

**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 December 17, 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 NOVEMBER 18, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated November 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 December 17, 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 NOVEMBER 18, 2019**

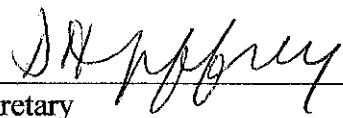
WHEREAS, the Board of Commissioners approved going into closed session at their meeting of **November 18, 2019** ; and

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 Regular Meeting of November 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 December 17, 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 AUTHORIZING THE
AWARD OF EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT TO BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.
FOR ENVIRONMENTAL GRANT AND SUPPORT SERVICES WITHIN
ALL REDEVELOPMENT AREAS**

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 Jersey City Redevelopment Agency (the "**Agency**") requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and

WHEREAS, under *N.J.S.A. 40A:11-2(7)* and *N.J.S.A. 40A:11-5(1)(a)(ii)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, including *N.J.A.C. 5:34-2.1-2.3*, contracts for which the subject matter consists of extraordinary unspecifiable services may be awarded without competitive bidding; and

WHEREAS, the Agency has a need for environmental support services in connection with establishing brownfield redevelopment programs, and obtaining and administering grants to support such programs (the "**Services**"); and

WHEREAS, the Agency proposes to enter into a contract with Brownfield Redevelopment Solutions, Inc. for a term not to exceed one (1) year and a contract amount not to exceed Fifty-Two Thousand Dollars (\$52,000.00) to provide the Services (the "**Extraordinary Unspecifiable Services Agreement**"), as further described in its proposal dated December 3, 2019; and

WHEREAS, Diana H. Jeffrey, Executive Director of the Agency, has provided a Certification for an Extraordinary Unspecifiable Service included with this resolution; and

WHEREAS, funds are available for this purpose,

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.

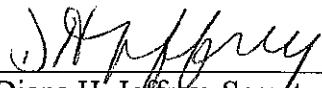
Section 2. The Agency hereby awards the Extraordinary Unspecifiable Services Agreement to Brownfield Redevelopment Solutions, Inc. to perform the Services for a term not to exceed one (1) year and a contract amount not to exceed Fifty-Two Thousand Dollars (\$52,000.00).

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

Section 4. The Executive Director is hereby authorized to take all actions and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. The Agency shall, pursuant to *N.J.S.A. 40A:11-5(1)(a)(ii)*, publish notice within seven (7) days hereof stating the nature, duration, service, and amount of the Extraordinary Unspecifiable Services Agreement, and further stating that copies of this Resolution and the agreement are on file and available at the Agency's office.

Section 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 their Regular Meeting of December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			



December 3, 2019

Ms. Diana Jeffrey
Executive Director
Jersey City Redevelopment Agency
66 York Street; 3rd Floor
Jersey City, New Jersey 07302

**RE: GRANT MANAGEMENT AND SUPPORT PROFESSIONAL ENVIRONMENTAL SERVICES PROPOSAL
2019 - 2020**

Dear Ms. Jeffrey:

Brownfield Redevelopment Solutions, Inc (BRS) is pleased to submit this proposal to the Jersey City Redevelopment Agency's (JCRA) for continuation of grant management and support services.

BRS is a certified WBE and SBE consulting firm headquartered in Medford, New Jersey. BRS specializes in assisting public entities like the JCRA with establishing sustainable brownfield redevelopment programs, and obtaining and administering grants that support their redevelopment programs.

We have a well-deserved reputation for finding creative solutions for the multitude of community, regulatory, and funding issues that often plague public sector initiatives. In fact, BRS has secured over \$120 million in EPA, USDOT/HUD, and state grants for the JCRA.

BRS will provide work assignment proposals for each task/project for JCRA authorization prior to undertaking any work. The following summarizes the anticipated work assignments:

1. EPA Assessment Grant Management: Hazardous Substances
2. EPA Assessment Grant Management: Petroleum
3. EPA Grant Management: Revolving Loan Fund
4. EPA Grant Management: Morris Canal Multipurpose Grant
5. EPA Grant and Other Application Preparation
6. EPA Cooperative Agreement Preparation
7. Other environmental and brownfield support activities as mutually agreed upon.

Scope of services includes:

- A. Grant Management to ensure compliance with funder programmatic requirements to include:
 - o Comply with EPA reporting requirements by preparing submission ready quarterly reports, grant drawdown requests, site specific reporting into EPA's ACRES database, MBE/WBE utilization reports, and others as necessary.

- Assist with eligibility determinations.
 - Assist with preparation and submission of EPA grant drawdown requests (at no charge).
 - Comply with EPA technical document requirements by preparing site specific Analysis of Brownfield Cleanup Alternatives and Decision Memo documents.
- B. Community Outreach tasks to include:
- Develop outreach materials.
 - Attend stakeholder meetings.
 - Develop Community Involvement Plans.
- C. On-Scene Coordination and Owner Representation to ensure and confirm cleanups are protective, compliant with regulatory approvals, including the following services:
- Preparation and attendance at project Kick Off Meeting.
 - Contract management and contractor oversight for JCRA-contracted firms.
 - Coordination with Site Developer and oversight of Developer-contracted firms.
 - Review of remediation related project permits, deliverables and regulatory submittals.
 - Review and approval of remediated related project applications for payment.
 - Site inspections during periods of active field work and attendance at project meetings.
- D. Compliance oversight of Federal (Davis-Bacon) and New Jersey prevailing wage and labor standard requirements, including:
- On-site confirmation of work force and completion of required Davis-Bacon interviews with site workers (as required).
 - Review and approval of weekly certified payroll reports.
 - Conduct violation investigations and provide oversight of enforcement actions, as necessary.
- E. Support the JCRA RLF program, including:
- Provide fund management assistance with loan applications, loan agreement development, and related processes.
 - Coordinate with borrowers/sub-grantees to make sure their project is going smoothly and connect them to additional resources and technical assistance as necessary to ensure the project is fully funded and ultimately successful.
- F. Serve as a liaison between the USEPA, NJDEP and various other Federal, State and local agencies as necessary to further the JCRA's brownfield redevelopment objectives;
- G. Develop Request for Proposal Documents and /or bid specifications to assist with procurement needs;
- H. Provide environmental assessment and reporting services;
- I. Provide planning services; and
- J. Other support related activities as mutually agreed upon.



Costs for these services are proposed for \$52,000 using the following work assignments and BRS fee schedules. Work assignment amounts are based on historical utilization rates on prior contracts of a similar nature.

Work Assignment Estimates

Work Assignment	Work Assignment Amount
Hazardous Substances Assessment Grant	\$ 10,000
Petroleum Assessment Grant	\$ 10,000
RLF Grant	\$ 8,000
Morris Canal Greenway Grant	\$ 8,000
Grant Preparation	\$ 8,000
Misc Support	\$ 8,000
TOTAL	\$ 52,000

Billing Schedule

Position	Personnel	Hourly Rate
Principal	Michele Christina, Leah Yasenchak	\$160
Economic Analyst	Matthew Brenner	\$150
LSRP	James Charles	\$145
Professional Engineer	Jennifer Taylor	\$130
Landscape Architect	Randy Baum	\$125
Professional Planner	Katie – Rose Imbriano	\$125
Sr. Environmental Scientist	James Charles (non-LSRP)	\$125
Environmental Scientist	Alicia Flammia	\$110
Grant Writer / Manager	Laura Burnham, Alisa Goren	\$100
Support Staff	Claire Juhlmann, Susan Kolich	No Charge

Terms and Conditions:

1. No work will be performed unless directed by the Client.
2. Costs for grant preparation work assignments will be quoted and invoiced on a lump sum basis, commensurate with the level of effort needed to prepare the specific grant application.
3. Costs for time and materials work orders will be quoted and invoiced on actual number of hours and level of effort associated with performance of client requested activities. Activities conducted beyond the total contracted man-hours will constitute a contractual out of scope. The Client will only be invoiced for actual hours worked.
4. BRS's billing rates will remain the same for performance period of the contract and will not be subject to increase during this time.
5. Sub-consultants are not expected to be needed for the scope of work. In the event that additional activities are performed which would require subcontractors, subcontractor costs would contain a 10% markup.
6. Rates provided include routine telephone, copying and postage rates.
7. Significant direct costs such as travel, overnight shipping, bulk copying, etc. are not included in the hourly rates and will be invoiced as pass through costs with no markup.



8. This Agreement may be modified with the mutual consent of both parties. All modifications must be made in writing and must be signed by authorized representatives of the Client and BRS.
9. The obligation to provide services under this Agreement may be terminated by either party upon five days written notice. In the event of termination, BRS will be paid for all services rendered and reimbursable expenses incurred to the date of the termination.
10. BRS shall be entitled to use, for promotional purposes, JCRA's name, a general description of the services performed, and a general description of the project, unless requested by the JCRA not to do so.
11. BRS will generate project invoices on a monthly basis. Payment is due upon receipt of invoice. Invoices past due for 45 days or more may be subject to a 5% finance charge

If this proposal is acceptable, please sign below and return one copy. If you have any questions, please do not hesitate to call me 856-964-6456, ext 1.

Very Truly Yours,



Michele Christina

AUTHORIZATION:

Signature: _____

Date: _____

Cc: Elizabeth Garcia, JCRA
Susan Kolich, BRS
Alisa Goren, BRS



EXHIBIT A
PROPOSAL

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Board of Commissioners of the Jersey City Redevelopment Agency (the "Agency")

FROM: Diana H. Jeffrey; Executive Director

DATE: December 9, 2019

SUBJECT: This is a contract for both environmental support services to establish brownfield redevelopment programs and for obtaining and administering grants to support such programs.

This Certification is submitted to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Brownfield Redevelopment Solutions Inc. ("BRS")

Cost: Total requested not-to-exceed amount is \$52,000, to be allocated as follows: \$10,000 each for the Hazardous Substances Assessment Grant and the Petroleum Assessment Grant, \$8,000 each for the RFL Grant and the Morris Canal Greenway Grant, plus ancillary costs related to these four grants, including but not limited to \$8,000 for grant preparation and \$8,000 for miscellaneous support, all to be based on the hourly rates set forth in the proposal attached hereto as Exhibit A.

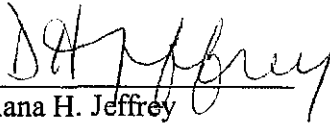
Duration: Not to exceed one (1) year

Purpose: To provide environmental support services in connection with establishing brownfield redevelopment programs, and to obtain and administer grants to support such programs

1. **Provide a clear description of the nature of the work to be done.**
See "Purpose" above and Exhibit A attached hereto.
2. **Describe in detail why the contract meets the provisions of the statute and rules:**
The scope of services requires the provider in part to serve as a specialist in brownfield grant management, grant writing, regulatory compliance and other brownfield related services for the Agency. The provider's proven track record in this specified field throughout New Jersey and the country was a critical factor to the Agency. The services are best described as a niche market, specialized and qualitative in nature requiring expertise, extensive training and proven reputation in the field of brownfield services as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(ii), a contract for rendition of extraordinary unspecifiable services.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**
In addition to the reasons set forth in response to question #2, the work may be performed by in-house and/or subcontracted professional staff that may include Licensed Site Remediation Professionals, Professional Planners, and Professional Engineers, whose expertise enhances the provider's performance of the brownfield-related services, including grant management and grant writing, above and beyond other firms without such expertise.
4. **Describe the informal solicitation of quotations:**
Brownfield Redevelopment Solutions, Inc. for a term of one (1) year for an amount not to exceed \$52,000.00.

5. I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.

Respectfully,


Diana H. Jeffrey
Executive Director

**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 30 day extension by the Executive Director; and

WHEREAS, on July 16, 2019, the Agency adopted Resolution No. 19-07-9, extending the foregoing conditional designation until October 14, 2019, subject to one 30 day extension by the Executive Director; and

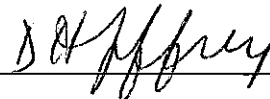
WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA, Master Redeveloper and Sub-Redeveloper desire to continue negotiations for the entry of a Sub-Redeveloper Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment 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 120 day period, subject to one 30 day extension by the Executive Director, 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 April 15, 2020, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for an additional period of up to 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 Mecca Properties.
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.



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 its Regular Meeting of December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 137

SEE SHEET 136

REVISIONS	DATE	BY	LOT
1	12-1-2004	SEE A. ANDERSON	1



mecca Properties

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

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=50' AUGUST, 2006

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED

RICHARD A. MORALIF P E P I S

SEE SHEET 126

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH MATRIX NEW WORLD, ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR A BULKHEAD ENGINEERING SERVICES IN THE BAYFRONT I 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 may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City of Jersey City (the “**City**”) purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4 (the “**Cooperation Agreement**”), the Agency is acting as the City’s agent in connection with the redevelopment of the Redevelopment Area; and

WHEREAS, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan, the Agency desires to retain the services of a bulkhead engineer from an experienced and qualified firm (the “**Bulkhead Engineer Services**”); and

WHEREAS, in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without public advertising for bids and bidding therefor; and

WHEREAS, Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (“**Matrix**”) submitted a certain Proposal for Bulkhead Engineering Consulting Services for the Bayfront I Redevelopment Area dated November 26, 2019 (the “**Proposal**”), which proposed a total cost of FIFTY THOUSAND Dollars (\$50,000.00) for all tasks listed in the Proposal; and

WHEREAS, the Agency wishes to enter into a professional services agreement with Matrix for the performance of the Bulkhead Engineer Services listed in the Proposal, for a term to expire on the earlier of one (1) year after the effective date of the professional services agreement, or until the services set forth in the Proposal are completed, and for an amount not to exceed FIFTY THOUSAND Dollars (\$50,000), payable in accordance with the cost breakdown in the Proposal; and

WHEREAS, in accordance with the LPCL, the Bulkhead Engineer Services are professional services 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:

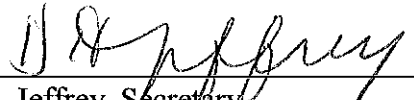
Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes a professional services agreement with Matrix to perform the Bulkhead Engineer Services listed in the Proposal, for an amount not to exceed FIFTY THOUSAND Dollars (\$50,000.00), and term of the earlier of one (1) year or until the services set forth in the Proposal are completed, 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 its Regular Meeting of December 17, 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				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 360 9 STREET LLC AS REDEVELOPER FOR CERTAIN PROPERTY IDENTIFIED AS BLOCK 6902, LOT 29, C0003, COMMONLY KNOWN AS 367 10TH STREET, IN THE ENOS JONES 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 Enos Jones Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the City has enacted the Enos Jones 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, 360 9 Street LLC (the “**Redeveloper**”) proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 6902, Lot 29, C0003, commonly known as 367 10th Street (the “**Property**”); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper specifically proposes to construct a project including a six (6) or seven (7) story building of approximately 85,000 square feet; a roof terrace; fifty-eight (58) residential rental units, four (4) units will be affordable housing; indoor parking and a surface parking lot; and

WHEREAS, on September 24, 2019, by Resolution No. 19-09-07, the Agency designated the Redeveloper as redeveloper of the Property, and authorized the negotiation of a redevelopment agreement for a period of sixty days (60) days ending on December 31, 2019, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the Agency; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until February 29, 2020, 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 February 29, 2020, which expiration date may be extended 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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of December 17, 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 AUTHORIZING THE SETTLEMENT OF LITIGATION AND EXECUTION OF A PURCHASE AND SALE AGREEMENT BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND 26-34 AETNA LLC AND 36-44 AETNA LLC FOR PROPERTY IDENTIFIED AS BLOCK 15801, LOTS 67, 68 AND 69 WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, Jersey City Redevelopment Agency (the “Agency”) was established pursuant to the provisions of 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 accordance with the criteria set forth in the Redevelopment Law, the City of Jersey City (the “City”) established an area in need of redevelopment commonly known as the Grand Jersey Redevelopment Area (the “Redevelopment Area”) and adopted and subsequently amended a redevelopment plan for the Redevelopment Area entitled the “Grand Jersey Redevelopment Plan” (as may be further amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, by Resolution No. 19-02-9 adopted on February 19, 2019, as restated by Resolution No. 19-10-7 adopted on October 15, 2019, the Board of Commissioners authorized execution of the Redevelopment Agreement (the “Redevelopment Agreement”) by and between the Agency and 8 Aetna LLC (the “Redeveloper”) for property identified on the tax maps of the City as Block 15801, Lots 67, 68, 69, owned by the Plaintiff as defined below, and a portion of Lot 66, owned by Redeveloper, all of which are privately owned (collectively, the “Private Parcels”) and Block 15801, Lot 70, which is owned by the City (the “City Parcel”; together with the Private Parcels, the “Property”); and

WHEREAS, pursuant to the Redevelopment Agreement and other agreements with Redeveloper related entities, the Agency filed a subdivision application on or about December 12, 2018, which was approved by Planning Board by Resolution #P18-2019 adopted March 26, 2019 (collectively, the “Subdivision Application”), for the subdivision of Lot 66 and certain other properties in the Redevelopment Area in regard to agreements with certain Redeveloper related entities; and

WHEREAS, the City, the Agency and the Planning Board of the City are defendants in certain lawsuits filed in the Superior Court of New Jersey, Hudson County Law Division, captioned: 26-34 Aetna LLC, et al. v. the City of Jersey City, under Docket No. HUD-L-362-18; 26-34 Aetna LLC, et al. v. Jersey City Redevelopment Agency, et al., under Docket No. HUD-L-1419-19; and 26-34 Aetna LLC, et al. v. Planning Board of the City of Jersey City, under Docket No. HUD-1-1289-19 (collectively, the “Lawsuits”), with said Lawsuits being filed by plaintiffs 26-34 Aetna LLC and 36-44 Aetna LLC (the “Plaintiff,” and together with the Agency, the “Parties”); and

WHEREAS, Plaintiff, in the Lawsuits, asserted claims arising out of the Redevelopment Plan, the Redevelopment Agreement and the Subdivision Application; and

WHEREAS, the Agency filed Answers denying all liability in connection with the Lawsuits; and

WHEREAS, the Agency does not and shall not admit liability in the Lawsuits or otherwise, but is desirous of avoiding the cost and expense of further litigation; and

WHEREAS, the Parties have negotiated settlement terms to fully and finally resolve all claims among them, including, but not limited to, all claims in the Lawsuits, in the form of Agreement for Purchase and Sale of Real Property in a Designated Redevelopment Area (the "**Purchase and Sale Agreement**"), a copy of which is on file with the Agency, pursuant to which the Agency shall agree to acquire the Private Parcels from the Plaintiffs; and

WHEREAS, the Redeveloper will be bound by joinder to all terms and conditions of the Purchase and Sale Agreement and shall be responsible for all of the Agency's costs and expenses incurred therein, including but not limited to the entirety of the purchase price for the Private Parcels; and

WHEREAS, the Agency desires to authorize the settlement of the Lawsuits, and in furtherance thereof desires to further clarify the terms of the Redevelopment Agreement, and its included Purchase and Sale Agreement(s) between the Agency and Redeveloper, to reflect the transaction contemplated in the Purchase and Sale Agreement, resulting in material changes to the terms previously negotiated (as described herein) and necessitating re-authorization from the Board of Commissioners to enter into the Redevelopment Agreement; and

WHEREAS, after review and consideration of this matter, the Board of Commissioners desires to approve the settlement terms reached by the Parties in the Purchase and Sale Agreement, at no financial cost to 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 Agency hereby approves the settlement of the Lawsuits as outlined herein and authorizes its counsel to prepare, deliver and file the requisite documents to effectuate the same.

Section 3. (a) The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Purchase and Sale Agreement and the Redevelopment Agreement and its included Purchase and Sale Agreement(s) between the Agency and Redeveloper, together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate this Resolution and to close on the sale and transfer of the Private Parcels. Said authorization includes accepting any and all associated documents from the Plaintiff, including but not limited to Deed(s) to the Private Parcels, and the execution and delivery of any documents by the Agency, required to effectuate said sale and transfer.

(b) The Chairman, Vice-Chair, Executive Director, Secretary and/or other necessary Agency officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Purchase and Sale Agreement and Redevelopment Agreement, and its included Purchase and Sale Agreement(s) between the Agency and Redeveloper, including but not limited to Deed(s) to the Private Parcels, and any other necessary documents and/or agreements between the Agency, the Redeveloper and/or the Plaintiff, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Agency. Said authorization includes accepting any and all associated documents from the City of Jersey City and/or Redeveloper and/or the Plaintiff.

(c) The Chairman, Vice-Chair, Executive Director, Secretary, General Counsel, and/or other necessary Agency officials are each hereby authorized to undertake all actions necessary to effectuate this Resolution.

(d) The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director, as previously authorized by Resolution No. SP17-05-5 adopted on May 2, 2017.

Section 4. Any and all actions taken and any and all agreements executed heretofore with respect to the transactions and agreements authorized by Resolution No. 19-02-9 and Resolution No. 19-10-7 are hereby ratified and confirmed.

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 its Regular Meeting of December 17, 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 141

SEE SHEET 140

SEE SHEET 140

SEE SHEET 157

SEE SHEET 158.04

SEE SHEET 175

SEE SHEET 190

SEE SHEET 203

SEE SHEET 159

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

SCALE 1" = 200' AUGUST 2006

RICHARD A. MORALLE, P.E., P.L.S.

T & M ASSOCIATES
111 TRINITY PLACE
NEW JERSEY 07102

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIONATO, CTA AND
ASSIGNED SERIAL NUMBER 969

SEE SHEET 216

SEE SHEET 215

APP. 11/20/2006/18/2006

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO RENEWED LEASE AGREEMENT WITH SPARKLES EVENTS, LLC FOR PROPERTY LOCATED AT BLOCK 11603, LOT 24.C0102, COMMONLY KNOWN AS 2 SECOND STREET, UNIT 102, JERSEY CITY, NEW JERSEY WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT AREA

WHEREAS, on the Jersey City Redevelopment Agency (the "JCRA") is the owner of real property located at Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").

WHEREAS, on or about October 31, 2018, the JCRA entered into a one-year written lease agreement as to the Premises, with Sparkles Events, LLC for commercial business property storage only.

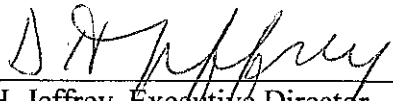
WHEREAS, the lease agreement with Sparkles Events, LLC expired on October 31, 2019.

WHEREAS, the JCRA and Sparkles Events, LLC have reached a tentative agreement, conditioned on approval by the Board of Commissioners of the JCRA, as to the renewal of the land lease agreement with Sparkles Events, LLC for an additional term of one-year to commence on about November 1, 2019. A copy of the proposed lease is attached hereto as **Exhibit A**.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The JCRA is hereby authorized to enter into a renewed one-year lease agreement with Sparkles Events, LLC.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 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 December 17, 2019.


Diana H. Jeffrey, Executive Director

<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	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2018 between the parties agree as follows:

1. **Parties.** The Parties to this Agreement are **Jersey City Redevelopment Agency**, 66 York Street, Jersey City, NJ 07302, hereinafter called **Landlord** and Sparkles Events, LLC, 2 Second Street, Jersey City, NJ 07302 hereinafter called **Tenant**.
2. **Premises.** Landlord hereby lets the following property to Tenant for the terms of this Agreement: a) the real property known as: Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").
3. **Term.** The term of this Agreement shall be for one (1) year beginning on November 1, 2019 and ending on October 31, 2019.
4. **Rent.** The total rent for said property shall be Eighteen Thousand Nine Hundred Dollars (\$18,900.00), to be paid monthly in amount of One Thousand Five Hundred Seventy Five Dollars (\$1,575.00) due and payable on the first day of each month.
5. **Permitted Use.** The Permitted Use of the Premises shall be for storage for commercial business property only and for no other purpose. No property may be stored on the leased Premises that are explosives, weapons, illegal and/or controlled dangerous substances of any kind, waste, garbage, refuse, hazardous wastes, chemicals, flammables or pollutants. Breach of this portion of the Lease shall terminate the Lease and Tenant shall be responsible for all damages sustained by Landlord. Tenant acknowledges that Landlord has no knowledge of the identity of the exact contents of the items stored by Tenant. Tenant shall not use the Premises for residential occupancy, and recognizes that, while Landlord is not making any representations regarding the condition of the Premises, or its suitability for any purpose, Landlord is leasing said property in "as is" condition for storage purposes only.
6. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon

consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Agreement or the abatement of rent.

7. **Condominium Fee.** Tenant shall be responsible for payment of all condominium fees associated with the Premises, and is responsible for payment of all such fees within thirty (30) days of issuance of invoice(s) for such fees.

8. **Security Deposit.** Tenant shall deposit with the Landlord One Thousand Five Hundred Seventy Five Dollars (\$1,575.00) to be held as security deposit. This deposit will be returned in full, including any interest acquired, when this lease expires if, after inspection by the Landlord, the premises are in the same condition as first leased.

9. **Access.** Tenant will be responsible for creating access to the property from the Tenant's Restaurant at the Tenant's sole cost and expense. Tenant will be responsible for returning the premises to its original configuration at the termination of the Lease at the Tenant's sole cost and expense.

10. **Sublet.** Tenant shall not sublease nor assign the premises.

11. **Entry.** Landlord may enter premises at reasonable times for the purpose of inspection and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give a 24-hour notice prior to such entry.

12. **Occupancy.** Tenant agrees to occupy the premises and shall keep same in good condition, reasonable wear and tear excepted, and shall not change or add locks without prior written consent of the Landlord. Tenant further agrees to notify Landlord immediately if Tenant wishes to make additional alterations.

13. **Quiet Enjoyment.** Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant further agrees not to maintain public nuisance and not to conduct business or commercial activities on the premises.

14. **Termination.** Tenant shall, upon termination of this Agreement, vacate and return the premises in the same condition that it was received, less reasonable wear and tear, and close up the access point created by the Tenant.

15. **Insurance.** The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant shall obtain at the Tenant's sole cost and expense,

Tenant's rental insurance coverage at limits sufficient to cover the value of Tenant's personal and commercial property. The Tenant shall provide Landlord with proof of Tenant's insurance. The Tenant shall obtain commercial general liability coverage in the amount of at least one million dollars (\$1,000,000), and such insurance shall cover any and all losses arising out of the Tenant's use of the leased premises and be endorsed to name the Landlord as an additional insured with respect to such coverage and shall furnish to the Landlord proof of such insurance. All insurance required to be maintained by Tenant shall be on a primary, non-contributory basis, and shall be kept in full force and effect at the sole cost and expense of the Tenant, for the entire duration of this Lease, and Renewal period as set forth in Paragraph 19, and during any Holdover period as set forth in Paragraph 20.

16. Contractual Indemnification and Waiver of Subrogation. The Tenant, its agents, independent contractors, subcontractors, employees, successors, assigns shall, at their sole expense, defend, indemnify and hold harmless the Landlord, its successors and assigns, for any and all liability, claims, losses, injuries, deaths, lawsuits, judgments, damages (whether to person or property), arising out of the acts and/or omissions of the Tenant that are in any way connected to the activities, work and/or use and occupancy of the leased premises and also the acts and/or omissions of the Landlord in any way connected to its ownership of the leased Premises. To the fullest extent permitted by law, the Tenant and/or its insurer waives the right to pursue claims against the Landlord and its insurer(s) for any and all losses, injuries, deaths, lawsuits, judgments, damages (whether to person or property), arising out of the acts and/or omissions of the Landlord in any way connected to its ownership of the leased Premises.

17. Succession. If Tenant's business is sold or leased to another entity, this Lease is binding on all parties who lawfully succeed the current Tenant. Further, the Landlord will give the security deposit the Tenant paid to the buyer who shall be responsible for its return when the Lease expires.

18. Waiver. Any waiver or modification of the condition of this Agreement shall be in writing and signed by both Landlord and Tenant.

19. Renewal. Upon giving written notice no later than sixty (60) days before the expiration of the Term, the Tenant may renew this Lease for an additional term. The Rent should be determined taking into consideration the market rent of similar premises in the market, as well as the location, use, age and size of premises. Upon giving written notice no later than sixty (60) days before the expiration of the Term, the Tenant may renew this Lease for an additional one-year term, at the discretion of the Landlord. If the Landlord chooses to renew the Lease at the Tenant's request, the Landlord may at its discretion, adjust the amount of Rent to be paid by the Tenant pursuant to Paragraph 4.

20. Holdover. Any holding over after the termination of this Lease shall be construed as creating a month-to-month tenancy.

21. Complete Agreement. This Agreement contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations and understandings. Any portion or portions of this Agreement found to be a violation of the rights or legal liberties of either party, does not nullify or void the remaining provisions of the Agreement.

22. Attorney and Attorneys' and/or Collection Fees. Attorney fees and court costs will be allowed to the Landlord, for such fees and costs it incurs in the enforcement of any provision of this Agreement.

23. Jurisdiction and Venue. This Agreement is entered into at Jersey City, New Jersey. Any venue for any court proceeding under this Agreement shall be in Hudson County Superior Court pursuant to the Rules of Court, and this Agreement shall be interpreted under the laws of the State of New Jersey.

We the undersigned, agree to this Lease:

LANDLORD

JERSEY CITY REDEVELOPMENT AGENCY

WITNESS:

Diana Jeffrey, Executive Director

TENANT

SPARKLES EVENTS, LLC

WITNESS:

DATE:_____



CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"= 200' AUGUST 2008

RICHARD A. MORALLE, P.E., P.L.S.

T&M ASSOCIATES
13 TUNNICLIFFE ROAD HUDSON COUNTY, NEW JERSEY 07030
TELEPHONE: 201-761-1100 FAX: 201-761-1101
WWW.TM-ASSOCIATES.COM

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

T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP

116

DATE		BY	LIC NO	BLOCK	LOT
16/2/19	CHARLES A. ALKINSON	33934	11603	45	
17/2/13	CHARLES A. ALKINSON	33934	11603	31.01	31.03

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO SETTLE LITIGATION IN THE MATTER OF JCRA v. CRAZY GREEK, LLC, ET AL., HUD-C-81-19 FOR PROPERTIES BLOCK 24903, LOTS 20, 21 & 22 WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, on or about July 10, 2010, the Jersey City Redevelopment Agency entered into a Redevelopment Agreement (the "RDA") with redeveloper, Crazy Greek, LLC, to undertake a redevelopment project a Block 1337, Lots 1A.99, 4.B, 38 & 39, commonly known as 115 & 121 Martin Luther King Drive and 188 & 186 Woodlawn Avenue in Jersey City, New Jersey (the "Subject Properties"); and

WHEREAS, The RDA required Crazy Greek, LLC to undertake and complete planning, construction and redevelopment of the Subject Properties by a date certain; and

WHEREAS, prior to the issuance of a Certificate of Completion, the RDA and Deed Restrictions precluded Crazy Greek, LLC from transferring title to the Subject Properties without first obtaining express written permission from the JCRA to undertake such a transfer; and

WHEREAS, the RDA precluded Crazy Greek, LLC from speculation in land holding; and

WHEREAS, prior to the issuance of a Certificate of Completion, on or about January 4, 2017, Defendant Crazy Greek, LLC sold, or otherwise caused title in the Subject Properties, to be transferred to Woodlawn Estates, LLC, without the express written consent of the JCRA; and

WHEREAS, the transfer of title in the Subject Properties was done in violation of the RDA and Deed Restrictions, as neither Crazy Greek, LLC nor Woodlawn Estates, LLC failed to obtain the express written permission for such transfer from the JCRA; and

WHEREAS, the transfer of title in the Subject Properties was done in violation of the anti-land speculation paragraph of the RDA, in that it resulted in a Crazy Greek, LLC exacting a significant profit from such transfer; and

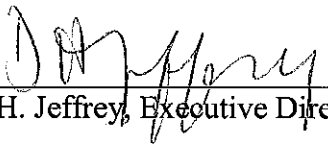
WHEREAS, on or about May 7, 2019, the JCRA filed a lawsuit against Crazy Greek, LLC and Woodlawn Estates, LLC captioned, JCRA v. Crazy Greek, et al., Docket No. HUD-C-81-19 (the "Lawsuit"), seeking, among other relief, a reversion of title to the Subject Properties and disgorgement of profits exacted by Crazy Greek, LLC as a result of the sale of the Subject Properties; and

WHEREAS, on or about December 2, 2019, counsel for all parties appeared for a settlement conference before the Honorable Jeffrey Jablonski, P.J.S.C. in Hudson County Superior Court, whereupon Crazy Greek, LLC offered \$50,000.00 and Woodlawn Estates, LLC offered \$500,000.00 to settle the claims set forth in the Lawsuit, contingent upon, among other things, the approval of the JCRA's Board of Commissioners; and

WHEREAS, the terms of the conditional settlement agreement reached with Woodlawn Estates, LLC require Woodlawn Estates, LLC to either make a written application to the JCRA for consideration to be designated as Successor Redeveloper of the Subject Properties; or, if it wishes to sell the Subject Properties, Woodlawn Estates, LLC must make a written request to that the JCRA consider approval of the terms of such a sale and that the potential purchaser must make a written application to the JCRA for consideration to be designated as Successor Redeveloper of the Subject Properties.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The JCRA shall endeavor to negotiate and enter into a release and settlement agreement with Crazy Greek, LLC, wherein Crazy Greek, LLC will be provided a release from all past and future liability regarding any claim that could have been asserted against it in the Lawsuit, in exchange for Crazy Greek, LLC's payment to the JCRA of \$50,000.00.
- 3) The JCRA shall endeavor to negotiate and enter into a release and settlement agreement with Woodlawn Estates, LLC, wherein Woodlawn Estates, LLC will be provided a release from all past and future liability regarding any claim that could have been asserted against it in the Lawsuit, in exchange for Woodlawn Estates, LLC's payment to the JCRA of \$500,000.00.
- 4) The JCRA shall consider either Woodlawn Estates, LLC's written application to be designated as Successor Redeveloper of the Subject Properties, or if Woodlawn Estates, LLC wishes to sell Subject Properties, the Agency shall consider Woodlawn Estates, LLC's written request for approval of the terms of such a sale and the potential purchaser's written application for consideration to be designated as Successor Redeveloper of the Subject Properties.
- 5) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the JCRA are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 6) This Resolution shall take effect immediately.



Diana H. Jeffrey, Executive Director

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of December 17, 2019.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH LWDMM ARCHITECTS FOR ARCHITECTURAL SERVICES AT AGENCY OWNED PROPERTY LOCATED AT 292 MARTIN LUTHER KING DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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 Jersey City Redevelopment Agency (the “**Agency**”) requires architectural services from time to time; and

WHEREAS, the Agency owns the property identified as Block 23202, Lot 79 on the official tax maps of the City of Jersey City, also known as 292 Martin Luther King Drive (the “**Property**”) in the Jackson Hill Redevelopment Area; and

WHEREAS, in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without public advertising for bids and bidding therefor; and

WHEREAS, the Agency has determined that it is necessary to engage professional architectural services in the renovation of the building on the Property; and

WHEREAS, LWDMM Architects (“**LWDMM**”) has submitted that certain Proposal for Architectural Services dated December 12, 2019, which is on file with the Agency, to provide ongoing architectural services in connection with completion of the ongoing renovation of the building on the Property; and

WHEREAS, the Agency has reviewed the Proposal and recommends authorizing a professional services contract with LWDMM for professional architectural services (the “**Contract**”) in an amount not to exceed the Nine Hundred and Forty Dollars (\$940.00) and for a term to expire either on March 31, 2020 or upon completing the aforementioned renovation, whichever occurs earlier; and

WHEREAS, notice of the award of the Contract shall be published in an official newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

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

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

Section 2. The Agency hereby awards the Contract to LWDMR for professional architectural services in an amount not to exceed the Nine Hundred and Forty Dollars (\$940.00) and for a term to expire either on March 31, 2020 or upon completing renovation of the structure on the Property, whichever occurs earlier.

Section 3. The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the Contract, subject to the terms and conditions set forth in the Agency's form professional services agreement, and any and all other documents necessary to effectuate this Resolution, all in consultation with counsel.

Section 4. The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL.

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 held on December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 18-11-RN2 WITH
TARGET FIRE PROTECTION FOR FIRE PROTECTION AND
PLUMBING IMPROVEMENTS AT AGENCY-OWNED
PROPERTY LOCATED AT 292 MARTIN LUTHER KING JR.
DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

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

WHEREAS, the City has enacted the Jackson Hill 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, the Jersey City Redevelopment Agency (the “**Agency**”) owns certain property located within the Redevelopment Area commonly known as 292 Martin Luther King Jr. Drive (the “**Property**”), and is currently rehabilitating the three-story structure on the Property; and

WHEREAS, the Agency entered into that certain Contract No. 18-11-RN2 dated January 22, 2019 and Change Order #1 to Contract No. 18-11-RN2 (collectively, the “**Original Contract**”) with Target Fire Protection (the “**Company**”) to complete fire protection and plumbing improvements at the Property as further described in the Original Contract; and

WHEREAS, the Original Contract is set to expire on January 21, 2020; and

WHEREAS, the Agency wishes to authorize a First Amendment to the Original Contract (the “**First Amendment**”) for the purpose of extending the expiration date of the Original Contract to March 31, 2020 in order for the Company to complete fire protection work at the Property as required by the City fire inspector; and

WHEREAS, except as authorized herein, all other terms and conditions of the Original Contract shall remain in full force and effect, including but not limited to the previously authorized not-to-exceed aggregate amount of \$19,110.00, which, in accordance with *N.J.S.A. 40A:11-3*, does not exceed the Agency’s public bid threshold of \$40,000.00,

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 First Amendment to allow for an extension of the expiration date of the Original Contract to March 31, 2020.

Section 3. Except as authorized herein, all other terms and conditions of the Original Contract shall remain unchanged and in full force and effect, including but not limited to the previously authorized not-to-exceed amount.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a First Amendment to Contract No. 18-11-RN2 and to execute any and all other 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 December 17, 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	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

CONTRACT NO. 18-11-RN2

THIS CONTRACT NO. 18-11-RN2 (the “Contract”), entered into as of this ____ day of December, 2018 (the “Effective Date”), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the “Agency”), and **TARGET FIRE PROTECTION INC.**, a corporation of the State of New Jersey with offices at 321 Changebridge Road, Pine Brook, New Jersey 07058 (the “Contractor”; together with the Agency, the “Parties”; each, a “Party”).

W I T N E S S E T H :

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, and the Jackson Hill Redevelopment Plan (the “Plan”), the Agency requires property maintenance services from time to time; and

WHEREAS, the Agency is the owner of certain property identified as Block 23202, Lot 79 on the official tax maps of the City of Jersey City (the “City”), commonly known as 292 Martin Luther King Drive (the “Property”), which Property is located within the Jackson Hill Redevelopment Area as set forth more particularly in the Plan; and

WHEREAS, the Agency is currently rehabilitating the three-story structure on the Property, which requires certain fire protection improvements, including related plumbing work; and

WHEREAS, on November 2, 2018, the Contractor submitted to the Agency that certain proposal for Phase 2 Rehab & Build-Out, attached hereto as **Exhibit A** (the “Proposal”); and

WHEREAS, Agency staff reviewed the Proposal and found it to be fair and equitable; and

WHEREAS, the Agency desires to engage the Contractor to install certain fire protection improvements and perform related plumbing work on the Property in accordance with the Proposal; and

WHEREAS, execution of this Contract in an amount not to exceed Sixteen Thousand Five Hundred Eighty-Five Dollars (\$16,585.00) was authorized by the Board of Commissioners of the Agency by Resolution No. 18-11-11 on November 28, 2018, attached hereto as **Exhibit B**; and

WHEREAS, in accordance with *N.J.S.A. 40A:11-3* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”), the amount of the contract does not exceed the Agency’s public bid threshold of \$40,000.00.

NOW, THEREFORE, the Agency and the Contractor, for the consideration and under the conditions hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, do agree as follows:

SECTION 1 – PURPOSE OF CONTRACT

The purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Contractor installing fire protection improvements and performing related plumbing work on the Property.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

1. The Contractor shall perform all of the services set forth in the Proposal (the “Services”).
2. Performance of the Services shall not be materially different from, or more or less extensive, than those specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and the Contractor. Any modifications which may result in increasing the authorized amount as set forth in Section 3(1) hereunder shall require the prior authorization of the Agency’s Board of Commissioners, and shall in all cases be conditioned upon the availability of funds.
3. In performing the Services, the Contractor shall operate as and have the status of an independent contractor, and shall not act as an agent or employee of the Agency. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the Services.
4. The Contractor shall perform the Services in a workmanlike manner with the degree of skill and care that is ordinarily exercised under similar circumstances by members of the respective industry performing the kind of work being performed hereunder, to assure that all work is adequate and appropriate for the purposes intended hereunder.
5. The Contractor shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks and proposed completion dates therefor.
6. The Contractor shall provide regular reports to the Agency, at least monthly, describing at a minimum the Services performed on the Property, anticipated upcoming tasks, any problems encountered in rendering the Services and the total charges accrued by the Agency from the Effective Date through the date of such report.
7. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

1. Compensation paid by the Agency to the Contractor for the performance of the Services shall not exceed Sixteen Thousand Five Hundred Eighty-Five Dollars (\$16,585.00). Such compensation shall include all overhead costs and basic support services incurred by the Contractor.

2. Prior to engaging in work that may expand the scope of the Services, the Contractor shall submit to the Agency, in writing, a request to perform the additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional services. The Contractor shall not proceed with any work that expands the scope of the Services without obtaining the prior, written consent of the Agency.
3. The Contractor shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor. The Contractor understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

1. The Contractor shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by the Contractor for all Services required hereunder.
 - A. **Commercial General Liability Coverage.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance insuring against any and all liability arising out of Contractor's services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Such policy shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - B. **Workers' Compensation Insurance.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Contractor with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize the Contractor as its employee and will not be responsible for any workers' compensation claims filed against the Contractor. The Contractor shall have no status relative to the Agency other than that of independent contractor.

- C. **Automobile Liability Coverage.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability.
2. The following riders shall be made a part of the policies described above:
- i. With respect to commercial general liability insurance and automobile insurance, Contractor shall obtain endorsements naming the Agency and the City as additional insureds, and providing that such insurance is primary insurance over any other insurance maintained by the Agency and the City, and that any other insurance maintained by the Agency and the City is excess and non-contributing insurance with the insurance required to be obtained by Contractor. Such coverage shall be written to include coverage for the negligent acts or omissions of the Agency and the City. Such coverage shall also include a waiver of subrogation in favor of the Agency and the City, where allowed by law.
 - ii. All certificates shall name the Agency and the City of Jersey City as additional insureds, with the exception of the workers' compensation policy, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed.
 - iii. The presence of employees of the Agency on the site where the Services will be performed shall not invalidate the policy of insurance.
 - iv. The policies shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Contractor or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Contractor and to the Agency.
3. Before commencing the Services, the Contractor shall furnish the Agency with all certificates of such insurance policies required by this Contract.
4. The Contractor agrees to procure, purchase and maintain insurance of the kinds and in the amounts set forth herein with insurance companies authorized to do business in the State of New Jersey, and rated A or better in Best's Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTION 5 – TERMINATION

1. The Agency reserves the right to terminate this Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to the Contractor of such termination and specifying the effective date therefor. In such case, the Contractor shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.

2. If the Agency terminates this Contract due to the fault of the Contractor, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from the Contractor is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication. The Parties shall discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this Contract shall be brought either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 – INDEMNITY

The Contractor shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the City of Jersey City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or City and their respective employees, officers, commissioners, directors and officials may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting from any negligent error, omission, or act of the Contractor, or its officers, employees, contractors or agents, in the performance of this Contract.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate on the first (1st) anniversary of the Effective Date, unless extended or renewed by the Parties in accordance with applicable law or unless terminated by the Agency before the applicable expiration date in accordance with Section 5 herein.

SECTION 9 – ADDITIONAL TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, with pertinent provisions attached hereto as Exhibit C, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, *N.J.S.A. 10:2-1* through *N.J.S.A. 10:2-4*, with all amendments thereto, attached hereto as Exhibit D.

SECTION 10 – CONFIDENTIALITY

In the course of performing the Services, the Contractor may gain access to nonpublic and confidential information. The Agency requires the Contractor to maintain the confidentiality of such information both during and after the course of the Contractor's work with the Agency. The Contractor shall implement appropriate procedures to ensure the protection of all such information.

SECTION 11 – ENTIRE CONTRACT

This Contract and all exhibits attached hereto constitute the entire agreement between the Agency and the Contractor with respect to the subject matter hereof. This Contract supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 12 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Contract are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions.

SECTION 13 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

SECTION 14 – NOTICE

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses above set forth, or such other address as a Party may designate in writing.

SECTION 15 – GOVERNING LAW

This Contract shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

SECTION 16 – CONFLICTS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract shall control.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and the Contractor have entered into this Contract as of the Effective Date.

ATTEST:

TARGET FIRE PROTECTION, INC.

By: _____

Name:

Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

By: _____

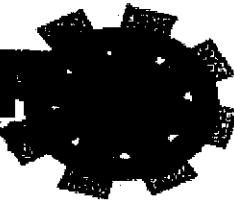
Diana Jeffrey

Executive Director

EXHIBIT A

**PROPOSAL FOR
292 MARTIN LUTHER KING DRIVE**

TARGET FIRE PROTECTION



May 23, 2017
Revised, 10-03-17
Revised, 11/2/18

Proposal for:

Bernard Shivers

Bee's Construction

349 Ocean Avenue Jersey City, NJ 07305

O. 201-885-2051 – F. 551-222-4751

bconstruction30@yahoo.com

Project:

Phase 2- Rehab & Build-out
292 Martin Luther King Drive
Jersey City, NJ

Dear Robert:

We wish to present our proposal of \$26,410.00 plus tax to perform the following maintenance/repair work at your facility.

Scope of work:

Install a new 4" riser assembly with backflow preventer per JCMUA requirement.

Install 4" black pipe schedule 10 to feed first, second and third floor per plan.

Provide glycol anti-freeze loop system to protect the rear extension of first floor.

Provide glycol anti-freeze loop system to protect the of 3rd floor

Install missing heads at 2nd and 3rd floor apt bathrooms.

Install a missing head at basement as required (adjacent to HVAC duct)

Adjust sprinkler heads lower and high with the ceiling as required.

Open and close ceiling, wall patching and painting by others.

Drawings, as build and permit fee are not included,

Target is not responsible for any underground test, if required test by others.

Target is not responsible if any damage occurs at the time perform the water test.

This work is based on prevailing wage rate.

Target will perform backflow certification.

Payments: 10% when signed the proposal, 50% when start the work, 30% when finish the work and revised by contractor and 10% for final inspection.

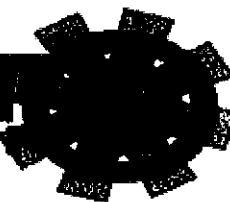
All the scope of work is based on FP-1 of 2 drawings, dated 04-22-14 supply C&M Design.

Add & Alternate: 3,200.00 update drawings and calculation with current water flow

Office 855 852 2860 - Office 973-396-8599 - Fax 973-396-8596
321 Changebridge Road Pine Brook, NJ 07058- 821 Resica Falls Road East Stroudsburg, PA

WWW.targetfireprotection.com

TARGET FIRE PROTECTION



This price will include labor and material to make said installation, which will conform to the standard of the National Fire Protection Association. Permit fees to be paid by the buyer.

Should you have any questions regarding this proposal please feel free to call our office at your convenience, and thank you for considering TARGET FIRE PROTECTION for your fire protection needs.

Sincerely,

Marcos Leite

Estimator

Accepted By: _____ Title: _____

Print Name: _____ Date: _____

Target Fire Protection, Inc accepts Credit Cards (Visa, MasterCard, American Express, and Discover). Please be advised that a Processing Fee of 3.5% will be added to the invoice.

Office 855 852 2860 - Office 973-396-8599 - Fax 973-396-8596
321 Changebridge Road Pine Brook, NJ 07058- 821 Resica Falls Road East Stroudsburg, PA
WWW.targetfireprotection.com

EXHIBIT B

**RESOLUTION NO. 18-11-11 OF THE
JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
CONTRACT WITH TARGET FIRE PROTECTION FOR FIRE
PROTECTION AND RELATED PLUMBING WORK AT 292
MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON
HILL REDEVELOPMENT AREA**

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

WHEREAS, the City has enacted the Jackson Hill 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, the Jersey City Redevelopment Agency (the "Agency") owns certain property located within the Redevelopment Area commonly known as 292 Martin Luther King Jr. Drive (the "Property"), and is currently rehabilitating the three-story structure on the Property; and

WHEREAS, the Property requires certain fire protection improvements, including related plumbing work; and

WHEREAS, the Agency has received a proposal from Target Fire Protection for \$16,585.00 to perform the work; and

WHEREAS, in accordance with *N.J.S.A. 40A:11-3*, the amount of the contract will not exceed the Agency's public bid threshold of \$40,000.00,

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

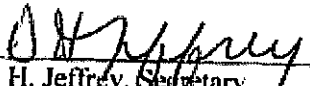
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Executive Director is hereby authorized to enter into a contract with Target Fire Protection for fire protection improvements and related plumbing work at the Property, in a contract amount not to exceed \$16,585.00.

Section 3. The Chairman, Vice-Chairman, 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.

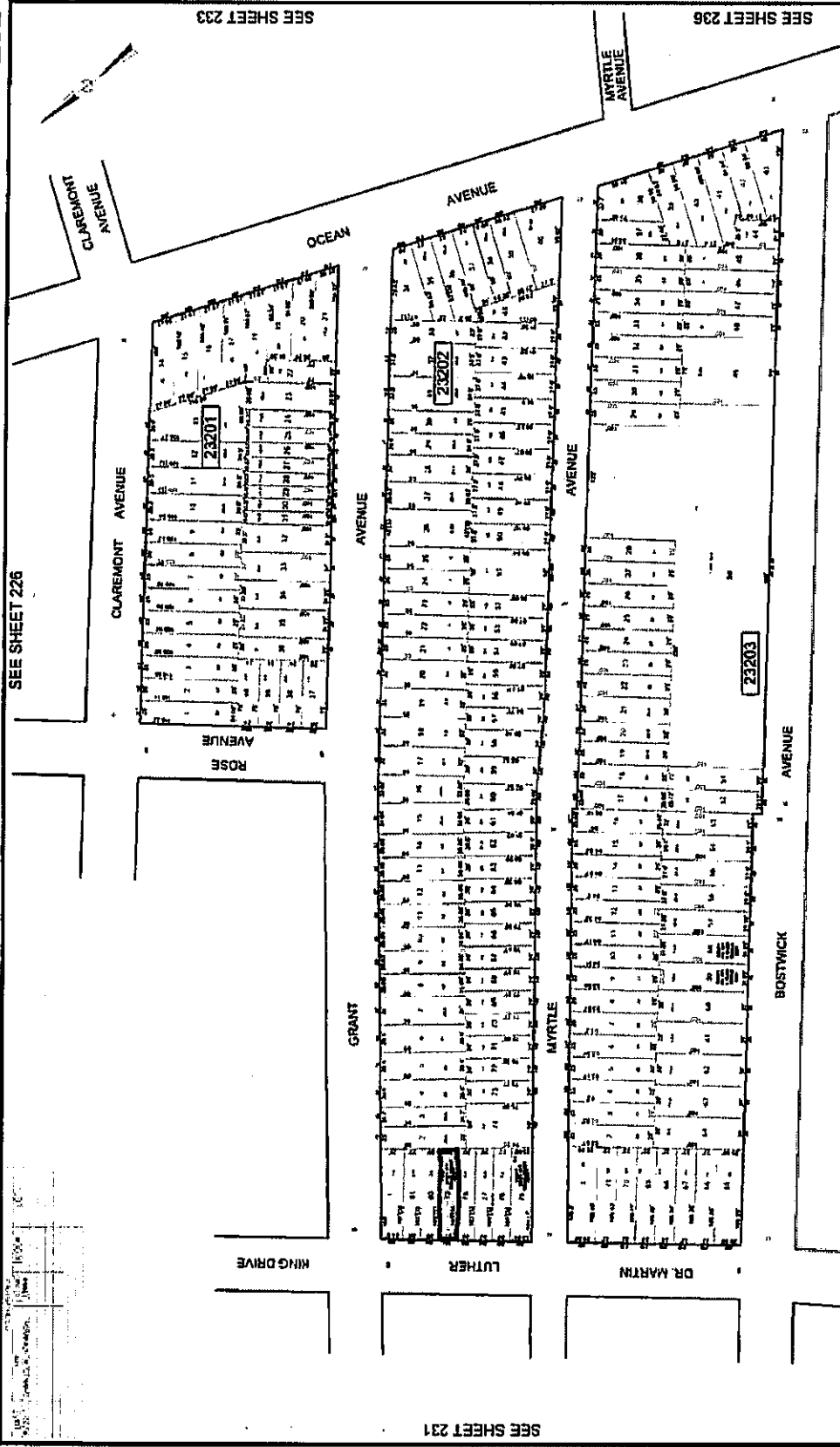
Section 4. This resolution shall take effect immediately.

Resolution No. 18-11- 11


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 November 28, 2018.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Farmer				✓
Erna D. Greene	✓			
Rolando R. Lavarro, Jr.	✓			
Darwin R. Ona				✓
Daniel Rivera	✓			



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
2009
BY RICHARD A. MORALE, P.E., P.L.S.
11 THOMAS ST. 2ND FLOOR
JERSEY CITY, NJ 07310

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

EXHIBIT C

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

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

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

EXHIBIT D

STATUTE PROHIBITING DISCRIMINATION IN EMPLOYMENT IN PUBLIC CONTRACTS

N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4

Antidiscrimination Provisions

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 15TH AND GROVE, JC, LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 7102, LOT 7 OTHERWISE KNOWN BY THE STREET ADDRESS OF 613 GROVE STREET AND BLOCK 7103, LOTS 12-17 OTHERWISE KNOWN BY THE STREET ADDRESS OF 610-620 GROVE STREET LOCATED WITHIN THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City of Jersey City (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 Light Rail Redevelopment Area (the “Redevelopment Area”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Jersey Avenue Light Rail Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, certain properties identified on the City’s tax maps as Block 7102, Lot 7, commonly known as 619 Grove Street (the “Saint Lucy Parcel”) and Block 7103, Lots 12-17, commonly known as 610-620 Grove Street (the “Public Benefit Parcel”; together with the Saint Lucy Parcel, the “Property”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on February 19, 2019, by Resolution No. 19-02-14, the Agency designated 15th and Grove JC, LLC (the “Redeveloper”) as redeveloper of the Property to allow time for the parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property, which designation was last extended by the Agency by Resolution No. 19-07-13 adopted on July 16, 2019; and

WHEREAS, in accordance with the Redevelopment Plan the Redeveloper is required to construct certain community benefits on the Public Benefit Parcel consisting of a five (5) story shelter building with a total area of approximately 56,000 square feet containing community space, space for administrative and counseling services, and a homeless shelter with at least 150 permanent beds, at least 5 units of transitional housing and at least 15 units of supportive housing (the “Shelter and Community Space Portion”), which is intended to be owned and operated by Catholic Charities of the Archdiocese of Newark, a nonprofit corporation of the State of New Jersey; and

WHEREAS, the Redeveloper also proposes to construct on the Saint Lucy Parcel a twenty-three (23) story mixed-use residential building with five (5) stories of vehicle parking, 444 residential units on the remaining eighteen (18) floors, a 3,750 square foot lobby, 6,250 square feet of commercial space on the ground floor, and approximately 18,500 square feet of indoor and outdoor amenity space (the “Mixed-Use Portion”; together with the Shelter and Community Space Portion, the “Project”); and

WHEREAS, thirteen (13) residential units in the Mixed-Use Portion shall be maintained and deed-restricted as “Moderate Income Housing,” meaning such units shall be available to households earning at or below eighty percent (80%) of the area median income for Hudson County, New Jersey, as promulgated and published annually by the U.S. Department of Housing and Urban Development, and the remaining 431 units shall be maintained as market rate housing in accordance with the Plan; and

WHEREAS, the Agency now wishes to authorize the execution of a redevelopment agreement with the Redeveloper (the "**Redevelopment Agreement**") for the redevelopment of the Property with the Project, all as further described in the Redevelopment Agreement and in accordance with the Redevelopment Plan,

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 Redevelopment Agreement, in substantially the form on file with the Agency, 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.


DIANA H. JEFFREY, SECRETARY

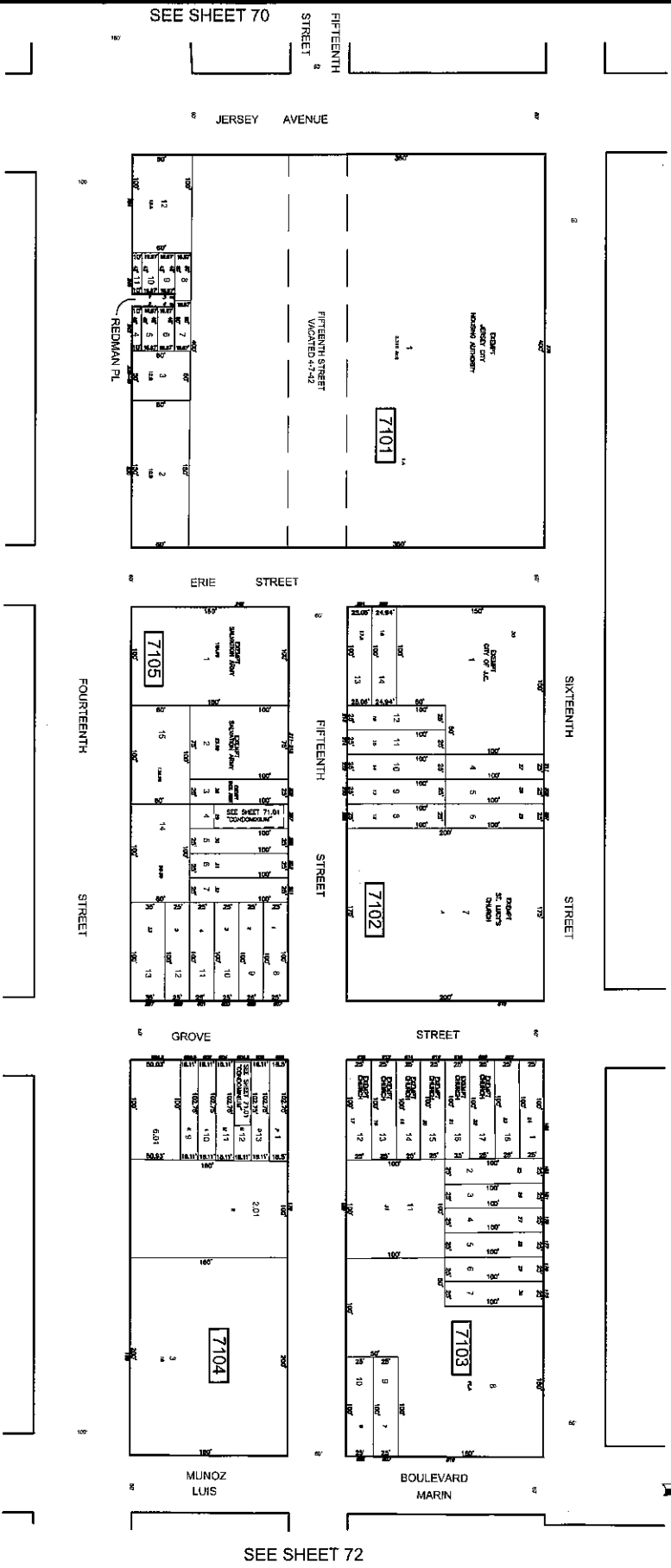
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on December 17, 2019.

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	✓			

REVISIONS			
DATE	BY	REVISION	DATE
07/20/09	JOHN A. MORALE	1.00	07/20/09
07/20/09	JOHN A. MORALE	1.01	07/20/09
07/20/09	JOHN A. MORALE	1.02	07/20/09
07/20/09	JOHN A. MORALE	1.03	07/20/09
07/20/09	JOHN A. MORALE	1.04	07/20/09
07/20/09	JOHN A. MORALE	1.05	07/20/09
07/20/09	JOHN A. MORALE	1.06	07/20/09
07/20/09	JOHN A. MORALE	1.07	07/20/09
07/20/09	JOHN A. MORALE	1.08	07/20/09
07/20/09	JOHN A. MORALE	1.09	07/20/09
07/20/09	JOHN A. MORALE	1.10	07/20/09
07/20/09	JOHN A. MORALE	1.11	07/20/09
07/20/09	JOHN A. MORALE	1.12	07/20/09
07/20/09	JOHN A. MORALE	1.13	07/20/09
07/20/09	JOHN A. MORALE	1.14	07/20/09
07/20/09	JOHN A. MORALE	1.15	07/20/09
07/20/09	JOHN A. MORALE	1.16	07/20/09
07/20/09	JOHN A. MORALE	1.17	07/20/09
07/20/09	JOHN A. MORALE	1.18	07/20/09
07/20/09	JOHN A. MORALE	1.19	07/20/09
07/20/09	JOHN A. MORALE	1.20	07/20/09

SEE SHEET 60

SEE SHEET 61



SEE SHEET 70

SEE SHEET 72

SEE SHEET 87

800 - 200-200-200-200

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 MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2008
RICHARD A. MORALE, P.E., P.L.S.
11 TINDALL
NEW JERSEY 07102

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 342 JOHNSTON EQUITIES LLC FOR PROPERTY LOCATED AT BLOCK 17506, LOT 11 OTHERWISE KNOWN BY THE STREET ADDRESS OF 342 JOHNSTON AVENUE WITHIN THE LAFAYETTE PARK REDEVELOPMENT AREA

WHEREAS, pursuant to N.J.S.A. 40A:12A-11 of the Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq.), as amended and supplemented ("**Redevelopment Law**"), the Jersey City Redevelopment Agency ("**JCRA**") is established as an instrumentality of the City of Jersey City ("**the City**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-5, the City designated a delineated area as an area in need of redevelopment known as the Lafayette Park Redevelopment Area ("**Redevelopment Area**") and adopted the Lafayette Park Redevelopment Plan ("**Redevelopment Plan**"), as amended, which is on file with the Office of the City Clerk; and

WHEREAS, on October 15, 2019, pursuant to Resolution No. 19-10-14, the Redeveloper was conditionally designated the redeveloper of Block 17506, Lot 11 (342 Johnston Avenue) within the Redevelopment Area ("**the Property**"); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper agrees to construct an eight (8) story mixed use building including fifty five (55) residential units consisting of thirty one (31) one bedroom units, six (6) of which shall be affordable, and twenty four (24) two bedroom units, three (3) of which shall be affordable, for a total of nine (9) affordable units, approximately 2,371 square feet of retail space, 403 square feet of resiliency space, roof deck, ground floor bike room, swimming pool, gym, and thirteen (13) parking spaces ("**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 ("**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, as follows:

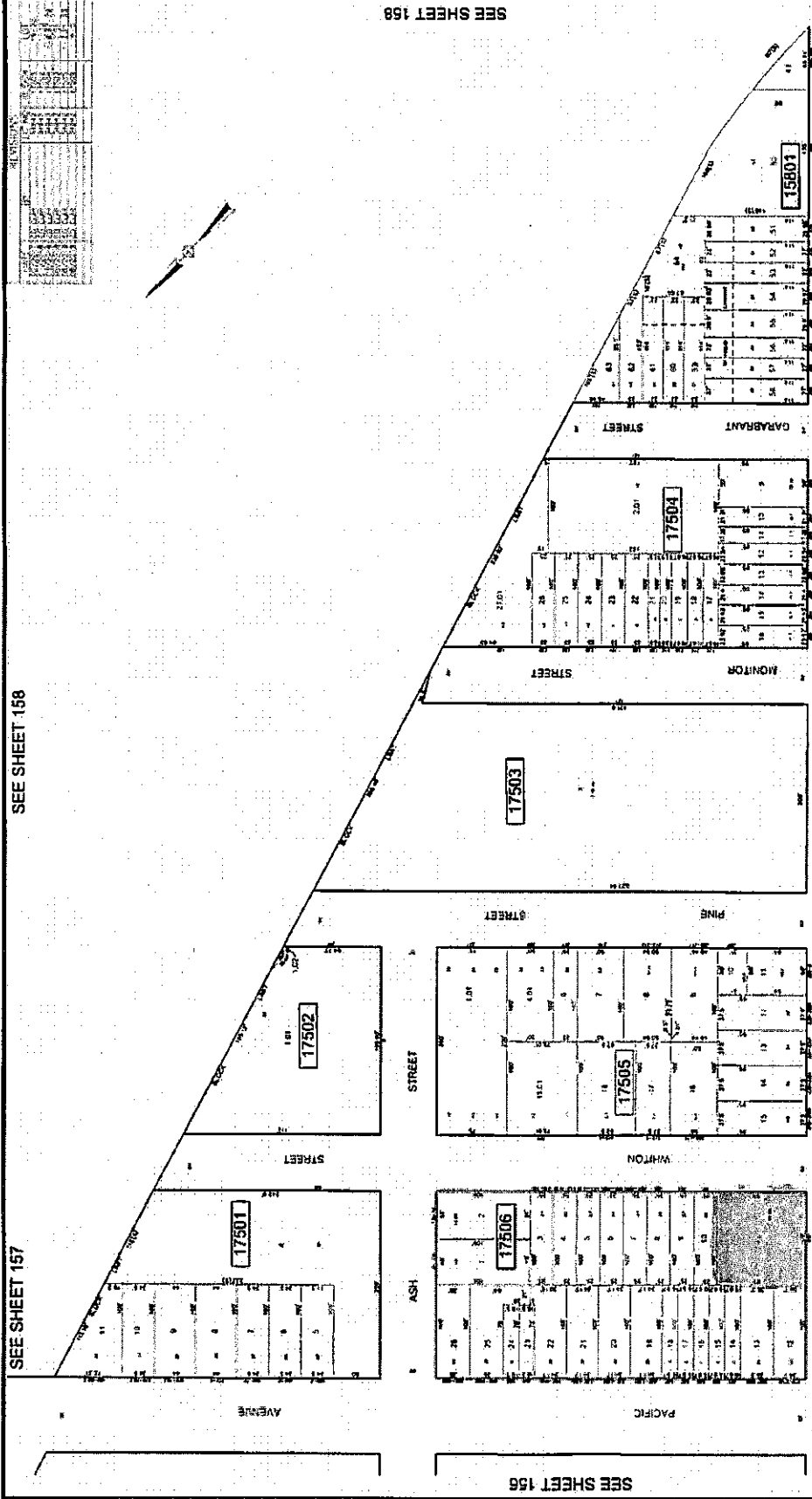
1. The above recitals are incorporated by reference as if fully set forth herein.

2. The Agency hereby approves its entry into a Redevelopment Agreement with 342 Johnston Equities LLC, in substantially the form as is on file with the Agency.
3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.
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 JCRA.
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 their Regular Meeting of December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			



TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE 1" = 50'
 AUGUST 2009
 RICHARD A. MORALLE, P.E., P.L.S.
 11 TREAD ROAD, MOORELAND TOWNSHIP
 NEW JERSEY, 07043

THIS MAP HAS BEEN GIVEN A
 FORMAL CERTIFICATION BY THE
 DIVISION OF TAXATION
 MAY 2008, SIGNED
 BY SANTO C. DUCATO, CT.AND
 ASSIGNED SERIAL NUMBER 059

SEE SHEET 158

SEE SHEET 190

SEE SHEET 157

#15

Withdrawn

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDERS WITH CME ASSOCIATES FOR ENGINEERING SERVICES AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, the City has enacted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time) in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) owns certain property located within the Redevelopment Area identified as Block 18901, Lot 1.01, commonly known as Berry Lane Park (the “Property”), and is currently constructing a skate park and a pavilion on the Property; and

WHEREAS, the Agency has previously entered into Contract No. 19-05-DN3 (the “**Skate Park Contract**”) in an amount not to exceed \$79,722.00 (the “**Initial Skate Park Amount**”) with CME Associates (the “Company”) to perform professional engineering services in connection with the design and construction of the skate park at the Property as further described in the Contract; and

WHEREAS, the Agency has previously entered into Contract No. 19-05-DN2 (the “**Pavilion Contract**”) in an amount not to exceed \$159,920.00 (the “**Initial Pavilion Amount**”) with the Company to perform professional engineering services in connection with the design and construction of the pavilion at the Property as further described in the Contract; and

WHEREAS, in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the subject matter of the Skate Park Contract and the Pavilion Contract is professional services and therefore such contracts were awarded without competitive bidding; and

WHEREAS, in connection with the Skate Park Contract, the Agency wishes to authorize a change order #1 in the amount of \$12,399.15 (the “**Skate Park Change Order #1**”), for a total Skate Park Contract amount of \$92,121.15 in order to obtain time-lapse videos of the skate park construction, as set forth in a quote provided by the Company dated December 9, 2019 (the “**Scope of Work**”); and

WHEREAS, in connection with the Pavilion Contract, the Agency wishes to authorize a change order #1 in the amount of \$12,399.15 (the “**Pavilion Change Order #1**”), for a total Pavilion Contract amount of \$172,319.15 in order to obtain time-lapse videos of the pavilion construction, as set forth in the Scope of Work; and

WHEREAS, the sum of all change orders for the Skate Park Contract do not exceed twenty percent of the Initial Skate Park Amount; and

WHEREAS, the sum of all change orders for the Pavilion Contract do not exceed twenty percent of the Initial Pavilion Amount,

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

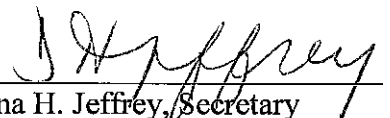
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. Skate Park Change Order #1 is hereby approved, for a total Skate Park Contract amount of \$172,319.15.

Section 3. Pavilion Change Order #1 is hereby approved, for a total Pavilion Contract amount of \$92,121.15.

Section 4. 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 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 December 17, 2019.

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



JOHN H. ALLGAIER, 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
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

December 9, 2019

Jersey City Redevelopment Agency
66 York Street – 3rd Floor
Jersey City, NJ 07302

Attn: Diana Jeffrey
Executive Director

**RE: Berry Lane Park – Phase V
Pavilion and Site Improvements
Jersey City, New Jersey
JCRA Contract No.: 18-05-BD5
Our File: PJC00200.01**

**Berry Lane Park – Phase VI
Skate Park and Site Improvements
Jersey City, New Jersey
JCRA Contract No.: 18-06-DJ08
Our File: PJC00200.03**

Dear Ms. Jeffrey:

Pursuant to your office's request, we have obtained a quote from EarthCam, Inc. to create time-lapse videos for the above referenced projects.

As you are aware, EarthCam prepared a time-lapse video for the previous phases of the improvements to Berry Lane Park. As part of EarthCam's proposal, they will provide solar powered batteries and installation services, live video burst, custom embeddable interface for public web page, project management integration, and edited time lapse video for both projects. EarthCam can provide these services for a fee of **\$24,798.30** for a three (3) month period at the pavilion project, and a two (2) month period at the Skatepark. If the duration of the construction exceeds the above referenced time periods, there will be a monthly fee of **\$412.50** until completion.

Please note, EarthCam has informed our office that there is a year-end shipping cut off of **December 13, 2019**. If the camera's aren't ordered prior to this deadline, there will be significant delays.

If the terms of EarthCam's proposal are acceptable to the JCRA, our office will retain them as a sub-consultant and amendment of our existing contract with the JCRA will be required.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,
CME Associates


David J. Samuel, PE
Managing Partner

DJS/RJR/DM

cc: Daniel Nazario, Jr., JCRA

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
PROFESSIONAL SERVICES AGREEMENT WITH BROWNFIELD
SCIENCE AND TECHNOLOGY, INC. FOR ENVIRONMENTAL
SERVICES FOR PROPERTY LOCATED AT BLOCK 25804, LOT
17.01 OTHERWISE KNOWN BY THE STREET ADDRESS OF 455
OCEAN AVENUE IN THE TURNKEY 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 may be amended and/or supplemented from time to time; and

WHEREAS, the Agency has a need for ongoing environmental services with respect to ongoing groundwater investigation at property identified as Block 25804, Lot 17.01, commonly known as 455 Ocean Avenue (the “Property”) within the Turnkey Redevelopment Area; and

WHEREAS, Brownfield Science and Technology Inc. (“BSTI”) is currently engaged in performing groundwater investigation and monitoring (the “Professional Environmental Services”) at the Property; and

WHEREAS, BSTI has provided a proposal dated December 6, 2019 to the Agency to complete the Professional Environmental Services in the 2020 calendar year; and

WHEREAS, the Agency wishes to enter into a Professional Service Agreement with BSTI for a term to expire either one (1) year after the effective date of such agreement, or upon the completion of the Professional Environmental Services, whichever is earlier, and for a contract amount not to exceed Seventeen Thousand Six Hundred and Forty-Seven Dollars (\$17,647.00); and

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

WHEREAS, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, as being a contract for rendition of professional services that do not require competitive bidding; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency 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 a Professional Services Agreement with Brownfield Science and Technology Inc. for a term to expire either one (1) year after the effective date of such agreement, or upon the completion of the Professional Environmental Services, whichever is earlier, and for a contract amount not to exceed Seventeen Thousand Six Hundred and Forty-Seven Dollars (\$17,647.00), all subject to the terms and conditions of the Agency's form professional services agreement.

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

Section 4. The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL.

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 held on December 17, 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	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS			
DATE	BY	REASON	NO.
08/01/10	DAK	100	1
08/01/10	DAK	100	2
08/01/10	DAK	100	3
08/01/10	DAK	100	4
08/01/10	DAK	100	5
08/01/10	DAK	100	6
08/01/10	DAK	100	7
08/01/10	DAK	100	8
08/01/10	DAK	100	9
08/01/10	DAK	100	10

SEE SHEET 257

258

SEE SHEET 255



SEE SHEET 259

SEE SHEET 252

APN - 0046042731300

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 559

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 THIBODAU, NEW JERSEY 07746
TEL: 201-261-1111 FAX: 201-261-1112

258

SEE SHEET 251

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REJECTING PROPOSALS AND AUTHORIZING RE-ISSUANCE OF A REQUEST FOR PROPOSALS PURSUANT TO COMPETITIVE CONTRACTING FOR GRAPHIC DESIGN AND WEBSITE SERVICES FOR ALL PROJECT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) is responsible for implementing redevelopment plans and carrying out redevelopment projects in the City of Jersey City (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 furtherance of the goals and objectives of Redevelopment Law, the Agency requires graphic design and maintenance services from time to time in connection with its website (the “Website Services”); and

WHEREAS, the Agency is a contracting unit authorized to procure services in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”); and

WHEREAS, the Agency issued a request for proposals (the “RFP”) for Website Services and, on September 20, 2019, received one (1) proposal in response (the “Proposal”); and

WHEREAS, the Chief Financial Officer of the Agency has recommended that the Proposal be rejected as the Agency intends to substantially revise the specifications for the Website Services sought in accordance with *N.J.S.A. 40A:11-4.1 to 4.5* of the LPCL; and

WHEREAS, the Board of Commissioners of the Agency hereby determines that it is in the best interest of the Agency to reject said Proposal and to re-issue the RFP for the Website Services sought,

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

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

Section 2. The Proposal received for Website Services is hereby rejected pursuant to *N.J.S.A. 40A:11-4.1 to 4.5*.

Section 3. The Chairman, Vice-Chair, Executive Director, Secretary and/or Qualified Purchasing Agent of the Agency are hereby authorized to revise the specifications for Website Services and to RFP for such services.

Section 4. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary and to 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 its Regular Meeting of December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT NO. 18-08-JS4 WITH FUSION CREATIVE, INC. FOR GRAPHIC DESIGN AND WEBSITE SERVICES AS RELATES TO ALL PROJECT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body formed 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 of Jersey City (the "**City**"); and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law, the Agency requires graphic design and maintenance services from time to time in connection with its website (the "**Website Services**"); and

WHEREAS, the Agency and Fusion Creative, Inc. ("**Fusion**") entered into that certain Contract No. 18-08-JS4 dated October 16, 2018 (the "**Contract**"), as authorized by Resolution No. 18-10-28, for the term of one (1) year ("**Initial Term**"); and

WHEREAS, the Agency and Fusion entered into an agreement to extend the Initial Term of the Contract until December 31, 2019 (the "**First Additional Term**") in order to complete the ongoing request for proposals process to engage a new vendor to provide the Website Services as authorized by Resolution No. 19-10-25 dated October 15, 2019; and

WHEREAS, the Agency and Fusion wish to further extend the term of the Contract until March 31, 2020 (the "**Second Additional Term**", and together with the Initial Term and the First Additional Term, the "**Term**") in order to substantially revise the specifications for a new Request for Proposal for Website Services in accordance with *N.J.S.A.* 40A:11-4 to 4.5 and to solicit proposals for and obtain a vendor to provide Website Services; and

WHEREAS, except as authorized herein, all other terms and conditions of the Contract shall remain in full force and effect, including but not limited to the previously authorized not-to-exceed amount; and

WHEREAS, the Agency desires to memorialize such amended terms in a second amendment to the Contract,

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.

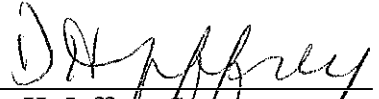
Section 2. The Board of Commissioners hereby authorizes a second amendment of the Contract to allow for an extension of the Term such that the Contract expires on March 31, 2020.

Section 3. Except as authorized herein, all other terms and conditions of the Contract shall remain in full force and effect, including but not limited to the previously authorized not-to-exceed amount.

Section 4. The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a second amendment to the Contract 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 Contract shall remain the same.

Section 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 December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING THE ANNUAL MEETING SCHEDULE AND DESIGNATING OFFICIAL NEWSPAPERS

BE IT RESOLVED by the Jersey City Redevelopment Agency (the "Agency"), that the following matters are hereby determined in accordance with the provisions of the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*:

Section 1. The regular meetings of the Agency shall be held at the Community Education and Recreation Center (CERC) at 180 Ninth Street, Room 120, Jersey City, New Jersey, on the third Tuesday of each month at 6:00 p.m., unless otherwise noted. The meeting dates for the balance of the 2020 calendar year and the beginning of 2021 are as follows:

February 18, 2020

March 17, 2020

April 21, 2020

May 19, 2020

June 16, 2020

July 21, 2020

August 18, 2020

September 15, 2020

October 20, 2020

November 10, 2020

*December 15, 2020 (Meeting begins at 5:00 p.m.)

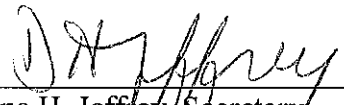
January 19, 2021

Section 2. The Agency hereby designates the following newspapers as newspapers in which its official notices may appear: The Hudson Reporter, The Jersey Journal, and The Star Ledger.

Section 3. A certified copy of this Resolution shall be posted within seven (7) days after the date of adoption in the offices of the Agency, located at 66 York Street, Floor 3, Jersey City, New Jersey, and the offices of the City of Jersey City, located at 280 Grove Street, Jersey City, New Jersey, and mailed by the Secretary to the newspapers identified in Section 2, and filed with the Clerk of the City of Jersey City.

Section 4. A copy of this Resolution shall be available for public inspection at the offices of the Agency.

Section 5. This Resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

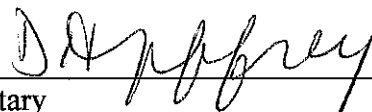
Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting of December 17, 2019.

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 Jones				✓
Erma D. Green				✓
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 DECEMBER 17, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of December 17, 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 December 17, 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 December 17, 2019

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	✓			

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
COMCAST								
COMCAST	12/17/2019	12/5/2019	8499 05 354 3697536	Business Cable - 25 Journal Square	\$550.29	\$0.00		\$550.29
				Totals for COMCAST:	\$550.29	\$0.00		\$550.29
				GRAND TOTALS:	\$550.29	\$0.00		\$550.29

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 (12/17/2019)
Include all Post Statues
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
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
Waters, McPherson, McNeil, P.C. Attorney Trust Account								
Waters, McPherson, McNeil, P.C. Attor	12/12/2019	12/11/2019	12/11/2019-248 Grov	Consent Order - Condemnation - 248 Groove S	\$300,000.00	\$0.00		\$300,000.00
				<i>Totals for Waters, McPherson, McNeil, P.C. Attorney Trust Account:</i>	<u>\$300,000.00</u>	<u>\$0.00</u>		<u>\$300,000.00</u>
				GRAND TOTALS:	\$300,000.00	\$0.00		\$300,000.00

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 (12/12/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
HUDSON CHRYSLER JEEP DOGDE								
HUDSON CHRYSLER JEEP DOGDE	11/27/2019	11/13/2019	Deposit	2019 Jeep Compass Deposit	\$3,500.00	\$0.00		\$3,500.00
				Totals for HUDSON CHRYSLER JEEP DOGDE:	\$3,500.00	\$0.00		\$3,500.00
HUDSON CHRYSLER JEEP DOGDE	11/27/2019	11/24/2019	1	Thanksgiving Event at 665 Ocean Avenue	\$290.00	\$0.00		\$290.00
				Totals for HUDSON CHRYSLER JEEP DOGDE:	\$290.00	\$0.00		\$290.00
GRAND TOTALS:					\$3,790.00	\$0.00		\$3,790.00

~~HUDSON CHRYSLER JEEP DOGDE~~
~~Thanksgiving Event at 665 Ocean Avenue~~
~~Totals for HUDSON CHRYSLER JEEP DOGDE:~~
~~\$290.00~~
~~\$0.00~~
~~\$290.00~~

GRAND TOTALS:

\$3,790.00

\$0.00

\$3,790.00

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 (11/27/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

Include all Invoice Attributes

Include all Vendor Attributes

Jersey City Redevelopment Agency
Cash Requirements Report

<u>Vendor Name</u>	<u>Due Date</u>	<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Balance</u>	<u>Potential Discount</u>	<u>Discount Expires On</u>	<u>Net Amount Due</u>
JERSEY CITY TAX COLLECTOR								
JERSEY CITY TAX COLLECTOR	12/9/2019	11/18/2019	384743-384735	Taxes - 34 & 36 Center Street	\$2,051.00	\$0.00		\$2,051.00
				Totals for JERSEY CITY TAX COLLECTOR:	\$2,051.00	\$0.00		\$2,051.00
				GRAND TOTALS:	\$2,051.00	\$0.00		\$2,051.00

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 (12/9/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
TALISHA MINCEY	11/27/2019	11/24/2019	1	Thanksgiving Event at 665 Ocean Avenue	\$290.00	\$0.00		\$290.00
TALISHA MINCEY				Totals for TALISHA MINCEY:	\$290.00	\$0.00		\$290.00
				GRAND TOTALS:	\$290.00	\$0.00		\$290.00

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: 11/27/2019 to 11/27/2019

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
JW MARRIOTT HOTEL LOS ANGELES AT L.A. LIVE								
JW MARRIOTT HOTEL LOS ANGELES	12/2/2019	12/2/2019	32MC4K2T	2019 National Conference Hotel Stay - Eliza	\$1,153.38	\$0.00		\$1,153.38
JW MARRIOTT HOTEL LOS ANGELES	12/2/2019	12/2/2019	32MC4LWJ	2019 National Conference Hotel Stay - Daniel	\$1,153.38	\$0.00		\$1,153.38
Totals for JW MARRIOTT HOTEL LOS ANGELES AT L.A. LIVE:					\$2,306.76	\$0.00		\$2,306.76
GRAND TOTALS:					\$2,306.76	\$0.00		\$2,306.76

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 (12/2/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
PHILLIPS,PREISS GRYGIEL, LLC								
PHILLIPS,PREISS GRYGIEL, LLC	11/18/2019	7/31/2019	29322	Research Work - 125 Monitor Street	\$150.00	\$0.00		\$150.00
				Totals for PHILLIPS,PREISS GRYGIEL, LLC:	\$150.00	\$0.00		\$150.00
				GRAND TOTALS:	\$150.00	\$0.00		\$150.00

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: Yesterday (1/1/18/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
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
66 YORK STREET, LLC								
66 YORK STREET, LLC	12/17/2019	12/3/2019		Rent Difference 12/1	\$122.62	\$0.00		\$122.62
66 YORK STREET, LLC	12/17/2019	12/9/2019		MOE 12/09/19	\$250.00	\$0.00		\$250.00
66 YORK STREET, LLC	12/17/2019	12/9/2019		Electric 01/20	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	12/17/2019	12/3/2019		Rent Payment 01/2020	\$9,924.00	\$0.00		\$9,924.00
				Totals for 66 YORK STREET, LLC:	\$10,945.14	\$0.00		\$10,945.14
ADMIRAL INSURANCE COMPANY								
ADMIRAL INSURANCE COMPANY	12/17/2019	12/1/2019	A00000028020 001	Deductible - Joyce McNeil	\$1,986.95	\$0.00		\$1,986.95
				Totals for ADMIRAL INSURANCE COMPANY:	\$1,986.95	\$0.00		\$1,986.95
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	12/17/2019	12/12/2019	Application #17	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	12/17/2019	12/3/2019	01/01/2020	Employee deductions PPR 01/20	\$565.44	\$0.00		\$565.44
				Totals for AFLAC:	\$565.44	\$0.00		\$565.44
ALAIMO GROUP								
ALAIMO GROUP	12/17/2019	9/30/2019	112928	Engineering Services-09/30/19 JC Greenway f	\$285.00	\$0.00		\$285.00
				Totals for ALAIMO GROUP:	\$285.00	\$0.00		\$285.00
ALARM & COMMUNICATION TECHNOLOGIES								
ALARM & COMMUNICATION TECH	12/17/2019	10/10/2019	4398-161090	Fire Alarm Monitoring - 665 Ocean Avenue	\$420.00	\$0.00		\$420.00
				Totals for ALARM & COMMUNICATION TECHNOLOGIES:	\$420.00	\$0.00		\$420.00
Apruzzese, McDermott, Mastro & Murphy								
Apruzzese, McDermott, Mastro & Murphy	12/17/2019	11/20/2019	222558	Legal Services - Employee Discipline/Alterna	\$43.79	\$0.00		\$43.79
				Totals for Apruzzese, McDermott, Mastro & Murphy:	\$43.79	\$0.00		\$43.79
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	12/17/2019	11/8/2019	4171128	Professional Services: 550 Johnston Avenue	\$1,842.50	\$0.00		\$1,842.50
ARCHER & GREINER, P.C.	12/17/2019	11/8/2019	4171125	Professional Services: Point Capital/Suydam A	\$3,107.50	\$0.00		\$3,107.50
ARCHER & GREINER, P.C.	12/17/2019	11/8/2019	4171186	Professional Services: FDAD Maple	\$7,095.22	\$0.00		\$7,095.22
ARCHER & GREINER, P.C.	12/17/2019	11/12/2019	4171650	Legal Services - General Representation	\$1,242.50	\$0.00		\$1,242.50
ARCHER & GREINER, P.C.	12/17/2019	11/8/2019	4171127	Professional Services: 61-63 Sip Avenue	\$2,892.60	\$0.00		\$2,892.60
ARCHER & GREINER, P.C.	12/17/2019	11/12/2019	4171649	Professional Services: Bakes St.	\$3,775.14	\$0.00		\$3,775.14
				Totals for ARCHER & GREINER, P.C.:	\$19,955.46	\$0.00		\$19,955.46
BLACKBAUD FUNDWARE								
BLACKBAUD FUNDWARE	12/17/2019	12/4/2019	91798811	Training FE NXT Learn Everything	\$2,904.00	\$0.00		\$2,904.00
				Totals for BLACKBAUD FUNDWARE:	\$2,904.00	\$0.00		\$2,904.00
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	12/17/2019	11/15/2019	4505	Oversight & Management for EPA Grant	\$573.75	\$0.00		\$573.75

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 S	12/17/2019	11/15/2019	4504	Oversight & Management for EPA Grant	\$928.75	\$0.00		\$928.75
BROWNFIELD REDEVELOPMENT S	12/17/2019	9/23/2019	4434	Oversight & Management for EPA Grant	\$3,685.65	\$0.00		\$3,685.65
BROWNFIELD REDEVELOPMENT S	12/17/2019	11/19/2019	4512	Oversight & Management for EPA Grant	\$2,873.75	\$0.00		\$2,873.75
BROWNFIELD REDEVELOPMENT S	12/17/2019	9/23/2019	4433	On-Call Environmental Consulting	\$1,196.25	\$0.00		\$1,196.25
BROWNFIELD REDEVELOPMENT S	12/17/2019	9/23/2019	4432	Oversight & Management for EPA Grant	\$1,962.50	\$0.00		\$1,962.50
BROWNFIELD REDEVELOPMENT S	12/17/2019	11/19/2019	4506	Progress Report No.1 and BRS	\$2,250.00	\$0.00		\$2,250.00
BROWNFIELD REDEVELOPMENT S	12/17/2019	9/23/2019	4439	Miscellaneous Grant Support	\$498.75	\$0.00		\$498.75
Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:					\$13,969.40	\$0.00		\$13,969.40
CHRISTOPHER FIORE	12/17/2019	12/16/2019	November	Travel Expenses	\$118.45	\$0.00		\$118.45
Totals for CHRISTOPHER FIORE:					\$118.45	\$0.00		\$118.45
CLERK OF THE SUPERIOR COURT	12/17/2019	9/30/2019	61-63 Sip Ave	Condemnation pf 3ft Strip of Property (Block	\$35,000.00	\$0.00		\$35,000.00
Totals for CLERK OF THE SUPERIOR COURT:					\$35,000.00	\$0.00		\$35,000.00
CME ASSOCIATES	12/17/2019	11/26/2019	0251927	Engineering Services - BLP	\$11,400.50	\$0.00		\$11,400.50
CME ASSOCIATES	12/17/2019	11/26/2019	0251926	Engineering Services - BLP	\$41,579.83	\$0.00		\$41,579.83
Totals for CME ASSOCIATES:					\$52,980.33	\$0.00		\$52,980.33
COMCAST	12/17/2019	11/16/2019	84990354324876	Business Internet - Voice 665 Ocean Avenue	\$167.07	\$0.00		\$167.07
COMCAST	12/17/2019	11/28/2019	849903543345680 1	Business Cable - 66 York St.	\$149.71	\$0.00		\$149.71
Totals for COMCAST:					\$316.78	\$0.00		\$316.78
Confires Fire Protection	12/17/2019	10/21/2019	0286311-IN	Annual Extinguisher Inspection - 665 Ocean A	\$127.00	\$0.00		\$127.00
Totals for Confires Fire Protection:					\$127.00	\$0.00		\$127.00
CRYSTAL POINT CONDOMINIUM ASSOC.	12/17/2019	11/13/2019	December	Monthly Maintenance Fee	\$151.02	\$0.00		\$151.02
Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:					\$151.02	\$0.00		\$151.02
DANIEL NAZARIO	12/17/2019	12/16/2019	December	Travel Expense - Brownfields Conference	\$299.16	\$0.00		\$299.16
Totals for DANIEL NAZARIO:					\$299.16	\$0.00		\$299.16
DIANA JEFFREY	12/17/2019	12/10/2019	Reimbursement	Dental Expense - Self	\$718.00	\$0.00		\$718.00
DIANA JEFFREY	12/17/2019	12/16/2019	November/December	Travel Expense	\$362.88	\$0.00		\$362.88
Totals for DIANA JEFFREY:					\$1,080.88	\$0.00		\$1,080.88
Donohue, Gironde, Doria & Tomkins, LLC.	12/17/2019	11/14/2019	19-193	Independent Audit - 12/31/18 Final billing	\$5,000.00	\$0.00		\$5,000.00

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
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGMT	12/17/2019	11/22/2019	14952	Totals for Donohue, Gironde, Doria & Tonkins, LLC:	\$5,000.00	\$0.00		\$5,000.00
				Environmental Services - Berry Lane Park	\$14,949.49	\$0.00		\$14,949.49
				Totals for DRESDNER ROBIN ENVIRON MGMT:	\$14,949.49	\$0.00		\$14,949.49
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	12/17/2019	12/10/2019	Travel	Travel Expense - Brownfields Conference	\$212.80	\$0.00		\$212.80
ELIZABETH VASQUEZ	12/17/2019	12/16/2019	December	Travel Expense - Brownfields Conference	\$483.50	\$0.00		\$483.50
				Totals for ELIZABETH VASQUEZ:	\$696.30	\$0.00		\$696.30
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	12/17/2019	9/30/2019	SI-261	Survey Services - BLP	\$15,146.05	\$0.00		\$15,146.05
				Totals for ENGENUITY INFRASTRUCTURE, LLC:	\$15,146.05	\$0.00		\$15,146.05
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	12/17/2019	11/30/2019	1147810 11	Public Notices	\$335.23	\$0.00		\$335.23
				Totals for EVENING JOURNAL ASSOCIATION:	\$335.23	\$0.00		\$335.23
FEDERAL EXPRESS								
FEDERAL EXPRESS	12/17/2019	12/9/2019	6-861-64367	Overnight Deliveries	\$472.92	\$0.00		\$472.92
				Totals for FEDERAL EXPRESS:	\$472.92	\$0.00		\$472.92
FERRAIOLI, WIELKOTZ, CERULLO & CUVA								
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	12/17/2019	11/8/2019	110801	Accounting Services - Additional Bills	\$750.00	\$0.00		\$750.00
				Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:	\$750.00	\$0.00		\$750.00
FUSION CREATIVE								
FUSION CREATIVE	12/17/2019	10/18/2019	3006	Website Maintenance	\$1,226.31	\$0.00		\$1,226.31
				Totals for FUSION CREATIVE:	\$1,226.31	\$0.00		\$1,226.31
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42612	Legal Services - 9 Myrtle Ave	\$3,355.00	\$0.00		\$3,355.00
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42613	Legal Services - 405-407 Ocean Avenue	\$137.50	\$0.00		\$137.50
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42611	Legal Services - PSE&G License Agreement	\$35.00	\$0.00		\$35.00
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42608	Legal Services - 182 Claremont Ave	\$1,135.24	\$0.00		\$1,135.24
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42606	Legal Services - 364-366 Palisade Ave	\$262.50	\$0.00		\$262.50
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42607	Legal Services - 98 Myrtle	\$1,430.00	\$0.00		\$1,430.00
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42609	Legal Services: Jai Bajrangal Invest, LLC.	\$1,444.70	\$0.00		\$1,444.70
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42626	Legal Services: Bond Counsel	\$17.50	\$0.00		\$17.50
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42610	Legal Services: Cara Squared, LLC.	\$412.50	\$0.00		\$412.50
GLUCK WALRATH LLP	12/17/2019	10/28/2019	42605	Legal Services - APRA	\$35.00	\$0.00		\$35.00
				Totals for GLUCK WALRATH LLP:	\$8,264.94	\$0.00		\$8,264.94
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	12/17/2019	11/25/2019	1567086	Recording: Lis Pendens	\$56.00	\$0.00		\$56.00
HUDSON COUNTY REGISTER	12/17/2019	11/25/2019	1567073	Recording: 199 Woodward - Final Judgment	\$33.00	\$0.00		\$33.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
IN-LINE AIR CONDITIONING CO.,								
Totals for HUDSON COUNTY REGISTER:					\$89.00	\$0.00		\$89.00
IN-LINE AIR CONDITIONING CO.,	12/17/2019	11/7/2019	0000053640	Services rendered for the whole bld.	\$1,366.56	\$0.00		\$1,366.56
IN-LINE AIR CONDITIONING CO.,	12/17/2019	11/8/2019	0000053663	Services to replace Mitsubishi HVAC System	\$11,210.00	\$0.00		\$11,210.00
IN-LINE AIR CONDITIONING CO.,	12/17/2019	12/2/2019	0000053933	Services Rendered for Room 214	\$2,765.90	\$0.00		\$2,765.90
Totals for IN-LINE AIR CONDITIONING CO.,:					\$15,342.46	\$0.00		\$15,342.46
J & B LANDSCAPE, INC.								
J & B LANDSCAPE, INC.	12/17/2019	11/18/2019	29461	Monthly Maintenance	\$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								
JC MUNICIPAL UTILITIES AUTHORI	12/17/2019	11/18/2019	30306348540000 11	Water Charges - 665 Ocean Ave	\$171.02	\$0.00		\$171.02
JC MUNICIPAL UTILITIES AUTHORI	12/17/2019	11/18/2019	30309320562951 11	Water Charges - 25 Journal Sq	\$203.12	\$0.00		\$203.12
Totals for JC MUNICIPAL UTILITIES AUTHORI:					\$374.14	\$0.00		\$374.14
JOHNSTON COMMUNICATIONS								
JOHNSTON COMMUNICATIONS	12/17/2019	10/22/2019	42454	Labor - Reconfigured Phones	\$350.00	\$0.00		\$350.00
Totals for JOHNSTON COMMUNICATIONS:					\$350.00	\$0.00		\$350.00
Kassim Handyman Service, LLC								
Kassim Handyman Service, LLC	12/17/2019	5/30/2019	07291	Services - 665 Ocean Avenue	\$3,030.15	\$0.00		\$3,030.15
Totals for Kassim Handyman Service, LLC:					\$3,030.15	\$0.00		\$3,030.15
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	12/17/2019	10/7/2019	13941	Legal Services: General Legal	\$3,062.50	\$0.00		\$3,062.50
KINNEY LISOVICZ REILLY & WOLF	12/17/2019	11/4/2019	14166	Legal Services: JCRCs vs The Crazy Greek, IL	\$2,645.00	\$0.00		\$2,645.00
KINNEY LISOVICZ REILLY & WOLF	12/17/2019	11/4/2019	14167	Legal Services: General Legal 10/31/19	\$3,430.00	\$0.00		\$3,430.00
KINNEY LISOVICZ REILLY & WOLF	12/17/2019	11/4/2019	14168	Legal Services - Wilmington Savings Fund v J	\$378.92	\$0.00		\$378.92
KINNEY LISOVICZ REILLY & WOLF	12/17/2019	11/4/2019	14165	Legal Services - Employee Issues	\$1,938.00	\$0.00		\$1,938.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC:					\$11,454.42	\$0.00		\$11,454.42
LABRON COLLINS								
LABRON COLLINS	12/17/2019	12/10/2019	Reimbursement	Dental Expense - Self	\$152.50	\$0.00		\$152.50
Totals for LABRON COLLINS:					\$152.50	\$0.00		\$152.50
LM PLAZA 4A PARKING LLC								
LM PLAZA 4A PARKING LLC	12/17/2019	11/1/2019	1701	Monthly parking for 16 spaces 11/19	\$4,173.92	\$0.00		\$4,173.92
LM PLAZA 4A PARKING LLC	12/17/2019	12/1/2019	12/03/19	Monthly parking for 16 spaces 01/20	\$4,153.05	\$0.00		\$4,153.05
Totals for LM PLAZA 4A PARKING LLC:					\$8,326.97	\$0.00		\$8,326.97
MATHUSEK INCORPORATED								
MATHUSEK INCORPORATED	12/17/2019	11/27/2019	8088	Screen & Refinish Betz Gym	\$3,950.00	\$0.00		\$3,950.00
Totals for MATHUSEK INCORPORATED:					\$3,950.00	\$0.00		\$3,950.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								

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MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166380	Legal Services: Procurement Matter	\$227.50	\$0.00		\$227.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	11/29/2019	167257	Legal Services - Argent / Aetna Monmouth	\$10,110.00	\$0.00		\$10,110.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153159	Legal Services - Argent Venture/Johnston Vie	\$7,752.14	\$0.00		\$7,752.14
MCMANIMON, SCOTLAND & BAU	12/17/2019	2/27/2019	160127	Legal Services: 665 Ocean	\$192.50	\$0.00		\$192.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153163	Legal Services: West Campus	\$1,590.00	\$0.00		\$1,590.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153158	Legal Services: 125 Monitor St.	\$780.00	\$0.00		\$780.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166389	Legal Services: HCST Betz Community Cente	\$2,614.20	\$0.00		\$2,614.20
MCMANIMON, SCOTLAND & BAU	12/17/2019	9/30/2019	148261	Legal Services: West Campus NICU	\$4,510.00	\$0.00		\$4,510.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166394	Legal Services: Toll NJ I, LLC	\$450.00	\$0.00		\$450.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	7/31/2018	155609	Legal Services: PPG Redevelopment	\$809.03	\$0.00		\$809.03
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166386	Legal Services: Liberty Harbor North Tranz-F	\$5,130.00	\$0.00		\$5,130.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	11/29/2019	167261	Legal Services - 8 Aetna	\$1,200.00	\$0.00		\$1,200.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153180	Legal Services: Power Plant - Powerhouse	\$2,279.08	\$0.00		\$2,279.08
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153166	Legal Services - Argent / Aetna Monmouth	\$1,860.00	\$0.00		\$1,860.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166388	Legal Services - Argent / Grand Jersey Litiga	\$19,154.72	\$0.00		\$19,154.72
MCMANIMON, SCOTLAND & BAU	12/17/2019	12/11/2019	167341	Legal Services - Argent / Grand Jersey Litiga	\$8,100.00	\$0.00		\$8,100.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	11/29/2019	167254	Legal Services - Argent Venture/Johnston Vie	\$1,650.00	\$0.00		\$1,650.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	12/11/2019	167338	Legal Services - Argent Venture/Johnston Vie	\$1,897.50	\$0.00		\$1,897.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	12/11/2019	167339	Legal Services - Argent / Aetna Monmouth	\$21,012.86	\$0.00		\$21,012.86
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166392	Legal Services: 374 Communipaw Avenue	\$3,591.60	\$0.00		\$3,591.60
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166387	Legal Services: 284 Mt K. Drive	\$525.40	\$0.00		\$525.40
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166359	Legal Services: G&S Forest city	\$2,213.10	\$0.00		\$2,213.10
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153177	Legal Services: Hampshire matter	\$995.16	\$0.00		\$995.16
MCMANIMON, SCOTLAND & BAU	12/17/2019	2/27/2019	160128	Legal Services: General Counsel	\$2,341.14	\$0.00		\$2,341.14
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153168	Legal Services - TRFDP Jackson Green	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	9/19/2018	156617	Legal Services - TRFDP Jackson Green	\$1,032.50	\$0.00		\$1,032.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	9/20/2018	156632	Legal Services - 405 Whiton St Discharge	\$192.50	\$0.00		\$192.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	12/11/2019	167340	Legal Services - 8 Aetna	\$11,430.00	\$0.00		\$11,430.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166384	Legal Services: Marion Greenway Matter	\$805.00	\$0.00		\$805.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	11/29/2019	167286	Legal Services - Argent / Grand Jersey Litiga	\$2,945.00	\$0.00		\$2,945.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166393	Legal Services: Coles St, Park Escrow	\$11,130.00	\$0.00		\$11,130.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	8/23/2019	164360	Legal Services: Jersey Avenue Statco Bid	\$5,375.00	\$0.00		\$5,375.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153179	Legal Services - 25 Pathside JC	\$7,884.77	\$0.00		\$7,884.77
MCMANIMON, SCOTLAND & BAU	12/17/2019	3/29/2018	153171	Legal Services - 8 Aetna	\$1,920.00	\$0.00		\$1,920.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166395	Legal Services: Cole St. Assessment Ordinance	\$1,140.00	\$0.00		\$1,140.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166391	Legal Services: Village Townhouse Estates	\$2,012.50	\$0.00		\$2,012.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	8/23/2019	164381	Legal Services: General Counsel	\$19,322.83	\$0.00		\$19,322.83
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/27/2019	148265	Legal Services: West Campus NICU	\$3,231.38	\$0.00		\$3,231.38
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148270	Legal Services: West Campus - NICU	\$522.50	\$0.00		\$522.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148260	Legal Services: West Campus - NICU	\$1,917.50	\$0.00		\$1,917.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	145691	Legal Services - Argent / Aetna Monmouth	\$10,705.43	\$0.00		\$10,705.43
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	151656	Legal Services: Hourly Time Charges	\$140.00	\$0.00		\$140.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	163608	Legal Services - Procurement	\$402.50	\$0.00		\$402.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	149545	Legal Services - 25 Pathside JC	\$6,939.88	\$0.00		\$6,939.88
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166385	Legal Services - General Counsel	\$16,500.80	\$0.00		\$16,500.80

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MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	151645	Legal Services - Park Avenue Landing (Wend	\$1,861.56	\$0.00		\$1,861.56
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	153350	Legal Services - Harwood Project	\$150.00	\$0.00		\$150.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	153160	Legal Services - Harwood Project	\$557.22	\$0.00		\$557.22
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	156273	Legal Services - Harwood Project	\$387.50	\$0.00		\$387.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	151651	Legal Services - Park Avenue Landing (Wend	\$700.00	\$0.00		\$700.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	152069	Legal Services - Journal Square	\$950.50	\$0.00		\$950.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	151653	Legal Services - Hourly Time Charges	\$875.00	\$0.00		\$875.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	152087	Legal Services - Hourly Time Charges	\$1,097.87	\$0.00		\$1,097.87
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148267	Legal Services - West Campus - KKF 5	\$797.50	\$0.00		\$797.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148263	Legal Services - West Campus - KKF 5	\$247.50	\$0.00		\$247.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	153165	Legal Services - West Campus - KKF 5	\$5,580.00	\$0.00		\$5,580.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	153171	Legal Services - 8 Aetna Street	\$1,920.00	\$0.00		\$1,920.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148262	Legal Services - West Campus - Claremont 1	\$1,457.50	\$0.00		\$1,457.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148266	Legal Services - West Campus - Claremont 1	\$2,942.50	\$0.00		\$2,942.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	138026	Legal Services - G&S/Forest City	\$2,641.60	\$0.00		\$2,641.60
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	148492	Legal Services - G&S/Forest City	\$230.00	\$0.00		\$230.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	154606	Legal Services - G&S/Forest City	\$437.50	\$0.00		\$437.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	153164	Legal Services - West Campus KKF 1	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	12/17/2019	10/29/2019	166379	Legal Services - 25 Edge Avenue	\$437.50	\$0.00		\$437.50
MCMANIMON, SCOTLAND & BAU	12/17/2019	1/1/2019	156612	Legal Services - Harwood Project	\$150.00	\$0.00		\$150.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$230,377.27	\$0.00		\$230,377.27
METLIFE	12/17/2019	12/3/2019	01/24/20	Employee's deferred salary per payroll period e	\$450.00	\$0.00		\$450.00
METLIFE	12/17/2019	12/3/2019	01/10/20	Employee's deferred salary per payroll period e	\$450.00	\$0.00		\$450.00
Totals for METLIFE:					\$900.00	\$0.00		\$900.00
ML, INC.	12/17/2019	11/30/2019	Application 002	Berry Lane Park - Phase VI / Pavilion & Site I	\$208,385.73	\$0.00		\$208,385.73
Totals for ML, INC.:					\$208,385.73	\$0.00		\$208,385.73
MOISHE'S MOVING SYSTEMS	12/17/2019	12/3/2019	January	Storage Space at Day Street	\$700.00	\$0.00		\$700.00
Totals for MOISHE'S MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
MUNICIPAL COURT OF JERSEY CITY	12/17/2019	11/19/2019	P32 196822	Parking Ticket	\$70.00	\$0.00		\$70.00
Totals for MUNICIPAL COURT OF JERSEY CITY:					\$70.00	\$0.00		\$70.00
NJ ADVANCE MEDIA, LLC	12/17/2019	11/30/2019	0009399735	Star Ledger Advertising	\$2,300.00	\$0.00		\$2,300.00
Totals for NJ ADVANCE MEDIA, LLC:					\$2,300.00	\$0.00		\$2,300.00
PAPER CLIPS	12/17/2019	1/1/2019	0044725-001	Office Supplies - 9/13/15	\$264.92	\$0.00		\$264.92
Totals for PAPER CLIPS:					\$264.92	\$0.00		\$264.92

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PHILLIPS,PREISS GRYGIEL, LLC								
PHILLIPS,PREISS GRYGIEL, LLC	12/17/2019	10/31/2019	29836	Research Work - 125 Monitor St.	\$1,125.00	\$0.00		\$1,125.00
				Totals for PHILLIPS,PREISS GRYGIEL, LLC:	\$1,125.00	\$0.00		\$1,125.00
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-3D	Electric & Gas - 665 Ocean Ave 3D	\$35.22	\$0.00		\$35.22
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-2D	Electric & Gas - 665 Ocean Ave 2D	\$38.78	\$0.00		\$38.78
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-3C	Electric & Gas - 665 Ocean Ave 3C	\$41.21	\$0.00		\$41.21
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-2C	Electric & Gas - 665 Ocean Ave 2C	\$36.74	\$0.00		\$36.74
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-3A	Electric & Gas - 665 Ocean Ave 3A	\$32.52	\$0.00		\$32.52
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-3B	Electric & Gas - 665 Ocean Ave 3B	\$49.91	\$0.00		\$49.91
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-2B	Electric & Gas - 665 Ocean Ave 2B	\$90.53	\$0.00		\$90.53
PUBLIC SERVICE ELECTRIC & GAS	12/17/2019	11/18/2019	665 Ocean 11-2A	Electric & Gas - 665 Ocean Ave 2A	\$91.86	\$0.00		\$91.86
				Totals for PUBLIC SERVICE ELECTRIC & GAS:	\$436.77	\$0.00		\$436.77
ROYAL PRINTING SERVICE								
ROYAL PRINTING SERVICE	12/17/2019	11/4/2019	153370	Office Supplies - Envelopes Order 500	\$510.00	\$0.00		\$510.00
				Totals for ROYAL PRINTING SERVICE:	\$510.00	\$0.00		\$510.00
SITEONE LANDSCAPING SUPPLY HOLDING, LLC								
SITEONE LANDSCAPING SUPPLY HOLDING, LLC	12/17/2019	11/13/2019	95767741-001	BLP Flowers	\$350.00	\$0.00		\$350.00
				Totals for SITEONE LANDSCAPING SUPPLY HOLDING, LLC:	\$350.00	\$0.00		\$350.00
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	12/17/2019	12/5/2019	9805410331	Office Supplies	\$988.98	\$0.00		\$988.98
				Totals for STAPLES CREDIT PLAN:	\$988.98	\$0.00		\$988.98
THE HARTFORD								
THE HARTFORD	12/17/2019	12/10/2019	12133914	Workers's Compensation	\$3,554.00	\$0.00		\$3,554.00
				Totals for THE HARTFORD:	\$3,554.00	\$0.00		\$3,554.00
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	12/17/2019	11/6/2019	5007961281	Toshiba Copier	\$1,315.69	\$0.00		\$1,315.69
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,315.69	\$0.00		\$1,315.69
TSIVICOS ENTERPRISES, INC.								
TSIVICOS ENTERPRISES, INC.	12/17/2019	12/6/2019	Application 002	Berry Lane Park - Phase VI / Skate Park & Si	\$139,650.00	\$0.00		\$139,650.00
				Totals for TSIVICOS ENTERPRISES, INC.:	\$139,650.00	\$0.00		\$139,650.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	12/17/2019	12/3/2019	5626702	Water - 66 York	\$235.50	\$0.00		\$235.50
TWIN ROCKS SPRING WATER	12/17/2019	11/1/2019	5617932	Water - 66 York	\$198.60	\$0.00		\$198.60
				Totals for TWIN ROCKS SPRING WATER:	\$434.10	\$0.00		\$434.10
United Site Services								
United Site Services	12/17/2019	11/7/2019	005759115	Restroom Cleanup Services - BLP	\$2,572.71	\$0.00		\$2,572.71

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
VERIZON				Totals for United Site Services:	\$2,572.71	\$0.00		\$2,572.71
VERIZON	12/17/2019	11/23/2019	9842871888	Telephone Expense - Agency Phones	\$407.36	\$0.00		\$407.36
				Totals for VERIZON:	\$407.36	\$0.00		\$407.36
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	12/17/2019	11/8/2019	204822786	Office Supplies	\$739.99	\$0.00		\$739.99
W. B. MASON CO., INC.	12/17/2019	10/3/2019	205510874	Office Supplies	\$331.36	\$0.00		\$331.36
W. B. MASON CO., INC.	12/17/2019	12/4/2019	205561428	Office Supplies	\$14.50	\$0.00		\$14.50
				Totals for W. B. MASON CO., INC.:	\$1,085.85	\$0.00		\$1,085.85
XEROX CORPORATION								
XEROX CORPORATION	12/17/2019	12/5/2019	098913353	Copier - Meter Usage	\$217.48	\$0.00		\$217.48
				Totals for XEROX CORPORATION:	\$217.48	\$0.00		\$217.48
				GRAND TOTALS:	\$831,081.26	\$0.00		\$831,081.26

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 (12/17/2019)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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	12/17/2019	11/26/2019	0251928	Professional Services: Bayfront	\$67,443.25	\$0.00		\$67,443.25
				Totals for CME ASSOCIATES:	<u>\$67,443.25</u>	<u>\$0.00</u>		<u>\$67,443.25</u>
FERRAIOLI, WIELKOTZ, CERULLO & CUVA								
FERRAIOLI, WIELKOTZ, CERULLO & CUVA	12/17/2019	11/8/2019	110802	Accounting Services - October 2019 Bayfront	\$1,800.00	\$0.00		\$1,800.00
				Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:	<u>\$1,800.00</u>	<u>\$0.00</u>		<u>\$1,800.00</u>
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	12/17/2019	6/15/2018	154706	Legal Services - Bayfront	\$5,783.44	\$0.00		\$5,783.44
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	<u>\$5,783.44</u>	<u>\$0.00</u>		<u>\$5,783.44</u>
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	12/17/2019	6/30/2019	77960.01.0-1	Professional Services - 04/01/19-05/31/19	\$24,975.00	\$0.00		\$24,975.00
Perkins Eastman Architects DPC	12/17/2019	11/14/2019	77960.01.0-5	Professional Services: 10/01/19-10/31/19	\$23,765.25	\$0.00		\$23,765.25
Perkins Eastman Architects DPC	12/17/2019	10/15/2019	77960.01.0-4	Professional Services: 09/01/19-09/30/19	\$13,509.00	\$0.00		\$13,509.00
Perkins Eastman Architects DPC	12/17/2019	7/18/2019	77960.01.0-2	Professional Services: 06/01/19-06/30/19	\$17,475.00	\$0.00		\$17,475.00
Perkins Eastman Architects DPC	12/17/2019	9/17/2019	77960.01.0-3	Professional Services - 08/01/19-08/31/19	\$12,177.00	\$0.00		\$12,177.00
				Totals for Perkins Eastman Architects DPC:	<u>\$91,901.25</u>	<u>\$0.00</u>		<u>\$91,901.25</u>
GRAND TOTALS:					\$166,927.94	\$0.00		\$166,927.94

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 (12/17/2019)
Include all Post Statues
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE, FUNDING AGREEMENT AND PLEDGE AND ASSIGNMENT AGREEMENT IN CONNECTION WITH THE ISSUANCE AND SALE OF ITS \$10,000,000 REDEVELOPMENT AREA TAXABLE BONDS (HUDSON EXCHANGE PEP 2 PHASE 1B PROJECT), SERIES 2019 AND OTHER MATTERS RELATED THERETO WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT PLAN

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, New Jersey (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 City, in accordance with the criteria set forth in the Redevelopment Law, established a portion of an area constituting Block 11603, Lot 3 as an area in need of redevelopment (the "Redevelopment Area" or the "Project Premises") and adopted and subsequently amended a redevelopment plan for the area entitled the Harsimus Cove Station Redevelopment Plan as may be amended and supplemented from time to time (the "Redevelopment Plan"); and

WHEREAS, on August 18, 2015, the Agency duly adopted a resolution entitled "BOND RESOLUTION AUTHORIZING THE JERSEY CITY REDEVELOPMENT AGENCY TO ISSUE NOT TO EXCEED \$20,000,000 REDEVELOPMENT AREA TAXABLE BONDS (FOREST CITY PROJECT), SERIES 2015 AND DETERMINING OTHER MATTERS RELATED THERETO WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT AREA" (the "Bond Resolution"), pursuant to which the Agency authorized the issuance of one or more series of its Redevelopment Area Taxable Bonds (Forest City Project) (the "Bonds"), in the aggregate principal amount of not to exceed \$20,000,000 under 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 a redevelopment project to be undertaken in the Redevelopment Area consisting of the construction of the first two (2) phases of a multi-use project (designated as Phase 1A and Phase 1B, respectively) to include residential, retail and associated parking on the Project Premises (the "Development"); and

WHEREAS, in connection with the Development, the Agency and GS FC Jersey City Pep 1 Urban Renewal, LLC ("FC I") have entered into that certain Redevelopment Agreement dated as of November 4, 2015 concerning Phase 1A of the Development (the "Phase 1A Redevelopment Agreement") and the Agency and GS FC Jersey City Pep 2 Urban Renewal, LLC ("FC II") have entered into that certain Redevelopment Agreement dated as of November 4, 2015 concerning Phase 1B of the Development (the "Phase 1B Redevelopment Agreement"); and

WHEREAS, in furtherance of the Development, the City of Jersey City (the "City") entered into that certain Financial Agreement dated as of September 9, 2015 between FC I and the City of Jersey City (the "Phase 1A Financial Agreement") providing for certain payments in lieu of taxes on Phase 1A to be pledged to and to secure bonds of the Agency; and

WHEREAS, in accordance with the provisions of the Bond Resolution and the Phase 1A Financial Agreement, and in order to fund certain costs of the Phase 1A, on November 6, 2015, the Agency issued the first series of the Bonds, consisting of its \$10,000,000 Redevelopment Area Bonds (Federally Taxable) (Hudson Exchange Pep 1 Phase 1A Project), Series 2015 (the "Series 2015 Bonds") secured by Pledged Annual Service Charge as defined in the Phase 1A Financial Agreement; and

WHEREAS, in furtherance of the Phase 1A Redevelopment Agreement and Phase 1A Financial Agreement, FC I has constructed Phase 1A of the Development, which consists of a new mixed-income thirty five (35) story building containing approximately four hundred twenty one (421) residential units, twenty percent (20%) or eighty-five (85) of which are affordable housing units (as hereinafter defined), approximately 12,435 square feet of ground-level retail space and a parking garage for approximately two hundred sixty four (264) parking spaces all located at the northeast corner of the Redevelopment Area ("Phase 1A Project"); and

WHEREAS, simultaneously with entering into the Phase 1A Financial Agreement, the City and FC II entered into that certain Financial Agreement dated as of September 9, 2015 (the "Phase 1B Financial Agreement") providing for certain payments in lieu of taxes on Phase 1B to be pledged to and to secure bonds of the Agency; and

WHEREAS, in furtherance of the Phase 1B Redevelopment Agreement and Phase 1B Financial Agreement, FC II is currently constructing Phase 1B of the Development, which will consist of a new mixed-income thirty six (36) story building containing approximately four hundred thirty two (432) residential units, twenty percent (20%) or eighty-seven (87) of which will be affordable housing units, approximately 10,311 square feet of ground-level retail space and a parking garage for approximately two hundred one (201) parking spaces located adjacent to the Phase 1A Project ("Phase 1B Project" and, together with the Phase 1A Project, the "Redevelopment Project"); and

WHEREAS, in accordance with the authorizations set forth in the Bond Resolution, the Agency has determined to issue a second series of the Bonds secured by Pledged Annual Service Charge as defined in the Phase 1 B Financial Agreement, consisting of its Redevelopment Area Bonds (Federally Taxable) (Hudson Exchange Pep 2 Phase 1B Project), Series 2019 (the "Series 2019 Bonds"), to: (i) fund certain costs of the Phase 1B 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, in connection with the issuance of the Series 2019 Bonds, the Agency will enter into: (i) a Trust Indenture (the "Trust Indenture") with Manufacturers and Traders Trust Company, as trustee (the "Trustee"), to provide for deposit of the proceeds of the Series 2019 Bonds; (ii) a Funding Agreement (the "Funding Agreement") with FC II and the Trustee to provide for the application of the proceeds of the Series 2019 Bonds; and (iii) a Pledge and Assignment Agreement (the "Pledge Agreement") with the City and Trustee to memorialize the pledge and assignment to the Trustee of the Pledged Annual Service Charge (as defined in the Phase 1B Financial Agreement) as security for the Series 2019 Bonds; and

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

Section 1. The Agency hereby reaffirms its authorization and approval of the issuance and sale of the Bonds, including the Series 2019 Bonds, as set forth in the Bond Resolution on the terms set forth therein and in the Trust Indenture.

Section 2. 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 the Trust Indenture, the Funding Agreement and the Pledge Agreement, each in substantially the same form and substance as presented herewith, and such other documents, instruments, agreements or certificates as may be necessary or appropriate in connection with the issuance and sale of the Series 2019 Bonds, each in such form and substance approved by an Authorized Officer in consultation with special counsel (the "Financing Documents").

Section 3. 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 4. 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 Financing Documents and the issuance and sale of the Series 2019 Bonds, as described in the Bond Resolution and the recitals hereto, all in accordance with the foregoing sections hereof and the authorizations set forth in the Bond Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.


 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 December 17, 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 Jones				✓
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 PERMIT PREPAYMENT OF THE LOAN BALANCE OF THE LOAN AGREEMENT, MORTGAGE AND PROMISSORY NOTES DATED OCTOBER 19, 2015 BETWEEN THE JERSEY CITY REDEVELOPMENT AGENCY AND ASH URBAN DEVELOPMENT, LLC N/K/A ASH URBAN RENEWAL DEVELOPMENT, LLC WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, Ash Urban Development, LLC, n/k/a, Ash Urban Renewal Development, LLC ("**Redeveloper**") is the Jersey City Redevelopment Agency's ("**Agency**")'s designated Redeveloper under a Redevelopment Agreement originally dated December 24, 2014 for the construction of a new six-story residential building being constructed on Block 17502, Lot 1.01 (f/k/a 1-12) in the City of Jersey City; and

WHEREAS, on October 19, 2015, the Agency and the Redeveloper entered into a Loan Agreement, Mortgage and Security Agreement, and Promissory Note ("**Loan Documents**") under the Environmental Protection Agency's Brownfields Cleanup Revolving Loan Fund with a principal balance of \$850,000 for the purpose of assisting the Redeveloper in cleaning up the former Frank B Ross Company site; and

WHEREAS, on November 18, 2019, pursuant to Resolution No. 19-11-26, the Agency authorized a transfer in corporate ownership of the Redeveloper along with Resolution No. 19-11-25 authorizing a Fifth Amendment of the Redevelopment Agreement; and

WHEREAS, the Redeveloper has now expressed a desire to prepay the loan balance in advance, but the Loan Documents currently limit the Redeveloper's ability to make prepayments; and

WHEREAS, the Agency believes it is desirable to secure prepayment from the Redeveloper and has determined there are no legal impediments to doing so, but that to allow prepayment requires certain limited amendments to the Loan Documents.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.

2. The Agency hereby approves the following amendments to the Loan Documents.

a. **Section 6 of the Loan Agreement** shall be amended as follows:

Repayment of Loan Component. The Loan shall be due and payable on the date which is no later than fifteen years from the date of this Agreement, or may be prepaid in full at any time prior thereto without penalty, including all principal and any interest accrued due and owing at the time of prepayment. The Loan may not be prepaid in whole or in part at any time and prepayments may not be made prior to the close out of the EPA AGREEMENT.

b. **Section b of the Promissory Note** shall be amended as follows:

Upon completion of environmental remediation with the filing of the Remedial Action Outcome (RAO), and issuance of a certificate of completion (the "Permanent Loan Term"), Borrower shall pay the principal and interest on this Note in monthly installments beginning on the first day of each and every month following completion of the remediation, or the Borrower may prepay the balance of this Note, including the principal and any interest accrued, in full at any time prior to the commencement of the Permanent Loan Term.

c. **Section 8.1 of the Mortgage and Security Agreement** shall be amended as follows:

(s) Prepayments. Any prepayment of the total remaining balance of principal and accrued interest made by the Mortgagor hereunder shall not constitute an Event of Default.

3. The Chairman, Vice Chairman, Secretary, and/or Executive Director are hereby authorized and directed to take any and all steps necessary to effectuate the purposes of this Resolution, including the execution of documents, subject only to the review and approval of the Agency'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.



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 December 17, 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 Jones				✓
Erma D. Greene				✓
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A LICENSE AGREEMENT WITH
HOMESTEAD ASSEMBLAGE LLC FOR PROPERTY
IDENTIFIED AS BLOCK 7902, LOT 45, COMMONLY
KNOWN AS 30 COTTAGE STREET, WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

WHEREAS, pursuant to the Redevelopment Law, the City of Jersey City (the “**City**”) designated certain parcels known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and adopted the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”) in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) owns that certain property identified on the official tax maps of the City as Block 7902, Lot 45, commonly known as 30 Cottage Street (collectively, the “**Property**”), which Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

WHEREAS, by Resolution No. 19-09-12, the Agency authorized execution of a Redevelopment Agreement with Newark Avenue JV, LLC (“**Canbis Shorewood**”) for the redevelopment of certain parcels within the Redevelopment Area, including the Property; and

WHEREAS, the Agency further entered into that certain Redevelopment Agreement with Homestead Assemblage LLC (“**Homestead**”) dated June 1, 2019 to redevelop certain parcels within the Redevelopment Area that are adjacent and/or in close proximity to the Property; and

WHEREAS, Homestead has requested permission to temporarily enter and use the Property to facilitate access to its project site; and

WHEREAS, the Agency desires to enter into a license agreement (the “**License Agreement**”), subject to the approval of Canbis Shorewood, in order to formalize Homestead’s requested arrangement and to set forth the respective roles and responsibilities of the parties with respect thereto,

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

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

Section 2. The Executive Director is hereby authorized and directed to negotiate and execute a License Agreement with Homestead as described herein.

Section 3. The Chairman, Vice Chair, Executive Director, Secretary and other necessary Agency officials are hereby authorized to execute and deliver the License Agreement and any and all other 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 the License Agreement and this Resolution.

Section 5. 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 December 17, 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	✓			