

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT NO. 16-04-CF7 WITH NEW
JERSEY REALTY ADVISORY GROUP, LLC, FOR THE PREPARATION
OF AN ACQUISITION APPRAISAL OF PROPERTY KNOWN AS 239
SUYDAM AVENUE WITHIN THE MORRIS CANAL REDEVELOPMENT
AREA**

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

WHEREAS, the Agency is desirous of contracting with New Jersey Realty Advisory Group, LLC of Perth Amboy, New Jersey to provide professional real estate acquisition appraisal services for properties located in Block 20304, Lot 39, and known as 239 Suydam Avenue, within the Morris Canal Redevelopment Area, and which properties are further depicted on the attached City tax map; and

WHEREAS, New Jersey Realty Advisory Group, LLC has provided these services to the Agency in the past and has demonstrated the knowledge and expertise required in the field of endeavor; and

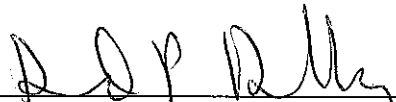
WHEREAS, said contract will be for a term not to exceed one (1) year and shall be in an amount not to exceed **\$1,800.00**; and

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

16-04-18

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that a Contract in the not to exceed amount of \$1,800.00 be awarded to New Jersey Realty Advisory Group, LLC for the purpose of rendering real estate acquisition appraisal services for property located within the Morris Canal Redevelopment Area. Notice of this award shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

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


 SECRETARY

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

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Russell Verducci				✓

New Jersey Realty Advisory Group, LLC

333 State Street, PO Box 807, Perth Amboy, NJ 08861

Phone: (732) 853-0271 * Fax: (732) 853-0273

April 12, 2016

Maureen F. Mortola
Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302

RE: 239 Suydam Ave
Jersey City, NJ
Acquisition Appraisal

Dear Maureen:

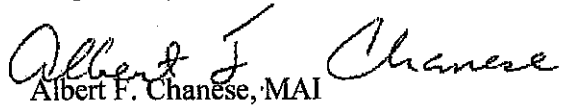
In response to your request New Jersey Realty Advisory Group, would be able to provide you with a appraisal report for the above captioned property. The purpose of the appraisal is estimate the value for the acquisition of the site.

The report will be delivered as a draft for review before the final report is to be completed

Our fee for this assignment will be \$1,800. The assignment will be completed with 3 to 4 weeks from the authorization to proceed. We will provide you with 2 bound copies of the report along with an electronic version of the report.

If you have any additional questions for comments, please email me or call me at (732) 853-0271.

Respectfully submitted,


Albert F. Chanese, MAI

DATE	BY	REVISIONS
1/1/01	CHAS. J. AMERSON	1 - 6

SEE SHEET 202

SEE SHEET 200

WHITON

STREET

29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED	RECORDED
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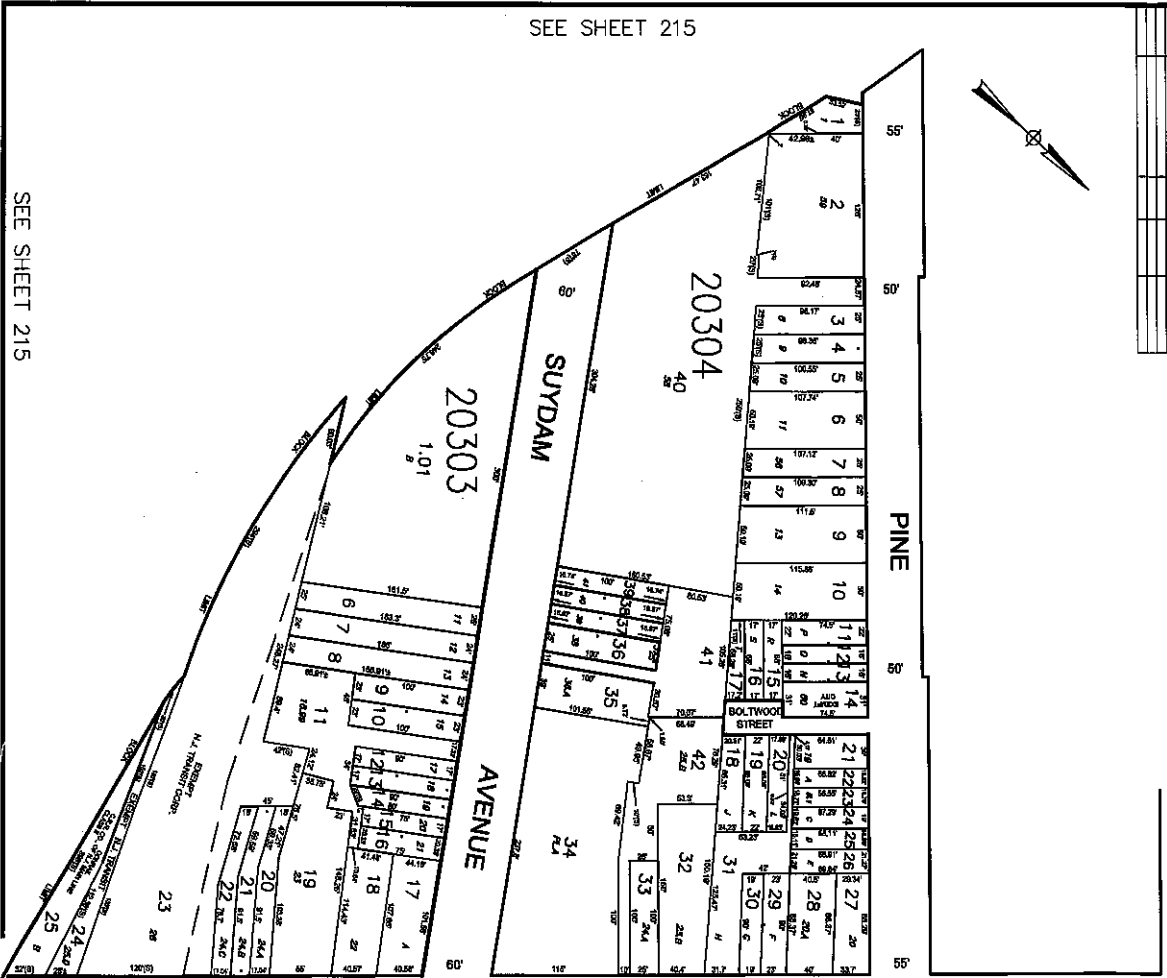
STREET

STREET

29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1
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29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11	10	9	8	7	6	5	4	3	2	1

LAFAYETTE

MONITOR



SEE SHEET 215

SEE SHEET 215

SEE SHEET 158



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50'
AUGUST 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 THINDALL ROAD, WOODLAWN TOWNSHIP
NEW JERSEY, 07749



SEE SHEET 190

NOTE:

The following appraisers were solicited for the preparation of an acquisition appraisal of 239 Suydam Avenue:

McGuire Associates (Hugh McGuire) - declined

Cooney Bovasso Realty Advisors, Inc. (Bob Bovasso) - \$3,900.00

New Jersey Realty Advisory Group, LLC (Al Chanese) - \$1,800.00

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

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

WHEREAS, the Morris Canal Redevelopment Plan contemplates the redevelopment of 1 Berry Road AKA the "Berry Lane Park", a project of the Agency; and

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

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

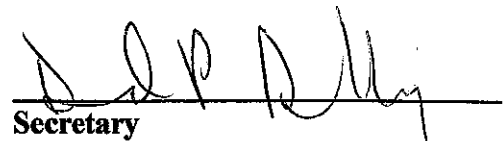
WHEREAS, the State of New Jersey provides funding for environmental investigation and remediation through the Hazardous Discharge Site Remediation Fund (HDSRF); and

WHEREAS, the Jersey City Redevelopment Agency has applied for HDSRF monies in the amount of \$267,329.00 for this purpose.

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

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

2. The above referenced grant in the amount of \$267,329.00 is hereby accepted upon receipt of notification of the grant award from the State of New Jersey;
3. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all necessary grant closing and other related documents in order to effectuate the purposes of this resolution, subject to the review and approval of the Agency's General Counsel;
4. A certified copy of this Resolution is to be forwarded to the New Jersey Economic Development Authority.


 Secretary

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

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell J. Verducci				✓

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

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

WHEREAS, the Morris Canal Redevelopment Plan contemplates the redevelopment of 1 Berry Road AKA the "Berry Lane Park", a project of the Agency; and

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

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

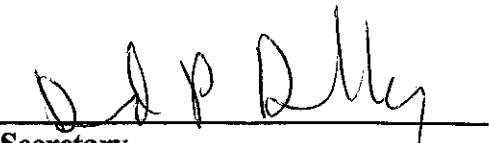
WHEREAS, the State of New Jersey provides funding for environmental investigation and remediation through the Hazardous Discharge Site Remediation Fund (HDSRF); and

WHEREAS, the Jersey City Redevelopment Agency has applied for HDSRF monies in the amount of \$1,093,052.00 for this purpose.

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

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

2. The above referenced grant in the amount of \$1,093,052.00 is hereby accepted upon receipt of notification of the grant award from the State of New Jersey;
3. The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all necessary grant closing and other related documents in order to effectuate the purposes of this resolution, subject to the review and approval of the Agency's General Counsel;
4. A certified copy of this Resolution is to be forwarded to the New Jersey Economic Development Authority.



 Secretary

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

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell J. Verducci				✓

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

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

WHEREAS, at its meetings of May 20, 2014, November 18, 2014, November 17, 2015, and January 19, 2016 the Board of Commissioners authorized Contract No. 14-05-BD7 with MAST Construction, Inc.; and

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

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

WHEREAS, MAST Construction Services, Inc. has submitted a proposal for additional construction management services dated March 14, 2016 in the amount not to exceed \$27,000.00; and

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


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

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No. 14-05-BD8 with MAST Construction Services, Inc. in the amount not to exceed \$27,000.00 for a new contract amount not to exceed \$418,575.00 (attached) be awarded in accordance with N.J.S.A 40A:20.4 et seq. pursuant to Fair and Open Contracts.

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


Secretary

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

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell J. Verducci				✓

MAST

MAST CONSTRUCTION SERVICES, INC.

March 14, 2016

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

Re: Berry Lane Park Phase IV Site Improvements

Dear Mr. Delisle:

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

MAST's services for full time supervision will expire on March 31, 2016 and the remaining one (1) month of April 2016 was slated for closeout of the project at \$8,650.

MAST is proposing a reduced monthly fee for the duration of April and March 2016 for two (2) months with the one (1) month of closeout fee from the original contract to follow for June 2016.

Phase	Duration (Months)	Fee Per Month	Total Fee
Reduced Construction Supervision added for April 2016	1	\$15,500	\$15,500
Reduced Construction Supervision added for May 2016	1	\$11,500	\$11,500
Closeout Phase for April 2016 (previously approved base contract)	1	\$8,650	
TOTAL			\$27,000

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

Sincerely,

MAST Construction Services, Inc.



Paul Skabich
Project Executive

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SIXTH AMENDMENT TO CONTRACT NUMBER 10-10-BD12 WITH DRESDNER ROBIN ENVIRONMENTAL MANAGEMENT, INC. FOR ENVIRONMENTAL SERVICES IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, at its meeting on October 19, 2010, as amended, on the Board of Commissioners authorized entering into Contract Number 10-10-BD12 with Dresdner Robin Environmental Management, Inc for professional environmental services in the Morris Canal Redevelopment Area; and

WHEREAS, the Agency requires additional professional environmental services for the investigation and remediation of chromium within the former Morris Canal within the Berry Lane Park Project Area; and

WHEREAS, Dresdner Robin Environmental Management, Inc, who responded to the Request for Qualifications for Professional Environmental Services which the Agency published on March 23, 2016 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 April 19, 2016, by Resolution of the Board of Commissioners; and

WHEREAS, Dresdner Robin Environmental Management, Inc has submitted a proposal for the additional work dated April 14, 2016 for \$95,608.00 for a new contract amount not to exceed \$1,303,496.00 (attached); and

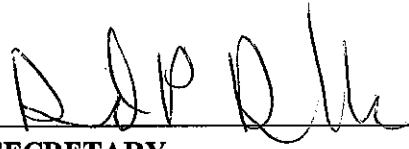
WHEREAS, funds for the work will be provided by PPG Industries, Inc. pursuant to an Agreement whereby PPG will pay for the cost of the investigations, which was duly authorized by the Jersey City Redevelopment Agency Board of Commissioners at their meeting of July 20, 2010; and

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 Contract Number 10-10-BD12 with Dresdner Robin Environmental Management is hereby amended and increased by \$95,608.00 for a new contract amount not to exceed \$1,303,496.00 and is extended for a period of one year; and

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

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


SECRETARY

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

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

L:\AGENDA\APRIL-2016\Drem Sixth Amend 10-10-BD12 reso.wpd

April 14, 2016

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

**RE: Proposal for Environmental Services
Berry Lane Park – Chromium Related Remediation
Jersey City, NJ 07302
Proposal # 00080-807**

Dear Mr. Ben Delisle

Dresdner Robin is pleased to provide you with this proposal for environmental services in connection to the above referenced project. The scope of work has been developed in consultation with the Licensed Site Remediation Professional (LSRP) for this project and includes out of scope work already conducted as well as anticipated efforts moving forward through issuance of an Area of Concern Specific Response Action Outcome (RAO).

SCOPE OF WORK

Out of Scope Services Previously Rendered

1. Groundwater investigations pursuant to Dresdner Robins December 2014 memorandum (reviewed and approved by PPG)
2. Investigation/Remediation of CCPW at Corner of Berry Lane Road and Communipaw Avenue
 - Collection of soil samples
 - Laboratory analysis
 - Coordination and conference calls with PPG/Arcadis/NJDEP/AECOM/JCRA
 - Site visits
 - Remediation oversight
 - Review/approval of clean fill
3. Additional Ground Water Sampling and Analysis for Nickel
4. March 2015 Groundwater Summary Memorandum
5. Public Meetings – GRACO Community Organization
 - Compilation of soil manifests for GRACO

DRESDNER ROBIN

Engineering
Environmental
Planning
Land Survey
Landscape
Architecture
Real Estate
Consulting

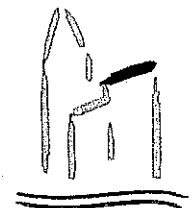
1 Evertrust Plaza
Suite 901
Jersey City, NJ 07302
201.217.9200
201.217.9607 FAX

603 Mattison Ave
Suite 4800
Asbury Park, NJ 07712
732.988.7020
732.988.7032 FAX

4300 Haddonfield Rd
Suite 115
Pennsauken, NJ 08109
856.488.6200
856.488.4302 FAX

55 Lane Road
Suite 220
Fairfield, NJ 07004
973.696.2600
973.696.1362 FAX

DresdnerRobin.com



- Attendance at 1 meeting with city council and GRACO
- 6. Review of Compliance Averaging for Metals Prepared by AECOM
 - Coordination and conference calls with AECOM
 - Review of edits
 - Forms for RAR
 - Text discussion in RAR Soil

Anticipated Services through Issuance of RAO

Task 1 - Response to NJDEP Comments to RIR Groundwater Report

Upon receipt and review of NJDEP comments on the draft RIR Groundwater Report, Dresdner Robin will respond to NJDEP comments and will make necessary revisions to the report.

Task 2 - Updated Receptor Evaluation

An updated Receptor Evaluation will be required following the completion of RI activities and will be submitted with the Remedial Investigation Report.

Task 3 - Geological Cross Sections

In response to the Remedial Investigation Report for Ground Water the NJDEP has requested the submittal of geological cross sections showing potentially significant features including but not limited to soil remediation excavation, depth of geological strata, well screen depths, location and depth of sheeting material.

Task 4 - Edits to RIR for Ground Water to Include Historic Information for Chromium Site 121 and Site 207

In response to the Remedial Investigation Report for Ground Water the NJDEP requested a comprehensive discussion related to the ground water investigations (including historical data) associated with AOC-2 Chromium Site 121 and AOC-3 Chromium Site 207.

Task 5 - Response to NJDEP Comments to RAR Soil Report

A formal response by the NJDEP associated with the Remedial Action Report for Soil has not been received as of the date of this proposal. This task allows for revising the report and addressing NJDEP comments.

Task 6 - Issue Area of Concern Specific RAO for Chromium Related Impacts

Upon completion of remediation and the filing of the Deed Notice, Remedial Action Permit and Remedial Action Report, Dresdner Robin will issue an Area of Concern Specific RAO for Chromium Related Impacts. Given the complexity of the Site the RAO will likely include numerous notices and require a significant effort.

Task 7 – Project Management and Coordination

This task allows for ongoing project management and coordination and liaison with the JCRA during the performance of this scope of work.

Task 8 – LSRP Oversight

This task allows for ongoing LSRP oversight during the performance of this project.

COST

Dresdner Robins estimated cost to conduct the scope of work detailed in this proposal is **\$95,608**; a breakdown of the costs per task is attached. All future work will be invoiced monthly on a time and materials basis in accordance with Dresdner Robin's "*Standard Terms and Conditions*" and "*2016 Fee Schedule*" (attached). Please be aware that this proposal does not include NJDEP annual remediation fees or long term monitoring and reporting costs.

To initiate this project, Dresdner Robin requires acceptance of this letter and confirmation of our engagement by your signature in the places provided below. Please sign and return the original contract to Dresdner Robin, attention: Doug Neumann.

Should there be any reason to expand the scope of work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work will be billed monthly at a time and materials basis in accordance with our *2016 Fee Schedule*.

We look forward to working with you on this project and appreciate the opportunity to provide you with this proposal. If you have any questions regarding the information presented in this proposal, please do not hesitate to call either myself at 201.217.9200 ext. 224.

Sincerely,
Dresdner Robin

Doug Neumann

Doug Neumann
Director of Environmental Services

ACCEPTED BY:

Signature

Name: _____

Title: _____

Date: _____

	Unit Cost										Unit Desc.	# Units / Days	Extended Cost	Total
	Director	LSRP	Associate	CPR	Professional VII	Professional VI	Professional V	Professional IV	Professional III	Professional II				
	225	225	200	165	180	160	145	132	120	105	90	88		
Out of Scope Services Previously Rendered														
Anticipated Services through Issuance of RAO														
Task 1 - Response to NIDEP Comments to RIR Groundwater Report														
Labor	2	6				6			8	8	8		1	\$4,230.00
Task 2 - Updated Receptor Evaluation														
Labor	1	6					8		8	8	10		1	\$4,475.00
Task 3 - Geological Cross Sections														
Labor	2	6					8		8				1	\$3,920.00
Task 4 - Edits to RIR for Ground Water to Include Historic Information for Chrome Site 121 and 207														
Labor	2	6					6		8	8	8		1	\$4,230.00
Task 5 - Response to NIDEP Comments to RAR Soil Report														
Labor	2	10					12		16	16	16		1	\$7,560.00
Task 6 - Issue Area of Concern Specific RAO for Chromium-Related Impacts														
Labor	2	10					12		16	16	16		1	\$7,560.00
Task 7 - Project Management and Coordination														
Labor	16						16				8		1	\$6,640.00
Task 8 - LSRP Oversight														
Labor		20											1	\$4,500.00
Total Estimated Cost														

Dresdner Robin

2016 Fee Schedule

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal	\$265.00
Director	\$225.00
Associate Director	\$200.00
Professional VII *	\$180.00
Professional VI *	\$160.00
Professional V *	\$145.00
Professional IV *	\$132.00
Professional III *	\$120.00
Professional II *	\$105.00
Professional I *	\$ 90.00
Technician IV **	\$115.00
Technician III **	\$105.00
Technician II **	\$ 94.00
Technician I **	\$ 88.00
Technician**	\$ 70.00
Administrative Support	\$ 75.00
Geophysical Technician	\$165.00
Survey Crew 2 - person	\$195.00
Survey Crew 3 – person	\$250.00
Licensed Site Remediation Professional (LSRP)	\$225.00
Court Testimony (4 Hour Minimum) Per Hour:	\$350.00
Public Hearing – Meeting/ Testimony Per Meeting	\$875.00

*Professional Designations apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner.

** Technician Designation may apply to any discipline. Functional titles also may include: Construction Resident, Construction Inspector, CAD Operator

Effective 1/01/2016

Client's Initials: _____

**ADDENDUM TO STANDARD TERMS AND CONDITIONS
FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES**

1. APPLICABILITY OF THIS ADDENDUM. The terms and conditions of this Addendum to Standard Terms and Conditions ("Addendum") will apply, in addition to the terms and conditions of Dresdner Robin Environmental Management's ("Dresdner Robin") Standard Terms and Conditions ("ST&Cs"), to the professional services of a Licensed Site Remediation Professional ("LSRP") provided by Dresdner Robin ("LSRP Services"). If, and to the extent that, the terms and conditions of this Addendum conflict or are inconsistent with the terms and conditions of the ST&Cs, the terms and conditions of this Addendum shall apply and control with respect to Dresdner Robin's performance of the LSRP Services.

2. LSRP SERVICES. The LSRP Services to be provided by Dresdner Robin shall consist of the performance of professional services by an LSRP in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and Dresdner Robin's Proposal dated _____, attached hereto and incorporated herein as Appendix A, and any written change order accepted and agreed to by Dresdner Robin and Client. The LSRP performing professional services will be a Dresdner Robin employee who holds a current LSRP license. The LSRP will perform the professional services and tasks that are required to be conducted to complete the work in accordance with the SRRA, and subject to the standards for professional conduct therein, and other applicable remediation requirements. Dresdner Robin may terminate this agreement to provide LSRP Services if it reasonably believes that termination or withdrawal is required by the standards of professional conduct applicable to an LSRP.

3. CLIENT ACKNOWLEDGMENTS AND DUTIES. Client acknowledges and agrees as follows:

- a. During the term of this Agreement, Client agrees to perform or cause to be performed the obligations of the person responsible for conducting the remediation. Failure to perform these obligations, including adhering to mandatory timeframes, may give rise to penalties, damages or other adverse consequences or cost to Client. Client agrees to provide Dresdner Robin with all information and documents in its control that are relevant to the remediation. Dresdner Robin shall not be responsible for any claim, condition or consequence arising from Client's failure to perform any obligation required by this agreement or applicable law, or to fund the remediation, or arising from any relevant facts that are not disclosed at the time the services are performed.
- b. The SRRA requires the LSRP to comply with professional obligations to exercise independent professional judgment, make a good faith and reasonable effort to obtain information that is relevant and material to the remediation, disclose this information to the NJDEP and otherwise to comply with the SRRA. Dresdner Robin's LSRP is authorized by Client to perform the LSRP Services in accordance with the professional obligations of the SRRA and any other applicable law, and Client agrees to cooperate with the LSRP in the performance of these services.
- c. A Response Action Outcome (RAO) issued in the performance of the LSRP Services is a determination based upon the professional judgment and opinion of the LSRP and the facts available at the time that the remediation has been performed in accordance with applicable remediation requirements. An RAO does not constitute a warranty or guarantee of any kind, expressed or implied, by Dresdner Robin or the LSRP. The scope of an RAO, and the scope of the covenant not to sue that accompanies the RAO by operation of law, is limited by the scope of the remediation addressed in the RAO and does not include natural resource damages or restoration. An RAO is not a legal interpretation of environmental laws and regulations.

4. **ADDITIONAL REQUIREMENTS.** Dresdner Robin shall not be responsible for any additional requirements imposed by NJDEP or any other third party during its performance of any informal or formal screening(s), inspection(s), review(s) or audit(s) of the LSRP Services, or any consequences or costs thereof, except with respect to claims arising solely from the negligent acts or omissions of Dresdner Robin as expressly provided in the ST&Cs.

5. **DOCUMENTS.** Dresdner Robin will maintain and preserve data, documents and information prepared or obtained in connection with the LSRP Services in accordance with the SRRA and applicable regulations. Any RAO, opinion, certification, report, form or other document provided by Dresdner Robin to Client as part of the services are provided for the sole and exclusive use of the Client for specific application to the remediation. Dresdner Robin acknowledges and agrees that these documents may be conveyed to the NJDEP in connection with the remediation, and three electronic copies of the records will be submitted to NJDEP by Dresdner Robin at the time that an RAO is issued in accordance with the SRRA and applicable regulations.

STANDARD TERMS AND CONDITIONS

The standard terms and conditions applicable to any Agreement with Dresdner Robin Environmental Management, Inc. ("Dresdner Robin") are as follows:

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Accounts Payable, Dresdner Robin. One Evertrust Plaza Suite 901, Jersey City, NJ 07302.

It is understood that payment will be made directly by Client to Dresdner Robin and that payment will not be dependent upon Client receiving payment from a third party.

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
 - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
 - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **USE AND REUSE OF DOCUMENTS.** The "Documents" are all reports, laboratory test data, plans, and other similar documents which have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. The Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any use or reuse of the Documents beyond the purpose for which they were prepared, any modifications of Documents, and any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
11. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Tony Ianuale COO/CFO, Dresdner Robin Environmental Management Inc., One Evertrust Plaza, Suite 901, Jersey City, NJ 07302; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
12. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
13. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A REDEVELOPMENT AGREEMENT WITH GARDEN STATE EPISCOPAL COMMUNITY DEVELOPMENT CORPORATION FOR AFFORDABLE HOUSING TO BE CONSTRUCTED AT 480 & 474 OCEAN AVENUE WITHIN THE OCEAN BAYVIEW REDEVELOPMENT AREA

WHEREAS, by Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency") dated November 21, 2014, Garden State Episcopal Community Development Corporation was designated as Redeveloper ("Redeveloper") for Agency owned properties located at 480 & 474 Ocean Avenue (Block 25201, Lots 1 & 71) respectively; and

WHEREAS, said designation was extended on February 27, 2015, December 15, 2015, and March 15, 2016; and

WHEREAS, Garden State Episcopal Development Corporation has agreed to carry out the Agency's intent to build four (4) residential units of affordable housing; and

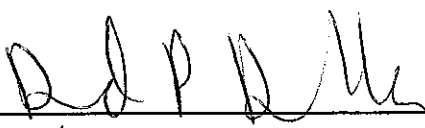
WHEREAS, construction of the project will have substantial public benefits to the City of Jersey City; and

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

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

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

- 1) the above recitations are incorporated herein as if set forth at length;
- 2) authorization to execute a Redevelopment Agreement and/or any related documents with Garden State Episcopal Community Development Corporation is hereby granted for the construction/renovation of 480 & 474 Ocean Avenue into four (4) residential units;
- 3) The Executive Director is hereby authorized to execute any and all documents and take any and all actions necessary to effectuate the terms of the Ocean Bayview Redevelopment Agreement and this Resolution;
- 4) The Chairman, Vice Chairman and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate this resolution subject to the review of Agency Counsel.


Secretary

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

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell J. Verducci				✓

**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 subsequently extended on January 19, 2016; and

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

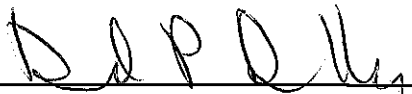
WHEREAS, the project will be developed in conjunction with Block 20403, Lot 1 and will contain a mixed use development of approximately 120 residential units and ground floor commercial; and

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 90 days to expire on July 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 90 days to expire on July 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 April 19, 2016.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
CANCELLING OUTSTANDING CHECKS IN A
CLOSED PAYROLL ACCOUNT AT BANK OF
AMERICA**

WHEREAS, the Jersey City Redevelopment Agency reports outstanding checks in a closed payroll account at Bank of in the amount of \$1,947.13; and

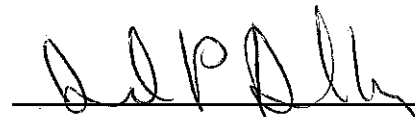
WHEREAS, the Agency desires to cancel said checks, which have been properly researched to net position; and

WHEREAS, the list of outstanding checks is as follows:

<u>Check No.</u>	<u>Amount</u>
4684	\$ 338.34
1006	689.79
1228	446.15
1240	<u>472.84</u>
 TOTAL	 \$1,947.13

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the aforementioned listing of payroll fund account outstanding checks is hereby cancelled as disclosed above.

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


Secretary

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

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell Verducci				✓

January 2015

Jersey City Redevelopment Agency
Payroll Bank Reconciliation

2015

January

Balance per bank 160,227.49

DIT -

O/S Checks (6,830.76)

Adjusted Balance 153,396.73

Balance Per Books (A10 100.02)

Payroll tax refund

Analysis fee

February 1 payroll direct deposit

February 1 garnishment (included in net pay)

Adjusted Balance per Books 153,467.03

(70.30)

Outstanding Checks

Ck.# 4684	338.34	✓
Ck.# 1006	689.79	✓
CK # 1228	446.15	✓
CK # 1240	472.85	✓

Ck # 1590	794.83
Ck # 1606	1,595.06
Ck # 1602	289.35
Ck # 1603	1,463.35
Ck # 1604	741.07

6,830.79

A 10 100.02

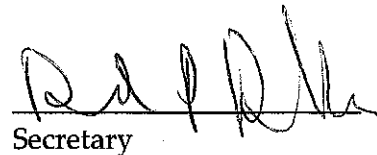
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING BENJAMIN DELISLE AND ELIZABETH
VASQUEZ TO ATTEND THE 47TH ANNUAL RUTGERS
UNIVERSITY PUBLIC PURCHASING EDUCATION
FORUM IN ATLANTIC CITY APRIL 27 AND 28, 2016**

WHEREAS, the 47th Annual Rutgers University Public Purchasing Education Forum will be held in Atlantic City on April 27 and 28, 2016; and

WHEREAS, Benjamin Delisle and Elizabeth Vasquez were asked to attend this forum; and

WHEREAS, the registration cost of the conference is \$350 per person also included will be overnight accommodations, meals, travel, etc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it here by approves Benjamin Delisle and Elizabeth Vasquez attending the Rutgers University Public Purchasing Educational Forum in Atlantic City on April 27 and 28th, 2016.


Secretary

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

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

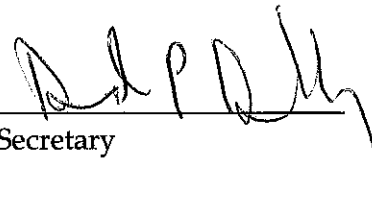
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING DAVID P. DONNELLY TO ATTEND THE
ULI SPRING MEETING IN PHILADELPHIA APRIL 19, 20,
21, 2016**

WHEREAS, the 2016 ULI Spring Meeting will be held on April, 19 through 21, 2016 at the Pennsylvania Convention Center; and

WHEREAS, David Donnelly has requested to attend the ULI Spring Meeting; and

WHEREAS, the registration cost of the conference is \$675 per person also included will be overnight accommodations, meals, travel, etc.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that it here by approves David P. Donnelly attending the ULI Spring Meeting in Philadelphia, April 19 to 21, 2016.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of April 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.	✓			
Timothy N. Mansour	✓			
Russell J. Verducci				✓



2016 ULI SPRING MEETING

APRIL 19-21, 2016 • PENNSYLVANIA CONVENTION CENTER • PHILADELPHIA, PA

MEMBER REGISTRATION FORM – FULL MEMBERS ONLY

EARLY-BIRD DEADLINE: **FRI, MARCH 4TH**

EACH REGISTRANT MUST COMPLETE A SEPARATE REGISTRATION FORM, EXCEPT SPOUSE/PARTNER'S WHICH MAY BE NOTED ON THIS FORM BELOW. YOU MAY ATTACH A BUSINESS CARD.

Mr. ___ Ms. ___ Mrs. ___ Name: _____ Member ID: _____

Nickname for Badge: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Telephone: _____ Fax: _____

E-mail (required for confirmation): _____

Emergency Contact: _____ Phone: _____

• Special needs (please specify in writing on a separate sheet).

REGISTRATION DEADLINES

Do not mail this registration form to ULI after FRIDAY, APRIL 8TH

Registrations will be accepted by PHONE and EMAIL through FRIDAY, APRIL 15TH. Online registrations will be accepted through MONDAY, APRIL 18TH. After this date, please plan to register in Philadelphia.

WEB: <http://spring.uli.org/>

E-MAIL: springreg@uli.org

FAX: 410-626-7148

MAIL: ULI-Meeting Registration
P.O. Box 418363
Boston, MA 02241-8363

Overnight Delivery:

Urban Land Institute
1025 Thomas Jefferson Street, NW, Suite 500 W
Washington, DC 20007-5201

PHONE: 800-321-5011 or
+1-410-626-7500

MEETING REGISTRATION FEES

The registration fee includes all general and concurrent programs including Thursday's cocktail reception in the Grand Hall. Tickets to the mobile workshops and special interest tours must be purchased in addition to the registration fee. To find out who else from your organization has registered, visit <http://spring.uli.org/>, click on the "Who's Attending", and sort by company name.

Select appropriate registration:

BY MARCH 4TH

Full Member

Regular \$1,075 ☐ USD ☐ CAD
Public/Academic/Nonprofit \$ 475 ☐ USD ☐ CAD
Retired Member \$ 475 ☐ USD ☐ CAD
Under Age 35 \$ 475 ☐ USD ☐ CAD
Spouse/Partner (Name) _____ \$ 275 ☐ USD ☐ CAD

AFTER MARCH 4TH

Full Member

\$1,275 ☐ USD ☐ CAD
\$ 675 ☐ USD ☐ CAD
\$ 675 ☐ USD ☐ CAD
\$ 675 ☐ USD ☐ CAD
\$ 475 ☐ USD ☐ CAD

TOTAL REGISTRATION FEES \$ _____

TICKETED EVENTS

Enter all ticket numbers here: _____

TOTAL TICKET FEES \$ _____

PAYMENT INFORMATION

☐ VISA ☐ AmEx ☐ MasterCard ☐ Diners Club ☐ Discover ☐ Check enclosed (made payable to ULI)

Please note: We can only accept Visa and MasterCard for CAD registrations

Card # _____ Exp _____ Name _____

GRAND TOTAL ENCLOSED \$ _____

REFUND POLICY • All refund requests must be made in writing. E-Mail: springreg@uli.org or fax to ULI at 410-626-7148.

- Cancellation of a meeting registration does not constitute cancellation of a hotel room. Please be sure to handle both separately.
- Written cancellation and refund requests received at ULI BY MARCH 10, 2016: FULL REFUND MINUS A \$200 PROCESSING FEE.
- Written cancellation and refund requests received at ULI BETWEEN MARCH 11 AND MARCH 17, 2016: ONE-HALF REGISTRATION FEE.
- Written cancellation and refund requests received at ULI AFTER MARCH 17, 2016: NO REFUND WILL BE GIVEN.
- Verbal requests for refunds will not be accepted; all requests for refunds must be made in writing.
- Registrations can be transferred to another eligible member of your organization; \$100 processing fee will be charged.
- Optional ticketed events will be refunded at 100% if you cancel in writing no later than five days prior to the event.
- We cannot apply your registration fees to another ULI event.

REGISTRATION INSTRUCTIONS

Be sure to provide your E-mail address. By doing so, an E-mail confirmation containing information regarding how to reserve your hotel room will be sent within 72 hours of receipt of your completed registration.

• **HOW TO REGISTER:** WEB: <http://spring.uli.org/register/> • EMAIL: springreg@uli.org • FAX: 410-626-7148 • MAIL: ULI-Meeting Registration P.O. Box 418363, Boston, MA 02241-8363.

When registering online, a separate registration must be completed for each individual. The registrant (including spouse/partner's) must have a unique online profile with a log in and password.

• **PHONE:** 800-321-5011 or +1-410-626-7500.

Call ULI Customer Service at 800-321-5011 or +1-410-626-7500 if you have questions or need assistance completing this form.

- COUNCIL MEMBERS must register for the meeting in order to attend Council Meetings.
- ULI's policy for Members who are MARRIED OR PARTNERED is as follows: one full registration fee and one spouse registration fee will apply. Both will be considered full-meeting registrants. SPOUSE/PARTNER registration is required for attendance at all sessions.
- PUBLIC MEMBERS are defined as elected, appointed or hired full-time employees of a unit of local, state, or federal government or any agency thereof.
- RETIRED MEMBERS are defined as members who are 70 years of age and have accumulated 10 years of ULI paid membership.
- ACADEMIC/NONPROFIT MEMBERS are defined as full-time, professional employees of colleges, universities, or nonprofit organizations.
- UNDER AGE OF 35 are defined as current members who are under 35 years of age and pay associate member dues of \$220 or full member dues of \$610. Other ULI members who do not receive the dues discount for being under the age of 35 are prohibited from registering in this category.

Name _____

TICKETED EVENTS With the exception of the Cocktail Reception, you must register for the meeting in order to purchase event tickets. Please note if you are purchasing a ticket for yourself and/or your spouse/partner by checking the appropriate box.

NETWORKING EVENTS: CHECK THE APPROPRIATE BOX FOR THE EVENT(S) YOU PLAN TO ATTEND.

- ☐ **TICKET #1 • Networking Cocktail Reception, Grand Hall, Pennsylvania Convention Center, Thursday, April 21 (6:30 pm-8:00 pm)**
(One ticket is included with registration. The price is only for the purchase of additional tickets.)

Ticket Fee

\$ 75/ticket Qty _____
\$105/ticket CAD

TOURS : CHECK THE APPROPRIATE BOX FOR THE EVENT(S) YOU PLAN TO ATTEND.

- ☐ **TICKET #2 • The Other Jersey Shore: Remarkable Public Policies Spur Investment to Rebuild Camden, New Jersey**
Tuesday, April 19 (8:00 am-5:00 pm, lunch included)

☐ \$ 100
☐ \$ 140 CAD

- ☐ **TICKET #3 • Philadelphia's New Development Epicenter: Planning, Partnerships, and Institutional Investment**
Tuesday, April 19 (8:00 am-4:30 pm, lunch included)

☐ \$ 100
☐ \$ 140 CAD

- ☐ **TICKET #4 • Hot Neighborhoods: Follow the Millennials**
Tuesday, April 19 (8:30 am-5:00 pm, lunch included)

☐ \$ 100
☐ \$ 140 CAD

- ☐ **TICKET #5 • The Resurgence of the Historic Navy Yard**
Tuesday, April 19 (8:30 am-4:30 pm)

☐ \$ 100
☐ \$ 140 CAD

- ☐ **TICKET #6 • Evolutionary Change along North Broad Street: The Gilded Age, Decay, and Renewal**
Wednesday, April 20 (8:15 am-12:00 pm)

☐ \$ 50
☐ \$ 70 CAD

- ☐ **TICKET #7 • From City Hall to the Museum of Art: Philadelphia's Parkway of Culture**
Wednesday, April 20 (8:30 am-12:00 pm)

☐ \$ 50
☐ \$ 70 CAD

- ☐ **TICKET #8 • Art Ignites Change: Philadelphia's Famous Mural**
Wednesday, April 20 (8:45 am-12:00 pm)

☐ \$ 90
☐ \$ 125 CAD

- ☐ **TICKET #9 • Bikes, Boathouses, and a Boardwalk**
Wednesday, April 20 (8:45 am-12:00 pm)

☐ \$ 60
☐ \$ 85 CAD

- ☐ **TICKET #10 • Center City Living: From Affordable to Luxury**
Wednesday, April 20 (8:30 am-12:00 pm)

☐ \$ 25
☐ \$ 35 CAD

- ☐ **TICKET #11 • A Tale of Two Trusts: Changing the West Market Dynamic**
Wednesday, April 20 (8:30 am-12:00 pm)

☐ \$ 50
☐ \$ 70 CAD

- ☐ **TICKET #12 • The Resurgence of Retail (and More!) along East Market Street**
Wednesday, April 20 (8:00 am-12:00 pm)

☐ \$ 50
☐ \$ 70 CAD

Make a visible difference in real estate and land use by contributing to the ULI Foundation Annual Fund.

Further ULI's mission of providing leadership in the responsible use of land by making a tax-deductible contribution to the ULI Foundation Annual Fund.

OPTIONAL CONTRIBUTION \$ _____

The mission of the Urban Land Institute is to provide leadership in the responsible use of land and in creating and sustaining thriving communities worldwide.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY APPROVING AN
AMENDMENT AND CLOSE OUT TO PROFESSIONAL
SERVICES AGREEMENT No. 14-09-BA3 WITH NOWELL,
AMOROSO, KLEIN, BIERMAN, PA FOR SPECIAL LEGAL
COUNSEL SERVICES IN VARIOUS REDEVELOPMENT AREAS
CITY-WIDE**

WHEREAS, the Agency has been under contract for professional legal services with Nowell, Amoroso, Klein, Bierman PA as Special Legal Counsel; and

WHEREAS, Contract No. 14-09-BA3 was in the amount not to exceed of \$150,000; and

WHEREAS, the firm of Nowell, Amoroso, Klein, Bierman PA has been working on various Agency projects; and

WHEREAS, an amendment to Contract No. 14-09-BA3 in the amount of \$261,492.24 is necessary to bring this contract up to date and close it out; and

WHEREAS, this amendment will close out Professional Services Agreement No. 14-09-BA3; and

WHEREAS, this amendment does not affect the hourly rate of \$175.00; and

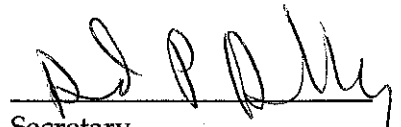
WHEREAS, the said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for rendition of professional services that do not require competitive bidding; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that it authorizes an amendment to Professional Services Agreement No. 14-09-BA3 with Nowell, Amoroso, Klein, Bierman PA in the amount of \$261,492.24 for a final total contract amount of \$411,492.24 which will close out this contract.

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


Secretary

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

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

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

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

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

Run date: 03/29/2016 @ 09:54
Bus date: 03/29/2016

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

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

Run date: 03/29/2016 @ 09:54
Bus date: 03/29/2016

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Vendor number	Obligat'n	Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.02 - Project - Environmental					
	1029 PINNACLE DEVELOPMENT				
	20287 REHABILITATION OF 665 OCEAN AV		1029 PINNACLE DEVELOPMENT		
			1		
	1029 PINNACLE DEVELOPMENT			Inv	42,411.66
			*** Vendor total ***		42,411.66
A10 610.02 - Project - Environmental			*** Account total ***		42,411.66
* Report total *			*** Total ***		42,411.66

Run date: 03/17/2016 @ 14:16
Bus date: 03/17/2016

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

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

Run date: 03/17/2016 @ 14:16
Bus date: 03/17/2016

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 660.01 - Liability Insurance				
812 PETROCCI AGENCY, LLC				
20286 LIABILITY INS.PREMIUM-665-667		812 PETROCCI AGENCY, LLC		
		1	Inv	11,600.00
812 PETROCCI AGENCY, LLC			*** Vendor total ***	11,600.00
A10 660.01 - Liability Insurance				
			*** Account total ***	11,600.00
* Report total *			*** Total ***	11,600.00

Run date: 04/19/2016 @ 11:25
Bus date: 04/19/2016

JCRA
Invoice Distribution Report

OTDIST.L01 Page 1

Setup by: Janet

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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/ Line Nbr Description	Stage	Amount
A10 215.11 - Deferred Compensation				
615	METLIFE			
	20301 DEFERRED SALARY PER ATTACHED	615 METLIFE		
		1	Inv	710.00
	20302 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				
119	MARY ANN KOPCHA			
	20306 REIMBURS. FOR DENTAL EXPENSES1	119 MARY ANN KOPCHA		
		1	Inv	186.00
119	MARY ANN KOPCHA		*** Vendor total ***	186.00
351	CHRISTOPHER FIORE			
	20359 DENTAL REIMBURSE. - SELF 3/3/	351 CHRISTOPHER FIORE		
		1	Inv	405.00
351	CHRISTOPHER FIORE		*** Vendor total ***	405.00
770	ELIZABETH VASQUEZ			
	20358 REIMBURS. OF DENTAL EXPENSES	770 ELIZABETH VASQUEZ		
		1	Inv	304.00
770	ELIZABETH VASQUEZ		*** Vendor total ***	304.00
1020	DIANA JEFFREY			
	20323 DENTAL REIMBURS.& CONTINUING E	1020 DIANA JEFFREY		
		1	Inv	166.00
1020	DIANA JEFFREY		*** Vendor total ***	166.00
A10 520.04 - Dental				
			*** Account total ***	1,061.00
A10 610.01 - Project - Legal				
145	MCMANIMON AND SCOTLAND BAUMANN			
	20344 LEGAL SERVICES- G&S FOREST CI	145 MCMANIMON AND SCOTLAND BAUMANN		
		1	Inv	177.05
	20345 LEGAL SERVICES - G&S FOREST CI	145 MCMANIMON AND SCOTLAND BAUMANN		
		1	Inv	302.50
	20346 LEGAL SERVICES - G&S FOREST CI	145 MCMANIMON AND SCOTLAND BAUMANN		
		1	Inv	247.50
	20351 LEGAL SERVICES - WEST CAMPUS	145 MCMANIMON AND SCOTLAND BAUMANN		
		1	Inv	973.50
	20352 LEGAL SERVICES - LOWE'S THEATE	145 MCMANIMON AND SCOTLAND BAUMANN		
		1	Inv	82.50
145	MCMANIMON AND SCOTLAND BAUMANN		*** Vendor total ***	1,783.05
1025	MCNALLY & KACZYNSKI, LLC			
	20333 LEGAL SERVICES - LHN (MOCCO)	1025 MCNALLY & KACZYNSKI, LLC		
		1	Inv	752.50
	20335 LEGAL SERVICES - JOURNAL SQUAR	1025 MCNALLY & KACZYNSKI, LLC		
		1	Inv	1,242.50

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.01 - Project - Legal				
		*** Continued ***		
20336	LEGAL SERVICES - 87 NEWKRIK ST	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	337.50
20347	LEGAL SERVICES - 24 MONTICELLO	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	355.00
20348	LEGAL SERVICES - 308 WHITON ST	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	1,575.00
20349	LEGAL SERVICES - 308 WHITON ST	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	442.50
20350	LEGAL SERVICES - 447 OCEAN AVE	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	892.50
20372	LEGAL SERVICES - 480 OCEAN AVE	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	595.00
20390	LEGAL SERVICES - 524-530 OCEAN	1025 MCNALLY & KACZYNSKI, LLC 1	Inv	982.50
1025	MCNALLY & KACZYNSKI, LLC	*** Vendor total ***		7,175.00
1048 FLORIO KENNY RAVAL, L.L.P.				
20337	LEGAL SERVICES-550 JOHNSTON AV	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	332.50
20338	LEGAL SERVICES - 550 JOHNSTON	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	962.50
20339	LEGAL SERVICES - 550 JOHNSTON	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	349.00
20340	LEGAL SERVICES - 550 JOHNSTON	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	175.00
20374	LEGAL SERVICESMISC. INQUIRY	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	350.00
20375	LEGAL SERVICES - MISC. INQUIRY	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	70.00
20376	LEGAL SERVICES - TIDELAND GRAN	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	1,697.50
20377	LEGAL SERVICES - ASH STREET	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	1,523.96
20378	LEGAL SERVICES - ASH STREET	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	385.00
20379	LEGAL SERVICES - ASH STREET	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	1,005.16
20380	LEGAL SERVICES - MOHAN MYNENI	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	1,522.50
20381	LEGAL SERVICES - MOHMAN MYNENI	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	70.00
20382	LEGAL SERVICES - MOHAN MYNENI	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	507.50
20383	LEGAL SERVICES - MOHAN MYNENI	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	297.50
20391	LEGAL SERVICES - JCRA TO GND B	1048 FLORIO KENNY RAVAL, L.L.P. 1	Inv	437.50
1048	FLORIO KENNY RAVAL, L.L.P.	*** Vendor total ***		9,685.62
1049 ARCHER & GREINER, P.C.				
20396	LEGAL SERVICES - SUYDAM AVENUE	1049 ARCHER & GREINER, P.C.		

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.01 - Project - Legal		*** Continued ***		
	20397 LEGAL SERVICES - SUYDAM AVE -	1 1049 ARCHER & GREINER, P.C.	Inv	2,100.00
	20398 LEGAL SERVICES - SUYDAM AVENUE	1 1049 ARCHER & GREINER, P.C.	Inv	3,727.50
	1049 ARCHER & GREINER, P.C.	1	Inv	1,085.00
		*** Vendor total ***		6,912.50
A10 610.01 - Project - Legal		*** Account total ***		25,556.17
A10 610.02 - Project - Environmental				
	104 POTOMAC-HUDSON ENVIRONMENTAL I			
	20366 ENVIRON. SVCS. - SCITECH/MUA S	104 POTOMAC-HUDSON ENVIRONMENTAL I		
		1	Inv	9,880.00
	104 POTOMAC-HUDSON ENVIRONMENTAL I		*** Vendor total ***	9,880.00
	1047 JM SORGE, INC			
	20334 ENVIRON. CONSULTANTS-GRAND STR	1047 JM SORGE, INC		
		1	Inv	1,800.00
	1047 JM SORGE, INC		*** Vendor total ***	1,800.00
A10 610.02 - Project - Environmental		*** Account total ***		11,680.00
A10 610.05 - Project - Appraisals				
	266 VALUE RESEARCH GROUP, LLC			
	20399 APPRAISAL SERVICES -671 PALISA	266 VALUE RESEARCH GROUP, LLC		
		1	Inv	2,500.00
	20400 APPRAISAL SVCS - SUYDAM AVE	266 VALUE RESEARCH GROUP, LLC		
		1	Inv	7,175.00
	266 VALUE RESEARCH GROUP, LLC		*** Vendor total ***	9,675.00
A10 610.05 - Project - Appraisals		*** Account total ***		9,675.00
A10 610.07 - Project - Engineering				
	681 T&M ASSOCIATES			
	20363 ENVIRON. SERVICES - 824 GARFIE	681 T&M ASSOCIATES		
		1	Inv	315.10
	681 T&M ASSOCIATES		*** Vendor total ***	315.10
	861 AMEC E & FOSTER, INC.			
	20288 JCRA BID DOCUMENT PREPARATION	861 AMEC E & FOSTER, INC.		
		1	Inv	6,271.02
	861 AMEC E & FOSTER, INC.		*** Vendor total ***	6,271.02
A10 610.07 - Project - Engineering		*** Account total ***		6,586.12
A10 610.08 - Project - Other Expense				
	161 PUBLIC SERVICE ELECTRIC & GAS			
	20296 ELECTRIC SERVICES - 405 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	15.27
	20297 ELECTRIC & GAS SERVICES-407 OC	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	11.94

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 610.08 - Project - Other Expense				
	20298 ELECTRIC SERVICES - 407 OCEAN	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	36.38
	20299 ELECTRIC & GAS SERVICES - 407	161 PUBLIC SERVICE ELECTRIC & GAS 1	Inv	2.97
	161 PUBLIC SERVICE ELECTRIC & GAS	*** Vendor total ***		66.56
A10 610.08 - Project - Other Expense		*** Account total ***		66.56
A10 610.11 - Project - Exterior Maintenance				
	936 BARNES CONTRACTOR CONSTRUCTION			
	20393 LOT CLEAN UP - 199 STEGMAN	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	1,000.00
	20394 LOT CLEAN UP - 94 STEGMAN	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	1,000.00
	20395 LOT CLEAN UP - 408 - 410 COMMU	936 BARNES CONTRACTOR CONSTRUCTION 1	Inv	800.00
	936 BARNES CONTRACTOR CONSTRUCTION	*** Vendor total ***		2,800.00
A10 610.11 - Project - Exterior Maintenance		*** Account total ***		2,800.00
A10 620.06 - GD - Other Expense				
	868 CANELLA ROOFING, INC.			
	20289 BETZ - CERC REPAIR HOLES IN R	868 CANELLA ROOFING, INC. 1	Inv	496.00
	868 CANELLA ROOFING, INC.	*** Vendor total ***		496.00
	1043 NICKERSON CORPORATION			
	20290 BETZ-CERC BLEACHER REPAIRS	1043 NICKERSON CORPORATION 1	Inv	3,000.00
	1043 NICKERSON CORPORATION	*** Vendor total ***		3,000.00
A10 620.06 - GD - Other Expense		*** Account total ***		3,496.00
A10 650.01 - Office Rent				
	917 66 YORK STREET, LLC			
	20304 RENT FOR THE MONTH OF MAY 2016	917 66 YORK STREET, LLC 1	Inv	9,616.09
	917 66 YORK STREET, LLC	*** Vendor total ***		9,616.09
A10 650.01 - Office Rent		*** Account total ***		9,616.09
A10 660.01 - Liability Insurance				
	748 ADMIRAL INSURANCE COMPANY			
	20326 SIMONE HILLARIE- CLAIM C157695	748 ADMIRAL INSURANCE COMPANY 1	Inv	955.55
	748 ADMIRAL INSURANCE COMPANY	*** Vendor total ***		955.55
	812 PETROCCI AGENCY, LLC			
	20308 6 MONTH EXTENSION- 2ND ST. CON	812 PETROCCI AGENCY, LLC 1	Inv	962.85
	812 PETROCCI AGENCY, LLC	*** Vendor total ***		962.85

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 660.01 - Liability Insurance		*** Continued ***		
	1046 BROWN & BROWN METRO, INC.			
	20332 RENEWAL FOR CRIM POLICY	1046 BROWN & BROWN METRO, INC.		
		1	Inv	1,187.00
	1046 BROWN & BROWN METRO, INC.	*** Vendor total ***		1,187.00
	1048 FLORIO KENNY RAVAL, L.L.P.			
	20356 LEGAL SERVICES - JCRA CASABLAN	1048 FLORIO KENNY RAVAL, L.L.P.		
		1	Inv	27.40
	1048 FLORIO KENNY RAVAL, L.L.P.	*** Vendor total ***		27.40
A10 660.01 - Liability Insurance		*** Account total ***		3,132.80
A10 670.03 - Office Supplies				
	69 STAPLES, INC			
	20384 LAPTOP&COMPUTER & OFFICE SUPPL	69 STAPLES, INC		
		1	Inv	5,332.86
	69 STAPLES, INC	*** Vendor total ***		5,332.86
A10 670.03 - Office Supplies		*** Account total ***		5,332.86
A10 670.04 - Printing and Advertising				
	72 THE EVENING JOURNAL ASSOCIATIO			
	20321 ARTICAL FOR MARCH 2016	72 THE EVENING JOURNAL ASSOCIATIO		
		1	Inv	287.21
	72 THE EVENING JOURNAL ASSOCIATIO	*** Vendor total ***		287.21
	94 FEDERAL EXPRESS			
	20315 OVERNIGHT DELIVERIES FORAPRIL,	94 FEDERAL EXPRESS		
		1	Inv	93.57
	94 FEDERAL EXPRESS	*** Vendor total ***		93.57
	443 THE HUDSON REPORTER ASSOC., LP			
	20312 LEGAL ADVERTISING - BD. COMM.M	443 THE HUDSON REPORTER ASSOC., LP		
		1	Inv	88.20
	443 THE HUDSON REPORTER ASSOC., LP	*** Vendor total ***		88.20
A10 670.04 - Printing and Advertising		*** Account total ***		468.98
A10 670.05 - Postage				
	94 FEDERAL EXPRESS			
	20385 OVERNIGHT SELIVERIES	94 FEDERAL EXPRESS		
		1	Inv	54.98
	94 FEDERAL EXPRESS	*** Vendor total ***		54.98
	111 PITNEY BOWES CREDIT CORPORATIO			
	20320 QUARTERLY PYMT. FOR STAMP MACH	111 PITNEY BOWES CREDIT CORPORATIO		
		1	Inv	342.00
	111 PITNEY BOWES CREDIT CORPORATIO	*** Vendor total ***		342.00
A10 670.05 - Postage		*** Account total ***		396.98

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.06 - Rental of Equipment				
644	TOSHIBA FINANCIAL SERVICES	644 TOSHIBA FINANCIAL SERVICES		
	20319 MONTHLY LEASE PYMT. - COPIER	1	Inv	376.95
644	TOSHIBA FINANCIAL SERVICES	*** Vendor total ***		376.95
884	TWIN ROCKS SPRING WATER	884 TWIN ROCKS SPRING WATER		
	20309 COOLER RENTAL & WATER	1	Inv	68.65
	20403 WATER ON MAY THIRD, 2016	884 TWIN ROCKS SPRING WATER		
		1	Inv	47.70
884	TWIN ROCKS SPRING WATER	*** Vendor total ***		116.35
A10 670.06 - Rental of Equipment				*** Account total ***
				493.30
A10 670.07 - Travel				
568	BENJAMIN DELISLE	568 BENJAMIN DELISLE		
	20406 TRAVEAL EXPENSES FOR MARCH, 16	1	Inv	142.83
568	BENJAMIN DELISLE	*** Vendor total ***		142.83
975	DAVID P. DONNELLY	975 DAVID P. DONNELLY		
	20386 EXPENSE FOR MARCH, 2016	1	Inv	381.98
975	DAVID P. DONNELLY	*** Vendor total ***		381.98
1035	HECHT TRAILER, LLC	1035 HECHT TRAILER, LLC		
	20324 RENTAL OF TRASH CONTAINER-665	1	Inv	103.95
1035	HECHT TRAILER, LLC	*** Vendor total ***		103.95
1050	PHILLIP ORPHANIDIS	1050 PHILLIP ORPHANIDIS		
	20404 TRAVEL EXPENSES FOR APRIL, 2016	1	Inv	152.90
1050	PHILLIP ORPHANIDIS	*** Vendor total ***		152.90
A10 670.07 - Travel				*** Account total ***
				781.66
A10 670.08 - Miscellaneous Operating Exp.				
92	RUTGERS UNIVERSITY	92 RUTGERS UNIVERSITY		
	20327 CANCELLATION-WITHD. DONALD BRO	1	Inv	25.00
	20343 REGISTRATION FOR DELISLE& VASQ	92 RUTGERS UNIVERSITY		
		1	Inv	700.00
92	RUTGERS UNIVERSITY	*** Vendor total ***		725.00
161	PUBLIC SERVICE ELECTRIC & GAS	161 PUBLIC SERVICE ELECTRIC & GAS		
	20291 ELECTRIC - 292 MLK DRIVE	1	Inv	661.41
	20292 ELECTRIC - 292 MLK DRIVE	161 PUBLIC SERVICE ELECTRIC & GAS		
		1	Inv	727.87
	20293 ELECTRIC & GAS - 292 MLK DRIVE	161 PUBLIC SERVICE ELECTRIC & GAS		

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.08 - Miscellaneous Operating Exp.				
		*** Continued ***		
	20294 ELECTRIC - 292 MLK DRIVE	1 161 PUBLIC SERVICE ELECTRIC & GAS	Inv	26.33
	20295 ELECTRIC & GAS SERVICES- 405 O	1 161 PUBLIC SERVICE ELECTRIC & GAS	Inv	56.06
	161 PUBLIC SERVICE ELECTRIC & GAS	1	Inv	40.25
		*** Vendor total ***		1,511.92
	495 CENTRAL PARKING SYSTEM			
	20317 1PARKING 11 SPACES@ \$ 75 EACH	495 CENTRAL PARKING SYSTEM		
		1	Inv	825.00
	495 CENTRAL PARKING SYSTEM		*** Vendor total ***	825.00
	713 CASH			
	20357 REPLENISHMENT OF PETTY CASH	713 CASH		
		1	Inv	500.00
	713 CASH		*** Vendor total ***	500.00
	863 HEATHER KUMER			
	20389 CONTINUING LEGAL EDUCATION	863 HEATHER KUMER		
		1	Inv	220.00
	863 HEATHER KUMER		*** Vendor total ***	220.00
	917 66 YORK STREET, LLC			
	20303 OPERATING EXPENSE & ELECTRIC P	917 66 YORK STREET, LLC		
		1	Inv	2,575.13
	20314 ELECTRIC UTILITY PAYMT. FOR MA	917 66 YORK STREET, LLC		
		1	Inv	718.52
	20316 OPERATING EXPENSES AT 66 YORK	917 66 YORK STREET, LLC		
		1	Inv	172.14
	917 66 YORK STREET, LLC		*** Vendor total ***	3,465.79
	920 MOISHE'S SELF STORAGE			
	20318 STORAGE SPACE AT DEY STREET	920 MOISHE'S SELF STORAGE		
		1	Inv	700.00
	920 MOISHE'S SELF STORAGE		*** Vendor total ***	700.00
	933 CRYSTAL POINT CONDOMINIUM ASSO			
	20322 MONTHLY MAINTENANCE-MAY 2016	933 CRYSTAL POINT CONDOMINIUM ASSO		
		1	Inv	130.97
	933 CRYSTAL POINT CONDOMINIUM ASSO		*** Vendor total ***	130.97
	936 BARNES CONTRACTOR CONSTRUCTION			
	20300 LOT CLEAN - 351-355 MLK DRIVE	936 BARNES CONTRACTOR CONSTRUCTION		
		1	Inv	3,000.00
	936 BARNES CONTRACTOR CONSTRUCTION		*** Vendor total ***	3,000.00
	971 VERIZON			
	20311 BLACKBERRY'S FOR AGENCY EMPLOY	971 VERIZON		
		1	Inv	295.42
	971 VERIZON		*** Vendor total ***	295.42

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A10 670.08 - Miscellaneous Operating Exp.		*** Continued ***		
980 WORKZONE, LLC	20307 QUART. PYMT. -AGENCY'S DATA BA	980 WORKZONE, LLC		
		1	Inv	900.00
980 WORKZONE, LLC		*** Vendor total ***		900.00
1020 DIANA JEFFREY	20323 DENTAL REIMBURS.& CONTINUING E	1020 DIANA JEFFREY		
		2	Inv	410.00
1020 DIANA JEFFREY		*** Vendor total ***		410.00
A10 670.08 - Miscellaneous Operating Exp.		*** Account total ***		12,684.10
A10 670.12 - Meetings & Seminars				
568 BENJAMIN DELISLE	20341 PER DIEM FOR THE PUBLIC PURCHA	568 BENJAMIN DELISLE		
		1	Inv	165.00
568 BENJAMIN DELISLE		*** Vendor total ***		165.00
770 ELIZABETH VASQUEZ	20342 PER DIEM FOR THE PUBLIC PURCHA	770 ELIZABETH VASQUEZ		
		1	Inv	165.00
770 ELIZABETH VASQUEZ		*** Vendor total ***		165.00
1044 FRED PRYOR SEMINARS	20305 BUSINESS WRITING COURS-LABRON	1044 FRED PRYOR SEMINARS		
		1	Inv	199.00
1044 FRED PRYOR SEMINARS		*** Vendor total ***		199.00
1045 NATIONAL DEVELOPMENT COUNCIL	20331 WEBINAR FOR D. DONNELLY	1045 NATIONAL DEVELOPMENT COUNCIL		
		1	Inv	225.00
1045 NATIONAL DEVELOPMENT COUNCIL		*** Vendor total ***		225.00
A10 670.12 - Meetings & Seminars		*** Account total ***		754.00
A20 610.01 - Grant - Legal				
1032 SEDITA CAMPISANO & CAMPIISANO	20371 PROFESSIONAL SVCS. - BERRY LAN	1032 SEDITA CAMPISANO & CAMPIISANO		
		1	Inv	770.00
1032 SEDITA CAMPISANO & CAMPIISANO		*** Vendor total ***		770.00
1048 FLORIO KENNY RAVAL, L.L.P.	20353 LEGAL SERVICES - 665 OCEAN AVE	1048 FLORIO KENNY RAVAL, L.L.P.		
		1	Inv	52.50
	20354 LEGAL SERVICES - 665 OCEAN AVE	1048 FLORIO KENNY RAVAL, L.L.P.		
		1	Inv	1,592.50
	20355 LEGAL SERVICES - 665 OCEAN AVE	1048 FLORIO KENNY RAVAL, L.L.P.		
		1	Inv	118.70
1048 FLORIO KENNY RAVAL, L.L.P.		*** Vendor total ***		1,763.70
A20 610.01 - Grant - Legal		*** Account total ***		2,533.70

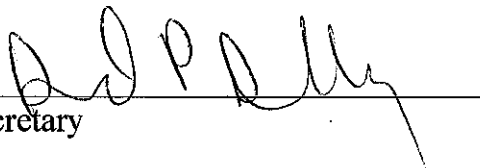
Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.02 - Grant - Environmental				
636 BROWNFIELD REDEVELOPMENT SOLUT				
20360 PROFESSIONAL SERVICES -665 OC		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	2,770.00
636 BROWNFIELD REDEVELOPMENT SOLUT		*** Vendor total ***		2,770.00
944 BROWNFIELD SCIENCE & TECHNOLOG				
20405 ENVIRON. SVCS. - OCEAN AVE & D		944 BROWNFIELD SCIENCE & TECHNOLOG		
		1	Inv	803.86
		2	Inv	803.86
		3	Inv	803.86
		4	Inv	6,289.05
944 BROWNFIELD SCIENCE & TECHNOLOG		*** Vendor total ***		8,700.63
A20 610.02 - Grant - Environmental		*** Account total ***		11,470.63
A20 610.05 - Grant - Appraisals				
52 COONEY BOVASSO REALTY ADVISORS				
20401 APPRAISAL SVCS.-417 COMMUNIPAW		52 COONEY BOVASSO REALTY ADVISORS		
		1	Inv	4,800.00
52 COONEY BOVASSO REALTY ADVISORS		*** Vendor total ***		4,800.00
A20 610.05 - Grant - Appraisals		*** Account total ***		4,800.00
A20 610.06 - Grant - Architects				
1000 GRO ARCHITECTS				
20392 ARCHITECTURAL SVCS - 665 OCEAN		1000 GRO ARCHITECTS		
		1	Inv	1,437.29
1000 GRO ARCHITECTS		*** Vendor total ***		1,437.29
A20 610.06 - Grant - Architects		*** Account total ***		1,437.29
A20 610.08 - Grant - Other Expenses				
636 BROWNFIELD REDEVELOPMENT SOLUT				
20361 EPA GRANT MANAGEMENT-GRAND JER		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	238.25
20362 EPA GRANT MANGMT. - DWIGHT OCE		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	3,406.75
20364 EPA GRANT MANGMT. - REVOLVING		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	249.00
20365 EPA GRANT MANAGMT - REVOLVING		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	439.75
20367 EPA GRANT MANGMT. - PETROLEUM		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	217.75
20368 EPA GRANT MANGMT. - PETROLEUM		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	290.00
20369 EPA GRANT MANGMT. - HAZARDOUS		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	255.50
20370 EPA GRANT MANAGMT. HAZARDOUS		636 BROWNFIELD REDEVELOPMENT SOLUT		
		1	Inv	200.50
636 BROWNFIELD REDEVELOPMENT SOLUT		*** Vendor total ***		5,297.50

Vendor number	Obligat'n Description	Vendor/ Name/ Line Nbr Description	Stage	Amount
A20 610.08 - Grant - Other Expenses		*** Continued ***		
993 WORK ZONE CAM LLC	20387 FULLY HOSTED SVCS. - BERRY LAN	993 WORK ZONE CAM LLC		
		1	Inv	175.00
993 WORK ZONE CAM LLC		*** Vendor total ***		175.00
1019 CUMMING CONSTRUCTION MANAGEMEN	20402 COSTRUCTION MANAGMT. -665 OCEA	1019 CUMMING CONSTRUCTION MANAGEMEN		
		1	Inv	20,452.00
1019 CUMMING CONSTRUCTION MANAGEMEN		*** Vendor total ***		20,452.00
1021 JOHN TO GO - INC.	20310 MONTHLY RENTAL FEE FOR SITE TO	1021 JOHN TO GO - INC.		
		1	Inv	100.00
1021 JOHN TO GO - INC.		*** Vendor total ***		100.00
1033 ABLE EQUIPMENT RENTAL	20325 EQUIPMENT RENTAL -665 OCEAN	1033 ABLE EQUIPMENT RENTAL		
		1	Inv	3,192.00
	20328 EQUIPMENT RENTAL-665 OCEAN AVE	1033 ABLE EQUIPMENT RENTAL		
		1	Inv	4,332.00
1033 ABLE EQUIPMENT RENTAL		*** Vendor total ***		7,524.00
1038 COMCAST	20313 INTERNET CONNECTION-665 OCEAN	1038 COMCAST		
		1	Inv	125.00
1038 COMCAST		*** Vendor total ***		125.00
A20 610.08 - Grant - Other Expenses		*** Account total ***		33,673.50
A20 610.15 - Construction				
965 MAST CONSTRUCTION SERVICES, IN	20373 CONSTRUCTION MANGMT. - BERRY L	965 MAST CONSTRUCTION SERVICES, IN		
		1	Inv	17,225.00
965 MAST CONSTRUCTION SERVICES, IN		*** Vendor total ***		17,225.00
994 FLANAGAN CONTRACTING GROUP, IN	20388 BERRY LANE PARK - PHASE IV	994 FLANAGAN CONTRACTING GROUP, IN		
		1	Inv	174,326.61
		2	Inv	78,529.04
994 FLANAGAN CONTRACTING GROUP, IN		*** Vendor total ***		252,855.65
A20 610.15 - Construction		*** Account total ***		270,080.65
* Report total *		*** Total ***		419,997.39

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of April 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 April 19, 2016.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<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.	✓			
Russell Verducci				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE
AGENCY TO ENTER INTO AN AMENDED SETTLEMENT
AGREEMENT IN THE CONSOLIDATED LITIGATION MATTER
COMMONLY KNOWN AS RONALD KERRIGAN v. JERSEY CITY
REDEVELOPMENT AGENCY.**

WHEREAS, this consolidated litigation matter concerns first, a proposed condemnation matter as follows: Ronald Kerrigan, et. al., v. Jersey City Redevelopment Agency, et. als., under docket number HUD-L-5906-11 in the Superior Court of Hudson County New Jersey; and Jersey City Redevelopment Agency v. Liberty Harbor North II Urban Renewal Company, LLC, et. als., under docket number HUD-L-6165-11 in the Superior Court of Hudson County; and second: subsequent to the filing of the litigation concerning certain condemnation, Liberty Harbor North, Inc., Liberty Harbor North II Urban Renewal Company, LLC., Liberty Harbor Holding, LLC, each individually and respectively filed Petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code on April 17, 2012, before the United States Bankruptcy Court for the District of New Jersey, all cases being administratively consolidated under the Liberty Harbor Holding, LLC matter, Bankruptcy Case No. 12-19958 (collectively referred to as the "Debtors"); and

WHEREAS, the Debtors, the Kerrigans, the JCRA and Jersey City resolved the consolidated litigation disputes among them by way of the Settlement Agreement dated July 27, 2012, which was approved on Notice and Motion before the Bankruptcy Court by Order dated July 20, 2012; and

WHEREAS, the Debtors thereafter confirmed a Chapter 11 Joint Plan of Reorganization under a Plan Confirmation Order dated May 13, 2015; and

WHEREAS, the Parties have agreed to enter this First Amendment of the July 27th, 2012 Settlement Agreement, which is amended as follows:

- A) The Agency shall release a deed to the property currently being held in escrow, known as the former Block 60, Lot W26B, in the Liberty Harbor North Redevelopment Plan Area, to Liberty Harbor Holdings, LLC, instead of Liberty Harbor North II Urban Renewal Company, LLC, as originally agreed upon by the parties;
- B) Liberty Harbor North II Urban Renewal Company, LLC, shall be dissolved within sixty (60) days of the entry of the Court order approving the amendment to the Settlement Agreement dated July 27, 2012, and the matter closed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to enter into an Amended Settlement Agreement (attached) in the consolidated litigation matter commonly known as Ronald Kerrigan v. Jersey City Redevelopment Agency, 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 April 19, 2016.

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Russell Verducci				✓

FIRST AMENDMENT DATED APRIL __, 2016
OF THE JULY 27, 2012 SETTLEMENT AGREEMENT

First Amendment to the SETTLEMENT AGREEMENT dated 27th day of July, 2012 made between Ronald Kerrigan, Katheryn Kerrigan, and Lynn Kerrigan (collectively the "Plaintiffs" or "the Kerrigans") and the Jersey City Redevelopment Agency (the "JCRA"), the City of Jersey City ("Jersey City"), Liberty Harbor North, Inc., Liberty Harbor North II Urban Renewal Company, LLC., Liberty Harbor Holding, LLC, and Peter Mocco and Lorraine Mocco, (collectively, the "Defendants")(all parties hereto being referred to, collectively as "the Parties"); and

WHEREAS, Liberty Harbor North, Inc., Liberty Harbor North II Urban Renewal Company, LLC., Liberty Harbor Holding, LLC, each individually and respectively filed Petitions for relief pursuant to Chapter 11 of the United States Bankruptcy Code on April 17, 2012, before the United States Bankruptcy Court for the District of New Jersey, all cases being administratively consolidated under the Liberty Harbor Holding, LLC matter, Bankruptcy Case No. 12-19958 (collectively referred to as the "Debtors"); and

WHEREAS, the Debtors, the Kerrigans, the JCRA and Jersey City resolved certain disputes among them by way of the Settlement Agreement dated July 27, 2012, which was approved on Notice and Motion before the Bankruptcy Court by Order dated July 20, 2012;

WHEREAS, attached hereto as Exhibit "A" is a schedule of payments made and due under the Settlement Agreement; and

WHEREAS, the Debtors thereafter confirmed a Chapter 11 Joint Plan of Reorganization under a Plan Confirmation Order dated May 13, 2015; and

WHEREAS, the Parties have agreed to enter this First Amendment of the July 27th, 2012 Settlement Agreement, which is amended as follows:

ARTICLE I
PAYMENT

Amending Section 1.1, which shall forthwith state in full:

The Mocco Defendants shall make the following payments in satisfaction of the Judgement and other claims in the Litigation and the JCRA Litigation. The payment schedule is also set forth in Schedule A annexed hereto, which is incorporated by reference. All scheduled payments by the Mocco Defendants under this Settlement Agreement shall be made in cash or other immediately available funds payable to and delivered to William J. Ward, Esq. of the firm of Carlin & Ward, P.C. ITF the Kerrigans. Immediately upon receipt of any such

funds hereunder, and no later than 24 hours after receipt of said funds, Carlin & Ward, P.C. shall verify in writing via electronic mail and regular mail to all parties hereunder, the date of receipt, the amount received, and the payor.

ARTICLE II SECURITY

Amending Section 2.1(i) in full, but not effecting 2.1(ii) through 2.1(iv):

(i) Prior to the Bankruptcy Court approving this Settlement Agreement, the Mocco Defendants shall execute and deliver to the JCRA a bargain and sale deed with a covenant against grantor's acts on the "Kerrigan Parcel[" in the form attached hereto as Exhibit A. The bargain and sale deed shall be held in escrow by the JCRA until the Order of the Bankruptcy Court becomes final and non-appealable, at which time the JCRA shall record the bargain and sale deed ("Closing Date"). Upon confirmation that the Mocco Defendants have made all payments to the Kerrigans up and through December 31, 2012, which amount totals Ten Million Dollars (\$10,000,000), the JCRA shall deed the Kerrigan Parcel to Liberty Harbor Holding, LLC by a deed similar in form to the deed delivered previously by the JCRA to Liberty Harbor North II. The deed shall be delivered to the Mocco Defendants no later than May 1, 2016. In exchange for deeding back the Kerrigan Parcel, the JCRA shall simultaneously receive a mortgage constituting a first lien on the Kerrigan Parcel in the form attached hereto as Exhibit B, except to the extent that as amended herewith the titleholder and mortgage obligor shall be Liberty Harbor Holding, LLC. JCRA will maintain the mortgage on the Kerrigan Parcel until payment of the entire Judgment and Deferred Interest Payment and all other obligations of the Mocco Defendants under this Settlement Agreement have been satisfied in full. Upon satisfaction of the Judgment in full as set forth in Schedule A hereto and the payments in full of any other funds due from the Mocco Defendants under this Settlement Agreement, the JCRA shall discharge the mortgage on the Kerrigan Parcel. In the event the Mocco Defendants seek to receive financing for the construction on the Kerrigan Parcel prior to the satisfaction of the Judgment in full as set forth in Schedule A hereto and the payment in full of any other funds due form the Mocco Defendants under this Settlement Agreement, the JCRA agrees that it will subordinate its mortgage to a construction loan mortgage.

ARTICLE VII MISCELLANEOUS

7.1 Any amendment hereof shall be construed as the joint drafting product of all Parties, and no provision hereof shall be construed against any such Party as the drafter.

7.2 Debtors shall promptly seek Bankruptcy Court approval upon Notice of Motion to the United States Bankruptcy Court for the District of New Jersey, Newark Vicinage, as to any amendment hereof, on notice to all creditors. Court approval may be sought prior to execution by the parties, or *nunc pro tunc* from the Court, upon consent of all Parties, in the interest of meeting any and all deadlines and avoiding any real or technical breach of the settlement agreement.

7.3 For the purposes of enforcement, the within agreement shall only be effective upon entry of an Order approving same, upon Notice, Motion and Order, of the United States Bankruptcy Court for the District of New Jersey, Newark Vicinage. In the event of a denial of any Motion to approve same by the Bankruptcy Court, the parties shall return to the status quo ante this Amendment. The amendment addressed herein was at the request of Debtors due to the pending dissolution and otherwise lack of assets or creditors of the designated deed recipient and mortgage grantor under the original July 27, 2012 Settlement Agreement, Liberty Harbor North II Urban Renewal Company LLC.

7.4 To the extent any Board, Committee, Counsel or Authority vote or approval is required prior to execution of the herein, the parties agree and consent that they have sought and obtained same, and that all Parties have given requisite authority to enter the within Agreement.

7.5 Except as modified herein, the Settlement Agreement dated July 27, 2012, and all of its terms independently, and as incorporated into the Debtors Confirmed Chapter 11 Plan and Plan Confirmation Order, remain binding on all parties, unchanged and in full force and effect.

IN WITNESS HEREOF, the Parties hereto have executed this First Amendment to the Settlement Agreement as of the date and year, April __, 2016:

Carlin & Ward, P.C.
on behalf of the Kerrigans

Witness

JCRA

Witness

Jersey City

Witness

Peter Mocco

Witness

Lorraine Mocco

Witness

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A DEED FROM THE JERSEY CITY REDEVELOPMENT AGENCY RELEASING THE PROPERTY LOCATED AT 557 BRAMHALL AVENUE, JERSEY CITY, NJ FROM ALL RESTRICTIONS AND COVENANTS CONTAINED IN THE SPECIAL WARRANTY DEED DATED DECEMBER 19, 1980.

WHEREAS, Paula Oliver, also know as Paula Epps, is the owner of certain property within Block 19601, Lot 2, (prior Block 1961, Lot L.1) located in the Jackson Avenue Redevelopment Area and known as 557 Bramhall Avenue ("Property"); and

WHEREAS, on or about December 19, 1980, the Agency conveyed the Property to Percy Oliver and Paula Oliver, his wife, subject to a Special Warranty Deed, recorded by Hudson County Register of Deeds in Book 3314, Page 106; and

WHEREAS, the Property was then conveyed from Percy Oliver and Paula Oliver to Paula Oliver via Deed dated January 26, 1989 and recorded by the Hudson County Register of Deeds in Book 4092, Page 192; and

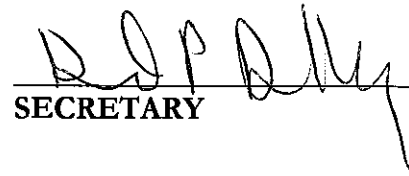
WHEREAS, Paula Oliver (a/k/a Paula Epps) has entered into a contract for sale of said Property; and

WHEREAS, the Agency has agreed to issue and execute a Deed hereby releasing the Property from all restrictions and covenants contained in the Special Warranty Deed.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that the Agency be and is hereby authorized to issue and execute a Deed releasing the Property known as 557 Bramhall Avenue from all restrictions and covenants contained in the Special Warranty Deed dated December 19, 1980, the terms and

conditions of which issuance are subject to the approval of the Agency's Executive Director and General Counsel.

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


 SECRETARY

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

RECORD OF COMMISSIONERS VOTE				
<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.	✓			
Russell Verducci				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A CERTIFICATE OF COMPLETION FOR PROPERTY LOCATED WITHIN THE BEACON REDEVELOPMENT AREA

WHEREAS, at its meeting of September 22, 2003 the Board of Commissioners of the Jersey City Redevelopment Agency designated Baldwin Asset Associates Urban Renewal Company, LLC as Redeveloper of the City owned property within the Jersey City Medical Center Complex, particularly Block 1899, Lot H3 which is located in the Beacon Redevelopment Area formerly known as the Medical Center Redevelopment Area; and

WHEREAS, on May 24, 2004 the Jersey City Redevelopment Agency and Baldwin Asset Associates Urban Renewal Company, LLC, a limited liability company of the State of New Jersey entered into a Redevelopment Agreement which Agreement was subsequently amended; and

WHEREAS, at its meeting of December 20, 2011 the Board of Commissioners authorized the transfer of certain redevelopment rights as well an Amended and Restated Redevelopment Agreement for Property to various urban renewal entities; and

WHEREAS, on December 28, 2011 the Jersey City Redevelopment Agency, the Hudson County Improvement Authority and BR Baldwin Asset Associates Urban Renewal Company, LLC; BR Mercury Urban Renewal Company, LLC; BR Orpheum Urban Renewal Company, LLC; BR Beacon Commerce Urban Renewal Company, LLC; BR Beacon Parking Urban Renewal Company, LLC; BR Tower Urban Renewal Company, LLC; BR Paramount Urban Renewal Company, LLC; BR Criterion Urban Renewal Company, LLC; BR Hague Urban Renewal Company, LLC and the

Roxy Urban Renewal Company, LLC (hereinafter collectively "Redeveloper") entered into an Amended and Restated Redevelopment Agreement (hereinafter "Agreement"); and

WHEREAS, pursuant to the terms of said Agreement, Redeveloper renovated structures or buildings within the Project Premises in accordance with the Agreement; and

WHEREAS, these structures were renovated for the benefit of Jersey City, its residents and the surrounding communities; and

WHEREAS, certain structures located within the project premises have been successfully completed and are now occupied; and

WHEREAS, Redeveloper is seeking issuance of a Certificate of Completion for renovated structures in accordance with the Amended and Restated Redevelopment Agreement for the following:

<u>Building</u>	<u>Address</u>	<u>Block & Lot</u>		<u>Use</u>
Criterion	100 Clifton Place	15303	12	271 residential units
Hague	88 Clifton Place	15303	11	241 residential units

within the boundaries of the Beacon Redevelopment Area.

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 is set forth at length; and 2) the Executive Director is hereby authorized to issue and execute Certificate(s) of Completion for structures/buildings renovated by Redeveloper pursuant to the terms of the Amended and Restated Redevelopment Agreement dated December 20, 2011.

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.

[Signature]
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 April 19, 2016.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DUE DILIGENCE PERIOD PURSUANT 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 collectively ("Agreement"); and

WHEREAS, on January 19, 2016 the Agency's Board of Commissioners approved the extension of the Due Diligence period until March 1, 2016; and

WHEREAS, on February 16, 2016, the Agency's Board of Commissioners approved the extension of the Due Diligence period until March 16, 2016; and

WHEREAS, March 15, 2016, the Agency's Board of Commissioners approved the extension of Due Diligence period until April 20, 2016; and

WHEREAS, the Parties are still negotiating further amendments to be made part of the Agreement; and

WHEREAS, the Parties desire to extend the Due Diligence period until May 18, 2016; and

WHEREAS, the Parties agree that should they fail to reach agreement on further amendments by May 18, 2016, the Due Diligence period shall expire.

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 the Agreement is extended until May 18, 2016.

Section 3. 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 4. The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency Officials are hereby authorized to execute and to undertake all actions necessary to effectuate this Resolution.

Section 5. All other provisions of the Agreement remain unchanged.

Section 6. This Resolution shall take effect immediately.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald Brown				
Diane Coleman				
Evelyn Farmer				
Erma Greene				
Rolando R. Lavarro, Jr.				
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 April 19, 2016