redevelopment Agreement for the limited purpose of completing the project.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) Pinnacle Development Group, Inc. is hereby given a limited designation as Redeveloper for construction/renovation of 665 Ocean Avenue into 8 residential units and commercial space on the ground floor for the purpose of negotiating the Turnkey Redevelopment Agreement.
- 3) The Executive Director may at his own discretion terminate negotiations with Pinnacle Development Group, Inc. at any time during the negotiations if he believes he cannot reach an agreement and Pinnacle Development Group, Inc. shall have no rights or interest in the Project, or recourse against the Agency or City.

- 4) Pinnacle Development Group, Inc. acknowledges that this designation is contingent upon the Agency receiving the appropriate funding for construction of the building.

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 January 19, 2015.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY AUTHORIZING ENTERING INTO A
COOPERATION AGREEMENT BETWEEN THE JERSEY CITY
REDEVELOPMENT AGENCY AND THE JERSEY CITY INCINERATOR
AUTHORITY WITH REGARD TO 665 OCEAN AVENUE IN THE MARTIN
LUTHER KING DRIVE REDEVELOPMENT AREA**

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, the Jersey City Redevelopment Agency ("Agency") as a local autonomous Agency undertakes various programs for clearance, site preparation and reconstruction of blighted areas within the City of Jersey City in support of its redevelopment projects; and

WHEREAS, the Jersey City Incinerator Authority ("JCIA") is also a local autonomous Agency providing numerous services, including but not limited to, demolition, property maintenance, disposal of wastes among other things, to the residents of the City of Jersey City ("City"); and

WHEREAS, the Agency is the owner of certain real property designated as Block 22602, Lot 6, as shown on the tax map of the City of Jersey City, and more commonly known by the street address of 665 Ocean Avenue (the "Property"); and

WHEREAS, emergent circumstances have arisen which necessitate the immediate demolition of the top two (2) floors of the structure; and

WHEREAS, the emergency demolition activities will include but not be limited to the hand demolition and removal of walls, masonry sections, sheetrock, floors, support structures, and other permanent fixtures; and

WHEREAS, the Agency has made a request to the JCIA to provide receptacles, containers, dumpsters, transportation and disposal services associated with partial demolition of Agency owned Property at 665 Ocean Avenue; and

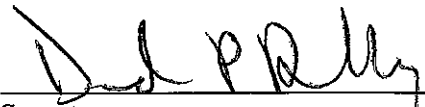
WHEREAS, the JCIA as the agency responsible for the disposal of waste in the City of Jersey City has agreed to assist the Agency by removing all debris, wreckage, rubbish, and garbage resulting from the Agency's emergency demolition activities at the Property, during the relevant period, at no cost and without charge to the Agency; and

WHEREAS, the JCIA has further agreed to provide the Agency at no cost and without charge such receptacles, containers, dumpsters, bins, or other holder to contain and hold all debris, wreckage, rubbish and garbage generated from the emergency demolition activities for removal by the JCIA, during the relevant period ; and

WHEREAS, the purpose of this resolution is to ratify entering into the Cooperation Agreement with the Jersey City Incinerator Authority to provide the above mentioned; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the aforementioned recitals are hereby incorporated by reference and made a part hereof as if fully set forth herein at length; and 2) the entering into the above mentioned Cooperation Agreement in the amounts noted above is hereby ratified and approved.

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


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 19, 2015.

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

COOPERATION AGREEMENT

THIS COOPERATION AGREEMENT (“**Agreement**”) is hereby made this ____ day of _____, 2015, by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a corporate and body politic of the State of New Jersey with offices at 66 York Street, Jersey City, New Jersey (“**Agency**”), and **the JERSEY CITY INCINERATOR AUTHORITY, an autonomous agency of the City of Jersey City**, with offices located at Jersey City Municipal Services Complex, 13 Linden Avenue East, Suite 300, Jersey City, New Jersey 07305-4726 (collectively, “**JCIA**” and together with the Agency, “**Parties**”).

WHEREAS, the Agency is the owner of certain real property designated as Block 22602, Lot 6, as shown on the tax map of the City of Jersey City, and more commonly known by the street address of 665 Ocean Avenue (the “**Property**”), as described more fully in Exhibit A annexed hereto; and

WHEREAS, the Property includes an existing, vacant structure which the Agency desires to convert to veterans’ housing (the “**Project**”); and

WHEREAS, emergent circumstances have arisen which necessitate the immediate demolition of the top two floors of the structure; and

WHEREAS, such demolition is required to be undertaken immediately in order to safeguard public health and safety for a period to commence on December 23, 2015, completing on or before January 6, 2016; and

WHEREAS, the emergency demolition activities will include but not be limited to the hand demolition and removal of walls, masonry sections, sheetrock, floors, support structures, and other permanent fixtures; and

WHEREAS, said emergency demolition during the relevant period is anticipated to generate considerable waste, debris, refuse, and garbage, creating an emergency need for disposal; and

WHEREAS, the JCIA as the agency responsible for the disposal of waste in the City of Jersey City has agreed to assist the Agency by removing all debris, wreckage, rubbish and garbage resulting from the Agency's emergency demolition activities at the Project, during the relevant period, at no cost and without charge to the Agency; and

WHEREAS, the JCIA has further agreed to provide the Agency at no cost and without charge such receptacles, containers, dumpsters, bins or other holder to contain and hold all debris, wreckage, rubbish and garbage generated from the emergency demolition activities for removal by the JCIA, during the relevant period.

NOW THEREFORE, in consideration of the exchange of mutual premises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties acknowledge that emergency demolition at the Project is necessary to safeguard the public health and safety. .
2. Demolition activities will commence on or about December 23, 2015 and will continue until on or before January 6, 2016 ("**Period**").

3. The JCIA will assist the Agency and cooperate with the Agency's emergency demolition activities by removing all debris, wreckage, rubbish and garbage resulting from the Agency's emergency demolition activities at the Project, during the relevant period, at no cost and without charge to the Agency (together with Para. 4, collectively, the "Work").

4. The JCIA will further assist the Agency and cooperate with the Agency's emergency demolition activities by providing the Agency at no cost and without charge such receptacles, containers, dumpsters, bins or other holder to contain and hold all debris, wreckage, rubbish and garbage generated from the emergency demolition activities for removal by the JCIA, during the relevant period. Upon expiration of the relevant period, the JCIA agrees to promptly remove from the Property all equipment and all materials of any nature used in connection with the removal of debris, wreckage, rubbish and garbage generated from the emergency demolition activities. All activities undertaken by the JCIA on the Property shall be performed in a safe, good and workmanlike so as to ensure the safety of all persons at the Property, including but not limited to the Agency's authorized or duly designated agents, volunteers, employees, and contractors, in accordance with all applicable federal, state, county and municipal laws and in a manner designed to minimize the effect of such activity on other property owners in, on and around the Property and their respective tenants, licensees and occupants. All of the JCIA's agents, volunteers or employees performing the Project shall display proper identification at all times. Work shall be done so as to not create a hazard to pedestrians or vehicles

5. The Parties agree that this Cooperation Agreement gives the JCIA the right to perform the Work, but does not obligate the JCIA or impose a duty on the JCIA to

perform the Work defined herein..In the case of a notice, communication, or request to the Agency as follows:

- a. Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, New Jersey 07302
Attention: Executive Director

- b. In the case of a notice, communication, or request to the JCIA, as follows:

JERSEY CITY INCINERATOR AUTHORITY
Jersey City Municipal Services Complex
13 Linden Avenue East, Suite 300
Jersey City, New Jersey 07305-4726
Attn: Director

6. This Agreement may be executed in counterparts.
- 7.. This Agreement may only be amended or modified in a writing executed by the Parties.
8. All exhibits and recitals herein form a part of this Agreement.
9. This Agreement shall be interpreted pursuant to the laws of the State of New Jersey and each party irrevocably consents to the exclusive jurisdiction of the Superior Court of the State of New Jersey venue in Hudson County for any and all actions and proceedings under this Agreement.
10. To the extent permitted by law, the Parties hereby waive their rights to trial by jury for any litigation between the Parties arising out of or in connection with this Agreement.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS
AGREEMENT AS OF THE DATE FIRST WRITTEN ABOVE.**

WITNESS/ATTEST:

**JERSEY CITY REDEVELOPMENT
AGENCY, INC.**

By: _____
Name:: _____
Title: _____

WITNESS/ATTEST:

**JERSEY CITY INCINERATOR
AUTHORITY**

By: _____
Name:: _____
Title: _____

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

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

WHEREAS, at its meetings of May 20, 2014, November 18, 2014 and November 17, 2015 the Board of Commissioners authorized Contract No. 14-05-BD7 with MAST Construction, Inc.; and

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

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

WHEREAS, MAST Construction Services, Inc. has submitted a proposal for additional construction management services dated January 12, 2016 in the amount not to exceed \$51,675.00; and

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

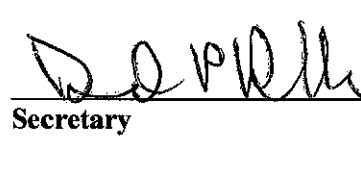
WHEREAS, The cost of this work will be funded by City Capital funds; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No. 14-05-BD8 with MAST Construction Services, Inc. in the amount not to exceed \$51,675.00 for a new contract amount not to exceed \$391,575.00 (attached) be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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


Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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

MAST

MAST CONSTRUCTION SERVICES, INC.

January 12, 2016

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

Re: Berry Lane Park Phase IV Site Improvements

Dear Mr. Delisle:

Please accept this letter as a request for additional services for the Berry Lane Park Phase IV Site Improvements Project for the months of January, February and March 2016.

MAST's services for full time supervision expired on December 31, 2015 and the remaining one (1) month of January 2016 was slated for closeout of the project at \$8,650.

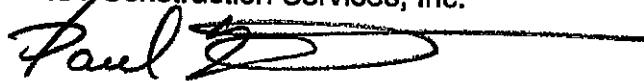
MAST is proposing a reduced monthly fee for the duration of January, February and March 2016 for three (3) months with the one (1) month of closeout fee from the original contract to follow for April 2016.

Phase	Duration (Months)	Fee Per Month	Total Fee
Reduced Construction Supervision added for January, February and March 2016	3	\$17,225	\$51,675
Closeout Phase for April 2016 (previously approved base contract)	1	\$8,650	
TOTAL			\$51,675

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

Sincerely,

MAST Construction Services, Inc.



Paul Skabich
 Project Executive

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CHANGE ORDER NO. 1 TO CONTRACT NUMBER 15-01-BD1
WITH FLANAGAN'S CONTRACTING GROUP, INC. FOR THE
PHASE IV SITE IMPROVEMENTS AT BERRY LANE PARK
WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, in order to carry out the Phase IV - Site Improvements for the Berry Lane Park Project, the Jersey City Redevelopment Agency entered into Contract Number 15-01-BD1 on February 17, 2015 with Flanagan's Contracting Group, Inc. ("Flanagan"), in the amount of \$7,035,616.00; and

WHEREAS, during the course of the work, unforeseen items were deemed necessary to be performed to complete the project; and

WHEREAS, Flanagan has submitted a request for a change order resulting in an increase for the additional work; and

WHEREAS, Agency staff and representatives from the Agency's Construction Manager, MAST Construction, and Engineer, Dresdner Robin Environmental Management, LLC have reviewed said request and have deemed it fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Change Order #1 to contract No.15-01-BD1 with Flanagan's Contracting Group, Inc. in the amount of \$44,759.43 is hereby authorized, resulting in a new contract amount of \$7,080,375.43.

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



SECRETARY

Certified to be a true and correct copy of the resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their meeting of January 19, 2016.

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.				✓
Donald R. Brown	✓			
John D. Petkanas	✓			
Russell J. Verducci	✓			

L:\AGENDA\JANUARY 2016\Change Order #1.FLANAGAN.BLP phase IV blb.wpd



AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address):
Berry Lane Park Phase IV
Jersey City Redevelopment Agency
66 York Street, Second Floor
Jersey City, NJ 07302

CHANGE ORDER NUMBER: 001
INITIATION DATE: January 15, 2016

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

TO CONTRACTOR (Name and address):
Flanagan Contracting Group, Inc.
90 Old Camplain Road
Hillsboro, NJ 08844

PROJECT NUMBERS: 15 / 01BD1
CONTRACT DATE: Feb. 17, 2015
CONTRACT FOR: General
Construction

THE CONTRACT IS CHANGED AS FOLLOWS:

Resulting in unforeseen changes per the following PCO's that have exceeded the project allowances and exceeding the Jersey City Police Traffic Control Allowance #4:

PCO #64, Berry Road inlet repair damaged by traffic for \$645.18
PCO #65, 2nd handling of historic fill loading from ROW for \$598.28
PCO #66, Repair of conduit along Berry Road damaged by others for \$148.20
PCO #71, Reshaping of tree pits along Berry Road for \$380.11
PCO #81, Berry Road Establishment of Clean Soil Cap from reclaimed property for \$16,425.03
PCO #82, Addition of storm inlet along 3rd base side of sidewalk for \$523.43
PCO #83, Addition of safety tile in Fitness Area for \$13,394.35
PCO #84, Removal of soil from illegal discharge area on Berry Road near existing building for \$3,768.26
PCO #85, Replacement of PSE&G site light bases for \$1,016.21
PCO #86, Relocation of temp. fence along Garfield Ave. for \$2,486.21
PCO #87, Additional asphalt removal from Berry Road for \$713.70
PCO #90, 2nd relocation of prior existing cobbles to Pavilion Area for \$1,253.47
Jersey City Police Traffic Control for \$3,407.00

The General Contractor reserves their right to any time increase in their contract at this time.

The original Contract Sum was	\$	7,035,616.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	7,035,616.00
The Contract Sum will be increased by this Change Order in the amount of	\$	44,759.43
The new Contract Sum including this Change Order will be	\$	7,080,375.43

The Contract Time will be increased by To Be Determined (TBD) days.

The date of Substantial Completion as of the date of this Change Order therefore is Nov. 2, 2015.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive..

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

MAST Construction Services, Inc.

CONSTRUCTION MANAGER (Firm name)

96 E. Main Street Little Falls, NJ 07424

ADDRESS

BY (Signature)

Paul Skabich

(Typed name)

DATE:

Flanagan's Contracting Group, Inc.

CONTRACTOR (Firm name)

90 Old Camplain Road Hillsborough, NJ 08844

ADDRESS

BY (Signature)

Robert Flanagan Sr.

(Typed name)

DATE:

Dresdner Robin

ARCHITECT (Firm name)

1 Evertrust Plaza Suite 901 Jersey City, NJ 07302

ADDRESS

BY (Signature)

(Typed name)

DATE:

Jersey City Redevelopment Agency

OWNER (Firm name)

66 York Street, 2nd Floor, Jersey City, NJ 07302

ADDRESS

BY (Signature)

Benjamin Delisle

(Typed name)

DATE:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE
AMENDMENT OF A LICENSE AGREEMENT WITH THE CITY OF
JERSEY CITY FOR ENTRY ONTO CITY-OWNED PROPERTY IN
BLOCK 18901 LOT 18, AND BLOCK 19803 LOTS 1 & 16-20 WITHIN
THE MORRIS CANAL REDEVELOPMENT AREA**

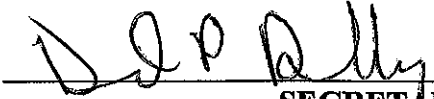
WHEREAS, the City of Jersey City (City) is the owner of certain property in Block 18901, Lot 18 and Block 19803, lots 1 & 16-20 (Berry Lane Park) within the Morris Canal Redevelopment Area; and

WHEREAS, the Agency executed a license Agreement with the City of Jersey City dated March 16, 2015 for access to City owned property at Berry Lane Park; and

WHEREAS, the Agency deems it necessary to amend the License Agreement with the City of Jersey City in order to continue access to the said properties; and

WHEREAS, said License Agreement will be for a term of one year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute an amendment to the license agreement substantially in the form attached, subject to the review and approval of the Agency's General Counsel.


SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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

LICENSE AGREEMENT

THIS AGREEMENT made this 16th day of March, 2015 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licenser") and Jersey City Redevelopment Agency (hereinafter referred to as "Licensee"), with offices at 66 York Street, 2nd floor, Jersey City, NJ 07302.

1. By this Agreement the City grants permission to the Licensee to enter onto property owned by the City which is designated on the City's tax map as the following (hereinafter referred to as the "premises"):

- Block 18901, Lot 18
- Block 19803, Lots 1, and 16-20
- Block 17301, Lot 10

2. Licensee will be conducting environmental testing, environmental remediation, design and construction work for Berry Lane Park. Licensee requests the City's permission to enter onto the premises that is located within Berry Lane Park for the purposes of completing the above referenced work. Licensee is permitted to enter the premises for the purposes described in this Agreement and subject to the terms and conditions of this Agreement which are set forth below.

a) The term of this License is for a period of twelve (12) months effective as of the date this Agreement is executed by City officials.

b) The Licensee shall be permitted to use the premises for the following activities:

(a) entering on the premises and conducting environmental testing, environmental remediation and design and construction work for Berry Lane Park.

Use of the premises for activities other than those listed above are permitted only upon the review and written approval of the City Architect.

3. The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Manager of Real Estate giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

4. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs

within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensee's use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

7. The permission to use the premises is not intended to grant permission to use unoccupied property not under the jurisdiction of the City, nor is it intended to relieve the Licensee from its responsibility to procure and maintain in effect all other requisite permissions and approvals.

8. The entire agreement between the City and Licensee is contained herein and no modifications hereof shall be effective unless in writing, signed by the party to be charged herewith.

9. City officials, officers, directors, employees or agents shall not be charged personally with any liability under any term or provision of this agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

10. The Licensee's use of the premises shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use.

11. The City shall not be responsible for any loss or theft sustained by the Licensee during its use of the premises.

12. The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will

supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor.

13. The Licensee's use of the premises shall be in accordance with all applicable federal, state, county, and City laws and regulations including but not limited to health ordinances and regulations of the City of Jersey City which are applicable to the intended use of the premises by the Licensee.

14. All equipment installed or used by the Licensee in connection with its use of the premises that may be removed without damage to the Licensor's premises shall be deemed to be the property of the Licensee and shall be removed by it at the termination of the agreement, or not later than two (2) weeks thereafter. In the event that the same is not removed, the same shall be deemed abandoned and the Licensor shall have the right to dispose of the same and charge the Licensee for any cost of disposing thereof.

15. The Licensee shall provide in writing to the Licensor the name of one (1) authorized representative of the Licensee who shall be responsible for adherence to the terms and conditions of the Agreement before, during and after the effective date of this Agreement. No other persons are to speak or act for the Licensee.

16. All Notices between the parties hereto shall be addressed and delivered to the following:

Licensor: Robert Kakoleski
Business Administrator
City Hall
280 Grove Street
Jersey City, NJ 07302

with a copy to the City Engineer.

Licensee: Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302

17. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and the contractors or agents of Licensee. The Licensee shall not assign this Agreement, or any part thereof, or occupy the property for any other reason

or reasons than herein stipulated in this Agreement, under penalty of damages.

18. All of the above terms and conditions shall be binding on the Licensee, Licensors and all other parties connected with the event for which the premises are herein licensed. Any and all violations of the terms and conditions of the said Agreement shall be considered just cause for immediate termination and cancellation of the Agreement.

19. This Agreement, when properly executed, shall be binding upon the parties hereto and their respective successors and assigns.

20. This Agreement shall terminate twelve (12) months after it is executed by City officials.

Please indicate the Licensee's acceptance of the foregoing by signing and dating the duplicate originals hereof.

AGREED to this 16th day of March, 2015

JERSEY CITY REDEVELOPMENT
AGENCY
(Licensee)

By: 

David P. Donnelly
Executive Director

Attest: 

BARBARA A. AMATO
NOTARY PUBLIC OF N.J.
MY COMMISSION EXPIRES

JMcK 2/18/2015 AUGUST 04, 2016

CITY OF JERSEY CITY

By: 

Robert Rakoleski
Business Administrator

Attest: 

Robert Byrne
City Clerk

FIRST AMENDMENT TO A LICENSE AGREEMENT EXECUTED BY THE CITY OF
JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY

THIS FIRST AMENDMENT AGREEMENT is made this _____ day of _____, 2016 between the City of Jersey City, a municipal corporation of the State of New Jersey (hereinafter referred to as "City" or Licensor") and Jersey City Redevelopment Agency (hereinafter referred to as "Licensee"), with offices at 66 York Street, 2nd floor, Jersey City, NJ 07302.

By this First Amendment Agreement, the City and Licensee agree to amend the License Agreement authorized by City Resolution 15.122 on February 25, 2015 and executed by the City and the JCRA on March 16, 2015 as follows:

1. Section 2(a) is stricken and amended to read as follows:

"The term of this License is for a period of twenty-four (24) months effective as of the date this Agreement is executed by City officials."

2. The first instance of the word "Licensee" in section 2(b) is amended to read as "Licensee, their Agents and Designees."

3. Section 20 is stricken and amended to read as follows:

"This Agreement shall terminate on March 15, 2017."

AGREED to this _____ day of _____, 2016.

JERSEY CITY REDEVELOPMENT
AGENCY
(Licensee)

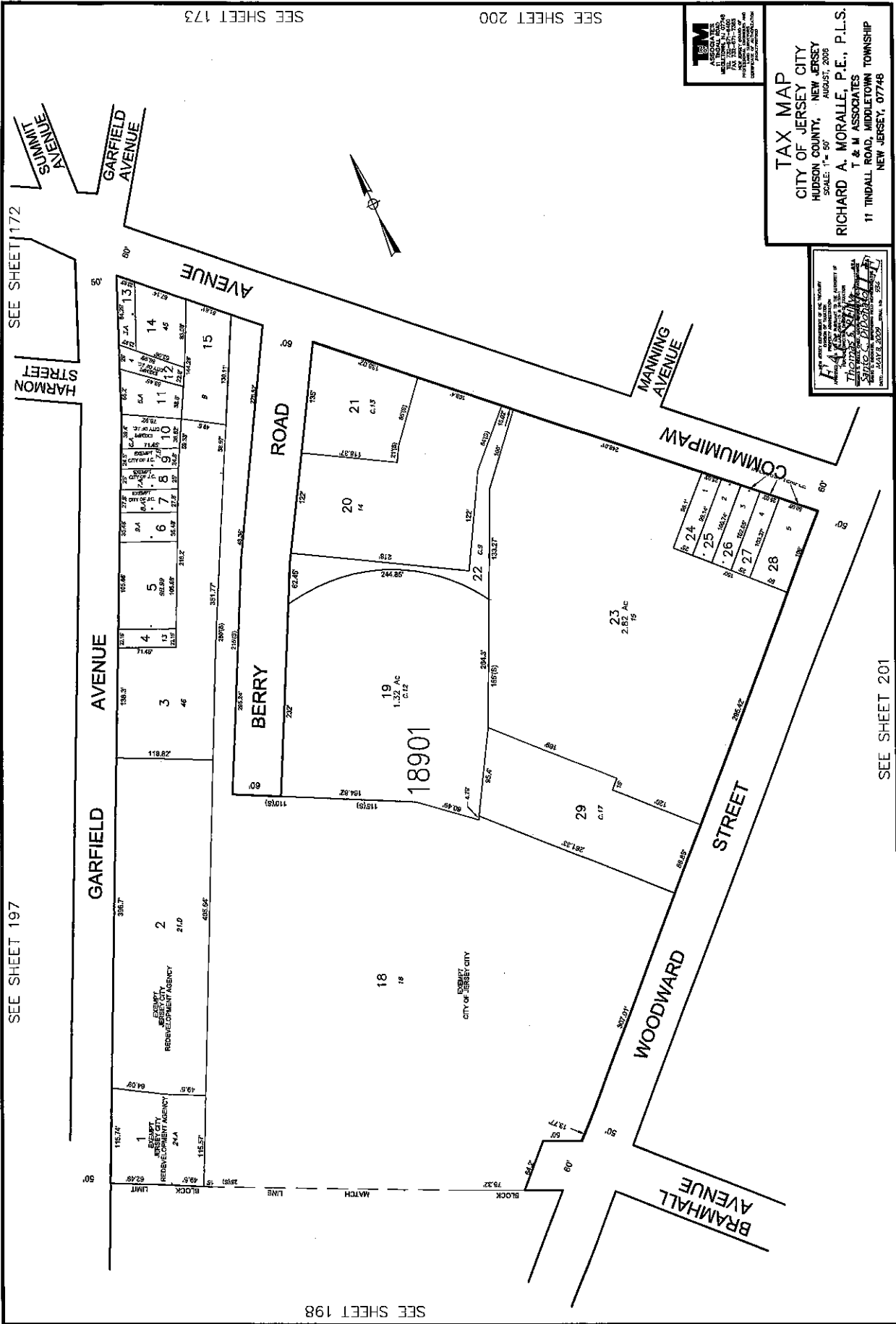
CITY OF JERSEY CITY

By: _____
David. P Donnelly
Executive Director

By: _____
Robert Kakoleski
Business Administrator

Attest: _____

Attest: _____
Robert Byrne
City Clerk



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AGREEMENT WITH PPG INDUSTRIES, INC. FOR ENTRY ONTO CITY-OWNED PROPERTY AT BLOCK 18901, LOTS 18; BLOCK 19803, LOTS 1 AND 16-20; BLOCK 17301, LOT 10 AND AGENCY OWNED PROPERTY AT BLOCK 18901, LOTS 1 AND 2; BLOCK 19803, LOTS 3-5, 8-15, AND 21 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City is the owner of certain property at Block 18901, Lot 18) (1 Berry Road) and Block 19803, Lots 1 and 16-20 (970-984 Garfield Avenue) and Block 17301, Lot 10 (460 Communipaw Avenue) (collectively the "City Property") with the Morris Canal Redevelopment Area; and

WHEREAS, the Agency is the owner of certain property at Block 19803, Lots 3-5, 8-15, and 21 (940-968 Garfield Avenue and 65-75 Woodward Avenue, respectively) and Block 18901 lots 1 and 2 (990-100 Garfield Avenue) within the Morris Canal Redevelopment Area (collectively the "Agency Property")(collectively with the City Property the "Properties"); and

WHEREAS, on March 16, 2015, the Agency executed a license agreement with the City of Jersey City for access to the City Property; and

WHEREAS, by Resolution dated January 19, 2016, the Agency's Board of Directors authorized the amendment and extension of the license agreement with the City for access to the City Property; and

WHEREAS, said license agreement permits the Agency or its duly designated agents or invitees to enter onto the City Property to perform environmental testing and cleanup for the Berry Lane Park project; and

WHEREAS, PPG Industries, Inc. a Pennsylvania Corporation (PPG), whose address is 1 PPG Place, Pittsburgh, Pennsylvania 15272, enter into an Administrative Consent Order (ACO) with the New Jersey Department of Environmental Protection (DEP), pursuant to which PPG would be required to perform certain testing, soil borings, groundwater testing and monitoring and remedial work; and

WHEREAS, PPG has requested the Agency's permission to access both Properties for the purpose of performing soil boring/probe hole investigation, performing ground water monitoring/testing, and performing remediation work if the Properties are found to be contaminated by chromium and require remediation; and

WHEREAS, the Agency desires to execute a License Agreement for a term of one year with PPG, to access the Properties for the aforementioned purposes.

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

- 1) The above recitals are set forth as if in length.
- 2) PPG, its contractors, and agents are authorized to enter the Properties for the purpose of performing the activities described in the License Agreement.
- 3) The License Agreement shall be substantially in the form attached for a term of one year.

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


SECRETARY

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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

ACCESS AGREEMENT

THIS AGREEMENT made on this ____ day of January, 2016 between the Jersey City Redevelopment Agency, having an address at 66 York Street, 2nd Floor, Jersey City, New Jersey 07302 (hereinafter referred to as "JCRA") and PPG INDUSTRIES, INC., a Pennsylvania corporation, having an office at 1 PPG Place, Pittsburgh, Pennsylvania 15272 ("PPG"). The JCRA and PPG may be hereinafter collectively referred to as the Parties.

WITNESSETH THAT:

WHEREAS, JCRA is the owner of certain real property located in the City of Jersey City, County of Hudson, State of New Jersey, specifically the following properties: : Block 19803, Lot 21 (commonly known as 942 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 21 (commonly known as Inside Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 9 (commonly known as 944 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 10 (commonly known as 946 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 15 (commonly known as 968 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 14 (commonly known as 966 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 16 (commonly known as 964 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 12 (commonly known as 960 – 958 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 11 (commonly known as 948 Garfield Avenue, Jersey City, New Jersey), Block 18901, Lot 2 (commonly known as 1000 Garfield Avenue, Jersey City, New Jersey), Block 18901, Lot 1 (commonly known as 990 Garfield Avenue, Jersey City, New Jersey), and Block 19803, Lot 3 (commonly known as 75 Woodward Street, Jersey City, New Jersey), Block 19803, Lot 4 (commonly known as 65 Woodward Street, Jersey City, New Jersey), and Block

19803, Lot 5 (commonly known as Woodward Street, Jersey City, New Jersey) (collectively, the "JCRA Properties"); and

WHEREAS, the City of Jersey City (the "City") is the owner of certain real property located in the City of Jersey City, County of Hudson, State of New Jersey, specifically the following properties: (A) Block 18901, Lot 18 (commonly known as 1 Berry Lane, Jersey City, New Jersey); (B) Block 19803, Lot 1 (commonly known as 984 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 20 (commonly known as 980 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 19 (commonly known as 978 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 18 (commonly known as 976 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 17 (commonly known as 972 Garfield Avenue, Jersey City, New Jersey), Block 19803, Lot 16 (commonly known as 970 Garfield Avenue, Jersey City, New Jersey); and (C) Block 17301, Lot 10 (commonly known as 460 Communipaw Avenue, Jersey City, New Jersey); (collectively, the "City Property" and hereinafter together with JCRA Properties referred to as the "Premises");

WHEREAS, the City of Jersey City and JCRA have entered into a License Agreement dated March 16, 2015, which was subsequently amended on January__ 2016, a copy of which is annexed hereto as Exhibit A (the "City License Agreement") which permits JCRA and its designated agents, servants, employees, contractors or invitees to enter onto the City Property to perform the work described therein;

WHEREAS, PPG has entered into an Administrative Consent Order ("ACO"), on July 19, 1990, with the New Jersey Department of Environmental Protection ("DEP"), and has also entered into a Partial Consent Judgment Concerning PPG Sites ("JCO"), effective as of June 26, 2009, with the DEP, the Administrator of the New Jersey Spill Compensation Fund and the City,

pursuant to which PPG may have to perform certain testing, monitoring and, if required, remedial work on and in the Premises (the "PPG Remedial Activities");

WHEREAS, pursuant to the ACO and JCO, PPG and its agents, employees, and independent contractors (hereinafter, "LICENSEE") must enter on, occupy, and use the Premises for the purpose of performing the PPG Remedial Activities relative thereto; and

WHEREAS, by way of this Agreement, the JCRA desires to grant LICENSEE permission to enter on, occupy, and use the Premises for the sole purpose of performing any and all PPG Remedial Activities relative thereto.

NOW, THEREFORE, in consideration of the promises, covenants and conditions hereinafter set forth and for the sum of ten (\$10.00) Dollars, paid in hand, receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. The above Whereas paragraphs are hereby incorporated below as if more specifically set forth herein.
2. JCRA hereby grants LICENSEE, Weston Solutions, Inc. ("Weston"), the DEP, the court-appointed site administrator and any designees thereof (the "Designees;" which, with Weston, and the DEP may be hereinafter collectively referred to as the "Court Licensee"), a non-exclusive, non-transferable, non-perpetual and revocable license to enter on, occupy, and use the Premises for the purpose of performing any and all environmental testing and, if required, remediation. JCRA shall take whatever reasonable steps are necessary to make the site accessible to LICENSEE and the Court Licensee.
3. The permission to use the Premises pursuant to this Agreement is limited to the property comprising the Premises only. This Agreement is not intended to grant LICENSEE or the

Court Licensee, permission to use unoccupied property not under the control of JCRA, nor is it intended to relieve PPG from its responsibility to procure, perform, and maintain in effect, all other requisite permissions, approvals and obligations, including but not limited to those required pursuant to the ACO, JCO, and local, county, state, and federal laws.

4. The term of this Agreement (the "Term") is for one year (the "Initial Term"), effective as of January 19, 2016.
5. LICENSEE shall provide written notice to JCRA, in accordance with the requirements of Paragraph 30 herein, five (5) days prior to its or the Court Licensee's initial entry upon the Premises pursuant to this Agreement. Such notice shall indicate the date of LICENSEE's and/or the Court Licensee's anticipated entry on the Premises.
6. PPG shall make all commercially reasonable efforts to perform the PPG Remedial Activities as efficiently and timely as feasible in accordance with the ACO, JCO, NJDEP regulations and any other applicable federal, state or municipal regulations at no cost to the JCRA. Materials and waste generated from the PPG Remedial Activities shall be removed and disposed of in accordance with the ACO, the JCO and all other applicable local, county, stated and federal requirements and the JCRA shall not be deemed generators of any such waste.
7. Concurrent with PPG submissions to the Site Administrator and/or the New Jersey Department of Environmental Protection of Reports, correspondence or any other information relating to the PPG Remedial Activities, PPG shall provide the JCRA with copies of such submissions. In addition, within five (5) days of receipt of any such correspondence or information, PPG shall provide the JCRA with copies of all correspondence regarding the PPG Remedial Activities received from the Site

Administrator, DEP or any other federal state, or local government entity.

8. INTENTIONALLY OMITTED.

9. INTENTIONALLY OMITTED.

10. For all post-PPG Remedial Activities, including any long term maintenance and monitoring requirements or any additional Remedial Activities, any damage to the Premises from the entry, occupancy and/or use of the Premises by PPG will be repaired by PPG at its own cost and expense. PPG shall timely notify The JCRA no later than three (3) business days after such damage occurs.

11. LICENSEE shall provide to JCRA (within thirty (30) days of LICENSEE's own receipt and/or provision, as applicable) copies of the following: (a) all validated sampling data for the Premises; and (b) copies of all reports and correspondence filed with and/or made to or with the DEP relative to the Premises.

12. Any damage to the Premises from the entry upon, occupancy or use of the Premises by LICENSEE or the Court Licensee will be repaired by LICENSEE at its own cost and expense. If LICENSEE fails to make any such repairs within thirty (30) days after being requested in writing to do so, JCRA shall have the right, but not the obligation, to make such repairs and LICENSEE agrees to reimburse JCRA for any and all reasonable costs and expenses thereof within thirty (30) days of LICENSEE's receipt of an invoice therefore. For the avoidance of any doubt, LICENSEE's obligation to perform the aforementioned repairs shall include, but shall not be limited to (a) the restoration of any of the Premises (upon completion by LICENSEE of the testing, monitoring, and, if required, remediation activities) as a result of LICENSEE's digging of any wells or

performing any borings (provided that DEP has not required that such wells or borings be left undisturbed); (b) the restoration of any wells of JCRA that were disturbed by LICENSEE; and (c) the restoration of any landscaping on the Premises to its condition prior to the commencement of any work by LICENSEE.

13. PPG shall not bring hazardous substances on the Premises except for materials needed to perform the PPG Remedial Activities (e.g., analytical sampling materials, truck and equipment fuels, and decontamination materials). PPG shall remove from the Premises as expeditiously as feasible any hazardous substances brought onto the Premises for PPG Remedial Actions.
14. All PPG Remedial Activities performed on the Premises shall be at the sole cost and expense of PPG. PPG shall not permit or allow any lien on the Premises arising as a result of PPG Remedial Activities.
15. LICENSEE agrees to assume any and all risk of entry, loss or damage of any kind whatsoever to property or injury to, or death of, including wrongful death, persons arising out of LICENSEE's or the Court Licensee's entry upon, occupancy or use of the Premises pursuant to this Agreement. LICENSEE further agrees to indemnify and hold harmless JCRA, its officers, directors, employees and agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit (collectively, "Claims"). PPG's obligation to defend, indemnify, hold harmless and release shall apply whether or not such claims allege participation in the violation or noncompliance by The JCRA and/or active or passive negligence by The JCRA due to

The JCRA's status as landowner and/or The JCRA allowing access pursuant to this Agreement. If so directed, LICENSEE shall, at no cost or expense to JCRA, defend JCRA against such Claims, in which event LICENSEE shall not, without obtaining express permission in advance from JCRA, raise any defense that LICENSEE or Court Licensee is entitled to immunity based upon LICENSEE's performance of work on JCRA owned property pursuant to this Agreement. LICENSEE's indemnification obligations pursuant to this paragraph and its assumption of risk of loss or damage, pursuant to this paragraph, from Claims resulting from LICENSEE's or the Court Licensee's entry upon, occupancy of or use of the Premises pursuant to this Agreement shall continue after the expiration or termination of this Agreement with respect to any liability, loss, expense, damage, or Claim resulting from acts occurring prior to such expiration or termination.

16. In connection with LICENSEE's and the Court Licensee's use of the Premises as provided for herein, LICENSEE shall keep all improved and open public streets free and clear of obstructions and shall not interfere with their use, except as otherwise authorized by the City pursuant to the issuance of a valid road permit and/or the granting of any other approval(s) required.
17. LICENSEE represents, warrants and agrees that it is self-insured and shall maintain on behalf of JCRA corporate liquidity in sufficient form and amount to support the contractual obligations assumed by LICENSEE in this Agreement, including but not limited to those set forth in Paragraph 8 of this Agreement. Notwithstanding the foregoing, prior to LICENSEE or the Court Licensee entering upon, occupying or using the Premises pursuant to this Agreement, LICENSEE shall provide JCRA proof of the aforementioned insurance which shall, at a minimum, provide coverage for property

damage, comprehensive general liability, worker's compensation, contractor's pollution liability insurance and automobile liability insurance in an amount required by statute, but in any event not less than One Million Dollars (\$1,000,000) and shall insure JCRA, as an additional insured; a copy of such policy with the appropriate endorsements, shall be provided to JCRA by LICENSEE prior to LICENSEE's or the Court Licensee's entry upon, occupancy or use of the Premises. Furthermore, notice of all accidents or injuries to persons or any damages to property occurring as a result of, or in connection with, LICENSEE's or the Court Licensee's entry, occupancy or use of the Premises shall be provided to JCRA by the end of the next business day following its occurrence, and pursuant to Paragraph 23; LICENSEE shall work reasonably diligently to provide JCRA with all information related to such accident, damage or injury and to complete all forms reasonably required by JCRA in connection with any such accident, injury or damage.

18. In addition to the requirements and restrictions set forth herein, LICENSEE's and the Court Licensee's entry, occupancy or use of the Premises shall be in accordance with all applicable federal, state, county, and local laws and regulations including but, not limited to, the NJDEP "Technical Requirements for Site Remediation", health ordinances and regulations of the City which are applicable to the entry, occupancy or use of the Premises by LICENSEE and the Court Licensee. PPG shall conduct all PPG Remedial Activities and associated activities on the Premises in a workmanlike manner in accordance with standards customarily employed in the industry.

19. During the Term of this Agreement, LICENSEE shall accept sole responsibility for the Court Licensee's and its equipment and supplies on the Premises at no cost to JCRA. JCRA shall not be responsible for any loss or theft of LICENSEE or Court Licensee

property sustained by LICENSEE or the Court Licensee during their entry, occupancy or use of the Premises. LICENSEE further acknowledges and agrees that JCRA shall not provide any security, or accept any liability, for any property of LICENSEE or the Court Licensee on the Premises.

20. All equipment installed or used by LICENSEE in connection with its entry, occupancy or use of the Premises pursuant to this Agreement that may be removed without damage to the Premises shall be deemed to be the property of LICENSEE and shall be removed by LICENSEE no later than two (2) weeks after the termination or expiration of this Agreement. In the event that the same is not so removed, it shall be deemed abandoned and JCRA shall have the right, but not the obligation, to dispose of the same and charge LICENSEE for any reasonable disposal costs relative thereto. Payment of any such costs shall be made by PPG within thirty (30) days of receipt of a request from JCRA for such payment.

21. If any remediation is required on the Premises, LICENSEE shall provide JCRA with notice (pursuant to Paragraph 30) of the desired commencement date of such required work thirty (30) days prior to it being performed. Such notice shall include a workplan detailing the work to be performed. PPG agrees to coordinate and work cooperatively with JCRA regarding the JCRA's or any other third party's performance of any additional remediation being conducted on the Premises.

22. LICENSEE agrees that it shall be considered an invitee of JCRA under the City License Agreement and that the terms of LICENSEE's entry upon, occupancy of, or use of the City Property pursuant to this Agreement is subject to the terms and conditions of the

City License Agreement. In the event the City terminates the City License Agreement, LICENSEE's and the City Licensee's right to enter upon, occupy, or use the City Property pursuant to this Agreement shall automatically terminate without the need for additional action on the part of either party.

23. Nothing herein contained shall be understood or construed to create or grant any third party benefits, rights or property interest unless the person claiming such rights is identified herein and the rights claimed are expressly set forth herein.

24. INTENTIONALLY OMITTED.

25. JCRA reserves all of its rights of entry, use, development and possession that it may have with regard to the Premises, including, but not limited to, its rights relating to the inspection, repair, and maintenance of any utilities on the Premises and its rights to enter, use, develop and possess the Premises for any public use or purpose.

26. By way of this Agreement, the parties intend only to create a non-exclusive, non-transferable, non-perpetual and revocable license and not to convey a lease, easement or any other interest or estate in or running with the land. It is specifically agreed and understood that LICENSEE and the City Licensee will not acquire any prescriptive interest or rights whatsoever to the Premises under this Agreement other than those rights provided expressly herein.

27. The entire agreement between JCRA and LICENSEE is contained herein and no modifications hereof shall be effective unless in writing, signed by both parties.

28. JCRA's officers, directors, employees and agents shall not be charged personally with

any liability under any term or provision of this Agreement or because of its execution or attempted execution or because of any breach or alleged breach thereof.

29. Prior to the LICENSEE's or the City Licensee's entry upon, occupancy or use of the Premises, LICENSEE shall provide in writing to JCRA the name and contact information of one (1) LICENSEE representative who shall be the main contact person for all LICENSEE communications by and between LICENSEE and JCRA (the "LICENSEE Contact Person"). If LICENSEE shall need to change the LICENSEE Contact Person, LICENSEE shall provide JCRA notice (pursuant to Paragraph 30) at least five (5) business days prior to such required change and the name and contact information for a new LICENSEE Contact Person shall be provided in said notice. LICENSEE agrees that substantially all LICENSEE communications made concerning this Agreement to and with JCRA and concerning the work performed by LICENSEE hereunder shall be made by the LICENSEE Contact Person. As of the date of this Agreement, PPG hereby designates Mark Terrill as the first LICENSEE Contact Person. The LICENSEE Contact Person shall be responsible for the following:

a. At least 60 days prior to the end of each Term, commencing with the end of the initial Term, PPG shall provide JCRA with written reports describing all activities which have occurred on the Premises during the prior one year period and which are scheduled to occur during the subsequent one year period, in accordance with the notice provisions of paragraph 30 herein. Such reports may reference and/or rely on any documents submitted or that may be submitted in the ACO/JCO process, or otherwise, during such period. To the extent that such reports or documents were not independently provided to JCRA, PPG shall

attach same to the subject report.

b. PPG shall make all reasonable efforts to advise JCRA in advance, of any meetings of which PPG will be a participant with DEP, Court Licensee and/or any members of the community relating to the PPG Remedial Activities or associated activities relating to the Premises and JCRA shall reserve the right to attend any such meetings or send a representative to attend same.

30. All Notices (unless other specified) between the parties hereto shall be addressed and delivered to the following:

JCRA:

David P. Donnelly
Executive Director
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302

for notice of entry:

Ben Delisle
Director of Development
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, NJ 07302
delisleb@jcnj.org

LICENSEE:

Brian McGuire
Manager, Environmental Projects
PPG Industries, Inc.
P.O. Box 2009
4325 Rosanna Drive
Allison Park, Pennsylvania 15101-2009

with copies to:

LeClairRyan
Attn: Joseph F. Lagrotteria, Esq.

One Riverfront Plaza
1037 Raymond Boulevard
LeClairRyan
Newark, New Jersey 07105

31. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and their respective successors, agents, and employees, and independent contractors. LICENSEE shall not assign this Agreement, or any part thereof, or enter, occupy or utilize the Premises for any other reason(s) than those specifically stipulated within this Agreement. Violation of the provisions of this paragraph shall constitute a default of the terms of this Agreement and shall entitle JCRA to immediately terminate the Agreement by providing written notice to LICENSEE (pursuant to Paragraph 30).
32. Any and all violations by LICENSEE of the terms and provisions of this Agreement, the ACO or the JCO shall constitute a default and material breach of the terms of this Agreement and shall entitle JCRA to immediately terminate the Agreement by providing written notice to LICENSEE (pursuant to Paragraph 30).
33. Termination of this Agreement pursuant to the terms thereof shall not relieve PPG of any liabilities or obligations which stem from its use or occupancy of the Premises pursuant to this Agreement, the ACO, the JCO, and/or any other requirements of the NJDEP.
34. This Agreement, when properly executed, shall be binding upon and inure to the benefit of the parties hereto and their successors, agents, employees, and independent contractors. PPG shall not assign this Agreement, or any part thereof, or enter, occupy and/or utilize the Premises for any other reason(s) than specifically stipulated within this Agreement. Violation of the provisions of this Paragraph shall constitute a default of the

terms of this Agreement and shall entitle The JCRA to immediately terminate the Agreement by providing written notice to PPG.

35. Any and all terms and provisions of this Agreement shall be binding on PPG, the Court Licensee, the JCRA and all other parties connected with the purposes for which the Premises are herein licensed. Any and all violations by PPG and the Court Licensee of the terms and provisions of this Agreement, the ACO and/or the JCO shall constitute a material breach of the terms of this Agreement and shall entitle the JCRA to immediately terminate the Agreement upon oral notice to PPG, followed by written confirmation of such notice within 48 hours. Notwithstanding, PPG shall be permitted thirty (30) days following receipt of the aforementioned written notice to cure the material breach. When PPG has cured such material breach, such notice shall be rescinded and PPG and its representatives may access the Premises in accordance with the terms of this Agreement.

36. This Agreement is not, nor shall the same constitute or be construed as an admission or acknowledgment of responsibility or liability by any party hereto, nor a waiver of any defense by any party hereto, relating to the presence of any material and/or substance at, on, or under the Premises or on lands or in the waters of the State of New Jersey under, on or off, the Premises. Furthermore, nothing contained herein shall be deemed a waiver by JCRA or PPG of any rights or remedies, whether arising under common law or statutory law including, but not limited to the New Jersey Spill Compensation Act, N.J.S.A 58:10-23.11 *et seq.* and the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*

37. Execution of this Agreement shall not constitute a waiver by JCRA of its right to oppose or contest any remediation, restoration, backfill and/or final elevation of the Premises proposed by PPG. For any excavation or remedial work performed by PPG, PPG agrees to backfill and meet the final elevation of the Premises in accordance with the the final Berry Lane Park plans prepared by JCRA's consultant, Dresdner Robin. Nothing herein shall be deemed to imply that The JCRA has, or will, consent to a deed notice or other similar instrument regarding the Premises.
38. The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such parties for the purpose of duly binding the parties to this Agreement.
39. PPG may not assign this Agreement without The JCRAs' consent. The JCRA may assign this Agreement without PPG's consent.
40. This Agreement may be executed in counterparts, which executed counterparts, when taken together, shall constitute one document.

[The remainder of the page is intentionally left blank.]

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

WITNESS:

**JERSEY CITY
REDEVELOPMENT AGENCY**

By:

**Name: David P. Donnelly
Title: Executive Director**

ATTEST:

PPG INDUSTRIES, INC.

By:

**Name:
Title:**

EXHIBIT A

(City License Agreement)