

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
EXTENDING THE DESIGNATION OF MYNENI
PROPERTIES, LLC AS REDEVELOPER OF PROPERTY
LOCATED IN THE WATER STREET REDEVELOPMENT
AREA**

WHEREAS, at its meeting of August 15, 2015 the Board of Commissioners designated Myneni Properties, Inc. (Mr. Mohan Myneni) as Redeveloper of property in the Water Street Redevelopment Area; and

WHEREAS, said designation was for Block 20403, Lot 2 a/k/a 11 Bennett Street; and

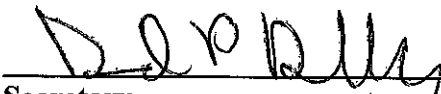
WHEREAS, the project will be developed in conjunction with Block 20403, Lot 1 and will contain a mixed use development of approximately 120 residential units and ground floor commercial; and

WHEREAS, Agency Counsel and Counsel for Myneni Properties have been working diligently to finalize the Redevelopment Agreement; and

WHEREAS, Agency Counsel and staff deem it appropriate to extend the designation for a period of 60 days to expire on March 31, 2016 with an additional 30 day extension at the sole discretion of the Agency's Executive Director.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the designation of Myneni Properties, LLC for property located at Block 20403, Lot 2 be and is hereby extended for 60 days to expire on March 31, 2016; and 3) the Executive Director is hereby authorized to extend the designation herein granted for an additional 30 day period.

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


Secretary

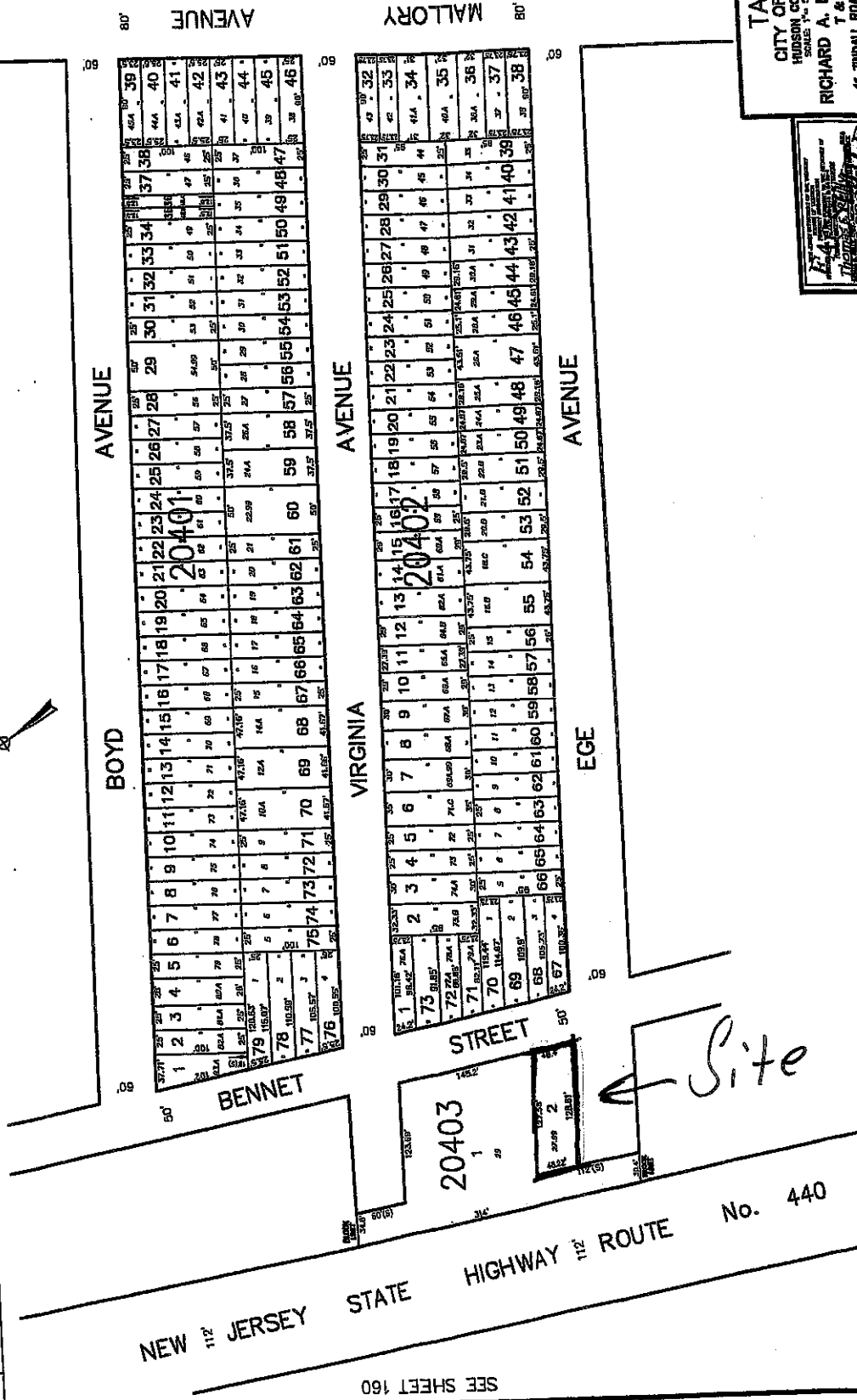
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 19, 2016.

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	✓			

SEE SHEET 191



DATE	REVISIONS	BY	CHK



SEE SHEET 160

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SHEET 1-207
RICHARD A. MORALLE, P.E.
T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07746



THIS MAP HAS BEEN DRAWN USING CURRENT DATA AND INFORMATION (GRAPH) AND CURRENT ENGINEERING.

SEE SHEET 207

**Regular Meeting
January 19, 2016**

AGENDA

Miscellaneous

- Board authorization is requested to amend Contract no. 15-06-BD7 with

Adams, Rehmann & Heggan Associates (ARH) for professional environmental services for the Morris Canal Greenway – Country Village Section on 457 Danforth Avenue (Block 26704, Lot 5), Block 26704, Lot 4, Morris Canal Bed (Block 27804, Lot 13), Morris Canal Bed (Block 28401, Lot 40). ARH will conduct a Phase II Environmental Site Investigation on the property. Said contract amendment will be for \$31,800.00 for a new contract amount not to exceed \$38,800.00. A copy of the proposal is attached.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 15-06-BD7 WITH ADAMS
REHMANN & HEGGAN ASSOCIATES FOR PROFESSIONAL
ENVIRONMENTAL SERVICES.**

BEN DELISLE

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 15-06-BD7 WITH
ADAMS REHMANN & HEGGAN ASSOCIATES FOR
PROFESSIONAL ENVIRONMENTAL SERVICES.**

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 June 16, 2015 the Board of Commissioners authorized Contract No. 15-06-BD7 with Adams, Rehmann & Heggan Associates; and

WHEREAS, the Agency desires to conduct an environmental PA/phase 1 assessment on Block 26704, Lot 5, Block 26704, Lot 4, Block 27804 Lot 13, Block 28401, Lot 40 as part of the Morris Canal Greenway section through Country Village; and

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

WHEREAS, ARH has submitted a proposal for environmental services dated January 18, 2016 in the amount not to exceed \$31,800.00 (attached); and

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

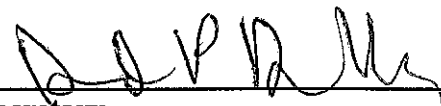
WHEREAS, funds for the work will be provided by a Hazardous Assessment grant awarded to the Agency by the US Environmental Protection Agency; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No. 15-06-BD7 with Adams, Rehmann & Heggan Associates in the amount not to exceed \$31,800.00 for a new contract amount not to exceed \$38,800.00 (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.

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 Verducci	✓			

arh adams, rehmann & heggan
ENGINEERS associates, inc.
SURVEYORS
PLANNERS

Via Email: delisleb@icnj.org

January 18, 2016

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

Re: *Phase II/ Site Investigation*
Morris Canal Bed Parcels
Jersey City, NJ
ARH #50-52443

Dear Mr. Delisle:

In connection with the *Preliminary Assessment / Phase I Environmental Site Assessment Report* prepared by Adams, Rehmann & Heggan Associates, Inc. (ARH) for the referenced project and your recent request, the following proposal is provided for the recommended site investigative (SI) activities specific to the areas of concern (AOCs) noted below.

- Historic Fill (AOC C)
- Monitoring Well (AOC E)
- Off-site Contaminant Sources (AOC F)
- Deed Notice Area (AOC G)
- Underground Utilities (AOC H)

It is understood that this work is being funded by USEPA and, as such, it needs to include the preparation of a Quality Assurance Project Plan (QAPP) and associated Sampling Plan. It is also understood that the Jersey City Redevelopment Agency (JCRA) does not intend to retain a State Licensed Site Remediation Professional (LSRP) at this point in the project; but that the project should be completed in such a way that an LSRP could be retained in the future to make the requisite NJDEP submittals. The proposed work scope is described as follows:

Task 1: QAPP/ HASP/ Sampling Plan

As appropriate, ARH will prepare a Quality Assurance Project Plan (QAPP) for this phase of the project that complies with USEPA guidance. The QAPP will present in specific terms the policies, organization, objectives, functional activities and specific quality assurance/quality control (QA/QC) activities involved with the acquisition of environmental information designed to achieve the data quality goals or objectives of the specific project. Coupled with the QAPP, ARH will develop a Sampling Plan which will detail the proposed sample locations, depths, analytical parameters, etc.

ARH will also prepare a site-specific Health & Safety Plan (HASP). The HASP will describe the safety procedures and requirements for routine but hazardous construction tasks (i.e., soil borings, sampling, etc.) that disturb contaminated media (i.e., groundwater, soils, etc.) and project related emergencies at the project site.

Sr. Proj. Engineer (8 hrs @ \$135):	\$1,080
Assoc. Envr. Engineer (23 hrs @ \$80):	\$1,840
Admin. Items (LS):	\$30
Task Total:	\$2,950

Task 2: OPRA File Reviews

In an effort to further assess the 'known' contaminated properties situated off-site from but in close proximity to the subject property (AOC F), ARH will file an Open Public Records Act (OPRA) request with NJDEP. This request will be an effort to review the NJDEP files for the following two cases and obtain copies of select documents pertinent to the subject property:

- As reported previously, a single stick-up groundwater monitoring well was identified on the subject property, specific to Block 28401, Lot 40. This well (AOC E) was installed to monitor the groundwater impacts and associated classification exception areas (CEAs) at an adjacent property, identified as Eastern of New Jersey (a.k.a., Version Work Center or Jersey City Work Center), and located at 261 Cluster Avenue. The two CEAs were established for Benzene, MTBE, Non-carcinogen Synthetic Organic Chemicals, TBA, Toluene, and Xylene. As such, an OPRA request will also be filed with NJDEP for this case (PI #023235 and/or 008025).
- Also as reported previously, a Deed Notice (AOC G) for the engineering controls installed to 'contain' chromium contamination and institutional restrictions concerning the property use was identified for the Hudson County Chromate Site #153 located adjacent to the subject property. The Deed Notice (dated November 11, 2010) and associated restrictions/ controls were constructed by Honeywell International Inc.; consist of clean fill, vegetative cover and pavement cap; and extend onto the subject property. As such, an OPRA request will also be filed with NJDEP for this case (PI #G000008767).

The estimated cost associated with this task assumes that two separate OPRA requests will be filed with NJDEP; and that ARH staff will be able to schedule and conduct on-site (Trenton, NJ) reviews of the files at the rate of two cases per day. Additionally, it is assumed that the NJDEP copy costs will be limited to \$100 per case. The data/ information obtained by ARH will then be assessed in an effort to determine what impacts (if any) each case will have on the subject property.

Sr. Proj. Engineer (2 hrs @ \$135):	\$270
Assoc. Envr. Engineer (22 hrs @ \$80):	\$1,760
NJDEP copy fees (2 cases @ \$100):	\$200
Admin. Items (LS):	\$45
Task Total:	\$2,275

Task 3: Geophysical Survey

Coordinated through ARH, a private utility mark-out will be completed by Subsurface Environmental Technologies (or equal) in an effort to more accurately locate the underground utilities (AOC H) that may be located within the specific work areas. This task will be accomplished by employing a ground penetrating radar (GPR) unit. In addition to utilizing GPR, the subsurface evaluation will also include electro-magnetics (EM) to help confirm the presence/absence of any such subsurface features that may be identified. Note that this task is not geared towards mapping the underground infrastructure along the entire $\pm 2,900$ lineal feet of the subject property's corridor; and assumes that the task can be completed in one (1) 8-hour day.

Sr. Proj. Engineer (3 hrs @ \$135):	\$405
Assoc. Envr. Engineer (14 hrs @ \$80):	\$1,120
GPR Equipment & Operator (1 day):	\$1,650
Task Total:	\$3,175

Task 4: Soil Sampling & Analysis

In an effort to assess the soil quality with respect to the historic fill (AOC C) mapped on-site by NJDEP and other potential impacts to the subject property from local sites known to be contaminated, ARH will contract directly with Environmental Investigations (or equal) to advance up to ten (10) soil borings on-site. These boring will be located somewhat randomly, every ± 300 lineal feet along the subject property's corridor; noting that no disturbance/ sampling is proposed for the Deed Notice (AOC G) area that extends onto the property from the Hudson County Chromate Site #153.

These borings will be advanced to a maximum depth of ± 20 feet; and continuously screened in the field with a photo-ionization detector (PID) to bias the collection of discrete soil samples from the most impacted depth interval. If the client specifically requests the soil from each boring be composited for analysis, it will be done so in the field at no additional cost. The samples collected, one from each boring, will be analyzed by a State certified laboratory for the following parameters in accordance with the State's *Technical Requirements for Site Remediation* (NJAC 7:26E):

- USEPA's Target Compound List (TCL) plus forward library searches for tentatively identified compounds (TICs), inclusive of volatile organics (VOs), semi- volatile organics (SVOs), pesticides, PCBs, and cyanides;
- USEPA's Target Analyte List (TAL) metals;
- hexavalent chromium;
- extractable petroleum hydrocarbons (EPH);
- and corrosivity (pH).

Any samples in which hexavalent chromium is detected may require additional analyses, which would be considered extra work and invoiced as such.

The estimated cost associated with this task assumes that the on-site work can be completed in one (1) 8-hour day. If the scope differs from that proposed, then the total cost will need to be adjusted accordingly.

Sr. Proj. Engineer (12 hrs @ \$135):	\$1,620
Assoc. Envr. Engineer (14 hrs @ \$80):	\$1,120
Geoprobe & Operator (1 day):	\$1,750
Equipment Rentals (1 day)	\$285
Lab Services (10 samples @ \$785)	<u>\$7,850</u>
Task Total:	\$12,625

Task 5: Groundwater Sampling & Analysis

In addition to the soils investigation task described above, three of the borings will be provided with a temporary monitoring well so as to assess groundwater quality, which is assumed to exist at a depth no greater than 15 feet. If groundwater is determined to exist on-site at a depth greater than 15 feet, then the scope will need to be modified and the additional cost will be invoiced accordingly.

The temporary monitoring wells will be installed and then removed from the site the same day after sampling. Before sampling, each well will be purged to a turbid-free state (if possible). The samples collected, one from each well, will be analyzed by a State certified laboratory for the same parameters noted in Task 4 above, but using select ion monitoring (SIM) as needed.

The estimated cost associated with this task assumes that the on-site work can be completed in one (1) 8-hour day. If the scope differs from that proposed, then the total cost will need to be adjusted accordingly.

Sr. Proj. Engineer (4 hrs @ \$135):	\$540
Assoc. Envr. Engineer (14 hrs @ \$80):	\$1,120
Geoprobe & Operator (1 day):	\$1,750
Equipment Rentals (1 day)	\$90
Lab Services (3 samples @ \$750)	<u>\$2,250</u>
Task Total:	\$5,750

Task 6: Summary Report (Draft)

During completion of the work, ARH will provide required oversight and administrative functions for the subcontracted professionals and owners/ occupants of the property. The work also includes preparation of equipment; travel to and from the project site; and cleaning, decontaminating, and recalibrating of sampling/testing equipment. It also includes all items to ensure that the quality assurance / quality control (QA/QC) requirements for all samples are satisfied and that all NJDEP guidelines for collection, preservation, and transport of samples for analysis are followed as outlined in their *Field Sampling Procedures Manual*.

Upon conclusion of the investigative tasks, ARH will prepare/ submit a draft Site Investigation Report detailing the results of the sampling activities conducted on-site. This report will in narrative form detail all work conducted in relation to this phase of the project, including the results of all laboratory analyses and field screenings. The report will clearly and concisely

display all pertinent data and information in tables and figures that will assist in the understanding of the investigative findings. Quality assurance and quality control documentation, typically required by NJDEP, will also be included.

Sr. Proj. Engineer (13 hrs @ \$135):	\$1,755
Assoc. Envr. Engineer (22 hrs @ \$80):	\$1,760
Admin. Items (LS):	<u>\$35</u>
Task Total:	\$3,550

Task 7: Summary Report (Final)

ARH will incorporate any comments from the JCRA on the draft report into a final Site Investigation Report. Also, an electronic data submission (EDS) will also be prepared for NJDEP for the sampling data collected. As part of the EDS, the X and Y coordinates (i.e., latitude and longitude) generated during the survey work will be assigned to each of the parameters reported by the laboratory and all of the data along with other required information pertinent to the project will be appropriately formatted on a computer diskette.

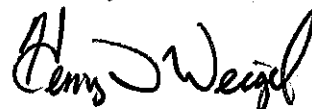
Sr. Proj. Engineer (4 hrs @ \$135):	\$540
Assoc. Envr. Engineer (11 hrs @ \$80):	\$880
Admin. Items (LS):	<u>\$55</u>
Task Total:	\$1,475

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A Price Form, summarizing the costs associated with each of the proposed tasks, is provided as an enclosure to this response.

Should you require any further information, or wish to discuss this proposal in more detail prior to authorizing the work described herein, please do not hesitate to contact either Jennifer Beers of my staff or me.

Sincerely,



Henry D. Weigel, PE, LSRP  
Sr. Project Engineer – Envr.

Enclosure (Price Form)

Via Email: [delisleb@jcnj.org](mailto:delisleb@jcnj.org)

January 13, 2016

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

Re: *Phase II/ Site Investigation*  
*Morris Canal Bed Parcels*  
*Jersey City, NJ*  
*ARH #50-52443*

Dear Mr. Delisle:

In connection with the *Preliminary Assessment / Phase I Environmental Site Assessment Report* prepared by Adams, Rehmann & Heggan Associates, Inc. (ARH) for the referenced project and your recent request, the following proposal is provided for the recommended site investigative (SI) activities specific to the areas of concern (AOCs) noted below.

- Possible Flooding from Contaminated Source (AOC A)
- Historic Fill (AOC C)
- Monitoring Well (AOC E)
- Off-site Contaminant Sources (AOC F)
- Deed Notice Area (AOC G)
- Underground Utilities (AOC H)

It is understood that this work is being funded by USEPA and, as such, it needs to include the preparation of a Quality Assurance Project Plan (QAPP) and associated Sampling Plan. It is also understood that the Jersey City Redevelopment Agency (JCRA) does not intend to retain a State Licensed Site Remediation Professional (LSRP) at this point in the project; but that the project should be completed in such a way that an LSRP could be retained in the future to make the requisite NJDEP submittals.

The proposed work scope is described as follows:

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Task 1: QAPP/ HASP/ Sampling Plan

As appropriate, ARH will prepare a Quality Assurance Project Plan (QAPP) for this phase of the project. The QAPP will present in specific terms the policies, organization, objectives, functional activities and specific quality assurance/quality control (QA/QC) activities involved with the acquisition of environmental information designed to achieve the data quality goals or objectives of the specific project. Coupled with the QAPP, ARH will develop a Sampling Plan which will detail the proposed sample locations, depths, analytical parameters, etc.

ARH will also prepare a site-specific Health & Safety Plan (HASP). The HASP will describe the safety procedures and requirements for routine but hazardous construction tasks (i.e., soil borings, sampling, etc.) that disturb contaminated media (i.e., groundwater, soils, etc.) and project related emergencies at the project site.

Task 2: OPRA File Reviews

In an effort to further assess the 'known' contaminated properties situated off-site from but in close proximity to the subject property (AOC F), ARH will file an Open Public Records Act (OPRA) request with NJDEP. This request will be an effort to review the NJDEP files for the following cases and obtain copies of select documents pertinent to the subject property:

- Diamond Alkali Company (PI #576480) located at 80 Lister Avenue, in Newark.
- Hudson County Chromate Site #124 (PI #G000008741) located at 427 Route 440.
- Langer Transport (PI #000574 and/or #623964) located at 410 Route 440 North.
- Hudson County Chromate Site #187 (PI #G000011679) located near the intersection of Route 440 and Danforth Avenue.
- An unnamed site (PI #189282) located at 274 Neptune Avenue.
- 425-445 Route 440 Property LLC (PI #008809) located on Route 440 North; this site is also identified by NJDEP as the former Joseph T Ryerson & Son Inc. property.

As reported previously, a single stick-up groundwater monitoring well was identified on the *subject property*, specific to Block 28401, Lot 40. This well (AOC E) was installed to monitor the groundwater impacts and associated classification exception areas (CEAs) at an adjacent property, identified as Eastern of New Jersey (a.k.a., Version Work Center or Jersey City Work Center), and located at 261 Cluster Avenue. The two CEAs were established for Benzene, MTBE, Non-carcinogen Synthetic Organic Chemicals, TBA, Toluene, and Xylene. As such, an OPRA request will also be filed with NJDEP for this case (PI #023235 and/or 008025).

Also as reported previously, a Deed Notice (AOC G) for the engineering controls installed to 'contain' chromium contamination and institutional restrictions concerning the property use was identified for the Hudson County Chromate Site #153 located adjacent to the subject property. The Deed Notice (dated November 11, 2010) and associated restrictions/ controls were constructed by Honeywell International Inc.; consist of clean fill, vegetative cover and pavement cap; and extend onto the subject property. As such, an OPRA request will also be filed with NJDEP for this case (PI #G000008767).

The estimated cost associated with this task assumes that eight separate OPRA requests will be filed with NJDEP; and that ARH staff will be able to schedule and conduct on-site (Trenton, NJ) reviews of the files at the rate of two cases per day. Additionally, it is assumed that the NJDEP copy costs will be limited to \$100 per case. The data/ information obtained by ARH will then be assessed in an effort to determine what impacts (if any) each case will have on the subject property.

Task 3: Geophysical Survey

Coordinated through ARH, a private utility mark-out will be completed by Subsurface Environmental Technologies (or equal) in an effort to more accurately locate the underground utilities (AOC H) that may be located within the specific work areas. This task will be accomplished by employing a ground penetrating radar (GPR) unit. In addition to utilizing GPR, the subsurface evaluation will also include electro-magnetics (EM) to help confirm the presence/ absence of any such subsurface features that may be identified. Note that this task is not geared towards mapping the underground infrastructure along the entire $\pm 2,900$ lineal feet of the subject property's corridor; and assumes that the task can be completed in one (1) 8-hour day.

Task 4: Soil Sampling & Analysis

In an effort to assess the soil quality with respect to the historic fill (AOC C) mapped on-site by NJDEP and other potential impacts to the subject property from Newark Bay flood events (AOC A) and other local sites known to be contaminated, ARH will contract directly with Environmental Investigations (or equal) to advance up to ten (10) soil borings on-site. These boring will be located somewhat randomly, every ± 300 lineal feet along the subject property's corridor; noting that no disturbance/ sampling is proposed for the Deed Notice (AOC G) area that extends onto the property from the Hudson County Chromate Site #153.

These borings will be advanced to a maximum depth of ± 9 feet; and continuously screened in the field with a photo-ionization detector (PID) to bias the collection of soil samples from the most impacted depth intervals. The samples collected, one from each boring, will be analyzed by a State certified laboratory for the following parameters in accordance with the State's *Technical Requirements for Site Remediation* (NJAC 7:26E):

- USEPA's Target Compound List (TCL) plus forward library searches for tentatively identified compounds (TICs), inclusive of volatile organics (VOs), semi- volatile organics (SVOs), pesticides, PCBs, and cyanides;
- USEPA's Target Analyte List (TAL) metals;
- hexavalent chromium;
- extractable petroleum hydrocarbons (EPH);
- and corrosivity (pH).

Any samples in which hexavalent chromium is detected may require additional analyses, which would be considered extra work and invoiced as such.

The estimated cost associated with this task assumes that the on-site work can be completed in one (1) 8-hour day. If the scope differs from that proposed, then the total cost will need to be adjusted accordingly.

Task 5: Groundwater Sampling & Analysis

In addition to the soils investigation task described above, three of the borings will be extended to a maximum depth of ± 20 feet and provided with a temporary monitoring well so as to assess groundwater quality, which is assumed to exist at a depth no greater than 15 feet. If groundwater is determined to exist on-site at a depth greater than 15 feet, then the scope will need to be modified and the additional cost will be invoiced accordingly.

The temporary monitoring wells will be installed and then removed from the site the same day after sampling. Before sampling, each well will be purged to a turbid-free state (if possible). The samples collected, one from each well, will be analyzed by a State certified laboratory for the same parameters noted in Task 4 above, but using select ion monitoring (SIM) as needed.

The estimated cost associated with this task assumes that the on-site work can be completed in one (1) 8-hour day. If the scope differs from that proposed, then the total cost will need to be adjusted accordingly.

Task 6: Summary Report (Draft)

During completion of the work, ARH will provide required oversight and administrative functions for the subcontracted professionals and owners/occupants of the property. The work also includes preparation of equipment; travel to and from the project site; and cleaning, decontaminating, and recalibrating of sampling/testing equipment. It also includes all items to ensure that the quality assurance / quality control (QA/QC) requirements for all samples are satisfied and that all NJDEP guidelines for collection, preservation, and transport of samples for analysis are followed as outlined in their *Field Sampling Procedures Manual*.

Upon conclusion of the investigative tasks, ARH will prepare/ submit a draft Site Investigation Report detailing the results of the sampling activities conducted on-site. This report will in narrative form detail all work conducted in relation to this phase of the project, including the results of all laboratory analyses and field screenings. The report will clearly and concisely display all pertinent data and information in tables and figures that will assist in the understanding of the investigative findings. Quality assurance and quality control documentation, typically required by NJDEP, will also be included.

Task 7: Summary Report (Final)

ARH will incorporate any comments from the JCRA on the draft report into a final Site Investigation Report. Also, an electronic data submission (EDS) will also be prepared for NJDEP for the sampling data collected. As part of the EDS, the X and Y coordinates (i.e., latitude and longitude) generated during the survey work will be assigned to each of the parameters reported by the laboratory and all of the data along with other required information pertinent to the project will be appropriately formatted on a computer diskette.

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A Price Form, summarizing the costs associated with each of the proposed tasks, is provided as an enclosure to this response.

Should you require any further information, or wish to discuss this proposal in more detail prior to authorizing the work described herein, please do not hesitate to contact either Jennifer Beers of my staff or me.

Sincerely,



Henry D. Weigel, PE, LSRP  
Sr. Project Engineer --

Envr.

Enclosure (Price Form)



**Price Form**  
**Jersey City Redevelopment Agency**  
**Morris Canal Bed Parcels**  
**Phase II/ Site Investigation**

| <u>Task</u>                             | <u>Unit</u> | <u>Total Cost</u> |
|-----------------------------------------|-------------|-------------------|
| Task 1: QAPP/ HASP/ Sampling Plan       | Lump Sum    | \$2,950           |
| Task 2: OPRA File Reviews               | 8 cases     | \$2,275           |
| Task 3: Geophysical Survey              | 1 day       | \$3,175           |
| Task 4: Soil Sampling & Analysis        | Lump Sum    | \$12,625          |
| Task 5: Groundwater Sampling & Analysis | Lump Sum    | \$5,750           |
| Task 6: Summary Report (Draft)          | Lump Sum    | \$3,550           |
| Task 7: Summary Report (Final)          | Lump Sum    | <u>\$1,475</u>    |
|                                         |             | <b>\$31,800</b>   |

**NOTE: The JCRA reserves the right to award all, part, or none of the work associated with this Request for Pricing. The Contractor will be compensated only for work actually completed on a per task basis. In the event any out-of-scope activities are necessary, rates for out-of-scope activities will be based on the comprehensive listing of rates for labor and materials contained in Respondent's Statement of Qualifications previously provided to the JCRA.**

Adams, Rehmann & Heggan Associates

(Contractor Name)

07-028-1530

(Contractor DUNS Number)



(signature)

Henry D. Weigel, PE, LSRP

(print name)

Sr. Project Engineer – Environmental

(title)

1/18/16

(date)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY CANCELLING  
PRIOR PERIOD INACTIVE ESCROW BALANCES**

**WHEREAS**, the Jersey City Redevelopment Agency's financial accounting and reporting system reflects prior period inactive developer accounts receivable/accounts payable (escrow) balances in the total net amount of \$311,430.08; and

**WHEREAS**, the Agency desires to cancel said balances to net position retroactive to December 31, 2015; and

**WHEREAS**, the balances on deposit as listed for prior periods have been inactive and the Agency has performed procedures in order to make proper determination and disposition; and

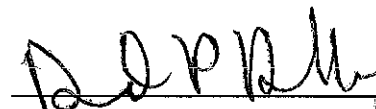
**WHEREAS**, the listing of the above referenced is as follows:

| <u>General Ledger Account No.</u> | <u>Amount</u> |
|-----------------------------------|---------------|
| 10-115-07                         | \$ 95.47      |
| 10-115-33                         | 7,372.75      |
| 10-115-34                         | 4,610.00      |
| 10-115-35                         | 1,596.46      |
| 10-115-36                         | 4,343.29      |
| 10-115-41                         | 66,807.20     |
| 10-115-43                         | 18,299.84     |
| 10-115-46                         | 44,970.52     |
| 10-115-53                         | 9,734.44      |
| 10-115-54                         | 1,418.04      |
| 10-115-55                         | 7,201.80      |
| 10-115-56                         | 14,884.23     |
| 10-115-57                         | 19,327.31     |
| 10-115-58                         | \$29,856.76   |
| 10-115-64                         | 12,020.00     |
| 10-115-65                         | 1,279.83      |
| 10-115-67                         | 10,599.26     |
| 10-115-68                         | 14,282.50     |
| 10-115-69                         | 12,274.18     |

|           |              |
|-----------|--------------|
| 10-115-70 | 4,199.58     |
| 10-115-71 | 16,917.50    |
| 10-115-74 | 63,218.59    |
| 10-115-75 | 43,583.92    |
| 10-115-77 | 10,000.00    |
| 10-115-42 | (16.95)      |
| 10-115-47 | (97,075.43)  |
| 10-115-50 | (2,363.04)   |
| 10-115-51 | (6,419.81)   |
| 10-115-60 | (788.00)     |
| 10-115-73 | (799.66)     |
| TOTAL     | \$311,430.08 |

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman and Commissioners hereby authorize the net amount of \$311,430.08 be cancelled as referenced above.

BE IT FURTHER RESOLVED that the Agency may take appropriate action pending future request by developers pursuant to adequate supportive documentation and as such verified by the Agency.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of 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 AN EXPANSION AND AMENDMENT  
OF LEASE WITH 66 YORK, LLC**

**WHEREAS**, the Jersey City Redevelopment Agency entered into a Lease Agreement with 66 York, LLC for 2270 SF of office space in November, 2012; and

**WHEREAS**, the Agency entered into an Amendment and Expansion of Lease for an additional 695 SF of space in March, 2013; and

**WHEREAS**, a Third Amendment to the lease added an additional 20 SF of closet space; and

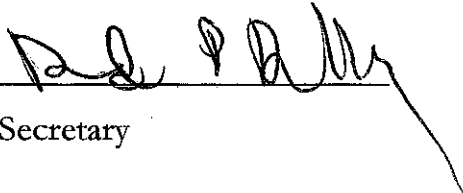
**WHEREAS**, the Agency entered into a Fourth Amendment and Expansion of Lease on June 8, 2015 for 1,942 SF of additional space on the third floor and

**WHEREAS**, 66 York, LLC has informed the Agency that 2,485 SF of additional space adjacent to the Agency's third floor office will become available as of May 1, 2016, allowing for all Agency staff to be located on the same floor; and

**WHEREAS**, the additional 2,485 SF of office space on the third floor will be \$5,487.71 and our current space on the second floor is presently \$6,477.82 per month for a total monthly savings of \$751.14

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

**BE IT FURTHER RESOLVED**, that the Chairman, Vice Chairman and/or Secretary are hereby authorized to execute said Lease Amendment upon approval of the Agency's General Counsel.

  
Secretary

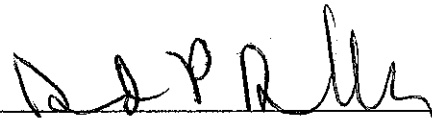
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of January 19, 2016

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF JANUARY 19, 2016**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of January 19, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of January 19, 2016 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.

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

Run date: 01/08/2016 @ 12:37  
Bus date: 01/08/2016

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

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

Run date: 01/08/2016 @ 12:37  
Bus date: 01/08/2016

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

| Vendor number                        | Obligat'n Description | Vendor/ Name/<br>Line Nbr Description | Stage | Amount    |
|--------------------------------------|-----------------------|---------------------------------------|-------|-----------|
| A20 610.08 - Grant - Other Expenses  |                       |                                       |       |           |
| 1023 MICHAEL PETOSA                  |                       |                                       |       |           |
| 20033 CARPERNTRY WORK @ 665 OCEAN AV |                       | 1023 MICHAEL PETOSA                   |       |           |
|                                      |                       | 1                                     | Inv   | 1,320.00  |
| 1023 MICHAEL PETOSA                  |                       | *** Vendor total ***                  |       | 1,320.00  |
| 1029 PINNACLE DEVELOPMENT            |                       |                                       |       |           |
| 20032 MONEY FOR PAYROLL -CARPENTERS  |                       | 1029 PINNACLE DEVELOPMENT             |       |           |
|                                      |                       | 1                                     | Inv   | 10,000.00 |
| 1029 PINNACLE DEVELOPMENT            |                       | *** Vendor total ***                  |       | 10,000.00 |
| A20 610.08 - Grant - Other Expenses  |                       | *** Account total ***                 |       | 11,320.00 |
| A20 630.01 - Grant - Demolition      |                       |                                       |       |           |
| 1029 PINNACLE DEVELOPMENT            |                       |                                       |       |           |
| 20031 DEMOLITION OF TOP TWO FLOOR-66 |                       | 1029 PINNACLE DEVELOPMENT             |       |           |
|                                      |                       | 1                                     | Inv   | 30,500.00 |
| 1029 PINNACLE DEVELOPMENT            |                       | *** Vendor total ***                  |       | 30,500.00 |
| A20 630.01 - Grant - Demolition      |                       | *** Account total ***                 |       | 30,500.00 |
| * Report total *                     |                       | *** Total ***                         |       | 41,820.00 |



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JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

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Vendor.....: \*All\*  
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Stage date.....: \*All\*  
Print zero.....: Do not print zero amounts  
Account Mask....: AXX XXX.XX

Run date: 12/23/2015 @ 12:47  
Bus date: 12/23/2015

JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

| Vendor number                             | Obligat'n Description                                  | Vendor/ Name/<br>Line Nbr Description | Stage                 | Amount   |
|-------------------------------------------|--------------------------------------------------------|---------------------------------------|-----------------------|----------|
| A10 670.08 - Miscellaneous Operating Exp. |                                                        |                                       |                       |          |
| 1023                                      | MICHAEL PETOSA<br>20026 CARPENTRY WORK @665 oCEAN AVE  | 1023 MICHAEL PETOSA<br>1              | Inv                   | 1,200.00 |
| 1023                                      | MICHAEL PETOSA                                         | *** Vendor total ***                  |                       | 1,200.00 |
| 1024                                      | PETER CRINCOLI<br>20028 CARPENTRY WORK @ 665 OCEAN AVE | 1024 PETER CRINCOLI<br>1              | Inv                   | 1,698.53 |
| 1024                                      | PETER CRINCOLI                                         | *** Vendor total ***                  |                       | 1,698.53 |
| 1026                                      | RAFAEL VENTURA<br>20027 CARPENTRY WORK @ 665 OCEAN     | 1026 RAFAEL VENTURA<br>1              | Inv                   | 562.10   |
| 1026                                      | RAFAEL VENTURA                                         | *** Vendor total ***                  |                       | 562.10   |
| 1027                                      | BRIAN PLEASANT<br>20029 CARPENTRY WORK @665 OCEAN AVE  | 1027 BRIAN PLEASANT<br>1              | Inv                   | 761.02   |
| 1027                                      | BRIAN PLEASANT                                         | *** Vendor total ***                  |                       | 761.02   |
| 1028                                      | BRANDON MILLER<br>20030 CARPENTRY WORK @ 665 OCEAN AVE | 1028 BRANDON MILLER<br>1              | Inv                   | 740.95   |
| 1028                                      | BRANDON MILLER                                         | *** Vendor total ***                  |                       | 740.95   |
| A10 670.08 - Miscellaneous Operating Exp. |                                                        |                                       | *** Account total *** | 4,962.60 |
| * Report total *                          |                                                        |                                       | *** Total ***         | 4,962.60 |

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JCRA  
Invoice Distribution Report

OTDIST.L01 Page 1

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

| Vendor number                      | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description | Stage                 | Amount    |
|------------------------------------|--------------------------------------|---------------------------------------|-----------------------|-----------|
| A10 215.11 - Deferred Compensation |                                      |                                       |                       |           |
| 615 METLIFE                        |                                      |                                       |                       |           |
|                                    | 20037 DEFERRED SALARY PER ATTACHED   | 615 METLIFE                           |                       |           |
|                                    |                                      | 1                                     | Inv                   | 710.00    |
|                                    | 20038 DEFERRED SALARY PER ATTACHED   | 615 METLIFE                           |                       |           |
|                                    |                                      | 1                                     | Inv                   | 710.00    |
| 615 METLIFE                        |                                      |                                       | *** Vendor total ***  | 1,420.00  |
| A10 215.11 - Deferred Compensation |                                      |                                       |                       |           |
|                                    |                                      |                                       | *** Account total *** | 1,420.00  |
| A10 520.04 - Dental                |                                      |                                       |                       |           |
| 106 MARYPAT NOONAN                 |                                      |                                       |                       |           |
|                                    | 20076 REIMBURSEMENT FOR DENTAL EXPEN | 106 MARYPAT NOONAN                    |                       |           |
|                                    |                                      | 1                                     | Inv                   | 2,019.00  |
| 106 MARYPAT NOONAN                 |                                      |                                       | *** Vendor total ***  | 2,019.00  |
| 183 BARBARA A. AMATO               |                                      |                                       |                       |           |
|                                    | 20057 DENTAL EXPENSES- FOR 2015      | 183 BARBARA A. AMATO                  |                       |           |
|                                    |                                      | 1                                     | Inv                   | 4,600.00  |
|                                    | 20132 REIMBURS. FOR DENTAL EXPENSES  | 183 BARBARA A. AMATO                  |                       |           |
|                                    |                                      | 1                                     | Inv                   | 220.00    |
| 183 BARBARA A. AMATO               |                                      |                                       | *** Vendor total ***  | 4,820.00  |
| 351 CHRISTOPHER FIORE              |                                      |                                       |                       |           |
|                                    | 20126 DENTAL REIMBURSEMENT-1/5/2016  | 351 CHRISTOPHER FIORE                 |                       |           |
|                                    |                                      | 1                                     | Inv                   | 627.00    |
| 351 CHRISTOPHER FIORE              |                                      |                                       | *** Vendor total ***  | 627.00    |
| 568 BENJAMIN DELISLE               |                                      |                                       |                       |           |
|                                    | 20065 DENTAL REIMBURSEMENT           | 568 BENJAMIN DELISLE                  |                       |           |
|                                    |                                      | 1                                     | Inv                   | 250.00    |
| 568 BENJAMIN DELISLE               |                                      |                                       | *** Vendor total ***  | 250.00    |
| 770 ELIZABETH VASQUEZ              |                                      |                                       |                       |           |
|                                    | 20127 DENTAL EXPENSES 01/11/2016     | 770 ELIZABETH VASQUEZ                 |                       |           |
|                                    |                                      | 1                                     | Inv                   | 446.00    |
| 770 ELIZABETH VASQUEZ              |                                      |                                       | *** Vendor total ***  | 446.00    |
| A10 520.04 - Dental                |                                      |                                       |                       |           |
|                                    |                                      |                                       | *** Account total *** | 8,162.00  |
| A10 610.01 - Project - Legal       |                                      |                                       |                       |           |
| 932 NOWELL AMOROSO KLEIN BIERMAN,  |                                      |                                       |                       |           |
|                                    | 20080 LEGAL SERVICES - PPG V. JCRA   | 932 NOWELL AMOROSO KLEIN BIERMAN,     |                       |           |
|                                    |                                      | 1                                     | Inv                   | 4,749.94  |
|                                    | 20081 LEGAL SERVICES - JCRA V. JCRA  | 932 NOWELL AMOROSO KLEIN BIERMAN,     |                       |           |
|                                    |                                      | 1                                     | Inv                   | 8,809.50  |
|                                    | 20082 LEGAL SERVICES - DEP V. PPG V. | 932 NOWELL AMOROSO KLEIN BIERMAN,     |                       |           |
|                                    |                                      | 1                                     | Inv                   | 9,078.73  |
|                                    | 20083 LEGAL SERVICES - DEP V.PPG V.  | 932 NOWELL AMOROSO KLEIN BIERMAN,     |                       |           |
|                                    |                                      | 1                                     | Inv                   | 5,457.00  |
|                                    | 20129 LEGAL SERVICES - CANAL CROSSI  | 932 NOWELL AMOROSO KLEIN BIERMAN,     |                       |           |
|                                    |                                      | 1                                     | Inv                   | 75.00     |
| 932 NOWELL AMOROSO KLEIN BIERMAN,  |                                      |                                       | *** Vendor total ***  | 28,170.17 |

| Vendor number                               | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description | Stage | Amount    |
|---------------------------------------------|--------------------------------------|---------------------------------------|-------|-----------|
| A10 610.01 - Project - Legal                |                                      | *** Account total ***                 |       | 28,170.17 |
| A10 610.02 - Project - Environmental        |                                      |                                       |       |           |
|                                             | 53 DRESDNER ROBIN ENVIRON MGMT       | 53 DRESDNER ROBIN ENVIRON MGMT        |       |           |
|                                             | 20086 ENVIRONMENTAL SERVICES - BERRY | 1                                     | Inv   | 6,575.00  |
|                                             | 53 DRESDNER ROBIN ENVIRON MGMT       | *** Vendor total ***                  |       | 6,575.00  |
|                                             | 104 POTOMAC-HUDSON ENVIRONMENTAL I   |                                       |       |           |
|                                             | 20130 ENVIRON. SVCS. - SCITECH/MUA   | 104 POTOMAC-HUDSON ENVIRONMENTAL I    |       |           |
|                                             | 104 POTOMAC-HUDSON ENVIRONMENTAL I   | 1                                     | Inv   | 18,262.22 |
|                                             |                                      | *** Vendor total ***                  |       | 18,262.22 |
| A10 610.02 - Project - Environmental        |                                      | *** Account total ***                 |       | 24,837.22 |
| A10 610.03 - Project - Financial/Accounting |                                      |                                       |       |           |
|                                             | 761 BLACKBAUD FUNDWARE               |                                       |       |           |
|                                             | 20036 PROF. SVCS.- WILLIAM COCHRAN-T | 761 BLACKBAUD FUNDWARE                |       |           |
|                                             | 761 BLACKBAUD FUNDWARE               | 1                                     | Inv   | 1,141.91  |
|                                             |                                      | *** Vendor total ***                  |       | 1,141.91  |
| A10 610.03 - Project - Financial/Accounting |                                      | *** Account total ***                 |       | 1,141.91  |
| A10 610.05 - Project - Appraisals           |                                      |                                       |       |           |
|                                             | 100 HUDSON REALTY ABSTRACT CO.       |                                       |       |           |
|                                             | 20106 TITLE SEARCH FOR 67 CLERK STRE | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20107 TITLE SEARCH FOR 404 PALISADE  | 1                                     | Inv   | 212.00    |
|                                             | 20108 TITLE SEARCH FOR 80 BOWERS STR | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20109 TITLE SEARCH FOR 18 MCDOUGALL  | 1                                     | Inv   | 224.00    |
|                                             | 20110 TITLE SEARCH FOR 329 FORREST S | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20111 TITLE SEARCH FOR 354 OGDEN AVE | 1                                     | Inv   | 224.00    |
|                                             | 20112 TITLE SEARCH FOR 208 COLUMBUS  | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20113 TITLE SEARCH FOR 165 CLERK STR | 1                                     | Inv   | 212.00    |
|                                             | 20114 TITLE SEARCH FOR 163 CLERK STR | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20115 TITLE SEARCH FOR 2131 KENNEDY  | 1                                     | Inv   | 212.00    |
|                                             | 20116 TITLE SEARCH FOR 671 PALISADE  | 100 HUDSON REALTY ABSTRACT CO.        |       |           |
|                                             | 20117 TITLE SEARCH FOR 142 BOYD AVEN | 1                                     | Inv   | 212.00    |
|                                             | 100 HUDSON REALTY ABSTRACT CO.       | 1                                     | Inv   | 212.00    |
|                                             |                                      | *** Vendor total ***                  |       | 2,592.00  |
|                                             | 266 VALUE RESEARCH GROUP, LLC        |                                       |       |           |
|                                             | 20118 APPRAISAL FOR 67 CLERK STREET  | 266 VALUE RESEARCH GROUP, LLC         |       |           |

| Vendor number                        | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description  | Stage | Amount    |
|--------------------------------------|--------------------------------------|----------------------------------------|-------|-----------|
| A10 610.05 - Project - Appraisals    |                                      |                                        |       |           |
|                                      |                                      | *** Continued ***                      |       |           |
|                                      | 20119 APPRAISAL FOR 404 PALISADE AV  | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20120 APPRAISAL FOR 80 BOWERS STREET | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20121 APPRAISAL FOR 18 MCDUGALL STR  | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20122 APPRAISAL FOR 329 FORREST STRE | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20123 APPRAISAL FOR 354 OGDEN AVE    | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20124 APPRAISAL FOR 248 GROVE STREET | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 20125 APPRAISAL FOR ABANDONED PROPER | 1<br>266 VALUE RESEARCH GROUP, LLC     | Inv   | 3,750.00  |
|                                      | 266 VALUE RESEARCH GROUP, LLC        | 1                                      | Inv   | 3,750.00  |
|                                      |                                      | *** Vendor total ***                   |       | 30,000.00 |
| A10 610.05 - Project - Appraisals    |                                      |                                        |       |           |
|                                      |                                      | *** Account total ***                  |       | 32,592.00 |
| A10 610.07 - Project - Engineering   |                                      |                                        |       |           |
|                                      | 681 T&M ASSOCIATES                   |                                        |       |           |
|                                      | 20087 ENVIRON. CONSULTING SVCS.- CAN | 681 T&M ASSOCIATES                     |       |           |
|                                      | 681 T&M ASSOCIATES                   | 1                                      | Inv   | 1,408.75  |
|                                      |                                      | *** Vendor total ***                   |       | 1,408.75  |
| A10 610.07 - Project - Engineering   |                                      |                                        |       |           |
|                                      |                                      | *** Account total ***                  |       | 1,408.75  |
| A10 610.08 - Project - Other Expense |                                      |                                        |       |           |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    |                                        |       |           |
|                                      | 20047 ELECTRIC SERVICE- 407 OCEAN AV | 161 PUBLIC SERVICE ELECTRIC & GAS      |       |           |
|                                      | 20048 ELECTRIC SERVICES - 407 OCEAN  | 1<br>161 PUBLIC SERVICE ELECTRIC & GAS | Inv   | 24.51     |
|                                      | 20049 ELECTRIC SERVICES - 407 OCEAN  | 1<br>161 PUBLIC SERVICE ELECTRIC & GAS | Inv   | 58.03     |
|                                      | 20050 ELECTRIC SERVICES-405 OCEAN AV | 1<br>161 PUBLIC SERVICE ELECTRIC & GAS | Inv   | 77.54     |
|                                      | 20051 ELECTRIC & GAS SERVICES- 405 O | 1<br>161 PUBLIC SERVICE ELECTRIC & GAS | Inv   | 17.76     |
|                                      | 161 PUBLIC SERVICE ELECTRIC & GAS    | 1                                      | Inv   | 107.74    |
|                                      |                                      | *** Vendor total ***                   |       | 285.58    |
| A10 610.08 - Project - Other Expense |                                      |                                        |       |           |
|                                      |                                      | *** Account total ***                  |       | 285.58    |
| A10 620.06 - GD - Other Expense      |                                      |                                        |       |           |
|                                      | 186 IN-LINE AIR CONDITIONING CO.,    |                                        |       |           |
|                                      | 20041 BETZ-CERC-REPLACE HOT WATER VA | 186 IN-LINE AIR CONDITIONING CO.,      |       |           |
|                                      | 20042 BETZ-CERC -REPLACE MOTOR EXHAU | 1<br>186 IN-LINE AIR CONDITIONING CO., | Inv   | 2,995.50  |
|                                      | 20043 BETZ-CERC- SERVICES CALL       | 1<br>186 IN-LINE AIR CONDITIONING CO., | Inv   | 975.00    |
|                                      |                                      | 1                                      | Inv   | 696.45    |

| Vendor number                         | Obligat'n Description                | Vendor/ Name/<br>Line Nbr Description    | Stage | Amount    |
|---------------------------------------|--------------------------------------|------------------------------------------|-------|-----------|
| A10 620.06 - GD - Other Expense       |                                      |                                          |       |           |
|                                       | 20044 BETZ-CERC - SERVICE CALL-COIL  | 186 IN-LINE AIR CONDITIONING CO.,<br>1   | Inv   | 165.00    |
|                                       | 20128 SERVICES RENDER FOR BOILERS -B | 186 IN-LINE AIR CONDITIONING CO.,<br>1   | Inv   | 342.50    |
|                                       | 186 IN-LINE AIR CONDITIONING CO.,    | *** Vendor total ***                     |       | 5,174.45  |
|                                       | 432 SIMPLEXGRINNEL                   |                                          |       |           |
|                                       | 20040 BETZ-CERC-KICHEN HOOD CLEANING | 432 SIMPLEXGRINNEL<br>1                  | Inv   | 1,298.75  |
|                                       | 432 SIMPLEXGRINNEL                   | *** Vendor total ***                     |       | 1,298.75  |
|                                       | 806 LEEMARK ELECTRIC INC.            |                                          |       |           |
|                                       | 20054 BETZ-CERC - ELECTRIC SERVICES  | 806 LEEMARK ELECTRIC INC.<br>1           | Inv   | 1,920.00  |
|                                       | 806 LEEMARK ELECTRIC INC.            | *** Vendor total ***                     |       | 1,920.00  |
|                                       | 1030 TECTONIC ENGINEERING & SURVEYI  |                                          |       |           |
|                                       | 20045 JCRA BETZ BREWERY-RA PROTECTIV | 1030 TECTONIC ENGINEERING & SURVEYI<br>1 | Inv   | 790.00    |
|                                       | 1030 TECTONIC ENGINEERING & SURVEYI  | *** Vendor total ***                     |       | 790.00    |
|                                       |                                      | *** Account total ***                    |       | 9,183.20  |
| A10 620.06 - GD - Other Expense       |                                      |                                          |       |           |
| A10 650.01 - Office Rent              |                                      |                                          |       |           |
|                                       | 917 66 YORK STREET, LLC              |                                          |       |           |
|                                       | 20034 RENT FOR THE MONTH OF FEBRUARY | 917 66 YORK STREET, LLC<br>1             | Inv   | 10,367.23 |
|                                       | 917 66 YORK STREET, LLC              | *** Vendor total ***                     |       | 10,367.23 |
|                                       |                                      | *** Account total ***                    |       | 10,367.23 |
| A10 650.01 - Office Rent              |                                      |                                          |       |           |
| A10 670.02 - Dues and Subscriptions   |                                      |                                          |       |           |
|                                       | 81 THOMSON REUTERS - WEST            |                                          |       |           |
|                                       | 20060 NJ PRACTICE POCKET PARTS       | 81 THOMSON REUTERS - WEST<br>1           | Inv   | 203.50    |
|                                       | 81 THOMSON REUTERS - WEST            | *** Vendor total ***                     |       | 203.50    |
|                                       |                                      | *** Account total ***                    |       | 203.50    |
| A10 670.02 - Dues and Subscriptions   |                                      |                                          |       |           |
| A10 670.04 - Printing and Advertising |                                      |                                          |       |           |
|                                       | 55 ROYAL PRINTING SERVICE            |                                          |       |           |
|                                       | 20058 BUSINESS CARD & TIME CARD      | 55 ROYAL PRINTING SERVICE<br>1           | Inv   | 249.50    |
|                                       | 55 ROYAL PRINTING SERVICE            | *** Vendor total ***                     |       | 249.50    |
|                                       | 72 THE EVENING JOURNAL ASSOCIATIO    |                                          |       |           |
|                                       | 20035 PUBLIC NOTICE - ARTICLESFOR DE | 72 THE EVENING JOURNAL ASSOCIATIO<br>1   | Inv   | 103.46    |
|                                       | 72 THE EVENING JOURNAL ASSOCIATIO    | *** Vendor total ***                     |       | 103.46    |
|                                       | 443 THE HUDSON REPORTER ASSOC., LP   |                                          |       |           |
|                                       | 20103 LEGAL ADVERTISEMENT-BD.MEET.12 | 443 THE HUDSON REPORTER ASSOC., LP       |       |           |

| Vendor number | Obligat'n | Description                          | Vendor/ Name/<br>Line Nbr Description | Stage | Amount   |
|---------------|-----------|--------------------------------------|---------------------------------------|-------|----------|
| A10 670.04    | -         | Printing and Advertising             |                                       |       |          |
|               |           |                                      | *** Continued ***                     |       |          |
|               |           |                                      | 1                                     | Inv   | 144.00   |
|               |           | 443 THE HUDSON REPORTER ASSOC., LP   | *** Vendor total ***                  |       | 144.00   |
| A10 670.04    | -         | Printing and Advertising             |                                       |       |          |
|               |           |                                      | *** Account total ***                 |       | 496.96   |
| A10 670.05    | -         | Postage                              |                                       |       |          |
|               |           | 94 FEDERAL EXPRESS                   |                                       |       |          |
|               |           | 20069 OVERNIGHT DELIVERIES           | 94 FEDERAL EXPRESS                    |       |          |
|               |           |                                      | 1                                     | Inv   | 24.24    |
|               |           | 94 FEDERAL EXPRESS                   | *** Vendor total ***                  |       | 24.24    |
|               |           | 111 PITNEY BOWES CREDIT CORPORATIO   |                                       |       |          |
|               |           | 20075 QUARTERLY LEASE PAYMENT        | 111 PITNEY BOWES CREDIT CORPORATIO    |       |          |
|               |           |                                      | 1                                     | Inv   | 342.00   |
|               |           | 111 PITNEY BOWES CREDIT CORPORATIO   | *** Vendor total ***                  |       | 342.00   |
| A10 670.05    | -         | Postage                              |                                       |       |          |
|               |           |                                      | *** Account total ***                 |       | 366.24   |
| A10 670.06    | -         | Rental of Equipment                  |                                       |       |          |
|               |           | 644 TOSHIBA FINANCIAL SERVICES       |                                       |       |          |
|               |           | 20063 MONTHLY INVOICE FOR COLOR COPI | 644 TOSHIBA FINANCIAL SERVICES        |       |          |
|               |           |                                      | 1                                     | Inv   | 2,698.42 |
|               |           | 644 TOSHIBA FINANCIAL SERVICES       | *** Vendor total ***                  |       | 2,698.42 |
|               |           | 884 TWIN ROCKS SPRING WATER          |                                       |       |          |
|               |           | 20067 WATER FOR THE AGENCY           | 884 TWIN ROCKS SPRING WATER           |       |          |
|               |           |                                      | 1                                     | Inv   | 60.70    |
|               |           | 884 TWIN ROCKS SPRING WATER          | *** Vendor total ***                  |       | 60.70    |
| A10 670.06    | -         | Rental of Equipment                  |                                       |       |          |
|               |           |                                      | *** Account total ***                 |       | 2,759.12 |
| A10 670.07    | -         | Travel                               |                                       |       |          |
|               |           | 351 CHRISTOPHER FIORE                |                                       |       |          |
|               |           | 20056 TRAVEL EXPENSES-DECEMBER,2015  | 351 CHRISTOPHER FIORE                 |       |          |
|               |           |                                      | 1                                     | Inv   | 1,123.92 |
|               |           | 351 CHRISTOPHER FIORE                | *** Vendor total ***                  |       | 1,123.92 |
|               |           | 975 DAVID P. DONNELLY                |                                       |       |          |
|               |           | 20055 TRAVEL EXPENSES- DECEMBER,2015 | 975 DAVID P. DONNELLY                 |       |          |
|               |           |                                      | 1                                     | Inv   | 121.67   |
|               |           | 975 DAVID P. DONNELLY                | *** Vendor total ***                  |       | 121.67   |
| A10 670.07    | -         | Travel                               |                                       |       |          |
|               |           |                                      | *** Account total ***                 |       | 1,245.59 |
| A10 670.08    | -         | Miscellaneous Operating Exp.         |                                       |       |          |
|               |           | 160 VERIZON WIRELESS                 |                                       |       |          |
|               |           | 20068 MONTHLY CHARGE - EMPLOYEE PHON | 160 VERIZON WIRELESS                  |       |          |
|               |           |                                      | 1                                     | Inv   | 294.80   |
|               |           | 160 VERIZON WIRELESS                 | *** Vendor total ***                  |       | 294.80   |
|               |           | 183 BARBARA A. AMATO                 |                                       |       |          |
|               |           | 20104 REIMBURSEMENT FOR LUNCH DEVELO | 183 BARBARA A. AMATO                  |       |          |



| Vendor number                             | Obligat'n Description | Vendor/ Name/<br>Line Nbr Description | Stage | Amount   |
|-------------------------------------------|-----------------------|---------------------------------------|-------|----------|
| A10 670.08 - Miscellaneous Operating Exp. |                       |                                       |       |          |
|                                           |                       | *** Continued ***                     |       |          |
| 183 BARBARA A. AMATO                      |                       | 1                                     | Inv   | 80.25    |
|                                           |                       | *** Vendor total ***                  |       | 80.25    |
| 495 CENTRAL PARKING SYSTEM                |                       |                                       |       |          |
| 20074 PARKING FEE (12) SPACES @ \$75      |                       | 495 CENTRAL PARKING SYSTEM            |       |          |
|                                           |                       | 1                                     | Inv   | 900.00   |
| 495 CENTRAL PARKING SYSTEM                |                       | *** Vendor total ***                  |       | 900.00   |
| 496 TREASURER-STATE OF NEW JERSEY         |                       |                                       |       |          |
| 20052 ANNUAL SITE REMEDIATION FEE         |                       | 496 TREASURER-STATE OF NEW JERSEY     |       |          |
|                                           |                       | 1                                     | Inv   | 3,830.00 |
| 20053 SITE REMEDIATION - PERMIT FEE       |                       | 496 TREASURER-STATE OF NEW JERSEY     |       |          |
|                                           |                       | 1                                     | Inv   | 205.00   |
| 496 TREASURER-STATE OF NEW JERSEY         |                       | *** Vendor total ***                  |       | 4,035.00 |
| 636 BROWNFIELD REDEVELOPMENT SOLUT        |                       |                                       |       |          |
| 20090 PREPARATION OF 2015 ARC GRANT       |                       | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |          |
|                                           |                       | 1                                     | Inv   | 2,700.00 |
| 636 BROWNFIELD REDEVELOPMENT SOLUT        |                       | *** Vendor total ***                  |       | 2,700.00 |
| 673 COUNTY TAX ADMINISTRATOR              |                       |                                       |       |          |
| 20039 FEE FOR TAX EXEMPTION -665 OCE      |                       | 673 COUNTY TAX ADMINISTRATOR          |       |          |
|                                           |                       | 1                                     | Inv   | 25.00    |
| 673 COUNTY TAX ADMINISTRATOR              |                       | *** Vendor total ***                  |       | 25.00    |
| 713 CASH                                  |                       |                                       |       |          |
| 20061 REPLENISHMENT OF PETTY CASH FU      |                       | 713 CASH                              |       |          |
|                                           |                       | 1                                     | Inv   | 300.00   |
| 713 CASH                                  |                       | *** Vendor total ***                  |       | 300.00   |
| 917 66 YORK STREET, LLC                   |                       |                                       |       |          |
| 20071 ELECTRIC UTILITY PYMT. - FEB.,      |                       | 917 66 YORK STREET, LLC               |       |          |
|                                           |                       | 1                                     | Inv   | 718.52   |
| 20072 MONTHLY OPERATING EXPENSES          |                       | 917 66 YORK STREET, LLC               |       |          |
|                                           |                       | 1                                     | Inv   | 172.14   |
| 917 66 YORK STREET, LLC                   |                       | *** Vendor total ***                  |       | 890.66   |
| 920 MOISHE'S SELF STORAGE                 |                       |                                       |       |          |
| 20073 STORAGE RENT FOR JANUARY, 2016      |                       | 920 MOISHE'S SELF STORAGE             |       |          |
|                                           |                       | 1                                     | Inv   | 700.00   |
| 920 MOISHE'S SELF STORAGE                 |                       | *** Vendor total ***                  |       | 700.00   |
| 933 CRYSTAL POINT CONDOMINIUM ASSO        |                       |                                       |       |          |
| 20070 MONTHLY MAINTENANCE FEE-FEB.,       |                       | 933 CRYSTAL POINT CONDOMINIUM ASSO    |       |          |
|                                           |                       | 1                                     | Inv   | 130.97   |
| 933 CRYSTAL POINT CONDOMINIUM ASSO        |                       | *** Vendor total ***                  |       | 130.97   |
| 980 WORKZONE, LLC                         |                       |                                       |       |          |
| 20059 QUARTERLY PYMT. FOR AGENCY DAT      |                       | 980 WORKZONE, LLC                     |       |          |
|                                           |                       | 1                                     | Inv   | 900.00   |
| 980 WORKZONE, LLC                         |                       | *** Vendor total ***                  |       | 900.00   |

| Vendor number                             | Obligat'n Description | Vendor/ Name/<br>Line Nbr Description | Stage | Amount    |
|-------------------------------------------|-----------------------|---------------------------------------|-------|-----------|
| A10 670.08 - Miscellaneous Operating Exp. |                       | *** Continued ***                     |       |           |
| 999 JOHNSTON COMMUNICATIONS               |                       |                                       |       |           |
| 20064 NEW PHONES&DATA - FOR RHW AGEN      |                       | 999 JOHNSTON COMMUNICATIONS           |       |           |
|                                           |                       | 1                                     | Inv   | 15,292.90 |
| 999 JOHNSTON COMMUNICATIONS               |                       | *** Vendor total ***                  |       | 15,292.90 |
| 1031 ELIZABETH REYNOSO                    |                       |                                       |       |           |
| 20066 CONSULTING SERVICES-7/1-12/12/      |                       | 1031 ELIZABETH REYNOSO                |       |           |
|                                           |                       | 1                                     | Inv   | 39,999.00 |
| 1031 ELIZABETH REYNOSO                    |                       | *** Vendor total ***                  |       | 39,999.00 |
| A10 670.08 - Miscellaneous Operating Exp. |                       | *** Account total ***                 |       | 66,248.58 |
| A10 670.12 - Meetings & Seminars          |                       |                                       |       |           |
| 92 RUTGERS UNIVERSITY                     |                       |                                       |       |           |
| 20105 REGIST. FOR DAVID PLANNING &DE      |                       | 92 RUTGERS UNIVERSITY                 |       |           |
|                                           |                       | 1                                     | Inv   | 240.00    |
| 92 RUTGERS UNIVERSITY                     |                       | *** Vendor total ***                  |       | 240.00    |
| A10 670.12 - Meetings & Seminars          |                       | *** Account total ***                 |       | 240.00    |
| A20 610.01 - Grant - Legal                |                       |                                       |       |           |
| 1032 SEDITA CAMPISANO & CAMPIISANO        |                       |                                       |       |           |
| 20099 PROFESSIONAL SERVICES- BERRY L      |                       | 1032 SEDITA CAMPISANO & CAMPIISANO    |       |           |
|                                           |                       | 1                                     | Inv   | 665.00    |
| 1032 SEDITA CAMPISANO & CAMPIISANO        |                       | *** Vendor total ***                  |       | 665.00    |
| A20 610.01 - Grant - Legal                |                       | *** Account total ***                 |       | 665.00    |
| A20 610.02 - Grant - Environmental        |                       |                                       |       |           |
| 53 DRESNER ROBIN ENVIRON MGMT             |                       |                                       |       |           |
| 20077 ENVIRON. SVCS. - PITTSBURG MET      |                       | 53 DRESNER ROBIN ENVIRON MGMT         |       |           |
|                                           |                       | 1                                     | Inv   | 48,942.10 |
| 20078 ENVIRONMENTAL SERVICES-MILL CR      |                       | 53 DRESNER ROBIN ENVIRON MGMT         |       |           |
|                                           |                       | 1                                     | Inv   | 7,111.50  |
| 20079 ENVIRONMENTAL SVCS. - BERRY LA      |                       | 53 DRESNER ROBIN ENVIRON MGMT         |       |           |
|                                           |                       | 1                                     | Inv   | 10,809.74 |
| 53 DRESNER ROBIN ENVIRON MGMT             |                       | *** Vendor total ***                  |       | 66,863.34 |
| 944 BROWNFIELD SCIENCE & TECHNOLOG        |                       |                                       |       |           |
| 20134 ENVIRON. SERVICES - OCEAN & DW      |                       | 944 BROWNFIELD SCIENCE & TECHNOLOG    |       |           |
|                                           |                       | 1                                     | Inv   | 574.17    |
|                                           |                       | 2                                     | Inv   | 545.67    |
|                                           |                       | 3                                     | Inv   | 550.98    |
|                                           |                       | 4                                     | Inv   | 550.98    |
|                                           |                       | 5                                     | Inv   | 550.98    |
|                                           |                       | 6                                     | Inv   | 31,504.52 |
|                                           |                       | 7                                     | Inv   | 5.32      |
| 944 BROWNFIELD SCIENCE & TECHNOLOG        |                       | *** Vendor total ***                  |       | 34,282.62 |
| 1013 ADAMS, RENMANN & HEGGAN ASSOCI       |                       |                                       |       |           |
| 20088 ENVIRON. SVCS. - MORRIS CANAL       |                       | 1013 ADAMS, RENMANN & HEGGAN ASSOCI   |       |           |

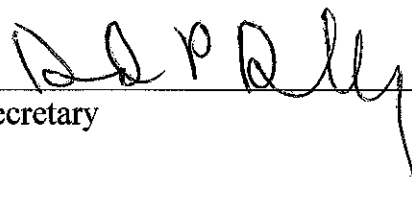
| Vendor number                       | Obligat'n Description                 | Vendor/ Name/<br>Line Nbr Description | Stage | Amount     |
|-------------------------------------|---------------------------------------|---------------------------------------|-------|------------|
| A20 610.02 - Grant - Environmental  |                                       | *** Continued ***                     |       |            |
|                                     | 1013 ADAMS, RENMANN & HEGGAN ASSOCI   | 1                                     | Inv   | 350.00     |
|                                     |                                       | *** Vendor total ***                  |       | 350.00     |
| A20 610.02 - Grant - Environmental  |                                       | *** Account total ***                 |       | 101,495.96 |
| A20 610.07 - Grant - Engineering    |                                       |                                       |       |            |
|                                     | 1000 GRO ARCHITECTS                   |                                       |       |            |
|                                     | 20046 ENGINEERING SERVICES - 665 OCE  | 1000 GRO ARCHITECTS                   |       |            |
|                                     |                                       | 1                                     | Inv   | 17,032.72  |
|                                     | 1000 GRO ARCHITECTS                   | *** Vendor total ***                  |       | 17,032.72  |
|                                     | 1016 MASER CONSULTING, PA             |                                       |       |            |
|                                     | 20089 SURVEYING SVCS. - GREENWAY      | 1016 MASER CONSULTING, PA             |       |            |
|                                     |                                       | 1                                     | Inv   | 1,411.42   |
|                                     | 1016 MASER CONSULTING, PA             | *** Vendor total ***                  |       | 1,411.42   |
| A20 610.07 - Grant - Engineering    |                                       | *** Account total ***                 |       | 18,444.14  |
| A20 610.08 - Grant - Other Expenses |                                       |                                       |       |            |
|                                     | 636 BROWNFIELD REDEVELOPMENT SOLUT    |                                       |       |            |
|                                     | 20091 REVOLVING LOAN - EPA GRANT      | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |            |
|                                     |                                       | 1                                     | Inv   | 618.75     |
|                                     | 20092 GRAND JERSEY - EPA GRANT MANGM  | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |            |
|                                     |                                       | 1                                     | Inv   | 787.00     |
|                                     | 20093 DWIGHT / OCEAN - EPA GRANT MAN  | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |            |
|                                     |                                       | 1                                     | Inv   | 528.50     |
|                                     |                                       | 2                                     | Inv   | 485.75     |
|                                     |                                       | 3                                     | Inv   | 642.00     |
|                                     | 20094 EPA GRANT MANAGMT. PETROLEUM    | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |            |
|                                     |                                       | 1                                     | Inv   | 928.25     |
|                                     | 20095 EPA GRANT MANGMT. - HAZARDOUS   | 636 BROWNFIELD REDEVELOPMENT SOLUT    |       |            |
|                                     |                                       | 1                                     | Inv   | 624.25     |
|                                     | 636 BROWNFIELD REDEVELOPMENT SOLUT    | *** Vendor total ***                  |       | 4,614.50   |
|                                     | 1019 CUMMING CONSTRUCTION MANAGEMEN   |                                       |       |            |
|                                     | 20062 665 OCEAN -CONSTRUCTION MANGMT  | 1019 CUMMING CONSTRUCTION MANAGEMEN   |       |            |
|                                     |                                       | 1                                     | Inv   | 20,452.00  |
|                                     | 1019 CUMMING CONSTRUCTION MANAGEMEN   | *** Vendor total ***                  |       | 20,452.00  |
|                                     | 1021 JOHN TO GO - INC.                |                                       |       |            |
|                                     | 20100 RENTAL FOR ON SITE TOILET-665   | 1021 JOHN TO GO - INC.                |       |            |
|                                     |                                       | 1                                     | Inv   | 100.00     |
|                                     | 1021 JOHN TO GO - INC.                | *** Vendor total ***                  |       | 100.00     |
|                                     | 1023 MICHAEL PETOSA                   |                                       |       |            |
|                                     | 20098 SUPPLIES FOR CONSTRUCTION TRA   | 1023 MICHAEL PETOSA                   |       |            |
|                                     |                                       | 1                                     | Inv   | 479.37     |
|                                     | 1023 MICHAEL PETOSA                   | *** Vendor total ***                  |       | 479.37     |
|                                     | 1033 ABLE EQUIPMENT RENTAL            |                                       |       |            |
|                                     | 20101 EQUIPMENT RENTAL- 665 OCEAN AVE | 1033 ABLE EQUIPMENT RENTAL            |       |            |

| Vendor number                       | Obligat'n | Description                                                            | Vendor/ Name/<br>Line Nbr Description    | Stage | Amount               |
|-------------------------------------|-----------|------------------------------------------------------------------------|------------------------------------------|-------|----------------------|
| A20 610.08 - Grant - Other Expenses |           |                                                                        |                                          |       |                      |
|                                     |           |                                                                        | *** Continued ***                        |       |                      |
|                                     | 1033      | ABLE EQUIPMENT RENTAL                                                  | 1<br>*** Vendor total ***                | Inv   | 6,498.00<br>6,498.00 |
|                                     | 1034      | NORTHEASTERN HARDWARE CO., INC<br>20102 HARDWARE & MATERIALS-665 OCEAN | 1034 NORTHEASTERN HARDWARE CO., INC<br>1 | Inv   | 4,929.54             |
|                                     | 1034      | NORTHEASTERN HARDWARE CO., INC                                         | *** Vendor total ***                     |       | 4,929.54             |
| A20 610.08 - Grant - Other Expenses |           |                                                                        |                                          |       |                      |
|                                     |           |                                                                        | *** Account total ***                    |       | 37,073.41            |
| A20 610.15 - Construction           |           |                                                                        |                                          |       |                      |
|                                     | 965       | MAST CONSTRUCTION SERVICES, IN<br>20096 BERRY LANE PARK - CONST. MANGM | 965 MAST CONSTRUCTION SERVICES, IN<br>1  | Inv   | 17,225.00            |
|                                     | 965       | MAST CONSTRUCTION SERVICES, IN                                         | *** Vendor total ***                     |       | 17,225.00            |
|                                     | 994       | FLANAGAN CONTRACTING GROUP, IN<br>20131 BERRY LANE PARK - SITE IMPROVE | 994 FLANAGAN CONTRACTING GROUP, IN<br>1  | Inv   | 89,855.39            |
|                                     |           |                                                                        | 2                                        | Inv   | 51,058.42            |
|                                     |           |                                                                        | 3                                        | Inv   | 347,118.87           |
|                                     | 994       | FLANAGAN CONTRACTING GROUP, IN                                         | *** Vendor total ***                     |       | 488,032.68           |
|                                     | 1004      | GENERAL RECREATION, INC<br>20097 BERRY - PURCHASE OF VARIOUS IT        | 1004 GENERAL RECREATION, INC<br>1        | Inv   | 236,925.10           |
|                                     | 1004      | GENERAL RECREATION, INC                                                | *** Vendor total ***                     |       | 236,925.10           |
| A20 610.15 - Construction           |           |                                                                        |                                          |       |                      |
|                                     |           |                                                                        | *** Account total ***                    |       | 742,182.78           |
| A20 630.01 - Grant - Demolition     |           |                                                                        |                                          |       |                      |
|                                     | 1029      | PINNACLE DEVELOPMENT<br>20133 DEMOLITION FOR 663-665 OCEAN A           | 1029 PINNACLE DEVELOPMENT<br>1           | Inv   | 36,954.00            |
|                                     | 1029      | PINNACLE DEVELOPMENT                                                   | *** Vendor total ***                     |       | 36,954.00            |
| A20 630.01 - Grant - Demolition     |           |                                                                        |                                          |       |                      |
|                                     |           |                                                                        | *** Account total ***                    |       | 36,954.00            |
| * Report total *                    |           |                                                                        |                                          |       |                      |
|                                     |           |                                                                        | *** Total ***                            |       | 1,125,943.34         |

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE PERSONNEL LIST AS OF  
JANUARY 19, 2016**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency  
have received copies of the Personnel List as of January 19, 2016.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the  
Jersey City Redevelopment Agency that the Personnel List as of January 19, 2016 be  
approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of  
Commissioners adopted at their Meeting dated 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 Verducci                    | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
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**

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

**WHEREAS**, the City has adopted the Grand Jersey Redevelopment Plan in order to effectuate the redevelopment of the Grand Jersey Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency ("Agency") and Grand Jersey Waterfront Urban Renewal Associates, LLC ("Redeveloper"), collectively, "the Parties," entered into a redevelopment agreement dated June 23, 2005, for a two-phase development of a project in the Grand Jersey Redevelopment Area and subsequent amendments thereto; and

**WHEREAS**, on June 4, 2013, the Parties entered into a Fifth Amendment to the redevelopment agreement; and

**WHEREAS**, in Paragraph 3(c) of the Fifth Amendment, the Parties agreed to extend the Due Diligence Period for Phase II to December 1, 2015; and

**WHEREAS**, the Amended Schedule C contained in the Fifth Amendment reiterated the Redeveloper's obligation to notify the Agency in writing no later than December 1, 2015 of its election either to terminate the redevelopment agreement or proceed with the project, which deadline the Parties agreed could not be extended without formal action; and

**WHEREAS**, beginning October, 2015, the Parties entered into negotiations to amend the terms of the Agreement, and subsequently signed a Stand Still Letter dated December 1, 2015, annexed hereto as **Exhibit A**, which stipulated the Parties have until January 21, 2016 to request a resolution authorizing an extension of the Due Diligence period; and

**WHEREAS**, the Parties desire to extend the Due Diligence period for ninety (90) days, beginning December 1, 2015 until March 1, 2016, by entering into a Seventh

Amendment to the redevelopment agreement by the Board of Commissioners of the Agency; and

**WHEREAS**, the Parties agree that should they fail to reach agreement on further amendments by March 1, 2016, the Due Diligence period shall expire; and

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

**Section 1.** The above recitations are hereby incorporated herein as if set forth at length.

**Section 2.** The Due Diligence period described in Paragraph 3(c) of the Fifth Amendment is hereby extended for a period of ninety (90) days, beginning December 1, 2015 until March 1, 2016.

**Section 3.** The Amended Schedule C contained in the Fifth Amendment is hereby amended to reflect that the Due Diligence period described in Paragraph 3(c) of the Fifth Amendment is extended for ninety (90) days, beginning December 1, 2015 until March 1, 2016, not to be further extended without formal action.

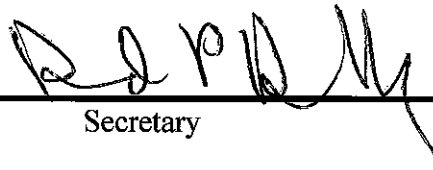
**Section 4.** This extension is granted without prejudice to any rights, duties or obligations in the redevelopment agreement or any amendment thereto. Nothing contained in the herein resolution shall constitute a waiver of rights, a declaration against interest, or admission of liability in connection with the redevelopment agreement or any amendment thereto or applicable law.

**Section 5.** The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to execute and deliver one or more copy of the Seventh Amendment described herein, and to undertake all actions necessary to effectuate this Resolution.

**Section 6.** This Resolution shall take effect immediately.

16-01-23

| 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             | ✓   |     |         |        |

  
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.



**Exhibit A**

**Stand Still Letter**



# JERSEY CITY

## REDEVELOPMENT AGENCY

### COMMISSIONERS

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

### EXECUTIVE

—  
DAVID P. DONNELLY  
EXECUTIVE DIRECTOR  
—  
DIANA JEFFREY, ESQ.  
GENERAL COUNSEL  
—  
STEVEN M. FULOP  
MAYOR

December 1, 2015

George Garcia, Esq.  
Genova Burns  
30 Montgomery Street, 11th Floor  
Jersey City, NJ 07302

Re: Grand Jersey Waterfront Urban Renewal Associates, LLC

Dear Mr. Garcia:

This letter contains the terms of the parties' Stand Still Agreement.

### STAND STILL AGREEMENT

WHEREAS, the Jersey City Redevelopment Agency ("Agency") and Grand Jersey Waterfront Urban Renewal Associates, LLC ("Redeveloper"), collectively, "the Parties," entered into a redevelopment agreement dated June 23, 2005, for a two-phase development of a project in the Grand Jersey Redevelopment Area and subsequent amendments thereto; and

WHEREAS, on June 4, 2013, the Parties entered into a Fifth Amendment to the redevelopment agreement; and

WHEREAS, on November 15, 2013, the Redeveloper elected to terminate the redevelopment agreement as it pertains to Phase I of the project only; and

WHEREAS, in Paragraph 3(c) of the Fifth Amendment, the Parties agreed to extend the Due Diligence Period for Phase II to December 1, 2015, and recognized the Redeveloper's right to terminate the redevelopment agreement any time prior to the

expiration of the Due Diligence period, for any reason or no reason, and receive a return of the Deposit and Payment; and

WHEREAS, the Amended Schedule C annexed to the Fifth Amendment to the redevelopment agreement, reiterated the Redeveloper's obligation to notify the Agency in writing no later than December 1, 2015 of its election either to terminate the redevelopment agreement and receive a return of its Deposit and Payment, or proceed with the project; and

WHEREAS, the Amended Schedule C further stipulated that failure of the Redeveloper to elect to terminate the redevelopment agreement by the December 1, 2015 deadline would constitute a waiver of its right to terminate and the Redeveloper would therefore be required to proceed to develop the project or be deemed in default by the Agency; and

WHEREAS, the Amended Schedule C further stipulated that the December 1, 2015 deadline could not be extended by the Agency; and

WHEREAS, the Parties desire to extend the Due Diligence period, which the Parties agree and acknowledge can only be done by adoption of a resolution authorizing the execution of a Seventh Amendment to the redevelopment agreement by the Board of Commissioners of the Agency; and

WHEREAS, the Parties are currently in negotiations to draft a Seventh Amendment which will extend the Due Diligence period and present same to the Board of Commissioners; and

WHEREAS, the Parties have agreed to hold their respective rights, duties and obligations under the redevelopment agreement and Fifth Amendment in abeyance until January 21, 2016; and

WHEREAS, by signing the Stand Still Agreement neither party foregoes, forsakes, or relinquishes any right or remedy at law or in equity or pursuant to the redevelopment agreement, except as otherwise provided for in this Letter.

THEREFORE, the Parties agree as follows:

1. The Redeveloper may refrain from making an election to terminate or proceed with the project and request a return of the Deposit and Payment.

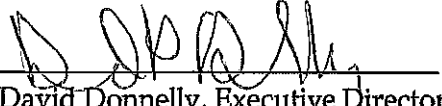
2. The Agency will refrain from asserting its right to hold the Redeveloper in default for not discharging its obligation to make an election.
3. The Parties will continue to negotiate an extension of the Due Diligence period, and draft a Seventh Amendment reflecting same.
4. Should the parties reach a mutually agreeable extension, the Agency will present a resolution to the Board of Commissioners at its January 20, 2016 meeting requesting authorization to enter into a Seventh Amendment extending the Due Diligence period.
5. This Agreement is being entered into and without prejudice to any rights, duties or obligations in the redevelopment agreement or any amendment thereto, except as otherwise provided for in this Letter.. Both parties reserve the right to exercise all rights and remedies available to it under the redevelopment agreement or any amendment thereto, should this Stand Still Agreement expire without the Board adopting a resolution authorizing a Seventh Amendment to extend the Due Diligence period. Nothing in this Stand Still Agreement shall constitute a waiver of rights, a declaration against interest, or admission of liability in connection with the redevelopment agreement or any amendment thereto or applicable law.

This Stand Still Agreement will take effect immediately.



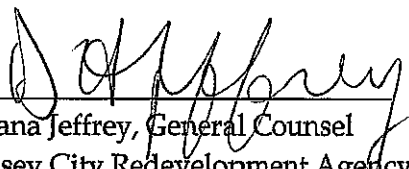
George Garcia, Esq.  
As counsel for Grand Jersey Waterfront  
Urban Renewal Associates, LLC

DATED: 12.1.2015



David Donnelly, Executive Director  
Jersey City Redevelopment Agency

DATED: 12/1/15



Diana Jeffrey, General Counsel  
Jersey City Redevelopment Agency

DATED: 12-1-15

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING AN AMENDMENT OF THE  
REDEVELOPMENT AGREEMENT AND PLEDGE  
AGREEMENT BETWEEN THE AGENCY AND  
REDEVELOPER FOR ONE JOURNAL SQUARE PROJECT  
LOCATED AT BLOCK 9501, LOT 23 IN THE JOURNAL  
SQUARE 2060 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**, in Section 2.18 of the Agreement, 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"), which obligation was further delineated in a Pledge Agreement annexed to the Agreement as Exhibit D and made a part thereto, duly executed by the Parties; and

**WHEREAS**, the Redeveloper agreed to make payments of the Contribution Funds according to the timeline set forth in Section 2.18 of the Agreement and Section 1(b) of the Pledge Agreement; and

**WHEREAS**, by agreement of the Parties, the payment schedule is amended to include payment of \$500,000.00 of a non-refundable Cash Contribution on or before January 15, 2016, and delivery of an irrevocable Direct Pay Letter of Credit to the Agency in the amount of two million dollars (\$2,000,000.00) no later than February 29, 2016, subject to terms and conditions as may be agreed to by the Parties in the amendment.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency authorizes an amendment to the payment schedule for the Contribution Funds contained in Section 2.18 of the Agreement and in Section 1(b) of the Pledge Agreement as follows:

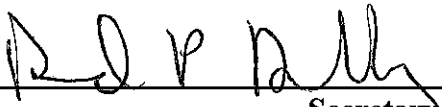
**Section 1.** Redeveloper shall pay the sum of \$500,000 representing the non-refundable Cash Contribution, as defined in the Pledge Agreement, on or before January 15, 2016, with the option of a fourteen day extension, as may reasonably be required, at the Executive Director's sole discretion, which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

**Section 2.** Redeveloper shall deliver to the Agency shall an Irrevocable Direct Pay Letter of Credit, in substantially the form attached hereto as Exhibit 1, 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 day extension, as may reasonably be required, at the Executive Director's sole discretion

**Section 3.** If the Redeveloper breaches the terms of this amended payment schedule, 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.

**Section 4.** This Resolution shall take effect immediately.

**BE IT FURTHER RESOLVED,** The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to execute and deliver one or more copy of the amendment described herein, and to undertake all actions necessary to effectuate this Resolution, subject to modification as deemed necessary by the Agency's General Counsel.

  
Secretary

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

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| 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 AUTHORIZING THE  
EXECUTION OF ONE OR MORE ESCROW  
AGREEMENTS WITH RESPECT TO PRE-  
DEVELOPMENT ACTIVITIES IN PAULUS HOOK  
REDEVELOPMENT AREA**

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

**WHEREAS**, the City has adopted the Paulus Hook Redevelopment Plan in order to effectuate the redevelopment of the Paulus Hook Redevelopment Area; and

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

**WHEREAS**, the Agency wishes to enter into one or more escrow agreements with affiliates of the L&M Development Partners, Inc. in order to defray the cost of such Pre-Development Activities,

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

**Section 1.** The above recitations are hereby incorporated herein as if set forth at length.

**Section 2.** The execution of one or more escrow agreements in substantially the form attached hereto as Exhibit A, subject to additions, deletions, modifications or revisions deemed necessary or desirable by the Agency in consultation with counsel, is hereby approved.

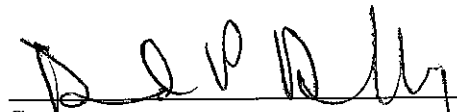
**Section 3.** The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to execute and deliver one or more escrow agreements described herein, and to undertake all actions necessary to effectuate this Resolution.

**Section 4.** This Resolution shall take effect immediately.



16-01-25

| 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             | ✓   |     |         |        |

  
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.

**EXHIBIT A**

Form of Escrow Agreement

## **ESCROW AGREEMENT**

This Escrow Agreement("Agreement") is made as of the \_\_\_\_ day of January, 2016 by and among the **Jersey City Redevelopment Agency** (the "Agency"), with an address of 66 York Street, Floor 2, Jersey City, NJ 07302, PH Redevelopment LLC, with an address of 1865 Palmer Avenue, Suite 203, Larchmont, NY 10538, New York (the "Entity").

### ***WITNESSETH:***

**WHEREAS**, the Entity and the Agency intend to pursue pre-development activities for the Project known as 100 Montgomery/Paulus Hook Towers, including the exploration of forms of financial assistance and capital financing and the negotiation of related agreements, if necessary (the "**Pre-Development Activities**"), with respect to the Paulus Hook Redevelopment Area that has been designated by the City of Jersey City (the "**City**") as an area in need of redevelopment pursuant to the *Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), and pursuant to the Paulus Hook Redevelopment Plan; and

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

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

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

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

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

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

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

- 7. Disputed Charges.** (a) The Entity may dispute the propriety or reasonableness of professional charges paid out of the Escrow Deposit by written notice to the Agency. A copy of such notice shall be sent simultaneously to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within 30 days from the Entity's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Entity with an informational copy of the voucher, then the Entity shall send notice within 30 days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Entity's acceptance of the charge and a waiver by the Entity of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Agency and the Entity cannot agree on the resolution of a disputed charge, the parties agree to arbitrate the matter, with a retired judge mutually agreeable to the parties acting as arbitrator. During the pendency of a dispute, the Agency shall not pay the disputed charges out of the escrow account, but may continue to pay undisputed charges out of the escrow account.
- 8. Governing Law.** This Escrow Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Entity hereby waive all objections to such venue.
- 9. Successors and Assigns.** This Escrow Agreement shall be binding upon, and inure to the benefit of, the parties hereto and upon each party's successors and assigns.
- 10. Review by Counsel.** Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this Agreement to be drawn, as counsel for both the Entity and the Agency have combined in their review and approval of same.
- 11. Entire Agreement; No Modification Unless in Writing.** This Escrow Agreement contains the entire agreement of the parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the parties hereto.
- 12. Counterparts.** This Agreement may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 13. Effective Date.** This Agreement shall not become effective unless and until the Initial Escrow Deposit has been made.

**14.Notices.** All notices to the Entity shall be sent to the address set forth on the first page hereof Attn: Jeffrey B. Feldman, Esq. with a copy sent to the Entity at the following address: 419 Park Avenue South, 18<sup>th</sup> Floor, New York, NY 10016, Attn: Jon Cortell.

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

Witness or Attest:

**Jersey City Redevelopment Agency**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**PH Redevelopment LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

## **EXHIBIT A**

### **GLUCK WALRATH, LLC, Special Redevelopment Counsel**

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

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING ENTERING INTO PROFESSIONAL  
SERVICES AGREEMENT NO. 16-01-MPN2 WITH HELENA  
RUMAN ARCHITECTS FOR CONSULTING SERVICES IN  
THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT  
AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law (NJSA 40A:12A-1 et seq.) the Agency undertook two major stabilization projects at the Jersey City Powerhouse to protect the building from water infiltration which included; enclosure of the monumental window openings; demolition of the smokestacks, removal of the roof top monitors that were in poor physical condition and temporary strapping of the exterior tower 125 feet high located on the easterly side of the Powerhouse structure; and

**WHEREAS**, due water penetration from the into the building and subsequent metal corrosion, materials used to strap the tower have aged beyond their useful lives and of particular concern are the salts which continue to damage the interior structure of the bricks as crystallization occurs; and

**WHEREAS**, a recent inspection revealed several straps used to stabilize the tower have broken and poses a potential safety hazard to personnel working at the site as well as passersby;

**WHEREAS**, due to the emergent nature the Agency's Executive Director summoned our construction manager to the site for further inspection of the tower; and

**WHEREAS**, Helena Ruman Architects has submitted a proposal in connection with temporary re-strapping of the masonry tower; and



WHEREAS, the proposal provides for development of technical specifications, preparation of bidding documents, and construction administration to ensure adherence to contract documents during construction activities in an amount not to exceed \$6,800.00; and

WHEREAS, Agency staff determined that the January 15, 2016 proposal from Helena Ruman Architects is a fair and equitable price for the services required and recommends that the Board of Commissioners award a contract to Helena Ruman Architects; and

WHEREAS, the Executive Director has determined and certified in writing, that the value of the contract exceeds \$17,500.00; and

WHEREAS, Helena Ruman Architects has completed and submitted a Business Entity Disclosure Certification which certifies the 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

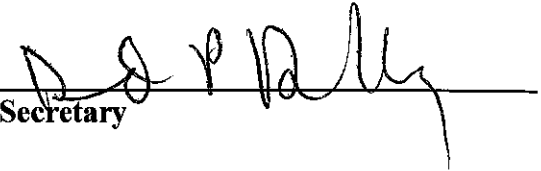
WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq. these services are professional services and therefore exempt from public bidding.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Jersey City Redevelopment Agency that: 1) the above recitals are incorporated herein as if set forth at length; 2) the January 15, 2016 letter proposal of Helena Ruman Architects is attached hereto and incorporated herein; 3) a Professional Services Contract in the amount of \$6,800.00 is hereby awarded to Helena Ruman Architects.

**BE IT FURTHER RESOLVED**, 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 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).

**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 Greene                         | ✓          |            |                |               |
| Rolando R. Lavarro, Jr.             |            |            |                | ✓             |
| Donald R. Brown                     | ✓          |            |                |               |
| John D. Petkanas                    | ✓          |            |                |               |
| Russell Verducci                    | ✓          |            |                |               |

# HELENA RUMAN ARCHITECTS

January 15, 2016

VIA Email and U.S. Mail

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

RE: Proposal for Professional Services  
Jersey City Powerhouse Stabilization  
First and Washington Streets  
Jersey City, NJ

Dear Mr. Donnelly:

We are pleased to submit this Proposal to provide professional services in connection with development of bid documents for temporary strapping of masonry tower on top of the Powerhouse.

## PROJECT DESCRIPTION

The Jersey City Redevelopment Agency undertook projects in the past for stabilization of the Powerhouse structure. Temporary strapping was installed on the exterior of masonry tower 125 feet high located on the easterly side of the Powerhouse structure. Two (2) of these straps at the top of the tower failed. These straps have to be replaced under emergency provisions. Since these straps were installed almost three (3) years ago, there it is probable that some of the remaining straps might have been disturbed and will need to be replaced as well. The architect will prepare construction documents consisting of technical specifications for replacement of these straps.

## SCOPE OF SERVICES

The Architect shall provide architectural services for the Project limited to development of technical specifications and construction administration during construction phase as outlined below. Services shall be performed in a manner consistent with professional skill and care.

The following is a breakdown of the work phases of the Project and the related professional services to be provided:

### PHASE 1 – DEVELOPMENT OF CONSTRUCTION DOCUMENTS

- A. Architect shall prepare technical specifications for replacement of defective straps around the tower walls.
- B. Architect shall assist the Agency in preparing the bid documents.

### PHASE 2 – BIDDING AND NEGOTIATIONS

- A. Architect shall review pre-qualification documents submitted by prospective bidders.

ARCHITECTURE • ENGINEERING • PLANNING      201/656-5571/Tel.  
215 Fourteenth Street, Jersey City, New Jersey 07310-1293      201/656-1129/Fax.

- B. Architect shall assist the Owner in obtaining bids and/or negotiating contracts.
- C. The Architect shall evaluate received bids, and advise the Owner on contract award. Following award of the contract by the Redevelopment Agency, the Architect shall review submitted contract documents by the contractor including certificate of insurance policies and performance and payment bonds.

### **PHASE 3 – CONSTRUCTION ADMINISTRATION**

- A. Architect shall coordinate and attend a preconstruction meeting with the contractor followed up with written reports to the Agency.
- B. Following contractor's mobilization to the site the Architect shall check condition of existing straps on the tower utilizing contractor's hydraulic manlift.
- C. Architect shall monitor adherence to contract documents through site visits including quality of stabilization activities. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, method, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely the contractor's rights and responsibilities under the contract documents.
- D. Architect shall administer applications for payments submitted by the contractor.

### **WORK NOT INCLUDED**

- A. Any architectural or engineering design services beyond development of technical specifications for tower strapping.
- B. Materials testing or intrusive inspections.

### **COMPENSATION**

The Agreement between the Architect and the Owner will provide for compensation to the Architect for professional services, based on the hourly rates for services described in Scope of Services, plus reimbursable expenses.

The reimbursable expenses are expenses of reproduction, postage and handling of drawings and other documents, other than for Architect's use, including traveling expenses outside Hudson County.

The parties acknowledge and agree that they cannot predict precisely the extent of professional services that the Architect might be required to perform and what time and resources it will require. Consequently, at this time, the Architect can estimate the cost of her services on the hourly rates listed below. The cost of Architect's services may ultimately be greater or less than the estimated amounts.

The Architect will render the described services for the following estimated amounts not to exceed without prior authorization by the Owner:

Phase 1 – Development of Construction Documents – for estimated amount of

\$ 3,600.00

|                                                                 |             |
|-----------------------------------------------------------------|-------------|
| Phase 2 – Bidding and Negotiations – for estimated amount of    | \$400.00    |
| Phase 3 – Construction Administration – for estimated amount of | \$ 2,800.00 |

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|                      |            |
|----------------------|------------|
| Total Estimated Fees | \$6,800.00 |
|----------------------|------------|

Architect's compensation shall be based on the following hourly rates.

|                      |           |
|----------------------|-----------|
| Principal Architect: | \$175/hr. |
| Associate Architect: | \$135/hr. |

These hourly rates include Architect's overhead, profit and the cost of insurance policies purchased and maintained during terms of Agreement.

Owner shall instruct the Architect to proceed with each phase individually.

The Architect shall submit periodic statements for services rendered and for reimbursable expenses incurred. The amount of the Architect's fee billed will be based on the fees listed for each Project phase or an appropriate percentage of each phase completed. Architect's invoices are payable in 30 days.

The Owner is to pay for all filing and permit fees.

If the scope of the Project should change substantially, the Architect's compensation shall be subject to renegotiations.

In the event of termination of Agreement, though not the fault of the Architect, the Architect shall be compensated for the services provided to the termination date.

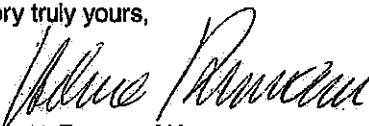
#### **GENERAL AND MISCELLANEOUS**

The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, polychlorinated biphenyl (PCB), lead or other toxic substances.

It is agreed that the aggregate liability, professional or otherwise, of Helena Ruman Architects, its principal, employees and consultants, is limited to the amount of compensation paid to Helena Ruman Architects in connection with its Work under this contract.

Thank you for your consideration of our Proposal. This Proposal remains valid for ninety (90) days.

Very truly yours,



Helena Ruman, AIA  
HR/lw

**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**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of 1992 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (the "Redevelopment Law", as codified by N.J.S.A. 40A:12A-1 et seq.), the Jersey City Redevelopment Agency (the "Agency") has determined to issue its Redevelopment Area Taxable Bonds (Journal Squared Project) (the "Bonds") in the original aggregate principal amount of not to exceed \$10,000,000, which may be issued in one or more series, which together with other funds that may be contributed by or on behalf of the Developer, to: (1) fund certain of the costs (including the acquisition of land) of the Redevelopment Project (defined below) located in the Journal Square section of Jersey City, New Jersey (the "City"); (2) fund capitalized interest on the Bonds, and (3) pay certain costs incidental to the issuance and sale of the Bonds, together with other costs permitted by the Redevelopment Law (collectively, the "Project"); and

**WHEREAS**, on August 19, 2014, the Agency adopted a resolution entitled "BOND RESOLUTION 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" (the "Original Resolution"). All terms used and not defined herein shall have the meaning set forth in the Original Resolution.

**WHEREAS**, the Original Resolution authorized the issuance of Bonds, delegated the approval of certain documents and designated bond counsel and the trustee; and

**WHEREAS**, the Agency now wishes to approve the forms of documents and change both bond counsel;

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

**Section 1. Forms of Documents.**

Section 7(a) of the Original Resolution is hereby amended to read as follows:

The Trust Indenture, the Funding Agreement, and the Pledge and Assignment Agreement in substantially such form as attached hereto as Exhibits A, B and C, with such changes as may be approved by an Authorized Officer, are hereby approved. The Authorized Officers are hereby authorized to approve, execute, acknowledge and consent to and/or deliver such other documents which may be used in connection with the initial placement and sale of the Bonds, and any other such documents, certificates, instruments or agreements as may be necessary or appropriate in connection with the issuance of the Bonds, each in such form and substance as is customary for transactions of this nature (collectively, with Exhibits A, B and C, the "Financing Documents").

**Section 2. Appointment of Certain Parties**

Section 8(a) of the Original Resolution is hereby amended to read as follows:

(a) Gluck Walrath LLP is hereby appointed as bond counsel to the Agency.

**Section 3. Bond Issuance Fee.** The Original Resolution is hereby amended to provide that the Agency shall receive a bond issuance fee payable upon closing in the amount of fifty thousand dollars (\$50,000.00).

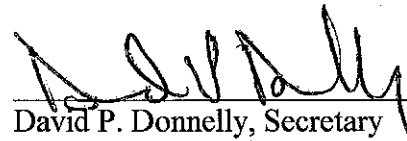
**Section 4.** All provisions of the Original Resolution, other than those amended by the provisions of this resolution, are incorporated herein by reference as if set forth at length herein. Such provisions shall remain in full force and effect.

**Section 5. Incidental Action.** The Authorized Officers are hereby authorized to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the execution and delivery of the Indenture, and the issuance and sale of the Bonds, as described in the recitals hereto, all in accordance with the foregoing sections hereof.

**Section 6. Ratification of Prior Actions.** All acts previously undertaken by the Agency in connection with the Redevelopment Project and the authorization, sale and issuance of the Bonds are hereby ratified and approved in all respects.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at its meeting of January 19, 2016

  
David P. Donnelly, Secretary

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