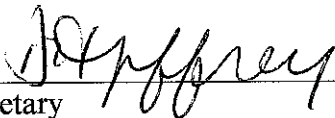


**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE SPECIAL REMOTE PUBLIC
MEETING OF FEBRUARY 22, 2021**

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 March 16, 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 THE SPECIAL REMOTE PUBLIC
MEETING OF FEBRUARY 23, 2021**

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 March 16, 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
MINUTES OF EXECUTIVE SESSION OF THE
SPECIAL REMOTE PUBLIC MEETING FEBRUARY
23, 2021**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of February 23, 2021; 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 February 23, 2021 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 March 16, 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 EXTENDING THE DESIGNATION OF BRP DEVELOPMENT GROUP AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED SUBLOTS 25 AND 31 (FORMERLY 15 AND 21) A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City finally adopted an ordinance authorizing public financing for the acquisition of 70 acres of development parcels and construction of public infrastructure for the initial phase(s) of the redevelopment;

WHEREAS, Phase I consists of portions of Block 21901.01, Lots 4, 5 and 6 (the “**Phase I Development Area**”); and

WHEREAS, in connection with the redevelopment of Phase I Development Area, the City entered into a certain Cooperation Agreement with the Jersey City Redevelopment Agency (the “**Agency**”) pursuant to which the Agency developed and issued a Request for Proposals for the Acquisition and Development of the Phase I Development Area within the Bayfront I Redevelopment Area on June 3, 2019 (the “**RFP**”); and

WHEREAS, in furtherance of the collective goals and based on the criteria set forth in the RFP and a thorough analysis of the respective proposals, it was unanimously determined and recommended by the Bayfront Advisory Committee and Agency staff that the redevelopment of the Phase I Development Area of Bayfront be awarded to two developers in order to meet all objectives; and

WHEREAS, on June 16, 2020, the Agency adopted Resolution 20-06-03 conditionally designating BRP Development Group (the “**Redeveloper**”) as the developer for proposed sublots 25 and 31 (formerly 15 and 21) (the “**Project Site**”) for a period ending December 31, 2020, with an optional ninety (90) day extension in the sole discretion of the Executive Director, which extension was granted; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until July 31, 2021, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of sixty (60) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Project Site,

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

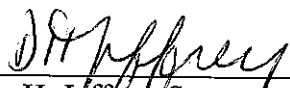
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Project Site previously granted to Redeveloper is hereby extended until July 31, 2021, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Project Site.

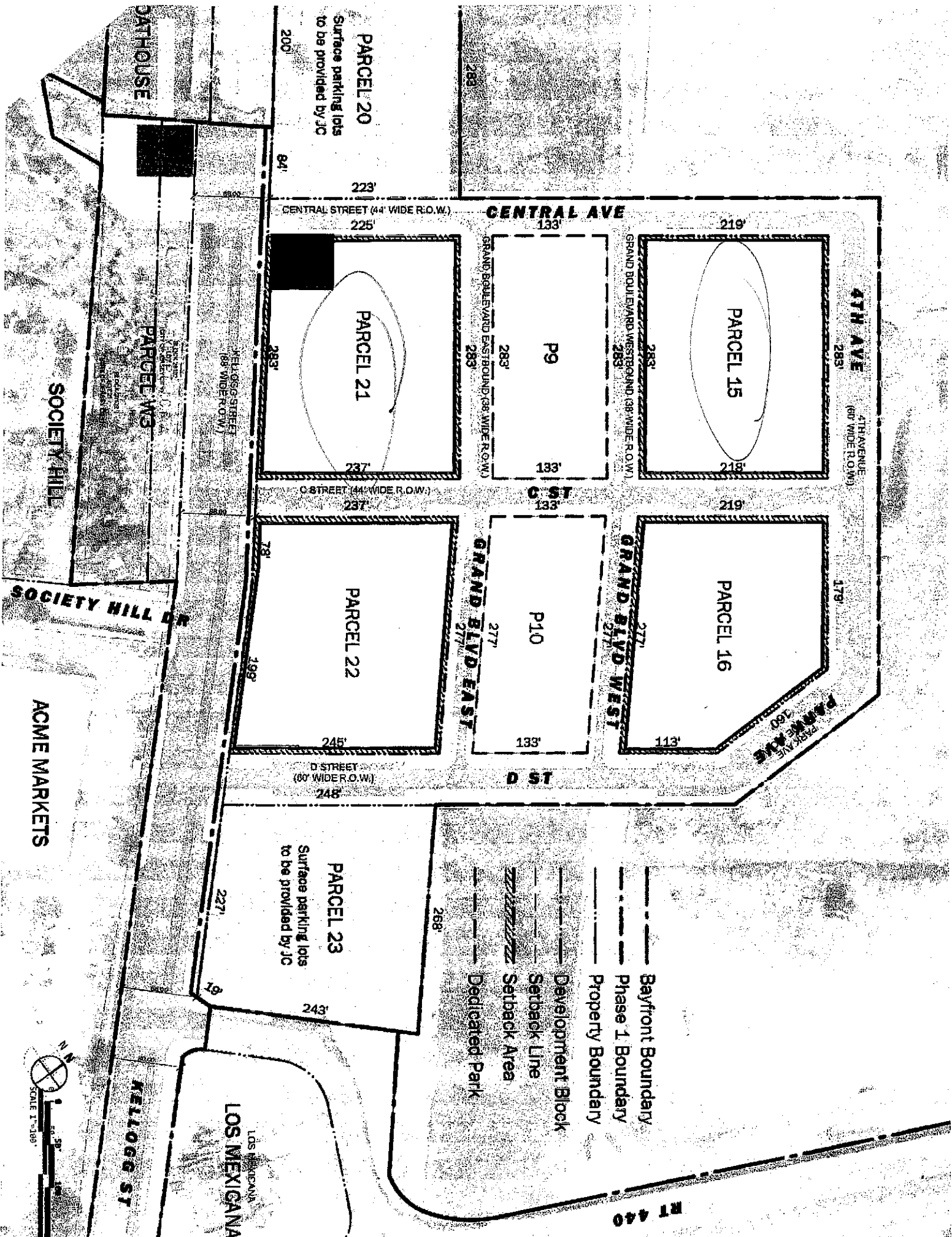
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 March 16, 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 PENNROSE, LLC AND OMNI AMERICA, LLC AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED SUBLOTS 26 AND 32 (FORMERLY 16 AND 22) A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City finally adopted an ordinance authorizing public financing for the acquisition of 70 acres of development parcels and construction of public infrastructure for the initial phase(s) of the redevelopment; and

WHEREAS, Phase I consists of portions of Block 21901.01, Lots 4, 5 and 6 (the “**Phase I Development Area**”); and

WHEREAS, in connection with the redevelopment of Phase I Development Area, the City entered into a certain Cooperation Agreement with the Jersey City Redevelopment Agency (the “**Agency**”) pursuant to which the Agency developed and issued a Request for Proposals for the Acquisition and Development of the Phase I Development Area within the Bayfront I Redevelopment Area on June 3, 2019 (the “**RFP**”); and

WHEREAS, in furtherance of the collective goals and based on the criteria set forth in the RFP and a thorough analysis of the respective proposals, it was unanimously determined and recommended by the Bayfront Advisory Committee and Agency staff that the redevelopment of the Phase I Development Area of Bayfront be awarded to two developers in order to meet all objectives; and

WHEREAS, on June 16, 2020, the Agency adopted Resolution 20-06-04 conditionally designating the joint venture known as Bayfront Development Partners, LLC, between Pennrose, LLC, and Omni America, LLC (collectively, and only collectively, the “**Redeveloper**”) as the developer for proposed sublots 26 and 32 (formerly 16 and 22) (the “**Project Site**”) for a period ending December 31, 2020, with an optional ninety (90) day extension in the sole discretion of the Executive Director, which extension was granted; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until May 31, 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 Project Site,

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 Project Site previously granted to Redeveloper is hereby extended until May 31, 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 Project Site.

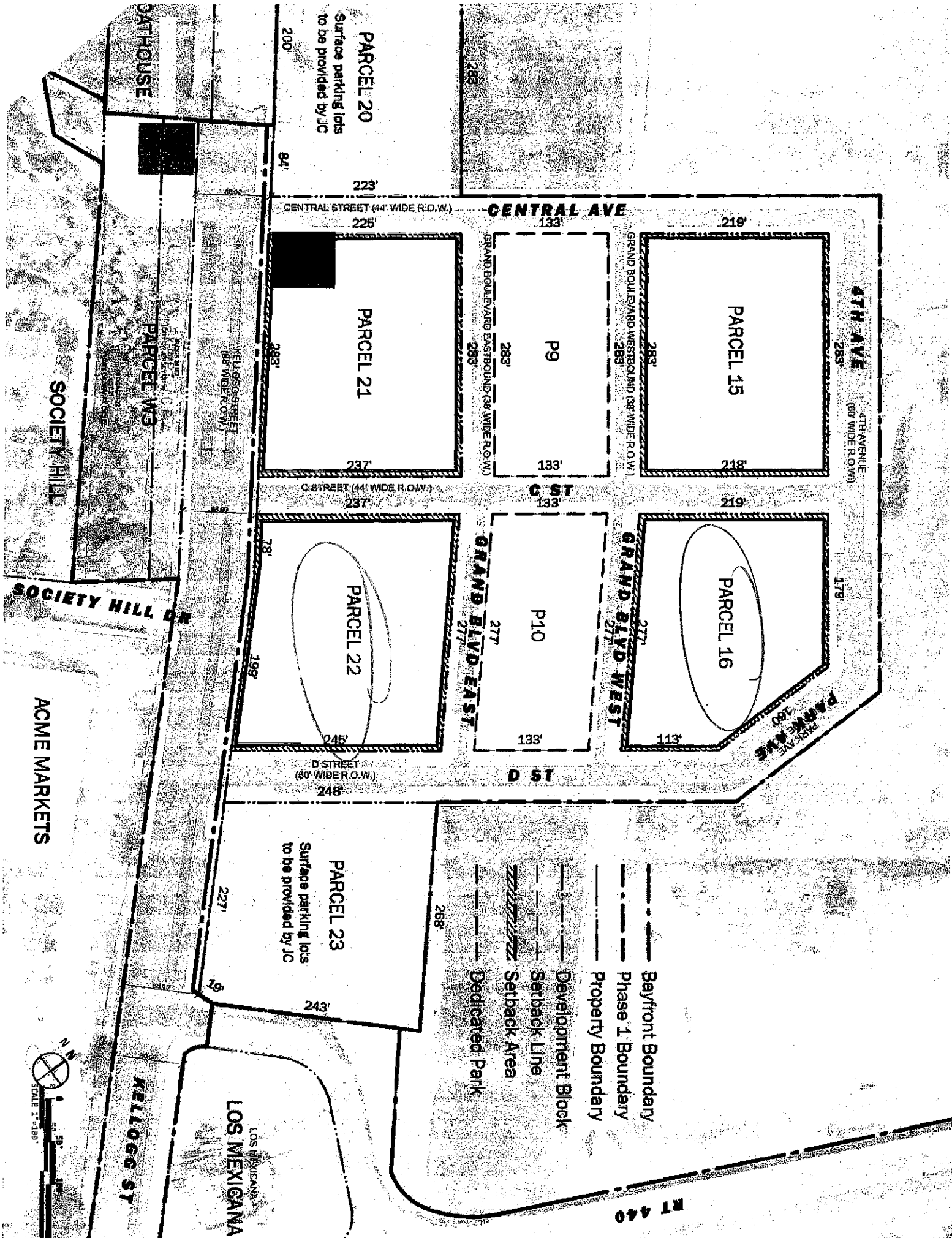
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 March 16, 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 AWARDDING CONTRACT NO. 20-12-MPN8 TO JOSEPH M. SANZARI, INC. FOR THE PHASE 1A SURCHARGE PROGRAM WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City finally adopted an ordinance (the “**City Ordinance**”) authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the “**Phase I Public Infrastructure**”); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4, the Agency is acting as the City’s agent in connection with the redevelopment of the Redevelopment Area and is assisting in the procurement and implementation of the Phase I Public Infrastructure; and

WHEREAS, in connection with the Phase I Public Infrastructure, it was necessary to procure a construction firm to conduct certain site preparation work known as “surcharge”, and in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) on December 9, 2020 the Agency issued a solicitation for bids (the “**Bid Solicitation**”) for the Bayfront I Redevelopment – Phase 1A Surcharge Program (the “**Surcharge Project**”); and

WHEREAS, in response to the Bid Solicitation, on February 25, 2021, the Agency conducted a live virtual bid opening and received sixteen (16) bids from interested construction firms; and

WHEREAS, the Agency previously retained CME Associates (“**CME**”) to assist in the preparation and review of the Bid Solicitation for the Surcharge Project, and having reviewed all of the bids received by the Agency in connection with the Surcharge Project, CME determined that the bid proposal (the “**Bid**”) from Joseph M. Sanzari, Inc. of Hackensack, New Jersey (“**Sanzari**”) for an amount not to exceed Four Million Four Hundred Fifty-Eight Thousand Ninety and 00/100 Dollars (\$4,458,090.00) was the lowest responsible bid, and CME recommends that the Agency award the contract to Sanzari; and

WHEREAS, per the Bid Solicitation, the time for completion of the Surcharge Project shall be up to Three Hundred Forty-Five (345) days from the issuance of the Notice to Proceed, which completion is necessary to allow the next steps for the Phase I Public Infrastructure; and

WHEREAS, the Agency has determined that the Bid from Sanzari was the lowest responsible bid and wishes to award Contract No. 20-12MPN8 “Bayfront 1 Redevelopment – Phase 1A, Surcharge Program” to Sanzari (the “**Contract**”) to perform the Surcharge Project; and

WHEREAS, the Agency hereby certifies that funds are available for the Contract,

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

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

Section 2. The Board of Commissioners hereby authorizes the Agency to enter into the Contract with Sanzari for the construction of the Surcharge Project in an amount not to exceed Four Million Four Hundred Fifty-Eight Thousand Ninety and 00/100 Dollars (\$4,458,090.00).

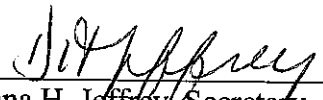
Section 3. Upon certification by an employee or agent of the Agency authorized to administer the Contract that the services have been performed and that the requirements of the Contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, *N.J.S.A. 40A:5-1 et seq.*

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

Section 5. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the agreement with the Sanzari and this resolution, all in accordance with the LPCL.

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 March 16, 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				✓

Bid Tabulation Sheet
JCRA Contract No. 20-12-MPN8
Bayfront Phase I - Surcharge Program

NAME	AMOUNT	NAME	AMOUNT
11 Enviro Group NY, NY		Montana Construction Lodi, NJ	6,459,591.50
Atlantic Lining Easthampton, NJ		Monti United Const. New Hyde Park, NY	
		Mount Construction Berlin NJ	10,948,631.00
D'Amunzio & Sons South Plainfield, NJ	9,877,000.00	New York Asphalt Staten Island NY	7,495,893.80
Barbella Const. Services Somerville, NJ		New York Concrete Staten Island, NY	9,000,000.00
Bond Civil & Utility Medford, NJ	8,524,279.42	Perfetto Enterprises Staten Island, NY	
Carbro Construction Hillsboro, NJ	7,12,587.50	Persident Construction, Inc Fairview, NJ	4,866,100.00
Clean Earth Co. Hatboro, PA		Pillari Bros Const Farmingdale, NJ	6,110,615.00
Colonnelli Bros. Hackensack, NJ		Posillico Civil Farmingdale, NY	
Conti Enterprises Edison, NJ	8,651,442.00	Railroad Const. Paterson, NJ	
DMR Construction Waldwick, NJ		Russel Reid Co Keasbey, NJ	
Flanagan's Contracting Hillsborough, NJ		Reivax Contracting Bridgewater, NJ	603.540.00
J Fletcher Creamer Hackensack, NJ		Joe M Sanzari Hackensack, NJ	4,458,340.00
Grade Construction Paterson, NJ	5,772,305.35	Underground Utilities London, NJ	8,861,530.00
Wm Guarini Jersey City, NJ		Union Paving & Const. Mountainside, NJ	
Geo Harms Howell, NJ		Vollers Excavating & Const. North Branch, NJ	
Kyle Conti Const Hillsborough, NJ	6,106,106.00	Timothy Weniger Piscataway, NJ	
JP Mascaro Audubon, PA		T C M O Construction 22 Howard Blvd	7,982,999.00
MLJ Contracting Whiteston, NY			

PLAT MAP OF INDUSTRIAL AND COMMERCIAL DEVELOPMENT
JANUARY 1964
JOHN J. KELLOGG, INC.

NEW JERSEY STATE HIGHWAY ROUTE 440
 (1 1/2 MILE R.O.W.)

GRAND BOULEVARD WESTBOUND
 (100' WIDE R.O.W.)

GRAND BOULEVARD EASTBOUND
 (80' WIDE R.O.W.)

CENTRAL STREET
 (80' WIDE R.O.W.)

KELOGG STREET
 (80' WIDE R.O.W.)

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT NO. 19-05-MPN12 WITH CME ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City finally adopted an ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "**Phase I Public Infrastructure**"); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4, the Jersey City Redevelopment Agency (the "**Agency**") is acting as the City's agent in connection with the redevelopment of the Redevelopment Area and is assisting in the procurement and implementation of the Phase I Public Infrastructure; and

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency required professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related services (the "**Engineering Services**"); and

WHEREAS, by Resolution 19-05-05 dated May 21, 2019 the Board of Commissioners of the Agency previously authorized Contract 19-05-MPN12 with CME Associates ("**CME**") (the "**Original Contract**"), as reauthorized pursuant to *N.J.S.A. 40A:11-15* by Resolution 20-05-3 adopted on May 19, 2020; and

WHEREAS, the Original Contract was subsequently amended by Resolution 20-07-1 adopted July 21, 2020 to allow for the inclusion of geotechnical surcharge analysis/bid phase engineering services and preparation of Open Space Design Standard conformance drawings, as required under the Bayfront Consent Decrees, which brought the total contract amount to \$630,578.00 (the "**First Amendment**"); and

WHEREAS, the Agency now desires to amend the contract with the CME to include: completion of the bid phase work and performance of construction administration for the Bayfront Surcharge Program, the submission of the Phase I Public Infrastructure package to the New Jersey Environmental Infrastructure Trust with the NJDEP and completion of certain concept submissions to the NJDEP, all as set forth in the proposal from CME dated March 11, 2021 (the "**Proposal**"), for an additional amount not to exceed \$708,692.95 (together, the "**Second Amendment**"); and

WHEREAS, except as expressly authorized herein, or as modified by prior amendments, all other terms and conditions of the Original Contract shall remain the same; and

WHEREAS, in accordance with the *N.J.S.A. 40A:11-5(1)(a)(i)*, the Engineering Services, as amended and supplemented by the Proposal, are professional services exempt from public bidding; and

WHEREAS, the Agency has sufficient funds available to satisfy the obligations set forth herein;
and

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

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

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

Section 2. The Board of Commissioners hereby authorizes the Second Amendment to Contract 19-05-MPN12 with CME, for the performance of the Engineering Services as amended and supplemented by the Proposal, for an additional amount not to exceed \$708,692.95.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the Second Amendment, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

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



March 11, 2021

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

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

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

Attn: Diana Jeffrey
Executive Director

RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12
Our File No.: PJC00503.01

Dear Ms. Jeffrey:

Pursuant to the Jersey City Redevelopment Agency's (JCRA) request, we have prepared the following proposal to address out of scope tasks that our office has been directed to complete. Please find a description, and our estimated cost to complete same outlined below.

With regard to the geotechnical surcharge work, to-date our office has advanced the work to final design, issued final contract drawings, and specifications and contract documents. We have performed various bid phase services relating to attendance at the pre-bid conferences/site tours, issuing general clarifications and addenda addressing prospective bidders questions, attendance at the bid opening, and commenced with the review of the bid document submissions. We anticipate the following additional tasks with regard to bid phase and construction administration services:

- Task 1: Geotechnical Services – Office;
- Task 2: Instrument Installation;
- Task 3: Earthwork Monitoring;
- Task 4: Civil Office Work.

We anticipate the above geotechnical surcharge tasks to perform these services can be provided for \$647,692.95. Please note, the above services are based on an anticipated placement period for both roadway embankment and surcharge embankment of less than three (3) months, and a minimum rest period of five (5) months after total completion of the roadway and surcharge embankment construction. The height of surcharge and/or the extent of the maintenance rest period may be modified if required by the results of monitoring. The time for completion may be modified based on the monitoring results. Should the time for completion be modified, any overages and extra hours will be billed per our hourly rate schedule.



To: Ms. Jeffrey
March 11, 2021
Page 2

With regard to the New Jersey Department of Environmental Protection (NJDEP) submissions, to-date our office has made various submissions for the EIT funding and permit revisions. We anticipate the following additional tasks with regard to design services:

Task 1: NJDEP EIT Submission;

Task 2: NJDEP Concept Submission/Address NJDEP Comments/Final Design Submission.

We anticipate the above NJDEP submission tasks to perform these services can be provided for \$61,000.00. Please note, the above services are based on the NJDEP approving the previously submitted permit revision concept. Should they have additional comments or requested revisions, any overages and extra hours will be billed per our hourly rate schedule.

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the additional remaining design, and bid and construction administration tasks for the above referenced project:

- | | | |
|----|--|---------------|
| 1. | Provide Surcharge Program Bid and Construction Administration Phase Services | \$ 647,692.95 |
| 2. | NJDEP EIT Submission | \$ 25,000.00 |
| 3. | NJDEP Concept Submission/Address NJDEP Comments/Final Design Submission | \$ 36,000.00 |

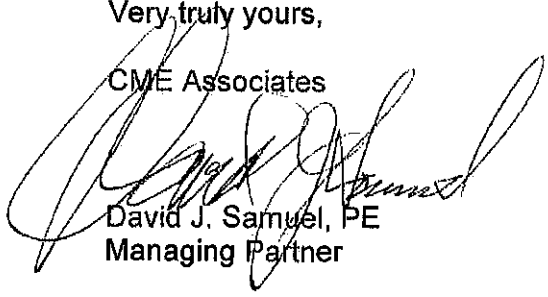
Our office recommends an amendment of our contract, as our office continues with the design, and surcharge program bid and construction administration phase services for this project.

The remaining services and terms of our proposal would remain in effect.

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

Very truly yours,

CME Associates


David J. Samuel, PE
Managing Partner

DJS/RJR/NH/RER

cc: Christopher Fiore, Assistant Executive Director, JCRA
Mary Pat Noonan, Sr. Project Manager, JCRA

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING PROFESSIONAL SERVICES CONTRACT NO. 20-04-CF1 WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR ENVIRONMENTAL SERVICES AT CERTAIN PROPERTY IDENTIFIED AS BLOCK 15801, LOT 70, COMMONLY KNOWN AS 317 SKINNER MEMORIAL DRIVE, WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

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

WHEREAS, the City owns certain property located within the Redevelopment Area identified as Block 15801, Lot 70, commonly known as 317 Skinner Memorial Drive (“**Lot 70**”); and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City in accordance with the Redevelopment Law, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency and 8 Aetna LLC are parties to that certain Redevelopment Agreement dated December 18, 2019 for the redevelopment of certain properties within the Redevelopment Area, including Lot 70; and

WHEREAS, pursuant to City Ordinance 19-013 finally adopted on February 5, 2019, the City is authorized to and intends to transfer certain parcels, including Lot 70, to the Agency for the purpose of aiding and cooperating in the undertaking of the redevelopment projects in the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency requires certain professional environmental services at the Properties, including a Phase I Site Assessment for Lot 70 (the “**Environmental Services**”) in order to maintain federal liability protections and thus preserve the ability use Environmental Protection Agency grant funding (assessment and RLF) prior to the Agency’s acquisition of the Properties; and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the Agency and BRS entered in Contract No. 20-04-CF1 (“**2020 Contract**”) with Brownfield Redevelopment Solutions, Inc. (the “**BRS**”) to perform the Environmental Services as authorized on April 1, 2020 by Resolution No. 20-SP04-3; and

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

WHEREAS, on February 23, 2021, BRS submitted an updated proposal to the Agency (the “**Proposal**”) describing the ongoing due diligence being performed at Lot 70 and the status of BRS’s performance of the Environmental Services and setting forth the remaining Environmental Services to be performed under the 2020 Contract including the completion of the Phase I Site Assessment for Lot 70 only; and

WHEREAS, pursuant to *N.J.S.A.* 19:44A-20.4 *et seq.*, by Resolution No. 20-08-2 adopted on August 18, 2020 the Agency qualified BRS to perform environmental services in all project areas; and

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

WHEREAS, the Agency wishes to reauthorize and amend the 2020 Contract with BRS to complete the Environmental Services at Lot 70 as set forth in the Proposal, which includes updating certain information relative to finalizing the Phase 1 Assessment, for a total contract amount not to exceed \$2,700, which amount includes the remaining balance on the 2020 Contract of \$2,250.00 and an additional amount of \$450.00 for the continuation and completion of Environmental Services, to be paid in accordance with the rates set forth in the Proposal, for a term to expire no later than one (1) year after the effective date of the reauthorized, or upon completion of the Environmental Services, whichever is earlier; and

WHEREAS, the Agency certifies that it has funds available for such costs through 2016 Hazardous Substances Assessment Grant, BF 96273700, awarded to the Agency by the U.S. Environmental Protection Agency; and

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

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

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

Section 2. The Board of Commissioners hereby reauthorizes and amends the 2020 Contract for the continued performance of certain Environmental Services as set forth in the Proposal for a total contract amount not to exceed \$2,700.00, and for a term to expire upon the completion of the Environmental Services at Lot 70 only, but no later than one (1) year after the effective date of such agreement, in accordance with terms and conditions set forth in the Agency’s form professional services agreement and the Proposal.

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein,

together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

Section 4. This resolution shall take effect immediately.

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



February 23, 2021

Mr. Chris Fiore
Jersey City Redevelopment Agency
66 York St 3rd Floor
Jersey City, New Jersey 07302

Via email: FioreC@icnj.org

Re: Grand Jersey – Pre-Acquisition Due Diligence Grand Jersey Sites – Lot 70

Dear Mr. Fiore,

Per our prior discussions and continuation of efforts associated with Contract 20-04-CF1, BRS is pleased to provide you with this proposal for the above referenced project. In order to maintain federal liability protections and thus preserve the ability to use EPA grant funding (assessment and RLF), appropriate due diligence must be conducted prior to the JCRA taking title of City-owned properties. Such due diligence is comprised of completing a Phase I site assessment 180 days prior to the property transfer from the City of Jersey City to the JCRA on the following parcels:

SITE	STREET ADDRESS	CURRENT BLOCK / LOT
Triangle next to Jersey Auto Wreckers Acreage: 0.84	317 SKINNER MEM DRIVE	Block 15801 Lot 70

It should be noted that the Phase I effort may be able to be funded by the existing JCRA EPA assessment grants. BRS will vet this possibility with EPA.

SCOPE OF WORK

BRS will perform a Phase I assessment at the site in compliance with the All Appropriate Inquiries Final Rule at 40 CFR Part 312. The ASTM "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment" (E1527-13) will be followed, to ensure compliance with the provisions of the rule. BRS will coordinate with JCRA to ensure that the report is finalized prior to JCRA taking title to the property.

The following major components of the Phase I work will include:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
LEASE AGREEMENT WITH SWEETS 4 MILES AT AGENCY-
OWNED PROPERTY IDENTIFIED AS BLOCK 23202, LOT 79,
COMMONLY KNOWN AS 292 MARTIN LUTHER KING DRIVE,
WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

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

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) owns that certain property located within the Redevelopment Area identified on the official Tax Maps of the City as Block 23202, Lot 79, commonly known as 292 Martin Luther King Drive (the “**Land**”); and

WHEREAS, the Agency and Sweets 4 Miles (principal Monique Johnson) (the “**Tenant**”) seek to enter into a commercial lease agreement, a copy of which is on file with the Agency (the “**Lease Agreement**”) allowing the Tenant to lease the ground floor retail space located on the Land for an initial term of three (3) years commencing on April 1, 2021 and expiring on April 1, 2024 (the “**Initial Term**”); and

WHEREAS, during the Initial Term the Tenant will pay to Landlord an annual base rent of Seven Hundred Fifty Dollars (\$750.00) for the first year; Eight Hundred Fifty Dollars (\$850.00) for the second year; and One Thousand Dollars (\$1,000.00) for the third year (collectively, the “**Base Rent**”); and

WHEREAS, the Tenant may elect to extend the Initial Term of the Lease Agreement for one (1) additional term of three (3) years upon giving written notice to Landlord no later than sixty (60) days before the expiration of the Initial Term, subject to the approval by resolution of the Board of Commissioners of the Agency of the extended term and the rent amounts for such extended term,

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 Lease Agreement for Base Rent described herein and for the Initial Term, which may be extended for one (1) additional term of three (3) years upon giving written notice to Landlord no later than sixty (60) days before the expiration of the Initial Term, subject to the approval by resolution of

the Board of Commissioners of the Agency of the extended term and the rent amounts for such extended term.


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

Section 4. Upon execution of the Lease Agreement, any and all lease agreements previously entered into by and between the Agency and the Tenant shall terminate and shall be of no further force or effect.

Section 5. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all other documents necessary to effectuate this Resolution, 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 March 16, 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				✓

COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter the "**Lease**") is made as of the [1] day of [APRIL], 2021 by and between **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, having its offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "**Landlord**") and [SWEETS 4 MILES] (**principal Monique Johnson**), [a business] having an address of 292 Martin Luther King Drive, Jersey City, New Jersey 08201 (the "**Tenant**", the Landlord and the Tenant each, a "**Party**", and collectively the "**Parties**").

WITNESSETH

WHEREAS, the Landlord owns that certain property located at 292 Martin Luther King Drive, identified on the official tax map of the City of Jersey City as Block 23202, Lot 79 (the "**Land**"); and

WHEREAS, the Landlord desires to lease to the Tenant, and the Tenant desires to lease from the Landlord, the ground floor retail space located on the Land for the Term and on the terms and conditions further set forth herein.

NOW, THEREFORE, for the rents reserved, the mutual considerations herein and the Parties mutually intending to be legally bound hereby, the Landlord does demise, lease and let unto the Tenant and the Tenant does rent and take from the Landlord the Leased Premises (as defined below) and the Landlord and Tenant do hereby mutually covenant and agree as follows:

1. **DEFINITIONS AND CONSTRUCTION.** The Parties hereto agree that, unless the context otherwise specifies or requires, capitalized terms utilized herein shall have the meanings set forth in the Recitals hereto, which Recitals are incorporated herein as if set forth at length, and if not defined in the Recitals, then they shall have the meanings specified below.

Additional Rent: Except Base Rent, any and all amounts payable by the Tenant to the Landlord under this Lease, whether or not specifically designated as Additional Rent elsewhere in this Lease.

Base Rent: Has the meaning provided in Section 4 herein.

Building: Ground Floor Retail, 292 Martin Luther King Drive, Jersey City, New Jersey 07305, and any structures or improvements hereafter erected or situated wholly or partly on the Leased Premises, the foundations and footings of such structures and improvements, and any and all fixtures, equipment and machinery of every kind and nature whatsoever now or hereafter affixed or attached thereto, or now or hereafter used in connection with the operation, use or occupancy thereof, and the appurtenances thereto, but excluding therefrom articles of personal property, title to which is vested in Tenant.

Commencement Date: The date on which Tenant's obligation to pay Rent commences, which date shall occur on [**APRIL**] [**1**], 2021.

Day(s): Shall mean calendar days.

Event of Default: Has the meaning provided in Section 19 herein.

Expiration Date: [**APRIL**] [**1**], 2024, as may be extended pursuant to Section 3(b) herein.

Land: Block 23202, Lot 79 on the official tax map of the City of Jersey City, commonly known as 292 Martin Luther King Drive.

Landlord: Has the meaning provided in the preamble.

Leased Premises: Has the meaning provided in Section 2 herein.

Permitted Use: Has the meaning provided in Section 6 herein.

Rent: The sum total of Base Rent and Additional Rent.

Security Deposit: One (1) month's Base Rent.

Term: Has the meaning provided in Section 3 herein.

2. **LEASED PREMISES.** The leased premises shall consist of the Land and the Building, together with and subject to all easements, improvements, tenements, appurtenances, hereditaments, fixtures and rights and privileges appurtenant thereto (the "**Leased Premises**").

3. **TERM OF LEASE; RENEWAL.**

(a) The Landlord leases unto the Tenant and the Tenant leases from the Landlord the Leased Premises for the period beginning on the Commencement Date and terminating at 11:59 p.m. on the Expiration Date (the "**Term**").

(b) Upon giving written notice to Landlord no later than sixty (60) days before the expiration of the Term, the Tenant may renew this Lease for one (1) additional term of three (3) years (the "**Renewal Term**"), subject to the approval by resolution of the Board of Commissioners of the Agency of the extended term and the rent amounts for such extended term. The Landlord in its sole discretion may adjust the amount of Base Rent payable by Tenant for the Renewal Term. Except as otherwise provided herein, all terms contained in this Lease shall be the same during each Renewal Term.

4. **RENT AND OTHER TENANT COSTS.** Beginning on the Commencement Date, the Tenant will pay to Landlord an aggregate net annual Base Rent of seven hundred fifty dollars (\$750.00) in year one (1), eight hundred fifty dollars (\$850.00) in year two (2), and one

thousand dollars (\$1,000.00) in year three (3). The Tenant will deliver each monthly installment to the Landlord on or before the fifteenth (15th) day of each and every month during the Term at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302, or at such other place as the Landlord may later designate. The Tenant will be charged Additional Rent in the amount of Thirty-Five Dollars (\$35.00) for any late payment of Rent. In addition to paying Rent as provided herein, all water, natural gas, sewer, electricity or other public utilities (the “**Utilities**”) used upon or furnished to the Leased Premises during the Term hereof will be promptly paid by Tenant as billed and prior to delinquency. The Tenant shall arrange for direct billing and shall make direct payment for all Utilities. Except as may be otherwise specifically provided herein, the Landlord will be responsible for all other service charges related to the Leased Premises and the operation of the Leased Premises.

5. **RECOVERY OF RENT BY LANDLORD.** Except for Base Rent, all sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears. All unpaid Rent, including the Base Rent and Additional Rent, shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid.

6. **USE.** The Landlord agrees to rent to the Tenant, and the Tenant agrees to lease from the Landlord, the Leased Premises. The Tenant will use the Leased Premises only for the operation of a bakery and food preparation facility (the “**Permitted Use**”). Neither the Leased Premises nor any part of the Leased Premises will be used at any time during the Term by the Tenant for any purpose other than the Permitted Use (and any purposes related thereto). Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law. Tenant will not engage in any illegal trade or activity on or about the Leased Premises. Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants or occupants of neighboring properties.

7. **OPERATION.** The Tenant will carry on business under the name “**Sweets 4 Miles**” and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Leased Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term will continuously occupy and utilize the entire Leased Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord. The Tenant covenants that the Tenant will carry on and conduct its business upon the Leased Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority (the “**Applicable Laws**”) and will not do anything on or in the Leased Premises in contravention of any of the Applicable Laws.

8. **CONDITION OF THE LEASED PREMISES.** Tenant acknowledges that it inspected the Leased Premises, including the Building, the grounds and all improvements or other structures, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition. Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that the Tenant shall take the Leased Premises on the

Commencement Date in an "as is" condition as of such Commencement Date, without Landlord having any obligation to make any improvements or alterations therein. Tenant further acknowledges that neither the Landlord nor anyone on Landlord's behalf has made any representations or warranties with respect to the condition of the Leased Premises.

9. **FIRE, CASUALTY AND CONDEMNATION.** If any material damage to or destruction of the Leased Premises by fire or other casualty occurs during the Term that cannot be repaired within thirty (30) days from the occurrence of such casualty, or if any condemnation taking prevents the Leased Premises from being used for its intended purposes, then the Term hereby created shall, at the option of Tenant, upon written notice to the Landlord by certified mail, return receipt requested, within thirty (30) Days of such fire, casualty or condemnation, cease and become null and void from the date of such destruction or damage.

10. **COMPLIANCE WITH LAWS, RULES AND REGULATIONS.** The Tenant covenants and agrees that upon acceptance and occupancy of the Leased Premises, it will, during the Term, promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State, County and City governments and of any and all their departments and bureaus, applicable to the Leased Premises.

11. **NOTICES.** All notices, demands, requests, or approvals required or permitted to be given to the Landlord shall be given by certified mail (return receipt requested), by FedEx Express (or other nationally recognized courier service), or by hand delivery, at the address set forth in the preamble of this Lease, and/or at such other place as the Landlord shall designate in writing. All notices, demands, requests, or approvals required or permitted to be given to the Tenant shall be given by certified mail (return receipt requested), by FedEx Express (or other nationally recognized courier service), or by hand delivery, at the address set forth in the preamble of this Lease, and/or at such other place as the Tenant shall designate in writing.

12. **NON-WAIVER BY LANDLORD.** The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this Lease, or to exercise any option of the Landlord herein conferred in any one (1) or more instances, shall not be construed as a waiver by the Landlord of any of its rights or remedies by law or under this Lease and shall not be construed as a waiver, relinquishment or failure of any such covenants, conditions or options or of any of Landlord's rights with respect to any subsequent default or breach, but the same shall be and remain in full force and effect.

13. **NON-LIABILITY OF LANDLORD.** It is expressly understood and agreed by and between the Parties to this agreement that the Tenant shall assume all risk of damage to its property and/or equipment occurring in or about the Leased Premises, whatever the cause of such damage or casualty.

14. **WARRANTY OF TITLE.** Landlord represents that as of the Commencement Date, it will have title to the Leased Premises which are the subject of this Lease and that it has the full right, capacity and authority to enter into this Lease.

15. **FORCE MAJEURE.** Except for the obligation of the Tenant to pay Rent as provided in this Lease, the period of time during which the Landlord or Tenant is prevented from performing any act required to be performed under this Lease by reason of catastrophe, strikes, lockouts, civil commotion, acts of God or the public enemy, government prohibitions or preemptions, embargoes, inability to obtain material or labor by reason of governmental regulations or prohibitions, or other events beyond the reasonable control of Landlord or Tenant, as the case may be, shall be added to the time for performance of such act.

16. **STATEMENTS BY LANDLORD AND TENANT.** Landlord and Tenant agree at any time and from time to time upon not less than ten (10) Days' prior notice from the other to execute, acknowledge and deliver to the party requesting same, a statement in writing, certifying that this Lease is unmodified and in full force and effect (or, if this Lease has been modified, that the same is in full force and effect as modified and stating the modifications), that it is not in default (or if claimed to be in default, stating the amount and nature of the default) and specifying the dates on which the Rent and other charges have been paid in advance, if any; it being intended that any such statement delivered pursuant to this paragraph may be relied upon as to the facts contained therein.

17. **QUIET ENJOYMENT.** The Landlord further covenants that the Tenant, on paying the Rent and performing the covenants and conditions contained in this Lease, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the agreed Term.

18. **SURRENDER OF PREMISES.** On the Expiration Date or earlier permitted termination of the Term, Tenant shall quit and surrender the Leased Premises in good and orderly condition and repair (reasonable wear and tear and damages by the elements excepted) and shall deliver and surrender the Leased Premises to the Landlord peaceably, together with all alterations, additions and improvements in, to or on the Leased Premises made by Tenant as permitted under the Lease. Prior to the expiration of the Term, the Tenant shall remove all of its property from the Leased Premises. All property not removed by Tenant shall be deemed abandoned by Tenant and may be disposed of by Landlord pursuant to Section 27 herein.

19. **EVENTS OF DEFAULT; LANDLORD'S REMEDIES.**

(a) **Events of Default.** The following shall constitute an "Event of Default":

(i) If Tenant defaults in the payment of any sum of money when due and such default shall continue for seven (7) days after the date on which payment is due; or

(ii) If Tenant defaults in fulfilling any of the other covenants of this Lease on Tenant's part to be performed hereunder and such default shall continue for the period within which performance is required to be made by specific provision of this Lease and such default is not cured within ten (10) days after Landlord provides written notice to Tenant of such default in accordance with Section 11, or, if no such period is so provided, if Tenant does not commence performance within thirty (30) days after the date of written notice and does not thereafter diligently proceed therewith to completion; or

(iii) If Tenant encumbers, or suffers or permits to be encumbered, the Leased Premises and Tenant fails to discharge or vacate said lien, charge or encumbrance within thirty (30) days after the issuance hereof, if applicable; or

(iv) The Leased Premises becomes vacant or abandoned at any time; or

(v) (A) The appointment of a receiver to take possession of all or substantially all of the assets of Tenant or the Leased Premises; (B) an assignment by Tenant for the benefit of creditors; (C) the filing of any voluntary petition in bankruptcy by Tenant, or the filing of any involuntary petition by Tenant's creditors, which involuntary petition remains undischarged for a period of thirty (30) days; (D) the admission of Tenant in writing of its inability to pay its debts; as they become due; (E) the filing by Tenant of any answer admitting or failing timely to contest a material allegation of a petition filed against Tenant in any proceeding seeking reorganization, arrangement, composition, readjustment, liquidation or dissolution of Tenant or similar relief; or (F) if within thirty (30) days after the commencement of any proceeding against Tenant seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed.

If another Lease provision specifies a different notice period from the notice period set forth in Section 19(a)(i), (ii), (iii), (iv), or (v) above (or no notice period), such other provision shall control with respect to whatever notice is required, and the length thereof.

(b) Landlord's Remedies. In the event that Tenant commits, or allows to occur, an Event of Default, Landlord shall have the following remedies:

(i) Upon or after the occurrence of any one or more of such Events of Default, Landlord may serve upon Tenant a written notice in accordance with Section 11 of this Lease stating why the Tenant is not in compliance with the terms of this Lease. After receiving a notice of default, the Tenant shall promptly and diligently cure any monetary default within ten (10) days and shall promptly and diligently cure any non-monetary default as soon as reasonably practicable within thirty (30) days. If, however, a non-monetary default cannot be completely cured within thirty (30) days, then the Tenant shall promptly and diligently begin to cure the default as soon as reasonably practicable within thirty (30) days, shall diligently continue to cure the default thereafter, and shall provide the Landlord with periodic, written updates as to the Tenant's progress in curing the default. If the Tenant receives a valid notice of default pursuant to this Section 19(b)(i) and the Tenant does not cure such default in a timely manner as set forth in this Section, then the Landlord may serve upon Tenant a written notice, given in accordance with Section 11, that this Lease will terminate on a date to be specified therein. Upon the date specified in the notice of termination, this Lease and the Term hereof shall terminate and come to an end as fully and completely as if such date were the day herein definitely fixed for the end and expiration of this Lease and such Term, and Tenant shall then quit and surrender the Leased Premises to Landlord without any other notice from Landlord to Tenant, but notwithstanding any statute, rule of law, or decision of any court to the contrary, Tenant shall remain liable as set forth hereinafter.

(ii) Upon or after any one or more Events of Default, or if the notice provided for in Section 19(b)(i) shall have been given and this Lease shall be terminated, then, in all or any of such events, in addition to, and not in lieu of, all other remedies of Landlord, Landlord may, pursuant to process of law, re-enter the Leased Premises, and/or by summary proceedings or other lawful process, dispossess Tenant and repossess and enjoy the Leased Premises.

(iii) In the event of any Event of Default, re-entry, termination and/or dispossession by summary proceedings or otherwise, in addition to, and not in lieu of, all other remedies which Landlord has under this Lease, at law or in equity, Landlord may re-let the Leased Premises or any part thereof on terms as the Landlord deems appropriate.

20. HOLDING OVER. If Tenant shall continue in occupancy of the Leased Premises after the expiration of the Term hereof, such occupancy shall not be deemed to extend or renew the Term of this Lease, but such occupancy shall continue as a tenancy at will from month to month upon the covenants, provisions and conditions herein contained at one hundred fifty percent (150%) of the Base Rent in effect during the last month of the term, prorated and payable for the period of such occupancy. In addition, Tenant shall be liable to Landlord for any consequential damages arising from the holdover by Tenant.

21. CONDITION OF PREMISES. Tenant will promptly notify the Landlord of any damage on the Leased Premises or of any situation that may significantly interfere with the normal use of the Leased Premises. Tenant will obey all rules and regulations posted or otherwise communicated by the Landlord regarding the use and care of the Building, parking areas and other common facilities that are provided for the use of the Tenant in and around the Building on the Leased Premises.

22. SECURITY DEPOSIT. Tenant is required to pay to Landlord at the signing of this Lease, a Security Deposit in the amount set forth in Section 1 herein. The Security Deposit shall be used as security that Tenant will perform its obligation under this Lease. Tenant's Security Deposit may be commingled with Landlord's non-interest bearing operating funds. Landlord may use the Security Deposit to pay for losses or damages caused by Tenant's default of this Lease. Landlord may also use the Security Deposit to pay for any damage to the Leased Premises caused by Tenant, its employees, contractors, agents, licenses and/or invitees. Such Security Deposit shall be returned to Tenant within fourteen (14) days after the expiration or sooner termination of this Lease, provided that Tenant has performed all the obligations imposed pursuant to this Lease. Any portion of the Security Deposit proposed to be retained by Landlord must be documented by providing a written list to Tenant of said deficiencies or necessary repairs, along with written estimates for such repairs. Landlord may permit Tenant to make such repairs itself, subject to the review and approval of Landlord, provided Tenant pays any and all costs incurred in making such repairs, including obtaining permits and any required approvals, and Tenant commences same within ten (10) days following Tenant's receipt of such list.

23. LANDLORD'S RIGHT TO ENTER LEASED PREMISES. Landlord hereby reserves a right of entry over the Leased Premises for the purpose of operating, inspecting,

maintaining, repairing and replacing its and its suppliers' pipes, wires, conduits, utilities, tracks, and other improvement and property, provided, however, that such access rights will not materially impair Tenant's use and enjoyment of the Leased Premises. Tenant shall permit Landlord and its authorized representatives to enter the Leased Premises at all reasonable times during usual business hours upon reasonable advance notice for such purposes.

24. TENANT IMPROVEMENTS. The Tenant will obtain written approval from the Landlord before doing any of the following:

- (a) Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Leased Premises;
- (b) Removing or adding walls or performing any structural alterations;
- (c) Changing the amount of heat or power normally used on the Leased Premises or installing additional electrical wiring or heating units;
- (d) Affixing to or erecting upon or near the Leased Premises any radio or TV antenna or tower, or satellite dish; or
- (e) Installing or affixing upon or near the Leased Premises any plan, equipment, machinery or apparatus.

25. ADVERTISING AND SIGNS. All exterior advertising and signs to be placed on the Leased Premises must have the prior written approval of Landlord, which approval will not be unreasonably withheld, conditioned or delayed. All signs must be maintained in good condition by Tenant during the Term, must be in accordance with municipal ordinances and must be removed by the Tenant at Tenant's expense upon the Expiration Date or earlier termination of this Lease.

26. HAZARDOUS SUBSTANCES. Tenant will not keep or have on the Leased Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Leased Premises or that might be considered hazardous by any responsible insurance company. Tenant shall maintain and keep at its sole cost and expense the Leased Premises in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not limited to, the New Jersey Spill Compensation and Control Act, *N.J.S.A. 58:10-23.11b et seq.*, the Industrial Site Recovery Act, *N.J.S.A. 13:1K-6 et seq.* and the Underground Storage of Hazardous Substances Act, *N.J.S.A. 58:10A-21 et seq.* Tenant shall, subject to applicable law, indemnify, hold harmless and defend Landlord from and against any and all suits, actions, proceedings, costs, fines and claims arising from or alleged to have arisen from a violation of any such environmental law, rule or regulation, accruing subsequent to Tenant's possession of the Leased Premises, whenever such suits, actions, claims or proceedings shall be commenced.

27. ABANDONMENT BY TENANT. If at any time during the Term, the Tenant abandons the Leased Premises or any part of the Leased Premises, the Landlord may, at its option,

enter the Leased Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Leased Premises, or any part of the Leased Premises, for the whole or any part of the then-unexpired term, and may receive and collect all Rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the Leased Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Leased Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability in doing so.

28. ATTORNEYS' FEES. All costs, expenses and expenditures, including, without limitation, complete legal costs incurred by the Landlord as a result of unlawful detainer of the Leased Premises, the recovery of any Rent due under the Lease, or any breach by the Tenant of any other condition contained in this Lease, will forthwith upon demand be paid by the Tenant as Additional Rent.

29. LEASE CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of New Jersey.

30. BINDING EFFECT. The terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of each of the Parties hereto and their respective executors, administrators, heirs, successors and assigns, as the case may be.

31. LANDLORD'S RIGHT TO TRANSFER. The Landlord may, at any time, transfer all or part of the Landlord's interest in the Leased Premises and/or this Lease. Such transfer shall not require the consent of the Tenant. In such event, upon such transfer, the then Landlord shall be automatically freed and relieved from all liability with respect to the performance of any of the covenants and obligations on the part of the Landlord herein contained, provided that any such transfer and conveyance by the Landlord is expressly subject to the assumption by the grantee or transferee of the obligations of the Landlord to be performed pursuant to the terms and conditions of this Lease.

32. BROKERAGE. Each Party represents to the other that it has dealt with no broker in connection with this Lease and that no commission is due by either the Landlord or the Tenant to any broker.

33. INDEMNIFICATION. Tenant, for itself, its agents, contractors, employees, successors or assigns, agrees to assume all risks of and liability for and to indemnify, defend, protect and hold harmless and hereby releases Landlord, its successors and assigns, and each of its officers, agents, servants, employees, contractors and subcontractors from and against any and all liability, losses, injuries, deaths, claims, demands, actions, suits, judgments, damages, including damage or injury to real or personal property, including threatened or actual environmental harm,

costs, expenses (including reasonable attorneys' fees), civil penalties and fines which, in any way, arise out of or are based on, related to or connected with the activities, work and/or use and occupancy of the Leased Premises or any violation of any applicable codes, regulations, statutes, ordinances, orders, directives or standards by Tenant or any officer, servant, employee, licensee, invitee, contractor, successor, assignee or agent of Tenant, whether or not caused by or due to any actual or alleged negligent act or omission by Landlord.

34. INSURANCE. Tenant shall keep the Leased Premises insured, or cause such insurance to be maintained, for the interests of Landlord and Tenant, with respect to the operation of the Leased Premises, as their interests may appear, as follows:

(a) Tenant, at its own expense, shall keep in effect commercial general public liability insurance with respect to the Leased Premises, including contractual liability insurance, with such limits of liability for bodily injury (including death) and property damage as reasonably may be required by Landlord from time to time, but not less than a combined single limit of \$1,000,000 per occurrence and a general aggregate limit of not less than \$1,000,000; however, such limits shall not limit the liability of Tenant hereunder. The policy of commercial general public liability insurance also shall name Landlord as an additional insured with respect to the Leased Premises, shall be written on an "occurrence" basis and not on a "claims made" basis. The insurer shall be a responsible insurance carrier which is authorized to issue such insurance and licensed to do business in the State of New Jersey. Tenant shall deliver to Landlord on or before the Commencement Date, and subsequent renewals of, a certificate of insurance evidencing such coverage.

(b) Tenant shall also keep in full force and effect during the Term, at its own expense, workmen's compensation or similar insurance affording statutory coverage and containing statutory limits. Such liability insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities provided in Section 33 herein.

(c) Tenant shall also keep in full force and effect during the Term, at its own expense, "all risk" physical damage insurance including fire, vandalism and extended coverage covering all of Tenant's furniture, fixtures and equipment on the Leased Premises in an amount deemed adequate by Tenant.

35. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any bona fide mortgages and/or ground leases now or hereafter placed on the Land, the Building or the Leased Premises without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments evidencing such subordination of this Lease to the lien of any such mortgage or ground rent or other encumbrances as shall be desired by a mortgagee or proposed mortgagee or by any person.

36. SEVERABILITY. If any provision of this Lease or the application of any such provision to any person or circumstance is to any extent deemed invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other

than those as to which it is invalid or unenforceable, will not be affected thereby, and each provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

37. **NO PARTNERSHIP OR JOINT VENTURE.** Landlord and Tenant each acknowledge that no partnership or joint venture will be ascribed to their relationship pursuant to this Lease.

38. **ASSIGNMENT AND SUBLETTING.** The Tenant may not, under any circumstances, sublet or assign all or a portion of the Leased Premises. Any assignment or sublet, whether by operation of law or otherwise, is null, void and deemed to have been denied by Landlord and will, at Landlord's option, terminate this Lease.

39. **TIME IS OF THE ESSENCE.** Time is of the essence in this Lease in all respects.

40. **JURISDICTION; WAIVER OF JURY TRIAL.** In the event of any dispute with respect to this Lease, the Parties agree to consent to the jurisdiction of the State of New Jersey, to accept as proper service of process all documents served upon the Landlord or the Tenant by certified mail as provided in Section 11 hereof, not to assert the defense of lack of *in personam* jurisdiction or of improper service of process and to waive the right to trial by jury. Further, any judgment obtained against either or both of the Parties may be docketed in any state or country having jurisdiction over the personal property of either or both of the Parties without objection to such docketing.

41. **ENTIRE AGREEMENT; MODIFICATION.** This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either Party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied. No modification or amendment of this Lease shall be effective unless made in writing and executed by both the Landlord and the Tenant.

42. **CAPTIONS.** The headings of the various Sections of this Lease are inserted for reference only and shall not have the effect of modifying or amending the express terms and provisions of this Lease.

43. **COUNTERPARTS.** This Lease may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Lease to be executed the day and year first above written.

JERSEY CITY REDEVELOPMENT AGENCY
as Landlord

(Witness)

By: _____
Diana H. Jeffrey
Acting Executive Director

SWEETS 4 MILES, [principal Monique Johnson]
as Tenant

(Witness)

By: _____
Monique Johnson

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

SWEETS FOR MILES LIMITED LIABILITY COMPANY

0400490476

The Division of Revenue and Enterprise Services hereby affirms that the following annual reports for SWEETS FOR MILES LIMITED LIABILITY COMPANY was submitted on 10/28/2018 for the years: 2017-2018

Registered Agent and Office

MONIQUE R. JOHNSON
85 ARMSTRONG AVE
JERSEY CITY , NJ 07305

Main Business Address

85 Armstrong Ave
Jersey City, NJ 07305

Officers and Directors

OTHER
MONIQUE R. JOHNSON
85 ARMSTRONG AVE
JERSEY CITY , NJ 07305



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
28th day of October, 2018

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

Elizabeth Maher Muoio
State Treasurer

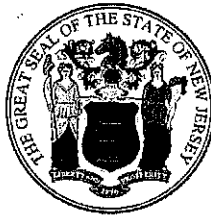
Certificate Number : 2363571177
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
FILING CERTIFICATE (CERTIFIED COPY)

Corporation Name: SWEETS FOR MILES LIMITED LIABILITY COMPANY
Business Id: 0400490476
Certificate Number: 6000091778

I, THE TREASURER OF THE STATE OF NEW JERSEY, DO HEREBY CERTIFY, THAT THE ABOVE NAMED BUSINESS DID FILE AND RECORD IN THIS DEPARTMENT AN ORIGINAL CERTIFICATE ON May 2, 2012 AND THAT THE ATTACHED IS A TRUE COPY OF THIS DOCUMENT AS THE SAME IS TAKEN FROM AND COMPARED WITH THE ORIGINAL(S) FILED IN THIS OFFICE AND NOW REMAINING ON FILE AND OF RECORD.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY OFFICIAL SEAL AT
TRENTON, THIS
October 28, 2018 A.D.



Elizabeth Maher Mucio
ELIZABETH MAHER MUCIO
STATE TREASURER

VERIFY THIS CERTIFICATE ONLINE AT

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE

CERTIFICATE OF FORMATION

SWEETS FOR MILES LIMITED LIABILITY COMPANY
0400490476

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 05/02/2012 and was assigned identification number 0400490476. Following are the articles that constitute its original certificate.

1. **Name:**
SWEETS FOR MILES LIMITED LIABILITY COMPANY
2. **Registered Agent:**
MONIQUE R. JOHNSON
3. **Registered Office:**
85 ARMSTRONG AVE
JERSEY CITY , NJ 07305
4. **Business Purpose:**
BAKED GOODS/CAKERY
5. **Members/Managers:**
MONIQUE R. JOHNSON
85 ARMSTRONG AVE
JERSEY CITY , NJ 07305
6. **Main Business Address:**
508 BERGEN AVENUE
JERSEY CITY , NJ 07305

Signatures:
MONIQUE R. JOHNSON
AUTHORIZED REPRESENTATIVE



Certificate Number: 124767490

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp



LLC

IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
at Trenton, this
3rd day of May, 2012

A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P Sidamon-Eristoff
State Treasurer

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE
DESIGNATION OF TAG DEVELOPMENT, LLC AS REDEVELOPER OF
PROPERTY LOCATED AT BLOCK 22605, LOT 1, COMMONLY
KNOWN AS 336-340 MARTIN LUTHER KING, JR. DRIVE WITHIN THE
JACKSON HILL REDEVELOPMENT AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("**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 the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, TAG Development LLC ("**Redeveloper**") submitted an application to the JCRA to be designated redeveloper of Block 22605, Lot 1, commonly known as 336-340 Martin Luther King, Jr. Drive ("**Property**"), within the Jackson Hill Redevelopment Plan area whereby the Redeveloper proposes the development of a six (6) story mixed use building with a total of twenty five (25) residential units, including five (5) affordable units for moderate income families, and approximately nine hundred (900) square feet of commercial office/retail space ("**Project**"); and

WHEREAS, on November 10, 2020, by Resolution No. 20-11-12, the JCRA designated Redeveloper as redeveloper for the development of the Property for a period of one hundred and twenty (120) days ending on March 10, 2021, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

WHEREAS, in order to allow the JCRA and Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the Project, the JCRA wishes to grant a first extension of the Redeveloper's designation as redeveloper of the Property for an additional period of ninety (90) days expiring on June 14, 2021; and

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

WHEREAS, the JCRA wishes to enter into an agreement with the Redeveloper to fund an escrow account and establish procedures for the payment therefrom of funds to pay the JCRA's costs and expenses incurred in undertaking the Pre-Development Activities (the "**Funding Agreement**").

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

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

Section 2. The designation of the Redeveloper as redeveloper for the development of the Property is hereby extended for a period of ninety (90) days to June 14, 2021, to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the Property.


Section 3. If the JCRA and the Redeveloper have not executed a mutually acceptable Redevelopment Agreement in accordance with the time periods set forth in Section 2 of this Resolution, the designation of Redeveloper as redeveloper of the Property shall automatically expire without any need for any further action of the JCRA's Board.

Section 4. This Resolution shall supersede any prior expired designations of redevelopers for the Property.

Section 5. The Chair, Vice-Chair, Executive Director, and/or Secretary of the JCRA are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, including execution of the Funding Agreement, in substantially the form attached hereto as **Exhibit A**, 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 their Regular Meeting of March 16, 2021.


Diana H. Jeffrey, 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 AUTHORIZING THE DESIGNATION OF 330 MLK LLC AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 22605, LOT 32 (326-330 MARTIN LUTHER KING, JR. DRIVE) WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("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 the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, 330 MLK LLC ("**Redeveloper**") submitted an application to the JCRA to be designated redeveloper of Block 22605, Lot 32, commonly known as 326-330 Martin Luther King, Jr. Drive ("**Property**"), within the Jackson Hill Redevelopment Plan area whereby the Redeveloper proposes the development of a six (6) story mixed use building with a total of twenty eight (28) residential units, including three (3) affordable units, and ground level commercial space ("**Project**"); and

WHEREAS, the JCRA wishes to designate the Redeveloper the redeveloper of the Property for the purposes of completing the Project subject to entry of a redevelopment agreement within one hundred and twenty (120) days to expire on July 14, 2021, which may be extended administratively at the sole discretion of the JCRA's Executive Director for a period of thirty (30) days; and

WHEREAS, the JCRA and the Redeveloper intend to pursue certain pre-development activities, including negotiation of a redevelopment agreement for the Project and other related actions (the "**Pre-Development Activities**"); and

WHEREAS, the JCRA wishes to enter into an agreement with the Redeveloper to fund an escrow account and establish procedures for the payment therefrom of funds to pay the JCRA's costs and expenses incurred in undertaking the Pre-Development Activities (the "**Funding Agreement**").

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

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

Section 2. The JCRA wishes to enter into an agreement with the Redeveloper to fund an escrow account and establish procedures for the payment therefrom of funds to pay the JCRA's costs and expenses incurred in undertaking the Pre-Development Activities.

Section 3. The Redeveloper is hereby designated as the redeveloper of the Property subject to execution of an acceptable redevelopment agreement with the JCRA within one hundred and twenty (120) days to expire on July 14, 2021, which may be extended administratively at the sole discretion of the JCRA's Executive Director for a period of thirty (30) days.

Section 4. If, by July 14, 2021, or such later date as established by the Executive Director in accordance with Section 2 hereof, the JCRA and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper shall automatically expire without any need for any further action of the Board.

Section 5. This Resolution shall supersede any prior expired designations of redevelopers for the Property.

Section 6. The Chair, Vice-Chair, Executive Director, and/or Secretary of the JCRA are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, including execution of the Funding Agreement, in substantially the form attached hereto as **Exhibit A**, in consultation with counsel.

Section 7. 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 March 16, 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				✓

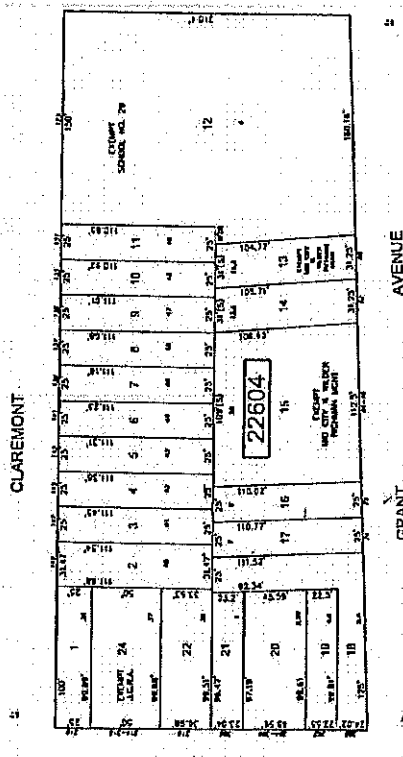
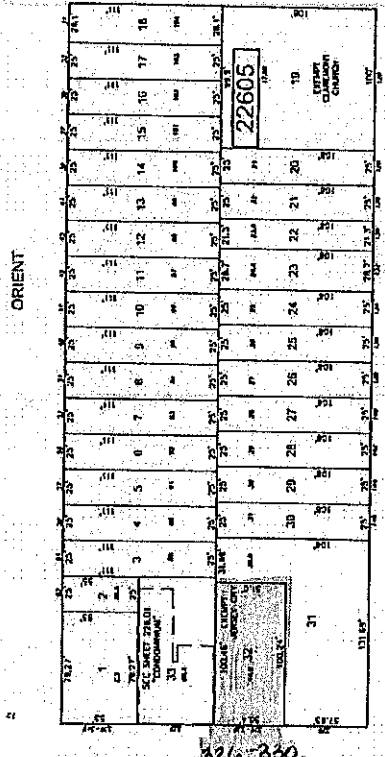
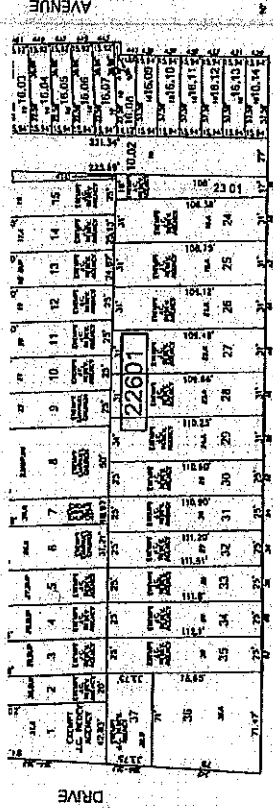
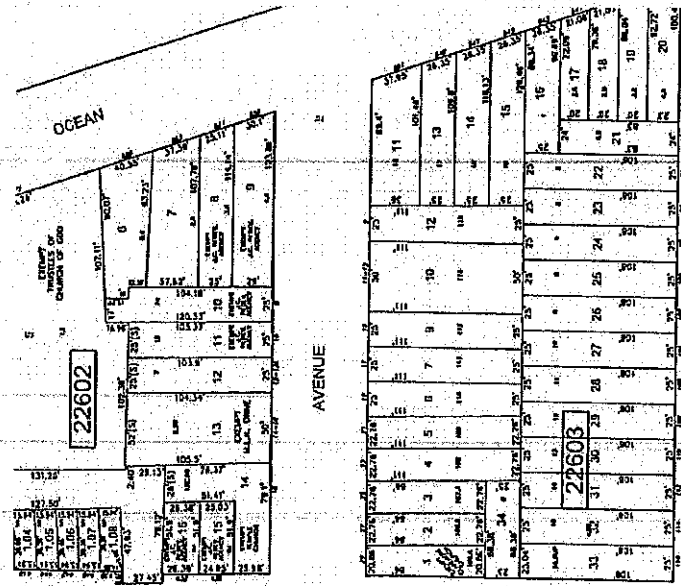
SEE SHEET 225

SEE SHEET 231

SEE SHEET 232

ARJ - CON2-G07873300

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



AVENUE

ROSE

AVENUE

GRANT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING AND EXTENDING A MUSEUM DEVELOPMENT CONSULTING SERVICES AGREEMENT FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, 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**") 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 has designated that certain area known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the "**Site**"), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; 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, pursuant to a Museum Development Consulting Services Agreement dated December 18, 2018, (the "**2018 Contract**") by and between the Agency and OMA*AMO Architecture, P.C. ("**OMA**") and AEA Consulting, LLC ("**AEA**", together with OMA the "**Museum Consultant**"), authorized by Resolution No.18-07-13 and in accordance with the competitive contracting process set forth in the LPCL, the Agency engaged the Museum Consultant to perform certain Museum Consulting Services set forth in the 2018 Contract with respect to the Site for a total amount not to exceed \$400,000 (the "**Services**"); and

WHEREAS, in December 2019 AEA terminated its status as a party to the 2018 Contract and OMA assumed responsibility for all of the Museum Consultant's obligations under the 2018 Contract; and

WHEREAS, the Agency desires to amend the 2018 Contract to provide that OMA is authorized to provide all of the Services; OMA will act as the Museum

Consultant in accordance with the 2018 Contract in all respects; and, as of the date of AEA's termination, OMA is entitled to the compensation set forth in the 2018 Contract for both OMA and AEA, as OMA is performing all of the Services; and

WHEREAS, OMA requires additional time to complete the Services set forth in the 2018 Contract and will do so for an amount not to exceed Thirty-One Thousand Five Hundred Eight Dollars and Eleven Cents (\$31,508.11), the remaining balance left under the 2018 Contract after payment of outstanding invoices; and

WHEREAS, the 2018 Contract expired on December 18, 2020, and the Agency wishes to extend the 2018 Contract and make the extension effective as of December 18, 2020 and expiring on June 30, 2021, with OMA to be paid in accordance with the rates and for the categories of work set forth in the 2018 Contract; and

WHEREAS, funds are available for the costs of the remaining Services,

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

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

Section 2. The Board of Commissioners hereby amends and extends the 2018 Contract to a) make it effective from December 18, 2020 to June 30, 2021, as to OMA only, for the performance of the Services for a total amount not-to-exceed the balance remaining under the 2018 Contract, Thirty-One Thousand Five Hundred Eight Dollars and Eleven Cents (\$31,508.11), in accordance with the rates and for the categories of work set forth in the 2018 Contract; and b) to ratify and memorialize that OMA is authorized to provide all of the Services, OMA will act as the Museum Consultant in accordance with the 2018 Contract in all respects, and, as of the date of AEA's termination, OMA is entitled to the compensation set forth in the 2018 Contract for both OMA and AEA, as OMA is performing all of the Services.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute an amendment to the 2018 Contract, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency in consultation with counsel, and undertake all other actions necessary to effectuate the 2018 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. Except as expressly authorized herein, all other terms and conditions of the 2018 Contract shall remain unchanged 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 on March 16, 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 40135 WHITON LLC AS REDEVELOPER OF
PROPERTY LOCATED AT BLOCK 17506, LOTS 8, 9, AND 10,
COMMONLY KNOWN AS 401 WHITON WITHIN THE LAFAYETTE
PARK REDEVELOPMENT AREA**

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

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

WHEREAS, 40135 Whiton LLC (the "**Redeveloper**") proposes to redevelop properties located within the Redevelopment Area identified on the official tax maps of the City as Block 17506, Lots 8, 9 and 10, commonly known as 401-405 Whiton Street (the "**Property**"); and

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

WHEREAS, on October 20, 2020, by Resolution No. 20-10-12, the JCRA designated Redeveloper as redeveloper for the development of the Property 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, in order to allow the JCRA and Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the Project, the JCRA wishes to grant a first extension of the Redeveloper's designation as redeveloper of the Property for an additional period of one hundred and twenty (120); and

WHEREAS, due to an identified discrepancy, Resolution No. 20-10-12 inadvertently referred to and defined the Property as Block 1760, Lots 8, 9, and 10, when in fact the Property is correctly identified and defined as Block 17506, Lots 8, 9, and 10, as provided in this Resolution.

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

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

Section 2. Resolution No. 20-10-12 is hereby modified to provide that the referenced and defined "Property" contained therein shall be Block 17506, Lots 8, 9, and 10.

Section 3. The designation of the Redeveloper as redeveloper for the development of the Property is hereby extended for a period of one hundred and twenty (120) days, to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the Property.

Section 4. If the JCRA and the Redeveloper have not executed a mutually acceptable Redevelopment Agreement in accordance with the time periods set forth in Paragraph 3 of this Resolution, the designation of Redeveloper as redeveloper of the Property shall automatically expire without any need for any further action of the JCRA's Board.

Section 5. The Chair, Vice-Chair, Executive Director, and/or Secretary of the JCRA 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 their Regular Meeting of March 16, 2021.


Diana H. Jeffrey, 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 AUTHORIZING THE EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH 201 NEW YORK AVENUE JC, LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 3805, LOT 19, COMMONLY KNOWN AS 201 NEW YORK AVENUE 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 Scatter Site Redevelopment Area and is governed by the Scatter Site 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

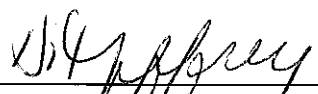
WHEREAS, on January 19, 2021, the Agency's Board of Commissioners adopted a resolution consenting to the request of 201 New York Avenue JC Inc. to has assign its redevelopment rights in the Property and in the Redevelopment Agreement to a non-affiliated entity, 201 New York Avenue JC LLC (the "Assignee"), subject to the Assignee 201 New York Avenue JC LLC entering into an amended redevelopment agreement with the Agency within sixty days; and

WHEREAS, the Assignee 201 New York Avenue JC LLC has agreed to the terms and conditions of an Amended and Restated Redevelopment Agreement with the Agency and the Agency's Board wishes to authorize the approval and execution of that Amended and Restated Redevelopment Agreement in substantially the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Amended and Restated Redevelopment Agreement with the Assignee 201 New York Avenue JC LLC for the redevelopment of the property located at 201 New York Avenue and identified on the City tax map as Block 3805, Lot 19 (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Assignee 201 New York Avenue JC LLC on behalf of the Agency; and

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed Amended and Restated Redevelopment Agreement to the Agency's redevelopment counsel, David A. Clark, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 and to the attorney for the Assignee 201 New York Avenue JC LLC, Ronald H. Shaljian, Esq., Schumann Hanlon Margulies, LLC, 30 Montgomery Street, Suite 990, Jersey City, New Jersey 07302.

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 March 16, 2021.


Diana H. Jeffrey, 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 AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH PROPERTY MAINTENANCE GUYS, LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 16901, LOT 17, COMMONLY KNOWN AS 51 CRESCENT AVENUE IN THE SCATER SITE REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "LRHL"), the City of Jersey City (the "City") designated certain properties located within the City as an area in need of redevelopment known as the Scatter Site Redevelopment Area (the "Redevelopment Area") thereafter adopted a redevelopment plan known as the Scatter Site Redevelopment Plan (as amended and as may be supplemented from time to time, the "Redevelopment Plan") to govern the redevelopment of the properties located within the Redevelopment Area; and

WHEREAS, the real property owned by the Agency commonly known as 51 Crescent Avenue and identified on the City tax map as Block 16901, Lot 17 (the "Property") is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, the Agency was created in 1949 as an autonomous agency to serve as the City's primary vehicle to eliminate blight, to create opportunities and to attract residential, commercial and industrial real estate projects; and

WHEREAS, in this capacity, the Agency is authorized to contract with redevelopers for the redevelopment and rehabilitation of properties located within redevelopment areas; and

WHEREAS, the Agency previously adopted a resolution designating Property Maintenance Guys, LLC (the "Redeveloper") as the redeveloper for the Property, subject to entering into a redevelopment agreement with the Redeveloper within a specified deadline; and

WHEREAS, the Redeveloper is proposing to renovate the existing two-family duplex brownstone home on the Property so that it may thereafter be conveyed by the Agency in turn-key condition to a supportive services agency for the provision of transitional affordable housing to the clients of the designated supportive services agency; and

WHEREAS, the Redeveloper has provided a cost estimate for its proposed renovation work in the amount not to exceed sixty thousand dollars (\$60,000.00)(the "Cost Estimate Amount"), but in the event that the Redeveloper's actual costs exceed the Cost Estimate Amount, the Agency has indicated that it is willing, in its sole reasonable discretion, to compensate the Redeveloper for the actual costs of any work exceeding the Cost Estimate Amount so long as (i) the Agency is satisfied that the Redeveloper has provided adequate documentation of such additional work and the costs associated with that additional work, and (ii) the Agency determines that it has adequate funds available to compensate the Redeveloper for this additional work; and

WHEREAS, the Agency has applied for a grant which should provide a funding source for the work to be performed by the Redeveloper on the Property; and

WHEREAS, the Agency and the Redeveloper have negotiated a mutually satisfactory Redevelopment Agreement and the Agency's Board wishes to authorize the approval and execution of that Redevelopment Agreement in substantially the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with the Property Maintenance Guys, LLC (the "Redeveloper") for the redevelopment of the property located at 51 Crescent Avenue and identified on the City tax map as Block 16901, Lot 17 (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed Redevelopment Agreement to the Agency's redevelopment counsel, David A. Clark, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 and to the attorney for the Redeveloper Eugene O'Connell, Esq., 853 Summit Avenue, Jersey City, NJ 07307.

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 March 16, 2021.


Diana H. Jeffrey, 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				

Item #16

WITHDRAWN

Item #17

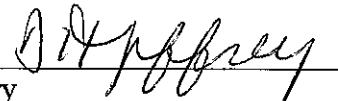
WITHDRAWN

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
MARCH 16, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of March 16, 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 March 16, 2021 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 March 16, 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				✓

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	3/16/2021	3/1/2021	March 2021	Electric Utility Payment - 66 York St	\$648.52	\$0.00		\$648.52
66 YORK STREET, LLC	3/16/2021	3/1/2021	March 2021	Operating Expenses - 66 York St	\$273.94	\$0.00		\$273.94
66 YORK STREET, LLC	3/16/2021	3/1/2021	March 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 I	3/16/2021	2/17/2021	February 2021	Scaffold Services at 84 Sip Avenue	\$1,200.00	\$0.00		\$1,200.00
ADVANCED SCAFFOLD SERVICES I	3/16/2021	10/18/2020	October 2020	Scaffold Services at 84 Sip Avenue	\$2,550.00	\$0.00		\$2,550.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$3,750.00	\$0.00		\$3,750.00
				2 invoice(s) listed.				
AFLAC								
AFLAC	3/16/2021	3/1/2021	March 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.				
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212195	Legal Services - LMD #13 Urban Renewal to I	\$19,955.00	\$0.00		\$19,955.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212196	Legal Services - 61-63 Sip Avenue	\$5,118.50	\$0.00		\$5,118.50
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212197	Legal Services - Bates Street Redevelopment	\$1,016.97	\$0.00		\$1,016.97
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212198	Legal Services- 336-340 MLK Drive Redevelo	\$245.00	\$0.00		\$245.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212199	Legal Services - General Representation	\$980.00	\$0.00		\$980.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212200	Legal Services - 326-328 Johnston Ave	\$509.00	\$0.00		\$509.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212201	Legal Services - McMaple Holding	\$357.50	\$0.00		\$357.50
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212202	Legal Services- 165 Ocean Avenue	\$966.00	\$0.00		\$966.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212203	Legal Services - Powerhouse, LLC	\$781.00	\$0.00		\$781.00
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212204	Legal Services - Whitlock Mills	\$1,072.50	\$0.00		\$1,072.50
ARCHER & GREINER, P.C.	3/16/2021	3/3/2021	4212205	Legal Services - 379 Communipaw Ave.	\$1,885.00	\$0.00		\$1,885.00
				Totals for ARCHER & GREINER, P.C.:	\$32,886.47	\$0.00		\$32,886.47
				11 invoice(s) listed.				
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5138	Morris Canal-Greenway Implementation Plan	\$2,355.00	\$0.00		\$2,355.00
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5139	Oversight & Mgmt Services for EPA Haz. Su	\$400.00	\$0.00		\$400.00
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5140	Oversight & Mgmt Services for EPA Revolv	\$275.00	\$0.00		\$275.00
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5141	Oversight & Mgmt Services for EPA Petro. A	\$350.00	\$0.00		\$350.00
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5142	Environmental Support Services for Grand Je	\$2,210.00	\$0.00		\$2,210.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$5,590.00	\$0.00		\$5,590.00
				5 invoice(s) listed.				

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
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	3/16/2021	2/1/2021	February 2021	Expense Reimbursement - Microsoft	\$74.63	\$0.00		\$74.63
CHRISTOPHER FIORE	3/16/2021	12/27/2020	INV59738339	Expense Reimbursement - Zoom	\$90.86	\$0.00		\$90.86
CHRISTOPHER FIORE	3/16/2021	2/27/2021	INV71133306	Expense Reimbursement - Zoom	\$91.02	\$0.00		\$91.02
CHRISTOPHER FIORE	3/16/2021	10/27/2020	INV48955065	Expense Reimbursement - Zoom	\$90.86	\$0.00		\$90.86
				Totals for CHRISTOPHER FIORE:	\$347.37	\$0.00		\$347.37
				4 invoice(s) listed.				
COMCAST								
COMCAST	3/16/2021	2/5/2021	354-3697536 Pathsi	25 Journal Sq - Business Internet	\$233.05	\$0.00		\$233.05
COMCAST	3/16/2021	2/16/2021	354-3248876 Ocean	Internet Service at 665 Ocean Avenue	\$200.80	\$0.00		\$200.80
COMCAST	3/16/2021	2/28/2021	354-3345680 York	66 York St - Business Internet and Cable	\$186.41	\$0.00		\$186.41
				Totals for COMCAST:	\$620.26	\$0.00		\$620.26
				3 invoice(s) listed.				
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	3/16/2021	2/12/2021	March 2021	Maintenance Fee	\$157.12	\$0.00		\$157.12
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$157.12	\$0.00		\$157.12
				1 invoice(s) listed.				
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGM	3/16/2021	2/16/2021	17263	Professional Environmental Services- Berry L	\$870.00	\$0.00		\$870.00
				Totals for DRESDNER ROBIN ENVIRON MGMT:	\$870.00	\$0.00		\$870.00
				1 invoice(s) listed.				
ELISHEVA DAVIDOFF								
ELISHEVA DAVIDOFF	3/16/2021	3/2/2021	March 2021	Dental Reimbursement	\$234.00	\$0.00		\$234.00
				Totals for ELISHEVA DAVIDOFF:	\$234.00	\$0.00		\$234.00
				1 invoice(s) listed.				
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	3/16/2021	3/8/2021	March 2021	EyeWear Reimbursement	\$100.00	\$0.00		\$100.00
				Totals for ELIZABETH VASQUEZ:	\$100.00	\$0.00		\$100.00
				1 invoice(s) listed.				
FEDERAL EXPRESS								
FEDERAL EXPRESS	3/16/2021	2/15/2021	7-276-58966	Overnight Deliveries	\$23.70	\$0.00		\$23.70
				Totals for FEDERAL EXPRESS:	\$23.70	\$0.00		\$23.70
				1 invoice(s) listed.				

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
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60123	Legal Services- APRA	\$577.50	\$0.00		\$577.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60112	Legal Services - 201 New York Avenue	\$2,777.50	\$0.00		\$2,777.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60113	Legal Services - 92-94 Stegman Street	\$302.50	\$0.00		\$302.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60114	Legal Services - 97-99 Dwight Street	\$110.00	\$0.00		\$110.00
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60115	Legal Services - 454 Palisade Avenue	\$82.50	\$0.00		\$82.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60116	Legal Services - 51 Crescent Avenue	\$1,872.50	\$0.00		\$1,872.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60117	Legal Services - Whitlock Mills	\$165.00	\$0.00		\$165.00
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60118	Legal Services - Sci Tech Scity	\$632.50	\$0.00		\$632.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60119	Legal Services - Green on Pine	\$137.50	\$0.00		\$137.50
GLUCK WALRATH LLP	3/16/2021	3/1/2021	60120	Legal Services - Re 182 Hancock	\$2,905.00	\$0.00		\$2,905.00
				Totals for GLUCK WALRATH LLP ; 10 invoice(s) listed.	\$9,562.50	\$0.00		\$9,562.50
HJORDYS ESPINAL								
HJORDYS ESPINAL	3/16/2021	3/5/2021	March 2021	EyeWear Reimbursement	\$95.00	\$0.00		\$95.00
				Totals for HJORDYS ESPINAL ; 1 invoice(s) listed.	\$95.00	\$0.00		\$95.00
INSTITUTE FOR PROFESSIONAL DEVELOPMENT (IPD)								
INSTITUTE FOR PROFESSIONAL DE	3/16/2021	2/18/2021	March 2021	Green Purchasing Webinar - Elizabeth	\$50.00	\$0.00		\$50.00
INSTITUTE FOR PROFESSIONAL DE	3/16/2021	2/3/2021	April 2021	Cyber Security Webinar - Elizabeth	\$50.00	\$0.00		\$50.00
				Totals for INSTITUTE FOR PROFESSIONAL DEVELOPMENT (IPD) ; 2 invoice(s) listed.	\$100.00	\$0.00		\$100.00
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORI	3/16/2021	2/19/2021	30306348540000	Water & Sewer - 665 Ocean Ave - 303063485	\$324.32	\$0.00		\$324.32
				Totals for JC MUNICIPAL UTILITIES AUTHORITY ; 1 invoice(s) listed.	\$324.32	\$0.00		\$324.32
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	3/16/2021	2/10/2021	19668	Legal Services - Employment Issues	\$245.00	\$0.00		\$245.00
KINNEY LISOVICZ REILLY & WOLF	3/16/2021	2/10/2021	19669	Legal Services - JCRA v Crazy Greek	\$315.00	\$0.00		\$315.00
KINNEY LISOVICZ REILLY & WOLF	3/16/2021	2/10/2021	19671	Legal Services - JCRA v Urban League- Perio	\$409.06	\$0.00		\$409.06
KINNEY LISOVICZ REILLY & WOLF	3/16/2021	2/10/2021	19672	Legal Services - Insurance	\$1,382.50	\$0.00		\$1,382.50
KINNEY LISOVICZ REILLY & WOLF	3/16/2021	2/10/2021	19673	Legal Services - JCRA adv Bees Con	\$542.50	\$0.00		\$542.50
				Totals for KINNEY LISOVICZ REILLY & WOLFF PC ; 5 invoice(s) listed.	\$2,894.06	\$0.00		\$2,894.06
LM PLAZA 4A PARKING LLC								
LM PLAZA 4A PARKING LLC	3/16/2021	2/10/2021	March 2021	Monthly Parking No. 1701	\$4,878.32	\$0.00		\$4,878.32

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
MARIA E. AGUILAR-AMBROSSI								
MARIA E. AGUILAR-AMBROSSI	3/16/2021	2/19/2021	February 2021	Dental Reimbursement	\$380.00	\$0.00		\$380.00
				Totals for MARIA E. AGUILAR-AMBROSSI: 1 invoice(s) listed.	\$380.00	\$0.00		\$380.00
METLIFE								
METLIFE	3/16/2021	3/15/2021	April 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00		\$450.00
METLIFE	3/16/2021	3/15/2021	April 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
MILLENNIUM COMMUNICATIONS GROUP, INC								
MILLENNIUM COMMUNICATIONS C	3/16/2021	1/31/2021	24905	Berry Lane Cameras for the Pavillion	\$69,380.00	\$0.00		\$69,380.00
				Totals for MILLENNIUM COMMUNICATIONS GROUP, INC: 1 invoice(s) listed.	\$69,380.00	\$0.00		\$69,380.00
MOISHE'S MOVING SYSTEMS								
MOISHE'S MOVING SYSTEMS	3/16/2021	3/1/2021	March 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
MONACO LOCK COMPANY								
MONACO LOCK COMPANY	3/16/2021	10/14/2020	276105-1	Repair - 405-407 Ocean Ave	\$465.16	\$0.00		\$465.16
				Totals for MONACO LOCK COMPANY: 1 invoice(s) listed.	\$465.16	\$0.00		\$465.16
Nay's Cleaning Company LLC								
Nay's Cleaning Company LLC	3/16/2021	2/21/2021	42	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	3/16/2021	2/28/2021	43	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	3/16/2021	3/7/2021	44	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	3/16/2021	3/14/2021	45	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
NEW JERSEY STATE BAR ASSOCIATION								
NEW JERSEY STATE BAR ASSOCIA	3/16/2021	2/26/2021	0001519871	C.F/ Webcast- 2021 Redevelopment Law	\$199.00	\$0.00		\$199.00
NEW JERSEY STATE BAR ASSOCIA	3/16/2021	2/26/2021	Diana Jeffrey	D.J./ Webcast- 2021 Redevelopment Law	\$199.00	\$0.00		\$199.00

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
PATON BROS								
PATON BROS	3/16/2021	2/3/2021	1401	Snow Salting Services - Various Locations	\$1,760.00	\$0.00		\$1,760.00
PATON BROS	3/16/2021	2/7/2021	1405	Snow Salting Services - Various Locations	\$1,155.00	\$0.00		\$1,155.00
PATON BROS	3/16/2021	2/11/2021	1406	Snow Salting Services - Various Locations	\$1,000.00	\$0.00		\$1,000.00
PATON BROS	3/16/2021	2/19/2021	1444	Snow Salting Services - Various Locations	\$1,515.00	\$0.00		\$1,515.00
PATON BROS	3/16/2021	2/22/2021	1445	Snow Salting Services - Various Locations	\$1,000.00	\$0.00		\$1,000.00
				Totals for PATON BROS:	\$6,430.00	\$0.00		\$6,430.00
				5 invoice(s) listed.				
Peter Waldor & Associates								
Peter Waldor & Associates	3/16/2021	3/4/2021	Policy: IMA336636A	Property Insurance - 292 MLK Drive	\$5,782.50	\$0.00		\$5,782.50
				Totals for Peter Waldor & Associates:	\$5,782.50	\$0.00		\$5,782.50
				1 invoice(s) listed.				
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	3/16/2021	3/2/2021	20.597.15	Environmental Services - 125 Monitor	\$17,726.50	\$0.00		\$17,726.50
POTOMAC-HUDSON ENVIRONMEN	3/16/2021	2/16/2021	21.565.1	Environmental Services - Droyers Point	\$1,997.50	\$0.00		\$1,997.50
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$19,724.00	\$0.00		\$19,724.00
				2 invoice(s) listed.				
PROPERTY MAINTENANCE GUYS								
PROPERTY MAINTENANCE GUYS	3/16/2021	11/8/2020	2339	Demolition & Repairs at 292 MLK	\$385.00	\$0.00		\$385.00
PROPERTY MAINTENANCE GUYS	3/16/2021	11/28/2020	2375	Demolition & Repairs at 292 MLK	\$345.00	\$0.00		\$345.00
				Totals for PROPERTY MAINTENANCE GUYS:	\$730.00	\$0.00		\$730.00
				2 invoice(s) listed.				
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$23.44	\$0.00		\$23.44
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$67.66	\$0.00		\$67.66
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$551.63	\$0.00		\$551.63
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$103.68	\$0.00		\$103.68
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$19.76	\$0.00		\$19.76
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$48.03	\$0.00		\$48.03
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$64.40	\$0.00		\$64.40
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$67.29	\$0.00		\$67.29
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$57.83	\$0.00		\$57.83
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$50.52	\$0.00		\$50.52
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/19/2021	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$38.31	\$0.00		\$38.31
PUBLIC SERVICE ELECTRIC & GAS	3/16/2021	2/22/2021	75-202-754-18	Gas & Electric - 1 Berry LN FLD HSE 2	\$400.70	\$0.00		\$400.70

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
<i>Totals for PUBLIC SERVICE ELECTRIC & GAS: 12 invoice(s) listed.</i>								
					\$1,493.25	\$0.00		\$1,493.25
RAMON PONCE								
RAMON PONCE	3/16/2021	11/13/2020	November 2020	Dental Reimbursement - Self	\$76.92	\$0.00		\$76.92
RAMON PONCE	3/16/2021	12/14/2020	December 2020	Dental Reimbursement - Self	\$76.92	\$0.00		\$76.92
RAMON PONCE	3/16/2021	2/22/2021	February 2021	Dental Reimbursement - Self	\$285.00	\$0.00		\$285.00
RAMON PONCE	3/16/2021	1/13/2021	January 2021	Dental Reimbursement - Self	\$77.81	\$0.00		\$77.81
				<i>Totals for RAMON PONCE: 4 invoice(s) listed.</i>	\$516.65	\$0.00		\$516.65
ROBERT NAPIORSKI								
ROBERT NAPIORSKI	3/16/2021	3/10/2021	Feb/March 2021	Dental Reimbursement - Self	\$983.32	\$0.00		\$983.32
				<i>Totals for ROBERT NAPIORSKI: 1 invoice(s) listed.</i>	\$983.32	\$0.00		\$983.32
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8752	Snow Plowing Services - Various Locations- C	\$5,850.00	\$0.00		\$5,850.00
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8756	Snow Salting Services - Various Locations 2/	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8743	Snow Plowing Services - Various Locations-	\$24,145.00	\$0.00		\$24,145.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-1	Lawn Maintenance & Trash Removal- 185 Dn	\$82.50	\$0.00		\$82.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-2	Lawn Maintenance & Trash Removal- 97-99 I	\$110.00	\$0.00		\$110.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-3	Lawn Maintenance & Trash Removal- 92-94 S	\$87.50	\$0.00		\$87.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-4	Lawn Maintenance & Trash Removal- 204 St	\$132.50	\$0.00		\$132.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-5	Lawn Maintenance & Trash Removal- 284 MI	\$80.00	\$0.00		\$80.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-7	Lawn Maintenance & Trash Removal- 314 MI	\$77.50	\$0.00		\$77.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-8	Lawn Maintenance & Trash Removal- 326-3	\$120.00	\$0.00		\$120.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-9	Lawn Maintenance & Trash Removal- 408-4	\$137.50	\$0.00		\$137.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-10	Lawn Maintenance & Trash Removal- 199 Wc	\$92.50	\$0.00		\$92.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-14	Lawn Maintenance & Trash Removal- Manila	\$300.00	\$0.00		\$300.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-15	Lawn Maintenance & Trash Removal- 550 Jo	\$355.00	\$0.00		\$355.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-16	Lawn Maintenance & Trash Removal- 84 Sip ,	\$97.50	\$0.00		\$97.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-17	Lawn Maintenance & Trash Removal- 80 Bay	\$160.00	\$0.00		\$160.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-18	Lawn Maintenance & Trash Removal- 174-1	\$325.00	\$0.00		\$325.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-20	Lawn Maintenance & Trash Removal- 336-3	\$102.50	\$0.00		\$102.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-22	Lawn Maintenance & Trash Removal- Johns	\$380.00	\$0.00		\$380.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-24	Lawn Maintenance & Trash Removal - 612-6	\$245.00	\$0.00		\$245.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-25	Lawn Maintenance & Trash Removal-558 Co	\$137.00	\$0.00		\$137.00
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8748	Snow Salting Services - Various Locations 1/	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8750	Snow Salting Services - Various Locations 1/	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-6	Lawn Maintenance & Trash Removal- 292 MI	\$87.50	\$0.00		\$87.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-11	Lawn Maintenance & Trash Removal- 405-4	\$82.50	\$0.00		\$82.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-12	Lawn Maintenance & Trash Removal- 665 Oc	\$120.00	\$0.00		\$120.00

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
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-13	Lawn Maintenance & Trash Removal- 51 Cre	\$87.50	\$0.00		\$87.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-19	Lawn Maintenance & Trash Removal- 34-36 C	\$87.50	\$0.00		\$87.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-21	Lawn Maintenance & Trash Removal- 1054-	\$97.50	\$0.00		\$97.50
Silagy Contracting, LLC.	3/16/2021	3/1/2021	8825-23	Lawn Maintenance & Trash Removal- 574 Co	\$120.00	\$0.00		\$120.00
Silagy Contracting, LLC.	3/16/2021	2/17/2021	8754	Snow Salting Services - Various Locations 2/	\$2,550.00	\$0.00		\$2,550.00
				Totals for Silagy Contracting, LLC.:	\$43,899.50	\$0.00		\$43,899.50
				31 invoice(s) listed.				
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	3/16/2021	3/1/2021	March 2021	Payment for Copier Lease	\$1,251.38	\$0.00		\$1,251.38
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,251.38	\$0.00		\$1,251.38
				1 invoice(s) listed.				
TSIVICOS ENTERPRISES, INC.								
TSIVICOS ENTERPRISES, INC.	3/16/2021	2/12/2021	Final Pymt #10	Engineering Services - Berry Lane Park - Skat	\$96,882.40	\$0.00		\$96,882.40
				Totals for TSIVICOS ENTERPRISES, INC.:	\$96,882.40	\$0.00		\$96,882.40
				1 invoice(s) listed.				
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	3/16/2021	2/24/2021	5755228	H/C Water dispenser	\$229.30	\$0.00		\$229.30
				Totals for TWIN ROCKS SPRING WATER:	\$229.30	\$0.00		\$229.30
				1 invoice(s) listed.				
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	3/16/2021	2/28/2021	February 2021	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY:	\$4,791.67	\$0.00		\$4,791.67
				1 invoice(s) listed.				
VERIZON								
VERIZON	3/16/2021	2/23/2021	February 2021	Agency Cell Phone Bill - February 2021	\$186.97	\$0.00		\$186.97
				Totals for VERIZON:	\$186.97	\$0.00		\$186.97
				1 invoice(s) listed.				
Wielkoltz & Company, LLC.								
Wielkoltz & Company, LLC.	3/16/2021	3/3/2021	20-00085-01258	CFO Services Rendered	\$700.00	\$0.00		\$700.00
Wielkoltz & Company, LLC.	3/16/2021	3/1/2021	20-00085-01259	CFO Services Rendered	\$7,500.00	\$0.00		\$7,500.00
				Totals for Wielkoltz & Company, LLC.:	\$8,200.00	\$0.00		\$8,200.00
				2 invoice(s) listed.				
WILLIAM J. GUARINI, INC.								

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
WILLIAM J. GUARINI, INC.	3/16/2021	2/11/2021	WG02539	Plumber Repair -574 Communipaw	\$3,200.00	\$0.00		\$3,200.00
				Totals for WILLIAM J. GUARINI, INC.: 1 invoice(s) listed.	\$3,200.00	\$0.00		\$3,200.00
XEROX CORPORATION								
XEROX CORPORATION	3/16/2021	3/1/2021	March 2021	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00		\$191.27
GRAND TOTALS:					\$346,504.69	\$0.00		\$346,504.69

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 (3/16/2021)
- Include all Post Statuses
- Include all Invoices
- Include all Vendors
- Include these Banks: Provident Checking
- Include all Invoice Attributes
- Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	3/16/2021	1/31/2021	5143	Bayfront Sustainability - Progress Report	\$44.00	\$0.00		\$44.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$44.00	\$0.00		\$44.00
CME ASSOCIATES								
CME ASSOCIATES	3/16/2021	2/24/2021	0275810	Engineering Services - Bayfront Redevelopment	\$8,695.50	\$0.00		\$8,695.50
CME ASSOCIATES	3/16/2021	2/12/2021	0275389	Engineering Services - Bayfront Redevelopment	\$22,545.00	\$0.00		\$22,545.00
				Totals for CME ASSOCIATES:	\$31,240.50	\$0.00		\$31,240.50
FUSION CREATIVE								
FUSION CREATIVE	3/16/2021	3/8/2021	3085	Presentation Bayfront Website	\$1,050.00	\$0.00		\$1,050.00
				Totals for FUSION CREATIVE:	\$1,050.00	\$0.00		\$1,050.00
MATRIX NEW WORLD ENGINEERING PC								
MATRIX NEW WORLD ENGINEERI	3/16/2021	1/18/2021	29099	Bulkhead Consulting Svcs - Bayfront	\$1,125.00	\$0.00		\$1,125.00
MATRIX NEW WORLD ENGINEERI	3/16/2021	12/14/2020	28687	Bulkhead Consulting Svcs - Bayfront	\$1,125.00	\$0.00		\$1,125.00
MATRIX NEW WORLD ENGINEERI	3/16/2021	2/26/2021	29640	Bulkhead Consulting Svcs - Bayfront	\$1,012.50	\$0.00		\$1,012.50
				Totals for MATRIX NEW WORLD ENGINEERING PC:	\$3,262.50	\$0.00		\$3,262.50
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	3/16/2021	1/31/2021	27602	Financial Advisory Services- Bayfront Redeve	\$1,010.00	\$0.00		\$1,010.00
				Totals for NW FINANCIAL GROUP, LLC:	\$1,010.00	\$0.00		\$1,010.00
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	3/16/2021	2/12/2021	21.627.13	Environmental Services - Bayfront	\$4,664.69	\$0.00		\$4,664.69
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$4,664.69	\$0.00		\$4,664.69
Stock Development Group, Inc.								
Stock Development Group, Inc.	3/16/2021	11/3/2020	E-221	Monthly Management Services - Bayfront	\$7,250.00	\$0.00		\$7,250.00
				Totals for Stock Development Group, Inc.:	\$7,250.00	\$0.00		\$7,250.00
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	3/16/2021	2/7/2021	21-00085-01260	CFO Services Rendered - Bayfront	\$750.00	\$0.00		\$750.00
				Totals for Wielkotz & Company, LLC.:	\$750.00	\$0.00		\$750.00
GRAND TOTALS:					\$49,271.69	\$0.00		\$49,271.69

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 (3/16/2021)

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 MAKING
APPLICATION TO THE LOCAL FINANCE BOARD PURSUANT
TO N.J.S.A. 40A:5A-24 IN CONNECTION WITH THE PATHSIDE
REDEVELOPMENT PROJECT, LOCATED AT BLOCK 9501,
LOT 22, COMMONLY KNOWN AS 25 PATHSIDE A/K/A 84 SIP
AVENUE, WITHIN THE JOURNAL SQUARE 2060
REDEVELOPMENT AREA**

WHEREAS, the City of Jersey City, in the County of Hudson (the “City”) has designated certain areas within its borders, including but not limited to that certain property commonly known as 25 Pathside (also known as 25 Journal Square and 84 Sip Avenue) and identified on the official tax map of the City as Block 9501, Lot 22 (the “Property”), as an area in need of redevelopment (the “**Journal Square 2060 Redevelopment Area**”); and

WHEREAS, the City has enacted the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”); and

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

WHEREAS, in furtherance of the Redevelopment Law, the Agency’s corporate purposes, and the revitalization and redevelopment of the Journal Square 2060 Redevelopment Area, in 2018, 2019 and 2020, the Agency issued one-year project notes (as currently outstanding, the “**Outstanding Project Note**”), pursuant to *N.J.S.A. 40A:5A-6* and *40A:12A-29(a)(3)*, in the amount of \$10,000,000, to finance the acquisition of, and renovation of, the Property, with a view toward redeveloping same; and

WHEREAS, the Agency desires to make application to the Local Finance Board for approval pursuant to *N.J.S.A. 40A:5A-24*, of the adoption of a supplemental project note resolution providing for the current refunding of the Outstanding Project Note; and

WHEREAS, the Agency believes that:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the local unit or units;

(c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant;

(d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the local unit or units and will not create an undue financial burden to be placed upon the local unit or units,


NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY, IN THE COUNTY OF HUDSON, NEW JERSEY AS FOLLOWS:

Section 1. The application to the Local Finance Board is hereby approved, and the Agency's Bond Counsel, auditor and financial advisor, along with other representatives of the Agency, are hereby authorized to prepare such application and to represent the Agency in matters pertaining thereto.

Section 2. The Executive Director of the Agency is hereby directed to prepare and file a copy of the resolution with the Local Finance Board as part of such application.

Section 3. The Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey Statute.

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 March 16, 2021.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH ONE GROVE PROPERTY LLC AND THE TRANSFER OF OWNERSHIP INTERESTS IN REDEVELOPER AND THE PROPERTY IDENTIFIED AS BLOCK 15906, LOT 1, COMMONLY KNOWN AS 221 GROVE STREET (A/K/A 101 GROVE STREET) WITHIN THE LIBERTY HARBOR NORTH 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 Liberty Harbor North Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Liberty Harbor North Redevelopment Plan” (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, in accordance with the Redevelopment Law, on June 1, 2020, the Agency and One Grove Property LLC (“**Redeveloper**”) entered into that certain redevelopment agreement (the “**One Grove RDA**”) for the redevelopment of certain property identified as Block 15906, Lot 1, commonly known as 221 Grove Street (a/k/a 101 Grove Street) (the “**Property**”); and

WHEREAS, One Grove Holdings LLC, a Delaware limited liability company (the “**Parent Company**”), an affiliate of SRE Development, LLC (“**SRE**”), is the direct owner and sole member of Redeveloper; and

WHEREAS, the Redeveloper submitted a request, a copy of which is on file with the Agency, to revise the ownership and financing structure of Redeveloper resulting in a full transfer of the Parent Company’s membership interests in Redeveloper and transfer of title to the Property (the “**Transfer**”) to Amerinvest Jersey City Development LLC, a Delaware limited liability company owned by TKK Capital Holdings, owned by Texas Kang Kai Capital Partners, owned by China Capital Advisors Corporation, wholly owned by its sole member, Sing Wang, an individual (the “**Transferee**”); and

WHEREAS, to effectuate such transaction, SRE and the Transferee have agreed to enter into a Development Management Agreement (as amended, the “**Development Management Agreement**”) pursuant to which SRE shall retain managerial control of all aspects of the redevelopment of the Property; and

WHEREAS, the Development Management Agreement will name the Agency as a third-party beneficiary and will provide the Agency with certain approval rights, such that SRE shall not be removed from its role and duties thereunder 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 Project (as defined in the One Grove RDA) as a result of the Transfer; and

WHEREAS, the One Grove RDA provides that certain transfers of interests in the One Grove RDA, the redevelopment project and/or the Redeveloper are subject to the approval of the Agency; and

WHEREAS, the Agency desires to memorialize certain terms and conditions necessary to effectuate the Transfer in an amendment to the One Grove RDA, a copy of which is on file with the Agency,

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency 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 and Transferee shall comply with all the terms, conditions and requirements of the One Grove RDA, Jersey City Ordinance No. 09-096, including submission of all required disclosures and certificates, and shall submit and/or execute all other background information and documents requested by the Agency.
- (b) The Redeveloper shall remain obligated under the One Grove RDA, which remains in full force and effect.
- (c) SRE and the Transferee shall enter into the Development 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 SRE from its role and duties under the Development Management Agreement.
- (d) SRE shall execute and deliver to the Agency a guaranty of all obligations under the One Grove RDA.
- (e) Upon effectuation of the Transfer, the Redeveloper shall notify the Agency in writing that the transfer has been effectuated.

- (f) Any and all fees (including the applicable transfer fee), sums, 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 an amendment to the One Grove RDA, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel, and any and all other documents necessary to effectuate this Resolution subject to the review and approval of the Agency's 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 March 16, 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				✓

CERTIFICATION AS TO TRANSFER

The undersigned, in order to induce the Jersey City Redevelopment Agency (the “**Agency**”) to consent to the transfer described below, do hereby certify as follows:

1. Ownership Prior to Requested Transfer. As of the date hereof, One Grove Holdings LLC (the “**Company**”) is the sole owner and managing member of One Grove Property LLC, which has entered into that certain redevelopment agreement with the Agency dated June 1, 2020 (the “**Redevelopment Agreement**”) for the redevelopment of certain property governed by the Liberty Harbor North Redevelopment Plan and identified as Block 15906, Lot 1, commonly known as 221 Grove Street (a/k/a 101 Grove Street) (the “**Property**”).

2. Requested Transfer.

(A) The Company has requested that the Agency consent to a transfer of 100% ownership in the Company and the Property to Amerinvest Jersey City Development LLC (the “**Transferee**”), a Delaware limited liability company wholly owned by TKK Capital Holdings, a Cayman Islands exempted company wholly owned by Texas Kang Kai Capital Partners, a Cayman Islands exempted company wholly owned by China Capital Advisors Corporation, a Cayman Islands exempted company, owned by its sole managing member, Sing Wang, an individual. The undersigned agree and acknowledge that in accordance with the Redevelopment Agreement, the Agency’s consent is required before any such transfer can occur.

(B) SRE Development, LLC (“**SRE**”), currently an affiliate of the Company, will continue performing development management duties for the Transferee, including the duty to act as an authorized representative for matters related to the Agency and management of all aspects of the development, pursuant to a separate Development Management Agreement with the Transferee (as amended and restated, the “**Development Management Agreement**”). Pursuant to the Development Management Agreement, SRE shall be required to fund all future capital needs beyond the purchase price associated with the Transfer, arrange all financing for the Project (as defined in the Redevelopment Agreement) and continue to serve as the guarantor under all loans, including but not limited to the existing loan and future construction loan.

3. Effect of Transfer. The requested transfer acts solely to restructure the financing and funding of the Project (as defined in the Redevelopment Agreement). No capital is being withdrawn from the Project by any member of the Company or SRE or related entity of either by virtue of the transfer.

4. Certification. The undersigned hereby certify that the foregoing statements are true. The undersigned are aware that if any of the foregoing statements are willfully false, the undersigned are subject to punishment.

IN WITNESS WHEREOF, we have hereunto set our hands.

ONE GROVE PROPERTY LLC

By: ONE GROVE HOLDINGS LLC

By: Phillip Gesue
Title: Authorized Signatory
Date:

SRE DEVELOPMENT, LLC

By: Linsen Zhang
Title: Authorized Signatory
Date:

STATE OF _____)
) SS.:
COUNTY OF _____)

AFFIDAVIT OF SING WANG

I, **SING WANG**, of full age, being duly sworn according to law, in order to induce the Jersey City Redevelopment Agency (the "**Agency**") to consent to the transfer described herein, upon my oath, depose and say:

1. As of the date hereof, One Grove Holdings LLC ("**One Grove Holdings**") is the sole owner and managing member of One Grove Property LLC, which has entered into that certain redevelopment agreement with the Agency dated June 1, 2020 (the "**Redevelopment Agreement**") for the redevelopment of certain property in the City of Jersey City (the "**City**") governed by the Liberty Harbor North Redevelopment Plan and identified as Block 15906, Lot 1 on the official tax maps of the City, commonly known as 221 Grove Street (a/k/a 101 Grove Street) (the "**Property**"). One Grove Holdings has requested that the Agency consent to a transfer of 100% ownership of One Grove Holdings and the Property to Amerinvest Jersey City Development LLC (the "**Company**"), a Delaware limited liability company.

2. All information pertaining to the current and proposed use of the Property has been fully disclosed to the Agency. The Property will be used exclusively for the Project (as defined in the Redevelopment Agreement), and for no other purpose.

3. The Company is not a "foreign person" within the meaning of Sections 1445 or 7701 of the Internal Revenue Code of 1986, as amended.

4. The Company and its equity partners are not and will not become a person (individually, a "**Prohibited Person**" and collectively "**Prohibited Persons**") listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, U.S. Department of the Treasury (the "**OFAC List**") or otherwise subject to any other prohibitions or restriction imposed by laws, rules, regulations or executive orders, including Executive Order No. 13224, administered by OFAC (collectively the "**OFAC Rules**").

5. The Company and its equity partners, also (a) are not and will not become owned or controlled by a Prohibited Person, (b) are not acting and will not act for or on behalf of a Prohibited Person, (c) are not otherwise associated with and will not become associated with a Prohibited Person, and (d) are not providing and will not provide any material, financial or technological support for or financial or other service to or in support of acts of terrorism or a Prohibited Person.

6. The Company will not transfer any interest in the Company to, or enter into a lease with, any Prohibited Person.

7. The Company will immediately notify the Agency if the Company has knowledge that any member or beneficial owner of the Company is or becomes a Prohibited Person

or (a) is indicted on or (b) arraigned and held over on charges involving money laundering or predicate crimes to money laundering.

8. The Company will not enter into any lease or any other transaction or undertake any activities related to the Property in violation of the federal Bank Secrecy Act, as amended (“**BSA**”), 31 U.S.C. § 5311, *et seq.* or any federal or state laws, rules, regulations or executive orders, including, but not limited to, 18 U.S.C. §§ 1956, 1957 and 1960, prohibiting money laundering and terrorist financing (collectively “**Anti-Money Laundering Laws**”).

9. The Company will (a) not use or permit the use of Property in any way that will violate either the OFAC Rules or Anti-Money Laundering Laws, (b) comply and cause all of its subsidiaries to comply with applicable OFAC Rules and Anti-Money Laundering Laws, and (c) not engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the foregoing.

10. The Company will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the “**Patriot Act**”) and all applicable requirements of any court, board, agency, commission, office or authority of any nature whatsoever or any governmental unit (federal, state, commonwealth, county, district, municipal, city, foreign or otherwise) having jurisdiction over the Company and/or the Property, including those relating to money laundering and terrorism.

11. At all times, (a) none of the assets of the Company will constitute property of, or will be beneficially owned, directly or indirectly, by any person subject to trade restrictions under United States law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq.*, the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq.*, the Patriot Act and any Executive Orders or regulations promulgated thereunder, each as may be amended from time to time, with the result that the investment in the Company, (whether directly or indirectly), would be prohibited by law (each, an “**Embargoed Person**”), (b) no Embargoed Person will have any interest of any nature whatsoever in the Company, with the result that the investment in the Company, (whether directly or indirectly), would be prohibited by law, and (c) none of the funds of the Company will be derived from any unlawful activity with the result that the investment in the Company, (whether directly or indirectly), would be prohibited by law.

12. Neither the Company nor, to the Company’s knowledge, any owner of a direct or indirect interest in the Company (a) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any violation of the criminal laws of the United States of America or of any of the several states, or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states, relating to terrorism or the laundering of monetary instruments, including any offense under (i) the criminal laws against terrorism; (ii) the criminal laws against money laundering, (iii) the Bank Secrecy Act, as amended, (iv) the Money Laundering Control Act of 1986, as amended, or (v) the Patriot Act (each a “**Patriot Act Offense**”), including the crimes of conspiracy to commit, or aiding and abetting another to commit, a Patriot Act Offense; or (b) is currently under investigation by any court, board, agency, commission, office or authority of any nature whatsoever or any

governmental unit (federal, state, commonwealth, county, district, municipal, city, foreign or otherwise) for alleged criminal activity.

13. In support of the foregoing, the Company has executed a certain Certification of Beneficial Owner(s) and has provided the Agency with all necessary documents and proofs to verify same.

14. The undersigned hereby certifies that the foregoing statements are true. The undersigned is aware that if any of the foregoing statements are willfully false, the undersigned is subject to punishment.

SING WANG
Date:

Sworn to and Subscribed
before me this ____ day of
March, 2021.

Notary Public

GUARANTY

THIS GUARANTY (this “**Guaranty**”) is made effective as of this ____ day of March, 2021, by **SRE DEVELOPMENT, LLC** (the “**Guarantor**”), a Delaware limited liability company, with an address of c/o Strategic Real Estate LLC, 525 Washington Boulevard, Jersey City, New Jersey 07310, to and in favor of the **JERSEY CITY REDEVELOPMENT AGENCY** (the “**Agency**”), a public body corporate, having its offices located at 66 York Street, Jersey City, New Jersey 07302.

Background

A. The Agency has entered into that certain Redevelopment Agreement, dated June 1, 2020 (as amended, the “**Redevelopment Agreement**”) with **ONE GROVE PROPERTY LLC** (the “**Redeveloper**”). All defined terms used in this Guaranty have the same meaning as set forth in the Redevelopment Agreement unless a different meaning is ascribed to such term herein.

B. Pursuant to the Redevelopment Agreement, the Guarantor has agreed to guaranty obligations of the Redeveloper set forth in the Redevelopment Agreement. This Guaranty memorializes the Guarantor’s obligations in such regard.

C. The Guarantor will derive a direct financial benefit from the transaction described in the Redevelopment Agreement.

NOW, THEREFORE, as a material inducement for the Agency to approve a transfer request submitted by the Redeveloper, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby covenants and agrees to the “**Guaranteed Obligations**,” defined as the performance of all obligations of the Redeveloper under the Redevelopment Agreement.

If the Redeveloper shall fail to satisfy the Guaranteed Obligations, the Guarantor, within thirty (30) days after written demand by the Agency, shall pay the Guaranteed Obligations.

The Agency may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to the Redevelopment Agreement; (ii) modify, amend, or change any provisions of the Redevelopment Agreement; (iii) grant extensions or renewals of or with respect to the Redevelopment Agreement or effect any release, compromise or settlement in connection with the Redevelopment Agreement; and (iv) deal in all respects with the Redeveloper, or its successors in interest, as if this Guaranty were not in effect. The obligations of the Guarantor under this Guaranty shall be unconditional, absolute and irrevocable and shall continue in full force and effect until the Redeveloper’s obligations under the Redevelopment Agreement are satisfied.

The liability of the Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Agency of any remedies it may have against the Redeveloper or its successors and permitted assigns, with respect to the Redevelopment Agreement, whether pursuant to the terms thereof or by law. Any one or more successive or

concurrent actions may be brought herein against the Guarantor either in the same action, if any, brought against the Redeveloper or its successors in interest or in separate actions, as often as the Agency may deem advisable.

The Guarantor hereby expressly waives (i) presentment, demand and protest; (ii) notice of acceptance of this Guaranty; (iii) notice of any default (except as required under this Guaranty) under the Redevelopment Agreement and of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Redevelopment Agreement; (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive; and (vi) any defense (other than payment) to any action in connection with this Guaranty brought against the Guarantor by the Agency, including, without limitation, any defense based on any statute of limitations and on any legal disability of the Redeveloper and any discharge and limitation of liability of the Redeveloper to the Agency whether consensual or arising by operation of law or any bankruptcy, insolvency or debtor-relief proceeding, or from any other cause. The Guarantor also waives trial by jury in any action brought on or with respect to this Guaranty and agrees that in the event this Guaranty shall be enforced by suit or otherwise, the Guarantor will reimburse the Agency, upon demand, for all reasonable expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

Any notice, demand, request or other communication which the Agency may desire to give to the Guarantor with respect to this Guaranty shall be deemed sufficient if in writing and sent to the Guarantor postage prepaid, certified, registered, or U.S. express mail, return receipt requested, or by nationally recognize overnight courier addressed to the Guarantor at the address first set forth above or at such other address Guarantor designates for notices in a written notice to the Agency.

All rights and remedies afforded to the Agency, by reason of this Guaranty and the Redevelopment Agreement, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Agency in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Agency unless in writing and duly signed by the Agency. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Agency and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

The Guarantor represents and warrants that it has a financial interest in the Project (as defined in the Redevelopment Agreement), that it has examined or has had an opportunity to examine documents referred to herein, that it has full power, authority and legal right to execute and deliver this Guaranty, and that this Guaranty is a binding legal obligation of the Guarantor. The Guarantor represents and warrants that, at the time of the execution of delivery of this Guaranty, there is no litigation pending or to the best of the Guarantor's knowledge, threatened against Guarantor that, if decided adversely to the Guarantor, would prevent the Guarantor from performing under this Guaranty, and neither execution or delivery of this Guaranty nor compliance with the terms hereof will conflict with, or constitute a breach of or default under any agreement or instrument to which the Guarantor may be a party.

If any provision or part of any provision contained in this Guaranty shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, or the remaining part of the affected provision of this Guaranty, but this Guaranty shall be construed as if such invalid, illegal or unenforceable provision or part hereof had never been contained herein, but only to the extent it is invalid, illegal or unenforceable.

This Guaranty shall inure to the benefit of, and be enforceable by, the Agency and its successors and assigns, and shall be binding upon, and enforceable against, the Guarantor and its heirs, personal representatives, successors and assigns.

This Guaranty shall not create any rights in any surety under payment and performance bonds, among the surety, if any, the Redeveloper, its general contractors, and the Agency, with respect to the Project, either as a third-party beneficiary, or in any other manner, it being understood and agreed that this Guaranty is intended for the sole benefit of the Agency.

This Guaranty shall be governed and construed in accordance with the laws of the State of New Jersey.

Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others.

[signatures appear on the following page]

IN WITNESS WHEREOF, the Guarantor has executed this Guaranty on the date first above written.

ATTEST:

SRE DEVELOPMENT, LLC

Name:

By:

Linsen Zhang, Authorized Signatory

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (the “**First Amendment**”) is entered into as of the ____ day of _____, 2021 (the “**Amendment Effective Date**”) by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302 (the “**Agency**”), and **ONE GROVE PROPERTY LLC**, with offices at c/o The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801 (“**Redeveloper**”; together with the Agency, the “**Parties**”; each, a “**Party**”).

WITNESSETH:

WHEREAS, 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 redevelopment commonly known as the Liberty Harbor North Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Liberty Harbor North Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, certain property identified on the City’s tax maps as Block 15906, Lot 1, commonly known as 221 Grove Street (a/k/a 101 Grove Street) (the “**Property**”), is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, pursuant to Resolution No. 20-04-10 adopted on April 21, 2020, the Agency and Redeveloper entered into that certain Redevelopment Agreement dated June 1, 2020 (the “**Redevelopment Agreement**”) for the redevelopment of the Property with the Project (as defined in the Redevelopment Agreement); and

WHEREAS, on November 25, 2020, the Redeveloper submitted a request to transfer the Property and membership interests of Redeveloper to Amerinvest Jersey City Development LLC (the “**Transferee**”), subject to the execution of a development management agreement by and between the Transferee and SRE Development LLC, an affiliate of the Redeveloper (the “**Development Management Agreement**”), which Development Management Agreement names the Agency as a third-party beneficiary and provides the Agency with approval rights such that SRE Development LLC shall not be removed from its role and duties thereunder without the Agency’s consent which shall not be unreasonably withheld, denied or delayed; and

WHEREAS, by Resolution No. 21-[_____] adopted on [_____, 2021] (the “**Approval Resolution**”), the Board of Commissioners of the Agency approved the transfer to Transferee, subject to certain conditions set forth in the Approval Resolution; and

WHEREAS, as set forth in the Redevelopment Agreement, Redeveloper has agreed to pay certain fees, including an administrative fee of \$50,000 per year for the term of the Redevelopment Agreement (the “**Administrative Fee**”); and

WHEREAS, the Parties have determined to enter into this First Amendment for the purposes of memorializing the above,

NOW, THEREFORE, for good and valuable consideration as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

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

Section 2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings ascribed to them in the Redevelopment Agreement.

Section 3. Section 3.03(b) of the Redevelopment Agreement is hereby amended such the 2021 Administrative Fee shall be made on the Amendment Effective Date and subsequent Administrative Fee payments shall be due and payable on each yearly anniversary of the Amendment Effective Date until the Project is completed.

Section 4. The definition of the term “Event of Default” as set forth in Section 6.01 of the Redevelopment Agreement is hereby amended such that any deviation or violation of the conditions set forth in the Approval Resolution or the Development Management Agreement shall constitute an Event of Default under the Redevelopment Agreement.

Section 5. Section 9.01(a), Manner of Notice, is hereby amended such that in the case of Redeveloper, notices shall be addressed to:

One Grove Property LLC
c/o The Corporation Trust Company
1209 Orange Street
Wilmington, Delaware 19801
Attn: Mr. Sing Wang

Section 6. The Redevelopment Agreement, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Redevelopment Agreement remain in full force and effect.

Section 7. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency has caused this First Amendment to be duly executed in its name and behalf by the Chairman of its Board of Commissioners, and its seal to be hereunto duly affixed and attested by its Secretary, and the Redeveloper has caused this First Amendment to be duly executed in its name and on its behalf by its Authorized Signatory, on or as of the date first above written.

ATTEST:

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

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

By: _____
Name: Hon. Daniel Rivera
Title: Chairman

STATE OF NEW JERSEY)
) **SS:**
COUNTY OF HUDSON)

BE IT REMEMBERED that on _____, 2021, before me, the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared Diana H. Jeffrey, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that she is the Executive Director and Secretary of **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic, and the body corporate and politic named in the within instrument; that Daniel Rivera is the Chairman of said body corporate and politic; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners of the body corporate and politic; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument (if affixed) is the proper corporate seal and was thereto affixed and said instrument signed and delivered by Daniel Rivera, as and for the voluntary act and deed of said body corporate and politic, in presence, who thereupon subscribed his name thereto as attesting witness.

Sworn and subscribed to before me
this __ Day of _____, 2021

Notary Public or Attorney at Law
of the State of NJ
My Commission Expires _____

WITNESS: **ONE GROVE PROPERTY LLC**, a Delaware
limited liability company, Redeveloper

ONE GROVE PROPERTY LLC, a Delaware
limited liability company, Redeveloper

By: _____
Name: _____

By: _____
Name: Sing Wang
Title: Authorized Signatory

STATE OF _____)
) SS:
COUNTY OF _____)

BE IT REMEMBERED that on _____, 2021, before me, the subscriber, a Notary Public of the State of _____, personally appeared Sing Wang, who, being by me duly sworn on their oath, deposes and makes proof to my satisfaction, that s/he is an Authorized Signatory of **ONE GROVE PROPERTY LLC**, a limited liability company of the State of Delaware, the entity named in the within Instrument and that s/he signed, sealed and delivered the attached document as and for their act and deed and as the authorized act and deed of said limited liability company.

Sworn and subscribed to before me
this ____ Day of _____, 2021

Notary Public of the State of _____
My Commission Expires _____