

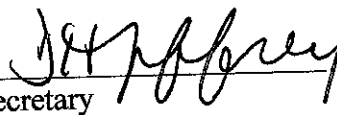
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING GOING INTO EXECUTIVE SESSION TO
DISCUSS CERTAIN MATTERS**

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

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

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

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR MEETING
DATED JUNE 18, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated June 18, 2019 for their review and approval.

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


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR MEETING JUNE 18, 2019**


WHEREAS, the Board of Commissioners approved going into closed session at their meeting of **JUNE 18, 2019** ; and

WHEREAS, the following issues were discussed: 1) litigation,

2) contract negotiations

3) and personnel

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Special Meeting of June 18, 2019 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 July 16, 2019

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
EXECUTION OF A CONTRACT WITH COONEY BOVASSO
REALTY ADVISORS, INC. FOR CITY-WIDE APPRAISAL
SERVICES IN ALL PROJECT AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body and instrumentality of the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of firms to provide appraisals of certain projects through the City (the "**Appraisal Services**"); and

WHEREAS, by Resolution No. 19-06-4, adopted June 18, 2019, the Agency evaluated and approved Cooney Bovasso Realty Advisors, Inc. ("**Cooney**") as a part of a qualified pool of professional appraisers in connection with the Agency's issuance of a Request for Qualifications ("**RFQ**") on May 13, 2019 for Appraisal Services; and

WHEREAS, the Agency desires to authorize execution of a contract with Cooney for a term of one (1) year and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, notice of the award of the Agreement shall be published in a newspaper of general circulation in accordance with applicable law,

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

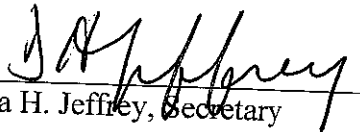
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for Appraisal Services to Cooney Bovasso Realty Advisors, Inc. for a not to exceed amount of Fifty Thousand Dollars (\$50,000.00) and for a term of one (1) year.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING EXECUTION OF A CONTRACT WITH
NEW JERSEY REALTY ADVISORY GROUP, LLC FOR
CITY-WIDE APPRAISAL SERVICES IN ALL PROJECT
AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body and instrumentality of the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of firms to provide appraisals of certain projects through the City (the "**Appraisal Services**"); and

WHEREAS, by Resolution No. 19-06-4, adopted June 18, 2019, the Agency evaluated and approved New Jersey Realty Advisory Group, LLC as a part of a qualified pool of professional appraisers in connection with the Agency's issuance of a Request for Qualifications ("**RFQ**") on May 13, 2019 for Appraisal Services; and

WHEREAS, the Agency desires to authorize execution of a contract with New Jersey Realty Advisory Group, LLC for a term of one (1) year and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, notice of the award of the Agreement shall be published in a newspaper of general circulation in accordance with applicable law,

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

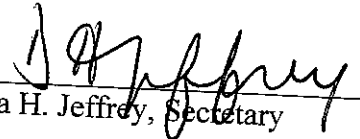
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for Appraisal Services to New Jersey Realty Advisory Group, LLC for a not to exceed amount of Fifty Thousand Dollars (\$50,000.00) and for a term of one (1) year.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				
Evelyn Farmer	✓			✓
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
EXECUTION OF A CONTRACT WITH WADE APPRAISAL,
LLC FOR CITY-WIDE APPRAISAL SERVICES IN ALL
PROJECT AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body and instrumentality of the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of firms to provide appraisals of certain projects through the City (the "**Appraisal Services**"); and

WHEREAS, by Resolution No. 19-06-4, adopted June 18, 2019, the Agency evaluated and approved Wade Appraisal, LLC as a part of a qualified pool of professional appraisers in connection with the Agency's issuance of a Request for Qualifications ("**RFQ**") on May 13, 2019 for Appraisal Services; and

WHEREAS, the Agency desires to authorize execution of a contract with Wade Appraisal, LLC for a term of one (1) year and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, notice of the award of the Agreement shall be published in a newspaper of general circulation in accordance with applicable law,

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


Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for Appraisal Services to Wade Appraisal, LLC for a not-to exceed amount of Fifty Thousand Dollars (\$50,000.00) and for a term of one (1) year.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
EXECUTION OF A CONTRACT WITH INTEGRA REALTY
RESOURCES-NORTHERN NEW JERSEY, LLC FOR CITY-
WIDE APPRAISAL SERVICES IN ALL PROJECT AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body and instrumentality of the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires from time to time the services of firms to provide appraisals of certain projects through the City (the "**Appraisal Services**"); and

WHEREAS, by Resolution No. 19-06-4, adopted June 18, 2019, the Agency evaluated and approved Integra Realty Resources-Northern New Jersey, LLC ("**Integra**") as a part of a qualified pool of professional appraisers in connection with the Agency's issuance of a Request for Qualifications ("**RFQ**") on May 13, 2019 for Appraisal Services; and

WHEREAS, the Agency desires to authorize execution of a contract with Integra for a term of one (1) year and for a contract amount not to exceed Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, notice of the award of the Agreement shall be published in a newspaper of general circulation in accordance with applicable law,

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

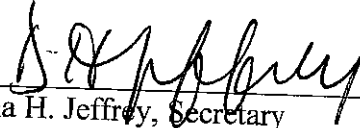
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for Appraisal Services to Integra Realty Resources-Northern New Jersey, LLC for a not to exceed amount of Fifty Thousand Dollars (\$50,000.00) and for a term of one (1) year.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE JERSEY CITY REDEVELOPMENT
AGENCY TO ISSUE NOT TO EXCEED \$1,000,000
REDEVELOPMENT AREA TAXABLE BONDS (PH URBAN
RENEWAL LLC PROJECT), SERIES 2019 AND
DETERMINING OTHER MATTERS RELATED THERETO
IN THE BLOCK 13102 REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1 et seq.) as amended and supplemented (the "Redevelopment Law") promotes the social and economic improvement of the State of New Jersey (the "State") and its several municipalities, in part, by providing a process for the redevelopment, rehabilitation and improvement of commercial and industrial facilities; and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established as an instrumentality of the City of Jersey City (the "City") pursuant to the provisions of the Redevelopment Law with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency, to accomplish the purposes of the Redevelopment Law, is empowered to extend credit to such employment promoting enterprises in the name of the Agency, on such terms and conditions and such manner as it may deem proper for such consideration and upon such terms and conditions as the Agency may determine to be reasonable; and

WHEREAS, the City, in accordance with the criteria set forth in the Redevelopment Law, has heretofore established a portion of the City as an area in need of redevelopment, known as the Paulus Hook Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Redevelopment Area includes Block 13102, Lot 1.02 (the "Project Premises"), which Project Premises is governed by the Paulus Hook Redevelopment Plan, as supplemented by the Block 13102 Redevelopment Plan (collectively, the "Redevelopment Plan"), copies of which, as constituted as of November 22, 2016 have been filed in the Office of the Clerk of the City, located at City Hall, 280 Grove Street, Jersey City, New Jersey; and

WHEREAS, the Redevelopment Law authorizes the Agency to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, PH Urban Renewal LLC (the "Redeveloper"), acquired an option to purchase the Project Premises, and as the contract purchaser of the Project Premises, made application to the Agency to be designated as the redeveloper to redevelop the Project Premises; and

WHEREAS, pursuant to a resolution adopted by the Agency on December 20, 2016, the Agency and the Redeveloper have entered into a Redevelopment Agreement dated December 27, 2016, as amended by a First Amendment dated as of March 24, 2017 (collectively, the "Redevelopment Agreement"), for the redevelopment of the Project Premises; and

WHEREAS, the Redeveloper intends to undertake a redevelopment project on the Project Premises, which is expected to consist of construction of (i) a residential tower consisting of up to 750 residential units, of which five percent (5%) of the revenue generating units will be deed restricted for a twenty (20) year term for use as housing for moderate income households (i.e., households which earn 80% or less of area mean income and which qualify as income eligible for such housing under HUD guidelines), (ii) approximately 18,464 square feet of retail/commercial space, (iii) a school space of approximately 35,000 square feet in size, as acceptable to the Jersey City Board of Education (the "JCBOE") for use as a first grade, kindergarten and/or pre-kindergarten facility or as the JCBOE shall decide, which, once constructed by the Redeveloper, will be conveyed to the JCBOE for nominal consideration, (iv) a parking garage containing approximately 419 parking spaces, (v) an open space plaza fronting Christopher Columbus Drive to be constructed and maintained by the Redeveloper for public, passive use/open space and (vi) other amenities (collectively, the "Redevelopment Project"); and

WHEREAS, in order to enhance the viability of the Redevelopment Project, the City has granted a long-term exemption pursuant to N.J.S.A. 40A:20-1 et seq., as amended (the "Tax Exemption Law"), and has entered into a Financial Agreement dated February 1, 2017 with the Redeveloper (the "Financial Agreement"), governing payments made to the City in lieu of real estate taxes on the Redevelopment Project; and

WHEREAS, the Financial Agreement will provide for the payment by the Redeveloper of, among other things, a Base Annual Service Charge (as defined in the Financial Agreement, the "Base Annual Service Charge") and a Pledged Annual Service Charge (as defined in the Financial Agreement, and as the same may be amended, revised or recalculated from time-to-time pursuant to the terms thereof, the "Pledged Annual Service Charge"); and

WHEREAS, pursuant to the Redevelopment Law, the Redevelopment Project is a redevelopment project in a redevelopment area, within the meaning of such law, and the Agency has agreed in the Redevelopment Agreement to issue the Bonds pursuant to the Redevelopment Area Bond Financing Law, as amended and supplemented, N.J.S.A. 40A:12A-64 et seq. (the "RAB Law"), to finance a portion of the costs of the Redevelopment Project; and

WHEREAS, pursuant to the Redevelopment Law and the RAB Law, the Agency has determined to issue its Redevelopment Area Taxable Bonds (PH Urban Renewal LLC Project), Series 2019 (the "Bonds"), in the aggregate principal amount of not to exceed \$1,000,000, which may be issued in one or more series, to: (i) fund certain of the costs of the Redevelopment Project and (ii) pay certain costs incidental to the issuance and sale of the Bonds, together with other costs permitted by the Redevelopment Law (collectively, the "Project"); and

WHEREAS, following the issuance of the Bonds, the proceeds will be deposited under a Trust Indenture (the "Indenture") to be entered into between the Agency and the Trustee, and will be applied in accordance with a Funding Agreement (the "Funding Agreement") to be entered into by and among the Agency, the Redeveloper and the Trustee, to fund a grant by the City to the Redeveloper to pay costs of the Project; and

WHEREAS, the Financial Agreement provides at Section 4.1.iii., that: (i) as security for the Bonds, the City agrees to and thereby assigns all of its interest in each Pledged Annual Service Charge to the Trustee to pay, and secure the payment of, the Bonds; (ii) the City's pledge of the Pledged Annual Service Charge shall be absolute; (iii) the Pledged Annual Service Charge shall not be included in the general funds of the City; and (iv) the City's obligation to pay the Pledged Annual Service Charge to the Trustee shall be a limited obligation of the City, payable by it only to the extent of payments of Pledged Annual Service Charges received from the Redeveloper, and shall not constitute a general obligation of the City; and

WHEREAS, the Agency, the City and the Trustee will enter into a Pledge and Assignment Agreement (the "Pledge and Assignment Agreement") to further memorialize the pledge and assignment of the Pledged Annual Service Charges to the Trustee as security for the Bonds;

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

Section 1. The Bonds and the Project; Security for the Bonds. The Agency hereby approves the issuance of the Bonds to finance the Project. The Bonds shall be issued in a negotiated transaction with a Purchaser (defined below). The Bonds shall be secured by the Pledged Annual Service Charges. In addition, to the extent deemed necessary or desirable by the Purchaser, the Bonds may also be secured by a guaranty by the Redeveloper or an affiliate thereof.

Section 2. Authorization of Bonds. (a) The Agency hereby authorizes the issuance of the Bonds in an aggregate principal amount of not to exceed \$1,000,000, in one or more series, for the purpose of funding costs of the Project. As provided in the Indenture, the Bonds shall accrete interest, compounded quarterly, at such rate or rates and to such date (the "Current Interest Commencement Date") as shall be set forth in the Indenture, and from and after the Current Interest Commencement Date the accreted value of the Bonds as of such Current Interest Commencement Date (the "Accreted Value") shall bear interest at such rate or rates as shall be set forth in the Indenture.

(b) The Bonds shall be initially issued in fully-registered form and as described in the Indenture between the Agency and the Trustee, registerable at the designated office of the Trustee, as bond registrar (the "Bond Registrar"), and shall be numbered with such identifying prefixes and suffixes as the Bond Registrar may determine. The Bonds shall be dated the date of their authentication and delivery to the holders thereof and shall bear interest from such date. Interest on the Bonds shall be payable on the dates as described in the Indenture.

(c) The Bonds shall mature no later than thirty (30) years from the date of issuance. The Bonds shall be issued on a federally taxable basis and shall (i) prior to the Current Interest Commencement Date, the Bonds shall accrete interest, and (ii) from and after the Current Interest Commencement Date, the Accreted Value thereof shall bear interest, at a rate or rates of interest as the case may be, which in each case shall not exceed eight percent (8%) per annum. The Bonds may be issued with such original issue premium or discount as shall be negotiated by the Purchaser and the Agency.

(d) The Chairman, Vice-Chairman or Executive Director (each an "Authorized Officer") of the Agency are each hereby authorized to execute and deliver on behalf of the Agency a bond purchase/placement agreement, if applicable, for the purchase or placement of the Bonds (a "Bond Purchase/Placement Agreement") by or with an entity designated by the Redeveloper, which may be an entity related to the Redeveloper (the "Purchaser"), the approval thereof to be evidenced by such Authorized Officer's execution thereof, for the purchase of all, but not less than all, of the Bonds of such series being sold. A copy of the Bond Purchase/Placement Agreement, if applicable, shall be filed upon execution with the records of the Agency.

Section 3. Terms and Provisions of Bonds. The terms and provisions of the Bonds, including dates of maturity, redemption provisions and interest rates, shall be as set forth herein and as set forth in the Indenture.

Section 4. Form of Bonds. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions or variations as may be necessary or appropriate.

Section 5. Execution and Authentication. The Bonds shall be executed and authenticated in accordance with the Indenture and shall be issued in registered form qualifying for book entry registration.

Section 6. Delivery of Bonds. Following execution of the Bonds, the Authorized Officers are each hereby authorized to deliver the Bonds to the Trustee for authentication and, after authentication, to deliver the Bonds to the Purchaser against receipt of the purchase price or unpaid balance thereof.

Section 7. Approval of Financing Documents. (a) The Indenture, the Funding Agreement and the Pledge and Assignment Agreement in substantially the forms attached hereto as Exhibits A, B and C, respectively, with such changes as may be approved by an Authorized Officer, are hereby approved. The Authorized Officers are hereby authorized to approve, execute, acknowledge and consent to and/or deliver such other documents (including, but not limited to, one or more Bond Purchase/Placement Agreements and Guaranty Agreements and any disclosure documents) which may be used in connection with the initial placement and sale of the Bonds, and any other such documents, certificates, instruments or agreements as may be necessary or appropriate in connection with the issuance of the Bonds, each in such form and substance as is customary for transactions of this nature (collectively with the Indenture, the Funding Agreement and the Pledge and Assignment Agreement, the "Financing Documents").

(b) No further action need be taken by the Agency, and the execution of the Financing Documents by an Authorized Officer shall be conclusively presumed to evidence any necessary approvals.

Section 8. Appointment of Certain Parties. (a) Gluck Walrath LLP is hereby appointed as bond counsel to the Agency for the Bonds.

(b) Manufacturers and Traders Trust Company shall serve as bond trustee, paying agent and registrar for the Bonds.

Section 9. Bond Issuance Fee. The Agency shall receive a bond issuance fee payable upon closing in the amount of one thousand two hundred fifty dollars (\$1,250.00).

Section 10. Incidental Action. The Authorized Officers are hereby authorized to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the execution and delivery of the Indenture and the issuance and sale of the Bonds, as described in the recitals hereto, all in accordance with the foregoing sections hereof.

Section 11. Ratification of Prior Actions. All acts previously undertaken by the Agency in connection with the Redevelopment Project and the authorization, sale and issuance of the Bonds are hereby ratified and approved in all respects.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

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 July 16, 2019.


SECRETARY

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
EXTENDING THE CONDITIONAL DESIGNATION OF
MECCA REALTY DEVELOPMENT LLC AS SUB-
REDEVELOPER OF BLOCK 13802, LOTS 3, 4, 5, 6, 7, 9, 19,
11, 20, 22 AND 23, BLOCK 13801, LOTS 1, 2, 3 AND 4, AND
BLOCK 13801, LOTS 9, 10, 11, 13, 14 AND 15 WITHIN THE
BATES STREET REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, on August 10, 2005, pursuant to Resolution No. 05-696, the Municipal Council of the City, authorized and directed the Jersey City Planning Board to conduct a preliminary investigation to determine whether the Bates Street Study Area meets the criteria to qualify as an "area in need of redevelopment" under the LRHL; and

WHEREAS, on March 14, 2006, the Jersey City Planning Board held a properly noticed hearing on the preliminary investigation report covering the Bates Street Study Area and recommended that the Municipal Council of the City designate the Bates Street Study as being an "area in need of redevelopment" under criteria a, b, d, e and h of the LRHL; and

WHEREAS, on May 10, 2006, pursuant to Resolution No. 06-335, the Municipal Council of the City declared the Bates Street Study Area to be an area in need of redevelopment under the LRHL; and

WHEREAS, on May 24, 2006, pursuant to Ordinance No. 06-065, the Municipal Council of the City of Jersey City, adopted the Bates Street Redevelopment Plan, which was last amended September 15, 2016 pursuant to Ordinance No. 16-125; and

WHEREAS, on November 21, 2017, pursuant to Resolution No. 17-116, the JCRA designated Bates Redevelopment, LLC as the designated Redeveloper ("Master Redeveloper") of Blocks 13801, 13802, 13803, and 13805 within the Bates Street Redevelopment Area; and

WHEREAS, on or about November 15, 2018, Mecca Realty Development LLC ("Sub-Redeveloper") made an application to the JCRA to enter into a Sub-Redeveloper Agreement with the JCRA and the Master Redeveloper relative to Block 13802, Lots 3, 4, 5, 6, 7, 9, 19, 11, 20, 22 and 23 (28 Center Street), Block 13801, Lots 1, 2, 3 and 4 (466 Grand Street), and Block 13801, Lots 9, 10, 11, 13, 14 and 15 (448 Grand Street) (collectively the "Mecca Properties"); and

WHEREAS, the Mecca Properties are located within the Bates Street Redevelopment Area and are accordingly subject to the Bates Street Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Sub-Redeveloper's application calls for the development of a mixed use residential and retail project consisting of a total of 269 residential units, retail space, parking and related amenities (the "Project"); and

WHEREAS, on March 26, 2019, the Agency adopted Resolution No. 19-03-5 conditionally designating Mecca Properties as Sub-Redeveloper and authorizing entry into a sub-redeveloper agreement with same within 90 days of adoption of the resolution, subject to one thirty (30) day extension by the Executive Director; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA, Master Redeveloper and Sub-Redeveloper desire to enter into formal negotiations for the entry of a Sub-Redeveloper Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Mecca Properties pursuant to the requirements of the Redevelopment Plan; and

WHEREAS, the Agency desires to extend the Sub-Redeveloper's conditional designation as sub-redeveloper of the property for an additional ninety (90) day period, in order to allow the foregoing negotiations to be completed.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The conditional designation as sub-redeveloper of the Property previously granted to Sub-Redeveloper is hereby extended until October 14, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for an additional period of up to thirty (30) days, to allow the Agency, Master Redeveloper, and Sub-Redeveloper to complete negotiations and enter into a sub-redeveloper agreement for the redevelopment of the property.
3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute documents necessary to effectuate the purposes of this Resolution subject only to review and approval of the JCRA's counsel.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

5. A copy of this Resolution shall be available for public inspection at the offices of the Agency.
6. This Resolution shall take effect immediately.

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 July 16, 2019.


 DIANA H. JEFFREY, Secretary

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Denise Ridley	✓			
Darwin R. Ona	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE PREPARATION, ADVERTISEMENT AND ISSUANCE OF
COMPETITIVE CONTRACTING FOR PROPERTY
MANAGEMENT AND SOCIAL SERVICES AT 665 OCEAN
AVENUE WITHIN THE JACKSON HILL REDEVELOPMENT
AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body and instrumentality of the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency is the owner of the Veterans Residential Housing Development in Honor of Jaime Vazquez (the "**Development**") located at 665 Ocean Avenue within the Jackson Hill Redevelopment Area, as set forth more particularly in the Jackson Hill Redevelopment Plan (the "**Redevelopment Plan**"), which Development houses formerly homeless veterans; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan, the Agency requires property management and social services at the Development (the "**Property Management and Social Services**"); and

WHEREAS, the Agency desires to partner with a qualified for-profit or not-for-profit entity to provide the Property Management and Social Services by way of competitive contracting, specifically in the form of a Request for Proposals ("**RFP**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.1 et seq.*, (the "**Local Public Contracts Law**") the Agency may use competitive contracting, including the issuance of an RFP, for the hiring of a for-profit or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes for the purpose of the operation, management or administration of social service facilities or programs as more particularly described in *N.J.S.A. 40A:11-4.1(b)(2)*; and

WHEREAS, in accordance with the Local Public Contracts Law, the contract for the Property Management and Social Services will be awarded to that entity submitting a proposal that, when evaluated, most successfully meets the stated criteria depicted within the RFP; and

WHEREAS, notice of availability of the RFP shall be published in the official newspaper of the Agency at least twenty (20) days prior to the date established for the submission of proposals pursuant to *N.J.S.A. 40A:11-4.5(a)*; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.3*, the Agency is required to pass a formal resolution authorizing issuance of the RFP,

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

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the preparation, advertising and issuance of a Competitive Contracting for Property Management and Social Services under the competitive contracting process defined in *N.J.S.A. 40A:11-4.1 et seq.* at the Veterans Residential Housing Development in Honor of Jamie Vazquez located at 665 Ocean Avenue in the Jackson Hill Redevelopment Area.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution and the issuance of the Request for Proposals, in consultation with counsel.

Section 4. This resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
AN AMENDMENT TO CONTRACT 18-08-DN5 WITH UNITED
WAY FOR PROPERTY MANAGEMENT AND SOCIAL
SERVICES AT 665 OCEAN AVENUE WITHIN THE JACKSON
HILL REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is a public body and instrumentality of the City of Jersey City (the “**City**”) operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency is the owner of the Veterans Residential Housing Development in Honor of Jaime Vazquez (the “**Development**”) located at 665 Ocean Avenue, Jersey City, New Jersey 07035 within the Jackson Hill Redevelopment Area, as set forth more particularly in the Jackson Hill Redevelopment Plan (the “**Redevelopment Plan**”), which Development houses formerly homeless veterans; and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan, the Agency requires property management and social services at the Development (the “**Property Management and Social Services**”); and

WHEREAS, on June 20, 2018, the Agency issued a Request for Proposals for Property Management and Social Services in Single-Site Development for Veterans (the “**RFP**”) pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), including but not limited to *N.J.S.A. 40A:11-4.3*; and

WHEREAS, in response to the RFP, United Way of Hudson County (“**United Way**”) submitted that certain Proposal for Property Management and Social Services in Single-Site Development for Veterans, dated August 1, 2018 (the “**Proposal**”); and

WHEREAS, on August 21, 2018 by Resolution #19-08-08, the Agency authorized the award of a contract for management of the Development and social services program to United Way, based on the terms and conditions set forth in the RFP and the Proposal; and

WHEREAS, on August 30, 2018, the Agency and United Way entered into Contract No. 18-08-DN5 (the “**Agreement**”), annexed hereto as **Exhibit A**, for a term of one year, expiring on August 29, 2019 (the “**Term**”); and

WHEREAS, the Agency wishes to extend the Term of the Agreement with United Way for an additional period of ninety (90) days (the "**Additional Term**") such that the Agreement expires on November 29, 2019; and

WHEREAS, the Agency wishes to authorize additional payment to United Way for the period commencing on August 30, 2019 and expiring on November 29, 2019 in a total not-to-exceed amount of Fourteen Thousand Eight Hundred Seven Dollars (\$14,807.00), for all services rendered during the Additional Term, including labor and materials, which amount shall be payable in monthly installments in accordance with the terms of the Agreement; and

WHEREAS, the Agency desires to memorialize such amended terms in an amendment to the Agreement; and

WHEREAS, if required, notice of the amendment of the Agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL.

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

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes amendment of the Agreement to allow for an extension of the Term such that the Agreement expires on November 29, 2019.

Section 3. The Board of Commissioners hereby authorizes amendment of the Agreement to increase the not-to exceed amount of the Agreement by Fourteen Thousand Eight Hundred Seven Dollars (\$14,807.00), which shall be inclusive of all labor, materials and Property Management and Social Services rendered during the Additional Term and shall be payable in monthly installments in accordance with the terms of the Agreement.

Section 4. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute an amendment to the Agreement and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. Except as expressly authorized herein, all other terms and conditions of the Agreement shall remain the same.

Section 6. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of July 16, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A MORTGAGE AND NOTE WITH HEAVENLY TEMPLE CHURCH OF GOD, FOR PROPERTY IDENTIFIED AS 14 MLK DRIVE A/K/A BLOCK 27002, LOT 17 AND 127 WARNER AVENUE A/K/A BLOCK 27001, LOT 9 LOCATED WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is an instrumentality of the City of Jersey City (the "**City**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the "**Redevelopment Law**"); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Jackson Hill Redevelopment Area (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area entitled the "Jackson Hill Redevelopment Plan" (as the same may be amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, Heavenly Temple Church of God (the "**Owner**") is the owner of certain property within the Redevelopment Area, including that property identified on the official tax maps of the City as Block 27002, Lot 17, commonly known as 14 Martin Luther King Drive and Block 27001, Lot 9, commonly known as 127 Warner Avenue (the "**Property**"); and

WHEREAS, the Owner, or its affiliate, Community Outreach Team, Inc., proposes to construct a mixed-use, mixed-income project in the Redevelopment Area, including on the Property, consisting of 225 residential units (seventy (70) units of senior/age-restricted housing, seventy (70) affordable housing units, and eighty-five (85) market-rate units), a multi-purpose community center, a job/trade training center and gym, commercial and medical office space, and related parking, in a manner consistent with the Redevelopment Plan; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-8(f)*, the Agency may make loans to redevelopers to finance redevelopment work; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, it is necessary for the Owner to demolish the structure located on the Property; and

WHEREAS, the Owner has requested that the Agency authorize a mortgage agreement and note (the "**Mortgage and Note**") to assist in financing the demolition; and

WHEREAS, Agency staff recommends authorizing the execution of the Mortgage and Note, with a maturity date of five (5) years, and a principal amount of \$48,598.40, with interest at a rate of 3%.

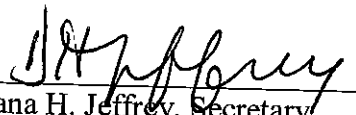
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. Authorization to execute a Mortgage and Note for the demolition of the Property is hereby granted.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This resolution shall take effect immediately.


Diana H. Jeffrey, 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 July 16, 2019.

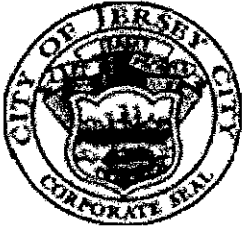
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SCOPE OF SERVICES

Concerning the subject properties located at 14 MLK Dr. and 127-129 Warner Avenue are the following tasks to be performed.

1. Procure all permits necessary to commence demolition at the subject properties.
2. Notify adjacent property owners of the process of demolition to take place on date certain.
3. Insure the safety of the public and all adjacent properties while utilizing dust control through the aerial misting method.
4. Interior demolition to remove most of, if not all, non-recyclable materials (ID-13 and ID-13c) including but not limited to sheetrock, structural wood products, plastics (non-recyclable) at both locations.
5. Next step of demolition at the subject properties will begin with the removal of the roofing material and then cut outside corners of fascia and roof rafters. 14 MLK has a flat roof with *modified bitumen membrane* roofing material as 127 Warner has a gable roof with asphalt shingles.
6. Commence with mechanical demolition of second floor to first floor ceiling and outer walls utilizing an excavator with a grapple attachment for picking and separating.
7. Follow with mechanical demolition of first floor to walking surface of first floor.
8. Demolish the remaining structure dropping demolished material down to the native grade elevation and prepare said products of the recyclable variety to be hauled to an appropriate recycler. Both structures are of the slab on grade variety.
9. Remove footings and any sub-grade structure stabilization contrivance.
10. Fill excavated voids created by the process of demolition with a dense graded aggregate (recycled concrete aggregate with a proctor specification of 102 minimum) compacted in lifts up to the surrounding finished grade then transition of the last lift to pitch surface water away from the existing structures and prevent site ponding.

Please note that this estimate for the aforementioned properties does not include the cost for surveys, asbestos removal, lead abatement, underground storage tanks, personal effects, furniture and household garbage (ID-10). These services can be offered upon request on a T&M basis.



Jersey City

Department of Public Works

Patrick G. Stamato Director

To: Jersey City Redevelopment Agency

Attn: Phil Orphanidis

From: Frank Lamparelli Division Director Sanitation

Rick Blois CPM/PSP

Dear Phil,

As per your request please find the following assessment apropos the properties located at **14 Martin Luther King Drive (tax map: block 27002, lot 17)** slated for demolition. The properties were researched and evaluated producing the following numbers for your consideration.

Specification and disposal cost estimate:

- Subject property: 14 MLK Dr.
- Structure Type: 2S-F-D-1U-H-BG3
- Total cf / ID13C: 7,365.6 cf*
- Total CY of ID13C: 272.8 CY
- to be transported to a recycling facility: 272.8 CY
- Factor 750 lbs per CY: 204,600 lbs
- Disposal cost for un-recoverable ID13C: \$ 8,103.18**
- (* derived by utilizing FEMA's Empirical Equation Publication No. 329)
- (** cost of disposal is derived from the prevailing rate of \$79.21 per ton as of 1/12/2018)
- Backfill with RCA to engineers specified proctor \$2,500

Equipment and work force estimate (T&M): \$ 14,500

- Manpower: (1) Supervisor, (1) Operating Engineer, (2) Laborers
- Equipment: (1) John Deere 350D Excavator, (1) Bull Dozer (1) Utility Truck D5
(2) Roll off Trucks w/30CY Dumpsters,
- Estimated time to complete the assignment: 3 days
- **Total cost of project : \$ 25,103.18**

I hope the preceding truncated estimate meets your approval. If need be I can elaborate on any of the aforementioned line items in detail.

Respectfully Submitted,

Rick Blois C.P.M.,

Coordinator of Safety, Training and Demolition



Jersey City
Department of Public Works
Patrick G. Stamato Director

To: Jersey City Redevelopment Agency

Attn: Phil Orphanidis

From: Rick Blois CPM/PSP

Dear Phil,

As per your request please find the following assessment apropos the properties located at **127 Warner Ave (tax map Block 27001, Lot 9)** slated for demolition. The properties were researched and evaluated producing the following numbers for your consideration.

Specification and disposal cost estimate:

- Subject property: 127 Warner Ave.
- Structure Type: 1 & 2S-F-D-3U-G
- Total cf/ ID13C: 6,177.6 cf*
- Total CY of ID13C 228.8 CY
- to be transported to a recycling facility: 228.8 CY
- Factor 750 lbs per CY: 171,600 lbs
- Disposal cost for un-recoverable ID13C: \$6796.22**
- (* derived by utilizing FEMA's Empirical Equation Publication No. 329)
- (** cost of disposal is derived from the prevailing rate of \$79.21 per ton as of 1/12/2018)
- Backfill with RCA and compact to engineers proctor \$2,500

Equipment and work force estimate (T&M): \$ 14,199

- Manpower: (1) Supervisor, (1) Operating Engineer, (2) Laborers
- Equipment: (1) John Deere 350D Excavator, (1) Bull Dozer (1) Utility Truck D5
- (2) Roll off Trucks w/30CY Dumpsters,
- Estimated time to complete the assignment: 3 days
- **Total cost for project : \$ 23,495.22**

I hope the preceding truncated estimate meets your approval. If need be I can elaborate on any of the aforementioned line items in detail.

Respectfully Submitted,

Rick Blois C.P.M.,

Coordinator of Safety, Training and Demolition

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 15TH AND GROVE JC, LLC, AS REDEVELOPER OF CERTAIN PROPERTY COMMONLY KNOWN AS 619 GROVE STREET (BLOCK 7102, LOT 7) AND 610-620 GROVE STREET (BLOCK 7103, LOTS 12-17) WITHIN THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City has designated that certain area known as the Jersey Avenue Light Rail Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the City has enacted the Jersey Avenue Light Rail Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”), in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, 15th and Grove JC, LLC (the “**Redeveloper**”) is the contract purchaser of certain property identified as Block 7102, Lot 7 on the official tax map of the City, commonly known as 619 Grove Street (the “**Saint Lucy Parcel**”); and

WHEREAS, the Roman Catholic Archdiocese of Newark owns certain properties directly across from the Saint Lucy Parcel, identified as Block 7103, Lots 12, 13, 14, 15, 16 and 17 on the official tax map of the City, commonly known as 610-620 Grove Street (the “**Public Benefit Parcel**”, together with the Saint Lucy Parcel, the “**Property**”); and

WHEREAS, on February 19, 2019, by Resolution No. 19-02-14, the Agency designated the Redeveloper as redeveloper of the Property, and authorized the negotiation of a redevelopment agreement; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until October 31, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency’s Executive Director for two (2) additional periods of thirty (30) days each, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until October 31, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for two (2) additional periods of thirty (30) days each, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

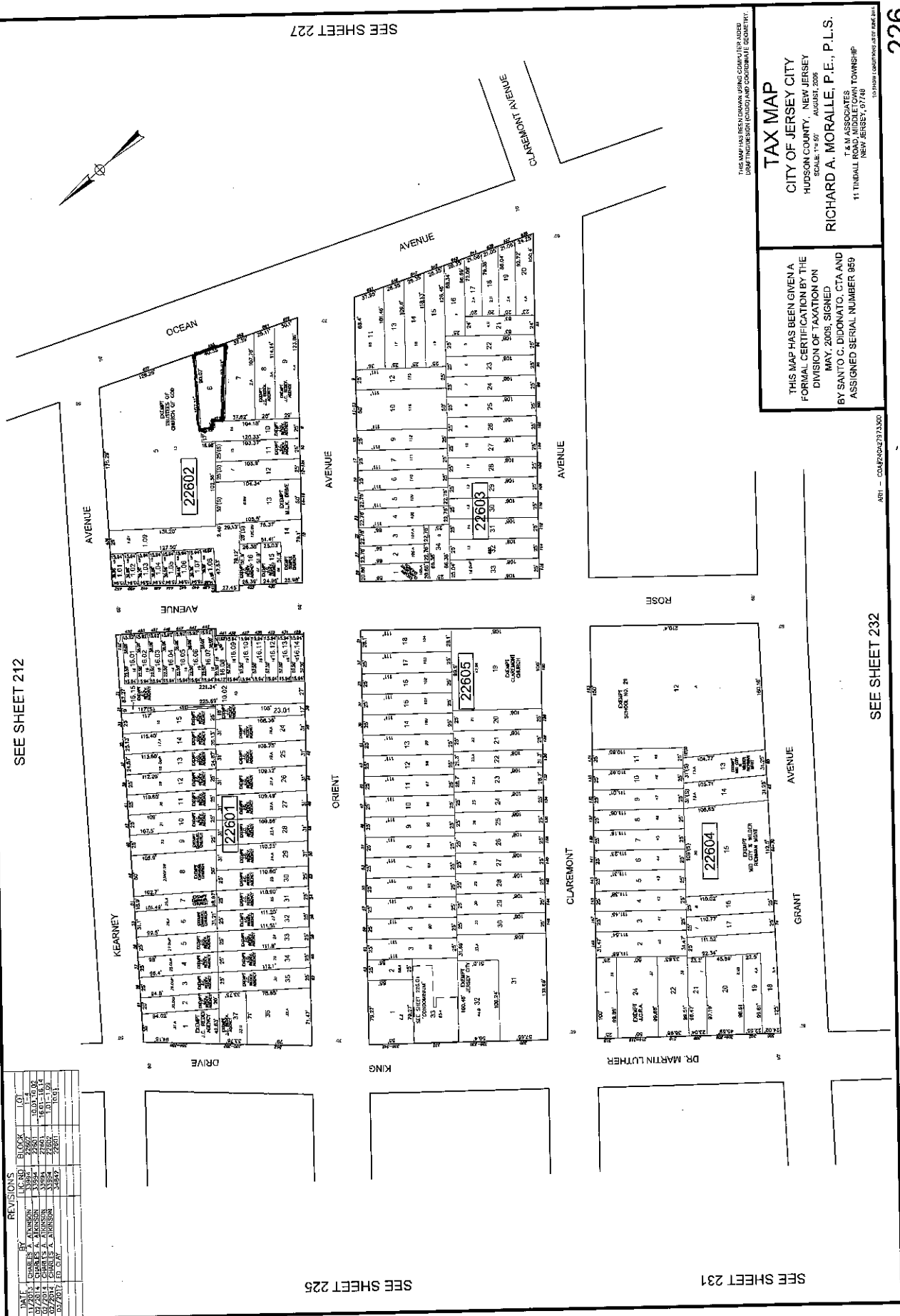
Section 4. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 227



SEE SHEET 231

TAX MAP

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

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

H&B - CCA#24507973.80

SEE SHEET 232

226

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT WITH COLES JERSEY DEVELOPMENT CO., LLC AND COLES JERSEY DEVELOPMENT CO. II, LLC IN CONNECTION WITH THE REDEVELOPMENT OF PORTIONS OF BLOCK 6004 AND BLOCK 6005 WITHIN THE JERSEY AVENUE PARK REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Jersey Avenue Park Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Jersey Avenue Park Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Redevelopment Law authorizes the Agency to arrange or contract for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Agency has undertaken a program for the redevelopment of a portion of City Blocks 6004 and 6005 (collectively, the “**Park Property**”) within the Redevelopment Area as governed by the Redevelopment Plan; and

WHEREAS, the Park Property is currently owned by Coles Jersey Development Co., LLC and Coles Jersey Development Co. II, LLC (together, the “**Developer**”); and

WHEREAS, the Redevelopment Plan requires that the developer of the Emerson District include as part of its phase one for any project the construction of the Park Property (the “**Park Redeveloper**”), and to develop, finance and construct certain improvements on the Park Property, as approved by the City and Agency (the “**Park Improvements**”); and

WHEREAS, in accordance with Planning Board Resolution P18-030, decided on May 22, 2018 and memorialized on June 19, 2018, the Developer is required to negotiate and enter into an agreement with the Agency with respect to the construction of the Park Improvements by the Park Redeveloper and the dedication of the Park Property to the City; and

WHEREAS, in furtherance of the Agency’s objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Agency’s best interests to enter into an escrow agreement with the Developer, in substantially the form attached hereto as **Exhibit A** (the “**Escrow Agreement**”) for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with such construction and dedication.

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

Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Escrow Agreement, in substantially the form attached, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

Section 3. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on July 16, 2019.



DIANA H. JEFFREY, SECRETARY

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

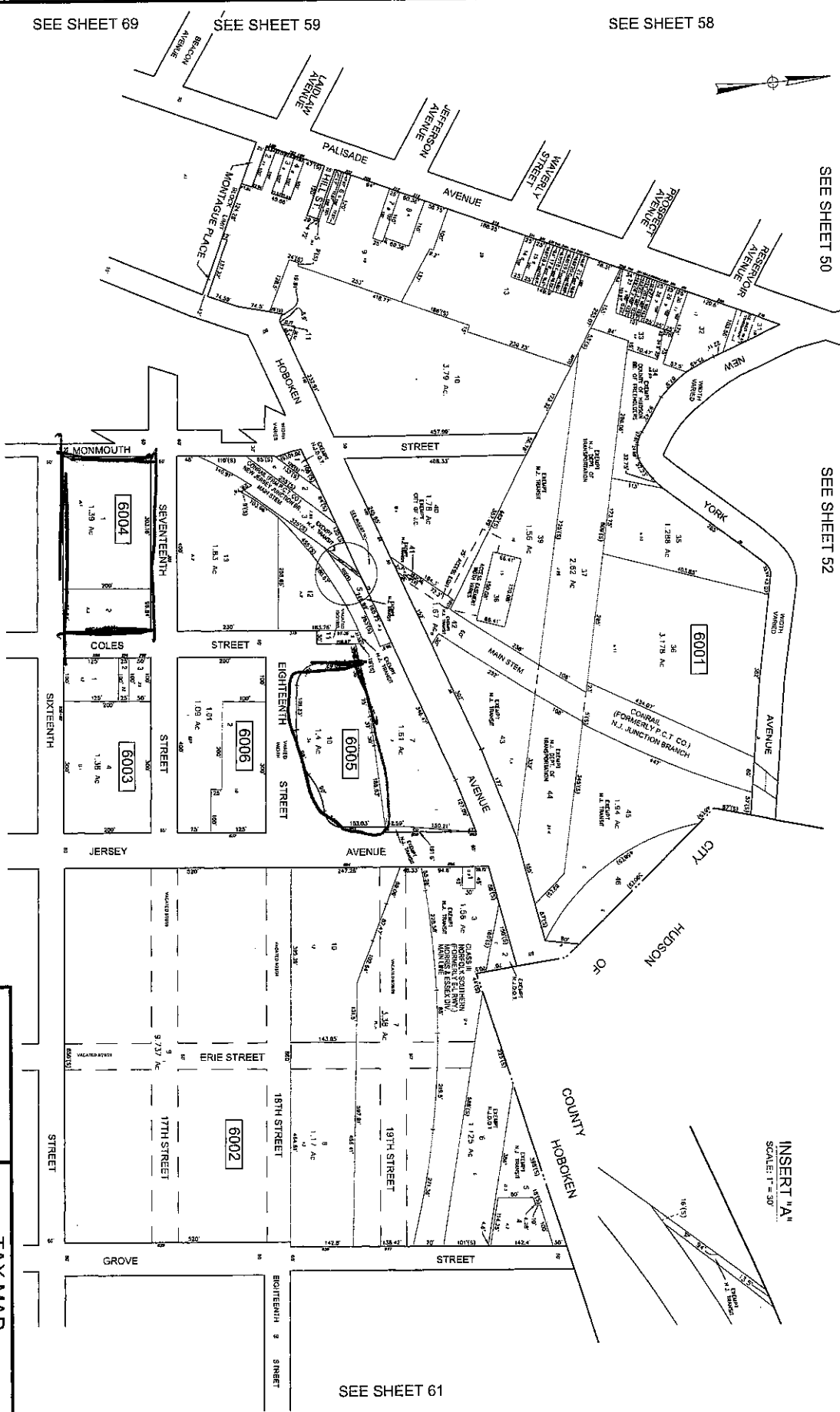
REVISIONS			
DATE	BY	REASON	APPROVED
07/20/06	JOHN A. MORALE	1.00	
07/20/06	JOHN A. MORALE	1.01	
07/20/06	JOHN A. MORALE	1.02	
07/20/06	JOHN A. MORALE	1.03	
07/20/06	JOHN A. MORALE	1.04	
07/20/06	JOHN A. MORALE	1.05	
07/20/06	JOHN A. MORALE	1.06	
07/20/06	JOHN A. MORALE	1.07	
07/20/06	JOHN A. MORALE	1.08	
07/20/06	JOHN A. MORALE	1.09	
07/20/06	JOHN A. MORALE	1.10	
07/20/06	JOHN A. MORALE	1.11	
07/20/06	JOHN A. MORALE	1.12	
07/20/06	JOHN A. MORALE	1.13	
07/20/06	JOHN A. MORALE	1.14	
07/20/06	JOHN A. MORALE	1.15	
07/20/06	JOHN A. MORALE	1.16	
07/20/06	JOHN A. MORALE	1.17	
07/20/06	JOHN A. MORALE	1.18	
07/20/06	JOHN A. MORALE	1.19	
07/20/06	JOHN A. MORALE	1.20	

SEE SHEET 70

SEE SHEET 71

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY 7, 2006, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERIAL NUMBER 859

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 100'
AUGUST, 2006
T & M ASSOCIATES
NEW JERSEY 07748
11 INDIAN HILL, WOODCLIFF LAUREL, NJ 07070



INSERT "A"
SCALE: 1" = 30'

SEE SHEET 61

ITEM #15

TABLED

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT WITH NUKA
PROPERTIES, LLC FOR CERTAIN PROPERTY
COMMONLY KNOWN AS 1 EDWARD HART ROAD A/K/A
BLOCK 24304, LOT 6 WITHIN THE LIBERTY HARBOR
REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, on June 18, 2019, the JCRA conditionally designated Nuka Properties, LLC (the "Redeveloper") as redeveloper for the development of property located at Block 24304, Lot 6, commonly known as 1 Edward Hart Road (the "Property"), subject to the conditions contained in JCRA Resolution No. 19-06-10; and

WHEREAS, the Property is located within the Liberty Harbor Study Area and is accordingly subject to the Liberty Harbor Redevelopment Plan (the "Redevelopment Plan"); and

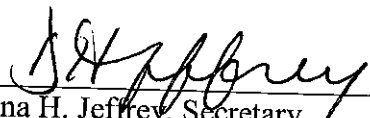
WHEREAS, the Redeveloper has made an application to the JCRA to enter into a Redevelopment Agreement relative to the Property for the development of a facility to grow, cultivate, manufacture, process and dispense cannabis under a state license for medicinal uses (the "Project"); and

WHEREAS, the JCRA and the Redeveloper have engaged in negotiations and the JCRA has determined that the Project achieves the objectives of the Redevelopment Plan, and it is therefore in the JCRA's best interests to enter into a Redevelopment Agreement (the "Redevelopment Agreement") with the Redeveloper for the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA and Redeveloper wish to enter into a Redevelopment Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Property pursuant to the requirements of the Redevelopment Plan.

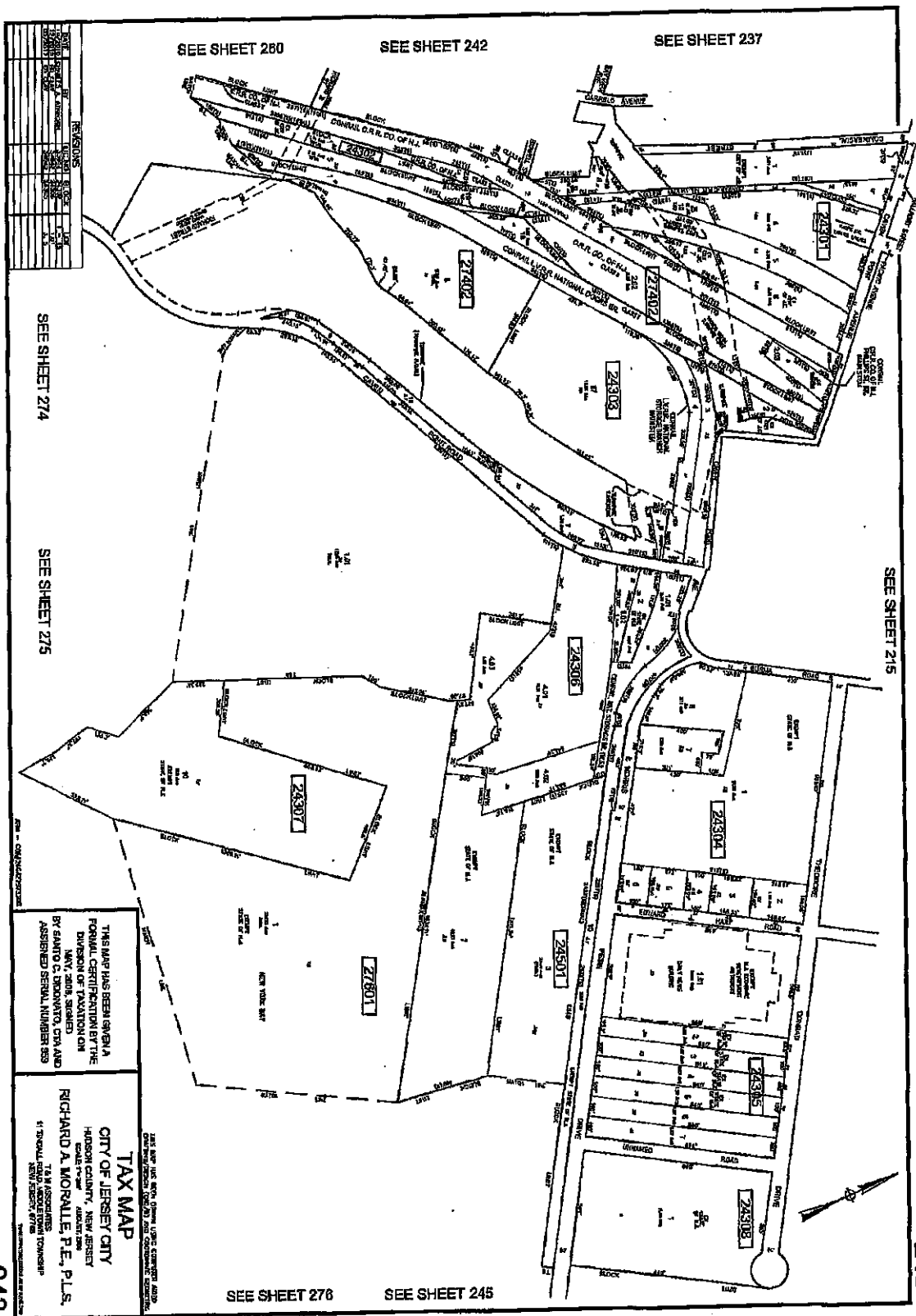
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency:

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The Agency hereby approves the Redevelopment Agreement with Nuka Properties, LLC, a form of which is attached hereto and made part hereof as Exhibit A.
3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute the approved Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution subject only to review and approval of Agency counsel.
4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.
5. A copy of this Resolution shall be available for public inspection at the offices of the Agency.
6. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			



TYPE	SYMBOL
STREET	Solid line
RAILROAD	Dashed line
WATER	Wavy line
LOT	Numbered area
PLANTATION	Shaded area
UNIMPROVED LAND	White area

SEE SHEET 274

SEE SHEET 275

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DI DONATO, CTA AND
ASSIGNED SERIAL NUMBER 859

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=200'
RICHARD A. MORALE, P.E., P.L.S.
1110 JEFFERSON AVENUE
NEW JERSEY, 07310

SEE SHEET 280

SEE SHEET 242

SEE SHEET 237

SEE SHEET 215

SEE SHEET 276

SEE SHEET 245

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH LHN II, LLC, THE CONSENT TO THE FOURTH AMENDMENT TO THE MASTER DEED AND AN ESTOPPEL CERTIFICATE ALL IN CONNECTION WITH PHASE II OF THE PROJECT LOCATED WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Act**"), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established as an instrumentality of the City of Jersey City (the "**City**") pursuant to the provisions of the Act, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Act, the City established an area in need of redevelopment commonly known as the Liberty Harbor North Redevelopment Area (the "**Redevelopment Area**") and, subsequently adopted a redevelopment plan for the area entitled the Liberty Harbor North Redevelopment Plan, as may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, on December 16, 2014, the Board of Commissioners of the Agency authorized a redevelopment agreement (the "**Redevelopment Agreement**") between the Agency and LHN II LLC (the "**Redeveloper**") in order to further the development of the project as further set forth therein (the "**Project**"); and

WHEREAS, the Redevelopment Agreement was executed by the parties and is effective as of February 17, 2015; and

WHEREAS, the Redeveloper has obtained final site approval from the Jersey City Planning Board for Phase II of the Project, which approvals amend certain aspects of the Project, namely, that Phase II will now have 7,412 square feet of permitted commercial space and 107 parking spaces instead of 9,089 square feet of permitted commercial space and 118 parking spaces (the "**First Amendment**"); and

WHEREAS, the Agency recommends that the First Amendment to the Redevelopment Agreement be prepared in order to align Phase II of the Project with the final site plan approval; and

WHEREAS, in addition, the Redeveloper needs to update the Master Deed to reflect the final site approval and to permit a temporary assignment of the loading zone for the adjacent hotel use (the "**Fourth Amendment to the Master Deed**");

WHEREAS, in accordance with Section 3.02 of the Redevelopment Agreement, the Redeveloper requires the Agency's consent to effectuate the Fourth Amendment to the Master Deed, and the Agency does desire to provide such consent, the form of which is on file with the Agency; and

WHEREAS, in connection with the Redeveloper's financing of the Project, the Agency also desires to provide an estoppel certificate to the Redeveloper (the "**Estoppel Certificate**") the form of which is on file with the Agency.

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

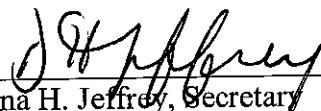
Section 1. The recitals above are hereby incorporated herein as if set forth at length.

Section 2. The Executive Director is hereby authorized to execute the First Amendment to the Redevelopment Agreement, the consent to the Fourth Amendment to the Master Deed and the Estoppel Certificate, which are on file with the Agency, together with such additions, deletions and modifications thereto as may be necessary or desirable in consultation with counsel and any and all other documents necessary to effectuate this Resolution subject to the review and approval of counsel.

Section 3. The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of July 16, 2019.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 141

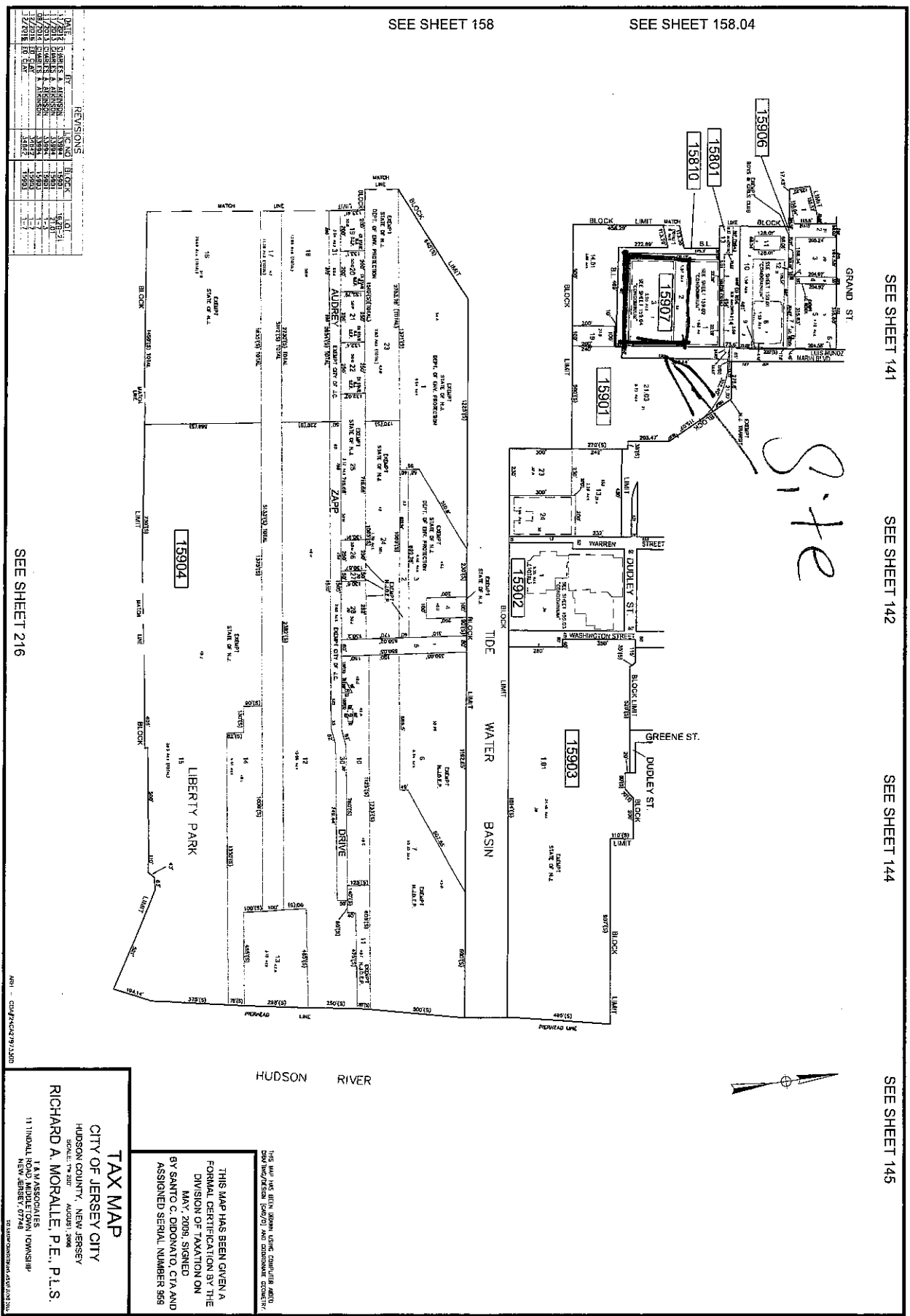
SEE SHEET 142

SEE SHEET 144

SEE SHEET 145

SEE SHEET 158

SEE SHEET 158.04



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 19-06-MPN13 WITH PAULUS, SOKOLOWSKI AND SARTOR LLC (PS&S) AS PROFESSIONAL ENGINEERING SERVICES FOR THE PROJECT LOCATED AT 125 MONITOR STREET WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**"), a public body corporate and politic of the state of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to enter into contracts as deemed necessary for the efficient operation of the Agency; and

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires the services of an experienced consulting company for the purpose of providing an independent third-party estimate for adaptive re-use of the building located on property located at Block 17503, Lot 1 on the tax map of Jersey City, more commonly known as 125 Monitor Street, located within the Morris Canal Redevelopment Area (the "**Property**"); and

WHEREAS, Paulus, Sokolowski and Sartor LLC ("**PS&S**") submitted a proposal to the Agency dated July 10, 2019 attached hereto (the "**Proposal**") to perform the independent third-party estimate (the "**Engineering Consulting Services**"); and

WHEREAS, the Engineering Consulting Services shall include said third-party estimate for adaptive re-use of the building located at the Property, and shall also include a second estimate for demolition of the building and new construction to support development of the property, among other things; and

WHEREAS, the Agency wishes to enter into Contract No. 19-06-MPN13 with PS&S (the "**Agreement**") for a term not to exceed one year and a contract amount not to exceed \$35,000.00, which amount includes the estimated project costs of \$27,500.00 and expenses; and

WHEREAS, the Agency hereby certifies that it has funds available for such costs; and

WHEREAS, the services are of a professional nature within the purview of *N.J.S.A. 40A:11-5(1)(a)(i)* of the LPCL such that the Agreement does not require competitive bidding; and

WHEREAS, notice of the award of the Agreement 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 as follows:

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the Agreement with PS&S for performance of the Engineering Consulting Services in an amount not to exceed Thirty-Five Thousand (\$35,000.00) and for a term to expire one year from the date of the contract in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Agreement authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			



June 10, 2019
09019.0669

Mr. Christopher Fiore, Assistant Executive Director
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, NJ 07302-3821

Education

Energy Utility

Forensics

Healthcare

Hospitality

Public Sector

Real Estate

Science & Technology

Re: Jersey City Redevelopment Agency
125 Monitor Street, Jersey City, NJ
Services for Independent Third-Party Estimate

Dear Mr. Fiore:

INTRODUCTION/PROJECT DESCRIPTION

Paulus, Sokolowski & Sartor, LLC (PS&S) is pleased to present this proposal to the Jersey City Redevelopment Agency (JCRA) for Professional Consulting Services associated with Construction Cost Estimating and Expert Testimony at the referenced site. PS&S has based this proposal on the May 31, 2009 Scope of Services Memo (Scope) by the JCRA.

The Scope request that PS&S provide our professional fees broken into the following categories:

Item #	Description	QTY	Unit
1	Estimate for Adaptive Re-Use	1	EA
2	Estimate for Demolition & New Construction	1	EA
3	Review & Analysis of Estimates via Final Report to Client	1	EA
4	Hourly Rate for Expert Testimony (if needed)	1	HR
5	Expenses	TBD	TBD

Item #5, Expenses, will be billed as per the attached PS&S General Conditions of Service.

There is some costing overlap during the preparation of the Adaptive Re-Use Estimate and the Demolition and New Construction Estimate the cost for these overlaps has been split equally between the two estimates.

PS&S SCOPE OF BASIC SERVICES

General Notes and Requirements

- PS&S work for the Project will be performed by or under the direction of Peter Neumann. Before coming to PS&S, Mr. Neumann spent 18 years working heavy construction in the metro area, with a focus on project engineering, estimating and controls. Mr. Neumann has been involved in projects ranging from a few hundred thousand dollars to over one billion dollars. Mr. Neumann graduated from Union College with a BS in Civil Engineering. While he does not have a CPE certification, he is a member of the American Association of Cost Engineering International (AACEI) and is familiar and works in accordance with their recommended practices for scheduling and estimating.

67B Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

t. 732.560.9700

www.psands.com



- The estimate will be based on expert opinions, coordination with the JCRA planning and hazardous materials experts, contractor estimates where appropriate/available, RS Means and other industry sources.

Adaptative Re-Use Estimate

To determine the cost for adaptive re-use project, PS&S will determine costs from the following major areas of work:

- **Site Plan** – For the building to be repurposed the site will require major infrastructure and aesthetic upgrades. PS&S plans to coordinate with the JCRA planner to determine the end use requirements for the site. Based on those discussions PS&S will prepare a draft concept narrative of the improvements required for the property. Using the narrative as a basis a cost estimate for the Site Plan Improvements will be determined. PS&S will also consult with our in-house civil department for recommendations and additional items required for the draft concept narrative.
- **Hazardous Material** – The Scope of Services notes that an “estimate shall include lead paint and asbestos removal and PCB abatement”. It is anticipated that PS&S will coordinate with JCRA environmental consultant to obtain the quantities and locations of hazardous material. Once the quantity of materials is known the removal of the asbestos containing material (ACM) and lead paint removal will be priced using professional judgement, consultant consultation and RS Means estimating program. To determine the pricing of the PCB removals, PS&S will utilize its Environmental Department to research past costs of similar work and to coordinate with PCB Removal Contractors to get rough quotes of the removal and disposal.
- **Gutting of Building** – In the adaptive re-use scenario. PS&S will determine a price to partially demo the building to accommodate future construction. After coordination with the JCRA planner regarding the final configuration of the building and the extent of demo required, PS&S will reach out to demolition contractors to help determine a price for adaptive re-use demolition. Demolition pricing can be highly variable, and it is becoming more common for General Contractors to sub out the demo portions of there Projects, as the specialty Contractors can perform at a lower price. It is for this reason PS&S feels the best approach is to solicit the opinion of two demo contractors on the cost to gut the building. Once we receive that costs in will be checked against a crew analysis for the work to ensure that it is an accurate cost.
- **Structural Support and Architecture Requirements** – PS&S will consult their internal structure department for recommendations on the type of support and retrofit that will be required to support the buildings new use. In addition, through discussions with JCRA Planning Consultant, conceptual architecture concepts will be discussed and priced accordingly.
- **MEP Requirements** – Considering the current state of the building it is anticipated that the buildings MEP systems will need to be completely redesigned and constructed. Based on conversations with JCRA Planning Consultant and the end user requirements for the Project, PS&S will coordinate with the in house MEP Department to develop the MEP draft concept report for the Project. This will then be priced using RS Means and the professional expertise of PS&S MEP Department.
- **Building Fit Out** – Based on coordination with the JCRA Planning Consultant the buildings final function and capacity will be established. A draft concept report will be prepared and then based on those parameters a square foot estimate of the interior build-out will be established.



- **Soft Costs** – A large portion of a construction project budget includes indirect costs or soft costs, that will need to be considered. These costs include permits, field office, supervision, engineering, design, construction management, bonds and insurance will be documented in the draft concept report. In addition, an estimate contingency will be added to the estimate based on the current AACEI Recommended Practices.

Demolition and New Construction

A similar approach as described above will be used to estimate the cost for Demolition and New Construction. There will be work overlap between the two scenarios. To provide accurate pricing these costs have been split equally between the two alternatives:

- **Site Plan** – It is anticipated that the majority of site plan costs will overlap considerably, additional pricing for new utility service lines may be required in the new construction. Additionally, quantities of pavement, landscaping and others may change based on the layout of both options.
- **Hazardous Materials** – Rehabilitation of the building will require removal of all hazardous materials on site, while the complete demolition of the building may allow for encapsulation of the materials to be processed off site or other alternative mitigation measures. The PCB removal will likely be the same in both alternatives.
- **Demo of Building** - In the demolition and new construction scenario, PS&S will consult with the same demo contractors discussed above to determine a price, method and time frame to bring down the building. As above, once we receive that costs in will be checked against a crew analysis for the work to ensure that it is an accurate cost.
- **Structural Support and Architectural Requirements** – It is anticipated that the architectural requirements for both options will be similar, any differences will be noted and priced accordingly. PS&S in house structural department will be consulted regarding a typical foundation and pile requirements for a building in the area. This information will be used to determine a conceptual cost for piles and foundations for the new building.
- **MEP Improvements** – While the requirements and quantities of the MEP systems are expected to be similar, pricing for conduit and ducts will have different pricing then installation of a retro-fit building. Working with PS&S MEP Department the difference will be quantified and priced accordingly.
- **Building Fit Out** – It is anticipated that the fit-out requirements for both options will be similar in concept and quantity. However, like the MEP Improvements, the cost for fitting out a new building verse retro-fitting the old building will have different pricing.
- **Soft Costs** – As described above the indirect costs for the Project will be similar with the major difference coming in permits and time calculated, the costs will be adjusted based on the anticipated schedule durations of the two options.

Review and Analysis of Estimate via Final Report

The final estimates along with a report of the estimate basis will be prepared for JCRA. The report will focus on the basis and conceptual assumptions made to determine the costs for both options. The report will also focus on an analysis adaptive reuse verse demolition and construction costs, advantages and schedule.

Schedule

- As per the Scope of Work "The final report...be provided no later than six weeks from the date of contract execution." To achieve this deadline the following schedule will be followed:



Mr. Christopher Fiore, Assistant Executive Director
Jersey City Redevelopment Agency
June 10, 2019
Page 4

- Week 1 – PS&S will conduct a site visit, start communications with the JCRA experts and build out a framework for the estimate. Begin to assemble draft concept reports.
- Week 2 – PS&S will contact demo and PCB companies looking for quotes, PS&S will confer with JCRA Experts and PS&S in house experts. Assemble draft concept reports.
- Week 3 – PS&S will begin estimating based on the draft concept reports, while still conferring with experts.
- Week 4 – PS&S will continue estimating based on the draft concept reports, while conferring with experts.
- Week 5 – PS&S will finalize estimating and turn draft concept reports into the Final Report. The analysis of the two options will also be prepared.
- Week 6 – Review and final editing of Analysis and Report of Estimate.
- **Hourly Rate for Expert Testimony, if need arises;**
 - PS&S will provide expert testimony by Peter Neumann at an hourly rate of \$225 per hour. This rate includes preparation for testimony by Pete Neumann, Renard Barnes (PS&S Legal Counsel) and Michael Cohen.
 - The hourly rate does not include expenses for testimony, which will be billed according to PS&S General Conditions of Service.
- **Expenses**
 - Reimbursable expenses (travel, printing, consultants, etc.) will be billed, as incurred, in accordance with our General Conditions of Service.

CLIENT PROVIDED ITEMS

It is understood that the JCRA has obtained the professional services of both a Planner and Environmental Consultant. It assumed that PS&S will have access to these consultants to help to determine the parameters of both construction options. In addition, it is assumed that the Environmental Consultant will have a quantity and locations for the hazardous materials.

FEES, TERMS AND CONDITIONS

PS&S services will be performed in accordance with the relevant terms and conditions of the attached PS&S General Conditions of Service (GCS), dated October 2018. Our estimate of the fee for each task item is as follows:

Item #	Description*	QTY	Unit	Cost
1	Adaptive Re-Use Estimate	1	EA	\$10,500
2	Demolition and New Construction	1	EA	\$9,500
3	Review and Analysis of Estimate via Final Report	1	EA	\$7,500
Project Total:				\$27,500
4	Expert Testimony Hourly Rate	1	EA	\$225
5	Expenses	TBD	TBD	TBD



Mr. Christopher Fiore, Assistant Executive Director
Jersey City Redevelopment Agency
June 10, 2019
Page 5

CONCLUSION

If this proposal meets with your approval, please return a copy of the signed document. We will begin providing services upon our receipt of a signed proposal. We appreciate the opportunity to provide this proposal and look forward to working with you on this project.

Very truly yours,

PAULUS, SOKOLOWSKI AND SARTOR, LLC

Michael P. Cohen, PE, PMP
Senior Vice President

Attachment

PROPOSAL AND GENERAL CONDITIONS OF SERVICE ACKNOWLEDGED AND ACCEPTED	
CLIENT:	Jersey City Redevelopment Agency
SIGNATURE:	
NAME:	
TITLE:	
DATE:	



67A Mountain Blvd Ext
PO Box 4039
Warren, NJ 07059

Proposal/Contract No: 9019.0669

Date: 06/10/2019

GENERAL CONDITIONS OF SERVICE

Page 1 of 2

These General Conditions of Service and the PS&S Rate Schedule are attachments to this PS&S Proposal. Together they comprise the agreed terms under which PS&S will provide its Services (hereinafter referred to as the "Agreement") for the project described in the Proposal (the "Project"). Any Services requested or required that are not described in the Proposal are considered to be Additional Services. Additional Services will require a written amendment to this Agreement before being performed.

1. CHARGES FOR SERVICES

When PS&S is to be paid on the basis of time expended and expenses incurred on the Project, compensation shall be determined using the hourly rates on the attached Schedule of Charges & Hourly Rates. These rates are effective for six months from July 1, 2017. PS&S reserves the right to increase its rates every six (6) months. However, in no event shall the rates be increased by more than ten percent (10%). If PS&S is to be paid on a fixed-fee or lump-sum basis, compensation shall be paid either on a percentage-of-completion basis, or in accordance with the milestone achievement schedule included in the Proposal.

If the Client requests PS&S to provide other Services in addition to those described in the attached Proposal, PS&S requires a written additional service authorization amending this Agreement, before PS&S will proceed with that work.

2. CHARGES FOR OTHER DIRECT PROJECT EXPENSES

All other expenses incurred for a Project will be separately billed at actual cost plus fifteen percent (15%). Such expenses include, but are not limited to, costs for: subcontractor(s)/consultant(s); laboratory; reproduction [printing, binding, etc.]; special equipment required for Project execution; Project-required travel; special insurance coverage in excess of or different from PS&S's standard insurance coverage; and, any other costs particular to Project engagement. Mileage costs will be billed at the rate authorized by the Internal Revenue Service. If rental vehicles are used (at the option of PS&S), the actual rental charges plus fifteen percent (15%) will be billed instead of using the IRS mileage reimbursement rate.

3. TIME FOR PERFORMANCE

Delays created by scheduling of government meetings, or by Client not responding timely to requests for input, information, or decisions may extend the Project schedule and require an increase in PS&S's compensation. If PS&S's Services have not been completed by the date established in the Proposal for the completion of Services, through no fault of PS&S, all PS&S Services provided thereafter shall be compensated on an hourly-rate basis using the rates attached, notwithstanding any other compensation amount set forth in the Proposal.

Neither party shall be liable to the other for any delay or failure in performance of any of the obligations under this Agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond a party's reasonable control and without the fault or negligence of the delayed or non-performing party.

4. PAYMENT

Invoices for all Services will be issued on a monthly basis; are considered due upon receipt; and, must be paid within 30 days of the invoice date. Interest at one percent (1%) per month (but not exceeding any maximum rate allowed by law) will be charged on any invoice amount not paid within 30 days of the invoice date. All reasonable attorney's fees and costs incurred by PS&S to collect any delinquent amounts shall be added to the amount to be paid by the Client.

PS&S shall not be obligated to deliver any documents for governmental review, deliver any documents or Services for the next Project milestone,

sign and seal documents (or any final Construction Documents), nor shall PS&S be obligated to commence providing any Services during the Construction Phase of a Project while any invoice for properly performed Services (or previously delivered document) is due and remains unpaid more than 30 days after invoice date. If any undisputed invoiced amounts are not paid within 60 days of invoice date, PS&S may suspend its Services or terminate this Agreement whether on this project or another PS&S engagement. Once Services are suspended for nonpayment, they will be resumed at the discretion of PS&S but only when all unpaid amounts, including accrued interest, are paid in full on all other engagements. If PS&S terminates this Agreement for non-payment, the Client shall also be obligated to pay the reasonable costs associated with termination. A suspension of Services shall not preclude PS&S from later electing to terminate this Agreement for continued non-payment of its invoices. Any failure by PS&S to terminate or suspend Services shall not constitute a waiver of, nor be considered a limitation of, these or any other rights and remedies available at law or equity.

If the Client requests PS&S to suspend Project Services for more than 60 days, the Client shall pay PS&S a charge of not more than ten percent (10%) of the amount due for the remaining unperformed Services, as a condition for PS&S to resume the performance of its Services, according to a mutually acceptable revised Project Schedule.

5. TAXES

If applicable, the Client shall pay the cost of any sales, use, excise, value-added or other tax, which is or may become applicable to the Services, in addition to the amount of compensation due to PS&S under this Agreement.

6. PS&S'S RESPONSIBILITIES

PS&S shall perform its Services in a manner consistent with that level of skill and care ordinarily exercised by other professional consultants providing the same or similar Services, under similar circumstances and location that exist at the time of providing the Services. PS&S represents that it is duly qualified to provide the Services that are covered by this Agreement and that it is authorized to enter into and execute this Agreement. No other representation, express or implied, and no warranty or any guarantee is made as part of this Agreement, or in any report, document or other communication provided as part of the Services.

If changes are made by the Client or others to aspects of the project, such as location, that affect the design documentation or Services provided by PS&S, all PS&S liability for such changes and their consequences shall be waived by the Client and Client shall have sole responsibility and liability for such changes and their consequences, unless PS&S was previously advised in writing of such changes, and allowed the proper time in accordance with applicable professional standards, to evaluate such changes. Client shall compensate PS&S for the time required to provide any evaluation required due to such changes.

PS&S's Services are provided to meet the requirements of applicable standards of care, applicable laws, building codes and regulations to obtain needed approvals and permits of governmental authorities with jurisdiction over the project. These requirements may be interpreted differently by government inspectors and building officials, requiring changes to the design documents and the project construction even after permits and approvals have been issued. While this may increase the construction costs of the Project, it does not mean that the design documents were not prepared to meet applicable requirements or professional standards. The additional costs that result, if any, will be deemed to be value-added items, as if required in the original design documentation, and shall not be the basis for any claim for damages against PS&S.

Effective Date: October 1, 2018



7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to or required for the performance of PS&S's Services as described in this Agreement. PS&S will be permitted to rely on the accuracy and completeness of the Client-supplied information unless doing so would be a breach of the standard of care set forth in Section 6 above. The Client will provide PS&S access to all public and private property as necessary for PS&S to perform its Services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the Services.

8. PURCHASE/WORK/TASK ORDERS

If the Client issues a purchase/work/task order or other document related to PS&S's Services, it is agreed that such document is issued for Client's internal accounting purposes only and shall not amend, supplement, modify, or delete any terms or conditions of this Agreement regardless of the language on that purchase/work/task order. If there is any conflict between the terms and conditions of such purchase/work/task order and this Agreement, the terms and conditions of this Agreement shall govern.

9. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

PS&S and the Client each waive the right to make any claims against the other for consequential damages arising out of or related to this Agreement.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by law, PS&S's total liability to the Client for any and all injuries, claims, losses, costs, damages, or claim expenses arising out of or related to this Agreement, however caused, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater).

11. PROJECT CONSTRUCTION AND SITE SAFETY

PS&S shall not be responsible for the means, methods, techniques, procedures or sequence of construction, nor shall PS&S be held responsible for the safety precautions and programs of the Client's contractor(s) working at the Project Site, or any failure of those contractor(s) to comply with applicable laws, rules, or regulations. To the fullest extent permitted by law, neither PS&S nor any of its employees, consultants, authorized agents or representatives performing Services at the Project Site or elsewhere shall be liable for any injury occurring as part of the construction of the Project or any site work, due to a failure, breach or disregard of construction safety standards, procedures, Site-specific programs, transportation regulations, or industry practices at the construction Project (or Site) by the Client's contractors or others for whom PS&S is not responsible under this Agreement. PS&S shall only be responsible for the adherence and compliance of all PS&S employees, consultants, authorized agents and representatives with the Project-site safety programs and procedures, and the laws and regulations applicable to those for whom PS&S is responsible under this Agreement.

12. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the Proposal, which is part of this Agreement, PS&S shall not be responsible to search for, detect, test, investigate or determine the presence of, monitor, remediate, clean up, remove, contain, treat, detoxify or neutralize hazardous, toxic or radioactive materials, mold, or any other pollutant or toxin within or adjacent to the Project or Site, which is the subject of this Agreement.

13. DOCUMENTATION AND ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents created by PS&S ("Documents") are instruments of service prepared for the Project. PS&S, as the author, retains the intellectual property rights in the Documents, subject to the licenses and rights to use granted in this Agreement.
- B. PS&S grants to the Client an unlimited license to make and retain copies of Documents but solely in connection with its use on the Project. The Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the Project

at or on land adjacent to the Project Site or at any location other than the Project Site. Client shall not add to, modify or alter nor allow others to add to, modify, or alter the Documents including any printed copies of the Documents, unless Client shall have removed all references to "Paulus, Sokolowski and Sartor," "PS&S" and any other references, marks, and the like [including metadata or other electronic tags] that relate in any way to, or can be used to identify PS&S as the author of the Documents.

- C. Client shall indemnify, defend, save and hold PS&S, its subconsultants and each of their partners, officers, shareholders, directors and employees harmless from and against any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable attorneys' fees) arising as the result of: i) Client's failure to comply with any of the requirements of this Section 13; or ii) any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from the Client (the "User(s)").
- D. Files provided in electronic media format [text, data, graphics, or other types of information] are furnished only for the convenience of Client and/or its authorized users. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the Users shall perform acceptance tests or procedures within 10 days of receipt of the files, after which the Users shall be deemed to have accepted the data transferred. PS&S shall not be responsible to maintain Documents stored in electronic media format after acceptance by the Client or its Users.
- E. When transferring documents in electronic media format, PS&S makes no representations as to long-term compatibility, usability, or readability of Documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S. Copies of Documents that may be relied upon by the Client, or its User(s) are limited to the printed versions (also known as hard copies) that are signed and sealed by PS&S.
- F. Client accepts that the conversion of the printed versions of Documents into electronic media format or conversion of Documents from the format supplied by PS&S to another format may introduce errors or other inaccuracies. Client and its Users shall confirm the accuracy of the Documents before using them. Client accepts all responsibility for any errors or inaccuracies arising from the conversion of the Documents to another client-selected format, and releases PS&S and its subconsultants from any liability, costs, losses, or damages or expenses arising as the result of conversion errors or inaccuracies.
- G. Client waives any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 13.

14. OTHER TERMS

This Agreement shall be construed in accordance with, and governed by, the laws of the State of New Jersey excluding any choice-of-law principles, including those of the law of the state where the Project is located that would require the application of the laws of a jurisdiction other than New Jersey.

Each party to this Agreement for itself, its successors and in respect of its property, irrevocably consents and agrees that: i) any legal action or proceeding with respect to this Agreement will be brought in a state or federal court in the State of New Jersey, which shall be the exclusive jurisdiction for all legal matters and any appeals; and ii) irrevocably waives any objection that it may have now or later to the laying of venue of any of the aforesaid actions or proceedings in a location in the State of New Jersey.

If any term of this Agreement or its application to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement and/or the application of terms or provisions other than those that are found to be invalid or unenforceable, shall not be affected, and this Agreement shall be valid, binding, and enforceable to the fullest extent permitted by law.

Effective Date: October 1, 2018



G. Peter Neumann

Manager

Project Controls

Education

Union College: Bachelor
of Science, Civil
Engineering/1996

Credentials

40-Hour Health & Safety for
HAZWOPER

Compliance Training

First Aid/CPR

OSHA 10-hour Construction
Safety & Health

Primavera Contract Manager

Primavera Planning &
Scheduling with P3

Project Management in
Primavera P6

Affiliations

Association for the
Advancement of Cost
Engineering (AACE)

Mr. Neumann is a Civil Engineer with 22 years of heavy construction experience in urban areas; he has filled roles including Project Engineer, Scheduler, Estimator, Cost Accountant, Schedule Manager and Project Controls Manager on large multi-phased construction and design projects with values exceeding \$500 million. He has spent his career specializing in Project Controls, with experience in all aspects of scheduling from baseline creation to forensic delay analysis. Mr. Neumann also has extensive experience with construction cost accounting, estimating, contract administration, and entitlement reviews for both simple and complex delays.

- 18 years' experience in Heavy Construction in and around the New York Area, with a focus on Project Controls.
- Managed schedule portfolio of over 3 Billion Dollars in work.
- Adept at forensic schedule techniques as per AACEI, PMI and industry standards.
- Expert in scheduling large multi-disciplined projects including resource allocation, risk management and TIA's.
- Specialist in evaluation and creating cost estimates, claims and forecasting of Project Costs.
- Part of numerous on-site construction teams building complex multi-million-dollar Projects.

Relevant Experience

Passaic Valley Sewage Commission (PVSC), Wallington Pump Station: Prepare Engineer's Opinion of Probable Cost and construction schedule for the 60%, 90% and 100% Design Phase Milestones.

PVSC, Stormwater Conveyance System: Prepare Engineer's Opinion of Probable Costs and construction schedule at the 60%, 90% and 100% Design Phase Milestones.

Bergen County Utility Authority (BCUA), Energy Resilience Bank Substation Project: Conceptual Pricing of Little Ferry Pollutions Control Facilities - Prepare Opinion of Probable Cost for 30% Design Phase Milestone. Continue to price various options and alternatives at the client's direction.

New Jersey American Water, Deep Run Wastewater Treatment Plant Upgrade: Conceptual design estimate of various waste-water building replacement scenarios.

Private Client, New Medical Offices Heat Comparison: Compare conceptual construction costs between Electric Heat and Hot Water Heat

Sussex County Municipal Utilities Authority (SCMUA) – 50% Engineer's Opinion of Probable Costs for a project to install fueling station, building modifications and demo of existing fueling stations.

Private Client, Thompson Ridge Project: Conceptual cost estimate for the water distribution and treatment system.



G. Peter Neumann
continued

PS&S/WarrenPro – Warren, NJ: Served as a resource for multiple PS&S projects, developing schedules, reviewing cost to complete and forecasting remaining budgets. As a member of WarrenPro, developed construction cost estimates for future or ongoing Construction Projects. In addition, served to identify schedule risk, mitigation plans and delays within various schedules.

Kiewit, Eastern District Main Office – Woodcliff Lake, NY*: Worked as the Eastern District Scheduling Manager, with responsibility for the overall schedule portfolio of 3 billion dollars, basic and advanced training, review of contract administration entitlement and quantification for Project delays. Jobs ranged in size from \$150 K to 1 Billion Dollars. Duties included working with the estimating department to develop both schedules and cost estimates.

Port Authority of New York and New Jersey, Confidential Project*: Part of Equitable Adjustment (EA) team on \$750 million-dollar Project, which experienced various delays from the start of construction work. Primary responsibility was development of forensic schedule analysis to determine the extent of delays on the Project and the controlling delay pushing the completion date. Developed entitlement arguments and cost estimates for the delays encountered during construction. Developed time related overhead costs based on the forensic schedule analysis.

New York State Thruway Authority, Tappan Zee Bridge Reconstruction Proposal – Tarrytown NY*: Part of the estimating team on the Kiewit, Skanska, Weeks, JV in pursuit of the 3.9 billion dollar design build contract for the new Tappan Zee Bridge, which was ultimately awarded to another bidder. Responsible for the development of the design build integrated schedule that was cost, and resource loaded. In addition, worked with the estimated costs to assist Kiewit's financial department in understanding the Project's financing requirements. During the course of the estimate, was responsible for the Project's equipment buy/sell equipment determination, validating the cost estimate, risk analysis, 4D Scheduling and Linear Scheduling.

Metropolitan Transit Authority, 2nd Ave Subway Program, 72nd Street Cavern and Tunnel Project – New York, NY*: Responsible for the Project Control functions on the \$447 million dollar 72nd Street Cavern and Tunnels Project for the MTA. Responsibilities included set up and approval of the Baseline Schedule, establishing MTA's Schedule of Values for Contract Payment and the converting the JV's estimate into the control budget. Successfully developed and got approval of two-time extensions with costs for the Project. The first based on denial of site access when MTA was unable to assist the JV in coordinating access to the local buildings to place survey prisms on them for monitoring during the blasting. The second was for additional time related to a change in a no blast window on site that was directly related to the late arrival of a Tunnel Boring Machine (TBM) which was working under a different contract under the Second Avenue Subway Program.

New Jersey Turnpike Authority (NJTA), Rehabilitation of the Driscoll Bridge – Keasbey NJ*: Brought onto the Project, following a request by the Resident Engineer for a more accurate and detailed schedule after rebaselining the Project to reflect the current sequence of operations. Following the rebaseline, got owner buy off on constructive acceleration,



G. Peter Neumann

continued

related to a dispute regarding loss of production due to difficulties with the jacking of the bridge to replace the bearings.

Triborough Bridge and Tunnel Authority (TBTA), Reconstruction of the Bronx Approach to the Whitestone Bridge – Bronx NY*: Responsible for all Project Controls on the project. Building and maintaining the schedule, developing schedule of values, establishing and maintaining the control budget and forecasting the Project's Cost to Complete. Developed cost estimates for various TBTA change orders. In addition, In charge of implementing Contract Manager for paperless submissions of required documentation.

NJTA, Rehabilitation of the Driscoll Bridge – Keasbey NJ*: Brought onto the Project, following a request by the Resident Engineer for a more accurate and detailed schedule after rebaselining the Project to reflect the current sequence of operations. Following the rebaseline, got owner buy off on constructive acceleration, related to a dispute regarding loss of production due to difficulties with the jacking of the bridge to replace the bearings.

*Work performed prior to joining PS&S

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIFTH AMENDMENT TO THE 2014 COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE DEVELOPMENT OF BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Agency executed a Cooperation Agreement with the City of Jersey City dated April 7, 2014 for the purpose of conducting various activities for the development of the Berry Lane Park project; and

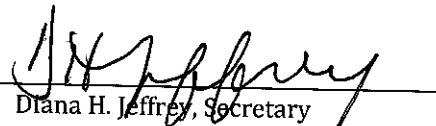
WHEREAS, the Agency and the City desire to amend the Cooperation Agreement to enable the Agency to be reimbursed for additional costs associated with the project; and

WHEREAS, the substantial form of the Cooperation Agreement is attached to this resolution.

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

1. The Fifth Amendment to the Cooperation Agreement, dated April 7, 2014, with the City of Jersey City is hereby authorized.
2. The above recitals are incorporated by reference as if fully set forth herein.
3. The Chairman, Vice Chairman, and Executive Director are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution.
4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on June 18, 2019.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Hon. Denise Ridley	✓			
Hon. Daniel Rivera	✓			

**Fifth Amendment to April 7, 2014 Cooperation Agreement between the City of Jersey
City and the Jersey City Redevelopment Agency**

This Fifth Amendment to the Cooperation Agreement, dated _____, 2019 (the "Amendment"), amends that certain Cooperation Agreement dated April 7, 2014 (the "Original Agreement"), by and between the City of Jersey City (the "City") and the Jersey City Redevelopment Agency (the "JCRA").

RECITALS

WHEREAS, pursuant to Resolution No. 14.217 adopted on March 26, 2014, the City was authorized to enter into a Cooperation Agreement with the JCRA regarding the development of Berry Lane Park; and

WHEREAS, under the April 7, 2014 Cooperation Agreement, the JCRA agreed to provide environmental planning, design, and construction services to the City for no consideration with an initial value of approximately \$1,178,801 (one million one hundred seventy-eight thousand eight hundred one dollars); and

WHEREAS, the JCRA requires additional funds to implement the next phase of the Morris Canal Redevelopment Plan and advance the construction of Berry Lane Park; and

WHEREAS, more specifically, the JCRA requires an additional \$500,000 (five hundred thousand dollars) to implement the construction of the Skate Park at Berry Lane Park; and

WHEREAS, due to the availability of the additional grant funding, in the amount of \$500,000.00, the City and the JCRA wish to amend Article 4 of the Original Agreement to include the additional grant funding in the total amount of funds to be reimbursed to the JCRA by the City.

NOW, THEREFORE, in consideration of the premises, and of the mutual obligations undertaken in this Amendment, the Parties, intending to be legally bound, hereby agree as follows:

1. The second sentence of Article 4 is hereby amended and restated in its entirety as follows:

"However, the City agrees to reimburse the JCRA up to \$3,433,268.74 (three million four hundred thirty-three thousand two hundred sixty-eight dollars and seventy-

four cents)."

2. Except as set forth in this Amendment, the Original Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.
3. Each party hereby represents and warrants to the other party that (i) the execution and delivery of this Amendment and the performance by such party of its obligations hereunder have been duly authorized by all requisite action on the part of such party and such party has the full legal power to execute, deliver and perform the terms of this Amendment and the Original Agreement as amended hereby; (ii) no consent or approval of any person is required in connection with the execution, delivery or performance by such party of this Amendment except such as have already been obtained and remain in full force and effect; and (iii) this Amendment has been duly executed and delivered by such party, and (assuming due authorization, execution and delivery by the other party hereto) this Amendment constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms except as limited by applicable bankruptcy and insolvency laws and general equitable principles.
4. This Amendment may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single amendment. This Amendment may be duly executed and delivered by a party by execution and facsimile or electronic, "pdf" delivery of the signature page of a counterpart to the other party, and any such delivery shall be effective as delivery of a manually executed counterpart to this Amendment.
5. This Amendment constitutes the entire agreement between the City and JCRA relating to the subject matter hereof and may not be modified or amended orally but only by a writing signed by all of the parties hereto.

The parties have executed the foregoing Fifth Amendment and intend that it become effective and binding from and after the date of its execution.

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Amendment, effective as of the date first written above.

The City Of Jersey City

By: _____

Printed Name: _____

Title: _____

Dated: _____

The Jersey City Redevelopment Agency

By: _____

Printed Name: _____

Title: _____

Dated: _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A NEW COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR THE CONTINUED MAINTENANCE OF CERTAIN PROPERTY COMMONLY KNOWN AS 80 BAY STREET (BLOCK 11609, LOT 2) WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City is the owner of certain property identified as Block 11609, Lot 2 on the official tax map of the City, commonly known as 80 Bay Street (the “**Property**”) within the Powerhouse Arts District Redevelopment Area (the “**Redevelopment Area**”), which Property is adjacent to a substation providing power for the PATH system; and

WHEREAS, the Uniform Shared Services Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, authorizes agreements between a municipality and an autonomous agency of the municipality to provide services to each other; and

WHEREAS, on June 1, 2018 the Agency and the City entered into that certain Cooperation Agreement with respect to access to and maintenance of the Property (the “**Initial Cooperation Agreement**”); and

WHEREAS, the Agency desires to authorize the execution of a new Cooperation Agreement for a period of two (2) years (the “**Cooperation Agreement**”); and

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

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the execution of the Cooperation Agreement for a period of two (2) years.

Section 3. The City shall compensate the Agency for providing said services for a total amount not to exceed One Dollar (\$1.00).

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to: (i) execute the Cooperation Agreement; and (ii) take all actions and execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

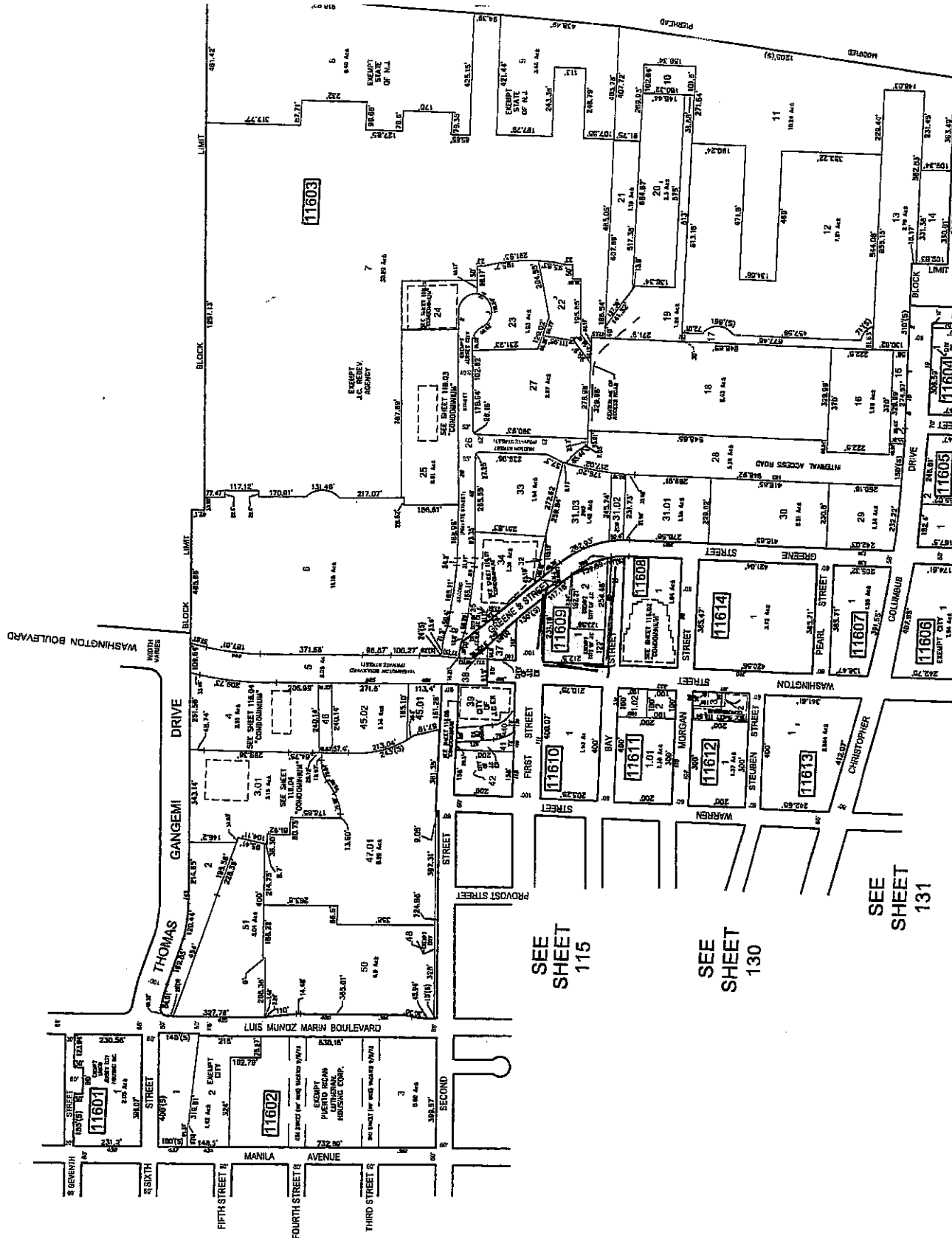
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 101

SEE SHEET 113

SEE SHEET 73



SEE SHEET 131

SEE SHEET 115

SEE SHEET 130

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A CONTRACT WITH BRINKERHOFF ENVIRONMENTAL SERVICES, INC. FOR AN ENVIRONMENTAL STUDY FOR CERTAIN PROPERTY COMMONLY KNOWN AS 1009-1025 GARFIELD AVENUE AND IDENTIFIED AS BLOCK 19703, LOTS 42 THROUGH 49 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is a public body and instrumentality of the City of Jersey City (the “**City**”) operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency requires from time to time the services of certain professionals to assist the Agency in discerning the economic and environmental viability for potential redevelopment of various parcels owned by the City; and

WHEREAS, Block 19703, Lots 42 through 49, totaling approximately 0.68 acres, are City owned lots on Garfield Avenue (the “**Property**”), in which Lot 42 is currently used as a public basketball court more commonly known as Terry Dehere Park, and in which Lots 42 through 49 are currently vacant land; and

WHEREAS, the Agency and City desire to perform certain activities on the Property, including a comprehensive environmental study to review past and present land use practices to determine the environmental viability of the Property for future redevelopment which could benefit the residents of the City; and

WHEREAS, on July 11, 2018, the Agency issued a Request for Qualifications for Professional Engineering Services and on August 18, 2018, the Agency qualified Brinkerhoff Environmental Services, Inc. (“**Brinkerhoff**”) to perform professional engineering services in all project areas; and

WHEREAS, the Agency received a quote from Brinkerhoff, attached hereto as Exhibit A (the “**Proposal**”) to perform a Phase I and Phase II environmental study (the “**Environmental Services**”) on the Property, at a cost of \$2,950 for Phase I and \$16,353 for Phase II for a total not-to-exceed cost of \$19,303; and

WHEREAS, having reviewed the Proposal, the Agency has determined that Brinkerhoff possesses the requisite expertise and skilled personnel required to perform the Environmental Services and that, in consideration of all factors, entering into a contract with Brinkerhoff in accordance with the Proposal will be cost-efficient, appropriate and in furtherance of the goals and objectives of the Redevelopment Law; and

WHEREAS, the Agency desires to execute a contract with Brinkerhoff for the Environmental Services in accordance with the Proposal for a total not-to-exceed contract amount of \$19,303 and for a term not to exceed to six months, or completion of the Environmental Services, whichever is earlier.

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


Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for the Environmental Services to Brinkerhoff Environmental Services, Inc., at a cost of \$2,950 for Phase I and \$16,353 for Phase II for a total not-to-exceed cost of \$19,303, for a term not to exceed six months or completion of the Environmental Services, whichever is earlier.

Section 3. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

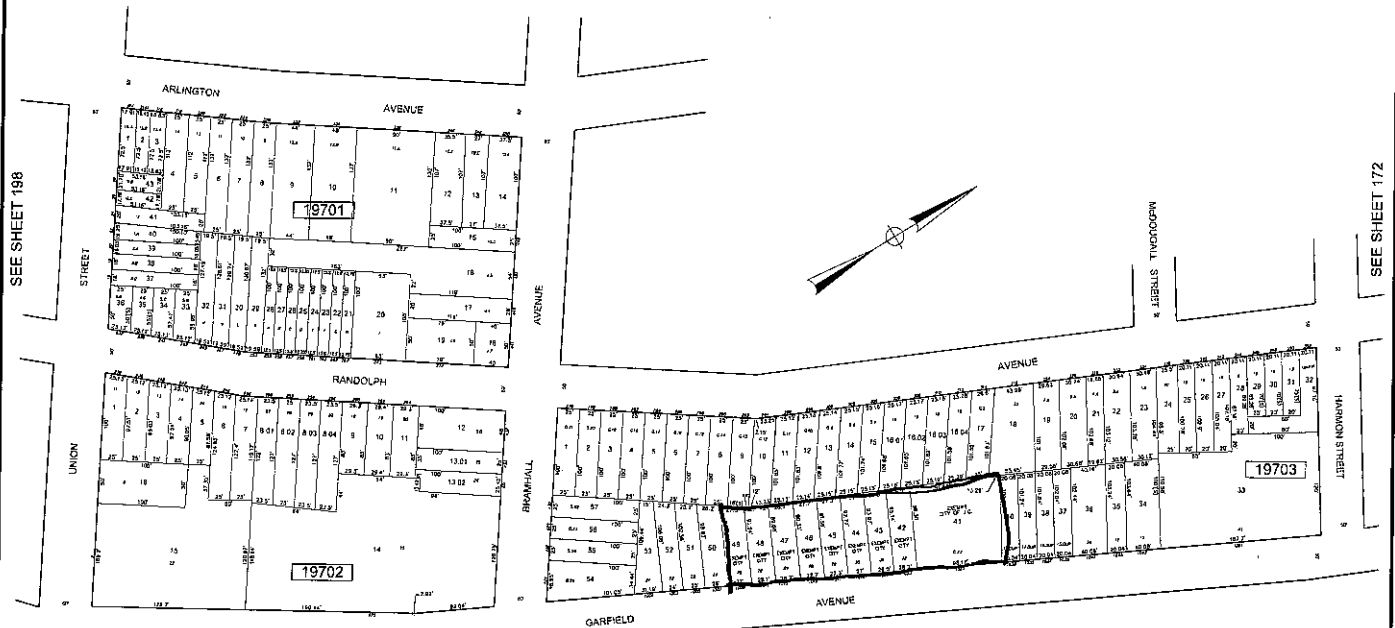
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS				
DATE	BY	DESCRIPTION	REVISION	NOTED
07/20/01	CHANDLER & ANZALONE	31884	19701	18

SEE SHEET 196

SEE SHEET 188

SEE SHEET 187



SEE SHEET 198

SEE SHEET 189

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

THIS MAP WAS BEING DRAWN USING COMPUTER AIDED
DRAWING (CAD) AND DIGITIZING TECHNOLOGY.

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 TINDALL ROAD, BRIDGE TOWN TOWNSHIP
NEW JERSEY, 07948
STANDARD MAPS 43-07-24-208

BRINKERHOFF



ENVIRONMENTAL SERVICES, INC.

1805 Atlantic Avenue
Manasquan, New Jersey 08736
Tel: (732) 223-2225
Fax: (732) 223-3666
www.BrinkEnv.com

June 10, 2019

Transmitted via email to: PhilO@jcnj.org

Jersey City Redevelopment Agency
Attn: Mr. Phillip Orphanidis
66 York Street
Jersey City, NJ 07302

Re: Proposal for Phase I Environmental Site Assessment (ESA)
Garfield Avenue (Block 19703, Lots 41 through 49)
Jersey City, Hudson County, NJ 07302
Brinkerhoff Project No. 19-0295

Dear Mr. Orphanidis:

Brinkerhoff Environmental Services, Inc. (Brinkerhoff) is pleased to present this proposal to perform an American Society for Testing and Materials (ASTM) Phase I Environmental Site Assessment (ESA) for the above-referenced location (hereinafter referred to as the Site or subject property). The Site consists of nine (9) contiguous vacant lots. (See attached NJ GeoWeb map).

OBJECTIVE

The objective of the Phase I ESA will be to review past and present land use practices, Site operations, and conditions to evaluate the potential for soil and/or groundwater contamination at the Site related to the storage, use and/or disposal of hazardous substances at the Site or from off-site sources, based upon the Scope of Services described herein. The Phase I ESA will be conducted in general conformance with the ASTM Standard Practice for ESAs: Phase I ESA Process (ASTM E1527-13), dated November 2013, and the United States Environmental Protection Agency's (USEPA's) Standards and Practices for All Appropriate Inquiries (AAI), 40 Code of Federal Regulations (CFR) Part 312. Through the completion of the Phase I ESA, we will note the presence of recognized environmental conditions (RECs) as defined by ASTM E1527-13.

The Phase I ESA will be accomplished by, and limited to, a Site reconnaissance and review of presently and readily available documentation available through Brinkerhoff's standard resources regarding past and present land use for indications of the manufacture, use, generation, storage and/or disposal of hazardous substances at the Site. The document review will include Client supplied environmental reports pertaining to the Site. Unless specifically stated in the Scope of Services, the Phase I ESA will not include an investigation for the presence of non-scope considerations including, but not limited to: asbestos-containing materials (ACMs), biological agents, cultural and historic resources, ecological resources, threatened and endangered (T&E) species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum to the environment, industrial hygiene, lead-based paint (LBP), lead-in-drinking-water (LIW), mold, radon, regulatory compliance, and wetlands. If such inspections are requested, a separate cost proposal will be provided at the Client's request.

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SCOPE OF SERVICES

The following sections present the Scope of Services and tasks proposed to meet the aforementioned objectives:

Task 1 - Acquisition and Review of Data Regarding the Historical Use of the Site

Brinkerhoff will acquire and review readily available data from its standard sources to develop information regarding the historical development and use of the Site. Additionally, Brinkerhoff will review previous environmental reports that may have been prepared for the Site and provided by the Client. Review of historical data may reveal evidence of historical activities with the potential to have impacted the Site. Items which may be reviewed, as available to Brinkerhoff within the project schedule, include the following:

- Aerial Photographs;
- Topographic Maps;
- Municipal Directories;
- Construction Plans, if available; and/or,
- Sanborn® Fire Insurance Maps.

For the Phase I ESA, Brinkerhoff assumes that the Client will supply title and deed information for the Site. If Site ownership cannot be established through other readily available sources, Brinkerhoff can, if authorized, have a title search conducted at an additional cost.

Task 2 - Environmental Agency Database List Review

Brinkerhoff will review environmental lists of federal, state and municipal environmental regulatory agencies for information regarding identified sites of environmental concern, compliance enforcement actions, or investigations involving hazardous materials and/or wastes and of Underground Storage Tanks (USTs) that are registered and/or leaking.

Brinkerhoff will contact state and municipal agencies via telephone to evaluate the current status of database sites identified by Brinkerhoff to be of potential concern on or adjacent to the subject property. In the event that on-site issues without sufficient documentation or off-site issues become a concern, a file review may be warranted, which is not included in this Scope of Services.

Task 3 - Site Reconnaissance

A Site reconnaissance will be conducted to evaluate the environmental condition of the Site through observations of current land use at the subject property and immediately surrounding vicinity. It is assumed that access to the Site will be arranged in advance by the Client. In conducting the Site reconnaissance at the Site, Brinkerhoff will attempt to observe/perform the following:

- Subject property improvements, existing operations and environmental conditions relating to hazardous substance use, storage and/or disposal areas. Brinkerhoff will attempt to observe current waste discharge practices and disposal pathways (e.g., sumps, floor drains, etc.);

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- Evidence of stained soil, stressed vegetation, areas of past disturbance, surface water sheen, odors, or evidence of dumping;
- Evidence of electrical transformers or large capacitors on the subject property. If present, we will attempt to visually observe their integrity; review available registration, inspection, maintenance or testing records as provided by the Site contact, and attempt to verify whether or not they are owned by the local utility authority. If they are found to be polychlorinated biphenyl (PCB)-contaminated or contain PCB fixtures, Brinkerhoff will obtain evidence, if available from the Site contact or the utility authority, regarding annual or quarterly inspections as required by federal, state or local regulations;
- Evidence of wells, drum storage, ponds, lagoons, and waste disposal facilities on the Site;
- Evidence of USTs and/or above ground storage tanks (ASTs). Brinkerhoff will prepare an inventory of these tanks including available information (size, location, installation date, contents, tank construction) to the extent that data are available;
- Identification of wastewater sources/stormwater pathways, monitoring activities conducted, and destination of discharge (i.e., sanitary sewer, permitted storm sewer outfalls, etc.); and,
- A walk of the perimeter of the subject property near the subject property boundary. If accessible, a visual survey of the property immediately adjacent to the Site boundary will be performed in an attempt to identify sites that may have the potential to impact the soil and groundwater quality at the subject property.

Task 4 - Interviews

Brinkerhoff will interview available parties during the Site reconnaissance at the Site who are identified as having knowledge of past and present Site activities. Areas of inquiry may include the following:

- Knowledge of environmental permits, incidents, land use restrictions, violation notices, or environmental litigation;
- Past or present use, storage, handling or disposal of hazardous substances including petroleum, pesticides, PCBs, and other hazardous substances; and,
- Waste generation and disposal methods and wastewater generation and disposal.

Task 5 - Contacts with State and Municipal Environmental Agencies

Brinkerhoff will contact state and municipal agencies by telephone and/or letter to obtain information regarding the subject Site and, if appropriate, adjacent properties and properties of concern noted from the Site reconnaissance survey. At the state and municipal level, Brinkerhoff will contact fire officials, local planning, zoning and building departments, health departments and the local water and sewer authorities for information regarding reported environmental problems or events within a one-quarter (0.25)-mile radius of the Site.

Information from these agencies will be sought regarding USTs at the Site, the presence of previously identified environmental incidents at the Site, the water supply source, the regional water supply, and information regarding wastewater and storm-water systems for the Site.

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Task 6 - Data Analysis and Reporting

The data collected in the aforementioned tasks will be evaluated by Brinkerhoff to assess the presence of RECs. The results of this evaluation will be presented in a written report. The report will include a description of the historical Site review, on-site reconnaissance, and the results of the database search and regulatory contacts, and a Site vicinity map for the subject property. The report will include Brinkerhoff's conclusions regarding the presence of RECs. Upon completion of the report, Brinkerhoff will provide one (1) original and one (1) electronic copy to the Client.

We intend to utilize public and private data in the assessment and it is realized that these data are often not updated. You are advised that the agencies may not respond to written requests for information within the time frame of this project. Brinkerhoff will make efforts so the information collected and analyzed is the most current available information. The failure to identify all RECs through completion of this study does not guarantee the absence of such conditions.

COST PROPOSAL

Brinkerhoff will complete the Phase I ESA for the fee of \$2,950. The report will be completed within four (4) weeks from Authorization to Proceed and Site access. An invoice for the completed report will be submitted. Payment is due net 30 days from receipt of invoice.

TERMS AND CONDITIONS

1. Out of scope or follow up services related to the Phase I ESA document following its publication (including communications with attorneys, banks, or Client, and/or meetings) will be invoiced based on the firm's hourly rates over and above the fixed fee for the Phase I ESA: Principal \$180; Sr. Project Manager \$150; and Project Manager \$130.
2. If RECs, such as USTs or hazardous materials storage areas, are identified and additional investigation is warranted on the Site, a separate cost proposal to conduct said investigation will be provided.
3. Proposal assumes that the Client will provide title and deed information, a tax map indicating the property boundaries and copies of previous environmental reports, as available for the Site. Proposal also assumes a User Questionnaire, as provided by Brinkerhoff, will be completed and returned for inclusion in the report for the Site. Additionally, proposal assumes Client will arrange for Site access and a Site contact during inspection.
4. This proposal does not include conducting off-site file reviews at government agencies. The Phase I ESA will be prepared based on Client-supplied documents and electronic copies of agency files, as available.
5. This proposal assumes that one (1) original and one (1) electronic copy of the report for the Site will be submitted to the Client. If additional copies of the report are required, a cost of \$75.00 per report will apply.

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6. ASTM-1527-13 standards do not require investigations of ACM, biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum to the environment, industrial hygiene, LBP, LIW, mold, radon, regulatory compliance, or wetlands. If such inspections are requested, a separate cost proposal will be provided at the Client's request.
7. Brinkerhoff will provide Reliance Letters to 3rd parties if requested within 6 months of the Phase I ESA publication date at an additional cost of \$150 per letter. Per ASTM standards, requests after the 6-month timeframe will require a Phase I ESA update.

If the Scope of Services, Cost Proposal and Terms and Conditions presented are acceptable, please sign where indicated below and return an executed copy of the proposal to our office.

We appreciate the opportunity to provide this proposal and look forward to working with you. If you have questions, please contact me at 732-223-2225.

Respectfully submitted,

BRINKERHOFF ENVIRONMENTAL SERVICES, INC.



Laura Brinkerhoff, LSRP, CPG
Principal

LB: rs

AUTHORIZATION TO PROCEED

Printed Name

Title

Signature

Date



NJ GEOWEB (SOURCE)

GARFIELD AVENUE, JERSEY CITY, NJ

BLOCK 19703, LOTS 41 - 49



614 Frelinghuysen Ave
Newark, NJ 07114
Tel: (862) 237-9161
Fax: 862) 237-9166
www.BrinkEnv.com

July 3, 2019

Transmitted via email to: PhilO@jcnj.org

Mr. Phillip Orphanidis
Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302

Re: Scope of Work and Cost Estimate – Limited Phase II Site Investigation
Garfield Avenue Properties (Block 19703, Lots 41 through 49)
Jersey City, Hudson County, NJ 07302
Brinkerhoff Project No. 19-0295

Dear Mr. Orphanidis:

Brinkerhoff Environmental Services, Inc. (Brinkerhoff) has prepared the following Scope of Work (SOW) and Cost Estimate for a Limited Phase II Site Investigation (SI) of nine (9) contiguous properties located at 1009 to 1025 Garfield Avenue, Jersey City, Hudson County, New Jersey (hereinafter referred to as the site or subject property), as requested by the Jersey City Redevelopment Agency.

The subject property is further defined as Block 19703, Lots 41 through 49, which total approximately 0.68 acres as follows:

Block/Lot	Address	Lot Area (Square Feet)	Current Use
19703 / 41	1025 Garfield Avenue	9,900	Terry Dehere Park
19703 / 42	1023 Garfield Avenue	2,302	Vacant
19703 / 43	1021 Garfield Avenue	2,302	Vacant
19703 / 44	1019 Garfield Avenue	2,505	Vacant
19703 / 45	1017 Garfield Avenue	2,500	Vacant
19706 / 46	1015 Garfield Avenue	2,502	Vacant
19706 / 47	1013 Garfield Avenue	2,512	Vacant
19706 / 48	1011 Garfield Avenue	2,564	Vacant
19706 / 49	1009 Garfield Avenue	2,569	Vacant

Brinkerhoff is currently in the process of preparing a Phase I Environmental Site Assessment (ESA) for the subject property in accordance with our proposal dated June 10, 2019. The Jersey City Redevelopment Agency has requested the preparation of this Limited Phase II SI SOW prior

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Re: Scope of Work and Cost Estimate – Limited Phase II Site Investigation
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to the completion of the Phase I ESA for the subject property and without the complete identification of recognized environmental conditions (RECs), controlled recognized environmental conditions (CRECs), and historical recognized environmental conditions (HRECs) that may be documented during the Phase I ESA process.

Based upon Brinkerhoff's cursory review of the historical Sanborn® Fire Insurance Maps, historic aerial photographs, the environmental database search of the subject property, NJ-Geoweb website, and research regarding the adjoining Berry Lane Park redevelopment to the east (17 acres of former rail facilities, junk yards, auto repair shops, and a chromium processing plant), the following RECs have been preliminarily identified and recommended for further evaluation:

1. Based upon a review of Sanborn Maps and historic aerial photographs, multiple structures were present on the subject property since at least 1896 to the early 1960s. No supporting documentation regarding the prior heating source(s) of the former structures was identified or provided to Brinkerhoff. Therefore, the potential exists for one (1) or more underground storage tanks (USTs) to be present at the subject property.
2. Although preliminary reviews of online maps does not indicate the site is located within an area mapped as historic fill or chromate waste sites, Jersey City is located within an area known for having historic fill and chromate waste-impact. The potential for impact from historic fill and/or hexavalent chromium exists.

The following SOW is designed to further evaluate the two (2) RECs preliminarily identified above. It must be noted that additional RECs may be identified during the completion of the Phase I ESA and additional investigation beyond the scope presented herein may be warranted.

SCOPE OF WORK

Task 1 – Preparation of a Health and Safety Plan, Project Management, Mobilization and Field Preparation

Prior to conducting field activities, Brinkerhoff will prepare a site-specific Health and Safety Plan (HASP) that meets the requirements of the Occupational Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) Standard at 29 Code of Federal Regulations (CFR) 1910.120. The HASP will be prepared for use by Brinkerhoff personnel and subcontractors and is intended to minimize health and safety risks resulting from known or potentially hazardous materials encountered during the field investigation.

Project management will include organization of the project staff, equipment, subcontractor coordination, and other preparatory measures for the efficient completion of the project scope. Staff members will be selected and briefed on the project goals and activities, and necessary equipment will be prepared for use in the field. Brinkerhoff will coordinate with a New Jersey-

Mr. Phillip Orphanidis
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certified laboratory for analytical testing and a New Jersey-licensed driller for the advancement and installation of the soil borings.

Brinkerhoff's activities will be conducted in general accordance with the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation, August 6, 2018 (*Technical Requirements*), the NJDEP Field Sampling Procedures Manual, August 2005 (*Field Sampling Procedures Manual*), and applicable NJDEP guidance documents. However, please note that this SOW is for due diligence purposes only and is not intended to strictly meet the *Technical Requirements*.

Task 2 - Geophysical Investigation

Brinkerhoff proposes a geophysical investigation of accessible areas of the Site to confirm the presence or absence of potential historic USTs. The geophysical investigation may also be used to aid in the placement of soil borings during the investigation as outlined in Task 3. Brinkerhoff anticipates that the geophysical investigation will take one (1) day to complete.

Electromagnetic induction and ground-penetrating radar (GPR) technologies will be used.

- A. **Electromagnetic Survey (EM-61)** – Electromagnetic data will be collected using a Geonics EM-61-MK2A High Sensitivity Metal Detector (EM-61). The EM-61 will be operated in the differential mode while recording magnetic metallic response measurements. The effective depth of data collection is approximately 10 feet. The field procedure will include device calibration, data collection and recording, and data storage for analysis in the office. Magnetic data and differential global positioning system (DGPS) data will be simultaneously recorded at 0.2-second intervals (approximately every 0.5 feet) along survey lines at approximately 2.5-foot intervals. The data will be downloaded to a personal computer for processing and the creation of an EM-61 response contour map.
- B. **Ground-Penetrating Radar (GPR) Survey** – GPR data will be collected using a Sensors and Software Inc. Noggin^{plus} SmartCart GPR System (SmartCart) with a 250 megahertz (MHz) antenna. Data will be collected on field determined survey lines. The survey lines will be spaced approximately two (2) feet apart and oriented perpendicular to each other. Data will be processed using Ekko Project 4 software.

Upon completion of the geophysical investigation, Brinkerhoff will clearly mark anomalies identified in the field for subsequent investigation.

Please note that electromagnetic induction and GPR are remote sensing methods and in some instances, due to interference or other access limitations, may not reveal data indicative of subsurface anomalies. The findings of the geophysical investigation should only be used as a tool

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in evaluating the possibility that potential historic USTs are present on the Site and should not be considered a guarantee regarding the presence or absence of USTs.

Task 3 – Limited Soil and Groundwater Investigation

Soil

To evaluate the potential for historic fill and chromate waste, Brinkerhoff will oversee the installation of four (4) soil borings by a New Jersey-licensed driller. Soil borings will be advanced via a Geoprobe® drill rig. To confirm subsurface utilities or features will not be encountered at the proposed boring locations, in addition to the geophysical investigation discussed above, the boring locations will be hand cleared via a hand auger to five (5) feet below grade surface (bgs).

Soil borings will be installed via Geoprobe® direct push methods. The Geoprobe® rig will advance 5-foot long, 2-inch diameter macro-core samplers to collect the soil samples. Soil borings will be advanced through the suspected fill material to a depth of two (2) feet below the fill material (based on visual indications) to determine the vertical extent. Sample depths will be biased toward evidence of contamination via field screening (elevated photo-ionization detector [PID] readings, staining, odors) or the six-inch interval above the water table. Geologic descriptions of the soil and field screening results will be recorded in soil boring logs. A minimum of two (2) soil samples per fill type per acre will be analyzed for polynuclear aromatic hydrocarbons (PAHs) and Target Analyte List (TAL) metals. NOTE: Hexavalent chromium will be analyzed if total chromium results are detected above 20 milligrams per kilogram (mg/Kg).

The 0.68 acre site will require four (4) soil samples from within the suspected extent of the fill area. Twenty-five percent of the samples (one [1] sample) will be analyzed for Target Compound List plus Tentatively Identified Compounds/Target Analyte List plus a 30-compound library search (TCL+TICs/TAL+30) and extractable petroleum hydrocarbons (EPH), biased toward the sample with the highest PAH and metals results. Voids will be patched after sample collection.

Soil samples will be containerized in laboratory prepared containers, labeled, sealed, and placed in a chilled cooler for shipment to the laboratory via courier. Soil samples will be analyzed by a New Jersey-certified laboratory. Standard chain of custody procedures will be followed.

Groundwater

Should groundwater be encountered during soil boring advancement, a temporary well point (TWP) will be installed to allow for the collection of groundwater samples. The TWP will be installed within one (1) or more borings that exhibit the greatest degree of impact (based on odors, staining, and/or elevated PID readings) during the soil investigation. The TWP will be constructed of one (1)-inch diameter pre-packed polyvinyl chloride (PVC) well screen and riser and will be

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installed within the water table. Following installation, Brinkerhoff will collect a representative groundwater sample via the low-flow sampling method for analysis of TCL+TICs/TAL+30.

Groundwater samples will be containerized in laboratory prepared containers, labeled, sealed, and placed in a chilled cooler for shipment to the laboratory. The groundwater sample will be analyzed by a New Jersey-certified laboratory. Standard chain of custody procedures will be followed. As with the soil sampling, selection of the location of the groundwater sample will be made based on field observation and screening. If groundwater cannot be collection within the fill area, a sample will be collected within 10 feet of the suspected fill area.

Investigation-Derived Waste Management and Disposal

Upon completion of drilling, each boring will be filled to the near grade surface with either the drill cuttings (if no PID measurements have been recorded) or a cement/bentonite grout mixture (if PID response is noted) and the ground surface will be restored (patched with concrete or asphalt if present).

Contaminated soil will be stored in United States Department of Transportation (USDOT)-approved 55-gallon drums. Purge water generated will be drummed and staged onsite, pending receipt of the laboratory results for subsequent disposal. Drums will be clearly labeled with the date, location, well/boring number, and contents. Drum disposal costs are not included in this estimate. Drum disposal and waste characterization of soils/liquids in drums, if necessary, will be performed under a separate SOW.

Disposable personal protective equipment (PPE) and sampling equipment (scoops, gloves, rope, etc.) will be placed in heavy-duty plastic bags and disposed of properly.

Task 4 – Technical Reporting

Following completion of the proposed field work detailed above and receipt of the laboratory analytical data, Brinkerhoff will prepare a Limited Phase II Site Investigation report. Soil samples will be compared to the NJDEP Residential and Non-Residential Direct Contact Soil Remediation Standards (RDCSRS and NRDCSRS) and Impact to Groundwater Soil Screening Levels (IGWSSL). The groundwater sample result will be compared to the NJDEP Class II-A Groundwater Quality Standards (GWQS). The report will include boring logs, boring/sample location maps, and tabulated laboratory data summaries for comparison to the applicable NJDEP standards. The report will summarize the results of the investigation and will present conclusions and recommendations.

Mr. Phillip Orphanidis
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PROJECT SCHEDULE

Brinkerhoff is prepared to initiate the services outlined above immediately upon receipt of the authorization to proceed and retainer. Task 1 will be initiated upon approval to proceed and performed throughout the duration of the project. Task 2 will be completed in one (1) field day. Task 3 will be completed in one (1) field day. The collected samples will be analyzed by a certified laboratory under a standard two (2) week turnaround time from when they are logged in at the laboratory. Task 4 will be completed within three (3) weeks following receipt of the hardcopy laboratory analytical reports.

COST ESTIMATE

Task 1 – Preparation of a HASP, Project Management, Mobilization and Field Preparation

Principal Consultant, 2 hours at \$185/hr.....	\$370
Senior Project Manager, 4 hours at \$150/hr	600
Environmental Scientist, 4 hours at \$95/hr.....	380

Task 2 – Geophysical Survey

Labor – Geophysicist and Field Technician, 1 day at \$2,500/day	\$2,500
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Task 3 – Limited Soil and Groundwater Investigation

Senior Project Manager, 8 hours at \$150/hour	\$1,200
Project Geologist, 8 hours at \$95/hr	760
Drill Rig and Crew, 1 days at \$2,950/day	2,950
Field Expendables.....	500
Utility vehicle, equipment, and instrumentation, 1 day at \$200/day	200
Laboratory Analysis – Soil:	
PAHs, 4 samples at \$162/each.....	648
TAL Metals, 4 samples at \$170/each.....	680
Hexavalent Chromium, 4 samples at \$98/each.....	392
TCL+TICs/TAL+30, 1 sample at \$703/each.....	703
EPH (Cat. 2), 1 sample at \$180/each	180

Laboratory Analysis – Aqueous:

TCL+TICs/TAL+30, 1 sample at \$740/each.....	740
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Task 4 – Technical Reporting

Principal Consultant, 4 hours at \$185/hr.....	\$740
Senior Project Manager, 8 hours at \$150/hr	1,200
Environmental Scientist, 12 hours at \$95/hr.....	1,140

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CAD Drafter, 4 hours at \$85/hr	340
Administrative/Technical Support, 2 hours at \$65/hr.....	130
TOTAL.....	\$16,353

PAYMENT TERMS

This project will be progress billed monthly at Brinkerhoff's hourly rates shown below, with payments due net 30 days. Brinkerhoff will require a retainer in the amount of \$8,176.50 with the signed authorization to initiate services. The retainer will be applied to the final invoice. If a Purchase Order for the full amount will be issued, the retainer can be waived. Refer to the enclosed Agreement for Environmental Services Standard Terms and Conditions.

ASSUMPTIONS AND EXCLUSIONS

1. Brinkerhoff will progress bill monthly at the following professional hourly rates: Principal Consultant at \$185; Senior Project Manager at \$150; Environmental Scientist/Geologist at \$95; CAD Drafter at \$85; and Administrative/Technical Support at \$65. Meetings, teleconferences, and out of scope tasks will be invoiced at the hourly rates noted above. Subcontractors will be invoiced at cost plus 15%.
2. Proposal assumes Client will provide unobstructed access to conduct the SOW described herein.
3. In the event USTs or other underground structures are located during the geophysical survey which require further investigation, Brinkerhoff will provide a separate cost proposal to provide services associated with the additional investigation phase.
4. Proposal assumes standard laboratory turnaround time of 10-business days. Turnaround time begins when samples are logged-in at the laboratory. Samples received after 5:00 p.m. will be logged in the following business day.
5. Proposal does not include off-site disposal of soil and/or purge water. Investigation derived waste will be drummed and staged on-site until results of the subsurface investigation are reviewed and compared to NJDEP standards. Costs associated with the characterization and disposal will be presented in a separate cost proposal if off-site disposal is warranted.
6. Proposal assumes one (1) day of field work to conduct Task 2 and one (1) day of field work to conduct Task 3. If additional days are required to complete the SOW outlined above due to unforeseen conditions, the daily and hourly rates for equipment, materials and labor outlined in this proposal will apply. Proposal assumes no access issues such as parked vehicles, stored items, dense vegetation, or other obstructions which could slow field operations. Proposal also assumes geology and subsurface conditions will not hinder the installation of borings or collection of samples. Additional time and materials may be necessary to complete the SOW. Brinkerhoff will invoice the equipment, materials, and labor outlined in this proposal will apply.

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7. Client acknowledges that failure to make payments in accordance with the Contract constitutes a breach of Contract and shall relieve Brinkerhoff from any further obligation or liability to continue work on the project.
8. If future environmental investigation and/or remediation are necessary, the Client assumes all costs for investigation and remediation of same.
9. Proposal assumes that one (1) original and one (1) electronic copy of each report will be submitted to the Client. If additional copies of the report are required, a cost of \$75.00 per report will apply.
10. NJDEP regulations require that the presence of contamination be called into the NJDEP Hotline at 877-WARN-DEP by the property owner. This requirement applies to any evidence of a discharge not otherwise known to the NJDEP. If discharge is identified, Brinkerhoff will notify Client to inform the site owner.

UTILITY MARKOUTS

As required by law, Brinkerhoff or its subcontractor will obtain a utility markout from New Jersey One Call (NJOC) prior to drilling or performing subsurface work. NJOC is a free service provided by the State of New Jersey. In many instances, markouts of some utilities are only identified at the curblineline of the property or not identified at all. Water, sewer and electrical lines installed by the property owner are usually not identified by the NJOC markout system. It is the Client's responsibility to identify the location of utilities not marked by NJOC. Brinkerhoff assumes no responsibility for the location of or damage to underground utilities or equipment not clearly marked out prior to commencement of Professional Services at the Site. If authorized by the Client, Brinkerhoff will obtain quotations from and retain the services of a private utility markout company to locate utilities not identified by NJOC. Brinkerhoff will manage this process at the firm's standard hourly rates, and will engage the utility markout company at cost + 15%. Initial in the space provided to authorize Brinkerhoff to obtain quotations from and retain a private utility markout company. _____ **Client Initials**

If the Scope of Work and Cost Estimate, Payment Terms, Terms and Conditions, and Assumptions and Exclusions are acceptable, please sign where indicated below and return an executed copy of the proposal to our office with the required retainer or Purchase Order, thereby indicating your approval and authorization to proceed.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have questions, please contact me at 862-237-9161.

Mr. Phillip Orphanidis
Jersey City Redevelopment Agency
Re: Scope of Work and Cost Estimate – Limited Phase II Site Investigation
Garfield Avenue Properties (Block 19703, Lots 41 through 49)
Jersey City, Hudson County, NJ 07302
Brinkerhoff Project No. 19-0295
July 3, 2019
Page 9 of 9

Respectfully submitted,

BRINKERHOFF ENVIRONMENTAL SERVICES, INC.



Doane E. Cafferty, PG, LEED AP
Senior Project Manager

Enclosures (1): Agreement for Environmental Services Standard Terms and Conditions

AUTHORIZATION TO PROCEED

Printed Name

Title

Signature

Date

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A CONTRACT WITH CME ASSOCIATES, INC. FOR AN ENVIRONMENTAL STUDY FOR CERTAIN PROPERTY COMMONLY KNOWN AS 1009-1025 GARFIELD AVENUE AND IDENTIFIED AS BLOCK 19703, LOTS 42 THROUGH 49 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is a public body and instrumentality of the City of Jersey City (the “**City**”) operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency requires from time to time the services of certain professionals to assist the Agency in discerning the economic and environmental viability for potential redevelopment of various parcels owned by the City; and

WHEREAS, Block 19703, Lots 42 through 49, totaling approximately 0.68 acres, are City owned lots on Garfield Avenue (the “**Property**”), in which Lot 42 is currently used as a public basketball court more commonly known as Terry Dehere Park, and in which Lots 42 through 49 are currently vacant land; and

WHEREAS, the Agency and City desire to perform certain activities on the Property, including a boundary survey, to effectuate a determination of the economic and environmental viability of the Property for future redevelopment which could benefit the residents of the City; and

WHEREAS, on July 11, 2018, the Agency issued a Request for Qualifications for Professional Engineering Services and on August 18, 2018, the Agency qualified CME Associates (“**CME**”) to perform professional engineering services in all City project areas; and

WHEREAS, the Agency received a quote from CME, attached hereto as Exhibit A (the “**Proposal**”) to perform certain survey services (the “**Survey Services**”) on the Property, including a Boundary Survey at a cost of \$8,680, and Property Markers for \$2,395; and

WHEREAS, the Agency wishes to contract with CME to perform the Boundary Survey at a cost of \$8,680 and Property Markers for \$2,395 for a total not-to-exceed cost of \$11,075; and

WHEREAS, having reviewed the Proposal, the Agency has determined that CME possesses the requisite expertise and skilled personnel required to perform the Survey Services, and in consideration of all factors, entering into a contract with CME in accordance with the Proposal will be cost-efficient, appropriate and in furtherance of the goals and objectives of the Redevelopment Law; and

WHEREAS, the Agency desires to execute a contract with CME for the Survey Services in accordance with the Proposal for a total not-to-exceed contract amount of \$11,075 and for a term not to exceed six months or completion of the Survey Services, whichever is earlier.

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


Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the award of a contract for Survey Services to CME Associates, at a cost of \$8,680 for a Boundary Survey and \$2,395 for Property Markers for a total not-to-exceed cost of \$11,075 and for a term not to exceed six months or completion of the Survey Services, whichever is earlier.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 its Regular Meeting of July 16, 2019.

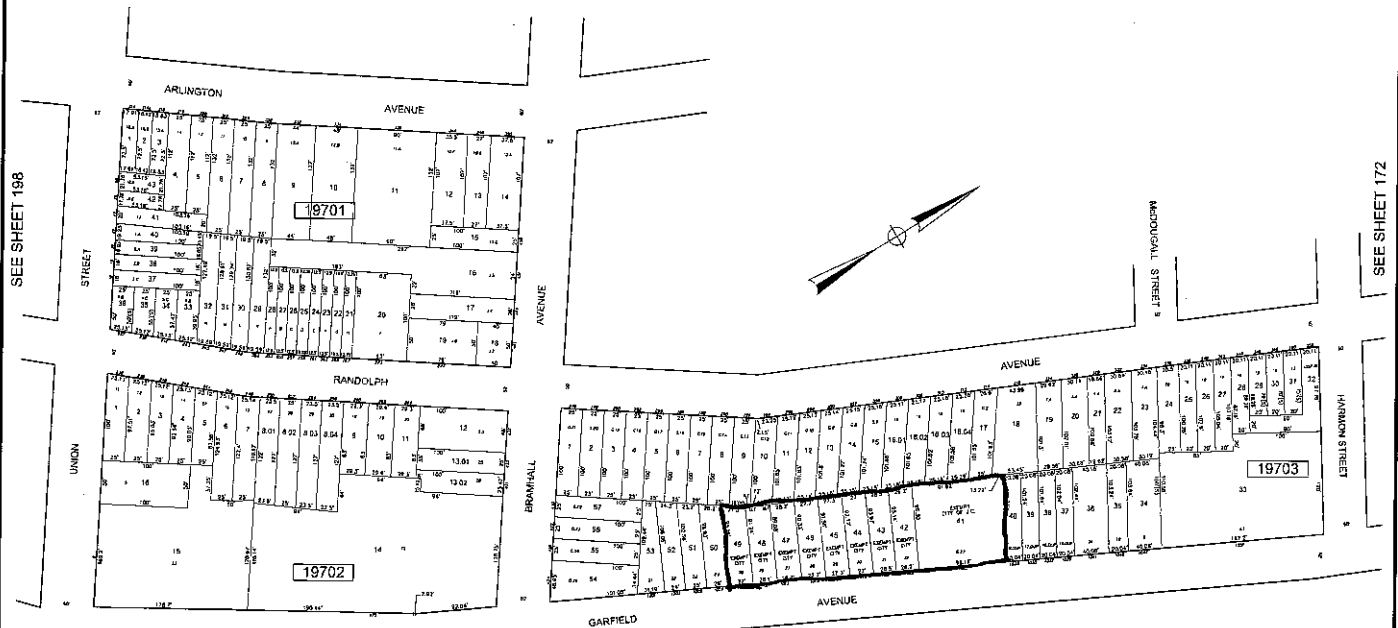
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS				
DATE	BY	DESCRIPTION	APPROVED	NOTED
01/20/01	CHARLES A. MORALLE	ISSUED		

SEE SHEET 196

SEE SHEET 188

SEE SHEET 187



SEE SHEET 198

SEE SHEET 189

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 998

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50' AUGUST, 1998
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TIVDALL ROAD, MERCERTOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING/DESIGN (CADD) AND COORDINATE SYSTEMS

JBH - C04624542973200



JOHN H. ALLGAIR, PE, PP, LS (1993-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LS, RP

June 28, 2019

Phillip Orphanidis
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, New Jersey 07302

**RE: Land Survey – Garfield Avenue
Lots 41-49, Block 19703
City of Jersey City, New Jersey**

Dear Mr. Orphanidis:

CME Associates, hereinafter CONSULTANT, is pleased to offer the following proposal for land surveying services as per Jersey City Redevelopment Agency's, hereinafter CLIENT's, request.

I. PROPERTY IN QUESTION

Site is known as Lots 41-49, Block 19703, N/F Jersey City Redevelopment Agency, on the City of Jersey City Tax Map, Sheet No. 197.

II. PURPOSE

To provide CLIENT with surveying services as requested in an email transmission on June 28, 2019.

III. SCOPE OF PROFESSIONAL SERVICES

BOUNDARY SURVEY

- A. Establish a balanced control survey (traverse) line with recoverable ties. Basis of the horizontal control will be the New Jersey State Plane Coordinate System, NAD 1983, U.S. Survey Foot. Permanent points (Capped Rebar, PK Nails, etc.) will be set along the control line. A minimum of two horizontal control points will be established along the project limits. GPS methodology will be used to establish horizontal control.
- B. Boundary survey of the Property-in-Question, Block 19703, Lots 41-49, will be prepared in accordance with the title search to be provided by the CLIENT. **THE CLIENT SHALL PROVIDE A TITLE SEARCH FOR THE PROPERTY-IN-QUESTION AND A CURRENT DEED FOR ALL ADJOINERS.** In addition, the CLIENT shall provide a copy of every document identified in the Title Insurance, Schedule B1 and B2 sections.
- C. Delineation of property rights, title and/or interests shall be based upon the documents provided by the CLIENT and the survey shall be subject to such facts as may be discoverable in a search of the public record for the Property-in-Question (P.Q.) and the immediate adjoiners beyond that which was provided by the CLIENT and/or their representative(s).
- D. The CLIENT shall provide any and all survey, design, as-built or construction drawings, in their possession, regarding the P.Q. and/or immediate adjoiners for use by the Consultant.
- E. Underground utility information shall be based upon documents provided by the CLIENT and those utilities that are visible at grade.
- F. The survey will be prepared in accordance with the State Board of Engineers and Land Surveyors statutes and administrative code.
- G. The survey shall not be performed to ALTA/ACSM/NSPS standards. Should this be required an addition fee can be negotiated to accomplish this request.
- H. Property corner markers, capped iron bars will be set for a fee of \$150.00 per corner set.
- I. CME Associates represent that we are neither qualified nor do we accept the responsibility to identify and/or locate unwritten easements, subsurface improvements, underground storage facilities and/or hardware, and/or hazardous materials on or about this site.



JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
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TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP

June 28, 2019

Phillip Orphanidis
Jersey City Redevelopment Agency
66 York Street, 2nd Floor
Jersey City, New Jersey 07302

TOPOGRAPHIC SURVEY

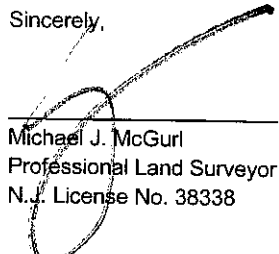
- A. Establish a balanced control survey (traverse) line with recoverable ties. Basis of the vertical control will be the North American Vertical Datum of 1988, respectively. Permanent points (Capped Rebar, PK Nails, etc.) will be set along the control line. A minimum of two vertical control points will be established along the project limits. GPS methodology will be used to establish the vertical control.
- B. The topographic survey will not depict property lines or easements unless the boundary survey is authorized.
- C. Preparation of a Topographic Plan showing natural and manmade features, including: existing above and, where possible, underground utilities, survey baseline (traverse line), spot elevations and contours at an interval of 1.00-foot within and adjacent to the project limits only. Topographic plan will be compiled from field locations and edits. Plan will be drafted at a scale of 1" = 30'.
- D. Underground utility information shall be based upon documents provided by the CLIENT and those utilities that are visible at grade.
- E. The CLIENT shall provide any and all survey, design, as-built or construction drawings, in their possession, regarding the P.Q. and/or immediate adjoining for use by the Consultant.
- F. CME Associates represent that we are neither qualified nor do we accept the responsibility to identify and/or locate unwritten easements, subsurface improvements, underground storage facilities and/or hardware, and/or hazardous materials on or about this site.
- G. Easement sketches or descriptions are excluded under this proposal.
- H. Subdivision, minor or major, are excluded under this proposal.
- I. Surveying support for post construction record drawings (as-built) is excluded under this proposal.

<u>Cost for Boundary Survey:</u>	<u>\$ 8,680.00</u>
<u>Cost for Topographic Survey:</u>	<u>\$ 4,015.00</u>
<u>Cost for Boundary and Topographic Survey:</u>	<u>\$ 10,385.00</u>
<u>Cost for property markers if not waived:</u>	<u>\$ 2,395.00</u>

Client shall fill out attached waiver and return to Consultant before the field work commences if they decide to waive the mark-out of the property corners. If markers are not waived they will be set after completion of the survey. (Waiver attached.)

This constitutes a price quote for professional services, if CLIENT decides to award CONSULTANT the aforementioned work, CLIENT should sign a copy of this quote and return it to the CONSULTANT. Thank you, in advance, for considering CME Associates for your land surveying and mapping requirements.

Sincerely,


Michael J. McGurl
Professional Land Surveyor
N.J. License No. 38338

VIA Email PhilO@icnj.org

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH HC WEST CAMPUS II URBAN RENEWAL, LLC FOR THE REDEVELOPMENT OF A PORTION OF THE WEST CAMPUS REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the “**Act**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City of Jersey City (the “**City**”) pursuant to the provisions of the Act, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in accordance with the criteria set forth in the Act, the City established an area in need of redevelopment commonly known as the West Campus Redevelopment Area (the “**Redevelopment Area**”) and, on February 9, 2005, adopted a redevelopment plan for the area entitled the NJCU West Campus Redevelopment Plan, as amended on February 13, 2008 and January 27, 2010, and as may be further amended and supplemented from time to time (the “**Redevelopment Plan**”); and

WHEREAS, New Jersey City University (the “**University**”) desires to assist in the revitalization and redevelopment of the Redevelopment Area; and

WHEREAS, the University owns certain property located within the Redevelopment Area, including but not limited to that certain property identified on the official tax maps of the City as Block 21902.02, Lot 4 and referred to in the Redevelopment Plan as Block 2 (the “**Project Premises**”); and

WHEREAS, pursuant to P.L. 2009, c. 90 (the “**P3 Act**”), the University determined to enter into a public-private partnership with HC West Campus II Urban Renewal, LLC (the “**Redeveloper**”) to develop the Project Premises; and

WHEREAS, on September 10, 2015, the New Jersey Economic Development Authority (the “**EDA**”) approved the University’s Higher Education Public Private Partnership Application pursuant to the P3 Act, which application incorporated the Redeveloper’s proposal to the University (the “**Initial EDA Approval**”); and

WHEREAS, on July 14, 2016, the EDA approved an amendment to the Initial EDA Approval (the “**Revised EDA Approval**”); and

WHEREAS, the Redeveloper and the University have entered into a “**Project Development Agreement**” dated September 25, 2015 and a “**Ground Lease**” dated September 25, 2015, as amended to reflect the Revised EDA Approval (the Project Development Agreement and the Ground Lease collectively, the “**P3 Documents**”), and pursuant to which P3

Documents the Redeveloper will develop the Project Premises with a mixed-use development incorporating 167 residential rental units, approximately 11,472 square feet of retail space and 167 parking spaces (collectively, the **"Project"**); and

WHEREAS, on September 29, 2016, the Agency, the University, the City, the Redeveloper and certain other interested parties in the Redevelopment Area entered into a Memorandum of Understanding (the **"MOU"**), setting forth their mutual understanding of the terms and conditions of the issuance of short or long term obligations by the City to fund a portion of the cost of certain infrastructure work to be undertaken by the University as a redevelopment project within the Redevelopment Area in support of the Project; and

WHEREAS, the Act authorizes the Agency to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

WHEREAS, the Redeveloper is a limited liability company with resources and a team of experts in planning, redevelopment, law, engineering, environmental issues, architecture, design, finance and real estate development necessary to effectuate the redevelopment of the Project Premises in accordance with the Redevelopment Plan; and

WHEREAS, the Agency has reviewed the proposal of Redeveloper and related submissions and has determined that in furtherance of the Agency's objectives to implement the redevelopment contemplated in the Redevelopment Plan, it is in the Agency's best interests to enter into a redevelopment agreement with the Redeveloper (the **"Redevelopment Agreement"**) for the purpose of setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the Project upon the Project Premises, all in accordance with the Redevelopment Plan, the P3 Documents, the MOU, any planning approvals and applicable law; and

WHEREAS, on June 19, 2018, the Agency authorized entry into the Redevelopment Agreement, which has not yet been executed; and

WHEREAS, prior to the execution of the redevelopment agreement, the Agency desires to authorize revisions the Project description reflecting that 199 dwelling units will be constructed (consistent with the land use approval obtained from the Planning Board) instead of the 167 dwelling units previously contemplated, and to provide an updated construction timetable (the **"Revised Redevelopment Agreement"**),

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

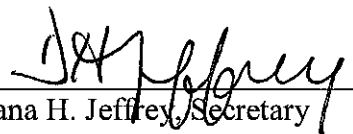
Section 1. The recitals above are hereby incorporated herein as if set forth at length.

Section 2. The Executive Director is hereby authorized to execute the Revised Redevelopment Agreement, which is on file with the Agency, together with such additions, deletions and modifications thereto as may be necessary or desirable in consultation with counsel and any and all other documents necessary to effectuate this Resolution subject to the review and approval of counsel.

Section 3. The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of July 16, 2019.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF JULY 16, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of July 16, 2019

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of July 16, 2019 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 July 16, 2019

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
21 CONTRACTING LLC								
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19-326	Repairs: 326-330 MLK Drive	\$250.00	\$0.00		\$250.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19-408	408 Communipaw Avenue	\$1,200.00	\$0.00		\$1,200.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19-550	550 Johnston Avenue	\$1,800.00	\$0.00		\$1,800.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19-Washington	Triangle @Washington St.	\$1,100.00	\$0.00		\$1,100.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 408 Comm	408 Communipaw Avenue	\$8,500.00	\$0.00		\$8,500.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 84 Sip	84 Sip Avenue	\$650.00	\$0.00		\$650.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 524	524-530 Ocean Avenue	\$350.00	\$0.00		\$350.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 98	Clean Up: 98 Myrtle Avenue	\$2,475.00	\$0.00		\$2,475.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 284	Clean Up: 284 MLK Drive	\$550.00	\$0.00		\$550.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 314	Clean Up: 314 MLK Drive	\$950.00	\$0.00		\$950.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 99	Clean Up: 99 Dwight St.	\$850.00	\$0.00		\$850.00
21 CONTRACTING LLC	7/16/2019	6/18/2019	06/18/19 326	326-330 MLK Drive	\$250.00	\$0.00		\$250.00
Totals for 21 CONTRACTING LLC:					\$18,925.00	\$0.00		\$18,925.00
66 YORK STREET, LLC								
66 YORK STREET, LLC	7/16/2019	7/9/2019	08/19M Operating	Monthly Operating Expenses -08/19	\$250.00	\$0.00		\$250.00
66 YORK STREET, LLC	7/16/2019	7/9/2019	08/19 Electric	Electric Utility - 66 York	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	7/16/2019	7/1/2019	08/19 Rent	Rent Payment - 66 York 09/19	\$9,801.38	\$0.00		\$9,801.38
Totals for 66 YORK STREET, LLC:					\$10,699.90	\$0.00		\$10,699.90
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	7/16/2019	6/30/2019	Application # 11	Professional Services: Maintenance HDSB	\$2,550.00	\$0.00		\$2,550.00
Totals for ADVANCED SCAFFOLD SERVICES LLC:					\$2,550.00	\$0.00		\$2,550.00
AFLAC								
AFLAC	7/16/2019	7/9/2019	889071 08/19	Employee Deductions per payroll ending 08/	\$565.44	\$0.00		\$565.44
Totals for AFLAC:					\$565.44	\$0.00		\$565.44
ALAIMO GROUP								
ALAIMO GROUP	7/16/2019	2/28/2019	109571	Engineering Services - Period 02/28/19 Green	\$2,170.00	\$0.00		\$2,170.00
ALAIMO GROUP	7/16/2019	4/30/2019	110476	Engineering Services - Period 04/30/19 JCGre	\$1,562.50	\$0.00		\$1,562.50
Totals for ALAIMO GROUP:					\$3,732.50	\$0.00		\$3,732.50
Apruzzese, McDermott, Mastro & Murphy								
Apruzzese, McDermott, Mastro & Murphy	7/16/2019	6/13/2019	219646	Legal Services: Employee Discipline	\$379.74	\$0.00		\$379.74
Totals for Apruzzese, McDermott, Mastro & Murphy:					\$379.74	\$0.00		\$379.74
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	7/16/2019	6/7/2019	4156831	Professional Services: 306 Johnston Avenue	\$1,925.00	\$0.00		\$1,925.00
ARCHER & GREINER, P.C.	7/16/2019	6/7/2019	4156824	Professional Services: 61-63 Sip Avenue	\$216.50	\$0.00		\$216.50
ARCHER & GREINER, P.C.	7/16/2019	6/11/2019	4157707	Professional Services - Bates St.	\$3,549.66	\$0.00		\$3,549.66
ARCHER & GREINER, P.C.	7/16/2019	6/7/2019	4156822	Professional Services: 199 Woodward	\$529.50	\$0.00		\$529.50
ARCHER & GREINER, P.C.	7/16/2019	6/7/2019	4156818	Professional Services: LM #13 - FDAD Maple	\$490.51	\$0.00		\$490.51
ARCHER & GREINER, P.C.	7/16/2019	6/7/2019	4156827	Professional Services: NJ Transit	\$262.50	\$0.00		\$262.50

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	7/16/2019	6/11/2019	4329	Totals for ARCHER & GREINER, P.C.:	\$6,973.67	\$0.00		\$6,973.67
BROWNFIELD REDEVELOPMENT S	7/16/2019	6/11/2019	4327	Oversight & Management Services for EPA G	\$1,177.50	\$0.00		\$1,177.50
BROWNFIELD REDEVELOPMENT S	7/16/2019	6/11/2019	4326	Oversight & Management Services for EPA G	\$4,352.50	\$0.00		\$4,352.50
BROWNFIELD REDEVELOPMENT S	7/16/2019	6/11/2019	4328	Green Acres Diversion Application	\$2,083.40	\$0.00		\$2,083.40
				Oversight & Management Services for EPA G	\$1,637.50	\$0.00		\$1,637.50
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$9,250.90	\$0.00		\$9,250.90
BROWNFIELD SCIENCE & TECHNOLOGY								
BROWNFIELD SCIENCE & TECHNO	7/16/2019	5/31/2019	764-05.19	Environmental Services - Ocean & Dwight We	\$1,038.50	\$0.00		\$1,038.50
				Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	\$1,038.50	\$0.00		\$1,038.50
CASH								
CASH	7/16/2019	7/16/2019	Petty Cash	Replenishment for Petty Cash	\$550.40	\$0.00		\$550.40
				Totals for CASH:	\$550.40	\$0.00		\$550.40
CENTER FOR EDUCATION & EMPLOYMENT LAW								
CENTER FOR EDUCATION & EMPL	7/16/2019	7/3/2019	07242873	Deskbook Encyclopedia of Employment Law	\$155.10	\$0.00		\$155.10
				Totals for CENTER FOR EDUCATION & EMPLOYMENT LAW:	\$155.10	\$0.00		\$155.10
CME ASSOCIATES								
CME ASSOCIATES	7/16/2019	6/17/2019	0243827	Professional Services: Berry Lane Improvemen	\$1,484.00	\$0.00		\$1,484.00
CME ASSOCIATES	7/16/2019	6/17/2019	0243828	Professional Services: Skate Park Improvemen	\$588.00	\$0.00		\$588.00
CME ASSOCIATES	7/16/2019	6/28/2019	0244788	Professional Services: BLP Imp	\$26,036.50	\$0.00		\$26,036.50
CME ASSOCIATES	7/16/2019	6/27/2019	0244592	Professional Services: Skate Park Imp.	\$1,788.00	\$0.00		\$1,788.00
CME ASSOCIATES	7/16/2019	6/26/2019	0244166	Professional Services: Bayfront Project	\$3,121.25	\$0.00		\$3,121.25
				Totals for CME ASSOCIATES:	\$33,017.75	\$0.00		\$33,017.75
COMCAST								
COMCAST	7/16/2019	6/5/2019	8499053543697536	Business Cable - 25 JSQ	\$119.54	\$0.00		\$119.54
COMCAST	7/16/2019	6/16/2019	8499053543248876	Business Internet/Voice 665 Ocean Avenue	\$204.85	\$0.00		\$204.85
COMCAST	7/16/2019	7/10/2019	8799053543345680 0	Business Cable - 66 York St.	\$309.41	\$0.00		\$309.41
				Totals for COMCAST:	\$633.80	\$0.00		\$633.80
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	7/16/2019	7/9/2019	07/19	Monthly Maintenance Fee 09/19	\$151.02	\$0.00		\$151.02
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$151.02	\$0.00		\$151.02
DIANA JEFFREY								
DIANA JEFFREY	7/16/2019	7/1/2019	Dental	Reimbursement for Dependent Dental	\$176.00	\$0.00		\$176.00
DIANA JEFFREY	7/16/2019	6/26/2019	Reimbursement	Reimbursement for Eyeglasses	\$100.00	\$0.00		\$100.00
				Totals for DIANA JEFFREY:	\$276.00	\$0.00		\$276.00
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	7/16/2019	6/30/2019	Acct # 1147810 06/1	Public Notices	\$649.15	\$0.00		\$649.15

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Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
FEDERAL EXPRESS								
FEDERAL EXPRESS	7/16/2019	7/8/2019	6-606-00315	Fedex Services	\$649.15	\$0.00		\$649.15
Totals for EVENING JOURNAL ASSOCIATION:								
					\$649.15	\$0.00		\$649.15
FERRAIOLI, WIELKOTZ, CERULLO & CUVA								
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	7/16/2019	6/11/2019	06281	Professional Services: July 2019	\$7,500.00	\$0.00		\$7,500.00
Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:					\$7,500.00	\$0.00		\$7,500.00
FUSION CREATIVE								
FUSION CREATIVE	7/16/2019	7/1/2019	2995	Website Hosting	\$2,345.89	\$0.00		\$2,345.89
FUSION CREATIVE	7/16/2019	7/1/2019	2996	Website Maintenance	\$640.98	\$0.00		\$640.98
Totals for FUSION CREATIVE:					\$2,986.87	\$0.00		\$2,986.87
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42043	Legal Services: 9 Myrtle Avenue	\$30.00	\$0.00		\$30.00
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42044	Legal Services: 182 Claremont	\$92.50	\$0.00		\$92.50
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42042	Legal Services: 9 Myrtle Avenue	\$87.50	\$0.00		\$87.50
GLUCK WALRATH LLP	7/16/2019	4/4/2019	39454	Legal Services: 332 Wharton Street	\$967.28	\$0.00		\$967.28
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41924	Legal Services: 364-366 Palisade Avenue	\$122.50	\$0.00		\$122.50
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42046	Legal Services: 209 Myrtle	\$262.50	\$0.00		\$262.50
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41928	Legal Services: 152 MLK	\$32.50	\$0.00		\$32.50
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41927	Legal Services: 137 Myrtle	\$402.50	\$0.00		\$402.50
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42041	Legal Services: APRA	\$542.50	\$0.00		\$542.50
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42048	Legal Services: 152 Bidwell	\$1,170.92	\$0.00		\$1,170.92
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41926	Legal Services: 182 Claremont	\$2,650.00	\$0.00		\$2,650.00
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41922	Legal Services: L&M Paulus Hook	\$635.00	\$0.00		\$635.00
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42045	Legal Services: 206 Claremont Avenue	\$124.96	\$0.00		\$124.96
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41925	Legal Services: 98 Myrtle Avenue	\$137.50	\$0.00		\$137.50
GLUCK WALRATH LLP	7/16/2019	7/3/2019	42047	Legal Services: 137 Myrtle	\$175.00	\$0.00		\$175.00
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41923	Legal Services: 248 Grove St.	\$250.00	\$0.00		\$250.00
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41929	Legal Services: Jai Bajrang Invest, LLC.	\$175.00	\$0.00		\$175.00
GLUCK WALRATH LLP	7/16/2019	6/27/2019	41930	Legal Services: Cara Squared, LLC.	\$165.00	\$0.00		\$165.00
Totals for GLUCK WALRATH LLP:					\$8,043.16	\$0.00		\$8,043.16
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	7/16/2019	7/2/2019	Batch # 1513379	Recording Deed - APRA	\$128.00	\$0.00		\$128.00
HUDSON COUNTY REGISTER	7/16/2019	7/2/2019	Batch # 1513414	Recording Deed - APRA	\$48.00	\$0.00		\$48.00
HUDSON COUNTY REGISTER	7/16/2019	7/1/2019	1513002	Recording 6TH Amend to RDA	\$33.00	\$0.00		\$33.00
Totals for HUDSON COUNTY REGISTER:					\$209.00	\$0.00		\$209.00
IN-LINE AIR CONDITIONING CO.,								
IN-LINE AIR CONDITIONING CO.,	7/16/2019	6/26/2019	0000052070	Betz - Service for room # 314	\$5,608.71	\$0.00		\$5,608.71
IN-LINE AIR CONDITIONING CO.,	7/16/2019	5/23/2019	0000051531	Betz-Cerc-Service for room # 314	\$146.48	\$0.00		\$146.48
IN-LINE AIR CONDITIONING CO.,	7/16/2019	3/5/2019	0000050873	Betz-Cerc- Service for Gym	\$219.72	\$0.00		\$219.72

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Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
IN-LINE AIR CONDITIONING CO.,	7/16/2019	2/19/2019	0000050707	Betz-Cerc-Room # 214	\$1,098.33	\$0.00		\$1,098.33
IN-LINE AIR CONDITIONING CO.,	7/16/2019	5/23/2019	0000051531	Services rendered for room 314	\$146.48	\$0.00		\$146.48
IN-LINE AIR CONDITIONING CO.,	7/16/2019	2/19/2019	0000050706	Betz-Cerc-Room # 207	\$1,098.33	\$0.00		\$1,098.33
Totals for IN-LINE AIR CONDITIONING CO.,:					\$8,318.05	\$0.00		\$8,318.05
J & B LANDSCAPE, INC.	7/16/2019	6/24/2019	28852	Monthly Maintenance 06/19	\$1,825.72	\$0.00		\$1,825.72
Totals for J & B LANDSCAPE, INC.:					\$1,825.72	\$0.00		\$1,825.72
JC MUNICIPAL UTILITIES AUTHORI	7/16/2019	6/20/2019	30306348540000	Water charges - 665 Ocean Avenue JC	\$232.83	\$0.00		\$232.83
JC MUNICIPAL UTILITIES AUTHORI	7/16/2019	6/20/2019	30309320562951	Water charges - 25 JSQ	\$276.25	\$0.00		\$276.25
JC MUNICIPAL UTILITIES AUTHORI	7/16/2019	6/17/2019	30302250440000	Water charges - 98 Myrtle Avenue	\$228.86	\$0.00		\$228.86
Totals for JC MUNICIPAL UTILITIES AUTHORI:					\$737.94	\$0.00		\$737.94
JERSEY CITY TAX COLLECTOR	7/16/2019	7/9/2019	2/3/5 -2019	Tax Bill for 98 Myrtle Avenue	\$1,960.05	\$0.00		\$1,960.05
JERSEY CITY TAX COLLECTOR	7/16/2019	7/9/2019	2/5 - 2019	Tax Bill for 199 Woodward St	\$967.43	\$0.00		\$967.43
JERSEY CITY TAX COLLECTOR	7/16/2019	7/9/2019	2/3/5 - 2019	Tax Bill for 182 Claremont Avenue	\$851.41	\$0.00		\$851.41
Totals for JERSEY CITY TAX COLLECTOR:					\$3,778.89	\$0.00		\$3,778.89
Jesani Suazo	7/16/2019	7/3/2019	Dental	Dental for Self	\$1,330.00	\$0.00		\$1,330.00
Totals for Jesani Suazo:					\$1,330.00	\$0.00		\$1,330.00
KINNEY LISOVICZ REILLY & WOLFF PC	7/16/2019	6/7/2019	12573	Legal Services: Employment Issues	\$35.00	\$0.00		\$35.00
KINNEY LISOVICZ REILLY & WOLF	7/16/2019	6/7/2019	12574	Legal Services: JCRA vs The Crazy Creek	\$1,658.25	\$0.00		\$1,658.25
KINNEY LISOVICZ REILLY & WOLF	7/16/2019	6/7/2019	12575	Legal Services: General Legal	\$857.50	\$0.00		\$857.50
KINNEY LISOVICZ REILLY & WOLF	7/16/2019	6/7/2019	12572	Legal Services: Leobruno v Fowlkes	\$455.00	\$0.00		\$455.00
KINNEY LISOVICZ REILLY & WOLF	7/16/2019	6/7/2019	12576	Legal Services: 320 MLK	\$857.50	\$0.00		\$857.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC:					\$3,863.25	\$0.00		\$3,863.25
LANGAN ENGINEERING & ENVIRONME	7/16/2019	6/7/2019	LAN 0296241	Professional Services 04/27-05/24/19	\$35,377.72	\$0.00		\$35,377.72
Totals for LANGAN ENGINEERING & ENVIRONME:					\$35,377.72	\$0.00		\$35,377.72
LM PLAZA 4A PARKING LLC	7/16/2019	7/9/2019	07/09/19 Parking	Monthly Parking for 14 Spaces	\$3,652.18	\$0.00		\$3,652.18
Totals for LM PLAZA 4A PARKING LLC:					\$3,652.18	\$0.00		\$3,652.18
MARIA E. AGUILAR-AMBROSSI	7/16/2019	7/12/2019	Dental	Reimbursement for Dental - Self	\$950.00	\$0.00		\$950.00
Totals for MARIA E. AGUILAR-AMBROSSI:					\$950.00	\$0.00		\$950.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	7/16/2019	5/31/2019	162385	Legal Services: Berry Park	\$3,503.04	\$0.00		\$3,503.04

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MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162402	Legal Services: 400 7TH Avenue	\$437.50	\$0.00		\$437.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162394	Legal Services: 405-407 Ocean Avenue	\$805.00	\$0.00		\$805.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162390	Legal Services: Argent - Aetna Mommouth	\$4,380.00	\$0.00		\$4,380.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162413	Legal Services: Argent (Grand Jersey Light)	\$480.00	\$0.00		\$480.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162397	Legal Services: Nandara-Homestead	\$192.50	\$0.00		\$192.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162386	Legal Services: 125 Monitor Street	\$2,238.39	\$0.00		\$2,238.39
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162399	Legal Services: MLK Project	\$350.00	\$0.00		\$350.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162393	Legal Services: Power Plant Project-Powerton	\$1,512.50	\$0.00		\$1,512.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162398	Legal Services: Hampshire	\$960.00	\$0.00		\$960.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162400	Legal Services: 184 Morgan	\$1,650.00	\$0.00		\$1,650.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162407	Legal Services: St. Lucy's	\$1,662.50	\$0.00		\$1,662.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162414	Legal Services: 8 Erie Street Litigation	\$1,330.00	\$0.00		\$1,330.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162392	Legal Services: Ocean MLK	\$8,115.01	\$0.00		\$8,115.01
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162404	Legal Services: 461 Communipaw Avenue	\$6,510.00	\$0.00		\$6,510.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162403	Legal Services: 550 Johnson Avenue	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162406	Legal Services: 327 Communipaw	\$910.00	\$0.00		\$910.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162405	Legal Services: 30 Journal Square	\$1,102.50	\$0.00		\$1,102.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162395	Legal Services: 8 Aetna	\$1,590.00	\$0.00		\$1,590.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162391	Legal Services: Jersey Avenue Statco Buildin	\$3,958.04	\$0.00		\$3,958.04
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162401	Legal Services: Newark Avenue	\$5,277.50	\$0.00		\$5,277.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162408	Legal Services: 25 Clinton Avenue	\$2,555.00	\$0.00		\$2,555.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162387	Legal Services: Argent Venture/Johnston Vie	\$13,606.59	\$0.00		\$13,606.59
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162389	Legal Services: 25 Pathside JC	\$1,137.50	\$0.00		\$1,137.50
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162411	Legal Services: Liberty Harbor North Trans-F	\$385.00	\$0.00		\$385.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162410	Legal Services: General Counsel	\$5,412.04	\$0.00		\$5,412.04
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162388	Legal Services: Johnson Station	\$805.00	\$0.00		\$805.00
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162396	Legal Services: Bayfront/Honewell	\$17,574.83	\$0.00		\$17,574.83
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$88,650.44	\$0.00		\$88,650.44
McNally, Yaros Kaczynski & Lime, LLC.	7/16/2019	6/9/2019	01545	Legal Services: Public Document	\$55.00	\$0.00		\$55.00
Totals for McNally, Yaros Kaczynski & Lime, LLC.:					\$55.00	\$0.00		\$55.00
METLIFE	7/16/2019	7/9/2019	07/09/19 August 23	Employee's deferred salary per payroll 08/23	\$450.00	\$0.00		\$450.00
METLIFE	7/16/2019	7/9/2019	07/09/19 August 9	Employee's deferred salary per payroll 08/09	\$450.00	\$0.00		\$450.00
Totals for METLIFE:					\$900.00	\$0.00		\$900.00
MOISHE'S MOVING SYSTEMS	7/16/2019	7/9/2019	07/09/19 Storage	Storage Space at Dey St.	\$700.00	\$0.00		\$700.00
Totals for MOISHE'S MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
NU ADVANCE MEDIA, LLC	7/16/2019	6/30/2019	XIERS4747218 06/	Star Ledger 06/19	\$710.00	\$0.00		\$710.00
Totals for NU ADVANCE MEDIA, LLC:					\$710.00	\$0.00		\$710.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
NJ BIZ								
NJ BIZ	7/16/2019	6/10/2019	39410	Public Notices: 1/4 Page-Request Proposals	\$2,120.00	\$0.00		\$2,120.00
NJ BIZ	7/16/2019	6/19/2019	32225	Public Notices: 1/4 Page-Request Proposals	\$2,120.00	\$0.00		\$2,120.00
				Totals for NJ BIZ:	\$4,240.00	\$0.00		\$4,240.00
PITNEY BOWES CREDIT CORPORATIO								
PITNEY BOWES CREDIT CORPORAT	7/16/2019	6/30/2019	3309205984	Leasing Charges	\$342.00	\$0.00		\$342.00
				Totals for PITNEY BOWES CREDIT CORPORATIO:	\$342.00	\$0.00		\$342.00
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	7/16/2019	5/31/2019	19,627.3	Environmental Services 05/19	\$1,925.00	\$0.00		\$1,925.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$1,925.00	\$0.00		\$1,925.00
PURCHASE POWER								
PURCHASE POWER	7/16/2019	7/8/2019	8000909010321128	Leasing Charges	\$806.50	\$0.00		\$806.50
				Totals for PURCHASE POWER:	\$806.50	\$0.00		\$806.50
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	7/16/2019	7/5/2019	601110006095467	Office Supplies	\$995.18	\$0.00		\$995.18
				Totals for STAPLES CREDIT PLAN:	\$995.18	\$0.00		\$995.18
STATE OF N.J. DEPT OF LABOR								
STATE OF N.J. DEPT OF LABOR	7/16/2019	7/9/2019	0-226-002-881/000-0	Cost Assessment 12/18	\$170.03	\$0.00		\$170.03
				Totals for STATE OF N.J. DEPT OF LABOR:	\$170.03	\$0.00		\$170.03
THOMSON REUTERS WEST								
THOMSON REUTERS WEST	7/16/2019	6/22/2019	1000096700	Leasing Charges	\$195.00	\$0.00		\$195.00
				Totals for THOMSON REUTERS WEST:	\$195.00	\$0.00		\$195.00
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	7/16/2019	7/9/2019	07/09/19 Lease	Monthly Lease Payment - Toshiba Copier	\$2,656.10	\$0.00		\$2,656.10
				Totals for TOSHIBA FINANCIAL SERVICES:	\$2,656.10	\$0.00		\$2,656.10
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	7/16/2019	6/21/2019	191042370	Annual Site Remediation Fee	\$10,560.00	\$0.00		\$10,560.00
TREASURER - STATE OF NEW JER	7/16/2019	6/21/2019	191044100	Annual Site Remediation Fee	\$1,780.00	\$0.00		\$1,780.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$12,340.00	\$0.00		\$12,340.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	7/16/2019	6/17/2019	5594346	Water - 66 York	\$166.00	\$0.00		\$166.00
				Totals for TWIN ROCKS SPRING WATER:	\$166.00	\$0.00		\$166.00
United Site Services								
United Site Services	7/16/2019	6/20/2019	0005607509	Services: BLP	\$2,517.35	\$0.00		\$2,517.35
				Totals for United Site Services:	\$2,517.35	\$0.00		\$2,517.35
US POSTAL SERVICE								

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
US POSTAL SERVICE	7/16/2019	7/15/2019	07/15/19 Refill	Postage Refill	\$600.00	\$0.00		\$600.00
				Totals for US POSTAL SERVICE:	\$600.00	\$0.00		\$600.00
VERIZON	7/16/2019	6/23/2019	9832799209	Telephone Expenses	\$403.86	\$0.00		\$403.86
				Totals for VERIZON:	\$403.86	\$0.00		\$403.86
WILLIAM J. GUARINI, INC.	7/16/2019	6/18/2019	WG39111	Service: 665 Ocean Avenue	\$181.74	\$0.00		\$181.74
WILLIAM J. GUARINI, INC.				Totals for WILLIAM J. GUARINI, INC.:	\$181.74	\$0.00		\$181.74
WORKZONE, LLC	7/16/2019	6/23/2019	32850	Workzone License and Hosting Fee	\$900.00	\$0.00		\$900.00
				Totals for WORKZONE, LLC:	\$900.00	\$0.00		\$900.00
XEROX CORPORATION	7/16/2019	6/20/2019	723650842	Meter Usage	\$229.57	\$0.00		\$229.57
				Totals for XEROX CORPORATION:	\$229.57	\$0.00		\$229.57
GRAND TOTALS:					\$288,167.76	\$0.00		\$288,167.76

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates

Include all post dates

Include these due dates: Today (7/16/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include all Banks

Include all Invoice Attributes

Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	7/16/2019	6/26/2019	0244166	Professional Services: Bayfront Project	\$3,121.25	\$0.00		\$3,121.25
				Totals for CME ASSOCIATES:	\$3,121.25	\$0.00		\$3,121.25
LANGAN ENGINEERING & ENVIRONME								
LANGAN ENGINEERING & ENVIRO	7/16/2019	6/7/2019	LAN 0296241	Professional Services 04/27-05/24/19	\$35,377.72	\$0.00		\$35,377.72
				Totals for LANGAN ENGINEERING & ENVIRONME:	\$35,377.72	\$0.00		\$35,377.72
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	7/16/2019	5/31/2019	162396	Legal Services: Bayfront/Honorewell	\$17,574.83	\$0.00		\$17,574.83
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$17,574.83	\$0.00		\$17,574.83
NJ BIZ								
NJ BIZ	7/16/2019	6/10/2019	39410	Public Notices: 1/4 Page-Request Proposals	\$2,120.00	\$0.00		\$2,120.00
NJ BIZ	7/16/2019	6/19/2019	32225	Public Notices: 1/4 Page-Request Proposals	\$2,120.00	\$0.00		\$2,120.00
				Totals for NJ BIZ:	\$4,240.00	\$0.00		\$4,240.00
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	7/16/2019	5/31/2019	19,627.3	Environmental Services 05/19	\$1,925.00	\$0.00		\$1,925.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$1,925.00	\$0.00		\$1,925.00
GRAND TOTALS:					\$62,238.80	\$0.00		\$62,238.80

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (7/16/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
SITEONE LANDSCAPING SUPPLY HOLDING, LLC								
SITEONE LANDSCAPING SUPPLY HC	6/27/2019	5/4/2019	90716497-001	Berry Lane Park Flowers	\$3,130.00	\$0.00		\$3,130.00
Totals for SITEONE LANDSCAPING SUPPLY HOLDING, LLC:					\$3,130.00	\$0.00		\$3,130.00
GRAND TOTALS:					\$3,130.00	\$0.00		\$3,130.00


Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (6/27/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Banks
Include all Invoice Attributes
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
JULY 16, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency
have received copies of the Personnel List as of July 16, 2019

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the
Jersey City Redevelopment Agency that the Personnel List as of July 16, 2019 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 July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NEWARK AVENUE JV, LLC AS REDEVELOPER OF CERTAIN PROPERTY COMMONLY KNOWN AS 693-701 NEWARK AVENUE, 30 COTTAGE STREET, 703-707 NEWARK AVENUE, AND 40 COTTAGE STREET, IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City has designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the City has enacted the Journal Square 2060 Redevelopment Plan by Ordinance 10-103 dated August 25, 2010 (as amended and supplemented from time to time, the “**Redevelopment Plan**”), in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency owns certain properties commonly known as 693-701 Newark Avenue and 30 Cottage Street, which are identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29 and 45 (collectively, the “**Agency Property**”), and are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, Shree Bhuvneshwari Realty, LLC, an affiliate of Canbis, LLC, owns four lots which are adjacent to the Agency Property and which are commonly known as 703-707 Newark Avenue and 40 Cottage Street, and identified on the City’s tax maps as Block 7902, Lots 22, 23, 24, and 50 (collectively, the “**SBR Property**”); and

WHEREAS, Canbis, LLC proposed the comprehensive and cohesive redevelopment of the Agency Property and the SBR Property (together, the “**Property**”), and on August 21, 2018, the Agency designated Canbis, LLC as redeveloper of the Property, subject to the negotiation of a redevelopment agreement, which designation expired on February 19, 2019; and

WHEREAS, the sole member of Canbis, LLC formed and is the sole member of Canbis of NJ, LLC, a New Jersey limited liability company; and

WHEREAS, Newark Avenue JV, LLC is a joint venture of its two members: (i) Canbis of NJ, LLC (20% owner); and (ii) Newark Ave Cottage St JC Opportunity Zone Fund I, LLC, a Delaware limited liability company (80% owner); and

WHEREAS, on March 26, 2019, in Resolution No. 19-03-23 the Agency designated Newark Avenue JV, LLC (the "**Redeveloper**") as redeveloper of the Property and authorized the negotiation of a redevelopment agreement; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until October 31, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

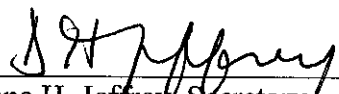
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until October 31, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.


Diana H. Jeffrey, 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 July 16, 2019.

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

NEWARK

SEE DETAIL "I"

HOB
AVE

Avei

KENNEDY

51 REF 1

SUMMIT

AVENUE

SEE SHEET 94

VAN REIPEN

AVENUE

BOULEVARD

PAVONIA

AVENUE

91-
CENTR

DETAIL "1"

SCALE 1" = 5"

1.05'

3.0'

1.05'

1.05'

1.05'

[illegible]

SEE SHEET 95

AFH - COA#24GA2797330

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

TAX :
CITY OF JERSEY
HUDSON COUNTY
SCALE 1"=50'
RICHARD A. MORRIS

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING EXECUTION OF A PROFESSIONAL
SERVICES CONTRACT WITH ENGENUITY
INFRASTRUCTURE FOR ENGINEERING SERVICES AT
BERRY LANE PARK WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "**Redevelopment Law**"), the City of Jersey City (the "**City**") adopted a redevelopment plan known as the Morris Canal Redevelopment Plan to effectuate and regulate the redevelopment of the Morris Canal Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is the owner of that certain property identified as Block 18901, Lot 1.01 on the official tax map of the City commonly known as 1 Berry Road or Berry Lane Park (the "**Site**"), which is located within the Redevelopment Area; and

WHEREAS, a portion of the structure on a parcel adjacent to the Site, identified as Block 18901, Lot 15 on the official tax map of the City, commonly known as 457 Communipaw Avenue, is encroaching on the Site (the "**Encroachment**"); and

WHEREAS, on July 11, 2018, the Agency issued a Request for Qualifications for Professional Engineering Services and on August 18, 2018, by Resolution No. 18-08-4, the Agency qualified Engenuity Infrastructure, LLC (the "**Engineer**") to perform professional engineering services in all project areas; and

WHEREAS, the Agency received a quote from the Engineer, attached hereto as **Exhibit A** (the "**Proposal**"), to prepare a survey of the Site, the Encroachment and surrounding areas (the "**Survey**"); and

WHEREAS, the Executive Director has reviewed the Proposal and finds the tasks and effort outlined reasonable, and the price fair and equitable; and

WHEREAS, to facilitate the redevelopment and environmental remediation of the Site, the Agency wishes to engage the Engineer to prepare the Survey for an amount not to exceed FIFTEEN THOUSAND ONE HUNDRED AND FIFTY DOLLARS AND ZERO CENTS (\$15,150.00) and for a term of no more than one (1) year; and

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

WHEREAS, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL,

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

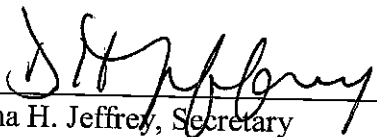
Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes a professional services agreement with the Engineer to prepare the Survey for an amount not to exceed Fifteen Thousand One Hundred and Fifty Dollars (\$15,150.00) and for a term to expire no later than one (1) year after the effective date of such agreement, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

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 July 16, 2019.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Farmer	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			



ENGENUITY
INFRASTRUCTURE

ENGenuity Infrastructure Inc.
12 Broad Street, Suite 302, Red Bank, NJ 07701
732 / 411-3176 | engenuityinc.com

July 15, 2019

ATTN: Daniel Nazario Jr., Project Assistant
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, New Jersey 07302

Sent via email to: Dnazario@jcnj.org

RE: JCRA Solicitation for Quotes Entitled: Boundary Survey for 1000 Garfield Avenue, Berry Lane Park

Dear Mr. Daniel Nazario Jr.:

ENGenuity is pleased to provide this proposal for Surveying Services for 1000 Garfield Avenue, Berry Lane Park. A full outline of our qualifications with resumes was submitted as part of the annual Qualification package with the JCRA.

PROJECT DESCRIPTION

ENGenuity will complete a boundary, location and utility survey for 1000 Garfield Ave, Block 18901, Lots 1,2,18, Block 19803, Lots 1,3,4,5,8,9,10,11,12,13,14,15,16,17,18,19,20,21, Jersey City, New Jersey. The entire parcel is approximately 16 acres.

The Boundary Survey will be prepared in accordance with documents to be supplied by the JCRA. This may include but is not limited to deeds, previous surveys and maps and title commitments. ENGenuity will perform some supplemental research including adjoining property deeds as part of this scope. It is suggested that the JCRA provide a title commitment or abstract for use in preparing the survey. A title commitment will identify easements and restrictions on the property that may exist in the public record and identify issues that may affect the title and use of the property.

It is understood that some minor discrepancies or differences in the record deed information may exist and be resolved as part of this survey. Should there be significant title issues or ambiguities, ENGenuity will not resolve those issues as part of this proposal, however we will notify you and map and report the differences for your consideration.

The survey will depict significant improvements on the parcel including, but not limited to, buildings, walls, fences, steps, parking lot striping, sign locations, sidewalks, curbs including depressed curbs, and bollards. Individual trees will not be located and mapped as part of this scope. Edges of landscaped areas and wooded areas will be mapped. It is not anticipated by this proposal that individual landscape features or individual trees inside wooded areas will be surveyed.

ENGenuity will map above-ground observed utilities based on surface evidence and on mapping and documents obtained through supplemental research with utility companies and City agencies. This may include visible structures or utility mark-outs by others. ENGenuity will not report pipe types, sizes and invert elevations for any storm or sanitary sewers that may exist on or immediately adjacent to the subject property since this is a boundary survey.

Prior to field mobilization, it is assumed that the client will confirm there will be full site access during the entire time field crew is on site.

COST PROPOSAL

Our lump sum fee for this survey is **\$15,150**.

Deliverable: 10 Signed and Sealed Boundary Surveys.

We thank you for the opportunity to submit this proposal. Should you have any questions or require any additional information, please do not hesitate to contact me at 732-741-3176.

Sincerely,



Jaclyn J. Flor, PE, PP, CME
ENGenuity Infrastructure
President & CEO

SCHEDULE OF HOURLY RATES *Effective: January 1, 2018*

BILLING TITLE	BILLING RATE/HR
Junior Technical Staff Administrative Support Staff	\$80.00
Field Staff /Professional Entry Level/ Technical Entry Level	\$100.00
Technical Staff /Professional Staff/ Field Staff Midlevel	\$135.00
Professional Staff Midlevel/ Technical Midlevel / Prof. Field Staff	\$150.00
Licensed Professional Staff/ Supervising Technical	\$160.00
Supervising Professional Staff	\$175.00
Senior Supervising Professional /Group Manager/ Director/ Division Manager/ Corporate Manager	\$185.00
Executive	\$200.00

Billing Basis: Fixed Rate for Each Billing Title

Indemnification and Insurance requirements

ENGenuity agrees to the insurance and indemnification requirements of this proposal

Regular Meeting
July 16, 2019

A G E N D A

INFORMATIONAL ITEM

Morris Canal Redevelopment Area

In March 2019, by Resolution No. 19-03-13, the Agency designated Landmark Developers LLC ("**Landmark**") as redeveloper of property located at Block 20303, Lots 23, 24 and 25 (269-273 Communipaw Avenue) within the Morris Canal Redevelopment Area. On July 11, 2019, Landmark informed the Agency that it no longer wishes to move forward with the proposed project. Landmark has respectfully requested, and the Agency has agreed, that Landmark's designation as redeveloper be withdrawn.

Mary Pat Noonan