

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR REMOTE
PUBLIC MEETING OF DECEMBER 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 January 19, 2021

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR REMOTE PUBLIC MEETING DECEMBER
15, 2021**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of December 15, 2020; and

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

2) contract negotiations

3) and personnel

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the minutes of the Executive Session of the Regular Meeting of December 15, 2020 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 January 19, 2021

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO REAUTHORIZED PROFESSIONAL SERVICES CONTRACT NO. 19-12-MPN18 WITH MATRIX NEW WORLD, ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, the City purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the “**Redevelopment Area**”), which Redevelopment Area is subject to the Bayfront I Redevelopment Plan; and

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

WHEREAS, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan, the Agency determined it was necessary to retain engineering services from an experienced and qualified firm to assist with the design of the Bayfront bulkhead (the “**Bulkhead Engineering Consulting Services**”); and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (“**LPCL**”) and as authorized by Resolution No. 19-12-6 the Agency and Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (“**Matrix**”) entered into that certain Professional Services Contract No. 19-12-MPN18 dated January 1, 2020 (the “**Contract**”) to perform Bulkhead Engineering Consulting Services for an amount not to exceed FIFTY THOUSAND Dollars (\$50,000) in accordance with its proposal dated November 26, 2019 (the “**Bulkhead Proposal**”); and

WHEREAS, on June 16, 2020 by Resolution No. 20-06-5, the Agency authorized a First Amendment to the Contract for a new term commencing on or about June 1, 2020 and expiring on May 31, 2021, which amended the Contract to include the preparation of a conceptual design and performance of related tasks for a future pedestrian bridge over Route 440, at or near the Bayfront site (the “**Pedestrian Bridge Concept Design Services**”) in connection with its proposal submitted in June 2020 (the “**Pedestrian Bridge Proposal**”), thereby increasing the previously authorized Contract amount by FIFTEEN THOUSAND Dollars for a total not to exceed amount of SIXTY-FIVE THOUSAND dollars (\$65,000) (the “**Contract**”); and

WHEREAS, subsequently, on August 18, 2020 by Resolution No. 20-08-1, the Agency qualified Matrix to provide engineering services for a qualification term of one year in accordance with the Agency's July 10, 2020 issuance of a Request for Qualifications for Engineering Services; and

WHEREAS, the Agency has determined it is necessary to have an experienced and qualified engineer to provide Phase 1 bulkhead construction oversight and regulatory assistance/shoreline stabilization planning and other related services, at or near the Bayfront site (the "**Bulkhead, Regulatory and Shoreline Support**", and together with the Bulkhead Engineering Consulting Services and Pedestrian Bridge Concept Design Services, the "**Engineering Services**"), and has obtained a proposal from Matrix for the Bulkhead, Regulatory and Shoreline Support for an amount not to exceed FIFTY-FIVE THOUSAND Dollars (\$55,000), to be performed in accordance with the proposal, attached hereto (the "**Bulkhead, Regulatory and Shoreline Proposal**", and together with the Bulkhead Proposal and Pedestrian Bridge Proposal, the "**Proposals**"); and

WHEREAS, the Agency wishes to enter into a Second Amendment to the Contract with Matrix to include the Bulkhead, Regulatory and Shoreline Support and the Bulkhead, Regulatory and Shoreline Proposal, and to amend the Reauthorized Contract amount which shall not exceed ONE HUNDRED TWENTY THOUSAND Dollars (\$120,000), payable in accordance with the cost breakdown in the Proposals (the "**Second Amendment**"); and

WHEREAS, in accordance with the LPCL, the Engineering Services are professional services exempt from public bidding; and

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

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

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

Section 2. The Board of Commissioners hereby authorize a Second Amendment to the Contract with Matrix to reflect the amended scope of the Engineering Services to include the Bulkhead Regulatory and Shoreline Support, together with the Bulkhead Engineering Consulting Services and Pedestrian Bridge Concept Design Services, and the increase of the Contract amount by Fifty-Five Thousand Dollars (\$55,000.00), for a new total amount not to exceed ONE HUNDRED TWENTY THOUSAND Dollars (\$120,000) payable in accordance with the rate schedules set forth in the Proposals.

Section 3. Except as authorized herein, all other terms and conditions of the Reauthorized Contract shall remain the same and in full force and effect.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the amended professional services agreement authorized herein and 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 January 19, 2021.


Diana H. Jeffrey, Secretary

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

Matrix New World Engineering, Land Surveying
and Landscape Architecture, PC
26 Columbia Turnpike
Florham Park, NJ 07932
973.240.1800 F: 973.240.1818
www.matrixnewworld.com WBE/DBE/SBE

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January 6, 2021

Via Email (marypat@jcnj.org)

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

Attn: Mary Pat Noonan

**RE: PROFESSIONAL SERVICES PROPOSAL
SHORELINE STABILIZATION & REGULATORY SUPPORT
BAYFRONT REDEVELOPMENT PROJECT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY**

Dear Ms. Noonan:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to submit this proposal to support development activities associated with the Bayfront Redevelopment Project. Our proposed scope and associated fees are itemized below.

SCOPE OF SERVICES

ITEM 1: Phase 1 Bulkhead Construction Oversight

Matrix will continue to serve as the JCRA's "Owner Representative" for oversight of bulkhead construction associated with Honeywell's remediation activities. To date, Matrix has conducted design review, construction inspections, shop drawing review and bulkhead certifications. The work is ongoing, and Matrix will continue its Owner's Representative tasks until final completion and closeout. Additional tasks anticipated to occur during this period include the following:

- Bulkhead concrete cap design
- Final inspection and punch list development
- Punchlist inspection
- Final inspection
- Engineer's certification.

Final closeout of the work is not anticipated to occur until April 2021 due to weather restrictions associated with certain punch list items. Matrix will bill the Client on a time and expense basis per our previously approved rate structure.

TIME AND EXPENSE BUDGET : \$15,000.00

ITEM 2: Regulatory Assistance and Shoreline Stabilization Planning

The proposed Bayfront Project requires substantial waterfront improvements, including bulkheading, living shorelines, rock revetments and waterfront promenades. Matrix proposes to support the JCRA's planning efforts

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for this work, providing engineering, regulatory, cost-estimating and construction scheduling expertise to the Project Team. Matrix proposes to perform this work at the direction of the JCRA project manager on a task basis, and to bill the work on a time and expense basis for our previously approved rate schedule.

TIME AND EXPENSE BUDGET : \$40,000.00

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All reimbursable expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services. A current Fee Schedule is also attached.

This proposal is submitted solely and exclusively for the use of the JCRA for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope or fees as indicated at (908) 229-6303 or via email to araichle@matrixnewworld.com.

Sincerely,



Digitally signed by
Andrew Raichle
Date: 2021.01.12 14:50:10
-05'00'

Andrew Raichle, P.E.
Vice President

AWR

Enclosures: Matrix Terms and Conditions & Fee Schedule

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ACCEPTED BY

NAME:

Signature

Print Name

TITLE:

COMPANY:

DATE:

The above signed represents that they have read and understand the attached Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Terms and Conditions.

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

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2018 FEE SCHEDULE	
TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$225.00
Senior Technical Director	\$195.00
Senior Project Manager	\$185.00
Technical Director	\$175.00
Senior Technical Manager	\$165.00
Project Manager	\$155.00
Senior Project Professional	\$150.00
Project Professional	\$145.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$125.00
One-Man Robotic Crew	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$100.00
Senior Data/Field Specialist	\$95.00
Second Survey Crew Member	\$95.00
Data/Field Specialist	\$85.00
Senior Technical Assistant	\$80.00
Technical Assistant	\$75.00
Junior Technical Assistant	\$70.00
Junior Data/Field Technician	\$65.00
Data Entry Specialist	\$55.00
2018 REIMBURSABLE EXPENSES	
ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RAFA REALTY, LLC AS THE REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 9802, LOT 35.01, COMMONLY KNOWN AS 387 EIGHTH STREET, LOCATED WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2

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, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of rehabilitation commonly known as the Brunswick Triangle Rehabilitation Area 2 (the “**Rehabilitation Area**”) and adopted a redevelopment plan for the Rehabilitation Area entitled the “Enos Jones Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, RAFA Realty, LLC (the “**Redeveloper**”) proposes to redevelop certain property identified on the City’s tax maps as Block 9802, Lot 35.01, commonly known as 387 Eighth Street (the “**Property**”), located within the Rehabilitation Area and governed by the Redevelopment Plan; and

WHEREAS, on August 21, 2018, by Resolution No. 18-08-07, the Agency conditionally designated the Redeveloper as redeveloper of the Property, which designation was extended and then expired and, thereafter, was reinstated by Resolution No. 20-07-4 and further extended to allow time for the Agency and the Redeveloper to enter into a redevelopment agreement for the redevelopment of the Property; and

WHEREAS, the Redeveloper proposes to construct on the Property an eight (8) story mixed-use building consisting of seventy-five (75) residential units, approximately 4,449 square feet of commercial space, and a garage containing ninety-four (94) parking spaces (collectively, the “**Project**”); and

WHEREAS, the Project will generate substantial community benefits, including a contribution of \$420,000 toward improvements to neighboring Enos Jones Park; and

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

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

Section 1. The recitals hereto are 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 the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

Section 3. This Resolution shall take effect immediately.

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 January 19, 2021.


Diana H. Jeffrey, Secretary

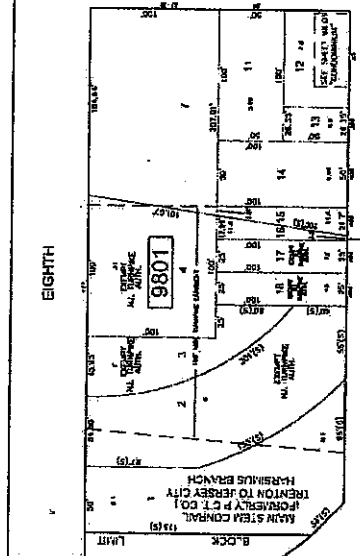
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS			
DATE	BY	DESCRIPTION	LOT
10/21/10	CHARLES A. ANDERSON	100001 BLOCK	101
07/20/17	LOI DAY	3002	20
02/21/12	LOI DAY	3002	3-17

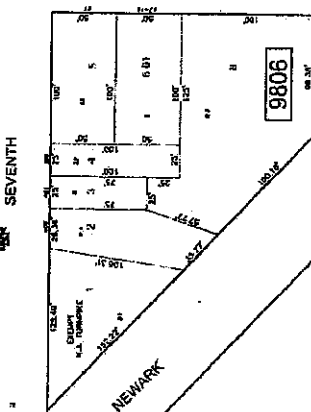
SEE SHEET 84

SEE SHEET 85

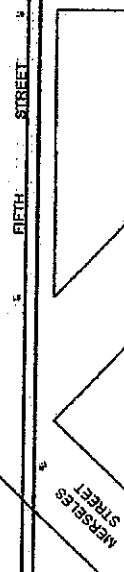
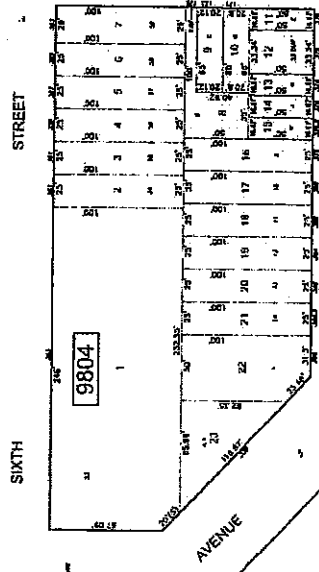
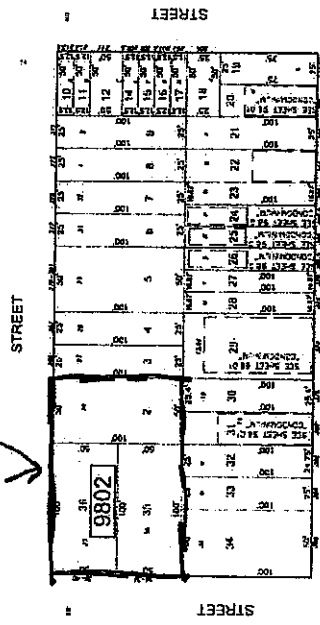
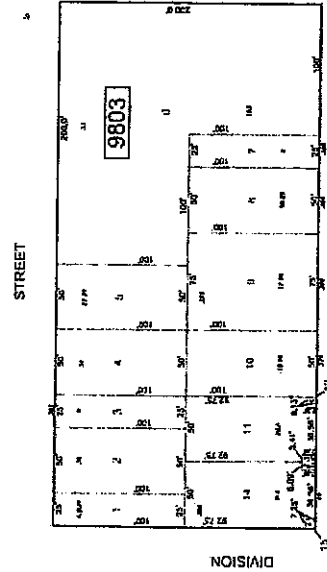
Site



SEE SHEET 84



SEE SHEET 109



SEE SHEET 109

SEE SHEET 99

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 400 7TH STREET, LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 9801, LOTS 14 AND 15, COMMONLY KNOWN AS 400-402 7TH STREET WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2

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, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of rehabilitation commonly known as the Brunswick Triangle Rehabilitation Area 2 (the “**Rehabilitation Area**”) and adopted a redevelopment plan for the Rehabilitation Area entitled the “Enos Jones Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, 400 7th Street, LLC (the “**Redeveloper**”) proposes to redevelop certain properties identified on the City’s tax maps as Block 9801, Lots 14 and 15, also known as 400-402 7th Street (collectively, the “**Property**”) located within the Rehabilitation Area and governed by the Redevelopment Plan; and

WHEREAS, on August 21, 2018, the Agency adopted Resolution No. 18-08-06 conditionally designating the Redeveloper as redeveloper of the Property, which designation was extended and then expired and, thereafter, was reinstated by Resolution No. 20-07-5 and further extended to allow time for the Agency and the Redeveloper to enter into a redevelopment agreement for the redevelopment of the Property; and

WHEREAS, the Redeveloper proposes to construct on the Property an eight (8) story multi-family residential building consisting of sixty-two (62) residential units and certain on-site and off-site improvements (collectively, the “**Project**”); and

WHEREAS, the Project will generate substantial community benefits, including a contribution of \$840,000 toward improvements to neighboring Enos Jones Park; and

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


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

Section 1. The recitals hereto are 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 the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

Section 3. This Resolution shall take effect immediately.

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 January 19, 2021.


Diana H. Jeffrey, Secretary

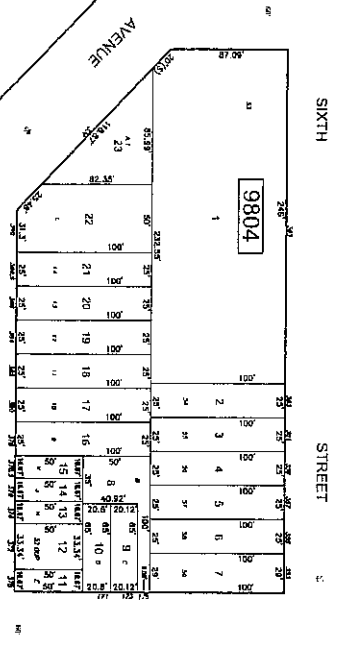
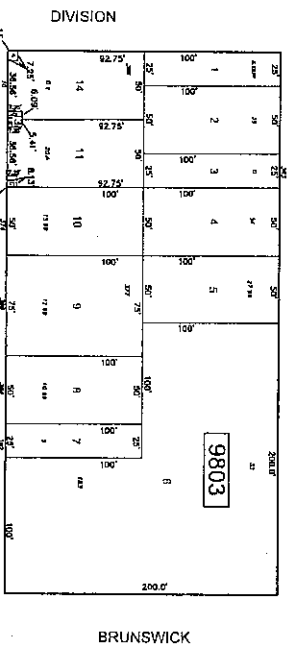
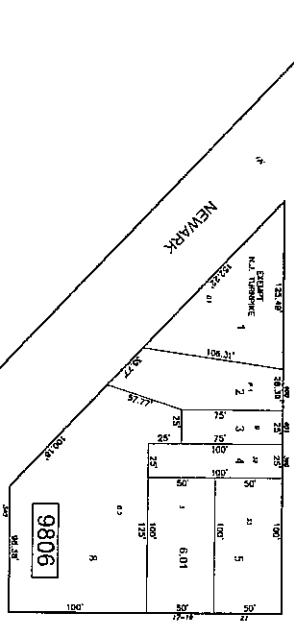
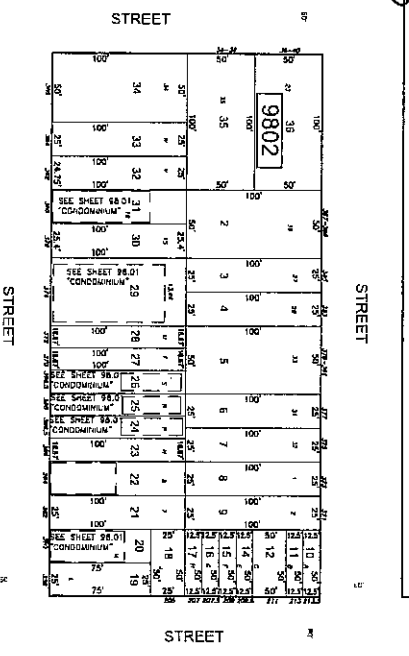
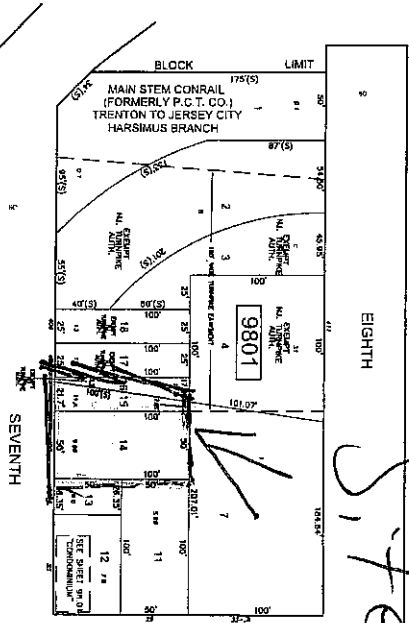
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

REVISIONS				
DATE	BY	FILE NO.	BLOCK	LOT
10/2/2011	CHARLES A. ANDERSON	14884	9802	38
03/20/2017	ED. CAY	14842	9801	1, 12

SEE SHEET 84

SEE SHEET 85

Site



SEE SHEET 109

SEE SHEET 84

SEE SHEET 109

SEE SHEET 99

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 21-01-MPN1 WITH POTOMAC-HUDSON
ENVIRONMENTAL, INC. FOR ENVIRONMENTAL SERVICES WITH
RESPECT TO PROPERTY LOCATED AT BLOCK 26102 WITHIN THE
DROYERS POINT REDEVELOPMENT AREA**

WHEREAS, the City of Jersey City (the "**City**") has designated that certain area known as the Droyers Point 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 Droyers Point Redevelopment Plan (as amended and supplemented from time to time, the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Jersey City Redevelopment Agency (the "**Agency**") from time to time requires the services of firms to provide environmental engineering services in connection with projects throughout the City; and

WHEREAS, on August 18, 2020, by Resolution No. 20-08-2, the Agency qualified several firms, including Potomac Hudson Environmental, Inc. ("**PHE**"), to perform professional environmental services, subject to the subsequent award of a contract; and

WHEREAS, the Agency owns that certain property identified as Block 26102, Lot 21 on the official tax map of the City, known as the Combined Sewer Overflow Parcel (the "**Droyers Point Property**"), which was the subject of the environmental clean-up performed under the oversight of the New Jersey Department of Environmental Protection pursuant to the No Further Action Letter issued by NJDEP on July 30, 2010; and

WHEREAS, it is the responsibility of the Agency to maintain the engineering controls at the Droyers Point Property, including performing and completing post-construction biennial cap monitoring and Remedial Action Permit services (the "**Environmental Services**"); and

WHEREAS, on December 14, 2020, PHE submitted a proposal, a copy of which is on file with the Agency (the "**Proposal**"), to perform the Environmental Services on the Droyers Point Property; and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), the Agency desires to award a contract to PHE to perform the Environmental Services on the Droyers Point Property as outlined in the Proposal for an amount not to exceed Two Thousand Dollars (\$2,000.00), which shall be payable in accordance with the rates set forth in the Proposal; and

WHEREAS, pursuant to the LPCL, the Environmental Services are professional services exempt from public bidding; and

WHEREAS, the Agency hereby certifies that funds are available for the cost of the Environmental Services; and

WHEREAS, in accordance with the LPCL, notice of the award of the professional services contract shall be published in a newspaper of general circulation,

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 professional services contract No. 21-01-MPN1 with PHE to perform the Environmental Services for an amount not to exceed Two Thousand Dollars (\$2,000.00), payable in accordance with the rate schedule set forth in the Proposal for a term expiring within twelve (12) months of the effective date of the contract or upon completion of the Environmental Services, whichever is earlier, all subject to 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 contract 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. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. This Resolution shall take effect immediately.

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 January 19, 2021.


Diana H. Jeffrey, Secretary

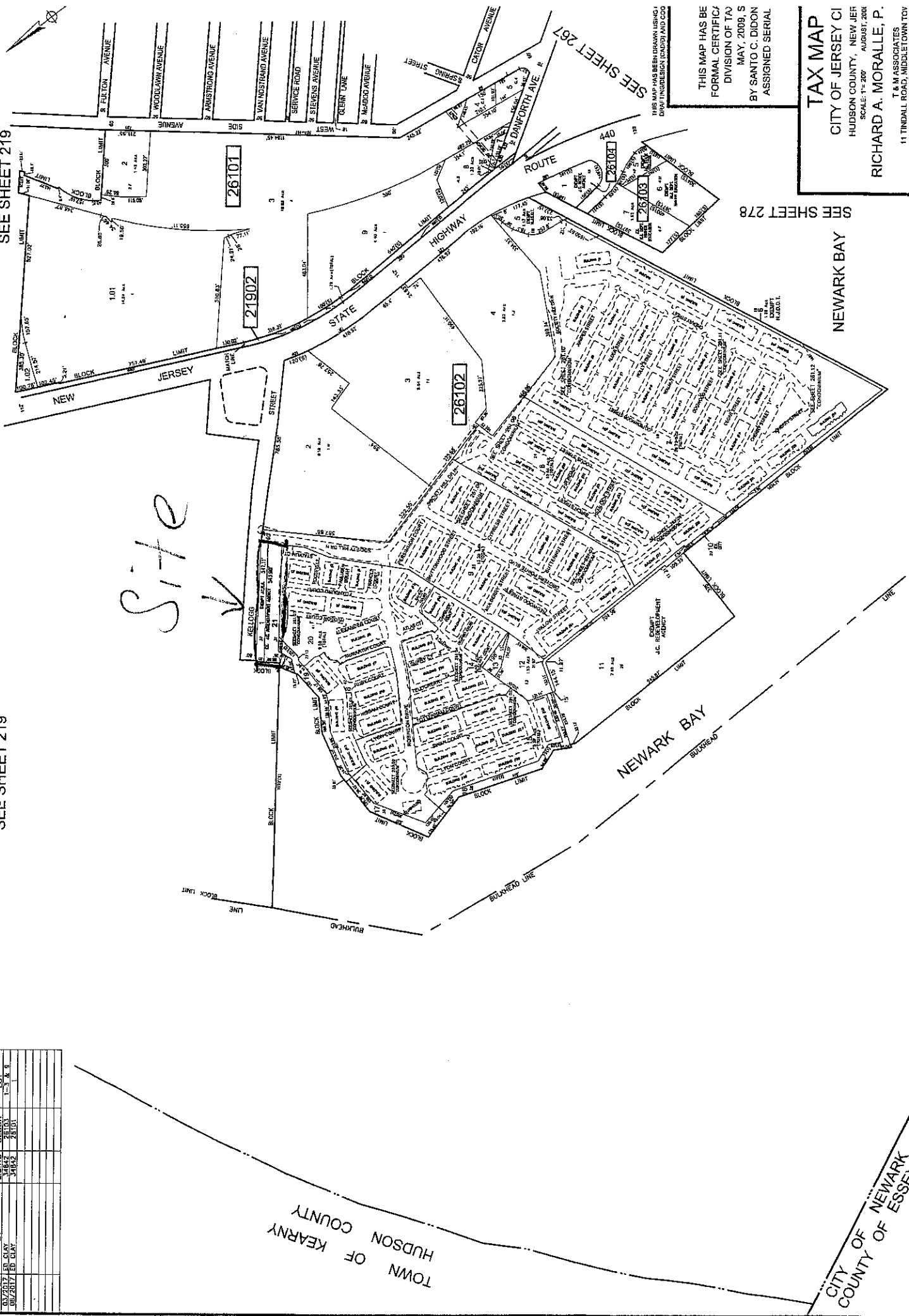
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

DATE	BY	REVISIONS	LIC. NO.	BLOCK	LOT
08/20/2007	ED. CLAY		34842	26103	1-3 & 5
			34842	26101	

SEE SHEET 219

SEE SHEET 219

Site
↓



THIS MAP HAS BEEN DRAWN USING 1
DAYTIME SURVEY DATA AND CO
MAY, 2008, S
BY SANTO C. DIDON
ASSIGNED SERIAL

TAX MAP
CITY OF JERSEY CI
HUDSON COUNTY, NEW JER
SCALE: 1"=200' AUGUST, 2008
RICHARD A. MORALLE, P.
T.A.M. ASSOCIATES
11 TINDALL ROAD, SUITE 100
NEW JERSEY 07102

SEE SHEET 278

NEWARK BAY

TOWN OF KEARNY
HUDSON COUNTY

CITY OF NEWARK
COUNTY OF ESSEX



POTOMAC-HUDSON ENVIRONMENTAL, INC.

December 14, 2020

Mary Pat Noonan
Jersey City Redevelopment Agency
66 York Street – 2nd Floor
Jersey City, New Jersey 07302-3821

Re: Proposal for Environmental Services
Post Construction Biennial Cap Monitoring and Remedial Action Permit - Soil
Kellogg Street – Combined Sewer Outfall (CSL), Jersey City, New Jersey
PI# G000008896

Dear Mary Pat:

Potomac-Hudson Environmental, Inc. (PHEnv) is pleased to provide this proposal for environmental services related to the Kellogg Street – Combined Sewer Outfall (CSO) property located on Block 26102, Lot 21 in Jersey City, New Jersey. The property consists of a 65-foot strip of land 35 feet west of Kellogg Street and covers a Combined Sewer Overflow. A Remedial Action Permit for Soils (RAP #140001) dated October 15, 2014 is in place for the property due to soil contaminants that remain on the Site underneath a capillary break and liner system and site-wide soil cap. A No Further Action Letter with Requirements for Biennial Certifications was issued by the New Jersey Department of Environmental Protection (NJDEP) on July 30, 2010. A biennial certification was last submitted to NJDEP in July 2018. The next scheduled Biennial Certification was due for submittal to NJDEP on July 30, 2020.

SCOPE OF WORK

PHEnv provides this proposal to assist the Jersey City Redevelopment Agency (JCRA) in complying with the Biennial Certification and requirements related to the Deed Notice as well as conduct visual inspections of the Site and maintain appropriate documentation. The work will be conducted in accordance with the Inspection and Maintenance Plan (IMP) for the Site.

NJDEP requires Engineering Controls (the “cap” in this instance) be inspected and a Biennial Certification be prepared and submitted every 2 years from the date of the Remedial Action Permit. The Biennial Certifications are required to be submitted by a Licensed Site Remediation Professional (LSRP). Dave Beeman of PHEnv is currently the LSRP of record for the Site. PHEnv proposes to inspect the property annually in accordance with the IMP and prepare the Biennial Certification documentation. The Routine Inspection /Maintenance Record Log provided in the IMP will be completed. If breaches in the cap are discovered during the site inspection, then PHEnv will notify JCRA immediately in order to arrange for repair of the cap. If no breaches are noted, then PHEnv will prepare the required Biennial Certification for submission to NJDEP. The Remedial Action Protectiveness/Biennial Certification for Soil Form will be completed. There is no submission fee for a Biennial Certification for a Remedial Action

Scientists • Planners • Engineers

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08879 • Phone: 732-525-3100 • Fax: 732-525-9254
P.O. Box 1206, 136 W. 16th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-645-4634
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0990 • Fax: 201-413-0960

Permit for Soil. Biennial Certification submittals are covered by the Annual Permit Fee and permittees are mailed invoices annually on the date when the permit became effective.

PHEnv has assumed in the cost estimate that two annual inspections will be conducted. The first inspection was conducted in one year and the second will be conducted immediately to comply with the annual inspection requirement in the IMP. The Biennial Certification will be prepared and submitted to NJDEP. This proposal does not provide a cost to complete a Biennial Certification beyond this next scheduled one; but a cost estimate can be provided to complete that task if requested.

SCHEDULE

PHEnv will schedule the scope of work promptly upon receiving written authorization from JCRA. The Site inspection will be conducted and the Reporting Form will be completed. If no issues are identified, the Biennial Certification will be prepared and submitted to NJDEP as soon as possible.

COST ESTIMATE

PHEnv will conduct the work on a time and expense basis in accordance with our standard fee schedule (attached). All invoices are due and payable within 30 days of the invoice date. The cost estimate to perform the scope of work described above is as follows:

1. Conduct Site Inspection and Complete Biennial Certification (assumes two annual inspections conducted in 2019 and 2020)	\$ 1,500
2. Project Management	<u>\$ 500</u>
Total	\$ 2,000

Please note that if there are breaches in the cap that require repair, PHEnv will provide JCRA with a separate cost estimate to monitor the cap repair, make the required notification to NJDEP and prepare a cap disturbance report for the repair.

LIMITATIONS

The Client is responsible for obtaining access to the property for PHEnv to complete the Site inspection.

In the event that potential site impacts are identified, additional work may be required and the total project cost would require adjustment. Any additional costs not specified herein would be addressed through a supplemental cost estimate.

This proposal is valid for 60 days from the date issued. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the proposal at any time by providing written notification to the Client.



We are very pleased to have this opportunity to propose our services to you. Should you have any questions regarding the foregoing, please call me at 732-525-3100. Should you find the terms of this proposal acceptable, please indicate your acceptance by signing below and returning a signed copy.

Sincerely,

Potomac-Hudson Environmental, Inc.

Karen Egnot-Phillips

Karen Egnot-Phillips

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

Signature

Date

Name (Printed)

Client



POTOMAC-HUDSON ENVIRONMENTAL, INC.

FEE SCHEDULE
Effective January 2019

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal/Expert Testimony	\$200
Director	\$175
Licensed Site Remediation Professional	\$170
Senior Project Manager	\$165
Project Manager	\$160
Senior Environmental Scientist/Engineer 3	\$150
Senior Environmental Scientist/Engineer 2	\$140
Senior Environmental Scientist/Engineer 1	\$135
Environmental Scientist/Engineer 2	\$125
Environmental Scientist/Engineer 1	\$115
Junior Environmental Scientist/Engineer 2	\$105
Junior Environmental Scientist/Engineer 1	\$ 95
Technician	\$ 90
Draftsperson	\$ 75

SUBCONTRACTOR AND DIRECT COSTS

Subcontractor services and the costs associated with the purchase or rental of parts or specialized equipment will be billed at cost plus 15 percent. All direct charges (e.g., rental vehicles and equipment, meals, air/rail travel and lodging) and outside delivery and reproduction costs will be billed at cost plus 15 percent.

TRAVEL AND EQUIPMENT

Charges for company owned equipment and expendable supplies will be billed according to Potomac-Hudson Environmental, Inc.'s schedule of charges for equipment and supplies. Where applicable, the use of personal vehicles for travel will be charged at the current federal rate.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF OWNERSHIP INTERESTS IN AQ LIBERTY LLC IN CONNECTION WITH THE REFINANCING OF CERTAIN REDEVELOPMENT PROJECTS UNDERTAKEN BY JOHNSTON VIEW OWNER URBAN RENEWAL COMPANY, LLC, AETNA MONMOUTH URBAN RENEWAL LLC AND 8 AETNA LLC ON PROPERTIES FORMERLY KNOWN AS BLOCK 15801, LOTS 3.01, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79 AND 80 LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

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

WHEREAS, in accordance with the Redevelopment Law, on January 23, 2018, the Agency and Johnston View Urban Renewal Company LLC (“**Johnston View**”) entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 73, 74, 75, 76, 77, 79 and 80 (as amended, the “**Johnston View RDA**”); and

WHEREAS, in accordance with the Redevelopment Law, on August 16, 2019, the Agency and Aetna Monmouth Urban Renewal LLC (“**Aetna Monmouth**”) entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 3.01, 78 and a portion of Lot 66 (as amended, the “**Aetna Monmouth RDA**”); and

WHEREAS, in accordance with the Redevelopment Law, on December 18, 2019, the Agency and 8 Aetna LLC (“**8 Aetna**”; together with Johnston View and Aetna Monmouth, the “**Redeveloper**”) entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 67, 68, 69, 70 and a portion of Lot 66 (the “**8 Aetna RDA**”); and

WHEREAS, AQ Liberty LLC, a Delaware limited liability company (the “**Parent Company**”), which Parent Company is owned by Andrew S. Penson, its managing

member ("**Penson**") and Jay Eisenstadt ("**Eisenstadt**"), is the direct owner and sole member of Johnston View, Aetna Monmouth and 8 Aetna; and

WHEREAS, the Redeveloper submitted a request, a copy of which is on file with the Agency, to revise the development financing structure of Redeveloper resulting in a full transfer of Penson and Eisenstadt's membership interests (the "**Transfer**") in Johnston View, Aetna Monmouth and 8 Aetna to SY Culver City Portfolio, L.P., a subsidiary of H&R REIT (U.S.) Holdings Inc. (the "**REIT**"); and

WHEREAS, to effectuate such transaction, Penson and the REIT have agreed to enter into an Asset Management Agreement (the "**Asset Management Agreement**") pursuant to which Penson shall retain managerial and operational control of the Redeveloper; and

WHEREAS, the Asset Management Agreement will name the Agency as a third-party beneficiary and will provide the Agency with certain approval rights, such that Penson shall not be removed from his role as managing member of the Redeveloper with operational and managerial control without the Agency's consent which shall not be unreasonably withheld, denied or delayed; and

WHEREAS, the Redeveloper submitted a certification, a copy of which is on file with the Agency, that no capital will be withdrawn from the projects as a result of the Transfer; and

WHEREAS, the Johnston View RDA, the Aetna Monmouth RDA and the 8 Aetna RDA each provide that certain transfers of interests in the Redevelopment Agreement, the redevelopment project and/or the Redeveloper are subject to the approval of the Agency,

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

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

Section 2. The Agency hereby consents to the Transfer as described in the Redeveloper's request, as a permitted transfer, subject to the following terms and conditions:

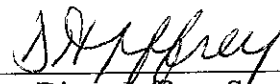
- (a) The Redeveloper shall comply with all the terms, conditions and requirements of the Johnston View RDA, the Aetna Monmouth RDA, the 8 Aetna RDA and Jersey City Ordinance No. 09-096, including submission of all required disclosures and certificates.
- (b) The direct ownership of the Redeveloper shall remain unchanged and each Redeveloper shall remain obligated under the applicable redevelopment agreement.

- (c) The direct ownership of the properties shall remain unchanged, except that transfers of the properties by and between the Agency and/or the City and/or each of the Redeveloper entities contemplated under the Johnston View RDA, Aetna Monmouth RDA and 8 Aetna RDA shall be permitted.
- (d) Pension and the REIT shall enter into the Asset Management Agreement, which agreement shall name the Agency as a third-party beneficiary and shall provide the Agency with consent and approval rights, which shall not be unreasonably withheld, denied or delayed, with respect to the removal of Pension from the role of managing member with operational and managerial control of the Redeveloper.
- (e) Upon effectuation of the transfer, the Redeveloper shall notify the Agency in writing that the transfer has been effectuated.
- (f) Any and all sums, fees, escrow deposits, costs and/or expenses due and owing the Agency shall be paid by the respective party owing such amount(s).

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 subject to the review and approval of the Agency's General Counsel.

Section 4. 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 January 19, 2021.



Diana Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
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, pursuant to the Redevelopment Law, the City designated that certain area known as the Jackson Hill Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment; and

WHEREAS, pursuant to the Redevelopment Law, the City 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. 20-10-08 adopted on October 20, 2020; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until July 31, 2021 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 July 31, 2021 to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of January 19, 2021.


Diana H. Jeffrey, Secretary

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

[illegible]

SEE SHEET 240

2 DR. MARTIN LUTHER KING 2 DRIVE

Site

STEGMAN

WEGMAN

VAN CLEEF STREET

PARKWAY

STREET



**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING RIGHT OF ENTRY AGREEMENT WITH
TAG DEVELOPMENT LLC FOR BLOCK 22605, LOT 1
COMMONLY KNOWN AS 336-340 MARTIN LUTHER
KING JR. DRIVE WITHIN THE JACKSON HILL
REDEVELOPMENT AREA**

WHEREAS, pursuant to the Local Housing and Redevelopment Law, 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, including the management of JCRA property; and

WHEREAS, the JCRA is the owner of certain property within the Jackson Hill Redevelopment Plan area identified on the city's official tax map as Block 22605, Lot 1, commonly known as 336-340 Martin Luther King, Jr. Drive (the "**Property**"); and


WHEREAS, TAG Development LLC ("**TAG**") has been designated redeveloper of the Property subject to the execution of a Redevelopment Agreement with the JCRA; and

WHEREAS, TAG has requested a right of immediate entry upon and across the Property for its employees, contractors, subcontractors, agents and assigns to conduct a geotechnical study and a Phase 1 environmental investigation (the "**Due Diligence**").

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 Right of Entry Agreement, which shall be effective from the date of authorization by the JCRA's Board of Commissioners until February 24, 2021, with one thirty (30) day administrative extension being authorized within the Executive Director's sole discretion.
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 January 19, 2021.



Diana H. Jeffrey, Secretary

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

**RIGHT OF ENTRY AGREEMENT FROM THE JERSEY CITY
REDEVELOPMENT AGENCY TO TAG DEVELOPMENT LLC**

**BLOCK 22605, LOT 1
336-340 MARTIN LUTHER KING, JR. DRIVE
JERSEY CITY, NEW JERSEY**

WHEREAS, pursuant to the Local Housing and Redevelopment Law, 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, including the management of JCRA property; and

WHEREAS, the JCRA is the owner of certain property within the Jackson Hill Redevelopment Plan area identified on the City's official tax map as Block 22605, Lot 1, commonly known as 336-340 Martin Luther King, Jr. Drive (the "**Property**"); and

WHEREAS, TAG Development LLC ("**TAG**") has been designated redeveloper of the Property subject to its entry of a Redevelopment Agreement with the JCRA; and

WHEREAS, TAG has requested a right of immediate entry upon and across the Property for its employees, contractors, subcontractors, agents and assigns to conduct a geotechnical study and a Phase 1 environmental investigation (the "**Due Diligence**").

NOW, THEREFORE, in consideration of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, the JCRA does hereby give, grant, convey and assign unto TAG, its authorized employees, contractors, subcontractors, agents and assigns, a right of immediate entry upon and across the Property identified above for the sole purposes cited above, subject to the following terms and conditions:

1. The duration of this Right of Entry to the Property shall extend from the date of authorization by the JCRA's Board of Commissioners until February 24, 2021.
2. The Right of Entry may be extended for one additional thirty (30) day period upon the request of TAG, which may be granted administratively at the sole discretion of the JCRA without any further action by the JCRA's Board of Commissioners.
3. TAG will provide Phil Orphanidis, Real Estate Manager at the JCRA, who can be reached at: 201-761-0819 with forty eight (48) hours advance notice prior to the initial Property entry.
4. TAG, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals or mark outs necessary, if any, for its Due Diligence. TAG shall provide JCRA with copies of any applications filed, and it shall provide JCRA with any other information related to those applications, permits or approvals that JCRA reasonably requests.

5. After its Due Diligence is performed and after any subsequent disturbance of said lands, TAG shall, at its own cost and expense, restore the Property as nearly as possible to the condition it was immediately prior to the commencement of its Due Diligence, as to disturbances caused by TAG's work.
6. It is understood that this Right of Entry Agreement will be at TAG's sole risk, and TAG will indemnify and hold JCRA harmless from all losses, claims, liabilities, damages, obligations, payments, costs and expenses, including reasonable attorney's fees, directly caused by or arising out of this Agreement and the entry granted herein. A Certificate of Insurance in a form acceptable to the JCRA for a minimum amount of \$2 million has been provided to the JCRA as set forth in **Exhibit A**.
7. Nothing contained herein shall be deemed to indemnify any party hereto against its own negligence and willful misconduct. TAG shall have no obligation to defend, indemnify and hold harmless, JCRA from any claims, costs and expenses, including reasonable attorney's fees, arising from or related to any past, present or future pollution of air, water, land and/or groundwater on or off the Property not resulting from or related to TAG's Due Diligence.
8. The JCRA shall be entitled to copies of any and all reports, data and findings generated from TAG's Due Diligence on the Property.
9. The terms and conditions of this Right of Entry Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[Signatures On Next Page]

TAG DEVELOPMENT LLC

**JERSEY CITY
REDEVELOPMENT AGENCY**

Date:
220075372v1

Date:

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

WHEREAS, pursuant to the Redevelopment Law, the City 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 subsequently extended, including most recently by Resolution No. 20-10-9 adopted on October 20, 2020; and

WHEREAS, the Executive Director desires to extend Redeveloper’s designation as redeveloper of the Property until July 31, 2021 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:

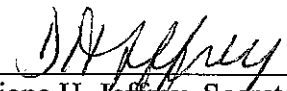
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until July 31, 2021 to allow the Agency and Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

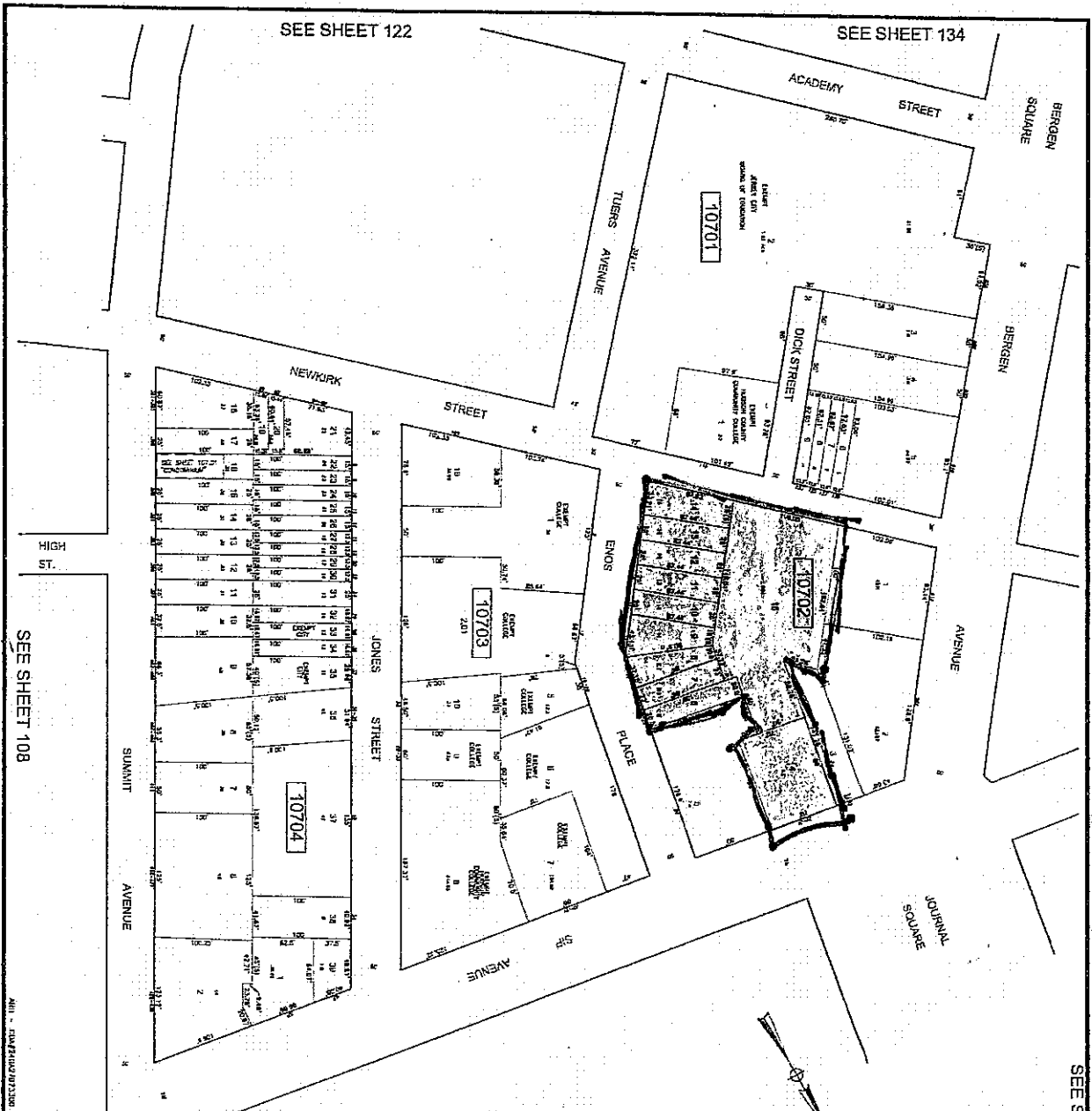
Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 January 19, 2021.


Diana H. Jeffrey, Secretary

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



SEE SHEET 121

REVISIONS	
DATE	BY
10/10/01	10/10/01
10/10/01	10/10/01
10/10/01	10/10/01
10/10/01	10/10/01
10/10/01	10/10/01
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10/10/01	10/10/01
10/10/01	10/10/01
10/10/01	10/10/01
10/10/01	10/10/01

THIS MAP HAS BEEN GIVEN A
 FORMAL CERTIFICATION BY THE
 DIVISION OF TAXATION ON
 MAY, 2008, SIGNED
 BY SAUTO C. DIDONATO, CTA AND
 ASSIGNED SERIAL NUMBER 008

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1"=60'
 AUDITOR: JIM
 RICHARD A. MORALE, P.E., P.L.S.
 T & M ASSOCIATES, INC.
 11 THIRDAVE, NEW JERSEY, 07310
 201-761-1234

SEE SHEET 95

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 500
SUMMIT AVENUE MAZAL LLC AS THE REDEVELOPER OF
PROPERTY IDENTIFIED AS BLOCK 9604, LOTS 11, 12 AND 13,
BLOCK 9605, LOTS 2.01, 3 AND 4, AND BLOCK 10803, LOTS 27.01
AND 27.02 COMMONLY KNOWN BY STREET ADDRESS 500
SUMMIT AVENUE 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**") pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 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 area designated by the City as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, 500 Summit Avenue Mazal LLC (the "**Redeveloper**") proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 9604, Lots 11, 12 and 13, Block 9605, Lots 2.01, 3 and 4, and Block 10803, Lots 27.01 and 27.02, commonly known as 500 Summit Avenue (collectively, the "**Property**") in accordance with the Redevelopment Plan; and

WHEREAS, the Redeveloper proposes to develop, finance and construct a 42-story, 902-unit residential tower including parking and amenities; an approximately 0.8-acre municipal park which will be rededicated to the City; an approximately 8,500 square foot new community center; and a dedicated parking component with 40 parking spaces for the community center and park (the "**Project**"); and

WHEREAS, 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.

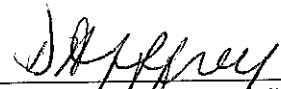
Section 3. 500 Summit Avenue Mazal LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on July 31, 2021, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.

Section 4. If, by July 31, 2021, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of 500 Summit Avenue Mazal 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 January 19, 2021.



Diana H. Jeffrey, Secretary

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 417
COMMUNIPAW OZ LLC AS THE REDEVELOPER OF
PROPERTY IDENTIFIED AS BLOCK 18901, LOTS 23 AND 29,
COMMONLY KNOWN AS 417 COMMUNIPAW AVENUE AND
139 WOODWARD STREET, WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA**

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

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Morris Canal 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 area designated by the City as the Morris Canal Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, 417 Communipaw OZ LLC (the "**Redeveloper**") is the contract purchaser of that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 18901, Lots 23 and 29, commonly known as 417 Communipaw Avenue and 139 Woodward Street (collectively, the "**Property**"); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper proposes to acquire, develop, finance and construct on the Property a residential complex with 17 stories at its center with step downs on both sides to 11 stories, then 8 stories, consisting of four hundred nine (409) units and a 22,000 square foot recreation center; forty (40) surface parking spaces to be dedicated to the City; a 14,000 square foot retail component, approximately half of which will be designated as retail incubator space for minority-, women- and veteran-owned businesses; and 20,000 square feet of public outdoor space (collectively, the "**Project**"); and

WHEREAS, 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, a copy of which is on file with the Agency (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.

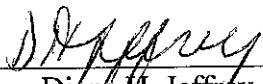
Section 3. 417 Communipaw OZ LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on July 31, 2021, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.

Section 4. If, by July 31, 2021, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of 417 Communipaw OZ 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 January 19, 2021.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
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 AN
AMENDMENT TO REAUTHORIZED CONTRACT NO. 19-08-RN3
WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC.
FOR ENVIRONMENTAL SERVICES FOR PROPERTY
IDENTIFIED AS BLOCK 20001, LOTS 18-22, COMMONLY
KNOWN AS 408-420 COMMUNIPAW AVENUE, WITHIN THE
MORRIS CANAL REDEVELOPMENT AREA**

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

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) owns certain properties identified as Block 20001, Lots 18, 19, 20, 21 and 22 on the official tax maps of the City, commonly known as 408-420 Communipaw Avenue (the “**Property**”), which are located within the Redevelopment Area and subject to the Redevelopment Plan; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency requires professional environmental services on the Property in order to prepare the Property for future redevelopment; and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the “**LPCL**”), by Resolution No. 19-08-22 adopted on August 20, 2019, the Board of Commissioners of the Agency authorized Contract No. 19-08-RN3 with Brownfield Redevelopment Solutions, Inc. (“**BRS**”), as amended by First Amendment to Contract No. 19-08RN3 dated April 2, 2020, for the performance of certain professional environmental services at the Property, including a preliminary assessment, site investigation and related actions (the “**Environmental Services**”); and

WHEREAS, in accordance with *N.J.S.A.* 40A:11-15, on September 15, 2020 by Resolution No. 20-09-13 the Board of Commissioners of the Agency reauthorized Contract No. 19-08-RN3 (the “**2020 Contract**”) for an amount not to exceed the remaining contract balance of \$6,778.00; and

WHEREAS, on December 21, 2020, BRS submitted a proposal to the Agency (the “**Updated Proposal**”) to perform additional due diligence and data collection activities at the Property based on its findings documented in the Preliminary Assessment Report (the “**Due Diligence Services**”); and

WHEREAS, the Agency desires to enter into a First Amendment to the 2020 Contract (the “**First Amendment**”) to amend the scope of the Environmental Services to include the Due Diligence Services as described in the Updated Proposal; and

WHEREAS, pursuant to the Updated Proposal, the Agency desires to increase the 2020 Contract amount by Seven Thousand Five Hundred Seventy Dollars (\$7,570.00) for the Due Diligence Services, payable in accordance with the rates set forth in the Updated Proposal, for a new total 2020 Contract amount not to exceed Fourteen Thousand Three Hundred Forty-Eight Dollars (\$14,348.00); and

WHEREAS, the Agency certifies that funds are available for the costs of the Due Diligence Services; and

WHEREAS, notice of the amendment to the professional services contract shall be published in a newspaper of general circulation,

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

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

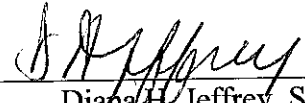
Section 2. The Board of Commissioners hereby authorizes the First Amendment to the 2020 Contract with BRS to reflect the amended scope of the Environmental Services to include the Due Diligence Services and the increase of the 2020 Contract amount by Seven Thousand Five Hundred Seventy Dollars (\$7,570.00), in accordance with the rate schedule set forth in the Updated Proposal, for a new total amount not to exceed Fourteen Thousand Three Hundred Forty-Eight Dollars (\$14,348.00).

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the First Amendment 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. Except as authorized herein, all other terms and conditions of the 2020 Contract shall remain the same and in full force and effect.

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 January 19, 2021.



Diana H. Jeffrey, Secretary

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING 975
GARFIELD LLC AS THE REDEVELOPER OF PROPERTY
IDENTIFIED AS BLOCK 19702, LOT 14, COMMONLY KNOWN
AS 975 GARFIELD AVENUE, WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA**

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

WHEREAS, 975 Garfield LLC (the "**Redeveloper**") owns that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 19702, Lot 14, commonly known as 975 Garfield Avenue (collectively, the "**Property**"); and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper proposes to develop, finance and construct on the Property a five (5) story mixed-use building containing 91 residential units, nine (9) of which shall be affordable units, and tenant amenities; fifty (50) parking spaces; and 4,015 square feet of ground floor commercial space (collectively, 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, a copy of which is on file with the Agency (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.

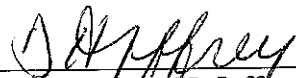
Section 3. 975 Garfield LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on July 31, 2021, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.

Section 4. If, by July 31, 2021, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of 975 Garfield 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 January 19, 2021.


Diana H. Jeffrey, Secretary

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

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the “**Agreement**”) is made this ___ day of January, 2021 (the “**Effective Date**”) by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the “**Agency**”), with an address of 66 York Street, Floor 3, Jersey City, New Jersey 07302, and **975 GARFIELD LLC**, a limited liability company of the State of New Jersey (the “**Developer**”, together with the Agency, the “**Parties**”), with an address of 4706 18th Avenue, Brooklyn, New York 11204.

W I T N E S S E T H :

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

WHEREAS, the Agency and the Developer intend to pursue pre-development activities, including but not limited to review of Developer’s application, negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”), with respect to certain property within the City of Jersey City (the “**City**”) identified as Block 19702, Lot 14 on the official tax map of the City, commonly known as 975 Garfield Avenue (the “**Property**”) located within the Morris Canal Redevelopment Area, an area designated by the City as an area in need of redevelopment pursuant to the Act, which is subject to the Morris Canal Redevelopment Plan; and

WHEREAS, the Developer proposes to develop, finance and construct on the property a five (5) story mixed-use building containing ninety-one (91) dwelling units, nine (9) of which shall be affordable units, and tenant amenities; fifty (50) parking spaces; and 4,015 square feet of ground floor commercial space; and

WHEREAS, the Developer recognizes that the Agency will incur costs and expenses in connection with the Pre-Development Activities and other Reimbursable Activities, as defined below, and the Developer is willing to defray those costs and expenses, with no assurance of a particular result for the Developer from the Agency; and

WHEREAS, as an inducement to the Agency to engage in Pre-Development Activities, and as a precondition thereto, the Developer has agreed to deposit with the Agency the initial amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)** (the “**Initial Escrow Deposit**”), to be held in escrow and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Agency arising out of or in connection with the Pre-Development Activities,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

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

Section 2. The Initial Escrow Deposit and all additions thereto shall be separate from and in addition to all other fees and escrow deposits that the Agency may require the Developer to pay. The Developer shall deposit additional funds to the Initial Escrow Deposit as same becomes necessary in order to cover all reimbursable expenses incurred by the Agency pursuant to the terms of this Agreement.

Section 3. The Developer shall reimburse the Agency for all professional services charges incurred in connection with the Pre-Development Activities, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Developer and its professionals, Agency staff and the Agency's retained professional(s), and including all such costs incurred by the Agency in connection with the Pre-Development Activities as of the Effective Date (collectively, and together with the Pre-Development Activities, the "**Reimbursable Activities**"). Charges incurred with professionals retained by the Agency shall be in accordance with the then-effective fee agreements between the Agency and such professionals.

Section 4. The Initial Escrow Deposit and all additions thereto shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in segregated, non-interest bearing accounts, separate from all Agency operating funds. The Initial Escrow Deposit shall be deposited in an account referenced to the Parties. Concurrently with its submission of the Initial Escrow Deposit to the Agency, the Developer shall provide a copy of its Business Registration Certificate and Form W-9 to aid in the administration of funds.

Section 5. (a) The Agency shall use the Initial Escrow Deposit and all additions thereto to pay Reimbursable Activities.

(b) The Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent, in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Agency on a monthly basis in accordance with the schedule and procedures established by the Agency. Each professional shall make a voucher or statement available to the Developer upon request and to the extent the Developer requires an informational copy of a voucher or statement submitted to the Agency, each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

Section 6. Upon the termination of Reimbursable Activities, or as reasonably requested by the Developer, the Agency shall prepare and send to the Developer a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **SEVEN**

THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), the Agency shall provide the Developer with a notice of the insufficient escrow deposit balance. The Developer shall deposit to the respective escrow account additional funds such that the total amount on deposit in such escrow account shall be not less than **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, such deposit to be made within five (5) business days of the Agency's notice, failing which the Agency may unilaterally cease work without liability to the Developer.

Section 7. Upon termination of Reimbursable Activities, the Developer shall send written notice by certified mail to the Agency, to the attention of the Agency's General Counsel, requesting that the remaining balance of the funds in the escrow account be refunded, or otherwise applied as agreed. After receipt of such notice, the professional(s) shall render a final bill to the Agency within thirty (30) days and shall send an informational copy simultaneously to the Developer. Within thirty (30) days of receipt of the final bill, the Agency shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to the Developer detailing the uses to which the escrow funds were applied. The Developer will not be responsible for any additional charges once the final accounting has been rendered by the Agency in accordance with this section.

Section 8. (a) The Developer may dispute the propriety or reasonableness of professional charges paid out of the Initial Escrow Deposit and all additions thereto by written notice to the Agency. The Developer shall simultaneously send a copy of such notice to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within thirty (30) days from the Developer's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Developer with an informational copy of the voucher, then the Developer shall send notice within thirty (30) days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Developer's acceptance of the charge and a waiver by the Developer of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Agency and the Developer cannot agree on the resolution of a disputed charge, the Parties agree to arbitrate the matter with a retired judge mutually agreeable to the Parties acting as arbitrator. During the pendency of a dispute, the Agency shall not pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the escrow account.

Section 9. This Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Developer hereby waives all objections to such venue.

Section 10. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and upon each party's successors and assigns.

Section 11. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this

Agreement to be drawn, as counsel for both the Developer and the Agency have combined in their review and approval of same.

Section 12. This Agreement contains the entire agreement of the Parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the Parties hereto.

Section 13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 14. This Agreement shall not become effective unless and until the Developer makes the Initial Escrow Deposit.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WITNESS OR ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY
a body corporate and politic of the State of New Jersey

Name:

By: _____
Name: Diana H. Jeffrey
Title: Executive Director

WITNESS OR ATTEST:

975 GARFIELD LLC
a New Jersey limited liability company

Name:

By: _____
Name:
Title: Authorized Signatory

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AWARDDING A
CONTRACT TO GALLAGHER BASSETT TECHNICAL
SERVICES, INC. FOR PROFESSIONAL ENVIRONMENTAL
SERVICES IN CONNECTION WITH PROPERTY IDENTIFIED AS
BLOCK 17301, LOT 10 AND BLOCK 17401, LOT 1, ALSO KNOWN
AS SEGMENT 10 (WHITLOCK CORDAGE) OF THE MORRIS
CANAL GREENWAY WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is an instrumentality of the City of Jersey City (the "**City**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as 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, portions of the Morris Canal Greenway are located within the Morris Canal Redevelopment Area, which was designated by the City pursuant to the Redevelopment Law, and are subject to the Morris Canal Redevelopment Plan, as subsequently amended, which was enacted by the City in accordance with the Redevelopment Law; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires from time to time requires the services of firms to provide professional environmental services in connection with projects throughout the City; and

WHEREAS, Gallagher Bassett Technical Services, Inc. ("**GBTS**") submitted a proposal to the Agency dated January 13, 2021 (the "**Proposal**"), to perform a preliminary assessment of and prepare a preliminary assessment report (the "**Preliminary Assessment**") for a portion of the Morris Canal Greenway identified as Block 17301, Lot 10 and Block 17401, Lot 1 on the City's tax maps, also known as Segment 10 (Whitlock Cordage); and

WHEREAS, GBTS possesses the skills and expertise to perform and complete the Preliminary Assessment; and

WHEREAS, the Agency desires to enter into a professional services contract with GBTS (the "**Contract**") to perform the Preliminary Assessment as outlined in the Proposal

for a total amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00) to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency certifies that it has funds available to pay the costs of the Preliminary Assessment under the 2019 Brownfields Hazardous Waste Substances Multipurpose Grant No. 96274900; and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, the services required to perform the Preliminary Assessment 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 aforementioned recitals are incorporated herein as though fully 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 GBTS to perform and complete the Preliminary Assessment for a term to expire upon completion of the Preliminary Assessment and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00), 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 the 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 January 19, 2021.


Diana H. Jeffrey, Secretary

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

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

WHEREAS, the 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 ("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

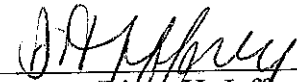
WHEREAS, on September 15, 2020, by Resolution No. 20-09-14, the JCRA designated Powerhouse LLC ("Redeveloper") as redeveloper for the development of property located at Block 13002, Lots 10, 11, and 12, and more commonly known as 131, 129, and 127 Morgan Street ("Property"), located within the Powerhouse Arts District Redevelopment Area and subject to the Powerhouse Arts District Redevelopment Plan, for a period of one hundred and twenty (120) days, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

WHEREAS, because the parties are close to finalizing an acceptable redevelopment agreement, the JCRA wishes to grant an extension of the Redeveloper's designation as redeveloper of the Property for a period of approximately one hundred eighty (180) days until August 31, 2021.

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 to Redeveloper is hereby extended until August 31, 2021 to allow the JCRA and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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.


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 January 19, 2021.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING
CAPRIHOUSE, LLC AS REDEVELOPER OF THE PROPERTY
IDENTIFIED AS BLOCK 12903, LOT 13, COMMONLY KNOWN
AS 4 MERCER STREET, LOCATED WITHIN THE SCATTER
SITE REDEVELOPMENT AREA**

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

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

WHEREAS, Caprihouse, LLC (the "**Redeveloper**") owns certain property located within the Redevelopment Area identified on the official tax maps of the City as Block 12903, Lot 13, commonly known as 4 Mercer Street (the "**Property**"); and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a four bedroom, four bathroom single family brownstone home (the "**Project**"); and

WHEREAS, 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.

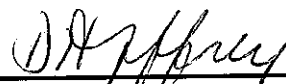
Section 3. Caprihouse, LLC, is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on February 28, 2021, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion, *provided, however*, that designation of Redeveloper as authorized hereunder is conditioned upon: a) Redeveloper's full execution and funding of the Funding Agreement; b) submission to the Agency of a Certificate of Good Standing from the State of New York; c) and submission to the Agency of any other documents or information required.

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 Caprihouse, 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 on January 19, 2021.


Diana H. Jeffrey, Secretary

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

FUNDING AGREEMENT

THIS FUNDING AGREEMENT (the “**Agreement**”) is made this 15th day of January, 2021 (the “**Effective Date**”) by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the “**Agency**”), with an address of 66 York Street, Floor 3, Jersey City, New Jersey 07302, and **CAPRIHOUSE, LLC**, a limited liability company of the State of New York (the “**Developer**”, together with the Agency, the “**Parties**”), with an address of 4111 Queens Boulevard, Sunnyside NY 11104.

WITNESSETH:

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

WHEREAS, the Agency and the Developer intend to pursue pre-development activities, including but not limited to the negotiation in good faith and preparation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”), with respect to the property identified as Block 12903, Lot 13 (the “**Property**”) on the official tax map of the City of Jersey City (the “**City**”) within the Scatter Site Redevelopment Area, an area designated by the City as an area in need of redevelopment pursuant to the Act, which is subject to the Scatter Site Redevelopment Plan; and

WHEREAS, the Developer recognizes that the Agency will incur costs and expenses in connection with the Pre-Development Activities and other Reimbursable Activities, as defined below, and the Developer is willing to defray those costs and expenses, with no assurance of a particular result for the Developer from the Agency; and

WHEREAS, as an inducement to the Agency to engage in Pre-Development Activities, and as a precondition thereto, the Developer has agreed to deposit with the Agency the initial amount of **FIVE THOUSAND DOLLARS (\$5,000.00)** (the “**Initial Escrow Deposit**”), to be held in escrow and disbursed in accordance with the provisions of this Agreement to defray certain costs incurred by or on behalf of the Agency arising out of or in connection with the Pre-Development Activities,

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree as follows:

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

Section 2. The Initial Escrow Deposit and all additions thereto shall be separate from and in addition to all other fees and escrow deposits that the Agency may require the Developer to pay. The Developer shall deposit additional funds to the Initial Escrow Deposit as same becomes necessary in order to cover all reimbursable expenses incurred by the Agency pursuant to the terms of this Agreement.

Section 3. The Developer shall reimburse the Agency for all professional services charges incurred in connection with the Pre-Development Activities, including but not limited to correspondence, meetings and all communications (including by telephone and e-mail) with the Developer and its professionals, Agency staff and the Agency's retained professional(s), and including all such costs incurred by the Agency in connection with the Pre-Development Activities as of the Effective Date (collectively, and together with the Pre-Development Activities, the "**Reimbursable Activities**"). Charges incurred with professionals retained by the Agency shall be in accordance with the then-effective fee agreements between the Agency and such professionals.

Section 4. The Initial Escrow Deposit and all additions thereto shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in segregated, non-interest bearing accounts, separate from all Agency operating funds. The Initial Escrow Deposit shall be deposited in an account referenced to the Parties. Concurrently with its submission of the Initial Escrow Deposit to the Agency, the Developer shall provide a copy of its Business Registration Certificate and Form W-9 to aid in the administration of funds.

Section 5. (a) The Agency shall use the Initial Escrow Deposit and all additions thereto to pay Reimbursable Activities.

(b) The Developer shall not be charged for any costs and expenses that do not constitute Reimbursable Activities.

(c) Each payment for professional services charged to the escrow account shall be pursuant to a voucher from the professional, identifying the personnel performing the Reimbursable Activities, each date the services were performed, the hours spent, in not greater than one-tenth (1/10) hour increments, the hourly rate, and specifying Reimbursable Activities. All professionals shall submit the required vouchers or statements to the Agency on a monthly basis in accordance with the schedule and procedures established by the Agency. Each professional shall make a voucher or statement available to the Developer upon request and to the extent the Developer requires an informational copy of a voucher or statement submitted to the Agency, each such informational voucher or statement may be redacted if and as necessary to prevent disclosure of privileged or otherwise confidential matters.

Section 6. Upon the termination of Reimbursable Activities, or as reasonably requested by the Developer, the Agency shall prepare and send to the Developer a statement which shall include an accounting of funds listing all deposits, disbursements and the cumulative balance of the escrow account. If at any time the balance in the escrow account is less than **TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00)**, the Agency shall provide the Developer with a notice of the insufficient escrow deposit balance. The Developer shall deposit to the respective escrow account additional funds such that the total amount on deposit in such escrow account shall be not less than **FIVE THOUSAND DOLLARS (\$5,000.00)**, such deposit to be made within five (5) business days of the Agency's notice, failing which the Agency may unilaterally cease work without liability to the Developer.

Section 7. Upon termination of Reimbursable Activities, the Developer shall send written notice by certified mail to the Agency, to the attention of the Agency's General Counsel, requesting that the remaining balance of the funds in the escrow account be refunded, or otherwise applied as agreed. After receipt of such notice, the professional(s) shall render a final bill to the Agency within thirty (30) days and shall send an informational copy simultaneously to the Developer. Within thirty (30) days of receipt of the final bill, the Agency shall pay all outstanding bills in accordance with this Agreement and render a written final accounting to the Developer detailing the uses to which the escrow funds were put. The Developer will not be responsible for any additional charges once the final accounting has been rendered by the Agency in accordance with this section.

Section 8. (a) The Developer may dispute the propriety or reasonableness of professional charges paid out of the Initial Escrow Deposit and all additions thereto by written notice to the Agency. The Developer shall simultaneously send a copy of such notice to the professional(s) whose charges or estimated costs are the subject of the dispute. Such written notice of a disputed charge shall be given within thirty (30) days from the Developer's receipt of the informational copy of the professional's voucher, except that if the professional has not supplied the Developer with an informational copy of the voucher, then the Developer shall send notice within thirty (30) days from receipt of the first statement of activity against the escrow account containing the disputed charge. Failure to dispute a charge in writing within the prescribed time shall constitute the Developer's acceptance of the charge and a waiver by the Developer of all objections to the charge and to payment thereof out of the escrow account.

(b) If the Agency and the Developer cannot agree on the resolution of a disputed charge, the Parties agree to arbitrate the matter with a retired judge mutually agreeable to the Parties acting as arbitrator. During the pendency of a dispute, the Agency shall not pay the disputed charges out of the escrow account but may continue to pay undisputed charges out of the escrow account.

Section 9. This Agreement shall be governed, construed and enforced according to the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Developer hereby waives all objections to such venue.

Section 10. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and upon each party's successors and assigns.

Section 11. Interpretation of this Agreement shall be made without regard to or any presumption against or other rule requiring construction against the entity drawing or causing this Agreement to be drawn, as counsel for both the Developer and the Agency have combined in their review and approval of same.

Section 12. This Agreement contains the entire agreement of the Parties relative to the subject matter hereof. Any amendment hereto or modification or variation hereof shall be ineffective unless in writing signed by each of the Parties hereto.

Section 13. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 14. This Agreement shall not become effective unless and until the Developer makes the Initial Escrow Deposit.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WITNESS OR ATTEST:

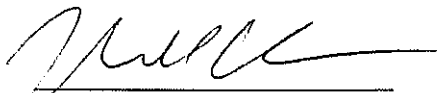
JERSEY CITY REDEVELOPMENT AGENCY
a body corporate and politic of the State of New Jersey

Name:

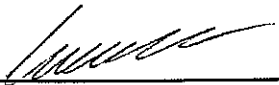
By: _____
Name: Diana H. Jeffrey
Title: Executive Director

WITNESS OR ATTEST:

CAPRIHOUSE, LLC
a limited liability company of the State of New York



Name: Michael I Chiriac

By: 

Name: michael Chiriac
Title: member

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT AND TRANSFER OF REDEVELOPMENT RIGHTS FROM 201 NEW YORK AVENUE JC, INC. TO 201 NEW YORK AVENUE JC, LLC FOR THE PROJECT LOCATED AT 201 NEW YORK AVENUE, JERSEY CITY (BLOCK 3805, LOT 19) LOCATED WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the New Jersey Legislature adopted the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the "NJURA"), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the "APRA"), authorizing municipalities to place properties meeting the statutory criteria set forth therein on an abandoned property list; and

WHEREAS, the City of Jersey City (the "City") has created an abandoned property list in accordance with the NJURA and the APRA; and

WHEREAS, the property located at 201 New York Avenue (Block 3805, Lot 19)(the "Property") was placed on the City's abandoned property list in accordance with the NJURA and the APRA; and

WHEREAS, the Property is located within the City's Scattered Sites Redevelopment Area and is governed by the Scatter Sites Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") is authorized under the NJURA, the APRA, and the Local Redevelopment and Housing Law to acquire abandoned property located within redevelopment areas governed by redevelopment plans and to contract with redevelopers to redevelop such property; and

WHEREAS, on May 8, 2018, Joseph Lentini entered into a Redevelopment Agreement (the "Redevelopment Agreement") with the Agency for the redevelopment of the Property; and

WHEREAS, on January 18, 2019, Joseph Lentini entered into an Assignment and Assumption Agreement with 201 New York Avenue JC Inc. whereby Lentini assigned all of his rights and obligations under the Redevelopment Agreement to 201 New York Avenue JC Inc., an affiliate which he owned and controlled, which assignment was acknowledged by the Agency's Board of Commissioners through a Resolution adopted on January 15, 2019; and

WHEREAS, the Redevelopment Agreement provides, among other things, that the redeveloper may not assign his redevelopment rights in the Property and the Redevelopment Agreement to another person or entity that is not an affiliate of the redeveloper without the prior consent of the Agency; and

WHEREAS, 201 New York Avenue JC Inc. (the "Redeveloper") has filed an application with the Agency seeking the Agency's consent to assign its redevelopment rights in the Property and the Redevelopment Agreement to a non-affiliated entity, 201 New York Avenue JC LLC (the "Transferee"); and

WHEREAS, the Agency has reviewed this assignment application and has determined that it is appropriate to consent to the assignment of the redevelopment rights in the Property and the Redevelopment Agreement from the Redeveloper to the Transferee, subject to the terms and

conditions set forth herein.

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

1. The aforementioned recitals are incorporated herein as though fully set forth at length.
2. The Agency's Board of Commissioners hereby approve the request by the Redeveloper for the assignment of the redevelopment rights in the Property and the Redevelopment Agreement from the Redeveloper to the Transferee. This approval is expressly contingent upon the Transferee entering into an amended redevelopment agreement with the Agency within sixty (60) days of the date of this resolution to, among other things, establish a revised construction schedule for the redevelopment of the Property.
3. The Assignment and Assumption Agreement and Deed between the Redeveloper and the Transferee shall be in forms acceptable to and approved by the Agency.
4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to execute any documents necessary to effectuate the purposes of this resolution, subject only to the review and approval of the Agency's counsel.

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 January 19, 2021.


SECRETARY

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald Brown	✓			
Douglas Carlucci	✓			
Erma Greene				✓
Evelyn Jones				
Darwin R. Ona	✓			
Denise Ridley	✓			
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**") 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, pursuant to the Redevelopment Law, the City designated that certain area known as the Tonnele Avenue Light Industrial Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment; 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 October 20, 2020, by Resolution 20-10-22, pursuant to which the Agency extended the Redeveloper's designation until December 31, 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 February 28, 2021, 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.

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

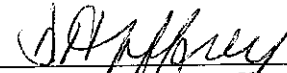
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until February 28, 2021, 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.

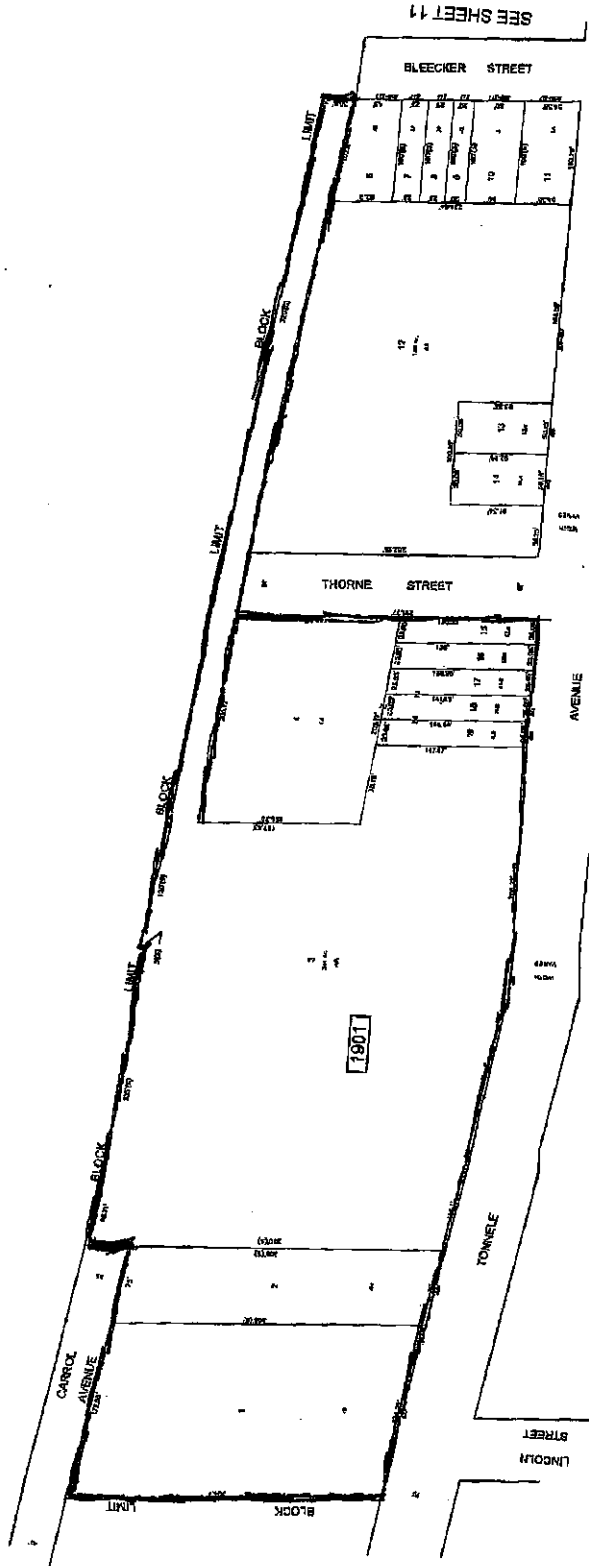
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of January 19, 2021.



Diana H. Jeffrey, Secretary

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

SEE SHEET 10



SEE SHEET 32

SEE SHEET 33

SEE SHEET 11

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY 2009, SIGNED
BY SAMTO C. DEDONATO, CTA AND
ASSIGNED SERIAL NUMBER 000

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

RICHARD A. MORALLE, P.E., P.L.S.
T.E.M. ASSOCIATES
11 TRIGALL NEW JERSEY TOWNSHIP

LOT	AREA	REVISIONS	DATE	BY
1	1000	1	10/10/09	100
2	1000	1	10/10/09	100
3	1000	1	10/10/09	100
4	1000	1	10/10/09	100
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SEE SHEET 33

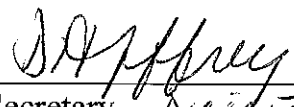
SEE SHEET 20

SEE SHEET 25

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE PERSONNEL LIST AS OF
JANUARY 19, 2020**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency
have received copies of the Personnel List as of January 19, 2021

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the
Jersey City Redevelopment Agency that the Personnel List as of January 19, 2021 be
approved as presented.


Secretary *Diana Jeffrey*

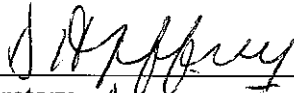
Certified to be a true and correct copy of the Resolution adopted by the Board of
Commissioners adopted at their Meeting dated January 19, 2021

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF JANUARY 19, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of January 19, 2021

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 January 19, 2021 approved as presented.


Secretary *Diana Jeffery*

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated January 19, 2021

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

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
66 YORK STREET, LLC								
66 YORK STREET, LLC	1/19/2021	1/1/2021	February 2021	Electric Utility Payment - 66 York St	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	1/19/2021	1/1/2021	February 2021	Operating Expenses - 66 York St	\$273.94	\$0.00		\$273.94
66 YORK STREET, LLC	1/19/2021	1/1/2021	February 2021	Office Rent - 66 York St	\$10,027.54	\$0.00		\$10,027.54
				Totals for 66 YORK STREET, LLC:	\$10,950.00	\$0.00		\$10,950.00
				3 invoice(s) listed.				
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	1/19/2021	12/18/2020	December 2020	Scaffold Services at 84 Sip Avenue	\$2,550.00	\$0.00		\$2,550.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$2,550.00	\$0.00		\$2,550.00
				1 invoice(s) listed.				
AFLAC								
AFLAC	1/19/2021	1/13/2021	January 2021	Employee Deductions per Payroll	\$1,006.20	\$0.00		\$1,006.20
				Totals for AFLAC:	\$1,006.20	\$0.00		\$1,006.20
				1 invoice(s) listed.				
Apruzzese, McDermott, Mastro & Murphy								
Apruzzese, McDermott, Mastro & Murphy	1/19/2021	12/18/2020	224548	Legal Services - Internal Employment	\$315.00	\$0.00		\$315.00
				Totals for Apruzzese, McDermott, Mastro & Murphy:	\$315.00	\$0.00		\$315.00
				1 invoice(s) listed.				
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	1/19/2021	12/9/2020	4205003	Legal Services - McMaple Holding	\$496.00	\$0.00		\$496.00
ARCHER & GREINER, P.C.	1/19/2021	12/16/2020	4204226	Legal Services- 550 Johnston Avenue	\$620.00	\$0.00		\$620.00
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204223	Legal Services - General Representation - OPR	\$1,295.00	\$0.00		\$1,295.00
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204217	Legal Services - LMD #13 Urban Renewal to I	\$14,083.11	\$0.00		\$14,083.11
ARCHER & GREINER, P.C.	1/19/2021	12/4/2020	4204280	Legal Services - Bates Street Redevelopment	\$1,136.50	\$0.00		\$1,136.50
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204229	Legal Services - 401 Whiton Street	\$558.00	\$0.00		\$558.00
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204230	Legal Services- 336-340 MLK Drive Redevelo	\$630.00	\$0.00		\$630.00
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204221	Legal Services- 61-63 Sip Avenue	\$7,759.36	\$0.00		\$7,759.36
ARCHER & GREINER, P.C.	1/19/2021	12/3/2020	4204231	Legal Services - Beloved Community Charter	\$124.00	\$0.00		\$124.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206903	Legal Services - LMD #13 Urban Renewal to I	\$6,789.00	\$0.00		\$6,789.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206908	Legal Services- 61-63 Sip Avenue	\$4,526.00	\$0.00		\$4,526.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206909	Legal Services - Bates Street Redevelopment	\$11,997.00	\$0.00		\$11,997.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206911	Legal Services - MLK HUB	\$980.00	\$0.00		\$980.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206916	Legal Services - Mecca Bates	\$620.00	\$0.00		\$620.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206918	Legal Services - 165 Ocean Avenue	\$706.00	\$0.00		\$706.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206920	Legal Services - Powerhouse Arts District	\$2,511.00	\$0.00		\$2,511.00
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206922	Legal Services - 385-387 Communipaw Aven	\$3,627.00	\$0.00		\$3,627.00
ARCHER & GREINER, P.C.	1/19/2021	1/6/2021	4206939	Legal Services - General Representation	\$525.00	\$0.00		\$525.00
ARCHER & GREINER, P.C.	1/19/2021	1/6/2021	4206943	Legal Services - McMaple Holding	\$1,209.00	\$0.00		\$1,209.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ARCHER & GREINER, P.C.	1/19/2021	1/5/2021	4206917	Legal Services - York Street West Totals for ARCHER & GREINER, P.C.: 20 invoice(s) listed.	\$620.00 \$60,811.97	\$0.00 \$0.00		\$620.00 \$60,811.97
BROWNFIELD SCIENCE & TECHNOLOGY								
BROWNFIELD SCIENCE & TECHNO	1/19/2021	9/22/2020	764-08.20	Environmental Services at Ocean & Dwight Totals for BROWNFIELD SCIENCE & TECHNOLOGY: 1 invoice(s) listed.	\$1,514.00 \$1,514.00	\$0.00 \$0.00		\$1,514.00 \$1,514.00
CASH								
CASH	1/19/2021	1/14/2021	January 2021	Replenishment of Petty Cash Totals for CASH: 1 invoice(s) listed.	\$314.00 \$314.00	\$0.00 \$0.00		\$314.00 \$314.00
CME ASSOCIATES								
CME ASSOCIATES	1/19/2021	12/29/2020	0273057	Engineering Services - Berry Lane Park - Pavi	\$88.50	\$0.00		\$88.50
CME ASSOCIATES	1/19/2021	12/29/2020	0273058	Engineering Services - Berry Lane Park - Skat Totals for CME ASSOCIATES: 2 invoice(s) listed.	\$177.50 \$266.00	\$0.00 \$0.00		\$177.50 \$266.00
COMCAST								
COMCAST	1/19/2021	12/28/2020	December 2020	66 York St - Business Internet and Cable	\$343.20	\$0.00		\$343.20
COMCAST	1/19/2021	12/5/2020	December 2020	25 Journal Sq - Business Internet Totals for COMCAST: 2 invoice(s) listed.	\$199.27 \$542.47	\$0.00 \$0.00		\$199.27 \$542.47
COONEY BOVASSO REALTY ADVISORS								
COONEY BOVASSO REALTY ADVI	1/19/2021	11/5/2020	20-5769	80 Bay Street & 350 Washington Street Totals for COONEY BOVASSO REALTY ADVISORS: 1 invoice(s) listed.	\$8,900.00 \$8,900.00	\$0.00 \$0.00		\$8,900.00 \$8,900.00
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	1/19/2021	1/14/2021	February 2021	Maintenance Fee Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$153.92 \$153.92	\$0.00 \$0.00		\$153.92 \$153.92
DIANA JEFFREY								
DIANA JEFFREY	1/19/2021	12/29/2020	December 2020-1	Dental Reimbursement - Self	\$976.00	\$0.00		\$976.00
DIANA JEFFREY	1/19/2021	12/13/2020	December 2020-2	Dental Reimbursement - Self	\$148.00	\$0.00		\$148.00
DIANA JEFFREY	1/19/2021	12/17/2020	December 2020-3	Dental Reimbursement - Dependent	\$400.00	\$0.00		\$400.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
				Totals for DIANA JEFFREY: 3 invoice(s) listed.	\$1,524.00	\$0.00	\$1,524.00
DRESDNER ROBIN ENVIRON MGMT							
DRESDNER ROBIN ENVIRON MGM	1/19/2021	5/21/2020	16014	Professional Environmental Services- Berry L	\$4,491.50	\$0.00	\$4,491.50
				Totals for DRESDNER ROBIN ENVIRON MGMT: 1 invoice(s) listed.	\$4,491.50	\$0.00	\$4,491.50
EVENING JOURNAL ASSOCIATION							
EVENING JOURNAL ASSOCIATION	1/19/2021	12/31/2020	0009816565	Miscellaneous Legal Advertising	\$309.98	\$0.00	\$309.98
				Totals for EVENING JOURNAL ASSOCIATION: 1 invoice(s) listed.	\$309.98	\$0.00	\$309.98
FEDERAL EXPRESS							
FEDERAL EXPRESS	1/19/2021	12/21/2020	7-219-45637	Overnight Deliveries	\$121.16	\$0.00	\$121.16
				Totals for FEDERAL EXPRESS: 1 invoice(s) listed.	\$121.16	\$0.00	\$121.16
GLUCK WALRATH LLP							
GLUCK WALRATH LLP	1/19/2021	12/29/2020	16	Legal Services - APRA	\$1,312.00	\$0.00	\$1,312.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	17	Legal Services - 332 Whiton Street	\$632.50	\$0.00	\$632.50
GLUCK WALRATH LLP	1/19/2021	12/29/2020	18	Legal Services - 201 New York Avenue	\$1,430.00	\$0.00	\$1,430.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	19	Legal Services - 92-94 Stegman Street	\$357.50	\$0.00	\$357.50
GLUCK WALRATH LLP	1/19/2021	12/29/2020	20	Legal Services - 97-99 Dwight Street	\$247.50	\$0.00	\$247.50
GLUCK WALRATH LLP	1/19/2021	12/29/2020	21	Legal Services - 152 MLK	\$140.00	\$0.00	\$140.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	23	Legal Services - Jai Bajrang Invest, LLC	\$35.00	\$0.00	\$35.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	30	Legal Services - Whitlock Mills	\$1,925.00	\$0.00	\$1,925.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	31	Legal Services - Sei Tech City	\$1,540.00	\$0.00	\$1,540.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	32	Legal Services - Green on Pine	\$1,155.00	\$0.00	\$1,155.00
GLUCK WALRATH LLP	1/19/2021	12/29/2020	29	Legal Services - 51 Crescent Avenue	\$35.00	\$0.00	\$35.00
				Totals for GLUCK WALRATH LLP: 11 invoice(s) listed.	\$8,809.50	\$0.00	\$8,809.50
Hudson County Economic Development Corporation							
Hudson County Economic Development	1/19/2021	1/1/2021	Pymt #2	Loan Payment #2 RLF Berry Lane	\$55,572.45	\$0.00	\$55,572.45
				Totals for Hudson County Economic Development Corporation: 1 invoice(s) listed.	\$55,572.45	\$0.00	\$55,572.45
IN-LINE AIR CONDITIONING CO.,							
IN-LINE AIR CONDITIONING CO.,	1/19/2021	11/24/2020	56909	180 9th Street- Boiler	\$147.84	\$0.00	\$147.84

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	1/19/2021	12/15/2020	30308307348913	Water & Sewer - 25 Journal Sq - 3030830734	\$23.15	\$0.00		\$23.15
JC MUNICIPAL UTILITIES AUTHORITY	1/19/2021	12/15/2020	30302233340000	Water & Sewer - 36-44 Aetha St - 3030223334	\$9.18	\$0.00		\$9.18
JC MUNICIPAL UTILITIES AUTHORITY	1/19/2021	12/15/2020	30306348540000	Water & Sewer - 665 Ocean Ave - 303063485	\$76.05	\$0.00		\$76.05
Totals for JC MUNICIPAL UTILITIES AUTHORITY: 3 invoice(s) listed.					\$108.38	\$0.00		\$108.38
JERSEY CITY TREASURER								
JERSEY CITY TREASURER	1/19/2021	1/4/2021	EI-20-0351	2019/2020 Elevator Inspection	\$584.00	\$0.00		\$584.00
Totals for JERSEY CITY TREASURER: 1 invoice(s) listed.					\$584.00	\$0.00		\$584.00
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	1/19/2021	12/7/2020	18900	Legal Services - JCRA v Urban League- Perio	\$297.50	\$0.00		\$297.50
KINNEY LISOVICZ REILLY & WOLF	1/19/2021	12/7/2020	18899	Legal Services-General Representation-Period	\$507.50	\$0.00		\$507.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 2 invoice(s) listed.					\$805.00	\$0.00		\$805.00
LM PLAZA 4A PARKING LLC								
LM PLAZA 4A PARKING LLC	1/19/2021	1/1/2021	4816	Monthly Rent 2 New Cards- Monthly No. 17	\$4,878.32	\$0.00		\$4,878.32
Totals for LM PLAZA 4A PARKING LLC: 1 invoice(s) listed.					\$4,878.32	\$0.00		\$4,878.32
MARIA E. AGUILAR-AMBROSSI								
MARIA E. AGUILAR-AMBROSSI	1/19/2021	12/1/2020	December 2020	Dental Reimbursement - Self	\$150.00	\$0.00		\$150.00
MARIA E. AGUILAR-AMBROSSI	1/19/2021	12/1/2020	December 2020	Dental Reimbursement - Dependent	\$4,000.00	\$0.00		\$4,000.00
Totals for MARIA E. AGUILAR-AMBROSSI: 2 invoice(s) listed.					\$4,150.00	\$0.00		\$4,150.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	1/19/2021	11/30/2020	177078	Legal Services - General Counsel	\$15,946.85	\$0.00		\$15,946.85
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	176904	Legal Services - 25 Christopher Columbus/PH	\$2,728.00	\$0.00		\$2,728.00
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177483	Bayfront - BRP Development	\$4,402.00	\$0.00		\$4,402.00
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177482	Legal Services - Bayfront - Pennrose/Omni	\$6,231.00	\$0.00		\$6,231.00
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177481	Legal Services- Commercial Street/JCMUA	\$5,022.50	\$0.00		\$5,022.50
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177480	Legal Services - Scattered Site	\$2,694.01	\$0.00		\$2,694.01
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177479	Legal Services - 311 Washington Condos	\$2,467.50	\$0.00		\$2,467.50
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177478	Legal Services - General Counsel	\$7,524.37	\$0.00		\$7,524.37

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
MCMANIMON, SCOTLAND & BAU	1/19/2021	12/28/2020	177477	Legal Services - St. Lucy's matter	\$2,914.80	\$0.00	\$2,914.80
	1/19/2021	12/28/2020	177476	Legal Services - 400 7th Street	\$2,957.50	\$0.00	\$2,957.50
	1/19/2021	12/28/2020	177475	Legal Services - Hampshire	\$2,201.00	\$0.00	\$2,201.00
	1/19/2021	12/28/2020	177474	Legal Services - 665 Ocean Ave	\$2,673.00	\$0.00	\$2,673.00
	1/19/2021	12/28/2020	177473	Legal Services- 829 Garfield Avenue	\$2,077.00	\$0.00	\$2,077.00
	1/19/2021	12/28/2020	177472	Legal Services- Tonelle Avenue / Daylight T	\$2,914.00	\$0.00	\$2,914.00
	1/19/2021	12/28/2020	177471	Legal Services- Brandywine	\$4,567.50	\$0.00	\$4,567.50
	1/19/2021	12/28/2020	177469	Legal Services - Argent Venture/Johnson Vie	\$6,293.00	\$0.00	\$6,293.00
	1/19/2021	12/28/2020	177468	Legal Services - 125 Monitor Street	\$12,648.00	\$0.00	\$12,648.00
	1/19/2021	12/28/2020	177484	Legal Services - Garfield Ave/Berry Lane	\$2,341.11	\$0.00	\$2,341.11
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 18 invoice(s) listed.					\$88,603.14	\$0.00	\$88,603.14
METLIFE							
METLIFE	1/19/2021	1/13/2021	February 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00	\$450.00
	1/19/2021	1/13/2021	February 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00	\$450.00
Totals for METLIFE: 2 invoice(s) listed.					\$900.00	\$0.00	\$900.00
MODSPACE							
MODSPACE	1/19/2021	1/1/2021	502536618	Rental Steps & Insurance - Berry Lane	\$674.00	\$0.00	\$674.00
	1/19/2021	1/1/2021	502635386	Rental Steps & Insurance - Berry Lane	\$1,092.00	\$0.00	\$1,092.00
Totals for MODSPACE: 2 invoice(s) listed.					\$1,766.00	\$0.00	\$1,766.00
MOISHE'S MOVING SYSTEMS							
MOISHE'S MOVING SYSTEMS	1/19/2021	1/13/2021	February 2021	Storage at Day St. - Rent	\$700.00	\$0.00	\$700.00
				Totals for MOISHE'S MOVING SYSTEMS: 1 invoice(s) listed.	\$700.00	\$0.00	\$700.00
Nay's Cleaning Company LLC							
Nay's Cleaning Company LLC	1/19/2021	12/20/2020	33	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00	\$1,350.00
	1/19/2021	12/27/2020	34	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00	\$1,350.00
	1/19/2021	1/3/2021	35	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00	\$1,350.00
	1/19/2021	1/10/2021	36	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00	\$1,350.00
Totals for Nay's Cleaning Company LLC: 4 invoice(s) listed.					\$5,400.00	\$0.00	\$5,400.00
NJ ADVANCE MEDIA, LLC							
NJ ADVANCE MEDIA, LLC	1/19/2021	12/31/2020	0009818766/0009819	Miscellaneous Legal Advertising	\$1,749.32	\$0.00	\$1,749.32

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
POTOMAC-HUDSON ENVIRONMENTAL I							
POTOMAC-HUDSON ENVIRONMEN	1/19/2021	12/11/2020	20.0597.13	Environmental Services - 125 Monitor	\$9,037.00	\$0.00	\$9,037.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I: 1 invoice(s) listed.	\$9,037.00	\$0.00	\$9,037.00
PUBLIC SERVICE ELECTRIC & GAS							
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	1/14/2020	70-451-419-04	Gas & Electric - 407 Ocean Av- Floor 3	\$326.95	\$0.00	\$326.95
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/17/2020	70-451-417-18	Gas & Electric - 407 Ocean Av- HSE	\$36.35	\$0.00	\$36.35
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/17/2020	75-202-754-18	Gas & Electric - 1 Berry LN FLD HSE 2	\$298.71	\$0.00	\$298.71
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/14/2020	42-497-031-18	Gas & Electric - 25 Journal Square	\$1,652.72	\$0.00	\$1,652.72
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-357-631-18	Gas & Electric - 292 MLK Dr - Floor 1	\$24.56	\$0.00	\$24.56
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$44.83	\$0.00	\$44.83
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$109.32	\$0.00	\$109.32
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$521.10	\$0.00	\$521.10
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$20.70	\$0.00	\$20.70
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$61.91	\$0.00	\$61.91
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$64.56	\$0.00	\$64.56
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$68.81	\$0.00	\$68.81
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$42.98	\$0.00	\$42.98
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$41.08	\$0.00	\$41.08
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	12/18/2020	72-657-633-02	Gas & Electric - MLK Drive HSE	\$5.87	\$0.00	\$5.87
PUBLIC SERVICE ELECTRIC & GAS	1/19/2021	1/6/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$85.97	\$0.00	\$85.97
				Totals for PUBLIC SERVICE ELECTRIC & GAS: 16 invoice(s) listed.	\$3,406.42	\$0.00	\$3,406.42
RAMON PONCE							
RAMON PONCE	1/19/2021	1/11/2021	January 2021	Dental Reimbursement - Self	\$745.00	\$0.00	\$745.00
				Totals for RAMON PONCE: 1 invoice(s) listed.	\$745.00	\$0.00	\$745.00
ROBERT NAPIORSKI							
ROBERT NAPIORSKI	1/19/2021	1/6/2021	December 2020	Dental Reimbursement - Self	\$1,800.00	\$0.00	\$1,800.00
				Totals for ROBERT NAPIORSKI: 1 invoice(s) listed.	\$1,800.00	\$0.00	\$1,800.00
Silagy Contracting, LLC.							
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-1	Lawn Maintenance & Trash Removal- 185 Dw	\$165.00	\$0.00	\$165.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-2	Lawn Maintenance & Trash Removal- 97-99 I	\$220.00	\$0.00	\$220.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-3	Lawn Maintenance & Trash Removal- 92-94 S	\$175.00	\$0.00	\$175.00

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-4	Lawn Maintenance & Trash Removal- 204 St	\$265.00	\$0.00	\$265.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-5	Lawn Maintenance & Trash Removal- 284 MI	\$160.00	\$0.00	\$160.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-7	Lawn Maintenance & Trash Removal- 314 MI	\$155.00	\$0.00	\$155.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-8	Lawn Maintenance & Trash Removal- 326-3	\$240.00	\$0.00	\$240.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-9	Lawn Maintenance & Trash Removal- 408-4	\$275.00	\$0.00	\$275.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-10	Lawn Maintenance & Trash Removal- 199 Wc	\$185.00	\$0.00	\$185.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-14	Lawn Maintenance & Trash Removal- Manila	\$600.00	\$0.00	\$600.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-15	Lawn Maintenance & Trash Removal- 550 Jo	\$355.00	\$0.00	\$355.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-16	Lawn Maintenance & Trash Removal- 84 Sip.	\$195.00	\$0.00	\$195.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-17	Lawn Maintenance & Trash Removal- 180 Ni	\$320.00	\$0.00	\$320.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-19	Lawn Maintenance & Trash Removal- 174-1	\$650.00	\$0.00	\$650.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-21	Lawn Maintenance & Trash Removal- 336-3	\$205.00	\$0.00	\$205.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-23	Lawn Maintenance & Trash Removal- Johns	\$760.00	\$0.00	\$760.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-26	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00	\$490.00
Silagy Contracting, LLC.	1/19/2021	12/28/2020	8593	Snow Plowing Services - Various- 12/16 thr	\$11,020.00	\$0.00	\$11,020.00
Silagy Contracting, LLC.	1/19/2021	12/28/2020	8588	Snow Salting Services - Various- 12/17/2020	\$3,404.00	\$0.00	\$3,404.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-6	Lawn Maintenance & Trash Removal- 292 MI	\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-11	Lawn Maintenance & Trash Removal- 405-4	\$165.00	\$0.00	\$165.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-12	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00	\$240.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-13	Lawn Maintenance & Trash Removal- 51 Cre	\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-18	Lawn Maintenance & Trash Removal- 80 Bay	\$320.00	\$0.00	\$320.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-20	Lawn Maintenance & Trash Removal- 34-36 C	\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-22	Lawn Maintenance & Trash Removal- 1054-	\$195.00	\$0.00	\$195.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-24	Lawn Maintenance & Trash Removal- 574 Co	\$240.00	\$0.00	\$240.00
Silagy Contracting, LLC.	1/19/2021	12/15/2020	8524-25	Lawn Maintenance & Trash Removal- 558 Co	\$275.00	\$0.00	\$275.00
Silagy Contracting, LLC.	1/19/2021	12/28/2020	8590	Snow Salting Services - Various- 12/18/2020	\$3,404.00	\$0.00	\$3,404.00
Silagy Contracting, LLC.	1/19/2021	1/11/2021	8621	Emergency Services - 199 Stegman Street	\$7,600.00	\$0.00	\$7,600.00
Totals for Silagy Contracting, LLC.: 30 invoice(s) listed.					\$32,803.00	\$0.00	\$32,803.00
STAPLES CREDIT PLAN							
STAPLES CREDIT PLAN	1/19/2021	1/5/2021	December 2020	Miscellaneous Office Supplies - December 20	\$1,642.91	\$0.00	\$1,642.91
Totals for STAPLES CREDIT PLAN: 1 invoice(s) listed.					\$1,642.91	\$0.00	\$1,642.91
Target Fire Protection							
Target Fire Protection	1/19/2021	1/11/2021	10955	The Glycol Antifreeze Inspection at 292 MLK	\$259.90	\$0.00	\$259.90
Totals for Target Fire Protection: 1 invoice(s) listed.					\$259.90	\$0.00	\$259.90
TOSHIBA FINANCIAL SERVICES							
TOSHIBA FINANCIAL SERVICES	1/19/2021	1/7/2021	5013377661	Payment for Copier Lease - January 2020	\$1,340.01	\$0.00	\$1,340.01

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	1/19/2021	12/27/2020	202106850	Annual Site Remediation Fee - Berry Lane Pa	\$880.00	\$0.00		\$880.00
				Totals for TREASURER - STATE OF NEW JERSEY: 1 invoice(s) listed.	\$880.00	\$0.00		\$880.00
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	1/19/2021	12/31/2020	December 2020	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
UNITED WAY OF HUDSON COUNT	1/19/2021	10/31/2020	October 2020	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY: 2 invoice(s) listed.	\$9,583.34	\$0.00		\$9,583.34
VERIZON								
VERIZON	1/19/2021	12/23/2020	9869865930	Agency Cell Phone Bill - December 2020	\$187.66	\$0.00		\$187.66
				Totals for VERIZON: 1 invoice(s) listed.	\$187.66	\$0.00		\$187.66
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	1/19/2021	12/15/2020	216359597	Office Supplies	\$148.08	\$0.00		\$148.08
				Totals for W. B. MASON CO., INC.: 1 invoice(s) listed.	\$148.08	\$0.00		\$148.08
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	1/19/2021	1/4/2021	20-00085-01047	CFO Services Rendered	\$7,500.00	\$0.00		\$7,500.00
Wielkotz & Company, LLC.	1/19/2021	1/6/2021	20-00085-01053	CFO Services Rendered	\$5,550.00	\$0.00		\$5,550.00
				Totals for Wielkotz & Company, LLC.: 2 invoice(s) listed.	\$13,050.00	\$0.00		\$13,050.00
WILLIAM J. GUARINI, INC.								
WILLIAM J. GUARINI, INC.	1/19/2021	12/31/2020	WO-4009	292 MLK Hot Water Sensor Cleaned and Test	\$330.00	\$0.00		\$330.00
				Totals for WILLIAM J. GUARINI, INC.: 1 invoice(s) listed.	\$330.00	\$0.00		\$330.00
XEROX CORPORATION								
XEROX CORPORATION	1/19/2021	1/9/2021	December 2020	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00		\$191.27

Jersey City Redevelopment Agency
Cash Requirements Report

GRAND TOTALS:	\$343,348.74	\$0.00	\$343,348.74
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Jersey City Redevelopment Agency

Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (1/19/2021)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	1/19/2021	12/29/2020	0273062	Engineering Services - Bayfront Redevelopment	\$2,621.25	\$0.00		\$2,621.25
CME ASSOCIATES	1/19/2021	12/17/2020	0272246	Engineering Services - Bayfront Redevelopment	\$8,203.75	\$0.00		\$8,203.75
				<i>Totals for CME ASSOCIATES:</i>	<i>\$10,825.00</i>	<i>\$0.00</i>		<i>\$10,825.00</i>
MATRIX DESIGN GROUP, INC								
MATRIX DESIGN GROUP, INC	1/19/2021	12/14/2020	28687	Bulkhead Consulting Svcs - Bayfront	\$1,125.00	\$0.00		\$1,125.00
				<i>Totals for MATRIX DESIGN GROUP, INC:</i>	<i>\$1,125.00</i>	<i>\$0.00</i>		<i>\$1,125.00</i>
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	1/19/2021	12/28/2020	177470	Legal Services - Bayfront/Honeywell	\$6,007.00	\$0.00		\$6,007.00
				<i>Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:</i>	<i>\$6,007.00</i>	<i>\$0.00</i>		<i>\$6,007.00</i>
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	1/19/2021	11/30/2020	27353	Financial Advisory Services- Bayfront Redeve	\$2,587.50	\$0.00		\$2,587.50
NW FINANCIAL GROUP, LLC	1/19/2021	12/10/2020	27433	Financial Advisory Services- Bayfront Redeve	\$2,185.00	\$0.00		\$2,185.00
				<i>Totals for NW FINANCIAL GROUP, LLC:</i>	<i>\$4,772.50</i>	<i>\$0.00</i>		<i>\$4,772.50</i>
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	1/19/2021	12/11/2020	77960.02.0-8	Architectural Services - Bayfront Redevelopm	\$4,356.00	\$0.00		\$4,356.00
				<i>Totals for Perkins Eastman Architects DPC:</i>	<i>\$4,356.00</i>	<i>\$0.00</i>		<i>\$4,356.00</i>
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	1/19/2021	1/5/2021	20.627.12	Environmental Services - Bayfront I	\$1,230.00	\$0.00		\$1,230.00
				<i>Totals for POTOMAC-HUDSON ENVIRONMENTAL I:</i>	<i>\$1,230.00</i>	<i>\$0.00</i>		<i>\$1,230.00</i>
Stock Development Group, Inc.								
Stock Development Group, Inc.	1/19/2021	12/30/2020	E-223	Monthly Management Services - Bayfront	\$6,000.00	\$0.00		\$6,000.00
Stock Development Group, Inc.	1/19/2021	12/30/2020	E-222	Monthly Management Services - Bayfront	\$6,500.00	\$0.00		\$6,500.00
				<i>Totals for Stock Development Group, Inc.:</i>	<i>\$12,500.00</i>	<i>\$0.00</i>		<i>\$12,500.00</i>
SWA/Balsley Lanscape Architects								
SWA/Balsley Lanscape Architects	1/19/2021	12/24/2020	930	Professional Landscape/Architectural Svcs- Be	\$20,055.00	\$0.00		\$20,055.00
SWA/Balsley Lanscape Architects	1/19/2021	8/24/2020	857	Professional Landscape/Architectural Svcs- Be	\$12,535.68	\$0.00		\$12,535.68
				<i>Totals for SWA/Balsley Lanscape Architects:</i>	<i>\$32,590.68</i>	<i>\$0.00</i>		<i>\$32,590.68</i>
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	1/19/2021	1/6/2021	21-00085-01054	CFO Services Rendered - Bayfront	\$2,250.00	\$0.00		\$2,250.00
				<i>Totals for Wielkotz & Company, LLC.:</i>	<i>\$2,250.00</i>	<i>\$0.00</i>		<i>\$2,250.00</i>
GRAND TOTALS:					\$75,656.18	\$0.00		\$75,656.18

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (1/19/2021)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AWARDED
CONTRACTS TO SILAGY CONTRACTING, LLC AND PATON
BROS, LLC FOR SALTING AND SNOW REMOVAL SERVICES
AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS
REDEVELOPMENT AREAS**

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns various properties within the City of Jersey City; and

WHEREAS, in order to maintain its properties, from time to time the Agency requires salting and snow removal services, including but not limited to salting sidewalks, clearing walkways, plowing, and all other related services that the Agency deems necessary or desirable in connection with snow and cold weather events (the "Salting and Snow Removal 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, based on previous contract awards for the Salting and Snow Removal Services, the aggregate total cost to obtain the Salting and Snow Removal Services for the term established herein is anticipated to be less than the LPCL bid threshold of \$44,000; and

WHEREAS, therefore, pursuant to the LPCL, the Agency solicited quotes for the Salting and Snow Removal Services and, in order to ensure appropriate coverage, the Agency desires to award contracts to two (2) vendors; and

WHEREAS, Silagy Contracting, LLC ("Silagy") submitted a quote for performance of the Salting and Snow Removal Services, a copy of which is on file with the Agency (the "Silagy Quote"); and

WHEREAS, Paton Bros, LLC ("Paton") submitted a quote for performance of the Salting and Snow Removal Services, a copy of which is on file with the Agency (the "Paton Quote"); and

WHEREAS, the Agency reviewed the Silagy Quote and Paton Quote and finds the rates, tasks and effort outlined therein to be reasonable and the prices fair and equitable; and

WHEREAS, from December 16, 2020 to December 18, 2020, a snow event occurred which required performance of Salting and Snow Removal Services; and

WHEREAS, in accordance with the rates set forth in the Silagy Quote, from December 16, 2020 to December 18, 2020 Silagy performed necessary Salting and Snow

Removal Services at various Agency-owned properties, including removal of snow and two occurrences of salting, as further described in Invoice 8593, Invoice 8590 and Invoice 8588, copies of which are on file with the Agency (together, the "**Silagy Invoices**"), for a total amount of Seventeen Thousand One Hundred Dollars (\$17,100.00); and

WHEREAS, the Agency desires to authorize Silagy's performance of the Salting and Snow Removal Services from December 16, 2020 to December 18, 2020, and to award a contract to Silagy for Salting and Snow Removal Services at the Agency-owned properties set forth on **Schedule A** attached hereto, for a period commencing retroactively on November 11, 2020 and expiring on September 30, 2021 in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), which amount shall include the work described in the Silagy Invoices and shall be payable in accordance with the rates set forth in the Silagy Quote; and

WHEREAS, the Agency desires to award a contract to Paton for Salting and Snow Removal Services at the Agency-owned properties set forth on **Schedule B** attached hereto, for a period commencing on January 20, 2021 and expiring on September 30, 2021 in an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00), which shall be payable in accordance with the rates set forth in the Paton Quote; and

WHEREAS, the Agency hereby certifies it has funds available to compensate Silagy and Paton for the Salting and Snow Removal Services,

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 approves the Silagy Invoices for Salting and Snow Removal Services performed in December 2020 and awards a contract for Salting and Snow Removal Services to Silagy for an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), based on the terms and conditions of the Agency's form agreement and payable at the rates set forth in the Silagy Quote for a term commencing retroactively on November 11, 2020 and expiring on September 30, 2021.

Section 3. The Board of Commissioners hereby awards a contract for Salting and Snow Removal Services to Paton for an amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00), based on the terms and conditions of the Agency's form agreement and payable at the rates set forth in the Paton Quote for a term commencing on January 20, 2021 and expiring on September 30, 2021.

Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contracts awarded herein,

together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency, in consultation with counsel.

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 other documents 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 January 19, 2021.



Diana H. Jeffrey, Secretary

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

SCHEDULE A
SILAGY PROPERTY LIST

Property Address
408-420 Communipaw Avenue, Jersey City, NJ
284 Martin Luther King Jr. Drive, Jersey City, NJ
326-330 Martin Luther King Jr. Drive, Jersey City, NJ
292 Martin Luther King Jr. Drive, Jersey City, NJ
53 Martin Luther King Jr. Drive, Jersey City, NJ
204 Stegman Street, Jersey City, NJ
92-94 Stegman Street, Jersey City, NJ
199 Stegman Street, Jersey City, NJ
97-99 Dwight Street, Jersey City, NJ
185 Dwight Street, Jersey City, NJ
550 Johnston Avenue, Jersey City, NJ
Johnston Avenue Between Monitor Street and Pine Street, Jersey City, NJ
1054-1068 Garfield Avenue, Jersey City, NJ
199 Woodward Street, Jersey City, NJ
336-340 Martin Luther King Jr. Drive, Jersey City, NJ
350 Washington Street, Jersey City, NJ
558 Communipaw Ave, Jersey City, NJ
612-616 Communipaw & 91-93 Harrison Ave, Jersey City, NJ
2 Second Street, Jersey City, NJ
468-480 Manila Ave (Parking Lot), Jersey City, NJ
8 Aetna Street, Jersey City, NJ
26 Aetna Street, Jersey City, NJ
36-44 Aetna Street, Jersey City, NJ
36-44 Aetna Street, Jersey City, NJ

SCHEDULE B
PATON PROPERTY LIST

Property Address
84 Sip Avenue, Jersey City, NJ
51 Crescent Avenue, Jersey City, NJ
574 Communipaw Avenue (Including Rear of Building), Jersey City, NJ
34-36 Center Street, Jersey City, NJ
405-407 Ocean Avenue, Jersey City, NJ
665 Ocean Avenue, Jersey City, NJ