Reso No. 20-09-

Regular Meeting
September 15, 2020

# A G E N D A

## **PRESENTATION**

Powerhouse Arts District Redevelopment Area - Powerhouse, LLC, to make a presentation to the Board for the construction of a twelve (12) story rental apartment building to consist of 117 market rate rental units plus 14 affordable housing units, at property located on Block 13002, Lots 10, 11 & 12, more commonly known by the street address of 131, 129 & 127 Morgan Street, respectively. The proposed project is conditioned upon the redeveloper obtaining an amendment to the Transition Zone within the Powerhouse Arts District Redevelopment Plan.

Hjordys D. Espinal

RESO NO. 20-09	RESO	NO.	20-09-	. /	
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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR REMOTE PUBLIC MEETINGS

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment

Agency have received copies of the Minutes from the Regular Remote Public Meetings

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 House

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 15, 2020

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown	<b>V</b>				
Douglas Carlucci	1				
Evelyn Jones				/	
Erma D. Greene				/	
Darwin R. Ona	1				
Denise Ridley	1				
Daniel Rivera	1				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSION OF THE REGULAR REMOTE PUBLIC MEETING AUGUST 18, 2020

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of August 18, 2020; 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 August 18, 2020 be approved as presented.

Secretar

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated September 15, 2020

RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown	1				
Douglas Carlucci				,	
Evelyn Jones				/	
Erma D. Greene					
Darwin R. Ona	1				
Denise Ridley	1				
Daniel Rivera	✓	. <u>-</u>			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING ACCOUNTING AND FINANCIAL FIRMS TO PROVIDE PROFESSIONAL ACCOUNTING AND FINANCIAL SERVICES IN ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide financial and accounting services (the "Accounting Services"); and

WHEREAS, pursuant to *N.J.S.A.* 19:44A-20.4 *et seq.* (the "Pay-to-Play Law"), on August 26, 2020 the Agency issued a Request For Qualifications for Accounting and Financial Services, a copy of which is on file with the Agency ("RFQ"); and

WHEREAS, the Agency received one (1) qualification statement in response to the RFQ, which was reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to approve a qualified pool of accounting and financial service providers, to include the following firm:

1. Wielkotz & Company, LLC

WHEREAS, the Agency hereby certifies that funds are or will be available for the purpose of obtaining the Accounting Services; and

**WHEREAS**, the qualification term will be one (1) year, with fees for the Accounting Services varying, as shall be defined in subsequent authorization by the Board of Commissioners on an as needed basis,

**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 above-listed firm is hereby approved and qualified for one (1) year from the date hereof to provide the Accounting Services, subject to subsequent authorization by the Board of Commissioners, if and as needed, to enter into professional services agreement(s) with the Agency to provide Accounting Services as identified in the RFQ.

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

**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 September 15, 2020.

Diana H. Jeffrey Secretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	1				
Douglas Carlucci	1				
Erma D. Greene				<b>/</b>	
Evelyn Jones					
Darwin R. Ona	<b>/</b>				
Denise Ridley	1				
Daniel Rivera	<b>/</b>				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT 20-09-JS3 WITH WIELKOTZ & COMPANY, LLC FOR PROFESSIONAL ACCOUNTING AND FINANCIAL SERVICES IN ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency routinely requires accounting and financial services; and

WHEREAS, the Agency requires accounting and financial services in the following respects: (a) appointment of a Chief Financial Officer to perform financial services, including but not limited to overseeing internal accounting staff, ensuring all transactions are recorded timely and correctly, and reviewing all month-end statements (the "CFO Services"); (b) to perform additional financial consulting services separate and apart from those rendered as CFO for special projects (the "Additional Financial Services"); and (c) to perform financial services specifically for the Bayfront I Redevelopment Area, the redevelopment of which the Agency is overseeing pursuant to a Cooperation Agreement with the City (the "Bayfront Financial Services"); and

**WHEREAS**, in accordance with *N.J.S.A.* 19:44A-20.4 *et seq.*, the Agency issued a Request for Qualifications ("**RFQ**") for Professional Accounting and Financial Services; and

WHEREAS, Wielkotz & Company, LLC ("Wielkotz & Company") submitted a qualification statement in response to the RFQ; and

WHEREAS, based on Wielkotz & Company's response to the RFQ, the Board of Commissioners of the Agency approved a resolution qualifying Wielkotz & Company to provide accounting and financial services adopted as of even date herewith; and

WHEREAS, on or about September 1, 2020, Wielkotz & Company submitted a proposal, a copy of which is on file with the Agency (the "Proposal") to provide the CFO Services, the Additional Financial Services, and the Bayfront Financial Services; and

WHEREAS, the Agency desires to award a professional services contract to Wielkotz & Company to provide the CFO Services, Additional Financial Services and Bayfront Financial Services (the "Contract") for a term not to exceed one (1) year for an aggregate amount not to exceed One Hundred and Sixty Thousand Dollars (\$160,000.00), which shall be payable in accordance with the hourly and/or monthly rates set forth in the Proposal; and

WHEREAS, the cost breakdown of the Contract is as follows: (a) for the CFO Services, an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) per month for a total amount not to exceed Ninety Thousand Dollars (\$90,000.00); (b) for the Additional Financial Services, an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00); and (c) for the Bayfront Financial Services, an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00); and

WHEREAS, the Agency certifies that funds are available for such costs; and

**WHEREAS**, in accordance with the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, the CFO Services, Additional Financial Services and Bayfront Financial Services are professional services exempt from public bidding; and

WHEREAS, notice of the award of the 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 awards the Contract for CFO Services, Additional Financial Services and Bayfront Financial Services to Wielkotz & Company for a total amount not to exceed One Hundred and Sixty Thousand Dollars (\$160,000.00), payable in accordance with the cost breakdown and rates set forth in the Proposal, all in accordance with the terms and conditions set forth in the Agency's form professional services agreement.
- Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the professional services agreement authorized herein, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.
- **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.

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 September 15, 2020.

Diana H. Jeffiey Segretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>	
Donald R. Brown	1				
Douglas Carlucci	1				
Erma D. Greene			1	1	
Evelyn Jones					
Darwin R. Ona					
Denise Ridley	1				
Daniel Rivera					

# RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING PLANNING FIRMS TO PROVIDE PROFESSIONAL PLANNING SERVICES IN ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide professional planning services, including but not limited to studying properties for determination of need for redevelopment, preparing redevelopment plans, technical consultation, and other planning services as further described in the RFQ (as defined herein), a copy of which is on file with the Agency (the "Planning Services"); and

**WHEREAS**, pursuant to *N.J.S.A.* 19:44A-20.4 *et seq.* (the "**Pay-to-Play Law**"), on July 31, 2020 the Agency issued a Request For Qualifications for Professional Planning Services ("**RFQ**"); and

WHEREAS, the Agency received two (2) qualification statement(s) in response to the RFQ, which were reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to approve a qualified pool of professional planners, to include the following firms:

- 1. BRS, Inc.
- 2. Heyer, Gruel & Associates

WHEREAS, the Agency hereby certifies that funds are or will be available for the purpose of obtaining the Planning Services; and

WHEREAS, the qualification term will be one (1) year, with fees for the Planning Services varying from project to project, as shall be defined in subsequent authorization by the Board of Commissioners for such project,

**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 above-listed firms are hereby approved and qualified for one (1) year from the date hereof to provide the Planning Services, subject to subsequent

authorization by the Board of Commissioners to enter into professional services agreement(s) with the Agency to provide Planning Services as identified in the RFQ.

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

**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 September 15, 2020.

Diana H. Jeffrey, Scoretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>	
Donald R. Brown	<b>/</b>				
Douglas Carlucci	1				
Erma D. Greene				<b>/</b>	
Evelyn Jones				<b>/</b>	
Darwin R. Ona	<b>/</b>				
Denise Ridley	1				
Daniel Rivera	<b>/</b>				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING CERTAIN TERMS AND CONDITIONS FOR CONTRACTS AWARDED PURSUANT TO RESOLUTION NO. 20-08-3 TO COONEY BOVASSO REALTY ADVISORS, INC.; NEW JERSEY REALTY ADVISORY GROUP, LLC; INTEGRA REALTY RESOURCES; AND WADE APPRAISAL, LLC FOR APPRAISAL SERVICES IN ALL PROJECT AREAS

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") was established by 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, in furtherance of the goals and objectives of the Redevelopment Law the Agency requires the use of appraisal services for various projects within the City; and

WHEREAS, on June 16, 2020, pursuant to the applicable provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et. seq. (the "LPCL"), the Board of Commissioners for the Agency (the "Board") adopted Resolution No. 20-06-1 which authorized the Agency to utilize competitive contracting in lieu of public bidding to procure appraisal services; and

WHEREAS, the Agency issued a Request for Proposal for Appraisal Services (the "RFP") to solicit qualified service providers in a fair and open manner utilizing the competitive contracting procedures set forth in the LPCL; and

WHEREAS, in accordance with the LPCL and the terms of the RFP, by Resolution No. 20-08-3 adopted on August 18, 2020, the Board awarded four (4) separate contract(s) for appraisal services to Cooney Bovasso Realty Advisors, Inc.; New Jersey Realty Advisory Group, LLC; Integra Realty Resources; and Wade Appraisal, LLC (collectively the "Appraisers"); and

WHEREAS, the Agency desires to establish certain terms and conditions of such contracts; and

WHEREAS, the Appraisers shall perform appraisal services on a time and material basis, to be determined at the Agency's discretion, and shall be paid in accordance with the scope and rates set forth in each Appraiser's respective proposal; and

WHEREAS, each of the contracts awarded to the Appraisers shall have an overall contract amount not to exceed Fifty Thousand Dollars (\$50,000); and

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

WHEREAS, notice of the award of the contracts shall be published in a newspaper of general circulation in accordance with N.J.S.A. 40A:11-4.5(g),

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

- **Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.
- Section 2. The Agency hereby authorizes the award of four (4) separate agreements for appraisal services to the Appraisers, each to be performed on a time and material basis in accordance with the rates set forth in each Appraiser's proposal, each for an amount not to exceed Fifty Thousand Dollars (\$50,000.00), and each for an initial term of one (1) year with the option for renewal by the Agency for up to four (4) additional one-year terms, for a maximum of five (5) years.
- Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the agreement(s) authorized herein, together with such additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel, all subject to the Agency's form services agreement.
- Section 4. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any and all other documents necessary to effectuate this Resolution and to undertake all actions necessary to effectuate the Agreement(s) and this Resolution, all in accordance with the LPCL.
  - **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 September 15, 2020.

Diana H. Jeffiey, Secretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown	<b>√</b>				
Douglas Carlucci				· · · · · · · · · · · · · · · · · · ·	
Erma D. Greene					
Evelyn Jones					
Darwin R. Ona	<b>✓</b>				
Denise Ridley	1				
Daniel Rivera					

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING CONTRACT NO. 19-11-PO17 WITH SILAGY CONTRACTING, LLC FOR MAINTENANCE OF AGENCY-OWNED PROPERTIES WITHIN ALL PROJECT 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**") owns various properties throughout the City of Jersey City; and

WHEREAS, in order to properly maintain such properties, the Agency requires lot cleanup services and maintenance services, including but not limited to cutting grass, clearing the property of all garbage, litter and debris and properly disposing of same (the "Services"); and

**WHEREAS**, in accordance with the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, Silagy Contracting, LLC (the "Contractor") was the lowest responsible bidder in response to the Agency's Request for Bids for the Services (the "**RFB**") issued in 2019; and

WHEREAS, pursuant to Resolution No. 19-09-04 adopted on September 24, 2019, as clarified by Resolution No. 19-11-19 adopted on November 18, 2019, and in accordance with the Agency's bid specifications, the Board of Commissioners of the Agency awarded and the parties entered into Contract No. 19-11-PO17 for maintenance of the properties indicated in the Agency's RFB, as amended by that certain Change Order No. 1 dated August 19, 2020 (as amended, the "Contract"); and

WHEREAS, the Contract is set to expire on September 30, 2020; and

WHEREAS, pursuant to the terms of the Contract, the Agency has an option to extend the term of the Contract for an additional term of one (1) year, which shall commence immediately upon expiration of the initial term and shall terminate on September 30, 2021; and

**WHEREAS**, the Contractor's performance of the Services during the initial term has been effective and efficient; and

WHEREAS, since entering into the Contract, the Agency has acquired additional properties at which the Contractor's performance of the Services is required (the "Additional Properties"), as set forth in the property schedule on file with the Agency (the "2020 Property Schedule"); and

**WHEREAS**, pursuant to *N.J.S.A.* 40A:11-15, the Agency desires to extend the term of the Contract until September 30, 2021 for an amount not to exceed \$117,910.00, which shall be payable in accordance with the rates set forth in the 2020 Property Schedule; and

WHEREAS, the Agency desires to amend the Contract to memorialize the extension of the term of the Contract, to incorporate the Additional Properties, establish the rates for the Additional Properties, and to adjust the list of properties set forth in the Contract to reflect the Agency's current property holdings; and

WHEREAS, except as otherwise set forth herein, the terms and conditions of the Contract shall remain substantially the same; and

WHEREAS, the Agency certifies that funds are available for the purposes set forth herein,

**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 finds that the Contractor has performed the Services in an effective and efficient manner during the initial term of the Contract.
- **Section 3.** The Board of Commissioners hereby authorizes an extension of the Contract term until September 30, 2021, for a total amount not to exceed \$117,910.00, which shall be payable in accordance with the rates set forth in the 2020 Property Schedule.
- **Section 4.** The Chair, 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 its Regular Meeting of September 15, 2020.

REC	RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT		
Donald R. Brown	1					
Douglas Carlucci	1					
Erma D. Greene				1		
Evelyn Jones				1		
Darwin R. Ona	1					
Denise Ridley	1					
Daniel Rivera	1					

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING PROFESSIONAL SERVICES CONTRACT NO. 19-09-MPN15 WITH OTTEAU GROUP FOR MARKET ADVISORY SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

WHEREAS, on March 12, 2008, pursuant to Ordinance 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the "Redevelopment Law"), the City of Jersey City (the "City") adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the "Redevelopment Plan") to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, on October 10, 2018 the City finally adopted an ordinance (the "City Ordinance") authorizing public financing for the acquisition of approximately seventy (70) acres of real property located within the Redevelopment Area (the "Property") from Bayfront Redevelopment LLC; and

**WHEREAS**, in accordance with the City Ordinance, title to the Property transferred from Bayfront to the City on January 15, 2019; and

WHEREAS, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "Cooperation Agreement") with the Jersey City Redevelopment Agency (the "Agency") pursuant to which the Agency is authorized to oversee and manage the redevelopment of the Property, including procurement of all necessary professionals; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan and the Cooperation Agreement, the Agency requires the services of a market advisor and expert (the "Market Advisory Services") relating to the Property and Redevelopment Area; and

WHEREAS, in accordance with the Redevelopment Law, on September 24, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-09-5 authorizing a professional services agreement with Otteau Group ("Otteau") to provide certain Market Advisory Services; and

WHEREAS, thereafter the Agency and Otteau entered in Contract No. 19-09-MPN15 for certain Market Advisory Services ("2019 Contract"); and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, on September 3, 2020, Otteau submitted an updated proposal to the Agency (the "Proposal") describing the status of Otteau's performance of the Market Advisory Services set forth in the 2019 Contract and setting forth the remaining Market Advisory Services to be performed under the 2019 Contract, as well as additional services, specifically updating the prior evaluations of proposals from the redevelopers designated by the Agency for the first phase of development of the Property, updating the prior market study to assess the viability and scale of retail development for the second phase of development of the Property, and performing other related services; and

WHEREAS, Otteau possesses the skills and expertise to perform the Market Advisory Services set forth in the Proposal; and

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with Otteau to continue performance of the Market Advisory Services set forth in the Proposal for a total contract amount not to exceed \$15,000.00 to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, funds are available for the costs of the Market Advisory Services set forth in the Proposal; and

WHEREAS, notice of the award of the professional services contract shall be published in a newspaper of general circulation as required by law.

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

- **Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.
- Section 2. The Board of Commissioners hereby reauthorizes and amends the 2019 Contract with Otteau for performance of certain Market Advisory Services set forth in the Proposal for a total contract amount not to exceed \$15,000.00, and for a term to expire no later than one (1) year after the effective date of such contract in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.
- **Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

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

Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 15, 2020.

	RECORD OF COMMISSIONERS VOTE					
<u>NAME</u>	<u>AYE</u>	NAY	ABSTAIN	ABSENT		
Donald R. Brown	1					
Douglas Carlucci	1					
Erma D. Greene				1		
Evelyn Jones				J		
Darwin R. Ona	1					
Denise Ridley	1					
Daniel Rivera	1					



# OTTEAU GROUP

VALUATION | CONSULTING | ADVISORY | RESEARCH 800-458-7161 www.otteau.com

New Jersey Office (Mail) 100 Matawan Road, Suite 320 Matawan, NJ 07747 New York Office 112 W. 34th Street, 18th Floor Manhattan, NY 10120 Pennsylvania Office 325-41 Chestnut Street, Suite 800 Philadelphia, PA 19106

September 3, 2020

Via email: <a href="marypat@jcnj.org">marypat@jcnj.org</a>

Mary Patricia Noonan Sr. Project Manager Jersey City Redevelopment Agency 66 York Street, 3<sup>rd</sup> Floor Jersey City, New Jersey 07302

RE: Ba

Bayfront Redevelopment Jersey City, New Jersey

Dear Ms. Noonan:

I am pleased to submit our request for an extension of our contract for professional services for an additional year.

**SCOPE OF SERVICES:** The scope of work which may be engaged by the JCRA during the extension period includes the following:

- Provide an update to our prior evaluation of proposals from Pennrose/Omni & BRP) for the first phase of development to aid in the assessment of the underwriting assumptions included in each RFP Respondent's proposal/offer.
- 2. Provide an update to our prior limited market study to assess the viability and scale of retail development in the second phase of development.

**COMPENSATION:** The fees for the Scope of Services outlined above is as follows:

1. Updated Evaluation of 2 Proposals:

\$7,500.00

2. Updated Retail Market Study:

\$7,500.00

Note: Fees include carticipation in up to 2 meetings and/or conference calls. Participation in additional meetings will be subject to hourly billing rates.

**STANDARD TERMS AND CONDITIONS:** The services provided will be subject to the *limiting conditions* and **schedule of hourly billing rates** which are attached and made part of this proposal.

Fees for services are not contingent upon any decisions, settlements or favorable outcome for the client. Payments received later than thirty (30) days after the date of invoice will be subject to a service charge of one per cent (1%) per month.

Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses are billed at the firm's direct cost without mark-up for administration.

This agreement may be terminated at any time by the client. In the event of termination Otteau Group, Inc. will be compensated for all services and expenses incurred up to and including the effective date of termination.

This proposal is valid for fifteen (15) days. After this period, we reserve the right to review our schedule of work and fees.

In the event of non-payment by the client, Otteau Group, Inc. shall be entitled to reimbursement for reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement.

We thank you for the opportunity to work with you on this important assignment.

Very truly yours,

Melanie Pomerico, Administrative Assistant

Melanie ( Formerico

Enclosures

# SCHEDULE OF HOURLY BILLING RATES

PRINCIPALS	
Jeffrey G. Otteau, ASA, SCGREA, IFA	\$400.00
Christopher J. Otteau, MAI, AI-GRS, SCGREA	\$375.00
Heather Esposito, SCGREA	\$300.00
OTATE DROFFORIONAL O	
STAFF PROFESSIONALS	
Phillip Brandt, SCGREA	\$250.00
Mario Carrico, SCRREA	\$225.00
Megan F. Wilson, SCRREA	\$200.00
Connor Montferrat, SCGREA	\$200.00
ANALYSTS	
Maria Johnson	\$175.00
Christine Swanson	\$175.00
Ashley Stasio	\$150.00
Andrew Mazur	\$125.00
Mitchell Young	\$100.00
Matthew Guiliano	\$100.00

#### REIMBURSABLES

Driving \$0.535 per mile
Copying \$0.12 per copy
Miscellaneous billed at direct cost

NOTE: Time for off-premise work is billable on a portal-to-portal basis. Reimbursable expenses, including travel (which may include mileage, freeway tolls, airfare, meals, lodging, car rental and airport transfers), copying and other reproducible items, postal charges, messenger services, express delivery fees, and other expenses directly related to a specific engagement are billed in an itemized invoice at the firm's direct cost without mark-up for administration.

# ABOUT OTTEAU GROUP, INC.

Otteau Group is a multi-discipline real estate appraisal and advisory firm providing services to a wide range of public and private clients. Our mission is to assist our clients in keeping pace with emerging trends in real estate through insightful analysis and cutting-edge pricing skills.

Appraisal Services are provided to financial & lending institutions, developers & builders, attorneys, investors, relocation management service companies, governmental agencies, corporations and the public. Our Consulting Group provides a wide array of services with respect to market analysis, project feasibility, redevelopment planning, project valuation and municipal entitlement proceedings. Litigation support is provided for matters requiring the valuation and corresponding



expert testimony for eminent domain proceedings, contractual disputes, bankruptcy, tax appeals, equitable distribution, estate valuation and stigma related issues. **OTTEAU.com** offers a wide range of content and analysis on real estate trends including live-session lectures and our <u>MarketTRAC</u> and <u>MarketCAST</u> subscription packages.

# Jeffrey Otteau, ASA, IFA

Mr. Otteau has been engaged in real estate consultation and valuation since 1974 and holds the State Certified General Real Estate Appraiser certification, the highest level offered. He is also a Senior Accredited Member of the American Society of Appraisers (ASA). Jeffrey has been qualified as an expert in State and Federal Court and at hundreds of municipal and county proceedings, authored several texts on property valuation techniques and has lectured throughout North America. He was a past member of the Appraisal Standards Advisory Council, which consulted with the Appraisal Foundation in Washington, D.C. on its agenda of projects and major technical issues.



He has been recognized as one of the most influential people in the real estate industry by NJBIZ for the past 7 years and was named by ROI NJ as one of the Top-10 Real Estate Professionals in 2017 and 2018. He is frequently quoted in the New York Times and Wall Street Journal, and has made television appearances on CNBC, Bloomberg, Fox 5 News and NBC.

# Christopher Otteau, MAI, AI-GRS

As Chief Appraiser at Otteau Group, Christopher has been engaged in real estate valuation, consultation and advisory for 20 years, is qualified as a real estate expert by Superior Courts, State Courts, Federal Court, Zoning Boards, Planning Boards and other various authorities. Further he is widely recognized as a top real estate adviser to developers, investors and private equity funds in performing market/feasibility studies and projecting returns for proposed projects across the country.

Christopher currently serves as an Adjunct Professor at Monmouth University in Real Estate & Analysis and Real Estate Development, is a Rutgers University graduate, holds the State Certified General Real Estate Appraiser license, holds the MAL and AL CRS Projection from the American License, and the CRS Projection from the American License and the American License and

the MAI and AI-GRS Designation from the Appraisal Institute and has obtained a Graduate Certificate in Hotel Real Estate Investments and Asset Management from Cornell University. He is the current Vice President of the Appraisal Institute Metro Chapter and the 2021 President-Elect.

# **CONSULTING TERMS & CONDITIONS**

The Terms and Conditions herein are part of an agreement for consulting services (the "Agreement") between Otteau Group, Inc. (OGI) and the client signing this Agreement, and for whom the consulting services will be performed (the "Client"), and shall be deemed a part of such Agreement. The Agreement shall be governed by the laws in the state of New Jersey.

All statements in the consulting report that are not historical facts should be considered as forward-looking projections. Although we believe that the expectations reflected in or suggested by such forward-looking projections are reasonable, we can give no assurance that they will be achieved. Known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements expressed or implied by these forward-looking projections to be different from these projections. Such risks, uncertainties and other factors include, but are not limited to, changes in general and local economic and industry and business conditions; adverse weather and other environmental conditions and natural disasters; changes in market conditions; changes in market pricing; government regulation, including regulations concerning development of land, tax laws and the environment; fluctuations in interest rates and the availability of mortgage financing; shortages in and price fluctuations of raw materials and labor; levels of competition; utility shortages and outages or rate fluctuations; changes in tax laws; and geopolitical risks, terrorist acts and other acts of war. We undertake no obligation to update or revise any forward-looking projections, whether because of new information, future events, changed circumstances or any other reason.

Projections of prospective selling prices and/or rents provided by OGI, if any, do not constitute an appraisal, but rather a consulting assignment consistent with the Scope of Work for this assignment. It has been communicated to the client that we are not acting in the role of appraisers, but instead as consultants.

OGI reserves the right to recall any of our reports and make any amendments, corrections, or changes that are deemed necessary.

OGI will assume that there are no major or significant items or issues affecting the Property that would require the expertise of a professional building contractor, engineer, or environmental consultant for OGI to prepare a valid report. Client acknowledges that such additional expertise is not covered in the Consulting fee and agrees that, if such additional expertise is required, it shall be provided by others at the discretion and direction of the Client, and solely at Client's additional cost and expense.

Unless specifically noted, in preparing the Consulting Report OGI will not be considering the possible existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (collectively, "Hazardous Material") on or affecting the Property, or the cost of encapsulation or removal thereof. Further, Client represents that there is no major or significant deferred maintenance of the Property that would require the expertise of a professional cost estimator or contractor. If such repairs are needed, the estimates are to be prepared by others, at Client's discretion and direction, and are not covered as part of the Consulting fee.

The Freshwater Wetlands Protection Act restricts the use and development of freshwater wetlands. The identification and delineation of freshwater wetlands on the subject property, if any, has not been brought to our attention nor did we I become aware of any such delineations during our my inspection of the subject nor during our my investigations for this report; however, the consultant(s) is not qualified to render a professional opinion as to the presence or extent of freshwater wetlands. The reader is advised to seek competent, professional advice in identifying any such potential freshwater wetlands since identification and delineation of any freshwater wetlands within the subject boundaries could have significant impact upon conclusions in the consulting report.

The presence of any underground fuel storage tank(s) can pose a liability. Soil contamination could occur if a tank leaks and would be costly to clean up. Without a detailed physical inspection of any such tanks

and the surrounding soil, it is impossible to estimate potential clean-up costs. Therefore, this analysis does not cover such contingencies.

All statements of fact in our analysis and report(s) which are used as the basis of the OGI's analyses, opinions, and conclusions will be true and correct to OGI's actual knowledge and belief. OGI does not make any representation or warranty, express or implied, as to the accuracy or completeness of the information or the condition of the Property furnished to OGI by Client or others. The conclusions and any permitted reliance on and use of the Consulting Report shall be subject to the assumptions, limitations, and qualifying statements contained in the report.

OGI shall have no responsibility for legal matters, including zoning, or questions of survey or title, soil or subsoil conditions, engineering, or other similar technical matters. The consultants have made no survey and the sketches in the report are for illustrative purposes only. Our report(s) will not constitute a survey of the Property analyzed.

The data gathered in the course of the assignment (except data furnished by Client) and the report prepared pursuant to the Agreement are, and will remain, the property of OGI. With respect to data provided by the Client, OGI shall not violate the confidential nature of OGI's-Client relationship by improperly disclosing any proprietary information furnished to OGI. Notwithstanding the foregoing, OGI is authorized by Client to disclose all or any portion of the report and related data as may be required by statute, government regulation, legal process, or judicial decree.

In the event Client intends to use the Consulting Report in connection with a tax matter, Client acknowledges that OGI provides no warranty, representation or prediction as to the outcome of such tax matter. Client understands and acknowledges that any relevant taxing authority (whether the Internal Revenue Service or any other federal, state or local taxing authority) may disagree with or reject the Consulting Report or otherwise disagree with Client's tax position, and further understands and acknowledges that the taxing authority may seek to collect additional taxes, interest, penalties or fees from Client beyond what may be suggested by the Consulting Report. Client agrees that OGI shall have no responsibility or liability to Client or any other party for any such taxes, interest, penalties or fees and that Client will not seek damages or other compensation from OGI relating to any such taxes, interest, penalties or fees imposed on Client, or for any attorney's fees, costs or other expenses relating to Client's tax matters.

OGI shall have no liability with respect to any loss, damage, claim or expense incurred by or asserted against Client arising out of, based upon or resulting from Client's failure to provide accurate or complete information or documentation pertaining to an assignment ordered under or in connection with this Agreement, including Client's failure, or the failure of any of Client's agents, to provide a complete copy of the Consulting Report to any third party.

Client shall not disseminate, distribute, publish, make available or otherwise provide any Consulting Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties) except to (i) any third party expressly acknowledged in a signed writing by OGI as an "Intended User" of the Consulting Report provided that either OGI has received an acceptable release from such third party with respect to such Consulting Report or Client provides acceptable indemnity protections to OGI against any claims resulting from the distribution of the Consulting Report to such third party, (ii) any third party service provider (including rating agencies and Client's auditors) using the Consulting Report in the course of providing services for the sole benefit of Client, or (iii) as required by statute, government regulation, legal process, or judicial decree. In the event OGI consents, in writing, to Client incorporating or referencing the Consulting Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided OGI with complete copies of such materials and OGI has approved all such materials in writing. Client shall not modify any such materials once approved by OGI. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, in no event shall the receipt of a Consulting Report by such party extend any right to the party to use and rely on such report, and OGI shall have no liability for such unauthorized use and reliance on any Consulting Report. In the event Client breaches the provisions of this paragraph. Client shall indemnify, defend and hold OGI, and its affiliates and their officers, directors, employees,

contractors, agents and other representatives (OGI and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties") fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Consulting Report.

In the event Client incorporates or references the Consulting Report, in whole or in part, in any offering or other material intended for review by other parties, Client shall indemnify, defend and hold each of the Indemnified Parties harmless from and against any Damages in connection with (i) any transaction contemplated by this Agreement or in connection with the consulting or the engagement of or performance of services by any Indemnified Party hereunder, (ii) any actual or alleged untrue statement of a material fact, or the actual or alleged failure lo stale a material fact necessary to make a statement not misleading in light of the circumstances under which it was made with respect to all information furnished to any Indemnified Party or made available to a prospective party to a transaction, or (iii) an actual or alleged violation of applicable law by Client (including, without limitation, securities laws) or the negligent or intentional acts or omissions of Client (including the failure to perform any duty imposed by law); and will reimburse each Indemnified Party for all reasonable fees and expenses (including fees and expenses of counsel) (collectively, "Expenses") as incurred in connection with investigating, preparing, pursuing or defending any threatened or pending claim, action, proceeding or investigation (collectively, "Proceedings") arising therefrom, and regardless of whether such Indemnified Party is a formal party to such Proceeding. Client agrees not to enter into any waiver, release or settlement of any Proceeding (whether, or not any Indemnified Party is a formal party to such Proceeding) without the prior written consent of OGI (which consent will not be unreasonably withheld or delayed) unless such waiver, release or settlement includes an unconditional release of each Indemnified Party from all liability arising out of such Proceeding.

Time Period for Legal Action - Unless the time period is shorter under applicable law, OGI and Client agree that any legal action or lawsuit by one party against the other party or its affiliates, officers, directors, employees, contractors, agents, or other representatives, whether based in contract, warranty, indemnity, negligence, strict liability or other tort or otherwise, relating to (a) this Agreement or the Consulting Report, (b) any services or studies under this Agreement or (c) any acts or conduct relating to such services or studies, shall be filed within two (2) years from the date of delivery to Client of the Consulting Report to which the claims or causes of action in the legal action or lawsuit relate. The time-period stated in this section shall not be extended by any incapacity of a party or any delay in the discovery or accrual of the underlying claims, causes of action or damages.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF IRONSTATE DEVELOPMENT, LLC, AS THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 AND 16, COMMONLY KNOWN AS 168 SIP AVENUE, IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the City has enacted the Journal Square 2060 Redevelopment Plan (as amended and supplemented from time to time, the "Redevelopment Plan"), in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, Ironstate Development, LLC (the "**Redeveloper**") proposes to redevelop that certain property within the Redevelopment Area identified as Block 10602, Lots 10, 11, 12, 13, 14, 15 and 16 on the official tax maps of the City, commonly known as 168 Sip Avenue (the "**Property**"); and

WHEREAS, Hudson County Community College ("HCCC") is the owner of the Property; and

WHEREAS, on November 18, 2019, by Resolution No. 19-11-11, the Jersey City Redevelopment Agency (the "Agency") authorized a Memorandum of Agreement with HCCC which permits the Agency to market and sell certain properties, including the Property, pursuant to a Request for Proposal issued by the Agency; and

WHEREAS, on April 21, 2020, the Agency adopted Resolution No. 20-04-9 (the "**Designation Resolution**") designating the Redeveloper, as redeveloper of the Property, for the period ending August 31, 2020, with an option for the Executive Director of the Agency to extend the designation to September 30, 2020, which option was exercised; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 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 December 31, 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, 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 Chair, 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.

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 September 15, 2020.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT	
Donald R. Brown	✓				
Douglas Carlucci	1				
Erma D. Greene				<u> </u>	
Evelyn Jones				1	
Darwin R. Ona	<b>V</b>				
Denise Ridley	1				
Daniel Rivera	1				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING PROFESSIONAL SERVICES CONTRACT NO. 19-10-MPN16 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. FOR ENVIRONMENTAL ENGINEERING SERVICES AT THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1, COMMONLY KNOWN AS 125 MONITOR STREET, 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. (the "Redevelopment Law"); and

WHEREAS, the City has enacted the Morris Canal 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, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Jersey City Redevelopment Agency (the "Agency") requires certain environmental engineering services (the "Environmental Engineering Services") relating to the adaptive re-use of the property identified as Block 17503, Lot 1 on the tax maps of the City, commonly known as 125 Monitor Street (the "Property"); and

WHEREAS, in accordance with the Redevelopment Law, on October 15, 2019, the Board of Commissioners of the Agency approved Resolution No. 19-10-05 authorizing a professional services agreement with Potomac-Hudson Environmental Inc. (the "PHE") to perform certain Environmental Engineering Services for an amount not to exceed \$14,500; and

WHEREAS, thereafter the Agency and PHE entered in Contract No. 19-10-MPN16 for PHE to perform certain Environmental Engineering Services as set forth in the contract ("2019 Contract"); and

WHEREAS, in accordance with the Redevelopment Law, on January 21, 2020, the Board of Commissioners of the Agency approved Resolution No. 20-01-13 authorizing a professional services agreement with PHE to perform certain other Environmental Engineering Services for an amount not to exceed \$18,870.00; and

WHEREAS, thereafter the Agency and PHE entered in Contract No. 20-01-MPN1 for PHE to perform certain Environmental Engineering Services as set forth in the contract ("2020 Contract"); and

**WHEREAS**, *N.J.S.A.* 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, on September 2, 2020, PHE submitted an updated proposal to the Agency (the "Proposal") describing the status of PHE's performance of the Environmental Engineering Services and setting forth the remaining Environmental Engineering Services to be performed under the 2019 Contract and 2020 Contract, as well as additional services; and

WHEREAS, PHE possesses the skills and expertise to perform the Environmental Engineering Services; and

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with PHE to continue performance of the Environmental Engineering Services at the Property as set forth in the Proposal, which includes incorporating the remaining Environmental Engineering Services to be performed in the 2019 Contract and the 2020 Contract and authorizing certain additional work, for a total contract amount not to exceed \$21,000, which amount includes additional work not set forth in the 2020 Contract in the amount of \$8,000, to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, the Agency desires to terminate the 2020 Contract upon execution of the reauthorized and amended 2019 Contract, as the services set forth in the 2020 Contract will be provided for in accordance with the reauthorized and amended 2019 Contract; and

WHEREAS, funds are available for the costs of the Environmental Engineering Services; and

WHEREAS, notice of the award of the professional services contract shall be published in a newspaper of general circulation as required by law,

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

- **Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.
- Section 2. The Board of Commissioners hereby reauthorizes and amends the 2019 Contract for performance of certain Environmental Engineering Services as set forth in the Proposal for a total contract amount not to exceed \$21,000.00, and for a term to expire no later than one (1) year after the effective date of such agreement in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.
- **Section 3.** The Board of Commissioners hereby terminates the 2020 Contract as of the date of execution of the reauthorized and amended 2019 Contract as the services

provided in the 2020 Contract will be provided for in accordance with the reauthorized and amended 2019 Contract.

Section 4. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**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 of September 15, 2020.

Diana H. Joffrey, Secretary

RECORD OF COMMISSIONERS VOTE					
NAME	AYE	NAY	ABSTAIN	ABSENT	
Donald R. Brown	1			i	
Douglas Carlucci	1	ė.			
Erma D. Greene					
Evelyn Jones					
Darwin R. Ona	/				
Denise Ridley					
Daniel Rivera					



#### 2 September 2020

## Transmit via Electronic Mail

Mary Pat Noonan Jersey City Redevelopment Agency 66 York Street - Floor 2 Jersey City, NJ 07302

Re:

Proposal for Continuing Environmental Services 125 Monitor Street Jersey City, New Jersey

Dear Ms. Noonan:

On behalf of Potomac-Hudson Environmental, Inc. (PHEnv), I am pleased to submit this proposal to provide continuing environmental services to the Jersey City Redevelopment Agency (JCRA) (the "Client") for the property located at 125 Monitor Street in Jersey City, New Jersey (the Site).

Our original proposal from December 2016 included preparation of a Preliminary Assessment/Phase I and Site Investigation of the subject property. This work has been supplemented with annual proposals to continue with ongoing investigations and environmental actions. These investigations and actions have included,

- Test pit sampling of illegally placed fill on the site
- Coordination of site building inspections with PSS and Phillips Preiss
- Update of draft environmental cost estimates
- Preparation of a Draft Site Investigation Report

Based on the current status of the site and ongoing remedial actions by others, PHEnv anticipates several tasks that may move forward in 2021.

#### SCOPE OF WORK

The following tasks represent the proposed continuing scope of work for the project.

# Task 1: Review and Update the Remediation Estimate with New Information

PHEnv will continue to review the previously provided remediation estimate and update as appropriate. This will include any changes in site conditions that may affect previously provided costs for asbestos and PCB remediation, soil disposal, well installation, and NJDEP reporting requirements as well as new information once basement sampling is conducted.

#### Scientists • Planners • Engineers

## Task 2: Basement Sampling

To date, no inspection or sampling of the basement area has been conducted since at the various times of inspection standing water has been present. The following actions are recommended:

- Asbestos We would do an inspection and sample any suspect ACMs.
- Concrete While there is no reason to suspect that the basement walls and floor would be different from the upper stories, we recommend, at minimum, a core from each wall and 2 or 3 from the floor. We would analyze for PAH and PCBs.
- Paint If the ceiling or walls have been painted, we would collect scrapings and analyze for PCBs.
- Sub-slab Sampling Based on the soil boring data available, the highest chlorinated hydrocarbon concentration (PCE in excess of non-residential cleanup standards) was from the sample nearest the rear side of the structure (approximately 35-feet away). The three samples nearest the referenced sample also exhibited PCE in excess of the Impact to Groundwater Standard. It is recommended to collect geoprobe samples along the rear wall in 3 locations to determine if TCE is present and, therefore, likely to be below the building and, if so, whether concentration would require mitigation.
- Other areas of investigation:
  - An inspection of the basement would indicate the presence of any drains and, if present, check their condition. If a drain was visibly damaged, a soil sample from beneath the drain would be collected and analyzed.
  - Eventually, if the building is to remain, it would be part of an overall VI Study that would include all structures within 100-feet of the existing chlorinated hydrocarbon plume. A VI Study is not proposed at this time.

## Task 3: Review and Monitor On-Going Remedial Efforts

PHEnv will monitor ongoing remedial actions through discussions, where possible, with the current LSRP, following environmental submittals through NJDEP Data Miner, and obtaining and report submittals through OPRA and/or NJDEP fie reviews.

#### Task 4: Coordination with Client and Team

PHEnv will coordinate, as requested, with JCRA regarding any environmental and remedial issues relating to (i) previous or future inspections of the site and building, (ii) timely notification of the status of ongoing remedial actions, (iii) determination of remedial actions as per NJDEP regulatory and mandatory timeframes, and (iv) future implications of current actions on site redevelopment. As part of this task, we would review those documents and reports produced by others and coordinate our professional opinions and input with JCRA.

# Task 5: Project Management

PHEnv will manage the execution and oversight of all tasks and will attend any scheduled meetings at the JCRA offices. For the purposes of this proposal, we have assumed attendance at two meetings.

#### **SCHEDULE**

PHEnv will initiate the scope of work promptly upon receiving written authorization from the Client.

#### COST ESTIMATE

The time and materials not to exceed cost estimate to conduct the scope of work described above is \$15,000.00. A breakdown of the cost estimate is as follows:

TASK	Description	ESTIMATED COST	
1	Revise and Update Remediation Estimate, as Appropriate	\$2,000.00	
2	Basement Sampling	\$6,000.00	
3	Monitor Ongoing Remedial Actions and Documents	\$ 7,000.00	
4	Coordinate with JCRA/Team	\$ 4,000.00	
5	Project Management	\$ 2,000.00	
	TOTAL COST ESTIMATE	\$21,000.00	

PHEnv will conduct the work on a time and expense basis in accordance with our standard fee schedule (attached). All invoices are due and payable within 30 days of the invoice date. We will not exceed the budget without authorization and will promptly notify you of any unanticipated conditions that could impact the budget.

## **LIMITATIONS**

This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.

We are very pleased to have this opportunity to provide our proposal to you. Should you have any questions regarding the foregoing, please call me. Should you find the terms of this proposal acceptable, please indicate your acceptance by signing below and returning a signed copy to PHEnv.

Sincerely,
Potomac-Hudson Environmental, Inc.

David R. Draper, LSRP

The undersigned hereby authorizes Potomac-Hudson Environmental, Inc. to provide the services described in this Proposal in accordance with the provisions of this Proposal and the Terms and Conditions.

Signature	Date	
o ignature	Date	
Name (Printed)	Client	

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NOVUS EQUITIES, LLC AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 18901, LOTS 6-15, COMMONLY KNOWN AS 1052-1068 GARFIELD AVENUE AND 457, 461, AND 467 COMMUNIPAW AVENUE, LOCATED WITHIN THE MORRIS CANAL 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 Morris Canal Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment pursuant to the Redevelopment Law; and

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

WHEREAS, those certain properties identified on the City's tax maps as Block 18901, Lots 6-15, more commonly known as 1052-1068 Garfield Avenue and 457, 461, and 467 Communipaw Avenue (collectively, the "Property"), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on September 17, 2018, the Agency designated Novus Equities, LLC (the "Redeveloper") as redeveloper of the Property, which designation was subsequently extended numerous times, including most recently on May 19, 2020, by Resolution No. 20-05-20, to allow time for the parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property; and

**WHEREAS**, the Redeveloper's designation is set to expire on September 30, 2020; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until November 30, 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 November 30, 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, 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.

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 September 15, 2020.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	ABSTAIN	ABSENT			
Donald R. Brown	1	3					
Douglas Carlucci	1						
Erma D. Greene			-	<b>J</b>			
Evelyn Jones				1			
Darwin R. Ona	1						
Denise Ridley	1						
Daniel Rivera	<b>1</b>						

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONCESSION CONTRACT FOR BLOCK 18901, LOT 1.01, BERRY LANE PARK, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City has designated that certain area known as the Morris Canal Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment and 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 Agency owns and operates a public park on that certain property within the Redevelopment Area identified as 1 Berry Road, Block 18901, Lot 1.01, commonly known as Berry Lane Park (the "Property" or the "Park"), and is completing construction of a pavilion on the Property with space for a concession stand; and

WHEREAS, the Agency has a need to make refreshments and other items available to users of the Park, including hot and cold beverages, snacks, packaged foods, foods prepared on-site, and retail that is relevant to Park activities; and

WHEREAS, the Agency determined it is most advantageous and cost effective to procure a private vendor with expertise in providing concession services to provide such services at the Park; and

WHEREAS, the Agency does not foresee any risk in awarding this concession because it expects the concessionaire to indemnify the Agency in connection with the provision of the concession; and

WHEREAS, based on research of concession stands operated in municipal parks in the State of New Jersey, it is estimated that the total value of the concession is approximately One Hundred and Twenty Thousand Dollars (\$120,000.00) in gross annual revenue, if operated year-round, and that, as a result of awarding this concession, the Agency and/or City will receive approximately Twenty-Four Thousand Dollars (\$24,000.00) in net annual revenue, it being recognized that no concession stand has been operated in the Park to date and that such estimated values are subject to change; and

- WHEREAS, the basis of the award of the concession will be based upon consideration of the most advantageous price and other factors that will be identified in the Request for Proposals document that the Agency will publicly advertise; and
- WHEREAS, the Agency estimates it will incur approximately \$2,000.00 in legal costs as part of the concession; and
- WHEREAS, in exchange for awarding this concession, the Agency will provide facilities within the Park pavilion for operation of the concession stand; and
- **WHEREAS**, the Agency is authorized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL") to use competitive contracting pursuant to N.J.S.A. 40A:11-4.1 et seq. to award a concession contract; and
- **WHEREAS**, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the Agency desires to contract for specialized goods or services enumerated in N.J.S.A. 40A:11-4.1 et seq.; and
- WHEREAS, in accordance with the LPCL, the Agency intends to utilize competitive contracting to award this 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.** Pursuant to *N.J.S.A.* 40A:11-4.1(j), the use of competitive contracting is hereby authorized for procuring and awarding a contract for the provision of concession services at the Park.
- **Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any documents or undertake any actions 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 September 15, 2020.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown	1						
Douglas Carlucci	1						
Erma D. Greene				<b>/</b>			
Evelyn Jones				1			
Darwin R. Ona	1						
Denise Ridley	1						
Daniel Rivera	1						



#### September 14, 2020

Via Email Only:

Diana H. Jeffrey, Esq. Executive Director Jersey City Redevelopment Agency 66 York Street, 3<sup>rd</sup> Floor Jersey City, New Jersey 07302

Re: Berry Lane Park Concession Stand

Dear Diana:

As general counsel to the Jersey City Redevelopment Agency (the "Agency"), you have asked us to provide the Agency with an opinion with respect to the procurement of a concession to operate at the pavilion within Berry Lane Park. As described below, we believe that this procurement is appropriate pursuant to the Local Public Contracts Law.

The Agency is a public body established by the City of Jersey City (the "City") and existing and operating under and by virtue of the laws of the State of New Jersey, including *N.J.S.A.* 40A:12A-1 *et seq.*, as amended and supplemented from time to time (the "Redevelopment Law"). Pursuant to the Redevelopment Law, the Agency is the owner and operator of Berry Lane Park, identified as Block 18901, Lot 1.01 on the official tax maps of the City (the "Park").

The Agency is completing construction of a pavilion at the Park, which contains concession stand space. In accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL") the Agency desires to issue a Request for Proposals ("RFP") to award a concession contract to a private company that can provide concession services, including but not limited to sale of goods such as hot and cold beverages, snacks, packaged foods, foods prepared on-site, Citythemed apparel, and services relevant to Park amenities, such as and skateboarding repairs (the "Berry Lane Concession").

N.J.S.A. 40A:11-2(37) defines a concession as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." N.J.A.C. 5:34-9.4(b)(8) further states that the term "concession" is specifically deemed to include "the right to sell goods or services on public property."

N.J.A.C. 5:34-9.4(d)(1) requires that the Agency, as the contracting unit, obtain an opinion of the legality of procuring the concession from its legal counsel prior to commencing the procurement of any concession. N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession.

Based upon the foregoing, we are of the opinion that the Berry Lane Concession satisfies the statutory definition of a concession. The Agency owns the Park, which is operated as a public park. The Agency will provide space within the Park pavilion, and access thereto, for the concessionaire to operate the Berry Lane Concession. Because the Agency intends for the concessionaire to provide the Berry Lane Concession to the public on Agency-owned property, and the provision of such services requires the approval of the Agency, the Agency may award the contract as a concession as such term is defined under the LPCL. Accordingly, the Agency is permitted to use the competitive contracting process set forth in the LPCL to solicit proposals for Berry Lane Concession.

Sincerely,

/s/Jennifer L. Credidio

Jennifer L. Credidio

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING CONTRACT NO. 19-08-RN3 WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC., FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR THE PROPERTY IDENTIFIED AS BLOCK 20001, LOTS 18-22, COMMONLY KNOWN AS 408-420 COMMUNIPAW AVENUE, LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, certain property identified as Block 20001, Lots 18, 19, 20, 21 and 22 on the official tax maps of the City, commonly known as 408-420 Communipaw Avenue (the "Property"), is located within the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency desires to perform certain professional environmental services on the Property, including a preliminary assessment, site investigation and related services, in order to prepare the Property for future redevelopment which could benefit the residents of the City; and

WHEREAS, Brownfield Redevelopment Solutions, Inc. ("BRS") submitted a proposal to the Agency dated July 29, 2019 (the "Proposal"), to perform a preliminary assessment, site investigation and related environmental services all as set forth in the Proposal (the "Environmental Services") on the Property; and

WHEREAS, by Resolution 19-08-22 adopted on August 20, 2019, the Agency's Board of Commissioners authorized Contract No. 19-08-RN3 with BRS to perform the Environmental Services for a period of one (1) year, as amended by First Amendment to Contract No. 19-08-RN3 dated April 2, 2020 (collectively, the "Contract") for a total cost not to exceed \$97,780.00; and

**WHEREAS**, the balance remaining under the Contract is Six Thousand Seven Hundred Seventy-Eight Dollars (\$6,778.00); and

WHEREAS, BRS requires additional time to complete the Environmental Services; and

WHEREAS, BRS possesses the skills and expertise to perform and complete the Environmental Services; and

WHEREAS, N.J.S.A. 40A:11-15 requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the Agency wishes to reauthorize the professional services agreement with BRS to perform and complete the Environmental Services; and

WHEREAS, funds are available for the costs of the Environmental Services; and

WHEREAS, notice of the award of the professional services contract shall be published in a newspaper of general circulation as required by law,

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

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

Section 2. The Board of Commissioners hereby reauthorizes the Contract for professional services with BRS for the performance of Environmental Services in a total amount not-to-exceed the balance remaining under the Contract of Six Thousand Seven Hundred Seventy-Eight Dollars (\$6,778.00) and for a term expiring within one (1) year from the effective date of such reauthorized contract or upon completion of the Environmental Services, whichever is earlier, in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other 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 September 15, 2020.

Diana H. Jeffrey, Secretary

RE	CORD OF COM	<u>amissione</u>	RS VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	<b>/</b>			
Douglas Carlucci	/			
Erma D. Greene				<b>/</b>
Evelyn Jones		ľ		<b></b>
Darwin R. Ona	J			
Denise Ridley				
Daniel Rivera	1			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING POWERHOUSE, LLC, AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 13002, LOTS 10, 11 & 12 AND MORE COMMONLY KNOWN AS 131, 129 & 127 MORGAN STREET WITHIN THE POWERHOUSE ARTS DISTRICT REDEVELOPMENT AREA

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

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

WHEREAS, Powerhouse LLC (the "Redeveloper") proposes to redevelop that certain property within the Powerhouse Arts District Redevelopment Area identified on the official tax maps of the City as Block 13002, Lots 10, 11, and 12, commonly known as Morgan Street and Warren Street (the "Property"); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper specifically proposes to construct a twelve-story rental apartment building with 117 market rate and 14 affordable housing units (the "Project"); and

WHEREAS, the Jersey City Redevelopment Agency ("JCRA") wishes to designate the Redeveloper as redeveloper of the Property to allow for the entry into a redevelopment agreement.

**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. Powerhouse LLC is hereby designated as the Redeveloper of the Property for a period of one hundred and twenty (120) days from the date hereof, unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion.
- 3. If the JCRA and the Redeveloper have not executed a mutually acceptable redevelopment agreement within the time period afforded under Paragraph 2 of this Resolution, the designation of Powerhouse LLC as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 September 15, 2020.

REC	CORD OF COM	<u>MISSIONER</u>	S VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci	<b>/</b>			
Erma D. Greene				<b>✓</b>
Evelyn Jones				<u> </u>
Darwin R. Ona				
Denise Ridley	/			
Daniel Rivera	<b>V</b>			

#### RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO BIND DIRECTORS AND OFFICERS LIABILITY COVERAGE

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 Directors and Officers Liability insurance coverage in the amount of \$5,000,000.00; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), N.J.A.C. 5:34-2.1-2.3 and Local Finance Notice AU-2002-2, contracts for which the subject matter consists of insurance coverage are considered extraordinary unspecifiable services ("EUS") and may be awarded without competitive bidding; and

WHEREAS, pursuant to the LPCL, the Agency through its insurance broker, Brown & Brown Metro, Inc., is soliciting quotations for such insurance coverage with a total liability limit of \$5,000,000.00 and a deductible of \$250,000.00, including terrorism coverage, copies of which quotations will be held on file with the Agency; and

WHEREAS, the Agency desires to obtain Directors and Officers Liability coverage through an insurance provider for a total amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) for a period of up to one (1) year; and

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

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 and directed to renew its Directors and Officers Liability policy with its current carrier or to bind Directors and Officers Liability Coverage with another carrier in accordance with coverages and limits set forth herein for a period of up to one (1) year.
- **Section 3.** The Executive Director is hereby authorized to execute any and all documents necessary to obtain Directors and Officers Liability coverage, in consultation with counsel, and to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
- **Section 4.** The Executive Director is hereby authorized to pay the premium costs for Directors and Officers Liability coverage in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00).

**Section 5.** The Agency shall, pursuant to *N.J.S.A.* 40A:11-5(1)(a)(ii), publish notice in the *Hudson Reporter*, the *Jersey Journal*, and/or the *Star Ledger*, stating the nature, duration, service, and amount of the contract awarded herein, 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.

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 September 15, 2020.

Diana H. Jettrey, Secretary

RECO	RD OF COM	IMISSION	NERS VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	1			
Douglas Carlucci	<b>/</b>			
Erma D. Greene				
Evelyn Jones				<b>V</b>
Darwin R. Ona	1			
Denise Ridley	1			
Daniel Rivera	/			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT 20-09-EV1 TO NAY'S CLEANING COMPANY LLC FOR JANITORIAL SERVICES AT 66 YORK STREET, JERSEY CITY

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") conducts operations in office space located at 66 York Street, Floor 3, Jersey City; and

**WHEREAS**, pursuant to the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the "LPCL"), the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, due to the ongoing COVID-19 state of emergency, the Agency determined it is urgent and necessary to obtain the services of a cleaning company to perform supplemental deep cleanings at its office in order to protect the health and wellbeing of its employees (the "Services"); and

WHEREAS, in accordance with the LPCL, the Agency solicited quotes for the provision of the Services; and

WHEREAS, Nay's Cleaning Company LLC ("Nay's Cleaning") submitted that certain quote dated on or about September 11, 2020, which sets forth the rates to perform the Services (the "Quote"); and

WHEREAS, the Agency desires to enter into a contract 20-09-EV1 with Nay's Cleaning (the "Contract") for a term commencing retroactively on May 31, 2020 and expiring on November 30, 2020 and for an amount not to exceed Forty-Four Thousand Dollars (\$44,000.00), which shall be payable in accordance with the rates set forth in the Quote; and

**WHEREAS**, in accordance with *N.J.S.A.* 40A:11-3, the contract amount will not exceed the Agency's bid threshold of \$44,000.00 and need not be publicly bid; and

WHEREAS, the Agency certifies that funds are available for the purposes described herein,

**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 Board of Commissioners hereby awards a contract to Nay's Cleaning for a term commencing retroactively on May 31, 2020 and expiring on November 30, 2020 and for an amount not to exceed Forty-Four Thousand Dollars

(\$44,000.00), which shall be payable in accordance with the rates set forth in the Quote, all in accordance with the Agency's form services agreement.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the Contract, together with such additions, deletions and/or modifications as deemed necessary in consultation with counsel, 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 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.

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 on September 15, 2020.

Diana H. Jeffrey Secretary

RECOI	RD OF COM	IMISSIO	NERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	1			
Douglas Carlucci	/			
Erma D. Greene				1
Evelyn Jones				/
Darwin R. Ona	/			
Denise Ridley	1			
Daniel Rivera	1			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF SEPTEMBER 15, 2020

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of September 15, 2020

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of be September 15, 2020 approved as presented.

Secretary Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 15, 2020

RECO	RD OF CO	MMISSIO	NERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	1			
Evelyn Jones				_/
Erma D. Greene				
Darwin R. Ona	<b>/</b>			
Denise Ridley	1			
Daniel Rivera	<b>1</b>			

	ARGENT VENTURES LLC	ARGENT VENTURES LLC	ARGENT VENTURES LLC	ARGENT VENTURES LLC		ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.	ARCHER & GREINER, P.C.		Apruzzese, McDermott, Mastro & Murpl 9/15/2020	Apruzzese, McDermott, Mastro & Murphy		AFLAC	AFLAC		ABL Sports	ABL Sports		66 YORK STREET, LLC	66 YORK STREET, LLC	66 YORK STREET, LLC	66 YORK STREET, LLC	Vendor Name
	9/15/2020	9/15/2020	9/15/2020			9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	12/18/2018			urp! 9/15/2020	& Murphy		9/15/2020			9/15/2020			9/15/2020	9/15/2020	9/15/2020		Due Date
	9/12/2020	9/12/2020	3/31/2020			8/6/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	9/4/2020	8/6/2020	8/6/2020	8/6/2020	8/6/2020	8/6/2020	8/6/2020	10/31/2018			8/19/2020			9/9/2020			3/31/2020			9/9/2020	9/9/2020	9/9/2020		Invoice Date
	<b> </b>	3 10 0	19			4193695	4196371	4196370	4196369	4196353	4196332	4196349	4196340	4196350	4196336	4196351	4193700	4193688	4193689	4193696	4193692	4193684	10260		Totals for	223867			October 2020			1st QTR 2020			October 2020	October 2020	October 2020		Invoice Number
Totals for ARGENT VENTURES LLC:	Dresdner Robin Professional Services - Pitts	Dresdner Robin Professional Services - Drum.	Dresdner Robin Professional Services - Pitts		Totals for ARCHER & GREINER, P.C.:	Legal Services - Bates Street Redevelopment	Legal Services- Powerhouse Arts District	Legal Services- Liberty Plant Science / Nuka P	Legal Services - OPRA Matters	Legal Services- 165 Ocean Avenue	Legal Services- Ash Street Redevelopment	Legal Services- Mecca Bates Sub-Redevelopm	Legal Services- Exeter Thomas McGovern	Legal Services- York Street & West Sub-Rede	Legal Services- 61-63 Sip Avenue	Legal Services- Pegasus / 100 Colden	Legal Services - Nuka Properties/Liberty Plant	Legal Services - 61-63 Sip Avenue	Legal Services - Bates Street Redevelopment	Legal Services - Pegasus/100 Colden St - Sub	Legal Services- 550 Johnston Avenue		Professional Services - Period Ending 10/31/1		Totals for Apruzzese, McDermott, Mastro & Murphy:	Legal Services - Internal Employment		Totals for AFLAC:	Employee Deductions per Payroll		Totals for ABL Sports:	Refund of Gym Rental paid in advance for 1st		Totals for 66 YORK STREET, LLC:	Office Rent - 66 York St	Operating Expenses - 66 York St	Electric Utlity Payment - 66 York St		Invoice Description
\$113,275.75	\$525.00	\$40,000	\$66,444.75		\$36,998.16	\$742.50	\$385.00	\$605.00	\$1,067.50	\$275.00	\$146.65	\$1,595.00	\$220.00	\$2,255.00	\$15,372.50	\$1,265.00	\$495.00	\$8,167.50	\$753.10	\$1,677.50	\$742.50	\$330.00	\$903.41		\$87.50	\$87.50		\$1,006.20	\$1,006.20		\$2,310.00	\$2,310.00		\$10,950.00	\$10,027.54	\$273.94	\$648.52		Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		Potential Discount Discount Expires On
\$113,275.75	\$525.00	\$45,226.00	\$66,444.75		\$36,998.16	\$742.50	\$385.00	\$605.00	\$1,067.50	\$275.00	\$146.65	\$1,595.00	\$220.00	\$2,255.00	\$15,372.50	\$1,265.00	\$495.00	\$8,167.50	\$753.10	\$1,677.50	\$742.50	\$330.00	\$903.41		\$87.50	\$87.50		\$1,006.20	\$1,006.20		\$2,310.00	\$2,310.00		\$10,950.00	\$10,027.54	\$273.94	\$648.52		Net Amount Due

	DRESDNER ROBIN ENVIRON MGM 9/15/2020	DRESDNER ROBIN ENVIRON MGMT		DIANA JEFFREY	DIANA JEFFREY		CRYSTAL POINT CONDOMINIUM A 9/15/2020	CRYSTAL POINT CONDOMINIUM ASSOC		COMCAST	COMCAST	COMCAST		CME ASSOCIATES	CME ASSOCIATES	CME ASSOCIATES	CME ASSOCIATES		CASH	CASH		BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENTS	BROWNFIELD REDEVELOPMENTS	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT SOLUTIONS		BLACKBAUD FUNDWARE	BLACKBAUD FUNDWARE		BEACON	BEACON	Vendor Name
	9/15/2020	-1		9/15/2020	9/15/2020		9/15/2020	SSOC.		9/15/2020	9/15/2020	9/14/2020		9/15/2020	9/15/2020	9/15/2020			9/15/2020			9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	SOLUTIONS		9/15/2020			9/15/2020		Due Date
	8/19/2020			9/13/2020	8/24/2020		8/10/2020			9/5/2020	8/28/2020	8/16/2020		8/31/2020	8/31/2020	8/14/2020			9/10/2020			8/28/2020	8/28/2020	8/28/2020	8/28/2020	8/28/2020	8/28/2020			8/29/2020			9/2/2020		Invoice Date
Totals i	16437			September	Donto	Totals for CF	October 2020			September	September	Contember		266301	266300	265762			replenishment		Totals for BROWN	4908	4882	4881	48/9	4878	4877			91945323			05-09-20		Invoice Number
Totals for DRESDNER ROBIN ENVIRON MGMT:	Professional Environmental Services- Berry L		Totals for DIANA JEFFREY:	Dental Reimbursement	Dental Daimhurramant Danandant	Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	Maintenance Fee		Totals for COMCAST:	25 Journal Sq - Businees Internet	66 York St - Businees Internet and Cable	Internat Carrice at 665 Ocean Avanua	Totals for CME ASSOCIATES:	Engineering Services - Berry Lane Park - Skat	Engineering Services - Berry Lane Park - Pavi	Engineering Services - Berry Lane Park - Pavi		Totals for CASH:	Replenishment of Petty Cash		Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Oversight & Mgmt Services for EPA Revolvi	Morris Canal-Greenway Implementation Plan	Oversight & Mont Services for EPA Hay Su	Oversight & Mant Services for EPA Multiput	Environmental Support Services for Grand Je	Environmental Assessment- 408-420 Commun		Totals for BLACKBAUD FUNDWARE:	Financial System - Renewal Invoice		Totals for BEACON:	Prof Services Area Need of Redevelopment- 1		Invoice Description
\$2,553.75	\$2,553.75		\$263.20	\$148.00	6116.20	\$160.26	\$160.26		\$818.68	\$115.86	\$115.86	6700	\$12,856.10	\$1,715.50	\$3,528.50	\$7,612.10		\$375.00	\$375.00		\$15,188.25	\$250.00	\$6,888.25	\$811.25	\$3,750,00	\$3,020.00	\$382.50		\$6,199.92	\$6,199.92		\$5,800.00	\$5,800.00		Invoice Balance
\$0.00	\$0.00		00.08	\$0.00	9000	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	9000	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		Potential Discount Discount Expires On
\$2,553.75	\$2,553.75		\$263.20	\$148.00	*116.00	\$160.26	\$160.26		\$818.68	\$115.86	\$115,86	#506.06	\$12,856.10	\$1,715.50	\$3,528.50	\$7,612.10		\$375.00	\$375.00		\$15,188.25	\$250,00	\$6,888.25	\$811.25	\$3,250.25	\$3,020.00	\$382.50		\$6,199.92	\$6,199.92		\$5,800.00	\$5,800.00		Net Amount Due

KINNEY LISOVICZ REILLY & WOLFF PC KINNEY LISOVICZ REILLY & WOLF 9/15 KINNEY LISOVICZ REILLY & WOLF 9/15		JC MUNICIPAL UTILITIES AUTHORI	JC MUNICIPAL UTILITIES AUTHORITY JC MUNICIPAL UTILITIES AUTHORITY JC A		JAMES F WADDLETON JAMES F WADDLETON		HUDSON COUNTY REGISTER	HUDSON COUNTY REGISTER			GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP	GLUCK WALRATH LLP		GARDEN STATE LABORATORIES	GARDEN STATE LABORATORIES		EVENING JOURNAL ASSOCIATION	EVENING JOURNAL ASSOCIATION		ELIZABETH VASQUEZ	ELIZABETH VASQUEZ	Vendor Name	
F PC 9/15/2020 9/15/2020		9/15/2020	9/15/2020		9/15/2020		9/15/2020	9/15/2020			9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020			9/15/2020			9/15/2020			9/15/2020		Due Date	
8/11/2020 8/5/2020		8/14/2020 8/19/2020	8/18/2020		7/18/2020		7/30/2020	7/30/2020		!	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020	8/27/2020			8/17/2020			8/31/2020			8/28/2020		Invoice	
17418 17419	Totals fo	September 2020 September 2020	September 2020		Optical		57402	57415		,	44416	44425	44423	44422	44421	44420	44419	44418	44417	44415	44414	44413	44412		Tote	500560		Total	August 2020			Dental		Invoice Number	
Legal Services - Employment Issues Legal Services - JCRA v JC Capital Fund	Totals for JC MUNICIPAL UTILITIES AUTHORITY:	Water & Sewer - 665 Ocean Avenue - 303063 Water & Sewer - 25 Journal Sq - 3030830734	Water & Sewer - 25 Journal Sq (F/L) - 303093	Totals for JAMES F WADDLETON:	Eye Exam and Glasses Reimbursement	Totals for HUDSON COUNTY REGISTER:	Recording Fee-524-530 Ocean Av- 3rd Amenc	Recording Fee-524-530 Ocean Av- Dec Coven	TOLING TO GLOCK WALRAIN LLT.	!		Legal Services - PSE&G Easement (1 Berry I.	Legal Services - 454 Palisade Avenue	Legal Services - 9 Myrtle Avenue - MDW	Legal Services - Cara Squared, LLC / 306 Ber	Legal Services - Jai Bairangi Invest, LLC	Legal Services - Bright & Varick UR Co., LL	Legal Services - 97-99 Dwight Street	Legal Services - 92-94 Stegman Street	Legal Services - 201 New York Avenue	Legal Services - 248 Grove Street	Legal Services - 332 Whiton Street	Legal Services - APRA		Totals for GARDEN STATE LABORATORIES:	Water Testing - 292 MLK DRIVE		Totals for EVENING JOURNAL ASSOCIATION:	Legal Advertising		Totals for ELIZABETH VASQUEZ:	Dental Reimbursement - Spouse		Invoice Description	
\$1,872.50 \$1,855.00	\$2,026.47	\$322.34 \$285.47	\$1,418.66	\$158.00	\$158.00	\$66.00	\$33.00	\$33.00	\$7,690.00	90700	\$55.00	\$841.00	\$385.00	\$495.00	\$1,402.50	\$52.50	\$2,030.00	\$467.50	\$192.50	\$1,705.00	\$110.00	\$55.00	\$105.00		\$330.00	\$330.00		\$154.87	\$154.87		\$200.00	\$200,00		Invoice Balance	
\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		Potential Discount Discount Expires On	-
\$1,872.50 \$1,855.00	\$2,026.47	\$322.34 \$285.47	\$1,418.66	\$158.00	\$158.00	\$66.00	\$33.00	\$33.00	\$/,690.00	400.00	\$55.00	\$841.00	\$385.00	\$495.00	\$1.402.50	\$52.50	\$2,030.00	\$467.50	\$192.50	\$1,705.00	\$110.00	\$55.00	\$105.00		\$330.00	\$330.00		\$154.87	\$154.87		\$200.00	\$200.00		Net Amount Due	

PUBLIC SERVICE ELECTRIC & GAS	PHILLIPS,PREISS GRYGIEL, LLC	PHILLIPS,PREISS GRYGIEL, LLC	I PIM IT GIGUT OF COOPERING			Peter Waldor & Associates		NJ DIVISION OF MOTOR VEHICLES		NEW JERSEY REALTY ADVISORY G 9/15/2020			Nay's Cleaning Company LLC		Nay's Cleaning Company LLC	Nay's Cleaning Company LLC		MOISHE'S MOVING SYSTERMS  MOISHE'S MOVING SYSTERMS		ML, INC.	ML, INC.		METLIFE	METLIFE	METLIFE					MCMANIMON, SCOTLAND & BAU MCMANIMON, SCOTLAND & BAU	Vendor Name
9/15/2020	9/15/2020		211312020	9/15/2020	9/15/2020			9/15/2020		9/15/2020	}		9/15/2020	9/15/2020	9/15/2020	0/15/2020		9/15/2020		9/15/2020			9/15/2020	9/15/2020			9/15/2020	9/15/2020	9/15/2020	9/15/2020 9/15/2020	Due Date
8/19/2020	8/20/2020		0/31/2020	9/3/2020	9/3/2020			6/27/2020		6/23/2020			8/23/2020	8/16/2020	9/6/2020	8/20/2020		9/9/2020		8/31/2020			9/9/2020	9/9/2020			5/28/2020	8/31/2020	8/31/2020	8/31/2020 8/31/2020	Invoice Date
72-357-631-08	31570 Tot		23212	25334	25335		Totals	Registration	Totals for N	1663			16	15	18	រី	То	October 2020		Application #10			10/16/20	10/2/20		Totals for MCM/	174005	174404	174403	1 <b>744</b> 01 1 <b>744</b> 02	Invoice Number
Gas & Electric - 292 MLK Dr - Floor 1	Relocation Assistance Services - 125 Monitor Totals for PHILLIPS,PREISS GRYGIEL, LLC:	lotals for Peter Waldor & Associates:	Flobelly Hismanice - 360 MLN DIVE	Property Insurance - 180 9th Street	Property Insurance - 888 Newark Av		Totals for NJ DIVISION OF MOTOR VEHICLES:	Agency Vehicle Registration Renewal	Totals for NEW JERSEY REALTY ADVISORY GRO:	Commission Hearings & Preparation - 61-63 S	rotals for way's cleaning company erco.		Cleaning & Supplies for 66 York Street	Cleaning & Supplies for 66 York Street	Cleaning & Supplies for 66 Vork Street		Totals for MOISHE'S MOVING SYSTERMS:	Storage at Day St - Rent September	Totals for ML, INC.:	Berry Lane Park/Phave VI- Pavillion & Site I		Totals for METLIFE:	Deferred Salary Per Pay Period Ending	Deferred Salary Per Pay Period Ending		Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	Legal Services- Tonnelle Avenue / Daylight T	Legal Services - Halpern 49 Fisk matter	Legal Services - 168 Sip Avenue matter / Iro	Legal Services - Scattered Site  Legal Services - Terzetto Redevelonment Pro	Invoice Description
\$21.85	\$150.00 \$150.00	\$31,598.51	\$20,000.80	\$11,327.75	\$263.90		\$59.00	\$59.00	\$1,225.00	\$1,225.00	\$5,400.00	00 00% 29	\$1,350.00	\$1,350.00	\$1,350.00	5	\$700.00	\$700.00	\$139,020.93	\$139,020.93		\$900.00	\$450.00	\$450.00		\$119,702.36	\$682.00	\$3,565.00	\$4,030.00	\$4,690.00 \$2,742.00	Invoice Balance
\$0.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00 03	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	Potential Discount Discount Expires On
\$21.85	\$150.00 \$150.00	\$31,598.51	\$27,500.00	\$11,327.75	\$263.90		\$59.00	\$59.00	\$1,225.00	\$1,225.00	\$3,400.00	00 000 29	\$1,350.00	\$1,350.00	\$1,350.00	3	\$700.00	\$700.00	\$139,020.93	\$139,020.93		\$900.00	\$450.00	\$450.00		\$119,702.36	\$682.00	\$3,565.00	\$4,030.00	\$4,690.00 \$2,742.00	Net Amount Due

Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.								Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.		KAMON FONCE	RAMON PONCE	RAMON PONCE		PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	PUBLIC SERVICE ELECTRIC & GAS	Vendor Name
9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020			9/15/2020	9/15/2020			9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	9/15/2020	Due Date
8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020			8/26/2020	7/24/2020			8/19/2020	8/19/2020	8/17/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	8/19/2020	Invoice Date
8337-24	8337-23	8337-22	8337-21	8337-14	8337-13	8337-12	8337-7	8337-20	8337-19	8337-18	8337-17	8337-16	8337-15	8337-11	8337-10	8337-9	8337-8	8337-6	8337-5	8337-4	8337-3	8337-2	8337-1			August	July		Totals	72-729-980-08	72-729-973-03	75-105-243-18	72-729-972-06	72-729-971-09	72-729-976-05	72-729-965-01	72-357-633-02	72-729-978-18	72-729-975-08	72-729-977-02	72-357-632-05	72-729-979-07	72-729-974-00	Invoice Number
Lawn Maintenance & Trash Removal- 336-3	Lawn Maintenance & Trash Removal- 34-36 (	Lawn Maintenance & Trash Removal- 174 Ne	Lawn Maintenance & Trash Removal- 80 Bay	Lawn Maintenance & Trash Removal- 665 Oc	Lawn Maintenance & Trash Removal- 405-4	Lawn Maintenance & Trash Removal- 199 Wc	Lawn Maintenance & Trash Removal- 292 MI	Lawn Maintenance & Trash Removal- 180 Ni	Lawn Maintenance & Trash Removal- 84 Sip.	Lawn Maintenance & Trash Removal- 693-7	Lawn Maintenance & Trash Removal- 550 Jo	Lawn Maintenance & Trash Removal- 91 Har	Lawn Maintenance & Trash Removal- 556 Co	Lawn Maintenance & Trash Removal- 408-4	Lawn Maintenance & Trash Removal- 141 Ke	Lawn Maintenance & Trash Removal- 326-3	Lawn Maintenance & Trash Removal- 314 MI	Lawn Maintenance & Trash Removal- 284 MI	Lawn Maintenance & Trash Removal- 204 St	Lawn Maintenance & Trash Removal- 199 St	Lawn Maintenance & Trash Removal- 92-94 S	Lawn Maintenance & Trash Removal- 97-99 I	Lawn Maintenance & Trash Removal- 185 Dw		Totals for RAMON PONCE:	Dental Reimbursement	Dental Reimbursement		Totals for PUBLIC SERVICE ELECTRIC & GAS:	Gas & Electric - 665 Ocean Avenue - Office B	Gas & Electric - 665 Ocean Avenue - Apt. 2C	Gas & Electric - Aetna St & Ft of Jersey	Gas & Electric - 665 Ocean Avenue - Apt. 2B	Gas & Electric - 665 Ocean Avenue - Apt. 2A	Gas & Electric - 665 Ocean Avenue - Apt. 3B	Gas & Electric - 665 Ocean Avenue - HSE	Gas & Electric - 292 MLK Dr - HSE	Gas & Electric - 665 Ocean Avenue - Apt. 3D	Gas & Electric - 665 Ocean Avenue - Apt. 3A	Gas & Electric - 665 Ocean Avenue - Apt. 3C	Gas & Electric - 292 MLK Dr - Floor 2	Gas & Electric - 665 Ocean Avenue - Office A	Gas & Electric - 665 Ocean Avenue - Apt. 2D	Invoice Description
\$205.00	\$175.00	\$190.00	\$320.00	\$240.00	\$165.00	\$185.00	\$175.00	\$320.00	\$195.00	\$190.00	\$355.00	\$215.00	\$210.00	\$275.00	\$205.00	\$240.00	\$155.00	\$160.00	\$265.00	\$185.00	\$175.00	\$220.00	\$165.00		\$153.84	\$76.92	\$76.92		\$9,480.91	\$7,668.05	\$260.10	\$240.75	\$205.38	\$202.86	\$197.04	\$177.44	\$112.04	\$106.14	\$87.14	\$66.61	\$56.18	\$52.31	\$27.02	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Potential Discount Discount Expires On
\$205.00	\$175.00	\$190.00	\$320.00	\$240.00	\$165.00	\$185.00	\$175.00	\$320.00	\$195.00	\$190.00	\$355.00	\$215.00	\$210.00	\$275.00	\$205.00	\$240.00	\$155.00	\$160.00	\$265.00	\$185.00	\$175.00	\$220.00	\$165.00		\$153.84	\$76.92	\$76.92		\$9,480.91	\$7,668.05	\$260.10	\$240.75	\$205.38	\$202.86	\$197.04	\$177.44	\$112.04	\$106.14	\$87.14	\$66.61	\$56.18	\$52.31	\$27.02	Net Amount Due

\$191.27 \$191.27	Meter Usage / Printer  Totals for XEROX CORPORATION:				
\$191.27	Meter Usage / Printer				
		October 2020	9/9/2020	9/15/2020	XEROX CORPORATION XEROX CORPORATION
\$17,750.00	Totals for Wielkotz & Company, LLC.:				
\$7,500.00 \$10,250.00	CFO Services Rendered CFO Services Rendered	20-00085-00764	9/1/2020 9/3/2020	9/15/2020 9/15/2020	Wielkotz & Company, LLC. Wielkotz & Company, LLC.
					Wielkotz & Company, LLC.
\$123.12	Totals for W. B. MASON CO., INC.:				
\$123.12	Office Supplies	213482501	9/4/2020	9/15/2020	W. B. MASON CO., INC.
\$1,025.00	Totals for VICTORIA BONNERS:				
\$500,00 \$525.00	Dental Reimbursement  Dental Reimbursement	Dental  Dental	9/12/2020 8/27/2020	9/15/2020	VICTORIA BONNERS
					VICTORIA BONNERS
\$356.36	Totals for VERIZON:				
\$356.36	Agency Cell Phone Bill - August 2020	9861464966	8/23/2020	9/15/2020	VERIZON
ø4,/y1.0/	OF CHIEF WAT OF HOUGON COOMET.	Cialo			VERIZON
67 201 62	for INITED MAY OF LUDGON COUNTY.				
\$4,791.67	Case/Property Mmgt Services at 665 Ocean A	August 2020	8/31/2020	<b>Y</b> 9/15/2020	UNITED WAY OF HUDSON COUNTY UNITED WAY OF HUDSON COUNT
\$14,455.00	Totals for TSIVICOS ENTERPRISES, INC.:			٠	
\$14,455.00	Berry Lane Park/Phave VI- Skate Park & Site ]	Payment No. 9	9/3/2020	9/15/2020	TSIVICOS ENTERPRISES, INC. TSIVICOS ENTERPRISES, INC.
\$1,185.00	otals for TOSHIBA FINANCIAL SERVICES:	70			
\$1,185.00	Payment for Copier Lease - August 2020	5011842604	9/5/2020	9/15/2020	TOSHIBA FINANCIAL SERVICES TOSHIBA FINANCIAL SERVICES
\$179.92	tals for STATE OF N.J. DEPT OF LABOR:	77			
\$179.92	Employer Account / Unemployment Dues	0-226-002-881/000	9/15/2020	9/15/2020	STATE OF N.J. DEPT OF LABOR STATE OF N.J. DEPT OF LABOR
\$457.28	Totals for STAPLES CREDIT PLAN:				
\$457.28	Miscellaneous Office Supplies- August 2020	September	9/4/2020	9/15/2020	STAPLES CREDIT PLAN STAPLES CREDIT PLAN
\$5,380.00	Totals for Silagy Contracting, LLC.:				
\$195.00	Lawn Maintenance & Trash Removal- 1054-	8337-25	8/19/2020	9/15/2020	Silagy Contracting, LLC.
Invoice Balance	Invoice Description	Invoice Number	Invoice Date	Due Date	Vendor Name
	Invoice Balance \$195.00 \$5,380.00 \$5,380.00 \$457.28 \$457.28 \$179.92 \$179.92 \$1,185.00 \$1,455.00 \$14,455.00 \$14,455.00 \$4,791.67		Lawn Maintenance & Trash Removal- 1054- Totals for Silagy Contracting, LLC.:  Miscellaneous Office Supplies- August 2020 Totals for STAPLES CREDIT PLAN:  //O00 Employer Account / Unemployment Dues Totals for STATE OF N.J. DEPT OF LABOR:  Payment for Copier Lease - August 2020 Totals for TOSHIBA FINANCIAL SERVICES:  Berry Lane Park/Phave VI- Skate Park & Site   \$1 Totals for TSIVICOS ENTERPRISES, INC.: \$1 Case/Property Mmgt Services at 665 Ocean A Case/Property May OF HUDSON COUNTY: \$1	Invoice Number   Invoice Description	Due Date         Invoice Date         Invoice Number         Invoice Description           9/15/2020         8/19/2020         8337-25         Lawn Maintenance & Trash Removal- 1054- Totals for Silagy Contracting, LLC.:         \$           9/15/2020         9/4/2020         September         Miscellaneous Office Supplies- August 2020 Totals for STAPLES CREDIT PLAN:           9/15/2020         9/15/2020         0-226-002-881/000 Employer Account / Unemployment Dues Totals for STATE OF N.J. DEPT OF LABOR:           9/15/2020         9/5/2020         5011842604 Payment for Copier Lease - August 2020 Totals for TOSHIBA FINANCIAL SERVICES:           9/15/2020         9/3/2020 Payment No. 9 Berry Lane Park/Phave VI- Skate Park & Site   \$1           9/15/2020         8/31/2020 August 2020 Case/Property Mingt Services at 665 Ocean A Totals for UNITED WAY OF HUDSON COUNTY:         \$1

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 all due dates Include all Post Statuses Include all Invoices

Include all Vendors

Include these Banks: Provident Checking Include all Invoice Attributes Include all Vendor Attributes

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		Wielkotz & Company, LLC.	Wielkots 9 Company 11 C	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	·	MCMANIMON, SCOTLAND & BAUMANN, LLC		CME ASSOCIATES	CME ASSOCIATES	CME ASSOCIATES		BROWNFIELD REDEVELOPMENT SOLUTIONS BROWNFIELD REDEVELOPMENT S 9/15/2020	Vendor Name
		9/15/2020		9/15/2020	9/15/2020	9/15/2020	ANN, LLC		9/15/2020	9/15/2020			<b>OLUTIONS</b> 9/15/2020	Due Date
		9/3/2020		8/31/2020	8/31/2020	8/31/2020			8/14/2020	8/31/2020			8/28/2020	Invoice Date
		20-00085-00787	Totals for MCM#	174406	174405	174395			265764	266629		Totals for BROWN	4913	Invoice Number
GRAND TOTALS:	Totals for Wielkotz & Company, LLC.:	Accounting Services - Bayfront	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	Legal Services - Bayfront - BRP Development	Legal Services - Bayfront - Pennsore/Omni	Legal Services - Bayfront/Honeywell		Totals for CME ASSOCIATES:	Engineering Services - Bayfront Redevelopme	Engineering Services - Bayfront Redevelopme		Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Bayfront Sustainability Specialist	Invoice Description
\$108,999.05	\$800.00	\$800.00	\$10,225.00	\$2,697.00	\$2,418.00	\$5,110.00		\$85,805.30	\$29,813.25	\$55,992.05		\$12,168.75	\$12,168.75	Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	Potential Discount Discount Expires On
\$108,999.05	\$800.00	\$800.00	\$10,225.00	\$2,697.00	\$2,418.00	\$5,110.00		\$85,805.30	\$29,813.25	\$55,992.05		\$12,168.75	\$12,168.75	Net Amount Due

Page 2

Report name: Invoice Due Today-INVESTORS

Show invoices open as of today

Do not include invoices scheduled to be generated

Include all invoice dates Calculate discounts as of today

Include all post dates
Include all due dates
Include all Post Statuses

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 EXTENDING THE DESIGNATION OF PARK AVENUE LANDING, LLC AS REDEVELOPER FOR PROPERTY IDENTIFIED AS PARCEL 17 WITHIN THE LIBERTY HARBOR NORTH 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 Liberty Harbor North Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the City has enacted the Liberty Harbor North 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, on January 15, 2013, the Agency designated Park Avenue Landing, LLC (the "Redeveloper") as the redeveloper for the construction of a mixed use project to contain approximately 1,000 market rate residential units, approximately 38,000 to 45,000 square feet of retail space, and approximately 30,000 square feet of community amenity space (the "Project") upon that certain property identified as Parcel 17 within the Redevelopment Area, which parcel is approximately two acres in size (the "Property"); and

WHEREAS, said designation was subsequently extended; and

WHEREAS, the parties continue to negotiate a redevelopment agreement and to resolve certain title matters impacting the Property; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until March 31, 2021, 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 March 31, 2021, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.
- **Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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

Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of September 15, 2020.

RECORD OF COMMISSIONERS VOTE								
NAME	<u>AYE</u>	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>				
Donald R. Brown	1							
Douglas Carlucci	1							
Evelyn Jones	3			<b>✓</b>				
Erma D. Greene				<b>/</b>				
Darwin R. Ona	<b>\</b>			··· -				
Denise Ridley	1,							
Daniel Rivera	1							

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH FD JOHNSTON AVE LLC, FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 15801, LOTS 49 AND 50, COMMONLY KNOWN AS 262 JOHNSTON AVENUE LOCATED WITHIN THE MORRIS CANAL 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 Morris Canal Redevelopment Area (the "Redevelopment Area") and adopted a redevelopment plan for the Redevelopment Area entitled the "Morris Canal Redevelopment Plan" (as the same may be amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, certain property identified on the official tax maps of the City as Block 15801, Lots 49 and 50, commonly known as 262 Johnston Avenue (the "Property"), is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, pursuant to Resolution No. 20-06-12 adopted on June 16, 2020, the Board of Commissioners of the Agency authorized execution of a redevelopment agreement (the "Redevelopment Agreement") with FD Johnston Ave, LLC (the "Redeveloper") for the redevelopment of the Property with a twenty-four (24) story, mixed-use building consisting of 168 residential units (13 studios, 111 one-bedrooms, and 44 two-bedrooms), 11 affordable housing units (7 one-bedrooms and 4 two-bedrooms), and approximately 7,924 square feet of retail/commercial space; and

WHEREAS, Section 7.03 of the Redevelopment Agreement shall be amended to clarify certain of the transfer provisions; and

WHEREAS, the Agency desires to memorialize such revision in a First Amendment to the Redevelopment Agreement; and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the Redevelopment Agreement shall remain unchanged and in full force and effect,

**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 amendment of the Redevelopment Agreement in order to clarify certain of the transfer provisions.
- Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the First Amendment to 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 4.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution, in consultation with counsel.
  - **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 September 15, 2020.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	ABSTAIN	ABSENT			
Donald R. Brown	<b>/</b>						
Douglas Carlucci	1						
Erma D. Greene							
Evelyn Jones			1				
Darwin R. Ona	1						
Denise Ridley	1						
Daniel Rivera							

