RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR REMOTE PUBLIC MEETING OF SEPTEMBER 15, 2020

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

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated October 20, 2020

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING PROFESSIONALS TO PROVIDE AUDITING 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 auditing services (the "Auditing Services"); and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.4 et seq. (the "Pay-to-Play Law"), on September 18, 2020 the Agency issued a Request for Qualifications for Professional Auditor Services, a copy of which is on file with the Agency ("RFQ") to solicit qualification statements from respondents with expertise in the provision Auditing Services; and

WHEREAS, on October 9, 2020, the Agency received one (1) qualification statement(s) in response to the RFQ, which was reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to approve a qualified pool of auditors to include the following firm(s):

1. Donohue, Gironda, Doria & Tomkins, LLC; and

WHEREAS, the qualification term will be one (1) year; and

WHEREAS, the Board of Commissioners may award a contract(s) for the Auditing Services at any time within the qualification term according to the scope and amount as shall be defined in subsequent authorization to enter into professional services agreement(s) adopted by the Board of Commissioners,

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 Auditing 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 Auditing Services.

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 October 20, 2020.

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	/			
Douglas Carlucci	/			
Erma D. Greene				
Evelyn Jones	1			
Darwin R. Ona				
Denise Ridley	/			4
Daniel Rivera		<u> </u>		

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DONOHUE, GIRONDA, DORIA & TOMKINS, LLC TO PERFORM PROFESSIONAL AUDITING SERVICES FOR ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency from time to time requires the services of firms to provide general auditing services and auditing services in connection with certain projects throughout the City (the "Auditing Services"); and

WHEREAS, in accordance with *N.J.S.A*. 19:44A-20.4, the Agency issued a Request for Qualifications ("**RFQ**") for the Auditing Services on September 18, 2020; and

WHEREAS, by resolution adopted as of even date herewith, the Agency qualified Donohue, Gironda, Doria & Tomkins, LLC ("**DGDT**") to provide the Auditing Services for a qualification term of one (1) year; and

WHEREAS, DGDT submitted a proposal dated as of October 2020 (the "Proposal"), which Proposal is on file with the Agency, to provide the Auditing Services; and

WHEREAS, the Agency desires to enter into a professional services contract for the Auditing Services (the "Contract") with DGDT to perform the Auditing Services outlined in the Proposal for a term not to exceed one (1) year, for a total amount not to exceed Forty-Seven Thousand Five Hundred Dollars (\$47,500.00) to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency hereby certifies that funds are available for the purpose of obtaining the Auditing Services; and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A*. 40A:11-1 *et seq.*, the Auditing 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 Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with DGDT to provide the Auditing Services for a term not to exceed one (1) year, payable at the rates included in the Proposal for a total amount not to exceed Forty-Seven Thousand Five Hundred Dollars (\$47,500.00), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

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 October 20, 2020.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIFTH EXTENSION OF THE DESIGNATION OF 550 JOHNSTON AVENUE, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 15401, LOT 1 AND MORE COMMONLY KNOWN AS 550 JOHNSTON AVENUE WITHIN THE BEACON REDEVELOPMENT AREA

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

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

WHEREAS, on April 16, 2019, by Resolution No. 19-04-04, the JCRA designated 550 Johnston Avenue, LLC ("Redeveloper") as redeveloper for the development of property located at Block 15401, Lot 1, commonly known as 550 Johnston Avenue ("Property"), located within the Beacon Redevelopment Area and subject to the Beacon Redevelopment Plan, for a period of one hundred and twenty (120) days ending on August 14, 2019, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

WHEREAS, on September 24, 2019, by Resolution No. 19-09-06, the JCRA granted the Redeveloper an extension of its designation to January 11, 2020, with one (1) additional period of thirty (30) days through February 11, 2020; and

WHEREAS, on February 18, 2020, by Resolution No. 20-02-05, the JCRA granted the Redeveloper an extension of its designation to June 9, 2020; and

WHEREAS, on June 16, 2020, by Resolution No. 20-06-07, the JCRA granted the Redeveloper an extension of its designation to August 8, 2020; and

WHEREAS, on July 21, 2020, by Resolution No. 20-07-02, the JCRA granted the Redeveloper an extension of its designation to October 7, 2020; and

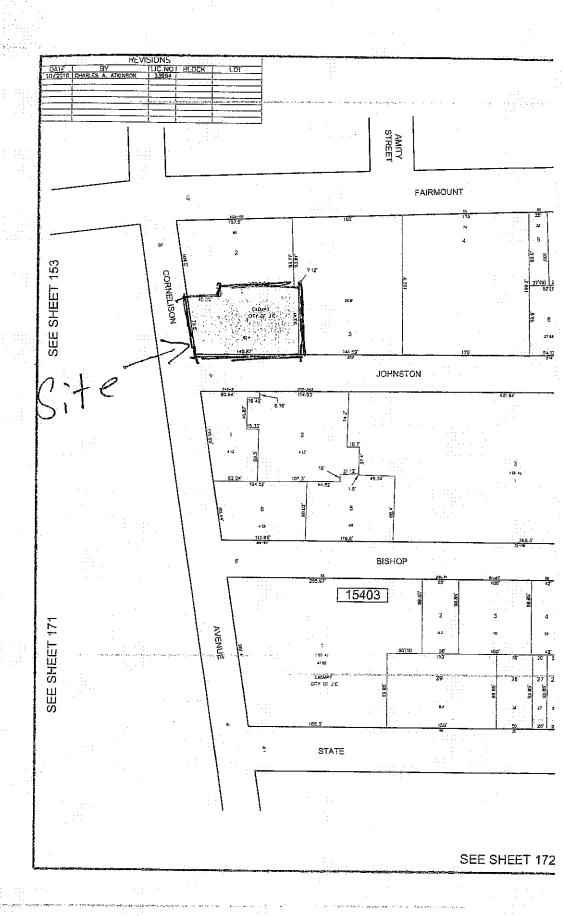
WHEREAS, the JCRA wishes to grant a fifth extension of the Redeveloper's designation as redeveloper of the Property to November 30, 2020, with an authorization for the Executive Director to grant a further extension of thirty (30) days in her sole discretion.

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

- 1. The above recitals are incorporated by reference as if fully set forth herein.
- 2. The designation as redeveloper of the Property previously granted and extended to Redeveloper is hereby extended a fifth time until November 30, 2020 to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the Property. This expiration date may be extended another thirty (30) days, if necessary, in the sole discretion of the JCRA's Executive Director.
- 3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this resolution, in consultation with counsel.
- 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 20, 2020.

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 829 GARFIELD HOLDINGS LP AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 22704, LOTS 7, 8 AND 9, COMMONLY KNOWN AS 113 CARTERET AVENUE AND 829-843 GARFIELD AVENUE, IN THE CANAL CROSSING REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") to implement redevelopment plans and carry 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 enacted a redevelopment plan entitled the "Canal Crossing Redevelopment Plan" dated January 28, 2009 in order to effectuate the redevelopment of the property identified therein (as amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, 829 Garfield Holdings LP (the "Redeveloper") proposes to redevelop that certain property within the Canal Crossing Redevelopment Area identified in the Redevelopment Plan as a Block 22704, Lots 7, 8 and 9 on the official tax maps of the City, commonly known as 829-843 Garfield Avenue and 113 Carteret Avenue (the "Property"); and

WHEREAS, by Resolution No. 20-04-4 adopted on April 21, 2019, the Agency designated the Redeveloper as redeveloper of the Property, and authorized the negotiation of a redevelopment agreement; and

WHEREAS, to complete the negotiation of a redevelopment agreement between the Agency and the Redeveloper, the Executive Director desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 2020, which expiration date may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, 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 in the sole discretion of the Executive Director for one (1) additional period

of thirty (30) days, to allow the Agency and 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 held on October 20, 2020.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO PROPERTY MAINTENANCE GUYS LLC FOR INTERNAL DEBRIS DISPOSAL SERVICES AT BLOCK 18602, LOT 3, COMMONLY KNOWN AS 574 COMMUNIPAW AVENUE, WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns that certain property within the City of Jersey City (the "City") identified as Block 18602, Lot 3 on the official tax maps of the City, commonly known as 574 Communipaw Avenue (the "Property"); and

WHEREAS, in order to maintain compliance with applicable standards, the Agency requires a comprehensive cleanout of the interior, vacant space in the building on the Property including but not limited to removal, loading, hauling and disposal of debris and necessary planning, area preparation, protection, setup and cleanup related thereto (the "Services"); 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, in accordance with the LPCL, the Agency solicited quotes for the provision of the Services; and

WHEREAS, Property Maintenance Guys LLC ("PMG") submitted that certain quote dated September 15, 2020, which sets forth the rates to perform the Services (the "Quote"); and

WHEREAS, the Agency desires to enter into a contract with PMG (the "Contract") for an amount not to exceed Six Thousand Nine Hundred Dollars (\$6,900.00), 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 PMG for an amount not to exceed Six Thousand Nine Hundred Dollars (\$6,900.00), 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 October 20, 2020.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF RAJIV SOIN AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 23202, LOT 75, COMMONLY KNOWN AS 284 MARTIN LUTHER KING, JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

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

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

WHEREAS, certain property identified on the City's tax maps as Block 23202, Lot 75, commonly known as 284 Martin Luther King, Jr. Drive (the "**Property**") is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, on January 15, 2019, the Board of Commissioners of the Agency adopted Resolution No. 19-01-11 conditionally designating Rajiv Soin, (the "Redeveloper") as redeveloper of the Property, which designation was subsequently extended, including most recently by Resolution No. 20-08-09 adopted on August 18, 2020; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until November 30, 2020 so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

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 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 their Regular Meeting of October 20, 2020.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF WEBB WASHINGTON COMMUNITY DEVELOPMENT CORPORATION, A NONPROFIT CORPORATION, AS THE REDEVELOPER OF CERTAIN PROPERTY COMMONLY KNOWN AS 204 STEGMAN STREET AND 174-178 MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

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

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

WHEREAS, certain properties identified on the City's tax maps as Block 25001, Lots 66 and 68.01, also known as 204 Stegman Street and 174-178 Martin Luther King Jr. Drive, respectively (collectively, the "Property"), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on January 16, 2018, the Agency adopted Resolution No. 18-01-08 (the "Designation Resolution") conditionally designating Webb Washington Community Development Corporation, a nonprofit corporation of the State of New Jersey (the "Redeveloper"), as redeveloper of the Property, which designation was subsequently extended, including most recently by Resolution No. 20-02-11 adopted on February 18, 2020; 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.

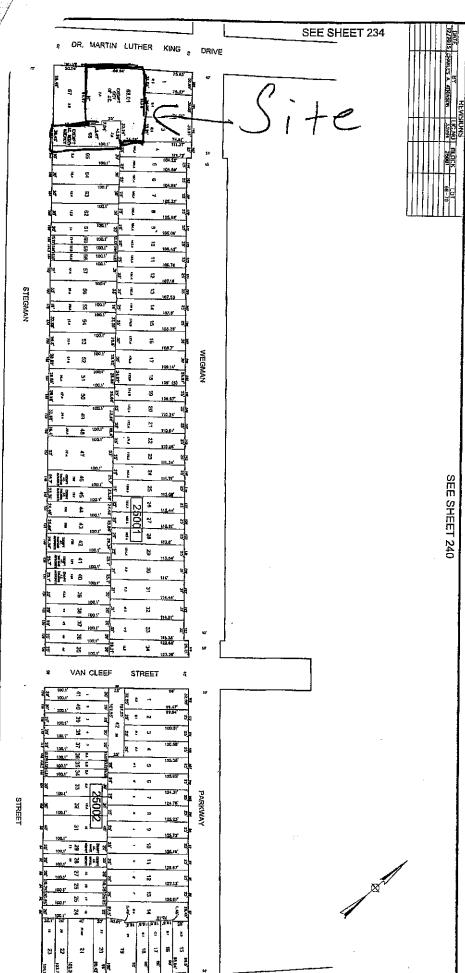
Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until December 31, 2020, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

Section 3. The 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 their Regular Meeting of October 20, 2020.

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 30 JOURNAL SQUARE PARTNERS LLC AS REDEVELOPER FOR CERTAIN PROPERTY IDENTIFIED AS BLOCK 10702, LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, COMMONLY KNOWN AS 30 JOURNAL SQUARE, 3-23 ENOS PLACE AND 122-130 NEWKIRK STREET, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") to implement redevelopment plans and carry 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, 30 Journal Square Partners LLC (the "Redeveloper") proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 10702, Lots 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, commonly known as 30 Journal Square, 3-23 Enos Place, and 122-130 Newkirk Street (the "Property"); and

WHEREAS, the Agency and the Redeveloper are pursuing pre-development activities, including negotiation of a redevelopment agreement and other related actions (the "Pre-Development Activities"); and

WHEREAS, by Resolution No. 19-08-14 adopted on August 20, 2019, the Agency designated the Redeveloper as redeveloper of the Property, and authorized the negotiation of a redevelopment agreement as part of the Pre-Development Activities, which designation was extended by Resolution No. 20-05-10 adopted on May 19, 2020; and

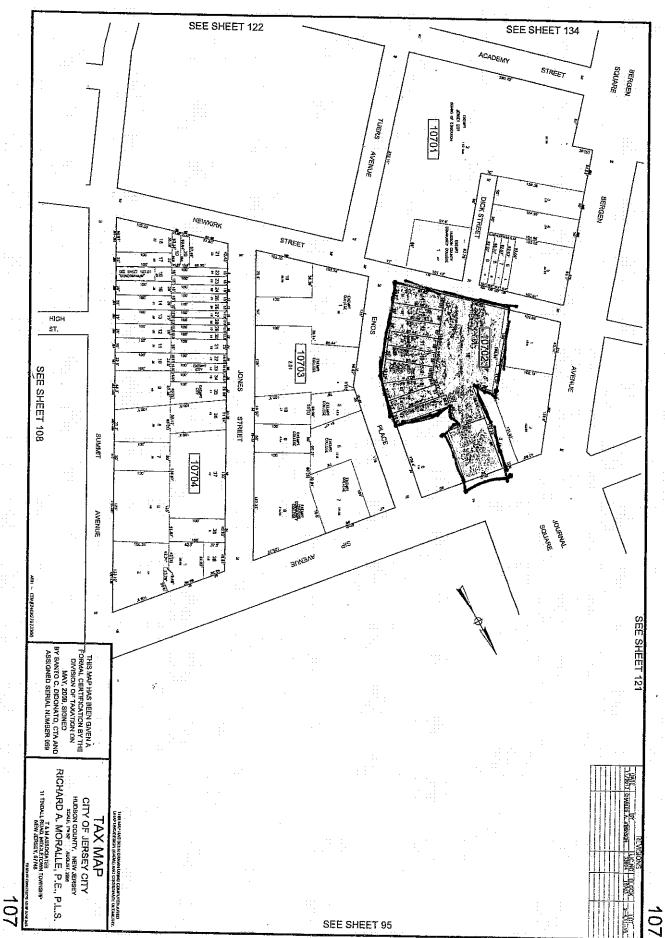
WHEREAS, to complete the negotiation of a redevelopment agreement between the Agency and the Redeveloper, the Executive Director desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 2020, which expiration date may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, 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 in the sole discretion of the Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and 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 held on October 20, 2020.

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AND USE AGREEMENT WITH KATERRA CONSTRUCTION, LLC FOR PROPERTY IDENTIFIED AS BLOCK 7902, LOTS 28-29, COMMONLY KNOWN AS 693-695 NEWARK AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns that certain property identified on the official tax maps of the City as Block 7902, Lots 28-29, commonly known as 693-695 Newark Avenue (collectively, the "Agency Property"), which Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

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

WHEREAS, 26-28 Cottage, LLC, an affiliate of Homestead, owns the property located at 26-28 Cottage Street, which is part of the Homestead project, and has retained Katerra Construction, LLC ("Katerra"), to perform certain construction work associated with Homestead Redevelopment Agreement (the "Construction Work"); and

WHEREAS, Katerra has requested permission for it and its employees, subcontractors and agents, to enter onto, access and use the Agency Property for the construction of the Construction Work including, but not limited to, installation and removal of protective materials and equipment to protect the Property, and installation and removal of materials and equipment necessary for the Construction Work; and

WHEREAS, the Agency desires to enter into a License and Use Agreement with Katerra (the "License Agreement"), in order to set forth the respective roles and responsibilities of the parties with respect to the Construction Work,

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

- **Section 1.** The above recitations are hereby incorporated herein as if set forth at length.
- Section 2. The Executive Director is hereby authorized and directed to negotiate and execute a License Agreement with Katerra as described herein.
- Section 3. The Chairman, Vice Chair, Executive Director, Secretary and other necessary Agency officials are hereby authorized to execute and deliver the License Agreement and any and all other documents necessary to effectuate this Resolution in consultation with counsel.
- **Section 4.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and this Resolution.
 - **Section 5.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on October 20, 2020.

DIANA H. JEFFREY, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT AND AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH ONE JOURNAL SQUARE PARTNERS URBAN RENEWAL COMPANY LLC, ONE JOURNAL SQUARE TOWER NORTH URBAN RENEWAL COMPANY LLC, AND ONE JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL COMPANY LLC WITH RESPECT TO PROPERTY KNOWN AS ONE JOURNAL SQUARE AND IDENTIFIED ON THE TAX RECORDS AS BLOCK 9501, LOT 23, 10 JOURNAL SQUARE, IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, 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**"), the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") to implement redevelopment plans and carry out redevelopment projects in the City; 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 Journal Square 2060 Redevelopment Area (the "Redevelopment Area") and adopted a redevelopment plan for the Redevelopment Area entitled the "Journal Square 2060 Redevelopment Plan" (as amended, and as may be further amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, pursuant to the Redevelopment Plan, the Agency established a program for the redevelopment of property known as One Journal Square and identified on the official tax maps of the City as Block 9501, Lot 23, 10 Journal Square (the "Property"); and

WHEREAS, the Property is within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, by Resolution #14-05-13 adopted on May 20, 2014, the Agency designated One Journal Square Partners, LLC ("One Journal Square Partners"), as redeveloper of the Property; and

WHEREAS, on or about December 17, 2014, One Journal Square Partners formed the entities known as One Journal Square Partners Urban Renewal Company LLC, One Journal Square Tower North Urban Renewal Company LLC, and One Journal Square Tower South Urban Renewal Company LLC (collectively, the "Redeveloper"); and

WHEREAS, on or about December 29, 2014, Redeveloper obtained title to and is the present owner of the Property; and

WHEREAS, on or about April 21, 2015, Redeveloper and the Agency entered into that certain Redevelopment Agreement (the "Initial Redevelopment Agreement") with respect to the Property; and

WHEREAS, on April 17, 2017, the Agency issued a notice of default of the Initial Redevelopment Agreement to Redeveloper; and

WHEREAS, on June 27, 2018, Redeveloper filed an action in the United States District Court for the District of New Jersey, captioned One Journal Square Partners Urban Renewal Company LLC, One Journal Square Tower North Urban Renewal Company LLC, and One Journal Square Tower South Urban Renewal Company LLC v. Jersey City Redevelopment Agency, City of Jersey City, and Steven Fulop, Civil Action No. 2:18-cv-11148 (the "Federal Court Litigation"); and

WHEREAS, Redeveloper also filed two separate actions in New Jersey Superior Court of Hudson County, captioned (a) One Journal Square Partners Urban Renewal Company LLC, One Journal Square Tower North Urban Renewal Company LLC, One Journal Square Tower South Urban Renewal Company LLC v. City of Jersey City and Robert Byrne, Docket No. HUD-L-3888-18; and (b) In the Matter of City of Jersey City, Mayor Steven Fulop, and Robert Byrne, Docket No. HUD-L-1756-19 (the "OPRA Litigation"); and

WHEREAS, the City filed an appeal with respect to the OPRA Litigation in the Superior Court of New Jersey, Appellate Division, Docket No. A-004272-18 (the "OPRA Appeal"; together with the Federal Court Litigation and the OPRA Litigation, the "Lawsuits"); and

WHEREAS, in order to avoid costly litigation expenses, the parties are desirous of settling the Lawsuits and have negotiated an agreed upon form of Settlement Agreement (the "Settlement Agreement"); and

WHEREAS, as a condition to the settlement of the Lawsuits and in order to promote the revitalization of the Redevelopment Area, the parties have determined to amend and restate the Initial Redevelopment Agreement; and

WHEREAS, the Redeveloper proposes revisions to the description of the project to be constructed on the Property, which will consist of two (2) phases; and

WHEREAS, the first phase ("Phase I") will consist of a residential tower with approximately fifty-two (52) stories, containing approximately 755 residential units on fifty-one (51) levels and mechanical equipment on one (1) level, which tower will be situated above the north end of a twelve (12) story base building (the "Base") containing 206 residential units, a residential lobby and residential amenities including: an indoor lap pool, spa pool, health spa, exercise space, squash courts, basketball court, bowling alleys, multi-purpose rooms, lounges, party room, children's playroom, library and two (2) exterior terraces with outdoor pool and lounge areas; a ten (10) level parking garage, which will initially contain 500 parking spaces; and retail space; and

WHEREAS, the second phase ("Phase II") will consist of an additional residential tower with fifty-two (52) stories containing 757 residential units, which tower will be situated above the south end of the Base, and will include the addition of approximately 380 parking spaces to the parking garage built in Phase I (Phase I and Phase II together, the "Project"); and

WHEREAS, the Redeveloper and the Agency desire to enter into an amended and restated redevelopment agreement, among other things, reflecting the updated Project description, a copy of which agreement is on file with the Agency (the "Amended and Restated Redevelopment Agreement"); and

WHEREAS, the Agency wishes to authorize execution of the Amended and Restated Redevelopment Agreement with the Redeveloper for the purpose of memorializing the parties' understanding and setting forth in greater detail their respective undertakings, rights and obligations in connection with the construction of the Project, all in accordance with the Redevelopment Plan,

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

- **Section 1.** The recitals above are hereby incorporated herein as if set forth at length.
- **Section 2.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Settlement Agreement in substantially the form on file with the Agency,

together with any additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel.

- **Section 3.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized, contingent upon the simultaneous execution of the Settlement Agreement by the parties, to execute the Amended and Restated Redevelopment Agreement, in substantially the form as is on file with the Agency, together with such additions, deletions and modifications thereto as may be necessary or desirable in consultation with counsel. The Amended and Restated Redevelopment Agreement shall supersede and replace the Initial Redevelopment Agreement.
- **Section 4.** Upon execution of the Amended and Restated Redevelopment Agreement, and so long as the Amended and Restated Redevelopment Agreement remains in full force and effect, Redeveloper is hereby designated as redeveloper of the Project.
- **Section 5.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute all other documents necessary and/or desirable to effectuate this Resolution, in consultation with counsel, and to undertake all actions necessary to effectuate this Resolution, in consultation with counsel.
 - **Section 6.** This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 20, 2020.

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

KENNEDY BOULEVARD SEE SHEET 106 SEE SHEET 94 BERGEN AVENUE JOURNAL SQUARE A STATE OF THE STA SEE SHEET 94 FOR AIR KENNEDY BOULEVARD CONDOMINATION SEE SHEET SEELS Ž. EONS F 딸 SEE SHEET 107 EXEMP HUMSON DOLUMIN HUMSON OF FRESHOLDERS FRESHOLDERS 274 274 275 276 1 SUBJECT FORT AUTHORITY OF MY. & ILL. VACATED 5/4/1971 MAGNOLIA AVENUE PAVONIA 9501 JONES STREET 8 VACATED 5/4/1971 BACOT STREET SEE SHEET 79 AVENUE MAGNOLIA HOMESTEAD PLACE 4.01 223 Act SEE SHET 95.01 "CONDEMNAGE" THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY, 2009, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERVAL NUMBER 959 AVENUE SUMMIT AVENUE TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SOLIE THE ALGUET 2008
RICHARD A. MORALLE, P.E., P.L.S. AVENUE 1 T & M ASSOCIATES 11 TINDALL ROAD, MIDDLETOWN TOWNSHIP NEW JERSEY, 07748 THIS MAP HAS BEEN DRAWN USING COMPUTER ANDED DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY August of the second PLENTRAL 95 SEE SHEET 96 SEE SHEET 108

36

OF BOARD **OF** THE RESOLUTION **JERSEY OF** THE COMMISSIONERS REDEVELOPMENT AGENCY AUTHORIZING THE 40135 WHITON LLC DESIGNATION OF **PROPERTY CERTAIN OF** REDEVELOPER LOCATED AT BLOCK 17506, LOTS 8, 9, AND 10 STREET) WITHIN WHITON (401-405 LAFAYETTE PARK REDEVELOPMENT AREA

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

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

WHEREAS, 40135 Whiton LLC (the "Redeveloper") proposes to redevelop properties located within the Redevelopment Area identified on the official tax maps of the City as Block 1760, Lots 8, 9 and 10, commonly known as 401-405 Whiton Street (the "Property"); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper specifically proposes to construct an eight (8) story multi-family residential building containing forty-nine (49) residential units including eight (8) affordable units, parking, emergency storage space, and a rooftop amenity (the "Project"); and

WHEREAS, the JCRA wishes to designate the Redeveloper as redeveloper of the Property to allow for exclusive negotiations for the entry of a redevelopment agreement.

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

- 1. The above recitals are incorporated by reference as if fully set forth herein.
- 2. 40135 Whiton 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 40135 Whiton 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.
- 5. This Resolution shall become effective immediately upon adoption.

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 October 20, 2020.

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING ISSUANCE OF A CERTIFICATE OF COMPLETION TO EXETER THOMAS MCGOVERN LAND URBAN RENEWAL LLC FOR BLOCK 21508, LOT 2 (A/K/A 295 MCGOVERN DRIVE) WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, on October 17, 2018, the Jersey City Redevelopment Agency ("JCRA") and Exeter Thomas McGovern Land Urban Renewal LLC ("Redeveloper") entered an agreement ("Redevelopment Agreement") governing Block 21508, Lot 2, commonly known as 295 McGovern Drive (the "Property") located within a portion of the Liberty Harbor Redevelopment Plan area; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper committed to the construction of a 95,808 square foot industrial building with ancillary office space (the "Improvements") upon the Property; and

WHEREAS, pursuant to Section 4.3 of the Redevelopment Agreement, upon the Redeveloper's completion of the Improvements, as more particularly defined in the Redevelopment Agreement, the JCRA shall provide the Redeveloper with a Certificate of Completion; and

WHEREAS, in accordance with the Redevelopment Agreement, the Redeveloper requests the JCRA to certify that the Improvements have been substantially completed in accordance with the provisions of the Redevelopment Agreement; and

WHEREAS, on June 23, 2020, the Construction Code Division inspected the Improvements and issued a Certificate of Approval finding the Improvements to have been completed in conformance with the Uniform Construction Code while also issuing a Temporary Certificate of Occupancy for the ancillary office space; and

WHEREAS, there are no performance bonds outstanding for the Improvements required under the Redevelopment Agreement; and

WHEREAS, pursuant to the Redevelopment Agreement, the only Improvements required to be completed by the Redeveloper was the construction of a 95,808 square foot industrial building with ancillary office space, which under this unique circumstance, will not receive a Certificate of Occupancy until its fit out is completed by its eventual commercial tenant.

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

- 1. The above recitals are incorporated by reference as if fully set forth herein.
- 2. The JCRA hereby approves the Certification of Completion, a form of which is attached hereto and made part hereof as **Exhibit A**.

- 3. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute the approved Certificate of Completion and any other associated documents necessary to effectuate the purposes of this Resolution subject only to review and approval of JCRA counsel.
- 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of October 20, 2020.

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

CERTIFICATE OF COMPLETION

MADE AS OF THE ____ day of October 2020 from the JERSEY CITY

REDEVELOPMENT AGENCY, a body corporate and politic of the State of New Jersey
established under the Local Redevelopment and Housing Law, N.J.S.A. 40:12A-1 et seq.,
as amended, of the City of Jersey City, County of Hudson, New Jersey (the "JCRA").

TO

EXETER THOMAS MCGOVERN LAND URBAN RENEWAL LLC, a Limited Liability Company established in the State of Delaware, and authorized to do business within the State of New Jersey, having a business office located at 101 West Elm Street, Suite 600, Conshohocken, PA 19428 (the "Redeveloper").

WHEREAS, on October 17, 2018, the JCRA and Redeveloper entered an agreement ("Redevelopment Agreement") governing Block 21508, Lot 2, commonly known as 295 McGovern Drive (the "Property") located within a portion of the Liberty Harbor Redevelopment Plan area; and

WHEREAS, pursuant to the Redevelopment Agreement, the Redeveloper committed to the construction of a 95,808 square foot industrial building with ancillary office space (the "Improvements") upon the Property; and

WHEREAS, pursuant to Section 4.3 of the Redevelopment Agreement, upon the Redeveloper's completion of the Improvements, as more particularly defined in the Redevelopment Agreement, the JCRA shall provide the Redeveloper with a Certificate of Completion; and

WHEREAS, in accordance with the Redevelopment Agreement, the Redeveloper requests the JCRA to certify that the Improvements have been substantially completed in accordance with the provisions of the Redevelopment Agreement; and

WHEREAS, on June 23, 2020, the Construction Code Division inspected the Improvements and issued a Certificate of Approval finding the Improvements to have been completed in conformance with the Uniform Construction Code while also issuing a Temporary Certificate of Occupancy for the ancillary office space; and

WHEREAS, there are no performance bonds outstanding for the Improvements required under the Redevelopment Agreement; and

WHEREAS, pursuant to the Redevelopment Agreement, the only Improvements required to be completed by the Redeveloper was the construction of a 95,808 square foot industrial building with ancillary office space, which under this unique

circumstance, will not receive a Certificate of Occupancy until its fit out is completed by its eventual commercial tenant.

NOW, THEREFORE, for and in consideration of the representations, covenants and agreements herein set forth and in the Redevelopment Agreement, the Jersey City Redevelopment Agency does hereby certify that:

- 1. The acquisition, construction and installation of the Improvements have been substantially completed by the Redeveloper in accordance with the terms of the Redevelopment Agreement and the plans and specifications applicable thereto. In connection with the foregoing, the Redeveloper has performed all of its duties and obligations under the Redevelopment Agreement and has completed construction in accordance with the requirements of the Redevelopment Agreement.
- 2. This Certificate of Completion shall constitute a conclusive determination of the satisfaction and termination of the agreements and covenants contained in the Redevelopment Agreement with respect to the obligations of the Redeveloper, its successors, assigns and grantees to construct the Improvements.
- The recording of this Certificate of Completion shall be conclusive that the conditions determined to exist on the Property that were the cause of its being determined to be in need of redevelopment shall be deemed to no longer exist, and the land and improvements shall no longer be subject to eminent domain, and the Redeveloper shall be released from the prohibition against assignment and transfer set forth in the Redevelopment Agreement. The Redeveloper has the right to sell, lease or otherwise transfer its interest in the Property and all structures and improvements thereon without any limitation or restriction imposed by the Redevelopment Agreement.

MADE AND ENTERED INTO as of the day and year first above written.

ATTEST:	JERSEY CITY REDEVELOPMENT AGENCY		
	Diana H. Jeffrey, Executive Director		

ACKNOWLEDGMENT

STATE OF NEW JERSEY)) ss.
COUNTY OF HUDSON)
I CERTIFY that on this day of October 2020, Diana H. Jeffrey, personally came before me, and this person acknowledged under oath, to my satisfaction, that:
(a) she is the Executive Director of the Jersey City Redevelopment Agency, the agency named in this document;
(b) she is authorized to and did execute this document on behalf of the Jersey City Redevelopment Agency; and
(c) this document was signed and delivered by the Jersey City Redevelopment Agency as its voluntary act duly authorized by a proper resolution of its Board of Commissioners.
Signed and sworn to before me on
day of October 2020

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE TERM OF THE LICENSE AGREEMENT WITH LHN II, LLC PERTAINING TO THE ACCESS OF BLOCK 15907, LOT 2, MORRIS BOULEVARD, WITHIN THE LIBERTY HARBOR NORTH REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the "City") previously 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 Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Law"); and

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

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") is the owner of certain property located at Block 15907, Lot 2 on the City's official tax maps within the Redevelopment Area (collectively, the "Agency Property"); and

WHEREAS, a portion of Block 15907, Lot 3 on the City's official tax maps (the "Project Site") is subject to a Redevelopment Agreement dated February 15, 2017 by and between the Agency and LHN II, LLC ("Redeveloper") for a multi-phase mixed-use redevelopment project consisting of the construction of a forty-four (44) story tower containing approximately four hundred fifty-two (452) residential units with associated retail space and parking all in accordance with the Redevelopment Plan (the "Project"); and

WHEREAS, Redeveloper required access to a portion of the Agency Property (specifically, a portion of Cove South) for purposes of mobilizing equipment and trailers to the Project Site needed to commence construction on the Phase II building portion of the Project; and

WHEREAS, in an effort to move forward with the Project, both the Agency and Redeveloper found it necessary to enter into a license agreement to grant Redeveloper access to the Agency Property for the above-referenced purposes; and

WHEREAS, by Resolution No. 19-03-11, dated March 26, 2019, the Board of Commissioners of the Agency (the "Board of Commissioners") authorized the Agency to enter into that certain license agreement, dated April 2, 2019 (last revised March 29, 2019) (the "License Agreement"), with the Redeveloper granting Redeveloper access to the Agency Property as set forth in the License Agreement; and

WHEREAS, the initial term of License Agreement was for a period of twelve (12) months, which commenced on March 26, 2019 and expired on March 26, 2020 (the "Initial Term"); and

WHEREAS, Redeveloper continues to require access to a portion of the Agency Property (specifically, a portion of Cove South) for the purposes of mobilizing equipment and trailers to the Project Site needed to complete construction on the Phase II building portion of the Project; and

WHEREAS, pursuant to the License Agreement, the Initial Term may be extended for an additional twelve (12) months if agreed by both parties; and

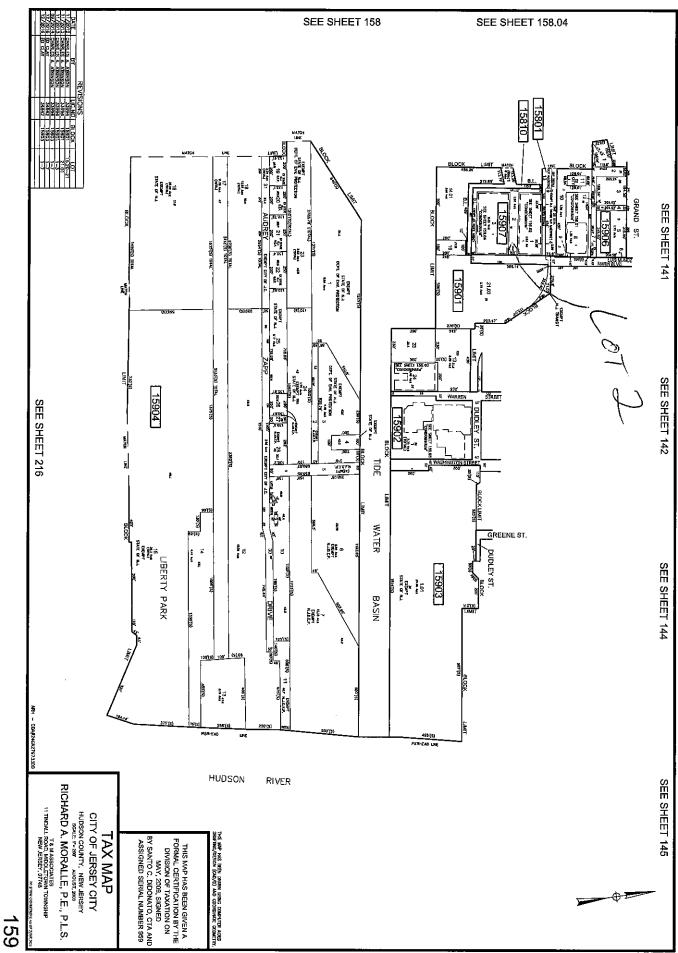
WHEREAS, the Agency and Redeveloper desire to extend the Initial Term of the License Agreement for an additional twelve (12) months, commencing on March 27, 2020 and expiring on March 26, 2021, and enter into an Amendment of the License Agreement to memorialize said extension, a copy of which is on file with the Agency,

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

- Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.
- Section 2. The Board of Commissioners hereby authorizes an Amendment to the License Agreement between the Agency and the Redeveloper to extend the term of the License Agreement for an additional twelve (12) months, commencing on March 27, 2020 and expiring on March 26, 2021.
- Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the Amendment, together with such deletions, additions and/or modifications as may deemed necessary or desirable by the Agency in consultation with counsel.
- 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 other documents necessary to effectuate this Resolution, as may be deemed necessary 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 October 20, 2020.

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AGREEMENT WITH THE CITY OF JERSEY CITY FOR USE OF PROPERTY LOCATED AT BLOCK 10103, LOTS 1-10, COMMONLY KNOWN AS 468 MANILA AVENUE; 468.5 MANILA AVENUE; 470 MANILA AVENUE; 470.5 MANILA AVENUE; 472 MANILA AVENUE; 474 MANILA AVENUE; 474.5 MANILA AVENUE; 476 MANILA AVENUE; 478 MANILA AVENUE; AND 480 MANILA AVENUE LOCATED IN THE LUIS MUNOZ MARIN REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City of Jersey City (the "City") designated certain parcels as an area in need of redevelopment known as the Luis Munoz Marin Redevelopment Area (the "Redevelopment Area") and adopted the Luis Munoz Marin Redevelopment Plan in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency ("Agency") owns certain property commonly known as Block 10103, Lots 1-10, commonly known as 468, 468.5, 470, 470.5, 472, 474, 474.5, 476, 478 and 480 Manila Avenue, Jersey City, New Jersey 07302 (the "Premises"), which Premises is located within the Redevelopment Area; and

WHEREAS, the City, by way of its employees, agents and/or servants, have and continue to use the Premise as a parking area in connection with the operations of the Jersey City Police Department and Fire Department; and

WHEREAS, the Agency desires to formalize and memorialize the arrangement regarding access to the Premises by the City by entering into a license agreement, a copy of which is on file with the Agency (the "License Agreement"), subject to approval by the City; and

WHEREAS, the License Agreement will permit the City's employees, agents and/or servants to access the Premises, subject to the terms and conditions set forth in the License Agreement, and will set forth the respective roles and responsibilities of the parties with respect thereto,

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

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

- **Section 2.** The Board of Commissioners hereby approves the License Agreement with the City as described herein.
- Section 3. The Chairman, Vice Chair, Executive Director, Secretary and other necessary Agency officials are hereby authorized to execute and deliver the License Agreement and any and all other documents necessary to effectuate this Resolution in consultation with counsel.
- **Section 4.** The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and this Resolution.
 - **Section 5.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on October 20, 2020.

DIANA H. JEFFREY, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE TERM OF THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR BERRY LANE PARK, BLOCK 18901, LOT 1.01 WITHIN THE MORRIS CANAL 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 Agency is the owner of certain property identified as Block 18901, Lot 1.01 on the official tax map of the City, commonly known as Berry Lane Park (the "Property") within the Morris Canal Redevelopment Area, which Property being redeveloped pursuant to the Morris Canal Redevelopment Plan; and

WHEREAS, the Redevelopment Law, *N.J.S.A.* 40A:12A-39, permits cooperation agreements between a municipality and its redevelopment agency to implement a redevelopment plan; and

WHEREAS, on June 29, 2018 the Agency and the City entered into that certain Cooperation Agreement with respect to operation and maintenance of the Property (the "Cooperation Agreement"), which Cooperation Agreement expired on or about June 24, 2020; and

WHEREAS, the Agency desires to authorize an extension of the term of the Cooperation Agreement for a period commencing retroactively as of June 25, 2020 and expiring no more than six (6) months from the date of adoption of this Resolution, pending completion of redevelopment of the Property and transfer of the Property to the City,

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

- **Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.
- **Section 2.** The Board of Commissioners hereby authorizes an extension of the Cooperation Agreement term for a period commencing retroactively as of June 25, 2020 and expiring no more than six (6) months from the date of adoption of this Resolution, subject to the mutual consent and approval of such extension by the City.
- Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to: (i) execute any and all documents necessary to effectuate this Resolution, including but not limited to an amendment to the Cooperation

Agreement, in consultation with counsel; and (ii) take all actions and 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 their Regular Meeting of October 20, 2020.

Diana N. Leffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING DISCHARGE OF TWO MORTGAGES SATISFIED BY ASH URBAN RENEWAL DEVELOPMENT, LLC IN RELATION TO 2-16 ASH STREET AND 440-446 WHITON STREET, ALSO KNOWN AS BLOCK 15502, LOTS 1-12 (N/K/A LOT 1.01) LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, 2-16 Ash Street and 440-446 Whiton Street, also known as Block 15502, Lots 1-12 (n/k/a Lot 1.01) in the City of Jersey City, County of Hudson and State of New Jersey is located in the Morris Canal Redevelopment Area (the "Property"); and

WHEREAS, on December 24, 2014, the JCRA and Ash Urban Renewal Development, LLC (f/k/a Ash Urban Development, LLC) ("Ash") entered into a redevelopment agreement for the development of the Property, as same has been amended from time to time (the "Redevelopment Agreement"); and

WHEREAS, a mortgage dated October 19, 2015 and recorded November 16, 2015 with the Office of the Register of the County of Hudson in Mortgage Book 18636, Page 747 was entered between the JCRA and Ash, securing payment of \$850,000 and interest; and

WHEREAS, a mortgage dated April 2, 2017 and recorded May 4, 2017 with the Office of the Register of the County of Hudson in Mortgage Book 18948, Page 956 was entered between the JCRA and Ash, securing payment of \$630,000.00 and interest; and

WHEREAS, on December 20, 2019, both outstanding mortgage balances were paid in full to the JCRA; and

WHEREAS, on June 8, 2020, the Redeveloper secured a Certificate of Completion from the JCRA for having completed construction of the 93-unit multifamily structure and related site improvements on the Property; and

WHEREAS, Ash has requested discharges of the above satisfied mortgages.

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

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

- 2. The Executive Director is hereby authorized to execute the attached discharge contained in **Exhibit A** evidencing satisfaction of the JCRA's mortgage dated October 19, 2015 and recorded November 16, 2015 with the Office of the Register of the County of Hudson in Mortgage Book 18636, Page 747 securing payment of \$850,000 and interest.
- 3. The Executive Director is hereby authorized to execute the attached discharge contained in **Exhibit B** evidencing satisfaction of the JCRA's mortgage dated April 2, 2017 and recorded May 4, 2017 with the Office of the Register of the County of Hudson in Mortgage Book 18948, Page 956 was entered between the JCRA and Ash, securing payment of \$630,000.00 and interest.
- 4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this resolution, in consultation with counsel.
- 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 October 20, 2020.

Diana H. Jeffrey, Secretary

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

DISCHARGE OF MORTGAGE

A certain Mortgage dated October 19, 2015 was made between the **JERSEY CITY REDEVELOPMENT AGENCY** and **ASH URBAN DEVELOPMENT, LLC** (now known as ASH URBAN RENEWAL DEVELOPMENT, LLC).

This Mortgage was made to secure payment of \$850,000.00 and interest. It was recorded in the Hudson County Clerk's Office on November 16, 2015, in Mortgage Book 18636, on page 700, along with a related Loan Agreement between Ash Urban Development LLC and Jersey City Redevelopment Agency dated 10/19/2015 and recorded 11/16/2015 in the Office of the Register of the County of Hudson in Mortgage Book 18636 Page 747.

This Mortgage has been PAID IN FULL or otherwise SATISFIED and DISCHARGED. It may now be discharged of record. This means that this Mortgage is now canceled and void. I sign and CERTIFY to this Discharge of Mortgage on ______, 20____. JERSEY CITY REDEVELOPMENT AGENCY By: Name: Diana H. Jeffrey Title: Executive Director STATE OF NEW JERSEY COUNTY OF HUDSON BE IT REMEMBERED that on this ____ day of _____, 2020, before me, the undersigned witnessing authority, personally appeared Diana H. Jeffrey, who is the Executive Director of Jersey City Redevelopment Agency, a body corporate and politic, and the Lender named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners of the body corporate and politic; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed. Sworn to and subscribed before me this ____ day of _____, 20____ Notary Public of the State of New Jersey

DISCHARGE OF MORTGAGE $\begin{tabular}{ll} \textbf{JERSEY CITY REDEVELOPMENT AGENCY, LENDER} \\ \textbf{TO} \end{tabular}$

ASH URBAN DEVELOPMENT, LLC, BORROWER

Record and Return to:

11040v1 217759931v1

DISCHARGE OF MORTGAGE

A certain Mortgage dated April 3, 2017, was made between JERSEY CITY REDEVELOPMENT AGENCY and ASH URBAN RENEWAL DEVELOPMENT, LLC.

This Mortgage was made to secure payment of \$630,000.00 and interest. It was recorded in the Hudson County Clerk's Office on May 4, 2017, in Mortgage Book 18948, on page 956.

•	, ,	, 1 6
This Mortgage has been PAID IN FU. It may now be discharged of record. This me		
I sign and CERTIFY to this Discharge	e of Mortgage on	, 20
	JERSEY CITY REI AGENCY	DEVELOPMENT
	By: Name: Title:	
STATE OF NEW JERSEY : : COUNTY OF HUDSON :		
BE IT REMEMBERED that on this undersigned witnessing authority, personally Director of Jersey City Redevelopment Age named in the within instrument; that the execute been duly authorized by a proper resolution corporate and politic; that deponent well known that the seal affixed to said instrument is the proper resolution.	appeared Diana H. Jef ncy, a body corporate a pution, as well as the ma- on of the Board of Co ows the seal of the body	frey, who is the Executive and politic, and the Lender king of this instrument, has commissioners of the body of corporate and politic; and
		subscribed before me this
	Notary Public of	the State of New Jersey

DISCHARGE OF MORTGAGE JERSEY CITY REDEVELOPMENT AGENCY

TO

ASH URBAN RENEWAL DEVELOPMENT, LLC.

Record and Return to:

11040v1 217760568v1 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING MEMBER PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM AND AUTHORIZING THE AGENCY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

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 Redevelopment Law, the Agency must purchase certain goods and/or services from time to time to implement redevelopment plans and carry out redevelopment projects in redevelopment areas throughout the City; and

WHEREAS, N.J.S.A. 52:34-6.2(b)(3) authorizes a contracting unit to make purchases and contract for services through the use of a nationally-recognized and accepted cooperative purchasing agreement that has been developed utilizing a competitive bidding process by another contracting unit within the State of New Jersey, or within any other state; and

WHEREAS, The Interlocal Purchasing System ("TIPS"), is a national purchasing co-operative program offered by Region VIII Education Service Center, located in Pittsburg, Texas, that was developed using a competitive bidding process; and

WHEREAS, the Agency desires to join TIPS to purchase goods and/or contract for services to make the procurement process more efficient and provide cost savings to the Agency,

- **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.** This Resolution shall be known and may be cited as the TIPS Cooperative Purchasing Resolution of the Agency.
- **Section 3.** The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to enter into a cooperative purchasing agreement with TIPS and execute any and all documents necessary to effectuate this Resolution, in consultation with counsel, including all necessary forms and agreements to participate in TIPS.

Section 4. Prior to making purchases or contracting for services through TIPS, the Agency shall determine that the use of the cooperative purchasing agreement with TIPS shall result in a cost savings after all factors, including charges for service, material and delivery, have been considered.

Section 5. The Agency shall ensure that the goods and/or services procured through TIPS shall comply with all applicable laws of the State of New Jersey, including N.J.S.A. 40A:11-1 *et seq*.

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 October 20, 2020.

Diana H. Jeffrey, Secretary

RECO	RD OF COM	IMISSION	ERS VOTE	
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				
Douglas Carlucci	/			
Erma D. Greene				✓
Evelyn Jones	1			
Darwin R. Ona	$\sqrt{}$			
Denise Ridley	√			
Daniel Rivera				<u> </u>

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING CONTRACT NO. 19-11-RN5 WITH GALLAGHER BASSETT TECHNICAL SERVICES, INC. FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

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

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

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

WHEREAS, Gallagher Bassett Technical Services, Inc. ("GBTS") submitted a proposal to the Agency dated November 5, 2019 (the "Proposal"), to perform the services of a Licensed Site Remediation Professional ("LSRP") in connection with the preparation of a Remedial Action Workplan, Quality Assurance Project Plan and Remedial Action Report (the "LSRP Services") for a portion of the Morris Canal Greenway identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the City's tax maps; and

WHEREAS, by Resolution No. 19-11-17 adopted on November 18, 2019, the Agency's Board of Commissioners authorized Contract No. 19-11-RN5 with GBTS dated November 30, 2019 to perform the LSRP Services for a period of one (1) year, as amended by First Amendment to Contract No. 19-11-RN5 dated on or about May 20, 2020 (collectively, the "Contract") for a total cost not to exceed \$80,850.00; and

WHEREAS, the balance remaining under the Contract is Sixty-Three Thousand Two Hundred and Twenty-Five Dollars (\$63,225.00); and

WHEREAS, GBTS requires additional time to complete the LSRP Services; and

WHEREAS, GBTS possesses the skills and expertise to perform and complete the LSRP 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 desires to reauthorize the professional services agreement with GBTS to perform and complete the LSRP Services at the rates set forth in the Proposal; and

WHEREAS, funds are available for the costs of the LSRP 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 GBTS for the performance of LSRP Services in a total amount not-to-exceed the balance remaining under the Contract of Sixty-Three Thousand Two Hundred and Twenty-Five Dollars (\$63,225.00), payable according to the rates set forth in the Proposal, and for a term expiring either one (1) year from the effective date of such reauthorized contract or upon completion of the LSRP 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.

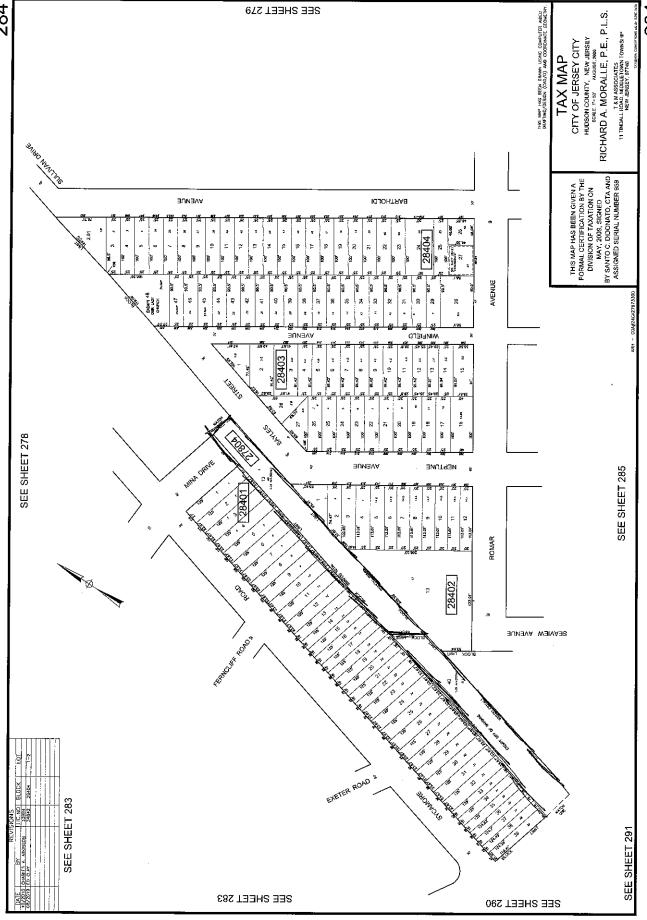
Section 4. This Resolution shall take effect immediately.

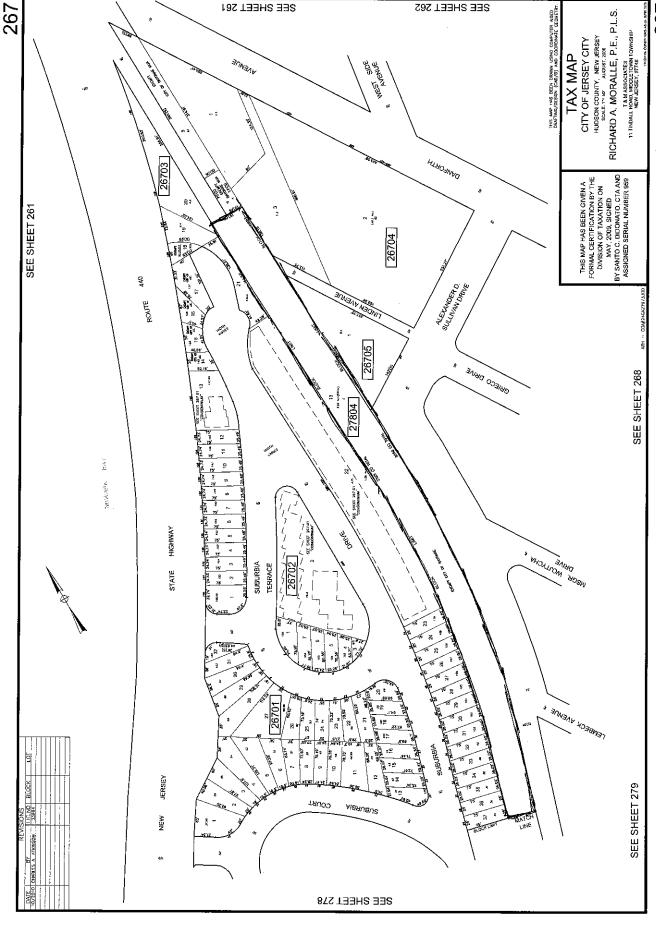
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 20, 2020.

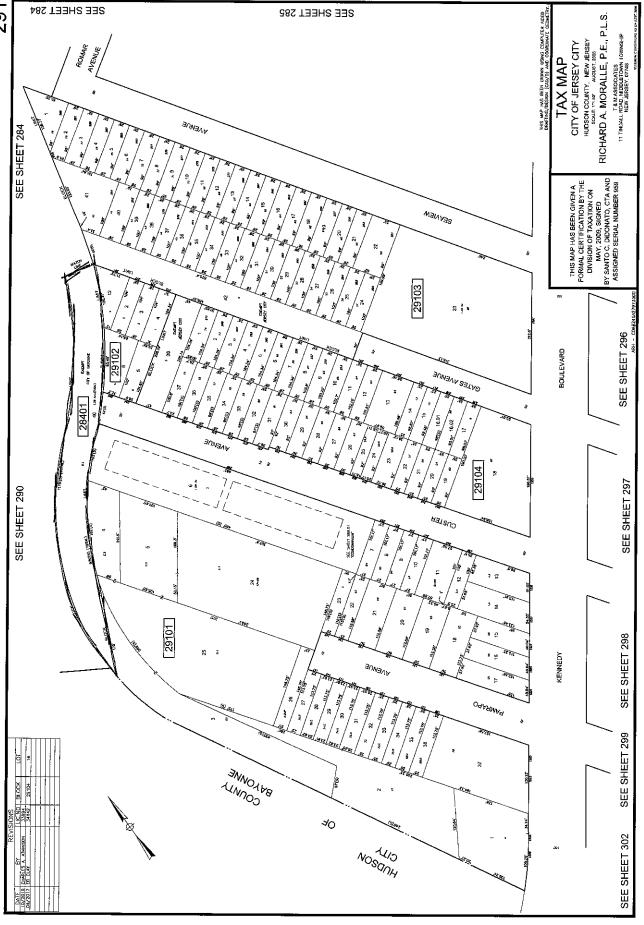
Diana H. Jeffiey Scoretary

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









RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT NO. 19-11-RN5 WITH GALLAGHER BASSETT TECHNICAL SERVICES FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

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

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

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

WHEREAS, in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and as authorized by Resolution No. 19-11-17 adopted by the Agency Board of Commissioners on November 18, 2019, the Agency and Gallagher Bassett Technical Services ("GBTS") entered into that certain Professional Services Contract No. 19-11-RN5 (the "Contract") to perform the services of a Licensed Site Remediation Professional ("LSRP") in connection with the preparation of a Remedial Action Workplan, Quality Assurance Project Plan and Remedial Action Report (the "LSRP Services") for a portion of the Morris Canal Greenway identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the City's tax maps for an amount not to exceed Seventy-One Thousand Four Hundred Dollars (\$71,400.00); and

WHEREAS, on May 14, 2020, GBTS submitted a proposal to the Agency requesting an increase of the Contract amount (the "Revised Proposal") due to the higher level of involvement required by GBTS to perform the LSRP Services; and

WHEREAS, the Agency desires to authorize an amendment to the Contract (the "First Amendment") to increase the previously authorized amount for the LSRP Services by Nine Thousand Four Hundred and Fifty Dollars (\$9,450.00), which amount represents a portion of the proposed amount in the Revised Proposal and shall be payable in accordance with the hourly rates set forth in the Revised Proposal, such that the total contract amount as amended shall not exceed Eighty Thousand Eight Hundred and Fifty Dollars (\$80,850.00); 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 aforementioned recitals are incorporated herein as though fully set forth at length.
- Section 2. The Board of Commissioners hereby authorizes the First Amendment to the Contract to allow for an increase of the total amount to be paid under the Contract for LSRP Services by Nine Thousand Four Hundred and Fifty Dollars (\$9,450.00) for a new total amount not to exceed Eighty Thousand Eight Hundred and Fifty Dollars (\$80,850.00), which amount shall be payable in accordance with the hourly rates set forth in the Revised Proposal.
- Section 3. Except as authorized herein, all other terms and conditions of the Contract shall remain the same and in full force and effect.
- Section 4. The Chairman, Vice Chair, Executive Director, and/or Secretary are hereby authorized to execute and deliver the First Amendment and any and all other documents necessary to effectuate this Resolution, with such additions, deletions and/or modifications as deemed necessary 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 May 19, 2020.

REC	CORD OF COM	IMISSIONE	RS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1,			
Douglas Carlucci	/			
Erma D. Greene				 - 5
Evelyn Jones				-
Darwin R. Ona				
Denise Ridley		<u> </u>		
Daniel Rivera		<u> </u>	<u></u>	<u> </u>



May 14, 2020

Mr. Robert Napiorski

Jersey City Redevelopment Agency
66 York Street, Suite 30

Jersey City, NJ 07302

Re:

Proposal for the Institution of a Classification Exception Area Country Village Site – Morris Canal Greenway GBTS Proposal 19-12158.1CM

Dear Mr. Napiorski:

WCD Group is now the Technical Services division of Gallagher Bassett Services, Inc. (herein referred to as GBTS), and is pleased to provide this proposal to the **Jersey City Redevelopment Agency (JCRA)** for environmental consulting services at the Country Village Greenway Site in the City of Jersey City, NJ. Gallagher Bassett is part of AJ Gallagher, a \$6.0 billion NYSE company and one of the largest risk management firms in the world. Below please find our technical approach and fee proposal.

Background

The establishment of a Classification Exception Area for Historic Fill at the Site is proposed. Once established, no further monitoring or reporting of groundwater will be required.

Scope

GBTS will provide a Senior Project Manager with over 12 years of experience with JCRA and identical projects, as well as a New Jersey Department of Environmental Protection (NJDEP) Licensed Site Remediation Professional (LSRP) in good standing to oversee, manage, and complete the following list of specific tasks. As stated in our Statement of Qualifications, the proposed LSRP of record for this engagement will be Mr. Edward Sullivan (LSRP #573514 NJ). Mr. Sullivan will be supported by GBTS Senior Project Managers, Environmental Scientists, and other environmental professionals as necessary to complete these tasks in full conformance with aforementioned NJDEP and USEPA regulations and guidelines.

Task 1—Preparation of a Classification Area for Historic Fill only

As indicated above, Mr. Edward Sullivan will be designated the LSRP of record for the Site.

A groundwater classification exception area (CEA) will be established for the historic fill material using the footprint of the property as the boundaries of the CEA. The CEA will remain effective indefinitely. However, a groundwater remedial action permit and associated annual fees will not be required.

125-310 Village Boulevard, 3rd Floor Princeton, NJ 08540 O: 609-730-0007 F: 609-730-0011 www.gallagherbassett.com Mr. Robert Napiorski May 14, 2020 Page 2

GBTS will complete and submit a CEA/Well Restriction Area (WRA) Fact Sheet form to NJDEP which will include the following:

- A map and cross-section map of the groundwater CEA in both PDF and GIS-compatible formats;
- The remedial investigation report (RIR) for the site; and
- A list of the names and addresses of those persons who were notified in accordance with NJDEP requirements below.

GBTS will mail a copy of the CEA/WRA Fact Sheet form via certified mail/return receipt requested to the various entities required by NJDEP.

The NJDEP will establish the CEA based on the information submitted by posting the map of the groundwater CEA and WRA on its website and through the submittal of the CEA/Well Restriction Area (WRA) Fact Sheet.

Task 2—Coordination and Review with NJDEP

GBTS and the LSRP will respond to and make any changes requested by NJDEP, A final submission will be prepared and submitted to NJDEP.

Task 3—Additional Meetings

Based on the November 6, 2019 RFQ, GBTS included attendance of three meetings in our initial proposal; our increased involvement and more frequent meeting schedule has caused this item to be exceeded. As a result of our increased involvement and increased project schedule (resulting in increased meeting schedule), we have added this task to our scope. Community meetings and outreach are excluded from this proposal.

Cost

GBTS shall perform the work as described above in accordance with the attached fee schedule. Costs take into consideration elements included in the Request for Pricing Clarifications (dated October 29, 2019) and JCRA's subsequent responses.

Tasks that are based on time and materials/not-to-exceed (T&M/NTE) cost are to be considered estimates and will not be exceeded without prior client authorization. Actual Site conditions may affect the final costs. Tasks based on a lump sum value are specific to the scope of work described above. Additional work requested and approved by the JCRA will be on an hourly rate basis. All work will be performed in accordance with the attached Fee Schedule and Terms and Conditions or other mutually-agreeable contracting instrument.

GBTS shall perform the work as described above in accordance with the following fee schedule.

lask 1 — Preparation of a CEA for Historic Fill	\$4.950
Task 2—Coordination and response to comments with NJDEP	\$500
Task 3—Additional Meetings	\$4,000
Total Estimated Cost	\$9,450

Mr. Robert Napiorski May 14, 2020 Page 3

Additional work requested and approved by JCRA shall be on an hourly rate basis in accordance with the attached Fee Schedule.

Payments are due 30 days from receipt of invoice. Payment is the sole responsibility of the JCRA and is not contingent upon third party funding, transactional closing, or insurance recovery.

Assumptions

- 1. No other contaminants of concern which are not associated with Historic Fill will be included as part of the Historic Fill CEA Application; and
- 2. Task 3 assumes bi-weekly meetings until September.

We trust that this proposal will meet your expectations. If the foregoing is in accordance with your understanding, kindly confirm your acceptance and agreement by signing and returning the original of this Agreement that will thereupon constitute an agreement between us. If you have any questions or comments, or require clarification on any item, please do not hesitate to contact me at 609-730-0007.

Respectfully submitted, Gallagher Bassett Services, Inc. Prepared by: Reviewed by: James Blaney, CHMIN Operations Manager, Environmental Managing Director, Remediation Services c. Files Attachments **AUTHORIZATION** Accepted by the Authorized Representative of: Jersey City Redevelopment Agency Print Name and Title Date

TECHNICAL SERVICES

GALLAGHER BASSETT SERVICES, INC., TECHNICAL SERVICES DIVISION CONSULTING SERVICES RATES

COST AND FEE SCHEDULE—2020

i. INVOICE CONTENTS

Invoices for services and work provided by Gallagher Bassett Services, Inc. (GBSI) will consist of: (1) hourly rate fees for professional and support personnel; (2) travel, shipping, and communication charges; and (3) sales or gross receipt taxes, as applicable. Hourly and travel charges will be based from portal-to-portal. These rates are effective through December 31, 2020.

II. PERSONNEL RATES

Subject to periodic revisions, hourly rate fees for Personnel are indicated as follows:

	Hourly Billing Rate
Managing Director	\$225
Ph.D. level Consultant	\$200
Senior Professional (CM, Sr. PE or CIH)	\$200
Senior Engineer/Architect	\$195
Senior Consultant	\$185
Certified Field Consultant (IH)	\$180
Senior Construction/Remediation Manager	\$175
Construction Project Manager	\$165
Remediation Project Manager	\$165
Safety Manager	\$155
Staff Engineer	\$155
Certified Ergonomist	\$150
Assistant Remediation Project Manager	\$145
	\$145
Estimator/Scheduler	\$135
Construction Inspector	\$135
Senior Asbestos/Lead Project Manager	\$115
Asbestos Project Designer	\$115
Asbestos/Lead Project Manager	\$115
Environmental Technician	\$115
Senior Scientist/Industrial Hygienist	\$110
Field Consultant (IH)	\$100
CADD Designer	\$95
Certified Asbestos Investigator (ACP 5)	\$95
Engineering/Environmental Tech (OER/DEC)	\$ 9 5
Lead Risk Assessor	\$95
Mold Assessor	\$85
Asbestos Inspector	\$85
Technical Writer	\$80
Lead Inspector	

Project Administrative Support ¹	\$75
Project Coordinator	\$75
Asbestos Project Monitor	\$65
Clerical Support ¹	\$65

In addition to the hourly rates set for above and any agreed upon lump-sum rate, the Client will reimburse all direct costs incurred by GBSI, including travel, lodging, and per diem expenses, as well as all other out-of-pocket expenses. GBSI will apply a 15% surcharge on all such direct costs. Additionally, GBSI will charge 50% of the above standard rates or a minimum of \$85/hour rate for professional travel.

III. DISBURSEMENTS

Travel	\$0.65 per mile plus talls
Per Diem (meals)	\$95.00
Expenses	Cost plus 15%
Subcontractors	Cost plus 15%

IV. NOTES

- 1. Expert testimony excluding preparation time will be charged at 2.5 times the specified hourly rate.
- 2. All invoices are payable within 30 days of receipt. A 15% penalty charge on overdue accounts may be assessed by this office.
- 3. Retainers will be applied to the last project invoice. Any retainer in excess of the final invoice will be returned to the Client.

¹Over eight hours per day, holiday, Saturday and Sunday work for Administrative/Clerical labor will be charged at their respective hourly rate times 1.50.

PROFESSIONAL SERVICES CONTRACT NO. 19-11-RN5

THIS PROFESSIONAL SERVICES CONTRACT NO. 19-11-RN5 (the "Agreement"), is entered into as of this <u>30</u> day of November 2019 (the "Effective Date"), by and between the JERSEY CITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Agency"), and GALLAGHER BASSETT SERVICES, INC. with offices at 23 Rt. 31 North, Suite B26, Pennington, New Jersey 08534 (the "Consultant"; together with the Agency, the "Parties"; each, a "Party").

WITNESSETH:

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

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires from time to time the assistance of certain professionals to assist the Agency in discerning the economic and environmental viability of certain parcels for potential redevelopment; and

WHEREAS, the Agency requires the services of a Licensed Site Remediation Professional (the "LSRP") in connection with the preparation of a Remedial Action Workplan, Quality Assurance Project Plan and Remedial Action Report and certain other environmental engineering and implementation services for a portion of the Morris Canal Greenway (the "LSRP Services") from an experienced and qualified firm in connection with the Morris Canal Greenway; and

WHEREAS, the Consultant submitted that certain Proposal to perform the LSRP Services, dated November 5, 2019, attached hereto as <u>Exhibit A</u> (the "Proposal"); 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 enter into contracts, as deemed necessary for the efficient operation of the Agency; and

With

WHEREAS, by Resolution 19-11-17 dated November 18, 2019, attached hereto as **Exhibit B**, the Agency's Board of Commissioners authorized execution of a professional services contract with the Consultant to perform the LSRP Services in accordance with the Proposal; and

WHEREAS, under N.J.S.A. 40A:11-5(1)(a)(i) of the LPCL, contracts for which the subject matter consists of professional services may be awarded without competitive bidding.

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

SECTION 1 – PURPOSE

The above recitals are hereby incorporated by reference into this Agreement, as if set forth in full. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Consultant's providing of the Services.

SECTION 2 - SCOPE OF SERVICES; PERFORMANCE

- A. The Consultant shall perform the LSRP Services and shall prepare all deliverables as outlined in and in accordance with the Proposal.
- B. The Consultant's performance of the Services shall not be materially different from or more or less extensive than as specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and the Consultant in accordance with Section 3 herein.
- C. In performing the Services, the Consultant shall operate as and have the status of an independent contractor and shall not be deemed an agent or employee of the Agency. As an independent contractor, the Consultant shall be solely responsible for determining the means and methods of performing the Services.
- D. The Consultant shall perform the LSRP Services in a manner consistent with: (1) that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and (2) all applicable federal, state, or local statutes, regulations, ordinances, or guidance documents issued by any regulatory agency with appropriate jurisdiction.
- E. The Consultant shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.
- F. The Consultant shall provide monthly progress reports to the Agency describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.



G. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 - COMPENSATION AND PAYMENT

- A. Compensation paid by the Agency to the Consultant for the performance of the LSRP Services shall not exceed Seventy-One Thousand Four Hundred Dollar (\$71,400.00), which shall be payable in accordance with the Pricing Form set forth in the Proposal. Such compensation shall be inclusive of all work required to complete the Services. Such compensation shall include, and the Agency shall not be responsible for paying, any and all costs for labor, overhead and basic support services incurred by the Consultant. The Agency will not reimburse the Consultant for costs deemed by the Agency to be part of the Consultant's labor costs, overhead costs and/or basic support costs. Notwithstanding anything to the contrary in the Proposal, the Consultant shall be solely responsible for its own subcontractor, travel, meal and printing expenses, all of which are hereby deemed part of the Consultant's overhead costs.
- B. Prior to engaging in work that may exceed the scope of the Services, the Consultant shall submit to the Agency, in writing, a request to perform such additional work, detailing the nature of the work, the cost of performing such work, and the need for the additional work. The Consultant shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the scope of the Services that would result in increasing the not to exceed amount set forth in Section 3(A) or other material revisions to this Agreement shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.
- C. The Consultant shall submit to the Agency monthly invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder. The Consultant understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

- A. The Consultant shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by the Consultant for all Services required hereunder.
- i. <u>Commercial General Liability Coverage</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, a policy of commercial general liability ("CGL") insurance insuring against any and all liability arising out of the Consultant's non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, siekness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.



- ii. <u>Professional Liability Insurance</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.
- iii. <u>Workers' Compensation Insurance</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement workers' compensation insurance at amounts equal to the greater of either: (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Consultant with limits of not less than:

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

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

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

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

- iv. <u>Automobile Liability Coverage</u>. The Consultant shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").
 - B. The following riders shall be made a part of the policies described above:
- i. The CGL and Automobile Liability Coverage policies obtained by the Consultant pursuant to this Agreement shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85 or its equivalent.
- ii. Upon execution of this Agreement, the Consultant shall provide the Agency with proof of payment of all applicable premiums together with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Agreement, and in the case of the Consultant's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.
- iii. The presence of employees of the Agency on the Property shall not invalidate any term or condition of any of the Consultant's policies of insurance required to be purchased and maintained pursuant to this Agreement.

- iv. The policies required to be purchased and maintained pursuant to this Agreement shall <u>not</u> be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Consultant or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Consultant and to the Agency.
- v. The Consultant shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this Agreement.

SECTION 5 - TERMINATION

- A. The Agency reserves the right to terminate this Agreement in whole or in part upon written notice to the Consultant of such termination and specifying, the effective date therefor. In such case, the Consultant shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.
- B. If this Agreement is terminated by the Agency pursuant to this Section 5, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Services covered by this Agreement, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by the Consultant as a result of such termination.
- C. All finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement shall be considered the Agency's property, provided, however, that the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Consultant shall provide the Agency with all such documents, data, studies, and reports upon written demand of the Agency, but the Consultant shall be permitted to retain a copy of same for its records. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Consultant, and the Agency may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agency from the Consultant is determined.

SECTION 6 - DISPUTE RESOLUTION

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

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either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 - INDEMNITY

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

SECTION 8 - TERM

This Agreement shall terminate one (1) year after the effective date of the contract or upon completion of the LSRP Services contemplated in the Proposal, whichever is earlier, unless terminated before such termination date in accordance with Section 5 herein.

SECTION 9 - POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to the Consultant based on its merits and abilities to provide the professional Services described herein and in accordance with applicable law. The Consultant shall comply with the provisions of the City of Jersey City's Pay-to-Play Reform Ordinances, including Ordinance No. 08-128, attached hereto as <u>Exhibit C</u>.

SECTION 10 – ADDITIONAL TERMS AND CONDITIONS

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

SECTION 11 - CONFIDENTIALITY

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

SECTION 12 - ENTIRE CONTRACT

This Agreement and all exhibits attached hereto constitute the entire agreement between the Agency and the Consultant with respect to the subject matter hereof. This Agreement



supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 13 – TITLES AND HEADINGS

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

SECTION 14 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Facsimile or PDF format signatures shall be deemed to be originals.

SECTION 15 - NOTICES

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

SECTION 16 - CONFLICTS

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

SECTION 17 – APPLICABLE LAW

The Consultant acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This Agreement shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

SECTION 18 – SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other portions of this Agreement shall nevertheless remain enforceable.

[Signatures appear on the following page]

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

WITNESS:	GALLAGHER BASSETT SERVICES, INC.
Mithi ()	By:
Name: Victoria Panilo	Name: William Dirango
viciotia romito	Title: Dyvision Everilet
WITNESS:	JERSEY CITY REDEVELOPMENT AGENCY
Januil Legear Name: Jesumi Colon	By: Diana Jeffrey Executive Director

EXHIBIT A

PROPOSAL FOR LSRP SERVICES DATED NOVEMBER 5, 2019



November 5, 2019

Mr. Robert Napiorski
Jersey City Redevelopment Agency
66 York Street, Suite 30
Jersey City, NJ 07302

Re: Proposal for LSRP Services

County Village Site - Morris Canal Greenway

Dear Mr. Napiorski:

Gallagher Bassett Technical Services (GBTS), formerly WCD Group, is pleased to provide this proposal to the Jersey City Redevelopment Agency (JCRA) for the provision of professional consulting and risk management services, including a Licensed Site Remediation Professional (LSRP), for work at the Country Village Site — Morris Canal Greenway. Gallagher Bassett Technical Services is the environmental consulting, risk engineering, industrial hygiene, and environmental construction management operating unit for Gallagher Bassett Services, inc. Gallagher Bassett is the risk management division of Arthur J. Gallagher & Co. (NYSE:AJG). Gallagher is one of the largest risk management firms in North America. As you are aware, WCD has a long standing relationship with JCRA completing many identical projects. Gallagher has also been active in NJ for decades. Below please find our technical approach and fee proposal.

Background

Per the Request for Proposals for LSRP Services at the Country Village Site – Morris Canal Greenway (RFP), it is our understanding that the JCRA Intends to award a contract to a responsible firm for the provision of LSRP services for the remediation oversight, meeting attendance, and document preparation in advance of and during the construction of this linear construction project. As stated in the RFP, the JCRA anticipates that the construction portion of the greenway segment of this project to begin in early 2020. It is also our understanding that the United States Environmental Protection Agency (USEPA) will be partially funding the environmental remediation through issuance of a grant. Therefore, certain activities will require their review and approval.

GBTS understands that our work must comply with, at a minimum, the NIDEP Technical Requirements for Site Remediation (TRSR) codified as NJAC 7:26E and the Linear Construction Technical Guidance document dated January 2012. We also fully understand that the administrative requirements contained within the Administrative Requirements for Remediation of Contaminated Sites (ARRCS) codified as NJAC 7:26C, are not applicable due to a municipal exemption based on the JCRA's public entity status (unless otherwise specified below). GBTS has reviewed and hereby accepts the contents of the CME Preliminary Assessment/Phase i, as well as the Site Investigation Report (October 2018).

Mr. Robert Napiorski November 5, 2019 Page 2

GBTS, as WCO, has been an approved environmental consultant for JCRA for many consecutive years and we had previously submitted a Statement of Qualifications (SOQ) to the JCRA for this project. As per the instructions contained in the RFP, we are purposely not including GBTS qualifications in this proposal. Scope

In general terms, GBTS will provide a senior Project Manager with over tweive years of experience with JCRA and identical projects, as well as a New Jersey Department of Environmental Protection (NJDEP) LSRP in good standing to oversee, manage, and complete the following list of specific tasks. As stated in our SOQ, the proposed LSRP of record for this engagement will be Mr. Edward Sullivan (LSRP #573514 NJ). Mr. Sullivan will be supported by GBTS senior project managers, environmental scientists, and other environmental professionals as necessary to complete these tasks in full conformance with aforementioned NJDEP and USEPA regulations and guidelines.

Task 1—Designation of LSRP and Meetings

As indicated above, Mr. Edward Sullivan will be designated the LSRP of record for the Site.

Mr. Sullivan will submit the LSRP Notification of Retention Form to NJDEP through the NJDEP on-line portal. As the LSRP, Mr. Sullivan will provide oversight, certification, and observation services for all remedial activities at the Site and certify and approve all reports and submittals as required. Mr. Sullivan will evaluate the remedial action for compliance with the NJDEP Site Remediation Reform Act (SRRA), ARRCS, TRSR, and applicable NJDEP Guidance Documents.

GBTS will complete, certify, and submit all necessary NIDEP SRRA forms and certifications required to comply with the AARCS. The forms will be submitted at the appropriate stage of NIDEP Site Remediation Program (SRP) compliance and may accompany the various reports that will be prepared by GBTS as part of this effort.

For budgetary purposes this task includes the participation in at least three (3) project meetings. It has been assumed that the project meetings will be attended by the LSRP and the GBTS Project Manager, and each meeting will run no longer that two hours.

Task 2—Preparation of Draft and Final Remedial Action Workplan (RAW)

GBTS will prepare a Remedial Action Workplan (RAW) for the Site in accordance with NJAC 7:26E including an initial receptor evaluation. The RAW will address all Areas of Concern (AOCs) requiring further remediation. The RAW will present an evaluation of the Site data and a scope of work for the proposed remedial actions. The RAW will be prepared in accordance with the TRSR and applicable NJDEP guidance documents. The Draft RAW document will be reviewed and commented upon by both the JCRA and the EPA. For budgetary purposes it has been assumed that two sets of comments will be received. Upon acceptance by the JCRA of the final RAW, GBTS will submit the RAW to the NJDEP via the on-line portal.

GBTS will also prepare an itemized remediation cost estimate and accompanying narrative. This deliverable, if practical, may be developed in advance of finalizing the RAW. The cost estimate and narrative will include LSRP oversight, reporting costs, and Response Action Outcome (RAO) efforts as well as the remediation contractor efforts. It is our understanding that this deliverable will be used as the basis for an Hazardous Discharge Site Remediation Fund (HDSRF) application.

Mr. Robert Napiorski November 5, 2019 Page 3

Task 3—Preparation of Draft and Final Quality Assurance Project Plan (QAPP)

GBTS will prepare a draft and final QAPP update so as to reflect sampling efforts needed to implement the RAW as well as to comply with current EPA standards. As noted in the RFP, it is up to the discretion of the Consultant as to whether or not the existing QAPP can be updated or if an entirely new QAPP will be developed. At this point, GBTS believes an updated QAPP should be sufficient.

The QAPP will be completed in conformance with the specifications and templates provided in the "U.S. EPA Region 2 Brownfields Planning Document for Site-Specific Quality Assurance Project Plans (2011)."

The Draft QAPP document will be reviewed and commented upon by both the JCRA and the EPA. For budgetary purposes it has been assumed that two sets of comments will be received. Upon acceptance by the JCRA of the final QAPP, GBTS will submit the document to the NJDEP along with the RAW.

Task 4—Remediation Oversight

GBTS understands that the JCRA will prepare and issue a remediation bid specification and retain a contractor for performance of the linear construction remediation of the Site. GBTS will review and comment on the bid specification, provide mapping and other files from the RAW, and other ancillary support that may be required by the JCRA.

GBTS will be involved with the oversight of the Site work to the degree necessary to have the LSRP certify as to the satisfactory completeness of the Site's remediation. For budgetary purposes, it has been assumed that the remediation will include the installation of a presumptive remedy cap over historic fill and will not involve the excavation and off-site disposal of contaminated soil. It's anticipated that the cap construction effort will take 12 weeks to complete. During that period, it is assumed that a senior project scientist will be on-site to observe and document the progress of the remediation for up to eight (8) hours per week (for a maximum total of 96 hours). The LSRP will also be on-site for portions of three (3) days near the start, mid-point, and end of the remedial effort, plus an average of one hour per week to review the senior scientist notes and photos (total of 40 hours). A Project Manager will provide weekly management and support at an average of three (3) hours per week.

Task 5—Preparation of Draft and Final Remedial Action Report (RAR)

GBTS will prepare a Remedial Action Report (RAR) for the Site in accordance with NJAC 7:26E. The RAR will summarize the remediation activities completed at the Site and will document the effectiveness of the remediation action. We understand that the Draft RAR document will be reviewed and commented upon by both the JCRA and the EPA. For budgetary purposes it has been assumed that two sets of comments will be received. Upon acceptance by the JCRA of the final RAR, GBTS will submit the document to the NJDEP by uploading the document to the NJDEP on-line portal.

At the completion of the remedial action, GBTS will prepare and make all necessary submittals to the NJDEP to obtain an RAO(s) for the Site.

Optional Task—Compliance Attainment and Alternative Remediation Standard (ARS) Evaluation

Based on a review of the Site Investigation (SI) sampling results for the Site, it appears that the contamination in the historic fill material was detected sporadically across the Site and at relatively low

Mr. Robert Napiorski November 5, 2019 Page 4

concentrations. At the discretion of the JCRA, GBTS can evaluate the use of compliance attainment techniques and/or the calculation of Alternative Remediation Standards (ARS) for the detected contaminants. Depending on the outcome of this analysis, it may be possible to demonstrate that all contaminants comply with site-specific Residential Direct Contact Soil Remediation Standards (RDCSRS) and/or ARS. This may allow the LSRP to issue a limited restricted RAO with institutional controls (deed notice) in lieu of a restricted use RAO, which would require engineering controls (site cap) and accompanying long-term maintenance and financial obligations.

Compliance attainment would be evaluated using the NJDEP Technical Guidance for the Attainment of Remediation Standards and Site-Specific Criteria (September 24, 2012 Version 1.0); and ARS would be evaluated using the process outlined in Appendix 4, Option II – Recreational Land Use Scenario in the NJDEP Remediation Standards Rules (N.I.A.C. 7:26D). A cost to complete this evaluation is provided below.

Note that costs for this optional task do not include additional sampling of any media.

Schedule

GBTS is prepared to start the work within 10 days of a written Notice to Proceed, Purchase Order, or Contract. We require written authorization to commence the work. See the attached Project Task Schedule for durations of each anticipated work task.

Cost

GBTS shall perform the work as described above in accordance with the attached fee schedule. Costs take into consideration elements included in the *Request for Pricing Clarifications* (dated October 29, 2019) questions and JCRA's subsequent responses.

Tasks that are based on time and materials / not-to-exceed (T&M/NTE) are to be considered estimates and are based on an estimated not-to-exceed value based on the attached Consulting Services Rates sheet without client authorization. Actual Site conditions may affect the final costs. Tasks based on a lump sum value are specific to the scope of work described above. Additional work requested and approved by the JCRA will be on an hourly rate basis. All work will be performed in accordance with the attached Fee Schedule and Terms and Conditions or other mutually-agreeable contracting instrument.

Assumptions

- 1. JCRA will enter the NJDEP SRP and will seek RAO:
- 2. Historic fill is only the AOC requiring remediation;
- 3. Remediation of Historic Fill will consist of construction of park features which will serve as a cap and, therefore, no active remediation will be required;
- Project meetings will be attended by the LSRP and the GBTS Project Manager, and each meeting will run no longer than two hours;
- 5. Two sets of comments will be addressed for each RAW, QAPP, and RAR;
- No environmental media sampling (soil, vapor, groundwater, surface water, air), lab analyses, and reporting is required based on Historic Fill capping;

Mr. Robert Napiorski November 5, 2019 Page 5

- 7. All Imported material will meet the definition NJDEP Clean Fill;
- Costs of management of the park construction contractor, including review of bids, submittels, utility disconnections, permit applications or permit conditions, payment applications, change order requests, general conditions, and contract closeout of any kind are excluded;
- 9. NJDEP Soil Remedial Action Permit fee is included;
- 10. No groundwater Remedial Action Permit is required for Historic Fill, and is, therefore, not included:
- 11. NJDEP Notification of linear construction project fee included;
- 12. NIDEP Annual Remediation Fee (1 yr.) included;
- 13. Does not include any future fees (annual RAP fees) after RAO is issued;
- 14. The overall duration of construction of park features will not exceed 12 contiguous weeks.

Payments are due 30 days from receipt of invoice. Payment is the sole responsibility of the JCRA and is not contingent upon third party funding, transactional closing, or insurance recovery.

We trust that this proposal will meet your expectations. If the foregoing is in accordance with your understanding, kindly confirm your acceptance and agreement by signing and returning the original of this Agreement that will thereupon constitute an agreement between us. If you have any questions or comments, or require clarification on any item, please do not hesitate to contact me at 609-730-0007.

Gallagher Bassett Services, Inc.

Jan. R. Capit Gunda Gunda

James R. Capritti, CHMM Managing Director, Remediation Services

James Blaney, CHMM
Operations Manager, Environmental

Client Authorization

Respectfully submitted,

Accepted by the Authorized Representative of Jersey City Redevelopment Agency

Print Name and Title Date

Ce:

Files

Attachments:

Debarment Form Pricing Form LSRP Resume Schedule



Debarment Form



DEBARMENT CERTIFICATION FORM

This statement must be reproduced on company letterhead and signed by an authorized representative of the firm.

I, James R. Capritti, an authorized representative of Gallagher Bassett Services, Inc. (company) certify that Gallagher Bassett Services, Inc. (company) is not debarred from receiving Federal funds.

James R. Capritti (signature)

Monaging Director, Remediation Services (title)

November 5, 2019 (date)



Pricing Form



Price Form JCRA LSRP Services Country Village Site

Task	Unit	Total Cost
1. Designation of LSRP and Meetings	T&M NTE	<u>\$ 6,800</u>
Preparation of RAW a. Completion of DRAFT RAW b. Completion of FINAL RAW	Lump Sum Lump Sum	\$ 9,220 \$ 3,000
3. Preparation of QAPP a. Completion of DRAFT QAPP b. Completion of FINAL QAPP	Lump Sum Lump Sum	\$ 3,500 \$ 1,400
4. Remediation Oversight	T&M NTE	<u>\$29,470</u>
5. Preparation of RAR and RAQ a. Completion of DRAFT RAR b. Completion of FINAL RAR c. Preparation & Submission of RAO	Lump Sum Lump Sum T&M NTE TOTAL	\$ 9,400 \$ 1,175 \$ 5,200 \$69,165
6. Optional Task – Compliance Attainment/ARS Evaluation	Lump Sum	<u>\$ 2,235</u>

NOTE: The JCRA reserves the right to award all, part, or none of the work associated with this Request for Pricing. The Consultant will be compensated only for work completed on a Time and Materials Not To Exceed (T&M NTE) or Lump Sum basis as indicated above.

Billing Rate Schedule shall also be provided as part of the Price Form.

Gallagher Bassett Services, Inc.	(Contractor Name)
147525224	(Contractor DUNS Number)
Jamos a. Crystl	(signature)
James R. Capritti	(print name)
Managing Director, Remediation	Services (title)
November 5, 2019	(date)



LSRP Resume



TECHNICAL SERVICES

Current Position: Consultant

Education:

- BA, Grinlegy, Rutgers
 University
- Graduate Studies, Hydropeology, Wright State University
- Graduate Studies: Hydrogeology and Environmental Studies, Drew I University
- Environmental Enrension Environmental Crime
 Scene Investignt on Guarse, AEHS Foundation

Registrators of Continuation at

- Professional Goologist, PA and IN
- Firensed Site Remodiation Professional (ESRP), #523514 MI
- Associated in Risk
 Management Certification
 (ARM), Insurance Institute
 of America (IIA)
- 48 Hoor Hazardous Waste: Site Training Course, OSHA 29 CFR 1910.120(e)(3)
- 8-Hour OSHA refresher updated annually

EDWARD SULLIVAN, PG, LSRP, ARM

PROFESSIONAL SUMMARY

Mr. Sullivan has 30 years of professional experience as an environmental consultant and Licensed Site Remediation Professional (LSRP). His experience includes the management of complex remedial investigations, environmental investigations, and the development and implementation of remedial actions at numerous sites. In those projects he has managed multi-disciplinary teams of scientists, engineers and contractors. He has been involved in many site cleanups where innovative in-situ remedial technologies were used to remediate contaminated soil and groundwater. He most recently had dual roles as Director of Site Remediation at Matrix New World Engineering and Director of the Guaranteed Fixed Fee Remediation Program at Blue World Remediation where he was responsible for developing remedial approaches and budgets; and profitably managing fixed fee remediation projects with project budgets of up to \$5.5MM. Mr. Sullivan formed ELS Environmental, LLC in May 2018.

For years Mr. Sullivan has been at the forefront in the use of direct sensing technologies including membrane interface probe (MIP), Optical interface Probe (OIP) and other tools to characterize and delineate soil and ground water contamination. Mr. Sullivan's experience as a hydrogeologist includes evaluation of both overburden and fractured bedrock aquifers. His bedrock experience includes implementation and evaluation of bedrock investigation data including borehole geophysics, slug tests, in-well tracer tests, packer tests, pumping tests, crosshole testing and long-term water level studies. He is proficient in the use of various DNAPL detection techniques and the evaluation of ground water fate and transport and mass flux. He has experience in preforming technical evaluations in support of insurance underwriting for Environmental Cost Cap and Pollution Legal Liability (PLL) insurance policies.

Mr. Sullivan has extensive experience in the use of various tools allowed by NJDEP to evaluate compliance with applicable remediation standards including spatially weighted average, SESOIL modeling, and calculation of alternative remediation standards (ARS). He has worked as an expert on matters of environmental remediation liability including Jeff Alban, et al. v. Exxon Mobil Corp, et al. which was one of the largest toxic tort cases in the United States in 2009. He has also authored or co-authored several publications on environmental risk management and remedial technologies and presented at numerous conferences and seminars.



PROFESSIONAL EXPERIENCE

2018—Present ELS Environmental, LLC – Owner

2014-2018

Matrix New World Engineering – Director of Site Remediation
Blue World Remediation – Director of Fixed Fee Remediation Program

2013-2014

Betts Environmental - Senior Vice President

2011-2013

Birdsall Services Group - Vice President

2004-2011

Whitman - Director of Hydrogeology

2001-2004

Weston Solutions - Project Manager

1998-2001

Environmental Resources Management (ERM) - Senior Project Manager

EXPERT TESTIMONY

Weldon Materials, Inc. v. South Brunswick Township, et al – Expert witness on behalf of the Defendants in this matter. Prepared an expert report regarding the timing of lead soils contamination at a former firing range.

Pace Holdings, LLC. v. Potenta Environmental Consultants, LLC, et al—Expert witness on behalf of a 3rd Party Defendant in this matter. Prepared an expert report regarding timing and responsibility for gasoline discharges from a former UST and PCB soil contamination.

Taouch, et. al. v. The Borough of Prospect Park, New Jersey, et al — Expert witness on behalf of the Defendant in this matter. Prepared an expert report regarding timing and responsibility for heating oil and gasoline discharges from former USTs.



Jeff Alban, et al v. Exxon Mobil Corp, et al. — Expert witness on behalf of one of the Plaintiffs in this matter. Prepared an expert report and testified in depositions and at trial regarding the hydrogeology and contamination transport of gasoline constituents in fractured bedrock.

NJDEP v. Exxon Mobil, et al. – Expert witness on behalf of one of the defendants in this matter. Prepared an expert report and testified in depositions regarding the timing and responsibility for gasoline discharges related to NJDEP cost recovery and Natural Resource Damage (NRD) charges.

Home Fuel Oil Company, Eastern of New Jersey, et al v. Pennsylvania, Manufacturers insurance Company et al — Expert witness on behalf of the Plaintiffs in this matter. Prepared an expert report and testified in depositions regarding timing of heating oil and gasoline discharges.

Nick Bardis and Gus Canticas v. BP Corporation North America Inc. et al – Expert witness on behalf of the Plaintiffs in this matter. Prepared an expert report regarding timing and responsibility for gasoline discharges and remediation costs.

New West Urban Renewal Co., LTD. v. City of Newark — Expert witness on behalf of the Plaintiffs in this matter. Prepared an expert report regarding remediation costs related to property valuation.

Tyndale v. Bramowicz, et al. – Expert witness on behalf of the defendants in this matter. Prepared an expert report and testified in depositions regarding the source of fecal coliform contamination in a potable water supply well.

Cole v. Lawrence, et al. – Retained by Plaintiffs regarding source and timing of gasoline contamination in a potable water supply well.

NJDEP v. Exxon Ofra Dimant, et al. – Expert witness on behalf of one of the defendants in this matter. Prepared an expert report and testified in depositions regarding the timing and responsibility for tetrachloroethene (PCE) discharges related to NJDEP cost recovery and Natural Resource Damage (NRD) charges.

Ultimate Scholar v. Elite Cleaners, et al. — Expert witness on behalf of the plaintiffs in this matter. Prepared an expert report and testified in depositions and pre-trial hearing regarding the timing and responsibility for tetrachloroethene (PCE) discharges from a dry-cleaning establishment and sources of indoor air contamination.

The Estate of Joseph Scanelli v. Wood Construction Co., et al. — Expert witness on behalf of one of the defendants in this matter. Prepared an expert report regarding the timing and responsibility for tetrachioroethene (PCE) discharges from a dry-cleaning establishment.

Givaudan Fragrances Corporation v Aetna Casualty & Surety Company, et al. – Expert witness on behalf of the plaintiffs in this matter. Prepared an expert rebuttal report and testified in depositions regarding the nature of, and risks posed by, contamination at the site.



Laneri Brothers V. Bolla and Exxon — Expert witness on behalf of the plaintiffs in this matter. Prepared an expert report regarding source and timing of gasoline contamination and remediation costs for a former gasoline station site.

PUBLICATIONS AND PROFESSIONAL PRESENTATIONS

Remediation Roundtable: Integrating Remediation Into Development Design; Office of Continuing Professional Education, Rutgers University; Presented at "Emerging Issues in Brownfields - New Directions"; May 31, 2018

"Innovative Technologies for Site Remediation," Office of Continuing Professional Education, Cook College, Rutgers University, 2006-2018. Instruct segment each year on the importance of site characterization in the use of innovative technologies

incorporating Innovative Technologies into your Remediation; Office of Continuing Professional Education, Rutgers University; Presented at "Emerging Issues in Brownfields"; October 18, 2016

Key, Katherine, Sullivan, Edward, et. al., "An In Situ Bloreactor for the Treatment of Petroleum Hydrocarbons in Ground Water", Remediation Journal, Summer 2013

Sullivan, Edward et al., "Pilot Study to Evaluate Toluene Source Area Bioremediation Using Aerobic In-Situ Bioreactor® (ISBR)," presented at the 28th Annual International Conference on Soils, Sediments, Water, and Energy, October 16, 2012

Michalski, A., Ph.D, Sullivan E., et. al., "impact of Open-Hole Ambient Flow on Packer and Cross- Hole Test Results in Multivalt Bedrock," presented by A. Michalski at the NGWA Focus Conference on Fractured Rock and Eastern Groundwater Regional Issues, September 26, 2011

Robinson, D. and Sullivan, E., "Use of Chamical Oxidation Coupled with Bloaugmentation to Treat Groundwater Underneath a Day Care Facility," presented at the Southeastern In-Situ Soils and Groundwater Remediation Conference, February 23, 2018

Sullivan E., Hince, E., "Field Evidence of Anaerobic Biodegradation of Benzene Coupled to Denitrification," presented at 25th International Conference on Soils, Sediments and Water, October 2009

"How to Use the Impact to Groundwater Standards for Soll: Case Studies of Modeling Applications," presented at New Jersey Water Environment Association (NJWEA) Site Remediation Committee Spring Program, East Windsor, NJ, June 3, 2009

Sullivan, E., et al., "Dehalococcoides Bloaugmentation Using Inter-Well Transfer of Bio-Trap Samplers," presented at 24th International Conference on Solls, Sediments and Water, October 2008



Sullivan. E., et al., "Dehalococcoldes Bloaugmentation Using Inter-Well Transfer of Bio-Trap Samplers," presented by Greg Davis at the 6th International Conference on Oxidation and Reductive Technologies, September 2008

Sullivan E., Elliott, D.W., "Application of nZVI / Emulsified OII at a Former Manufacturing Facility in Passaic, NJ."

Sullivan E., Robinson, D., "Critical Issues: New FASB Rules Spark an Evolution," GlobeSt.com, May 28, 2008

Sullivan E., Robinson, D., "New Technologies Reduce Time and Cost of Brownfield Redevelopment," Mann Report, April 2008

Hince E.C., Sullivan, E., "Enzyme Treatment for Oxidative Stress Reduction to Support Bloaugmentation Following Activated Persulfate Injection," presented by E.C. Hince at the 14th International Petroleum Environmental Conference, November 2007

Sullivan E., et al., "Evaluation of In-Situ Biostimulation Effects Related to Sodium Persulfate Injections," presented at 23rd Annual International Conference on Solis, Sediments and Water, October 2007

Sullivan E., et al., "Three Dimensional Visualization of a TCE-Impacted Silt Layer Using Remote Sensing Data," presented at the 2nd International Conference on Challenges in Site Remediation, September 2007

Hince E.C., Sullivan, E., et al., "In-Situ Stable Isotope and Fluorinated Analog Probing to Evaluate Fate of CDCE via both Reductive Dechlorination and Anaerobic Oxidation," presented by E.C. Hince at the 23rd International Conference on Soils, Sediments and Water, October 2007

Sullivan E., et al., "Combined Chemical Oxidation and Bioremediation Treatment of a Chlorinated Aromatic DNAPt Source Area," presented at 5th International Conference on Oxidation and Reductive Technologies, September 2007

Hince E.C., Suilivan, E., et al., "Stable Isotope Probing (SIP) of In-Situ Anaerobic Oxidation and Reductive Dechlorination Processes Using Bio-Trap Samplers," presented by Eric Hince at Battelle, Ninth International In-Situ and On-Site Bioremediation Symposium, Baltimore, Maryland, May 2007

Hince E.C., Sullivan, E. et al., "Stable Isotope Probing (SIP) of In-Situ Anaerobic Bioremediation Processes Using Bio-Trap Samplers," presented by Eric Hince at Intersol Conference, Paris, France, March 2007

"innovative Technologies For Site Remediation," Office of Continuing Professional Education, Cook College, Rutgers University, December 6, 2006

Sullivan, Edward et al., "Combined Abiotic and Biotic Dechlorination in a Low Permeability Aerobic Aquifer," presented at the University of Massachusetts, 22nd Annual International Conference on Soils, Sediments and Water, October 2006



Sullivan, Edward et al., "Use of Electrical Imaging and Microscopy to Evaluate Distribution of Injected Nano-Scale Zero Valent Iron," presented at the University of Massachusetts, 22nd Annual International Conference on Solis, Sediments and Water, October 2006

Sullivan, Edward, and Sylvester, Michael, "The Evolution of Environmental Risk Management" Risk Management, January 2006

Sullivan, Edward, "Here Comes the Science: Understanding the Technologies Used to Remediate Organic Politiants" Risk Management, August 2005

Sullivan, Edward, "Estimating Environmental Liabilities: One Price Does Not Fit All" Risk Management, July 2005



Schedule

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EXHIBIT B

JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS RESOLUTION NO. 19-11-17

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH GALLAGHER BASSETT TECHNICAL SERVICES (GBTS) FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

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

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

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

WHEREAS, the Agency requires the services of a Licensed Site Remediation Professional ("LSRP") in connection with the preparation of a Remedial Action Workplan, Quality Assurance Project Plan and Remedial Action Report for a portion of the Morris Canal Greenway (the "LSRP Services") from an experienced and qualified firm; and

WHEREAS, Gallagher Bassett Technical Services (GBTS) ("LSRP") has prepared that certain proposal dated November 5, 2019, on file with the Agency (the "Proposal"), to perform the LSRP Services for an amount not to exceed Seventy One Thousand Four Hundred Dollars (\$71,400.00); and

WHEREAS, having reviewed the Proposal, the Agency has determined that, Gallagher Bassett Technical Services (GBTS) possesses the requisite expertise and skilled personnel required to perform the required LSRP Services set forth in the Proposal and that, in consideration of all factors, entering into a contract with, Gallagher Bassett Technical Services (GBTS) in accordance with the Proposal will be cost-efficient, appropriate and in furtherance of the goals and objectives of the Redevelopment Law; and

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

WHEREAS, the Agency wishes to enter into a contract with, Gallagher Bassett Technical Services (GBTS) for the LSRP Services in accordance with the Proposal, for a term to expire either one (1) year after the effective date of the contract or upon completion of the LSRP Services, whichever is earlier, and for an amount not to exceed Seventy One Thousand Four Hundred Dollars (\$71,400.00), payable in accordance with Price Form and Fee Schedule set forth in the Proposal; and

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

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

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

Section 2. The Board of Commissioners hereby authorizes a professional services agreement with Galiagher Bassett Technical Services (GBTS) to perform LSRP Services in accordance with the scope of work set forth in the Proposal, for an amount not to exceed Seventy One Thousand Four Hundred Dollars (\$71,400.00) and for a term to expire either one (1) year after the effective date of the contract or upon completion of the LSRP Services, whichever is earlier, all subject to 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 of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of November 18, 2019.

Diana H. Jeffrey, Secretary

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

EXHIBIT C

CITY OF JERSEY CITY PAY-TO-PLAY ORDINANCE 08-128

CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
Gallagher Basselt Services, Inc. (name of business entity) has not made any reportable
contributions in the **one-year period preceding Ante City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract Gallagher Bassett Services, Inc.
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.
·
PART II - Signature and Attestation:
2005 1
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
cortification, I and/or the business entity, will be liable for any penalty permitted under law.
Name of Danisan Politics Callaghan Departs Comings Inc.
Name of Business Entity: Gallagher Bassett Services, Inc.
' Wash
Name of Business Builty: Gallagher Bassett Services, Inc. Signed Title: Division President
Signed
' Wash
Signed

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance,

OAMPHOCESTIMETER to Phylograp Phy Controlling Spinster One 45-112 and

EXHIBIT D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

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

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

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

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of N.J.S.A. 10:2-1 et seq. are incorporated herein:

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements.

╚	his certificate does not confer rights	o th	e cen	lificate holder in lieu of s	uch en	dorsement(s) <u>.</u>	,::		
	DUCER	<u> </u>			CONTA NAME:	CT				
Arthur J. Gallagher Risk Management Services, Inc. 300 S. Riverside Plaza, Suite 1500		PHONE FAX [A/C. No. Ext): [A/C. No]:								
Chicago IL 60606			E-MAIL ADDRESS:							
ì				•			SURER(S) AFFOR	RDING COVERAGE		NAIC#
			INSURER A: Allied World Assurance Co (U.S.) Inc.				19489			
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G	Illagher Bassett Services, Inc., chnical Services Division									-11100
	50 Golf Rd., 11th Floor				INSURER C:					
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS,								NHICH THIS		
LTR			SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
A	X COMMERCIAL GENERAL LIABILITY	Y		0311-4542		7/28/2019	7/28/2020	EACH OCCURRENCE	\$ 1,000.	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Es occurrence)	\$ 50,00	0
	X DED. \$25,000							MED EXP (Any one person)	\$ 5,000	
	X NY LL DED: \$50K		1					PERSONAL & ADV INJURY	\$ 1,000.	000
	GENL AGGREGATE LIMIT APPLIES PER:		1			,		GENERAL AGGREGATE	\$ 2.000	.000
	POLICY X PRO: LOC							PRODUCTS - COMP/OF AGG	\$ 2,000.	000
	OTHER:						-		\$	
5 8	AUTOMOBILE LIABILITY			41CAB4938312 41CAB939012		10/1/2019 10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	000
	ANY AUTO			41670333015		10/1/2019	10/1/2020		\$	
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	DED RETENTIONS							Fellow Form	\$	
8	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			41WCI4938112		10/1/2019	10/1/2020	X PER OTH-		
•	ANYPROPRIETOR/PARTNER/EXECUTIVE N	NIA]	44WCI05D1912		10/1/2019	10/1/2020	E.L. EACH ACCIDENT	s 1,000,	000
	(Mandatory in KH)	MIN			1	1		E.L. DISEASE - EA EMPLOYEE		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT		
Α	Contractors Politution Liability Professional Liability			0311-4542		7/28/2019	7/28/2020	Each Occurrence Each Claim	\$1,000	0,000
	Occurrence							Each Claim Aggregate	\$1,000 \$2,000	
DESCRIPTION OF OPERATIONS / LDCATIONS / VEHICLES (ACORD 101, Additional Remarks Schadule, may be attached if more space is required) Jersey City Redevelopment Agency is included as Additional Insured, per written contract or agreement, with regards to General Liability per form number ENV-CAS 00006 00 (08/10), subject to policy terms, conditions and exclusions.										
CE	RTIFICATE HOLDER .				CANC	ELLATION		•		
	Jersey City Redevelopmen 66 York Street, Floor 2	t Ag	ency		ACC	EXPIRATION ORDANCE WIT	I DATE THE TH THE POLIC	ESCRIBED POLICIES BE CA IREOF, NOTICE WILL B Y PROVISIONS.		
Jersey City NJ 07302			AUTHORIZED REPRESENTATIVE							

Endorsement No:

7

This endorsement, effective:

July 28, 2019

(at 12:01 A.M. standard time at the address of the Named Insured as

shown in Item 1, of the Declarations)

forms a part of Policy No:

0311-4542

Issued to:

Gallagher Bassett Services, Inc.

by:

Allied World Assurance Company (U.S.) Inc.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS SCHEDULED PERSON OR ORGANIZATION

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location(s) of Covered Operations
Where required by written contract	Where required by written contract

It is hereby agreed that:

- A. Section II Who is An insured is amended to include as an additional insured the person(s) or organization(s) shown in the above Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;
 - in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions of this policy remain unchanged.

falle

By:

Joseph Cellura

Title:

President, North American Casualty Division

Date:

October 1, 2019

Item # 20

WITHDRAWN

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING PROPERTY MAINTENANCE GUYS, LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 16901, LOT 17, COMMONLY KNOWN AS 51 CRESCENT AVENUE, WITHIN THE SCATTER SITE 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 Scatter Site Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "Redevelopment Plan") to effectuate and regulate the redevelopment of the Scatter Site Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns that certain property identified as Block 16901, Lot 17 on the official tax maps of the City, commonly known as 51 Crescent Avenue (the "Property"); and

WHEREAS, Property Maintenance Guys, LLC (the "Redeveloper") possesses the skills and expertise to rehabilitate and renovate the existing two (2) family duplex brownstone home on the Property, which after rehabilitation will be available as affordable housing and will be overseen by a supportive services agency; and

WHEREAS, the Agency desires to designate Redeveloper as redeveloper of the Property for a period ending on February 28, 2021, unless extended for an additional period of no more than two (2) periods of thirty (30) days each by the Executive Director in her sole discretion, so that the parties may commence 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. Property Maintenance Guys, LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on February 28, 2021, unless extended for an additional period of no more than two (2) periods of thirty (30) days each by the Executive Director in her sole discretion.
- **Section 3.** If, by February 28, 2021, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

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.

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 October 20, 2020.

Diana H. Jerfirey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF DAYLIGHT TRANSPORT, LLC AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 1901, LOTS 1-4 AND 6-19, COMMONLY KNOWN AS 577, 591, 595, 639, 641, 651, 655, 659 AND 661-671 TONNELE AVENUE AND 205-221 BLEECKER STREET, WITHIN THE TONNELE AVENUE LIGHT INDUSTRIAL 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 Tonnele Avenue Light Industrial 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, pursuant to the Redevelopment Law, the City enacted the Tonnele Avenue Light Industrial Redevelopment Plan (as amended and supplemented from time to time, the "Redevelopment Plan") to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, certain properties identified on the City's tax maps as Block 1901, Lots 1 through 4 and 6 through 19, commonly known as 577, 591, 595, 639, 641, 651, 655, 659, 661-671 Tonnele Avenue and 205-221 Bleecker Street (collectively, the "Property") are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on June 18, 2019, the Agency adopted Resolution No. 19-06-14 conditionally designating Daylight Transport, LLC (the "Redeveloper") as redeveloper of the Property, which designation was subsequently extended, including most recently on July 21, 2020, by Resolution 20-07-16, pursuant to which the Agency extended the Redeveloper's designation until September 30, 2020, with an optional thirty (30) day extension to be granted by the Executive Director in her sole discretion, which extension was granted; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 2020, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

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 date may be extended by the Executive Director in her sole discretion 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 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 October 20, 2020.

Diana H. Jetirey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING WEST SIDE STATION LLC AS THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 21802, LOTS 1-8 AND 29-33 IN THE WATER STREET 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 Water Street Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "Redevelopment Plan") to effectuate and regulate the redevelopment of the Water Street Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, West Side Station LLC (the "Redeveloper") proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 21802, Lots 1-8 and Lots 29-33, commonly known as 359-367 West Side Avenue, 371 West Side Avenue, 312 Grant Avenue, 322 Grant Avenue, 28 Pollock Avenue, 48 Pollock Avenue, 54-70 Pollock Avenue and 42 Mallory Avenue (collectively, the "Property") in accordance with the Redevelopment Plan; and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a project consisting of 860 residential units, 41,800 square feet of office space, 30,000 square feet of retail space, 30,000 square feet for a charter school and 247,500 square feet for parking (the "Project"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") and the Redeveloper intend to pursue pre-development activities, including negotiation of a redevelopment agreement and other related actions (the "Pre-Development Activities"); and

WHEREAS, the Agency further wishes to enter into a funding agreement with the proposed Redeveloper (the "Funding Agreement") to effectuate the funding of an escrow account and procedures for the payment therefrom of moneys to pay the Agency's costs and expenses incurred in undertaking the Pre-Development Activities,

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 Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, in a form acceptable to the Agency in consultation with counsel.

- Section 3. West Side Station LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on February 28, 2021, unless extended for up to two (2) additional periods of no more than thirty (30) days each by the Executive Director in her sole discretion, *provided*, *however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.
- Section 4. If, by February 28, 2021 or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of West Side Station LLC, as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.
- **Section 5.** 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 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 October 20, 2020.

Diana H. leffrey Secretary

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

While we propose the development be constructed in four Phases with Phase 1 containing the mixed uses—parking garage, school, retail and apartments—to be built simultaneously with private and public funding, the Applicant is open to phasing the project in other ways that benefit NJ Transit and other local interest. The Applicant can provide more detailed information and the rationale for this phasing plan upon request and as more detailed massing studies and schematics are developed.

2. Map identifying the exact location of the proposed site:



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP, INC. FOR THE PURCHASE AND INSTALLATION OF SECURITY EQUIPMENT FOR BERRY LANE PARK, BLOCK 18901, LOT 1.01, LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA

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

WHEREAS, there exists a need for the installation of a security system for the pavilion located at Berry Lane Park in the Morris Canal Redevelopment Area, which property is owned by the Agency and the redevelopment of which the Agency has overseen in accordance with the Morris Canal Redevelopment Plan; and

WHEREAS, *N.J.S.A.* 52:34-6.2 authorizes contracting units to enter into cooperative purchasing agreements with one or more other states or political subdivisions for the purchase of goods and/or services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, by Resolution of the Board of Commissioners of the Agency adopted as of even date herewith, the Agency was authorized to join The Interlocal Purchasing System ("TIPS") pursuant to a cooperative pricing agreement approved by the Division of Local Government Services; and

WHEREAS, the Agency obtained a quote dated October 16, 2020, a copy of which is on file with the Agency (the "Quote") from Millennium Communications Group, Inc. ("Millennium") for the purchase and installation of security equipment, including installation of a burglar alarm system (the "Security Equipment"); and

WHEREAS, Millennium is in possession of, and pricing in the Quote is pursuant to, TIPS Contract #191003; and

WHEREAS, having reviewed the Quote and considering factors such as charges for service, material, and delivery, the Agency has determined that purchase and installation of the Security Equipment pursuant to the Quote will result in cost savings and that the Quote is reasonable and fair; and

WHEREAS, the Agency desires to authorize execution of a contract with Millennium for a term of six (6) months, which term may be extended as permitted by the TIPS Cooperative and applicable law, for a contract amount not to exceed Sixty-Nine Thousand Three Hundred and Eighty Dollars (\$69,380.00) payable in accordance with the prices and rates set forth in the Quote; and

WHEREAS, funds are available for this contract; and

WHEREAS, notice of the intent to award the contract pursuant to the TIPS Cooperative shall be published in a newspaper of general circulation in accordance with applicable law,

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

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

- Section 2. The Board of Commissioners hereby authorizes the award of a contract for purchase and installation of the Security Equipment to Millennium, payable in accordance with the prices and rates set forth in the Quote, for an amount not to exceed Sixty-Nine Thousand Three Hundred and Eighty Dollars (\$69,380.00) and for a term of six (6) months, which term may be extended as permitted by the TIPS Cooperative and applicable law, provided, however, that the award of such contract is contingent upon the Agency's becoming a member of TIPS and the full execution of a cooperative pricing agreement with TIPS.
- Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
- Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution and the contract authorized herein, in consultation with counsel.
 - Section 5. This Resolution shall take effect immediately.

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 October 20, 2020.

Diana H. Jeffrey Socretary

R	ECORD OF COM	<u>IMISSIONEI</u>	RS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci	/			
Erma D. Greene				/
Evelyn Jones	1			
Darwin R. Ona	✓			
Denise Ridley	√			
Daniel Rivera				/

2021 Authority Budget Resolution Jersey City Redevelopment Agency

FISCAL YEAR:

FROM:

January 1, 2021

TO:

December 31, 2021

WHEREAS, the Annual Budget and Capital Budget for the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2021 and ending, December 31, 2021 has been presented before the governing body of the Jersey City Redevelopment Agency at its open public meeting of October 20, 2020; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$2,825.00, Total Appropriations of \$3,063,582.00 and Total Unrestricted Net Position utilized of \$238,582.00; and

WHEREAS, there are no anticipated capital projects, therefore no Capital Budget is presented; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations of the Authority, to meet operating expenses and capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Jersey City Redevelopment Agency, at an open public meeting held on October 20, 2020, that the Annual Budget, including all related schedules of the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2021 and ending, December 31, 2021 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Jersey City Redevelopment Agency will consider the Annual Budget Program for adoption on November 10, 2020.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at it meeting of October 20, 2020.

RECOR	D OF CO	MMISSIC	NERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown	1			
Douglas Carlucci	1			
Erma D. Greene				√
Evelyn Jones	1			:
Denise Ridley	J			
Darwin R. Ona	1			
Daniel Rivera				1

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ADOPTING A CASH MANAGEMENT PLAN

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") has been duly created by ordinance of the City of Jersey City and exists in good standing as a public body corporate and politic under and pursuant to all applicable law, including the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 et seq.; and

WHEREAS, under applicable law, including N.J.S.A. 40A:5-14 of the Local Fiscal Affairs Law, the Agency must adopt a cash management plan on an annual basis relating to the deposit and investment of funds of the Agency; and

WHEREAS, the Agency's Chief Financial Officer has prepared a form of cash management plan for the Agency's consideration,

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

- Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.
- Section 2. The Agency hereby designates the cash management plan attached hereto as <u>Exhibit A</u> as the official cash management plan for the Agency.
- **Section 3.** A copy of this resolution shall be available for public inspection at the offices of the Agency.
 - 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 held on October 20, 2020.

DIANA H. JEFFREY, Secretary

RI	ECORD OF COM	MISSIONERS	VOTE	
NAME	AYE	NAY	ABSTAIN	<u>ABSENT</u>
Donald R. Brown				
Douglas Carlucci	√			
Erma D. Greene				✓
Evelyn Jones				
Darwin R. Ona	\\ \ \			
Denise Ridley			• •	
Daniel Rivera				√

EXHIBIT A CASH MANAGEMENT PLAN

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING SCHEDULE OF FEES FOR FINANCES

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

WHEREAS, from time to time, the Agency enters into agreements with designated redevelopers (each, a "Redeveloper"), pursuant to which the Agency issues bonds, or notes in anticipation of the issuance of bonds ("Bonds"), under the Redevelopment Law and/or the Redevelopment Area Bond Financing Law, N.J.S.A. 40A:12A-64 et seq. (the "RAB Law") for the purpose of financing costs associated with certain redevelopment projects; and

WHEREAS, some Bonds issued are secured only by a pledge of certain defined Agency revenues ("Non-Recourse Bonds") and other Bonds are also secured by a guaranty or subsidy from the City ("City Credit Support"); and

WHEREAS, the Agency desires to establish a schedule of fees ("Fee Schedule") to be charged in connection with the issuance of Bonds (the "Annual Financing Fee"); and

WHEREAS, the Agency anticipates that the initial Annual Financing Fee for each series of Bonds will be paid from the proceeds of such Bonds at closing and any subsequent Annual Financing Fee will be paid annually by the Redeveloper or its successors or assigns on the anniversary of the closing date, in accordance with the terms of an agreement with the Agency,

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

- **Section 1.** The above recitals are hereby incorporated herein as if set forth at length.
- **Section 2.** The Agency hereby adopts the Fee Schedule attached hereto as **Schedule A**, in accordance with which the Agency shall charge an Annual Financing Fee to a Redeveloper in connection with the issuance, by the Agency, of any series of Bonds.
- **Section 3.** The Agency may, in its discretion, waive the Annual Financing Fee for a series of Bonds issued in connection with a project to be undertaken by the Agency and/or the City.
 - **Section 4.** This Resolution shall take effect immediately.

Schedule A

- Application fee: \$1,000
- Application fee for Bond with City Credit Support: \$2,000
- Annual Financing Fee for tax-exempt Bonds: 0.5% of outstanding par amount of up to first \$15 million; 0.375% of the next \$10 million and 0.5% of the outstanding par amount in excess of \$25 million
- Annual Financing Fee for taxable Bonds: one half of the Annual Financing Fee for taxexempt Bonds per above, that is, 0.25% of outstanding par amount of up to first \$15 million; 0.1875% of the next \$10 million and 0.25% of the outstanding par amount in excess of \$25 million
- An additional fee will be charged in connection with Bonds issued subject to a City Credit Support in an amount equal to 0.5% at Closing and for each year in which the City Credit Support is in effect

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 October 20, 2020.

Diana H. Jeffley, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF OCTOBER 20, 2020

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment

Agency have received copies of the Accounts/Invoices Payable List as of October 20,

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 October 20, 2020 approved as presented.

Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated October 20, 2020

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

Page 1

9/24/2020 9/24/2020 S01394 Jersey City Museum - Phase 2 - Solicitation Pa Totals for OMA*AMO Architecture PC: GRAND TOTALS:	Vendor Name OMA*AMO Architecture PC OMA*AMO Architecture PC	Date 9/24/2020	Invoice Number	·	Balance \$67,450.00	· -		Discount Expires On Net Amount Du \$67,450.00
9/24/2020 9/24/2020 \$01393 Jersey City Museum - Phase 2 - Solicitation Pa 9/24/2020 9/24/2020 \$01394 Jersey City Museum - Phase 2 - Solicitation Pa Totals for OMA*AMO Architecture PC: GRAND TOTALS:	OMA*AMO Architecture PC							
9/24/2020 9/24/2020 S01394 Jersey City Museum - Phase 2 - Solicitaion Pa Totals for OMA*AMO Architecture PC: GRAND TOTALS:	OMA*AMO Architecture PC	9/24/2020	S01393	Jersey City Museum - Phase 2 - Solicitaion Pa	\$67,450.00		\$0.00	\$0.00
PC:	OMA*AMO Architecture PC	9/24/2020	S01394	Jersey City Museum - Phase 2 - Solicitaion Pa	\$67,450.00		\$0.00	\$0.00
TALS:				Totals for OMA*AMO Architecture PC:	\$134,900.00		\$0.00	\$0.00
				TALS:	\$134,900.00		\$0.00	\$0.00

Page 2

Report name: Invoice Due Today

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today Include all invoice dates

Include all post dates

Include these due dates: Today (9/24/2020) Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking Include all Invoice Attributes

Include all Vendor Attributes

	BEACON	BEACON		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 10/20/2020	Apruzzese, McDermott, Mastro & Murphy		ALARM & COMMUNICATION TECH 10/20/2020	ALARM & COMMUNICATION TECHNOLOGIES		AFLAC	AFLAC		ADVANCED SCAFFOLD SERVICES 1 10/20/2020		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	66 YORK STREET, LLC	66 YORK STREET LLC	66 YORK STREET, LLC		21 CONTRACTING LLC	21 CONTRACTING LLC	21 CONTRACTING LLC	Vendor Name
	10/20/2020			10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020			10/20/2020	urphy		10/20/2020	NOLOGIES		10/20/2020			10/20/2020	5		10/20/2020	10/20/2020	10/20/2020		10/20/2020	10/20/2020		Due Date
	10/1/2020			10/7/2020	10/7/2020	10/7/2020	10/7/2020	10/7/2020	10/7/2020	10/7/2020	10/7/2020	10/7/2020	9/24/2020	9/24/2020	9/24/2020	9/22/2020			9/22/2020			10/5/2020			9/29/2020			9/15/2020			9/29/2020	9/29/2020	0/20/2020		9/29/2020	9/29/2020		Invoice Date
	06-10-20			4199131	4199127	4199424	4199123	4199122	4199128	4199120	4199119	4199126	4199115	4198883	4198882	4198884		Totals for	224123		Totals for ALARI	4398-162054			November 2020		Totals for	26		A TO T BELLEVIOLE OF THE OWN	November 2020	November 2020	No		200292	200620		Invoice Number
Totals for BEACON:	Prof Services Area Need of Redevelopment- 1		Totals for ARCHER & GREINER P.C.	Legal Services - Powerhouse, LLC	Legal Services - Beloved Community Charter (Legal Services - OPRA Matters/General Repre	Legal Services- 550 Johnston Avenue	Legal Services - 342 Johnston Ave	Legal Services - Pegasus/100 Colden St - Sub	Legal Services - 326-328 Johnston Ave	Legal Services - Exeter Thomas McGovern La	Legal Services - 401 Whiton Street	Legal Services- 61-63 Sip Avenue	Legal Services- 336-340 MLK Drive Redevelo	Legal Services- Monticello Equity Properties	Legal Services-181 Pacific Avenue Redevelop		Totals for Apruzzese, McDermott, Mastro & Murphy:	Legal Services - Internal Employment		Totals for ALARM & COMMUNICATION TECHNOLOGIES:	Replace the Existing Fire Aalrm Panel - 292 N		Totals for AFLAC:	Employee Deductions per Payroll		Totals for ADVANCED SCAFFOLD SERVICES LLC:	Scaffold Services at 84 Sip Avenue - Septembe	Totals for 66 YORK STREET, LLC:	•	Office Rent - 66 York St	Operating Expenses - 66 York St	Floring Hills. Downward CC Val. Ct	Totals for 21 CONTRACTING LLC:	Water Meters Installation - 292 MLK Dr	Electrical Repairs - 405 Ocean Avenue		Invoice Description
\$725.00	\$725.00	##J,00#.01	\$23 032 64	\$935.00	\$550.00	\$752.50	\$412.50	\$165.00	\$742.50	\$385.00	\$935.00	\$2,074.90	\$13,168.20	\$2,135.00	\$443,94	\$333,10		\$192.50	\$192.50		\$3,880.40	\$3,880.40		\$1,509.30	\$1,509.30		\$2,550.00	\$2,550.00	\$10,950.00	throgon, or .	\$10.027.54	\$273.94	96.40	\$2,575.00	\$1,600.00	\$975.00		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	40.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		Potential Discount Discount Expires On
\$725.00	\$725.00	# £ £, 0 ± £, 0 ±	\$23,032,64	\$935.00	\$550.00	\$752.50	\$412.50	\$165.00	\$742.50	\$385.00	\$935.00	\$2,074.90	\$13,168.20	\$2,135.00	\$443.94	\$333.10		\$192.50	\$192.50		\$3,880.40	\$3,880.40		\$1,509.30	\$1,509.30		\$2,550.00	\$2,550.00	\$10,950.00	9 x 0 y 0 m 3 . 7 .	\$10.027.54	\$273.94	÷ () ()	\$2,575.00	\$1,600.00	\$975.00		Net Amount Due

	CRYSTAL POINT CONDOMINIUM A 10/20/2020		Confires Fire Protection Confires Fire Protection			COMCAST	COMCAST	COMCAST	COMCAST		CITY OF JERSEY CITY	CITY OF JERSEY CITY		CHRISTOPHER FIORE	CHRISTOPHER FIORE	CHRISTOPHER FIORE	CHRISTOPHER FIORE		CASH	CASH		BROWNFIELD SCIENCE & TECHNO	BROWNFIELD SCIENCE & TECHNOLOGY BROWNFIELD SCIENCE & TECHNO 10/20/		BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT S 01.020/2020		BROWN - BROWN METRO INC.	BROWN - BROWN METRO INC.	Vendor Name
	ISSOC. 10/20/2020		10/20/2020			10/20/2020	10/20/2020	10/20/2020			10/20/2020			10/20/2020	10/20/2020	10/20/2020			10/20/2020			10/20/2020	DLOGY 10/20/2020		10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020		10/20/2020		Due Date
	9/29/2020		10/7/2020			10/5/2020	9/28/2020	9/16/2020			10/16/2020			9/24/2020	8/27/2020	7/27/2020			10/14/2020			1/1/2020	8/31/2020		9/25/2020	9/25/2020	9/25/2020	9/25/2020	9/25/2020	9/28/2020		9/25/2020		Invoice Date
Totals for CF	November		0305167		To the second of	November 2020	November 2020	November 2020			Pymt 2 of 3			September	August	July			Cash		Totals for BF	764-08.19	764-08.20	Totals for BROWI	4937	4938	4935	4936	4939	4934	7	860721 & 860722		Invoice Number
Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	Maintenance Fee	Totals for Confires Fire Protection:	Annual Extinguisher Inspection, Extinguisher	Totals for COMCAST:	an attended to the property of the second	25 Journal So - Business Internet	Internet Service at 66 York St	Internet Service at 665 Ocean Avenue		Totals for CITY OF JERSEY CITY:	Proceeds from Land Sales (Argent - Johnston \		Totals for CHRISTOPHER FIORE:	Dental Reimbursement	Expense Reimbursement	Expense Reimbursement		Totals for CASH:	Replenishment of Petty Cash		Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	Environmental Services at Ocean & Dwight	Environmental Services at Ocean & Dwight	Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Oversight & Mgmt Services for EPA Haz. Su	Environmental Support Services for Grand Je	Oversight & Mgmt Services for EPA Petro. A	Oversight & Mngt Services for EPA Revolvin	Oversight & Mgmt Services for EPA Multipu	Morris Canal-Greenway Implementation Plan	Totals for BROWN - BROWN METRO INC.:	Insurance Policy D&O Renewal		Invoice Description
\$154.04	\$154.04	\$120.10	\$120.10	\$554.85	\$1.50 1.10 1.10 1.10 1.10 1.10 1.10 1.10	\$212.82	\$152.58	\$189.45		\$3,500,000.00	\$3,500,000.00		\$757.07	\$570.35	\$93.36	\$93.36		\$302.00	\$302.00		\$8,183.50	\$6,669.50	\$1,514.00	\$7,199.75	\$572.50	\$1,095.00	\$472.50	\$275.00	\$2,617.50	\$2,167.25	\$59,213.16	\$59,213.16		Invoice Balance
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#C: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
\$154.04	\$154,04	\$120.10	\$120.10	\$554.85		\$212.82	\$152.58	\$189.45		\$3,500,000.00	\$3,500,000.00		\$757.07	\$570.35	\$93.36	\$93.36		\$302.00	\$302.00		\$8,183.50	\$6,669.50	\$1,514.00	\$7,199.75	\$572.50	\$1,095.00	\$472.50	\$275.00	\$2,617.50	\$2,167.25	\$59,213.16	\$59,213.16		Net Amount Due

JOHNNY ON THE SPOT, LLC	JC MUNICIPAL UTILITIES AUTHORITY JC MUNICIPAL UTILITIES AUTHORI 10	JAMES F WADDLETON Jason Friedkin Jason Friedkin	GLUCK WALRATH LLP	FEDERAL EXPRESS FEDERAL EXPRESS GLUCK WALRATH LLP GLUCK WALRATH LLP GLUCK WALRATH LLP GLUCK WALRATH LLP	Vendor Name ENVIRONMENTAL REMEDIATION AND FINANCIAL SERVICES LLC ENVIRONMENTAL REMEDIATION A 10/20/2020 10/1/2020 22-10 Totals for ENVIRONMEN EVENING JOURNAL ASSOCIATION EVENING JOURNAL ASSOCIATION 10/20/2020 9/30/2020 Septe
10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020	10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020	10/20/2020 10/20/2020	10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020 10/20/2020	10/20/2020 10/20/2020 10/20/2020 10/20/2020	Due Da NND FINA 10/20/20
9/29/2020 9/29/2020 9/29/2020 9/29/2020 9/29/2020	9/18/2020 9/15/2020 9/15/2020 9/15/2020	10/12/2020 10/3/2020	9/28/2020 9/28/2020 9/28/2020 9/28/2020 9/28/2020 9/28/2020 9/28/2020	9/14/2020 9/12/2020 9/22/2020 9/28/2020 9/28/2020	Invoice Date IAL SERVICE 10/1/2020 Is for ENVIRGE 9/30/2020
558801 558802 553676 558803	30308307348913 30309320562951 30306348540000 30302233340000 <i>Totals fo</i>	Reimbursement Dental	44614 44615 44616 44617 44618 44619 44620	96801	ice Num
BL- Replacement 4 Units Fire Burnt- Invoice I BL- ADA & Standard- Weekly Service- Invo BL- ADA & Standard- Weekly Service- Inv D BL- ADA & Standard- Weekly Service- Invo Totals for JOHNNY ON THE SPOT, LLC:	Totals for Jason Friedkin: Water & Sewer - 25 Journal Sq - 3030830734 48913 Water & Sewer - 25 Journal Sq (F/L)- 303093 40000 Water & Sewer - 665 Ocean Avenue - 303063 40000 Water & Sewer - 36-44 Actna- 303022333400 Totals for JC MUNICIPAL UTILITIES AUTHORITY:	Dental Reimbursement - Self Totals for JAMES F WADDLETON: Dental Reimbursement	Legal Services- 92-94 Stegman Street Legal Services- 97-99 Stegman Street Legal Services- Bright & Varick UR, LLC Legal Services- Cara Squared, LLC/306 Berg Legal Services- 9 Myrtle Avenue MDW Legal Services- 454 Palisade Ave Legal Services- 37 Communipaw Ave Totals for GLUCK WALRATH LLP:	Overnight Deliveries Totals for FEDERAL EXPRESS: Legal Services- PSE&G Lighting Service Agr Legal Services- 248 Grove Street Legal Services- 201 New York Ave	Invoice Invoice Number Invoice Description ANCIAL SERVICES LLC Totals for ENVIRONIMENTAL REMEDIATION AND FINANCIAL SERVICES LLC: Totals for ENVIRONIMENTAL REMEDIATION AND FINANCIAL SERVICES LLC: Totals for EVENING 101 IRMAI ASSOCIATION:
\$2,455.95 \$353.23 \$2,517.35 \$353.23 \$5,679.76	\$1,370.00 \$318.51 \$1,631.71 \$395.02 \$1,617.64 \$3,962.88	\$280.00 \$280.00 \$1,370.00	\$82.50 \$412.50 \$70.00 \$1,760.15 \$55.00 \$467.50 \$70.00 \$3,582.75	\$310.31 \$310.31 \$280.00 \$27.60 \$357.50	\$600.00 \$600.00 \$154.87
\$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 \$0.00 \$0.00 \$0.00
\$2,455.95 \$353.23 \$2,517.35 \$353.23 \$5,679.76	\$1,370.00 \$318.51 \$1,631.71 \$395.02 \$1,617.64 \$3,962.88	\$280.00 \$280.00 \$1,370.00	\$82.50 \$412.50 \$70.00 \$1,760.15 \$55.00 \$467.50 \$70.00 \$3,582.75	\$310.31 \$310.31 \$280.00 \$27.60 \$357.50	Net Amount Due \$600.00 \$600.00 \$154.87

Nay's Cleaning Company LLC	MOISHE'S MOVING SYSTERMS MOISHE'S MOVING SYSTERMS		ML, INC.		METLIFE	METLIFE		MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON. SCOTLAND & BAU	MCMANIMON SCOTT AND & BATT	MCMANIMON SCOTTAND & BATT	MCMANIMONI SCOTT AND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAUMANN, LLC		LABRON COLLINS	LABRON COLLINS	LABRON COLLINS		KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLF	KINNEY LISOVICZ REILLY & WOLFF PC	Vendor Name
	10/20/2020		10/20/2020		10/20/2020 10/20/2020			J 10/20/2020	J 10/20/2020	_					10/20/2020						UMANN, LLC		10/20/2020	10/20/2020			LF 10/20/2020						LF 10/20/2020)LFF PC	Due Date
	9/29/2020		10/2/2020		9/29/2020 9/29/2020			9/28/2020	9/28/2020	9/28/2020	9/28/2020	9/28/2020	9/28/2020	9/28/2020	9/28/2020	0/28/2020	0/28/2020	9/28/2020	9/28/2020	9/28/2020			10/1/2020	9/1/2020			10/7/2020	10/7/2020	10/7/2020	9/3/2020	9/3/2020	9/3/2020	9/3/2020		Invoice Date
	November		11		11/13/20 11/27/20		Totals for MCM	175078	175077	175079	175075	175074	175073	175072	175071	175060	175067	175066	175064	175063			Reimbursement	Reimbursement		Totals for	18172	18170	18173	17677	17681	17679	17680		Invoice Number
idais idi midiorie o moving oto i ermo.	Storage at Day St - Rent	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 - Bayfront - BRP Development	Legal Services - Bayfront/Omni matter	Legal Services - 25 Christopher Columbus/PH	Legal Services- Commercial Street/ICMUA	Legal Services - NJCU Block 4	Legal Services - 311 Washington Condos	Legal Services - 360 9th St / 367 10th St	Legal Services - St. Lucy 8	Legal Services - 9/3 Garneld Avenue	Legal Services - Wallabout Realty	Legal Services - One Journal Square/Kushner I	Legal Services - 8 Aema	Legal Services- 405-407 Ocean Avenue		Totals for LABRON COLLINS:	Dental Reimbursement- October 2020	Dental Reimbursement-September 2020		Totals for KINNEY LISOVICZ REILLY & WOLFF PC:	Legal Services - JCRA v JC Capital Fund	Legal Services - JCRA v Crazy Greek	Legal Services - JCRA v Urban League	Legal Services - Employment Issues	Legal Services - JCRA v JC Capital Fund	Legal Services - Crystal Point Restaurant & B	Legal Services - General Representation		Invoice Description
\$/00.00	\$700.00	\$70,121.16	\$70,121.16	\$900.00	\$450.00 \$450.00		\$65,007.71	\$9,858.00	\$10,540.00	\$1,829.00	\$2,625.00	\$5,642.00	\$5,355,00	\$2,108.00	\$5,041.00 \$5,417.71	\$2,472.50	\$4,770.00	\$4,970.00	\$2,077.00	\$5,302.50		\$305.00	\$152.50	\$152.50		\$6,549.96	\$140.00	\$332.50	\$17.19	\$938.87	\$518.90	\$140.00	\$4,462.50		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
\$/00.00	\$700.00	\$70,121.16	\$70,121.16	\$900.00	\$450.00 \$450.00		\$65,007.71	\$9,858.00	\$10,540.00	\$1,829.00	\$2,625.00	\$5,642.00	\$5.355.00	\$2,108.00	\$2,041.00 \$5,417.71	\$2,472.50	\$4,770.00	\$4,970.00	\$2,077.00	\$5,302.50		\$305.00	\$152.50	\$152.50		\$6,549.96	\$140.00	\$332.50	\$17,19	\$938.87	\$518.90	\$140.00	\$4,462.50		Net Amount Due

Silagy Contracting, LLC.	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020				PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS 10/20/2020	PUBLIC SERVICE ELECTRIC & GAS		POSTNET 10/20/2020		PHILLIPS, PREISS GRYGIEL, LLC PHILLIPS, PREISS GRYGIEL, LLC 10/20/2020		Peter Waldor & Associates 10/20/2020	Peter Waldor & Associates 10/20/2020	Peter Waldor & Associates		Nay's Cleaning Company LLC 10/20/2020	Vendor Name Due Date								
20 9/18/2020 20 9/18/2020 20 9/18/2020 20 9/18/2020 20 9/18/2020 20 9/18/2020 20 9/18/2020		20 9/18/2020				20 9/18/2020	20 9/18/2020	20 9/18/2020	20 9/18/2020	20 9/18/2020	20 9/18/2020	20 9/18/2020	20 9/14/2020	20 9/17/2020	20 8/31/2020	20 9/17/2020	20 9/17/2020			20 10/9/2020		20 9/24/2020		20 10/5/2020	20 9/16/2020			20 10/11/2020	20 10/4/2020	20 9/27/2020	20 9/20/2020	20 9/13/2020	e Date
8398-1 8398-2 8398-3 8398-4 8398-6	Tota	72-729-978-18	72-729-977-02	72-729-976-05	72-729-975-08	72-729-974-00	72-729-972-06	72-729-971-09	72-729-980-08	72-729-965-01	72-357-632-05	72-357-631-08	42-497-031-18	75-202-754-18	70-456-636-09	70-455-651-00	70-451-417-18			October	7	31681		25573	25455			23	22	21	20	19	Invoice Number
Lawn Maintenance & Trash Removal- 185 Dw Lawn Maintenance & Trash Removal- 97-99 I Lawn Maintenance & Trash Removal- 92-94 S Lawn Maintenance & Trash Removal- 199 St Lawn Maintenance & Trash Removal- 204 St Lawn Maintenance & Trash Removal- 284 MI	Totals for PUBLIC SERVICE ELECTRIC & GAS:	Gas & Electric - 665 Ocean Avenue - Apt. 3D	Gas & Electric - 665 Ocean Avenue - Apt. 3C	Gas & Electric - 665 Ocean Avenue - Apt. 3B	Gas & Electric - 665 Ocean Avenue - Apt. 3A	Gas & Electric - 665 Ocean Avenue - Apt. 2D	Gas & Electric - 665 Ocean Avenue - Apt. 2B	Gas & Electric - 665 Ocean Avenue - Apt. 2A	Gas & Electric - 665 Ocean Avenue - Office B	Gas & Electric - 665 Ocean Avenue - HSE	Gas & Electric - 292 MLK Dr - Floor 2	Gas & Electric - 292 MLK Dr - Floor 1	Gas & Electric - 25 Journal Square	Gas & Electric - 1 Berry LN FLD HSE 2	Gas & Electric - 405 Ocean Av- Office	Gas & Electric - 405 Ocean Av- HSE	Gas & Electric - 407 Ocean Av- HSE		Totals for POSTNET:	Wide Format Prints (95)	Totals for PHILLIPS, PREISS GRYGIEL, LLC:	Relocation Assistance Services - 125 Monitor	Totals for Peter Waldor & Associates:	Property Insurance - 350 Washington St.	Property Insurance - 574 Communipaw Av		Totals for Nay's Cleaning Company LLC:	Cleaning & Supplies for 66 York Street	Invoice Description				
\$165.00 \$220.00 \$175.00 \$185.00 \$265.00 \$160.00	\$15,460.72	\$8.31	\$43.74	\$4.53	\$58.99	\$23.80	\$83.75	\$32.40	\$620.80	\$95.38	\$6.67	\$29.38	\$5,921.75	\$105.81	\$3,381.29	\$4,083.50	\$960.62		\$201.57	\$201.57	\$62.50	\$62,50	\$46,544.86	\$45,540.00	\$1,004.86		\$6,750.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	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	Discount Expires On
\$165.00 \$220.00 \$175.00 \$185.00 \$265.00 \$160.00	\$15,460.72	\$8.31	\$43.74	\$4.53	\$58.99	\$23.80	\$83.75	\$32.40	\$620.80	\$95.38	\$6.67	\$29.38	\$5,921.75	\$105.81	\$3,381.29	\$4,083.50	\$960.62		\$201.57	\$201.57	\$62.50	\$62.50	\$46,544.86	\$45,540.00	\$1,004.86		\$6,750.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	\$1,350.00	Net Amount Due

WORKZONE, LLC WORKZONE, LLC	Wielkotz & Company, LLC. Wielkotz & Company, LLC.		VICTORIA BONNERS VICTORIA BONNERS	UNITED WAY OF HUDSON COUNT	UNITED WAY OF HIDSON COUNTY	TWIN ROCKS SPRING WATER TWIN ROCKS SPRING WATER		TOSHIBA FINANCIAL SERVICES		STAPLES CREDIT PLAN	STAPLES CREDIT PLAN		Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silagy Contracting, LLC.	Silent 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.	Vendor Name
10/20/2020	10/20/2020		10/20/2020	T 10/20/2020	YTY	10/20/2020		10/20/2020		10/20/2020			10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	Due Date
9/30/2020	10/2/2020		10/1/2020	9/30/2020		10/2/2020		10/7/2020		9/20/2020			9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	9/18/2020	Invoice Date
37099	20-00085-00860		Reimbursement	September Tota		5715122		5012226828		9822109365			8398-24	8398-21	8398-20	8398-13	8398-12	8398-7	8402	8401	8398-19	8398-18	8398-17	8398-16	8398-15	8398-14	8398-11	8398-9	8398-8	Invoice Number
Workzone License & Hosting Fee- 10/24/202	CFO Services Rendered Totals for Wielkotz & Company, LLC.:	Totals for VICTORIA BONNERS:	Dental Reimbursement	Case/Property Mingt Services at 665 Ocean A Totals for UNITED WAY OF HUDSON COUNTY:	TOTALS FOR TWIN ROCKS SPRING WATER	H/C Water dispenser & 5 gallon spring water	Totals for TOSHIBA FINANCIAL SERVICES:	Payment for Copier Lease - October 2020	Totals for STAPLES CREDIT PLAN:	Miscellaneous Office Supplies- September 20		Totals for Silagy Contracting, LLC.:	Lawn Maintenance & Trash Removal- 1054-	Lawn Maintenance & Trash Removal- 34-36 (Lawn Maintenance & Trash Removal- 180 Ni	Lawn Maintenance & Trash Removal- 405-4	Lawn Maintenance & Trash Removal- 199 Wc	Lawn Maintenance & Trash Removal- 292 MI	Initial Lot Clean Up - 177-178 MLK Dr	Initial Lot Clean I'm - Johnston Av/ Monitor &	Lawn Maintenance & Irash Removal- 84 Sip.	Lawn Maintenance & Trash Removal- 80 Bay	Lawn Maintenance & Trash Removal- 550 Jo	Lawn Maintenance & Trash Removal- 91-93 F	Lawn Maintenance & Trash Removal- 556 Co	Lawn Maintenance & Trash Removal- 665 Oc	Lawn Maintenance & Trash Removal- 408-4	Lawn Maintenance & Trash Removal- 326-3	Lawn Maintenance & Trash Removal- 314 MI	Invoice Description
\$900.00	\$7,500.00 \$7,500.00	\$105.00	\$105.00	\$4,791.67 \$4,791.67	\$103.70	\$165.70	\$1,185.00	\$1,185.00	\$1,513.87	\$1,513.87		\$8,320.00	\$195.00	\$175.00	\$320.00	\$165.00	\$185.00	\$175.00	\$1,350.00	\$1 900 00	\$195.00	\$320.00	\$355.00	\$490.00	\$210.00	\$240.00	\$275.00	\$240.00	\$155.00	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	Potential Discount Discount Expires On
\$900.00	\$7,500.00 \$7,500.00	\$105.00	\$105.00	\$4,791.67 \$4,791.67	\$105.70	\$165.70	\$1,185.00	\$1,185.00	\$1,513.87	\$1,513.87		\$8,320.00	\$195.00	\$175.00	\$320.00	\$165.00	\$185.00	\$175.00	\$1,350.00	\$1 900 00	\$195.00	\$320.00	\$355.00	\$490.00	\$210.00	\$240.00	\$275.00	\$240.00	\$155.00	Net Amount Due

Page 7

\$3,875,115.87	\$0.00	\$3,875,115.87	GRAND TOTALS: \$3,875,115.87				
\$191.27	\$0.00	\$191.27	Totals for XEROX CORPORATION:				
\$191.27	\$0.00	\$191,27	Meter Usage / Printer	011634445	10/20/2020 9/29/2020 011634445	10/20/2020	XEROX CORPORATION
\$900.00	\$0.00	\$900.00	Totals for WORKZONE, LLC:				
Net Amount Due	Potential Discount Discount Expires On Net Amount Du	Invoice Balance	Invoice Number Invoice Description	Invoice Number	Invoice Date	Due Date	Vendor Name

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 these due dates: Today (10/20/2020) Include all Post Statuses

Include all post dates

Include all Invoices Include all Vendors Include these Banks: Provident Checking

Include all Invoice Attributes

Include all Vendor Attributes

Jersey City Redevelopment Agency Cash Requirements Report INVESTORS BANK

		SWA/Balsley Lanscape Architects SWA/Balsley Lanscape Architects SWA/Balsley Lanscape Architects		Stock Development Group, Inc. Stock Development Group, Inc. Stock Development Group, Inc.		POTOMAC-HUDSON ENVIRONMENTAL I POTOMAC-HUDSON ENVIRONMEN 10/20		Perkins Eastman Architects DPC	Perkins Eastman Architects DPC Perkins Eastman Architects DPC		MCMANIMON, SCOTLAND & BAU	MCMANIMON, SCOTLAND & BAUMANN, LLC		MATRIX DESIGN GROUP, INC MATRIX DESIGN GROUP, INC		CME ASSOCIATES	CME ASSOCIATES CME ASSOCIATES		BROWNFIELD REDEVELOPMENT S	BROWNFIELD REDEVELOPMENT SOLUTIONS	Vendor Name				
		2ts 10/20/2020 10/20/2020		10/20/2020 10/20/2020		MENTAL I EN 10/20/2020		10/20/2020	10/20/2020	10/20/2020	10/20/2020	10/20/2020	00/20/2020		U 10/20/2020	UMANN, LLC		10/20/2020		10/20/2020	10/20/2020		ΓS 10/20/2020	NT SOLUTIONS	Due Date
		9/23/2020 9/23/2020		9/16/2020 9/16/2020		10/8/2020		5/18/2020	8/10/2020	7/7/2020	6/4/2020	4/17/2020	3/11/2020		9/28/2020			9/21/2020		9/29/2020	9/17/2020		9/28/2020		Invoice Date
	7.	875 876		E-219 E-220	Totals for F	20.627.9	-1	77960.02.0-3	77960.02.0-6	77960.02.0-5	77960.02.0-4	77960.02.0-2	77960 02 0-1	Totals for MCM	175065			27473		267946	267079	Totals for BROW	4940		Invoice Number
GRAND TOTALS:	Totals for SWA/Balsley Lanscape Architects:	Professional Landscape/Architectural Svcs-Ba Professional Landscape/Architectural Svcs-Ba	Totals for Stock Development Group, Inc.:	Monthly Management Services - Bayfront Monthly Management Services - Bayfront	Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	Environmental Services - Bayfront I	Totals for Perkins Eastman Architects DPC:	Architectural Services - Bayfront Redevelopm	Architectural Services - Rayfront Redevelorm	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	Legal Services - Bayfront/Honeywell		Totals for MATRIX DESIGN GROUP, INC:	Bulkhead Engineering Consulting Services- B	Totals for CME ASSOCIATES:	Engineering Services - Bayfront Redevelopme	Engineering Services - Bayfront Redevelopme	Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	Bayfront Sustainability - Progress Report		Invoice Description				
\$596,687.31	\$150,000.00	\$12,500.00 \$137,500.00	\$12,250.00	\$6,000.00 \$6,250.00	\$9,028.35	\$9,028.35	\$367,669.71	\$51,478.35	\$36,426.68	\$50,718.00	\$81,986.00	\$46,765.35	\$100 205 33	\$8,417.50	\$8,417.50		\$15,695.00	\$15,695.00	\$17,113.00	\$6,069.00	\$11,044.00	\$16,513.75	\$16,513.75		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	\$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
\$596,687.31	\$150,000.00	\$12,500.00 \$137,500.00	\$12,250.00	\$6,000.00 \$6,250.00	\$9,028.35	\$9,028.35	\$367,669.71	\$51,478.35	\$36,426.68	\$50,718.00	\$81,986.00	\$46,765.35	\$ 100 295 33	\$8,417.50	\$8,417.50		\$15,695.00	\$15,695.00	\$17,113.00	\$6,069.00	\$11,044.00	\$16,513.75	\$16,513.75		Net Amount Due

INVESTORS BANK

Report name: Invoice Due Today-INVESTORS

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today Include all invoice dates

Include these due dates: Today (10/20/2020) Include all Post Statuses

Include all post dates

Include all Invoices

Include all Vendors

Include these Banks: Investors - Bayfront

Include all Invoice Attributes
Include all Vendor Attributes