

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF MARCH 16th, 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 April 20, 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 THE SPECIAL REMOTE PUBLIC
MEETING MARCH 31st, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special 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 April 20, 2021

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

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF EXECUTIVE SESSION OF THE
REMOTE PUBLIC MEETING MARCH 16TH, 2021**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of March 16, 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 March 16, 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 April 20, 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 AUTHORIZING FIRST AMENDMENT TO
REDEVELOPMENT AGREEMENT WITH BATES REDEVELOPMENT LLC GOVERNING
PROPERTIES WITHIN THE BATES STREET REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency ("**JCRA**") was established as an instrumentality of the City of Jersey City (the "**City**") 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) (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 Bates Street Redevelopment Area (the "**Redevelopment Area**") and adopted and subsequently amended a redevelopment plan for the area entitled the Bates Street Redevelopment Plan as may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, on November 21, 2017, Bates Redevelopment LLC (the "**Master Redeveloper**") made a formal presentation to the JCRA to redevelop Block 13801, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16; Block 13802, Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22 & 23; Block 13803, Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19; and Block 13805, Lots 1, 2, 3, 4, 5, 6, 7 & 8, which are located within the Redevelopment Area (the "**Bates Area Properties**"); and

WHEREAS, on December 19, 2017, the JCRA adopted a resolution approving and authorizing execution of a master redevelopment agreement by and between the JCRA and Bates Redevelopment LLC, as the Master Redeveloper; and

WHEREAS, on February 26, 2018, the JCRA and Master Redeveloper entered into a master redevelopment agreement (the "**Redevelopment Agreement**" or "**Master Redevelopment Agreement**"), pursuant to the Redevelopment Law; and

WHEREAS, the Redevelopment Agreement provides that the Master Redeveloper shall be designated redeveloper of the Bates Area Properties; and

WHEREAS, the Master Redeveloper desires to commence the redevelopment of Block 13803, Lots 1-4 and 14-19 (the "**Phase 1 Parcels**") with a six story residential building containing 80 residential dwelling units and 80 parking spaces (the "**Phase 1 Project**"); and

WHEREAS, certain property owners of properties located within the Redevelopment Area, unrelated to the Master Redeveloper, desire to develop their properties in accordance with the Redevelopment Plan; and

WHEREAS, the Master Redeveloper has agreed to yield its development rights to such property owners, provided that each is designated as a Sub-Redeveloper by the JCRA and enters into a Sub-Redevelopment Agreement by and between the JCRA, Master Redeveloper and property owner; and

WHEREAS, the JCRA and Master Redeveloper now wish to amend the Redevelopment Agreement to reflect the said changes and other provisions necessary to undertake the development of the properties located within the Redevelopment Area.

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 JCRA hereby approves its entry into a First Amendment of the Redevelopment Agreement with Bates Redevelopment LLC, the form of which is attached hereto and made part hereof as **Exhibit A**.

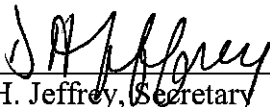
Section 3. The Executive Director is hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved First Amendment to the Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 5. A copy of this Resolution shall be available for public inspection at the offices of the JCRA.

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 held on April 20, 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	✓			

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

This First Amendment to Redevelopment Agreement (the "**First Amendment**"), dated ____ day of _____, 2021 (the "**Effective Date**"), among the

JERSEY CITY REDEVELOPMENT AGENCY, a body corporate and politic of the State of New Jersey having its offices at 66 York Street, Third Floor, Jersey City, New Jersey 07302 (the "**Agency**");

and

BATES REDEVELOPMENT, LLC, a limited liability company of the State of New Jersey having its offices at 300 Coles Street, Suite 2, Jersey City, New Jersey, 07310 (the "**Redeveloper**" or "**Master Redeveloper**");

Hereinafter each a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the Agency was established as an instrumentality of the City of Jersey City (the "**City**") 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) (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 Bates Street Redevelopment Area (the "**Redevelopment Area**") and adopted and subsequently amended a redevelopment plan for the area entitled the Bates Street Redevelopment Plan as may be further amended and supplemented from time to time (the "**Redevelopment Plan**"); and

WHEREAS, on November 21, 2017, the Master Redeveloper made a formal presentation to the Agency to redevelop Block 13801, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16; Block 13802, Lots 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22 & 23; Block 13803, Lots 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19; and Block 13805, Lots 1, 2, 3, 4, 5, 6, 7 & 8, which are located within the Redevelopment Area (the "**Bates Area Properties**"); and

WHEREAS, on December 19, 2017, the Agency adopted a resolution approving and authorizing execution of a master redevelopment agreement by and between the Agency and Bates Redevelopment LLC, as the Master Redeveloper; and

WHEREAS, on or about February 26, 2018, the Agency and Master Redeveloper

entered into a master redevelopment agreement (the "Redevelopment Agreement" or "Master Redevelopment Agreement"), pursuant to the Redevelopment Law; and

WHEREAS, the Redevelopment Agreement provides that the Master Redeveloper shall be designated redeveloper of the Bates Area Properties; and

WHEREAS, the Redevelopment Plan dedicates Block 13702, Lots 1 and 2, Block 13703, Lot 3, and Block 13806, Lot 2 (the "Open Space Parcels") for sole purpose open space improvements within the Redevelopment Area (the "Open Space Improvements"); and

WHEREAS, the Agency now desires to designate the Master Redeveloper as the Redeveloper of the Open Space Parcels and extend the Bates Area Properties to include the Open Space Parcels, as more particularly depicted on **Exhibit A**; and

WHEREAS, the Agency is the owner of certain real property designated as Block 13803, Lots 1-2 (the "Agency Properties"); and

WHEREAS, the Agency desires to enter into a grant of license and right of entry agreement (the "License Agreement") with the Master Redeveloper in connection with the Agency Properties which shall be in substantially the same form as attached hereto as **Exhibit B**; and

WHEREAS, the Master Redeveloper now controls Block 13803, Lots 3-4 and 14-19; and

WHEREAS, the Master Redeveloper now desires to develop Block 13803, Lots 1-4 and 14-19 as more particularly depicted on **Exhibit C** attached hereto and made a part hereof (the "Phase 1 Parcels"); and

WHEREAS, the Master Redeveloper intends to proceed with the development of the Phase 1 Parcels by constructing a six (6) story residential building containing eighty (80) residential dwelling units and eighty (80) parking spaces as more particularly described in the General Development Application and attendant architectural and civil drawings filed with the City of Jersey City's Division of Planning on July 8, 2020, attached hereto as **Exhibit D** (the "Phase 1 Project"); and

WHEREAS, certain property owners of properties located within the Redevelopment Area, unrelated to the Redeveloper, desire to develop their properties in accordance with the Redevelopment Plan; and

WHEREAS, the Master Redeveloper has agreed to yield its development rights to such property owners, provided that each property owner is designated as a Sub-Redeveloper by the Agency and enters into a Sub-Redevelopment Agreement by and

between the Agency, Master Redeveloper and property owner (the "Sub-Redeveloper") (hereinafter, the "Sub-Redeveloper Agreement"); and

WHEREAS, on August 18, 2020, pursuant to Resolution No. 20-08-07, Pegasus Enterprises LLC was designated the Sub-Redeveloper of Block 13802, Lots 12, 13, 14, 15, 16, 17, 18 and 19 within the Redevelopment Area; and

WHEREAS, on November 10, 2020, pursuant to Resolution No. 20-11-08, Mecca Realty Development LLC was last conditionally designated the Sub-Redeveloper of Block 13802, Lots 3, 4, 5, 6, 7, 9, 19, 11, 20, 22 and 23, Block 13801, Lots 1, 2, 3 and 4, and Block 13801, Lots 9, 10, 11, 13, 14 and 15 within the Redevelopment Area; and

WHEREAS, on November 10, 2020, pursuant to Resolution No. 20-11-09, York Street West LLC was last conditionally designated the Sub-Redeveloper of Block 13805, Lots 4, 5, 6, 7, and 8 within the Redevelopment Area; and

WHEREAS, the infrastructure within the Redevelopment Area requires urgent and immediate upgrades and improvements, including without limitation, construction of water and sewer infrastructure, roadway improvements, sidewalks, drainage facilities, etc., as more particularly described in the construction cost estimate attached hereto (the "Bates Street Improvements"); and

WHEREAS, the Jersey City Municipal Utilities Authority (the "JCMUA") has agreed to undertake the Bates Street Improvements provided the Master Redeveloper and all Sub-Redevelopers agree to be subject to a special assessment (the "Special Assessment") as further set forth in new Section 9.07; and

WHEREAS, in consideration for the consent of the Master Redeveloper for the designation of a Sub-Redeveloper, the Sub-Redeveloper agrees that it shall enter into and accept the terms of the Special Assessment for the construction by the JCMUA of the Bates Street Improvements; and

WHEREAS, in further consideration for the consent of the Master Redeveloper, such Sub-Redeveloper shall be obligated to enter into a Right-of-First-Refusal with the Master Redeveloper, which shall be attached and incorporated into the Sub-Redeveloper Agreement and shall be in substantially the same form as attached hereto and made a part hereof as **Exhibit D**; and

WHEREAS, the Agency and Master Redeveloper now wish to amend the Redevelopment Agreement to reflect the said changes and other provisions necessary to undertake the development of the properties located within the Bates Area Properties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and

agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties:

1. The Recitals contained hereinabove are incorporated herein as if set forth below.
2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings subscribed to them in the Redevelopment Agreement.
3. Definitions shall be supplemented to include the following:

Bates Area Properties Boundary as defined in the recitals.

Bates Street Improvements as defined in the recitals.

License Agreement as defined in the recitals.

Open Space Parcels as defined in the recitals.

Open Space Improvements as defined in the recitals.

Phase 1 Parcels as defined in the recitals.

Phase 1 Project as defined in the recitals.

Sub-Redeveloper as defined in the recitals.

Sub-Redeveloper Agreement as defined in the recitals.

Special Assessment as defined in the recitals.

4. **Article I. 1.01 Project Description** is amended as follows: The planning, design, financing, construction and operation of the Phase 1 Project.

5. **Article I. 1.02 Redevelopment Plan Amendments** is hereby deleted.

6. **Article II. 2.11 Professional Services Fee and Administrative Fee.** Upon execution of this First Amendment, the Master Redeveloper shall pay the balance of its Administrative fee that is currently due of one hundred thousand dollars (\$100,000). The Master Redeveloper shall, at the same time, pay its balance of its Professional Services Fee currently due of one hundred ninety six thousand nine hundred and ninety dollars and ten cents (\$196,990.10). The Master Redeveloper shall also restore a Professional Services Fee Deposit balance of twenty five thousand dollars (\$25,000).

7. **Article II. 2.12 Governmental Approval Process.** The words

"Improvements on the Properties" shall be deleted and replaced with the words "Phase 1 Project on the Phase 1 Parcel."

8. **Article III. 3.01 Redeveloper's Acquisition of the Properties.** Shall be restated as follows: "The Parties acknowledge and agree that the Redeveloper's commercially reasonable efforts to amicably acquire the Properties pre-dates the Effective Date of this First Amendment. The Redeveloper shall have twelve (12) months from the date of this First Amendment to acquire fee simple title to the Phase I Parcels. The Redeveloper shall have twelve (12) months from the uncured default under any Sub-Redeveloper Agreement to have acquired fee simple to the specific properties with the Bates Area Properties and entered into respective purchase agreements for; or submitted to the Agency Acquisition Notifications for all or some of the Condemnation Parcels. Regarding the acquisition of the Negotiated Parcels, the Redeveloper shall be entitled to two automatic six (6) month extensions, upon written notice to the Agency. The Redeveloper represents that it shall attempt to acquire good and marketable title insurable at regular rates without special premium by a title insurance company authorized to do business in New Jersey. The Parties to this Agreement acknowledge and agree that the Redeveloper's obligation to close title to any of the Negotiated Parcels shall be contingent upon the Redeveloper's receipt of all necessary Governmental Approvals for the Project (or any Phase thereof) and the terms of the purchase agreements between Redeveloper and the owner and Sub-Redeveloper of property located within the Redevelopment Area. Upon the Effective Date of this First Amendment and every sixty (60) days thereafter, the Redeveloper shall provide the Agency with a status of its efforts to acquire the Properties.

9. **Article IV. New Section 9.07 Special Assessment.** The Bates Street Improvements will be, and are intended to be, "local improvements" within the meaning of the Local and Other Improvements Law, N.J.S.A. 40:56-1 et seq., as amended and supplemented, and such improvements will benefit the City. The Parties hereby acknowledge and agree that the existing infrastructure within the Redevelopment Area cannot accept the additional flow demands anticipated from the increased development of the Redevelopment Area. The Parties anticipate that the JCMUA will provide the Parties with a master infrastructure plan (the "**Master Infrastructure Plan**") for the Redevelopment Area, for the purposes of constructing the infrastructure improvements necessary to handle the additional flow demands anticipated from increased development in the Redevelopment Area. The Parties hereby acknowledge and agree to cooperate with the JCMUA to implement the Master Infrastructure Plan and to enter into a special assessment agreement (the "**Special Assessment Agreement**") to make pro rata contributions to same. The Redeveloper shall be responsible for the cost of the Master Infrastructure Plan as it pertains to the Project or infrastructure needs related to the Project. In addition, the Parties hereby acknowledge and agree to cooperate with the City and/or its related agencies to implement a cohesive traffic circulation and open space plan in accordance with the Redevelopment Plan and Redevelopment Agreement. Redeveloper is obligated to enter

into the Special Assessment Agreement to allow the JCMUA to complete the Bates Street Improvements even if the Special Assessment increases due to cost overruns or revised engineering estimates. The Redeveloper acknowledges that the execution of a Special Assessment Agreement is a material inducement to the entry of this Agreement by the Agency, and that a default under the Special Assessment Agreement shall constitute a default under this Agreement.

10. **Article IV. New Section 9.08. Open Space Improvements.** The Master Redeveloper shall be entitled to construct Open Space Improvements on the Open Space Parcels in accordance with Section XII (A) of the Redevelopment Plan and this Agreement. The Master Redeveloper shall be entitled to utilize all present and future funds available through the Open Space Trust Funds, which have been contributed pursuant to Section XII (A) of the Redevelopment Plan.

11. **Article VI. 6.03 Prohibitions Against Transfer of Property and Assignment of Agreement.** The Agency agrees and accepts the transfer and assignment of the Master Redeveloper's rights under this Agreement as it relates to the construction of the Phase 1 Project to a single purpose entity affiliated and wholly controlled by the Master Redeveloper, which hereby assumes all of the obligations of the Master Redeveloper under this Agreement as it relates to the construction of the Phase 1 Project.

12. To the extent that Article II, Article IV, Article V, Article VI, Article VII, Article VIII, Article IX, Article XI, Article XIII (excluding Sections 2.01, 2.02, 2.07, 2.13, 9.03) of the Master Redevelopment Agreement applies to the construction of the properties owned or controlled by a duly designated Sub-Redeveloper, the obligations under such Articles shall not apply to the Master Redeveloper in relation to said Sub-Redeveloper properties unless otherwise acquired by the Master Redeveloper.

13. **Article XII. Manner of Notice.** Is amended to provide that notices to Bates Redevelopment, LLC shall be delivered to the following address:

ATTN: John M. Palumbo
Manhattan Building Company
300 Coles Street, Suite 2
Jersey City, New Jersey 07310

with a copy to:

George Garcia, Esq.
Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, New Jersey 07311

Diana H. Jeffrey, Esq.
 Executive Director
 Jersey City Redevelopment Agency
 66 York Street, Third Floor
 Jersey City, New Jersey 07302

with a copy to:

Brian M. Nelson, Esq.
 Archer & Greiner PC
 10 Highway 35
 Red Bank, New Jersey 07701

14. Schedule A of the Master Redevelopment Agreement shall be replaced with the following timelines for the Project:

	Task	Completion Date
1	Redeveloper and JCRA execute First Amendment to Redevelopment Agreement.	"Effective Date"
2	Redeveloper to acquire the Phase 1 Parcels.	Closing to occur twelve (12) months from the Effective Date.
3	Redeveloper submits development application for the Phase 1 Project (or any Phase thereof) to Planning Board	Submitted on July 8, 2020
4	Redeveloper's receipt of development approvals from the Planning Board	Within One Hundred and Twenty (120) days of a completeness determination by the Planning Board
5	Redeveloper submits other Governmental Applications for the Project	Within Ninety (90) days after receipt of development approval from the Planning Board
6	Redeveloper's receipt of other Governmental Approvals for the Project (or any Phase thereof)	Within Ninety (90) days of submission of complete applications for other Governmental Approvals for Phase 1 Project
7	Redeveloper closes on Construction Loan for the Project (or any Phase thereof)	Within Ninety (90) days of receipt of all unappealable Governmental Approvals
8	Commencement of Construction of the Phase 1 Project	Within Thirty (30) days of closing on construction loan for the Phase 1 Project.
9	Completion of Construction of the Phase 1 Project	(36) Months from Commencement of Construction of remainder of the Project (or any Phase thereof)

The "**Completion Date**" in each item referred to above shall automatically extend two periods of sixty (60) days each to the extent such task has not been completed so long as the Master Redeveloper is proceeding diligently to accomplish such task and the Master Redeveloper provides the Agency with at least five (5) days' prior written notice of its desire to extend such dates.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

WITNESS/ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Diana H. Jeffrey, Executive Director

BATES REDEVELOPMENT, LLC

By: _____
Sanford Weiss, President

STATE OF NEW JERSEY }
 } SS
COUNTY OF HUDSON }

BE IT REMEMBERED that on this ____ day of _____ 2021 before me, the subscriber, a Notary Public 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 the Jersey City Redevelopment Agency**, named in the within instrument; she signed the within instrument on behalf of the Agency and she executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the Agency, for the uses and purposes therein expressed.

Signed and sworn to before me on
this ____ day of _____ 2021

STATE OF NEW JERSEY }
 }
COUNTY OF HUDSON } SS

BE IT REMEMBERED that on this ____ day of _____ 2021 before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **Sanford Weiss**, who, being by me duly sworn on her oath, deposes and makes proof to my satisfaction, that he is the **President of Bates Redevelopment LLC**, named in the within instrument; he signed the within instrument on behalf of the corporation and he executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the corporation, for the uses and purposes therein expressed.

Signed and sworn to before me on
this ____ day of _____ 2021

EXHIBIT A
BATES AREA PROPERTIES

EXHIBIT B
LICENSE AGREEMENT

EXHIBIT C
PHASE 1 PARCELS

EXHIBIT D
PHASE 1 PROJECT

EXHIBIT E
RIGHT OF FIRST REFUSAL AGREEMENT

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY AUTHORIZING GRANT OF LICENSE AND RIGHT
OF ENTRY AGREEMENT TO BATES REDEVELOPMENT LLC FOR BLOCK
13803, LOTS 1 AND 2 WITHIN THE BATES STREET REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency ("**JCRA**") was established as an instrumentality of the City of Jersey City (the "**City**") 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) (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, on February 26, 2018, the JCRA and Bates Redevelopment, LLC ("**Master Redeveloper**") entered into a master redevelopment agreement (the "**Redevelopment Agreement**" or "**Master Redevelopment Agreement**"), pursuant to the Redevelopment Law; and


WHEREAS, the JCRA is the owner of certain real property designated as Block 13803, Lots 1 and 2, as shown on the official tax map of the City of Jersey City (the "**Properties**") within the Bates Street Redevelopment Area, commonly known as 34-36 Center Street; and

WHEREAS, as authorized under the Redevelopment Agreement, the Master Redeveloper has requested access to the Properties to conduct certain pre-development and acquisition due diligence.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The JCRA authorizes its entry into the Grant of License and Right of Entry Agreement for Block 13803, Lots 1 and 2 with the Master Redeveloper in the form attached hereto as **Exhibit A**.

3. The Executive Director is hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
4. This Resolution shall take effect immediately.


 Diana H. Jeffrey, Secretary

<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 REAUTHORIZING AND EXTENDING CONTRACT NO. 18-11-MPN7 WITH PERKINS EASTMAN FOR ARCHITECTURAL SERVICES WITH RESPECT TO THE BAYFRONT I 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 purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the "**Redevelopment Area**"); and

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

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the "**LPCL**"), the Agency and Perkins Eastman ("**Perkins**") entered into Contract No. 18-11-MPN7 to provide architectural services in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan (the "**Plan**") enacted by the City pursuant to the Redevelopment Law; and

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

WHEREAS, said architectural services provided by Perkins are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

WHEREAS, on March 29, 2021, Perkins submitted an updated proposal to the Agency (the "**Proposal**") describing the ongoing developments with respect to the Plan, Perkins' completion of the Agency's primary objectives for the Master Planning phase, and setting forth the services it proposes to provide in order to support ongoing implementation of the Plan; and

WHEREAS, the Agency wishes to reauthorize and extend Contract No. 18-11-MPN7 with Perkins to provide the architectural services as set forth in the Proposal, which includes ongoing implementation support with respect to the Plan, for a total contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for a term of six (6) months, to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency certifies that it has funds available for such costs; 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 reauthorizes and extends Contract No.18-11-MPN7 for the continued performance of certain the architectural services as set forth in the Proposal for a total contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for a term of six (6) months, 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 April 20, 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	✓			

cc: Sanjeevanee Vidwans

Hourly Billing Rates

Category	Rate
Principal 4	\$348
Principal 3	\$268
Principal 2	\$ 236
Principal 1	\$198
Professional 10	\$220
Professional 9	\$192
Professional 8	\$169
Professional 7	\$153
Professional 6	\$141
Professional 5	\$125
Professional 4	\$109
Professional 3	\$ 89
Professional 2	\$ 64
Professional 1	\$ 26

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES CONTRACT NO. 21-04-MPN4 WITH PERKINS EASTMAN FOR ARCHITECTURAL SERVICES FOR THE DESIGN OF RIVERFRONT PARK AND SHORELINE IMPROVEMENTS WITH RESPECT TO THE BAYFRONT I 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 purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the "**Redevelopment Area**"); and

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

WHEREAS, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan (the "**Plan**"), the Agency desires to retain a company to provide architectural services; and

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

WHEREAS, Perkins Eastman ("**Perkins**") submitted that certain Proposal for Design, Permitting, and Implementation Services dated March 31, 2021 (the "**Proposal**"), which is on file with the Agency, to provide architectural services for Bayfront shoreline improvements in coordination with the schematic design of the riverfront park including, but not limited to, schematic design, environmental permitting, implementation strategy and grant support, and overall team coordination; and

WHEREAS, said architectural services provided by Perkins are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

WHEREAS, the Agency reviewed the Proposal and recommends authorizing a professional services contract (the "**Contract**") with Perkins to perform the architectural services as outlined in the Proposal for a total contract amount not to exceed Five Hundred Sixty Seven Thousand Two Hundred Eighty Dollars (\$567,280.00) to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Contract is inclusive of all labor and expenses; and

WHEREAS, the term of the Contract shall not exceed twelve (12) months beginning on the effective date of the Contract; and

WHEREAS, the Agency certifies that it has funds available for such costs; 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 aforementioned recitals are incorporated herein as though fully set forth at length.


Section 2. The Agency hereby awards the Contract to Perkins for architectural services in a total contract amount not to exceed Five Hundred Sixty Seven Thousand Two Hundred Eighty Dollars (\$567,280.00) and for a term not to exceed twelve (12) months beginning on the effective date of the Contract, all subject to the terms and conditions of the Agency's form professional services agreement.

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

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on April 20, 2021.


Diana H. Jeffrey, Secretary

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

March 31, 2021

Chris Fiore
Assistant Executive Director
Jersey City Redevelopment Agency
66 York Street - 3rd Floor
Jersey City, NJ 07302

**Re: Bayfront Shoreline Improvements and Riverfront Park Architectural Elements
Proposal for Schematic Design, Permitting and Implementation Services**

Dear Chris,

Perkins Eastman is pleased to submit our revised proposal for Schematic Design Services for the Bayfront Shoreline Improvements. We have based our proposal based on our understanding of your needs to:

- to keep momentum going on the ongoing implementation of Bayfront Redevelopment;
- maintain and advance the current vision;
- integrate the design of the Riverfront Park with the goals and principles of the master plan;
- advance the design and documentation for the Shoreline Improvements in coordination with the Schematic Design of the Riverfront Park;
- coordinate the efforts of the engineering, landscape, and architecture in developing the conceptual and Schematic Design of the public realm, and vertical structures of the Shoreline Improvements and Riverfront Park;
- develop program criteria for the food and beverage concessions;
- obtain environmental approvals for the shoreline improvements;
- allow the City to get a better understanding of the project budget for the Shoreline Improvements; and
- establish a more detailed strategy for public and private implementation for the Riverfront Park destination areas (i.e. the "Point", and the "Landing".

We understand that the JCRA would like to advance in a staged manner to make sure we are not getting out too far in front of the regulatory agencies. As such, we have organized our original scope of work into two steps to allow us to the minimum amount of work needed to get meaningful response from NJDEP in a relatively short period of time. They are: Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach, and Step 2 will focus on completion of 100% Schematic Design, and completing Environmental Permit applications

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A. SCOPE

Approach

The scope of work is comprised of four primary tasks:

1. Schematic design
 - a. Shoreline improvements for: Droyers Cove/Phase I Area
 - The approximately 900 feet of living shoreline (high and low marsh areas and rock sills) along Droyers Cove, 450 linear feet of bulkhead near the proposed Floating Dock, up to 2 timber walkways/overlooks along the shoreline, a timber pier and kayak dock, and a transient floating dock (including gangway and utilities.)
 - Hackensack River Shoreline Improvements
 - The planned improvements along the river shoreline include construction of a 555 linear feet rock revetment and upland retaining wall consistent with the existing permit authorizations; approximately 790 linear feet of living shoreline located riverward of Parcels SA-6S and SA-7; a 6,000 square foot transient pier; a 2,000 square foot pile-supported perched beach; a 3,000 square foot floating dock, and a 5,500 square foot pile supported boardwalk.
 - b. Vertical Structures and public environments for Riverfront Park
 - c. Shoreline Landscape Architecture
2. Environmental Permitting
3. Implementation Strategy and Grant Support
4. Overall Team Coordination and Meetings

We have organized these four tasks into two steps:

Step 1 / 30% Schematic Design and Initial Regulatory Agency Outreach will entail 30% Schematic Design, Initial Regulatory Agency Outreach and an engineer's estimate for shoreline construction costs. This will be followed by a review period for JCRA to assess the feedback from the regulatory agencies and the engineer's estimate.

Step 2 will focus on completion of 100% Schematic Design (for the Droyers Cove/Phase I Area and Hackensack River Shoreline), **and completing Environmental Permit applications for Droyers Cove/Phase I Area; revised engineer's estimate for shoreline construction costs; as well as also identify potential grant funding sources.**

Scope of Work

STEP 1 - 30% SCHEMATIC DESIGN, INITIAL REGULATORY AGENCY OUTREACH

1.1. 30% Schematic Design for Shoreline Improvements

This subtask will advance the master plan concept to an approximately a 30% Schematic Design level, the minimum level we believe is needed to hold a meaningful initial round of meetings with DEP. The 30% Schematic Design together with the already completed Master Plan will serve as a basis for the meetings with the New Jersey Department of Environmental Preservation (NJDEP) and the United States Army Corps of Engineers (USACE).

Scope

- Attend a Schematic Design kickoff charette to review work to date, confirm

- the objectives of this subtask, establish communication protocols, and review the project scope, schedule and key milestone activities.
- Prepare 30% Schematic Design drawings which include plan and typical cross sections of the waterside components including rock sills, timber walkways/overlooks, low and high marshes, bulkhead, gangway landing platform, floating transient dock, and the outfall scour protection.
 - Prepare a rough order of magnitude construction cost estimate for the Droyers Cove/Phase 1 Area Shoreline Improvements and Hackensack River Shoreline Improvements.
 - Prepare a list of additional field investigations that are required to support design development and regulatory agency approvals.
 - Attend up to 4 project coordination meetings via video conference.

Deliverables

- 30% Schematic Design Figures (up to one revision from the development plan concept)
- Engineers Estimate for Construction

1.2 Initial Agency Outreach and Pre-Application Meeting

In conjunction with the 30% Schematic Design, M&N will initiate and attend a pre-application meeting with the New Jersey Department of Environmental Protection (NJDEP) and U.S. Army Corps of Engineers (USACE) to describe the proposed shoreline development and identify key regulatory agency concerns for the project.

The purpose of the initial meetings will be to solicit feedback from the regulatory agencies on the 'permitability' of the proposed shoreline development, and determine which aspects of the proposed design are favorable or unfavorable in the opinion of the regulatory agencies. This information will be extremely important in providing direction for how the shoreline development will evolve through the later stages of schematic design and beyond. The meetings will also discuss what items, if any, can be incorporated into a modification of the existing waterfront permit for the steel sheet pile bulkhead, in an effort to expedite the permitting process.

The Team will attend up to two pre-application meetings with USACE and NJDEP to discuss Droyers Cove/Phase 1 and Hackensack River shoreline improvements so that the regulatory agencies will have a clear understanding of project objectives and goals.

Information gained from the Pre-Application meeting will be used to focus work such as: additional field investigations (if required); identifying the process for relocation of the pierhead line and federal channel setbacks required for future phases; and determining key refinements to the schematic design which will be incorporated as part of the 100% SD submittal. We will also discuss potential modification to the existing shoreline permit for the steel sheet pile bulkhead, in order to determine what portions of the previous permitting activities are still applicable to this project.

1.2 Deliverables:

- Presentation to serve as basis for discussions with regulatory agencies
- Meeting minutes from regulatory agency meetings

1.3 Meetings and Coordination

The Perkins Eastman Team will work in conjunction with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

Meetings:

- Host a Schematic Design kickoff video conference
- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meetings with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meetings and two meetings with private developers to get market input on programming and development concept for the Point and the Landing.
- Participate in a milestone deliverable comment review meeting to discuss client comments on the 30% Schematic Design deliverable

Deliverables

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

Special Conditions/Dependencies:

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule

Step 2 - 100% Schematic Design and Preparation of Permit Application

This subtask will advance the 30% Schematic Design level to a 100% Schematic Design Level (approx. 30% level of design completion). The 100% Schematic Design will provide a basis for an updated construction cost estimate for the shoreline development and serve as a basis for the Joint Permit Application to the NJDEP the USACE for the Droyer's Cove/Phase 1 Area and establish programming criteria for the Point and Landing areas to inform future public-private implementation efforts. The concepts will also provide a basis for future Design Development and Final Design/Construction Document phases of the project.

2.1 100% Schematic Design Shoreline Improvements

- Prepare Basis of Design memorandum for the waterfront elements that will capture the functional requirements for the various project components, design loads, environmental conditions, codes and standards, and site restrictions.

- Prepare 100% Schematic Design drawings which advance the 30% submission to incorporate client comments, feedback from regulatory agencies, and advancement of the shoreline design. The plan set will incorporate comments from JCRA as well as planting plans prepared by SWA/Balsley.
- Establish the limits of demolition and type and volume of materials to be removed.
- Perform coastal analysis of water level measurements from the Bergen Point West Reach, NY tide gage and/or the USGS gage located on the Hackensack River. Operational and extreme analysis that accounts for Sea Level Rise will be performed. Various water levels and their probability of exceedance will be calculated to produce a cumulative frequency analysis.
- Evaluate settlement potential of existing soils to define preliminary construction template. Conduct preliminary structural analysis of the transient pier, pile supported boardwalk, and pile supported perched beach to determine pile type, size, and length, pile caps geometry and deck panels. If a timber substructure is preferred for the boardwalk, substructure members and decking will be determined. For the perched beach, evaluate deck system to support and maintain sand fill.
- Develop debris deflection panels to be integrated into the boardwalk substructure
- Evaluate stability of the rock structures due to storm wave conditions and define rock size and sill geometry. Identify acceptable damage levels to rock sill for extreme storm events.
- Evaluate scour potential at any stormwater outfalls proposed by the upland development and develop shoreline erosion protection scheme/spillway.
- Evaluate existing bulkhead design prepared by Langan Engineering to determine if the final cap elevation and typical structural section will require modification. Develop bulkhead concept for the Schematic Design Package.
- Evaluate and define transient dock and kayak dock locations and geometry.

Deliverables

- 100% Schematic Design Figures
- Basis of Design Memorandum
- Updated Engineers Estimate for Construction
- A list of opportunities for potential grant funding based on the Schematic Design Concepts
- Attend semimonthly coordination meetings via video conference.

Special Conditions/Dependencies (Applicable to both Subtask 1a.1 and 1a.2)

- Schematic design documents are based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.
- Aquatic resource surveys and geotechnical investigations to be provided by others.
- Drawings to be delivered electronically as DWG and PDF files on 22"x34" sheets.

- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule and mutually agreed to between JCRA and M&N.
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal.
- No additional field and engineering studies are included in this task.
- Schematic design documents will be based on existing topographic, bathymetric and geotechnical surveys. Design adjustments based on modified site conditions is not included.
- Additional field investigations (i.e. site surveys, geotechnical investigations, environmental surveys) required to advance the design will be identified during this task though the cost has not been included in this proposal.

2.2 Vertical Structures and Public Environments

On the land side, the Riverfront Park incorporates “key places” such as the Landing, and the Point. The Point and the Landing encompass three freestanding buildings each. For both places, creating a distinct character that encompasses the buildings and the public realm together is essential to attracting interest from quality developers. Establishing the program requirements for these buildings is also a necessary first step for the design of the buildings and understanding their costs.

On the water side, the Shoreline Improvements will include the Public Pier along the Hackensack Riverfront, which will serve as Bayfront’s gateway to the west. The design of the Pier will need to be integrated with the design of the Landing and the integration of the two will be central to its success.

- Provide overall coordination and direction for the Shoreline Improvements design and engineering team
- Prepare a conceptual program for the six freestanding buildings at the Point and the Landing
- Prepare schematic design for:
 - Three freestanding buildings at the Point and the three freestanding buildings at the Landing
 - The Public Pier
 - Architectural elements within both the Riverfront Park and Shoreline Improvements such as pylons, canopies, trellises, gateways, and overlooks

Task 2.2 Deliverables:

- Conceptual Program and site restrictions memorandum
- Two three-dimensional renderings: one for the Point, and one for the Landing
- 50% Schematic Design Drawings (ground floor plan, upper level plan (as applicable), roof plan, sections, elevations) in PDF and AutoCad formats

The Team will work with JCRA, the Department of City Planning, and the other design consultants retained by JCRA to ensure that the Shoreline Schematic Design is coordinated with the Riverfront Park and the adjacent parks, streets, and buildings.

Deliverables:

- Meeting agendas and follow up “actions and decisions” memoranda from each meeting
- Schedule updates

Tasks 2.2 Exclusions and Assumptions:

We assume that cost estimating and code consultant for the architectural components of the Shoreline Improvements will be the responsibility of JCRA.

2.3 Shoreline Landscape Architecture

The Team, led by SWA, shall provide landscape architectural design consultation for the extended waterfront, including items such as:

- Sloping paths or steps down to revetment level
- Layout of the revetments and revetment trail in plan
- Seating overlooks
- Bridges or boardwalks across the cove openings
- Pier shape and details
- Plantings (DEP-approved tidal marsh plantings by others)

SWA shall provide schematic design, as later described, for the following scope items:

- Design grading
- Pedestrian pavements
- Landscape walls under 3' in height, steps, railings and related site elements not a part of the buildings
- Fences, decks and seating devices
- Fixed site furniture
- Planting (DEP-approved tidal marsh planting by others)
- Coordination with lighting (Site lighting selection, layout, design, photometric studies, structural engineering (if any) and circuitry are not included in this contract.)
- Coordination with site graphics and signage by others
- Coordination with public art by others
- Coordination with marine structures (piers, docks, gangways, etc.) by others
- Coordination with architects for site structures such as pavilions, overlooks, etc. Coordination with site civil and environmental engineers for grading, drainage, water courses, and site structures.

SWA shall refine the concept design, as shown in the final Bayfront Master Plan document, to a schematic level of design. The schematic design drawings shall define the character and essentials of the project, including preliminary proposal for materials.

Task 2.3 Deliverables:

- Schematic illustrative plan
- Materials plan and planting palette
- Illustrative sections
- Diagrams explaining various aspects of the design
- Perspective Lumion renderings produced in-house (up to 3) using client or

- architect's 3D models
- Precedent images
- Review and comment on preliminary cost estimate by others

Task 2.3 Exclusions:

- a. We assume that JCRA will provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.
 1. Digital topography and boundary surveys
 2. Legal descriptions of property
 3. Soils testing and/or engineering
 4. Existing site engineering and utility base information
 5. Engineering, structural, MEP, civil, marine, environmental, waterproofing
 6. Engineering other than that provided within the Scope of Services
 7. Architectural design and documents and supporting digital files including plans, sections and 3D files of the site architectural elements
- b. We assume JCRA will retain and direct the services of the professional consultants needed to perform these services:
 1. Government approval expediting
 2. Cost estimating and code consultant *for the landscape components of the Shoreline Improvements*
 3. Final grading, drainage, and marine habitat
 4. Structural, mechanical, marine, environmental, and electrical engineering
 5. Site lighting design, layout photometrics, fixture selection, layout, manufacturing specifications or shop drawings.
 6. Signage and wayfinding design layout and documentation
 7. Structural engineering for landscape walls, steps, railings and all related site structural elements
 8. Ecological consulting and wetland planting design, permits, and meetings
 9. Environmental and archeological assessment and remediation
 10. Preparation of LEED submissions (or similar)

2.2 Preparation of Permit Application

Based on the 100% Schematic Design, the team, led by M&N will prepare the joint permit application, technical narratives, and drawings for regulatory review and approval of Phase 1/Droyers Cove Shoreline Improvements. Additionally, as part of this task, M&N will provide technical narratives and documentation to support the landside design team with Jersey City Municipal Utilities Authority (JCMUA) approvals related to proposed stormwater outfalls.

Task 2.2 Permit Application Preparation (to be performed in conjunction with 100% SD SubTask 1.a.2):

- Prepare joint permit application for USACE and NJDEP. Preparation of individual permit application has been assumed based on the proposed project elements. A project narrative will be developed to describe and support the preferred design, and calculations documenting the amount of in water fill and overwater coverage will be performed

- Prepare a permit modification of existing bulkhead permit to reflect Phase 1 shoreline improvements
- Identify the process for relocation of the pierhead line along the Hackensack River and variance in the federal channel setback requirements (if required) for future phases of the shoreline development
- Maintain permit matrix listing all required permits and, tasks/steps to be undertaken on each permit, and noting progress data requests. This permit progress matrix will be updated weekly, or as applicable

Task 2.2 Deliverables:

- Permit applications
- Permit drawings in appropriate USACE and/or NJDEP format
- Technical narrative of alternatives assessment, and construction methodology for federal and state permit applications

Special Conditions/Dependencies:

- This task assumes that waterside components will be modified to reasonably accommodate regulatory agency requests
- Responses to comments and request for additional information from federal and state regulatory agencies, if required, is not included in this task and will be invoiced on a T&M basis in accordance with the attached hourly rate schedule
- Design of any required mitigation as stipulated by the regulatory agencies is not included in this proposal
- Permit Fees are not included in this proposal
- No additional field and engineering studies are included in this task

2.3 Implementation Strategy and Grant Support

a. Implementation Strategy

We anticipate that the Riverfront Park will be implemented by some of traditional City-led procurement and public-private partnerships. This task will focus on advising the City on strategies for the development of the Riverfront Park, including phasing and defining the scope and boundaries for areas of the park, such as the Landing and the Point which may be implemented through public-private partnerships. Because phasing may extend over time, staging must be carefully considered. Individual phases must be able to function on their own, look complete and project the overall vision, or brand of the park.

Scope:

- Support JCRA in establishing a phasing strategy for the Park
- Define boundaries of the individual phases, and public-private implementation areas

b. Grant Support Services

Several potential Federal and State grant sources for boating and other publicly accessible waterside developments were identified during the Master Plan phase. This task consists of identifying the grants to be pursued and associated application contacts, deadlines, disbursement schedules including project matching, and compliance requirements

which are applicable to the Phase 1 Shoreline development.

Scope:

- Identify potential grant funding sources
- Initiate conversation with state or federal agency to review eligibility, matching and compliance requirements and timelines.
- Identify competing projects that may affect the timing of grant awards.
- Prepare project narrative to provide economic and social justification

Special Conditions/Dependencies:

Preparation and submittal of the candidate grant applications is not included in this task and will be individually scoped once identified

Task 3 Deliverables

- Summary memorandum on implementation strategy for the park
- Phasing diagram
- Fact sheet with program breakdown and public and private actions for each phase
- Summary memorandum of potential grant sources and associated application, contacts, deadlines, disbursement schedules, and requirements
- Project Narrative for future grant applications

2.4 Meetings and Coordination

The Perkins Eastman Team will continue to work with JCRA and its other technical consultants to ensure that the Phase 1 Shoreline Schematic Design is coordinated with the adjacent parks, streets, and buildings. This includes frequent and open communication with team members via weekly coordination meetings and bi-weekly progress meetings with JCRA. As team lead, Perkins Eastman will continue to provide overall coordination and management of the Shoreline Improvements design and engineering team.

Meetings:

- Participate in bi-weekly coordination meetings with the JCRA team
- Participate in one stakeholder meeting with Hackensack Riverkeeper and the landside park design team
- Participate in one stakeholder advisory committee meeting to get input to schematic design for Riverfront Park.
- Participate in a milestone deliverable comment review meetings to discuss client comments on the 100% Schematic Design deliverable

Deliverables

- Meeting agendas and follow up "actions and decisions" memoranda from each meeting
- Schedule updates

Special Conditions/Dependencies:

- Additional meetings not identified in this proposal shall be reimbursed on a time and materials basis using the attached rate schedule
- We assume, due to the ongoing Covid 19 pandemic that these meetings will be conducted in a virtual forum.

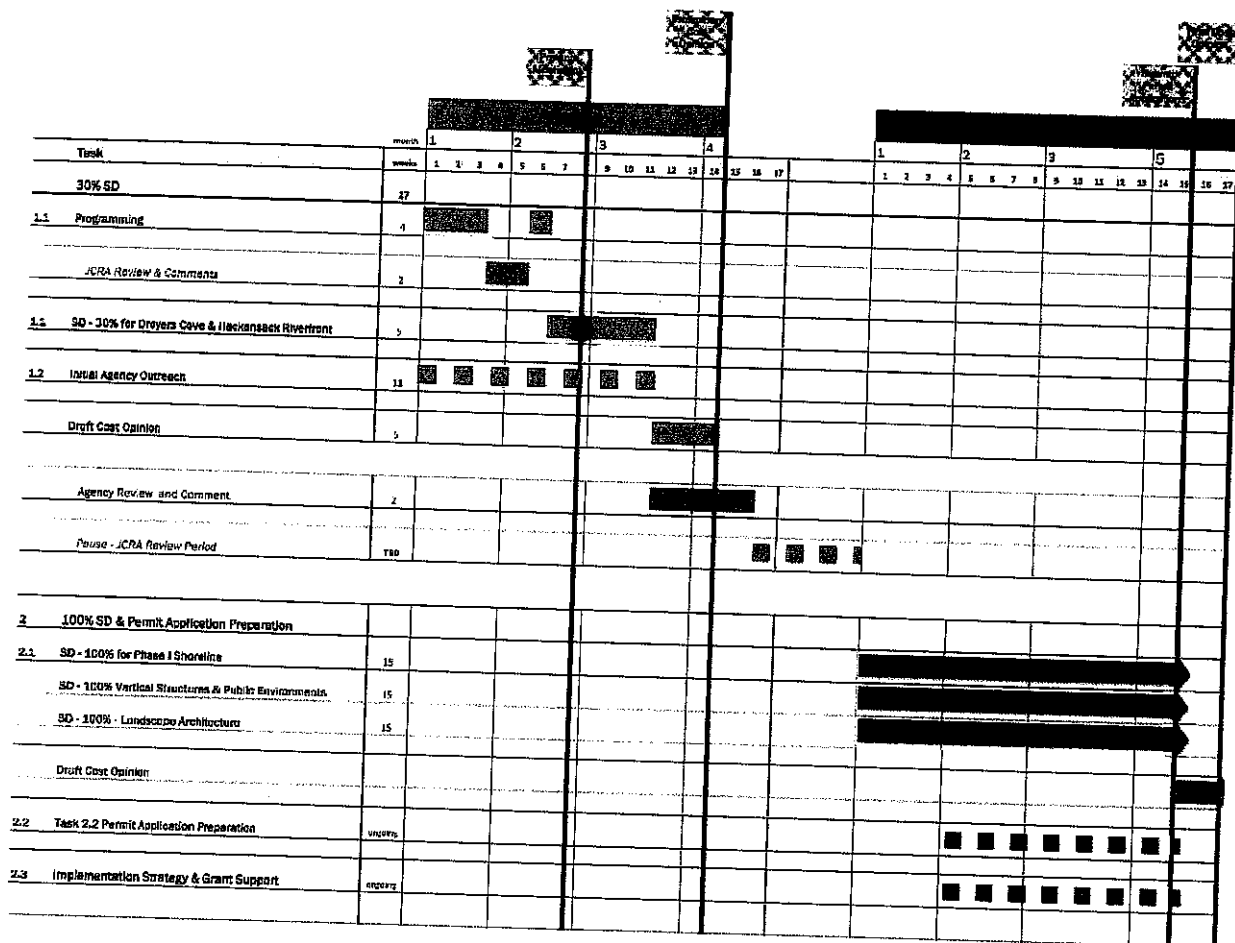
B. TEAM

Perkins-Eastman will be the prime consultant, responsible for overall coordination of the team, maintaining design continuity with the master plan, the design of all vertical structures, and integration with adjacent uplands. As Principal-in-Charge, I will continue providing overall direction and implementation strategy. Paul Song and Sunghwan Yoon will continue as senior designer and project designer, respectively. SWA/Balsley will provide the shoreline landscape design. SWA will continue to be led by Tom Balsley, Steven Lee and Jacob Glazer. Moffat & Nichol led by Bill Shute, Mark Piriello, and Rob Sloop will lead the shoreline design and permitting effort. We understand SWA will be retained by JCRA under separate contract for the design of the land side component of Riverfont Park.

C. SCHEDULE

We anticipate completing this scope of work in two steps per the timetable below.

- Step 1/30% SD and Initial Agency and initial agency outreach will be completed three months from notice to proceed. With the Pre-Application meetings to occur approximately three weeks prior to the time of the 30% schematic design submittal
- Step 2/100% Schematic Design will be completed three and a half months from receipt of comments from the JCRA on the 30% Schematic Design drawing set with the Draft Basis of Design to be completed approximately three weeks from notice to proceed on Step 2, and permit applications to be submitted along with the 100% schematic design submittal.



D. COMPENSATION

We propose to complete this work for a fixed fee of \$567,280. This breaks down as follows:

Step 1 - 30% Schematic Design and Initial Regulatory Agency Outreach

Task	PE	Moffatt & Nichol	SWA/Balsely	Total
1.1 Shoreline Improvements	\$ 4,000	\$ 65,000	\$ 1,000	\$ 70,000
1.2 Initial Regulatory Agency Outreach		\$14,250		\$ 14,250
1.3 Meetings and Coordination	\$ 8,000	\$ 8,000	\$ 1,000	\$ 17,000
Subtotal	\$ 12,000	\$ 87,250	\$ 2,000	\$ 101,250
Reimbursables	\$ 100	\$ 100		\$ 200
Total - Step 1	\$ 12,100	\$ 87,350	\$ 2,000	\$ 101,450

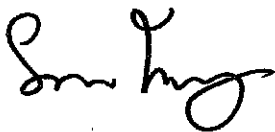
Step 2 - 100% Schematic Design and Preparation of Permit Application

Task	PE	Moffatt & Nichol	SWA/Balsely	Total
2.1 Shoreline Improvements		\$ 148,810		\$ 148,810
2.2 Vertical Structures & Public Environments	\$ 146,500			\$ 146,500
2.3 Shoreline Landscape			\$ 84,000	\$ 84,000
2.4 Preparation of Permit Application for Phase 1/Droyers Cove		\$24,030		\$ 24,030
2.5 Implementation Strategy & Grant Support Services	\$ 5,160	\$ 18,870		\$ 24,030
2.6 Meetings and Coordination	\$ 15,500	\$ 16,960	\$ 4,000	\$ 36,460
Subtotal	\$ 167,160	\$ 208,670	\$ 88,000	\$ 463,830
Reimbursables	\$ 700	\$ 900	\$ 400	\$ 2,000
Total - Step 2	\$ 167,860	\$ 209,570	\$ 88,400	\$ 465,830

Grand Total	\$ 179,960	\$ 286,920	\$ 90,400	\$ 567,280
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Your signature on the line below will serve as notice to proceed. Please call me should you have any questions or need any further information.

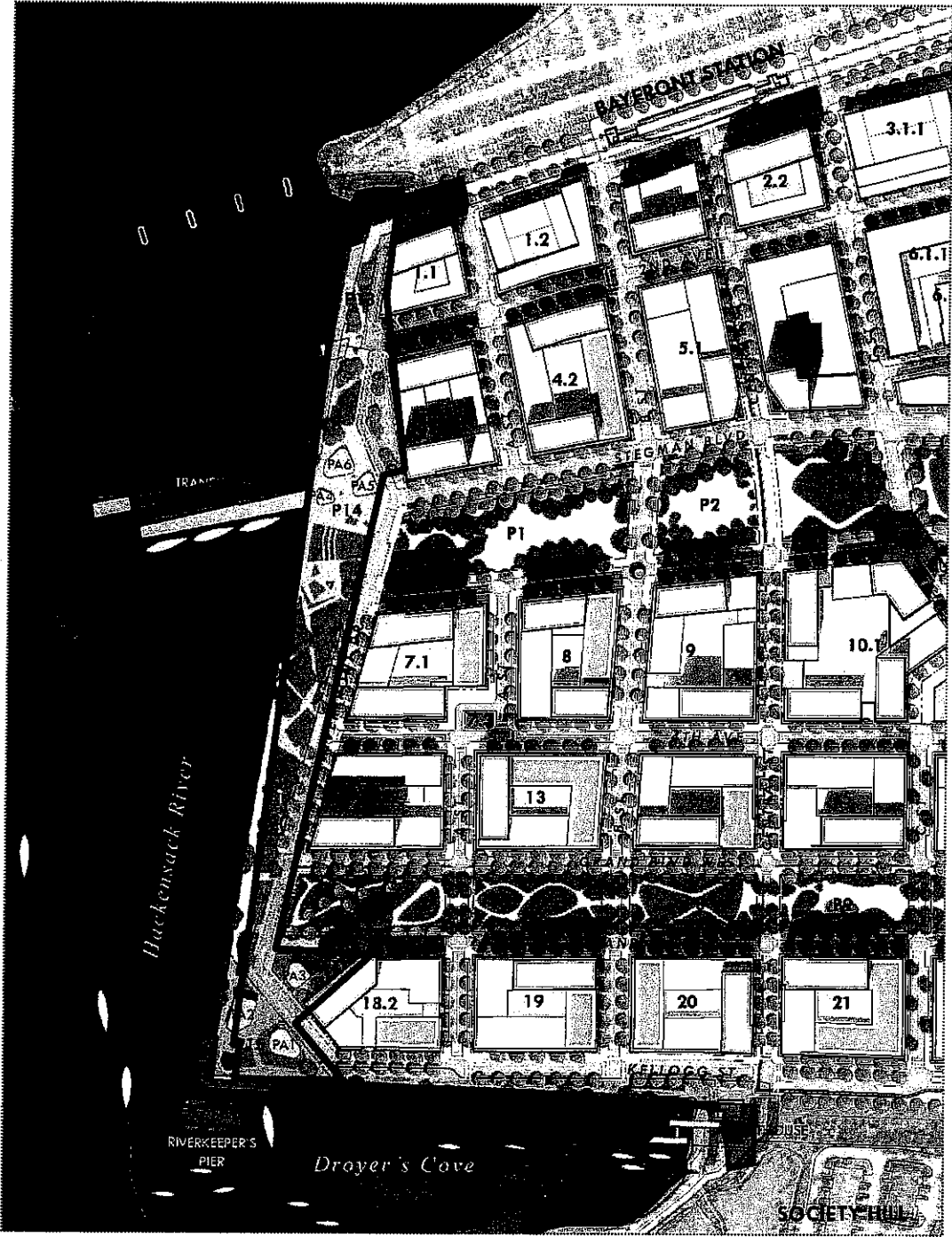
Sincerely,

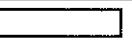
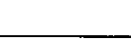


Eric C.Y. Fang AIA, AICP, LEED AP
Principal
Jersey City Redevelopment Agency

Chris Fiore
Assistant Executive Director

Exhibit



	Droyer's Cove Shoreline		Hackensack River Shoreline
			Riverfront Park Architectural Elements

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND PURCHASE AND SALE AGREEMENT WITH RAJIV SOIN WITH RESPECT TO PROPERTY IDENTIFIED AS BLOCK 23202, LOT 75, COMMONLY KNOWN AS 284 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.*, as amended and supplemented (the “**Act**”), provides a process for municipalities to participate in the redevelopment and improvement of areas designated by the municipality as in need of redevelopment; and

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

WHEREAS, the Jersey City Redevelopment Agency (“**Agency**”) was established by the City pursuant to the provisions of the Act, with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, pursuant to the Redevelopment Plan, the Agency established a program for the redevelopment of property identified as Block 23202, Lot 75 on the official tax maps of the City, commonly known as 284 Martin Luther King, Jr. Drive (the “**Property**”), which Property is currently owned by the Agency; and

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

WHEREAS, by Resolution No. 19-01-11 the Agency designated Rajiv Soin (together with any permitted successors or assigns, the “**Redeveloper**”), as redeveloper of the Property to allow time for the parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property, which designation was subsequently extended, including most recently by Resolution No. 20-12-06 adopted on December 15, 2020; and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper proposes to construct a project consisting of a three (3) story mixed-use building containing ground floor commercial space and five (5) residential units, two (2) of which units shall be maintained as affordable housing subject to affordability controls consistent with all applicable requirements of the City Office of Affordable Housing, the Redevelopment Plan, and applicable agreements, together with certain other onsite and offsite improvements (collectively, the “**Project**”); and

WHEREAS, the Redeveloper and the Agency desire to enter into a redevelopment agreement, a copy of which is on file with the Agency (the “**Redevelopment Agreement**”), which includes as Schedule E thereto a form of Purchase and Sale Agreement (the “**Purchase and Sale**

Agreement") for the sale of the Property to Redeveloper for Seventy-Five Thousand Dollars (\$75,000.00); and

WHEREAS, the Agency desires to approve the Redevelopment Agreement and the Purchase and Sale Agreement, authorize the execution thereof, and authorize certain other actions and determinations in connection therewith,

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. (a) The Board of Commissioners hereby approves the Redevelopment Agreement, substantially in the form on file with the Agency, together with any changes, insertions and/or deletions thereto as the Executive Director, after consultation with counsel to the Agency, deem in their collective discretion to be necessary or desirable for the execution thereof.

(b) The Board of Commissioners hereby approves the Purchase and Sale Agreement for the sale of the Property, substantially in the form on file with the Agency, together with any changes, insertions and/or deletions thereto as the Executive Director, after consultation with counsel to the Agency, deem in their collective discretion to be necessary or desirable for the execution thereof.

(c) The Chairman, Vice Chair, Executive Director, and/or Secretary are each hereby authorized to execute and deliver the Redevelopment Agreement, Purchase and Sale Agreement, and any other necessary documents and/or agreements, between the Redeveloper and the Agency, together with such additions, deletions and/or modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, and to close on the sale of the Property. Said authorization includes the transfer of the Property to Redeveloper, execution and delivery of the Deed to the Property, execution and delivery of any and all associated documents by and between the Redeveloper and the Agency, and the execution and delivery of any documents by the Agency, required to effectuate said sale.

(d) The Chairman, Vice Chair, Executive Director, Secretary and other necessary Agency officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and in the Redevelopment Agreement and Purchase and Sale Agreement, and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

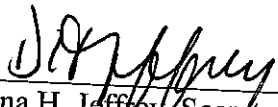
(e) The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director as previously authorized by Resolution No. SP17-05-5 adopted on May 2, 2017.

Section 3. The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

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

Section 5. This Resolution shall take effect immediately.

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 April 20, 2021.


Diana H. Jeffrey, Secretary

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

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

WHEREAS, 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, 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 Jackson Hill Redevelopment Area ("**Redevelopment Area**") and adopted the Jackson Hill Redevelopment Plan ("**Redevelopment Plan**"), as amended, which is on file with the Office of the City Clerk; 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 Redevelopment Area whereby the Redeveloper proposes the development of a six story mixed use building with a total of 25 residential units, including one affordable unit, and approximately 900 square feet of commercial space ("**Project**"); and

WHEREAS, the JCRA and the Redeveloper have engaged in negotiations and the JCRA has determined that the Project achieves the objectives of the Redevelopment Plan, and it is therefore in the JCRA's best interests to enter into a redevelopment agreement ("**Redevelopment Agreement**") with the Redeveloper for the Project; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA and Redeveloper wish to enter into a Redevelopment Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Property pursuant to the requirements of the Redevelopment Plan.

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

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

Section 2. The JCRA hereby designates TAG Development LLC as the designated redeveloper of Block 22605, Lot 1 (336-340 Martin Luther King, Jr. Drive) within the Jackson Hill Redevelopment Area.

Section 3. The JCRA hereby approves its entry into a Redevelopment Agreement with TAG Development LLC, the form of which is attached hereto and made part hereof as **Exhibit A**.

Section 4. The Executive Director is hereby authorized and directed to take all actions necessary to effectuate this Resolution, in consultation with counsel, including the execution of the approved Redevelopment Agreement and any other associated documents necessary to effectuate the purposes of this Resolution.

Section 5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 6. A copy of this Resolution shall be available for public inspection at the offices of the JCRA.

Section 7. This Resolution shall take effect immediately.


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	✓			

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT is entered this ____ day of _____, 2021 ("**Effective Date**")

by and between the

JERSEY CITY REDEVELOPMENT AGENCY ("JCRA"), a public body corporate, having its offices located at 66 York Street, Third Floor, Jersey City, New Jersey 07302;

and

TAG DEVELOPMENT, LLC ("Redeveloper"), a New Jersey Limited Liability Company established, operated and authorized to do business within the State of New Jersey, having a business office located at 921 Elizabeth Avenue, Fifth Floor, Elizabeth, New Jersey 07201;

Hereinafter each a "**Party**" and collectively referred to as the "**Parties**".

RECITALS

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 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 Jackson Hill Redevelopment Area ("**Redevelopment Area**") and adopted the Jackson Hill Redevelopment Plan ("**Redevelopment Plan**"), which is on file with the Office of the City Clerk; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8, the JCRA is authorized to enter into contracts or agreements for the planning, construction or undertaking of any development project or redevelopment work in a designated area in need of redevelopment.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

The Parties hereto agree that, unless the context otherwise specifies or requires, the capitalized terms used herein shall have the respective meanings specified below or in the recitals and such definitions shall be applicable equally to the singular and plural forms of such terms.

"Affordability Controls" means the restrictions set on rents and tenant income limits on the Project's one (1) affordable housing unit, so that such unit is reserved for rent to households at or below eighty percent (80%) of AMI as defined in the Affordable Housing Agreement, to be administered by the City, the JCRA or its delegated agent, subject to a deed restriction for a term of 30 years from the date of the issuance of the Certificate of Occupancy.

"Affordable Housing Agreement" means the agreement required to be entered with City's Department of Housing & Economic Development, Division of Community Development, or such other department or division of the City as may be designated in implementing the City's affordable housing programs in substantially the form attached hereto as **Exhibit D**, which shall be entered within 180 days of the Effective Date of this Redevelopment Agreement.

"Agreement" means this Agreement between the JCRA and the Redeveloper for the redevelopment of the Property within the City.

"Applicable Law" means any and all federal, state, county and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

"Application" has the meaning set forth in Section 3.2.

"Approval Period" has the meaning set forth in Section 3.2.

"Certificate of Completion" means a written certificate issued by the JCRA in accordance with Section 4.3 of this Agreement, which shall acknowledge that Redeveloper has performed all of its duties and obligations pursuant to this Agreement relative to the Project, or a certain unit or aspect of the Project, if applicable, whose issuance shall serve to release the Project, or relevant unit or aspect of the Project, and Redeveloper from all terms, obligations and conditions contained in this Agreement (subject to Section 6.3 setting forth the Covenants and Restrictions, which survive the Certificate of Completion), and in the Applicable Law.

"Certificate of Occupancy" means as defined in the Uniform Construction Code at N.J.A.C. 5:23-1.4, and as may be issued by the City relative to the Project, or a particular unit or aspect of the Project if applicable, indicating that the Project, or such unit or aspect of the Project, has been completed in accordance with the construction permit, the Uniform Construction Code and any Applicable Law.

"Commencement Date" means, subject to the terms herein, the commencement date for construction, which shall be the first day of the calendar month coinciding or next following the date of receipt by Redeveloper from the City of a building permit authorizing physical construction of new development upon the Property.

"Completion", **"Complete"** or **"Completed"** means: (i) that all work related to the Project in its entirety, has been completed, acquired and installed in accordance with the terms of this Agreement, the Redevelopment Plan, and in compliance with all Applicable Laws so that the developed Property may be used and operated under the applicable provisions of this Agreement, and (ii) that all permits, licenses and approvals required for the Project are in full force and effect. Completion shall be evidenced by the issuance of a Certificate of Completion. Subject to the JCRA's reasonable discretion, the Project may be deemed "Complete" notwithstanding that certain immaterial portions of the work remain to be completed, as long as (a) Redeveloper has prepared and delivered to the JCRA a list of items requiring completion or correction ("punch list") by Redeveloper in order for Redeveloper to fully comply with the terms of this Agreement, (b) such "punch list" items have been reasonably agreed to by the JCRA, and (c) such "punch list" items are reasonably capable of being completed within 90 days of the date of Completion. Punch List items shall not prohibit the issuance of a temporary Certificate of Occupancy by the City.

"Construction Phase" means the sequence in the Project from the issuance of a building permit for the construction of the Project until the issuance of a Certificate of Occupancy.

"Effective Date" means the date upon which this Agreement has been executed by the Redeveloper or the JCRA, whichever is last.

"Environmental Law(s)" means any and all federal, State, regional and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, memoranda of understanding, directives or judgments relating to pollution, damage to or protection of environment, environmental conditions, or the use handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect or hereafter amended, modified, or adopted including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. §§ 6901 et seq.); the Clean Water Act (33 U.S.C. §§ 1251 et seq.); the New Jersey Spill Compensation and Control Act ("**Spill Act**") (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended, ("**ISRA**") (N.J.S.A. 13:1K-6 et seq.); the New

Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules and regulations promulgated thereunder.

“Final Approval” shall have the meaning set forth in N.J.S.A. 40:55D-4.

“Governmental Approvals” or **“Approvals”** means any approvals, authorizations, permits, licenses or certificates required and issued or granted by any governmental authorities having jurisdiction, whether federal, state, county or local, to the extent necessary to implement the Project in accordance with the Redevelopment Plan, Applicable Law and this Agreement.

“Impositions” means all taxes, payments in lieu of taxes, assessments (including, without limitation, all assessments for public improvements or benefits), water, sewer or other rents, rates and charges, connection fees, license fees, permit fees, inspection fees and other authorization fees and charges, in each case, whether general or special, which are levied upon any portion of the Property or on any of the Improvements constructed thereon, if duly negotiated in this Agreement, properly imposed by City Ordinance or State Law.

“Improvements” means all buildings, structures and appurtenances including, without limitation, facilities and amenities, telecommunications equipment, surface parking or a structured parking facility, infrastructures, roads, fill, utilities, catch basins, curbs, site lighting, traffic striping, signage and demarcations, fire hydrants, retaining walls, sidewalks, walkways, landscaping, open space treatments and all other improvements constructed on or installed upon or within, or to be constructed on or installed upon or within, the Property and the streets immediately abutting the Property.

“MLUL” means the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

“Performance or Maintenance Guarantees” means the performance or maintenance guarantees required by the City’s Planning Board for the Project as defined by the MLUL.

“Planning Board” refers to the City of Jersey City Planning Board.

“Project” means the development of the Improvements as depicted in **Exhibit A** to this Agreement and set forth in the Redeveloper’s application.

“Project Schedule” means the schedule attached hereto as **Exhibit B**, which designates the order of and timeframes for the permitting and construction of the Improvements on the Property.

“Property” means Block 22605, Lot 1 (336-340 Martin Luther King, Jr. Drive) as currently shown on the official tax map of the City of Jersey City.

“Redeveloper” means TAG Development, LLC, a New Jersey limited liability company, or any assignee, transferee or successor in interest as authorized pursuant to the terms of this Agreement as may be formed.

“Redevelopment Plan” means the Jackson Hill Redevelopment Plan.

“Remediation” means the performance and completion of all investigations and clean-up, wetlands mitigation, and any and all other activities necessary or required for the clean-up or containment of all substances including, without limitation, Hazardous Substances, known or unknown, on, under or migrating to or from the Property, and the construction of remedial systems, all in compliance with Applicable Laws, Environmental Laws and Government Approvals to address any environmental contamination or condition or damage to any natural resource, including but not limited to air, groundwater, surface water or soil required to be addressed by the responsible party.

“Site Plan” means the preliminary and final site plan approved by the JCRA and the City’s Planning Board in accordance with this Agreement.

“Termination Date” shall have the meaning set forth in Section 16.1.

ARTICLE 2 DESCRIPTION OF THE PROJECT

2.1 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the JCRA and Redeveloper in connection with the development of the Property by Redeveloper. The JCRA hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive master redeveloper of the Property. In connection with such designation and appointment, the Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of this Agreement and the Redevelopment Plan. Further, the JCRA agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 The Project. The Project shall consist of the development of a six story mixed use apartment building containing 25 residential units, including one affordable housing unit, and approximately 900 square feet of commercial spaces on the ground floor. The Project will be developed in accordance with the Project Schedule attached hereto as **Exhibit B**, subject to potential modification in accordance with Section 2.5. Notwithstanding the foregoing, the Redeveloper shall have the right to accelerate the time

frames set forth in the Project Schedule at its option. The Parties agree that the Project may be modified by the Redeveloper and the Planning Board as part of the site plan approval process and in accordance with Section 2.3 hereinafter.

A. **Affordability Controls.** Redeveloper acknowledges and agrees that the restrictions governing the marketing, selection of applications, rent and affordability of the affordable housing unit shall be governed by and consistent with the processes set forth under the City's Affordable Housing Agreement to be entered in a form substantially similar to that which is attached hereto as **Exhibit D**, which shall be entered within 180 days of the Effective Date of this Redevelopment Agreement. Redeveloper does hereby covenant and agree to comply with all regulations, restrictions and controls as may be required and to execute the Affordable Housing Agreement, or other documents which may be required by the City or the JCRA, in order to maintain the aforementioned Affordability Controls, which shall include recording a deed restriction that restricts the rent or use of the unit as an affordable housing unit to moderate or low income households, defined as those households at or below eighty percent (80%) of AMI as defined in the Affordable Housing Agreement for a term of 30 years. Redeveloper agrees that the rents for each Affordable Housing Unit shall under no circumstances exceed the Fair Market Rent ("**FMR**") established annually for the relevant bedroom size.

2.3 Project Development. The Project shall be designed in accordance with the Redevelopment Plan and Site Plan. Any modifications that would trigger a "d" variance pursuant to N.J.S.A. 40:55D-70(d) shall require the Redeveloper to seek an amendment to the Redevelopment Plan. Any modifications from the Redevelopment Plan that would be deemed a "design waiver", which shall be considered as the equivalent of and akin to the provisions of a "c" variance pursuant to N.J.S.A. 40:55D-70(c), shall be submitted to the Planning Board for consideration as part of the site plan application by Redeveloper upon notice of said application to the JCRA.

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, not to be unreasonably withheld, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts impractical. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City Planning Board upon notice to the JCRA.

2.5 Development Milestones. The Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as **Exhibit B** subject to extension based on an Uncontrollable Circumstance or, as defined in Article 10 of this Agreement. If the Redeveloper is unable to meet any date set forth on the Project Schedule, the Redeveloper shall provide notice to the JCRA stating: (i) the reason for the inability to complete the task in accordance with the applicable date,

(ii) Redeveloper's proposed method for minimizing such delay, (iii) Redeveloper's anticipated schedule for completing such task, and (iv) the method or methods by which Redeveloper proposes to achieve subsequent tasks and anticipated dates if different from dates in the Project Schedule. The JCRA, in its reasonable discretion, shall approve appropriate modifications to the Project Schedule if the reason for the inability to complete a certain task is attributed to the occurrence of an Uncontrollable Circumstance or other reasonable good cause, and the Project Schedule shall be adjusted accordingly.

2.6 Qualified Entities.

A. The Project will, at Redeveloper's option, be developed, in whole or in part, by: (i) the Redeveloper, (ii) any partnership, corporation, limited liability company or other legal entity to which Redeveloper, its principals and/or any affiliate of Redeveloper possesses a controlling interest; or (iii) other "Qualified Entity" as determined by the JCRA pursuant to this section.

B. A "Qualified Entity" is a partnership, corporation, limited liability company or other legal entity which has demonstrated to the reasonable satisfaction of the JCRA that:

i. It has the financial capacity to undertake the development, construction and operation of the Project, including, without limitation, the capacity to obtain financing, to provide appropriate security (such as performance and completion bonds) and to otherwise satisfy its obligations with respect to the development of the Property;

ii. It is able to comply with and conform to all of the provisions of this Agreement as they relate to the development of the Project in conformance with the Redevelopment Plan and expressly assumes all such obligations;

iii. No petition under federal bankruptcy laws or any state insolvency law has been filed by or against, nor has a receiver, fiscal agent or similar officer been appointed by a court for the business or property of such entity, or any partnership in which such entity was or is a general partner or any entity in which such entity was or is an officer or principal manager and the holder, directly or indirectly of an ownership interest in excess of 10% (and, in the case of an involuntary proceeding, such proceeding has not been terminated within 60 days of its commencement) within ten full calendar years preceding the date of submission of such entity's application for consideration as a Qualified Entity;

iv. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been convicted in a criminal proceeding, and none of them are a named subject in a pending criminal proceeding, (excluding traffic violations or other similar minor offenses), and, to the best of the knowledge and belief of the principals, directors, officers, partners, shareholders, and

members of such entity, is not a target of or a potential witness in a criminal investigation;

v. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been, directly or beneficially, a party to or beneficiary of any contract or agreement with the JCRA, the City or Redeveloper which has been terminated due to a default by such individual, partnership or entity or which is currently the subject of a dispute in which the JCRA, the City or Redeveloper alleges such default, nor is such individual, partnership or entity an adverse party in any currently pending litigation involving the JCRA, City or Redeveloper;

vi. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not been found in any civil or criminal action in or by a court or agency of competent jurisdiction to have violated any Federal or State law or regulation relating to the sale of securities or commodities or been enjoined from engaging in any trade or business for any reason other than the violation of a contractual non-competition provision;

vii. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, have not violated any City, State, or Federal ethics law and entering into the proposed transaction with Redeveloper and the JCRA will not cause any such violation or result in a conflict of interest; and

viii. Such entity and its principals, directors, officers, partners, shareholders, and members, individually, shall comply with any other conditions that the JCRA may find reasonably necessary in order to achieve and safeguard the purposes and objectives of the Redevelopment Plan.

C. **Redeveloper as Qualified Entity.** Redeveloper has presented evidence of its credentials as a Qualified Entity and further represents and warrants herein that it meets the above criteria for a Qualified Entity and, based upon such evidence and representation, Redeveloper is hereby deemed a Qualified Entity.

D. **Qualified Entity Approval Process.** The Redeveloper shall provide written notice to the JCRA of any entity which Redeveloper desires be approved by the JCRA as a Qualified Entity. Within 30 days after the date of such notice from Redeveloper, the JCRA shall provide written notice to Redeveloper either: 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section B(i) through (viii) above. Approval by the JCRA of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in the Redeveloper. In the event of a denial by the JCRA of an entity as a Qualified Entity as provided above, or in the event the JCRA requests additional information, Redeveloper may resubmit its request to the JCRA that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information

and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within 30 days after the date of such further request from Redeveloper, the JCRA shall provide written notice to Redeveloper stating whether the JCRA approves of such entity as a Qualified Entity and, if the JCRA does not approve of such entity as a Qualified Entity, such denial must be based on specific conditions set forth in Section B(i) through (viii) above, as specifically identified by the JCRA.

ARTICLE 3

PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATION FOR REDEVELOPMENT PROJECT

3.1 Procedures; General. In order to facilitate the development and implementation of a mutually acceptable design, site plan and technical approach for the Project, the Parties have established the procedures set forth in this Article for the following review and approval process. The development shall proceed in accordance with the LRHL and the MLUL before the Jersey City Planning Board upon notice of said application to the JCRA. Nothing herein is intended to restrict the exercise of the Planning Board's governmental authority with respect to applications for site plan approval under duly adopted rules and regulations or to in any way alter the procedures established for challenging the exercise of such authority pursuant to the MLUL.

3.2 JCRA Approval of Preliminary Site and Subdivision Plans. No later than 180 days following the Effective Date of this Agreement ("Approval Period"), the Redeveloper shall, at its own cost and expense, cause to be prepared by a New Jersey licensed architect, surveyor, engineer and/or other professionals, as necessary, a preliminary site plan for the construction of the Project consistent with the Redevelopment Plan and provide separate metes and bounds descriptions of the Property. Thereafter, the JCRA will review and approve the preliminary site plan, including the building orientation, architectural style and building materials to be used for the improvements, facilities, and parking, as being in conformance this Agreement. If planning or engineering concerns raised by the Redeveloper dictate that revisions be made to the preliminary site plan before submission of the same to the Planning Board, the revised preliminary site plan shall be resubmitted to the JCRA, which shall have 15 days after receipt thereof to approve the revised plans, or to furnish the Redeveloper, in writing, notice of any changes or modifications, and the reasons for the same, required to be made in order to render the plans in conformity with the Redevelopment Plan and this Agreement. The Redeveloper agrees that no Site Plan or application for subdivision approval, shall be filed with any public authority without the prior written approval of the JCRA, it being agreed that the JCRA has a vested interest therein. In the event that the JCRA fails to notify the Redeveloper within 15 days of its receipt of revised plans, or any proposed objections or modifications requested by the JCRA, then the JCRA shall be deemed to have accepted the amended preliminary site plan.

3.3 Other Governmental Approvals. It is acknowledged by the Parties that it may be necessary for the Redeveloper to obtain Approvals or permits from other governmental agencies in order to undertake development of the Project. The

Redeveloper agrees that it will take all necessary steps to prepare and apply for and proceed diligently to obtain any needed permits and Approvals for the Project in a timely fashion and utilizing commercially reasonable efforts. The JCRA agrees to provide any pertinent information in its possession and to provide any reasonable assistance, without cost or expense to the JCRA, which may be required of it to enable Redeveloper to properly apply for and obtain such permits or Approvals in a timely fashion, including making applications in the name of the JCRA if requested by Redeveloper or if required by law to do so. The JCRA agrees to support and endorse any applications for any Governmental Approvals required for the Project. Redeveloper shall report to the JCRA on a monthly basis the status of such applications and Approvals.

3.4 Extension of Approval Period. So long as the Redeveloper is diligently pursuing its Approvals, the Redeveloper will have the option to extend the Approval Period for 1 additional period of 180 days, by providing written notice to the JCRA prior to the expiration of the Approval Period, as it may have been extended.

3.5 Termination. In the event that the Redeveloper has not acquired all Approvals necessary to construct the project prior to the expiration of the Approval Period, as extended pursuant to the terms hereof, the Redeveloper shall have the right to terminate this Agreement, whereupon the JCRA will return any unused escrows and administrative fees and the parties shall have no further liability to each other.

ARTICLE 4 CONSTRUCTION OF PROJECT

4.1 Reports on Progress. Upon reasonable request of the JCRA, to be made not more than quarterly, the Redeveloper shall submit a report in writing concerning the progress of the Project. The work and construction activities of the Redeveloper shall be subject to inspection by the JCRA at reasonable times and upon reasonable notice to the Redeveloper.

4.2 Suspension of Construction.

A. The Redeveloper shall not suspend or discontinue the performance of its obligations under this Agreement (other than in the manner provided for herein) for any reason, including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, commercial frustration of purpose, or any damage to or destruction of the Project or Property, except in the event of an extension pursuant to Section 2.5 or occurrence of an Uncontrollable Circumstance, as set forth in Article 10 herein.

B. If the Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of 90 days for reasons other than an extension pursuant to Section 2.5 or an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within 60 days after written demand by the JCRA to do so, or such a period of time as reasonably

necessary and appropriate, then such shall constitute an Event of Default by the Redeveloper under this Agreement and the JCRA shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the JCRA at law or in equity.

4.3 Certificates of Occupancy and Certificate of Completion.

A. Upon Completion of the construction of the Improvements and/or each unit, as may be applicable, in accordance with the Governmental Approvals, the Redeveloper may apply to the City for a Certificate of Occupancy for the Project or completed unit(s).

B. Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Laws, the JCRA shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Laws, the Redevelopment Plan, Affordable Housing Agreement, and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the restrictions, obligations and covenants contained in this Agreement and in the Redevelopment Plan with respect to the Redeveloper's construction of the Project. Upon issuance of a Certificate of Completion: (a) the agreements, restrictions, and covenants set forth in this Agreement, including, without limitation, Section 6.3 hereof shall cease and terminate, except for those covenants and restrictions set forth in Section 6.3 hereof which shall survive in accordance with the terms of Section 6.3, (b) the conditions determined to exist at the time the Property was determined to be in need of redevelopment shall be deemed to no longer exist, and (c) the land and Improvements constituting the Project and the Property shall no longer be subject to eminent domain based upon such conditions. If the JCRA shall fail or refuse to provide the Certificate of Completion within 30 days after written request by the Redeveloper, the JCRA shall provide to the Redeveloper a written statement setting forth in detail the respects in which it reasonably believes that the Redeveloper has failed to complete the Project, or portion thereof, in accordance with the provisions of this Agreement or is otherwise in default under this or any other applicable agreement and what reasonable measures or acts shall be necessary in order for the Redeveloper to be entitled to a Certificate of Completion. Upon receipt of the Certificate of Completion, the Redeveloper may record it in the County Clerk's office.

4.4 Design Elements.

A. **Utility services and electrical lines.** The cost for on-site and off-site utility upgrades and installations, if required directly in relation to the Project, shall be the sole responsibility of the Redeveloper.

B. **Streetscape Improvements.** All costs for required streetscape improvements are the responsibility of the Redeveloper. If required by the Site Plan,

such streetscape improvements may include: landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements.

4.5 Contribution to Costs and Financial Obligations.

A. **Escrow and Application Fees.** Pursuant to JCRA policy, the Redeveloper shall post a redevelopment escrow of ten \$10,000 to be held by the JCRA to cover professional fees associated with the Project that are not addressed by provisions of the MLUL. Further, based on the total estimated project costs, an administrative fee of \$5,000 shall also be paid to the JCRA on the Effective Date, and on the same date annually thereafter, until the issuance of the Certificate of Completion to cover the JCRA's administrative expenses.

B. **JCRA Costs.** JCRA Costs shall include, but not be limited to any fees and costs of any professional consultant, contractor or vendor retained by the JCRA to complete due diligence with respect to the terms of this Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys, planners and financial consultants, among others, and all other out-of-pocket costs and expenses of the JCRA incurred in its assistance in implementation, facilitation or defense of the Project, pursuant to the LRHL (N.J.S.A. 40A:12A-8) prior to issuance of a Certificate of Completion.

C. **Procedure.** The JCRA shall provide the Redeveloper with invoices, provided within 5 days of Redeveloper's request, setting forth JCRA Costs incurred prior to the Effective Date and on a quarterly basis thereafter. Within 30 days of the receipt by the Redeveloper of written notice from the JCRA that the amount in the Escrow Account has decreased to \$5,000, the Redeveloper shall replenish the Escrow Account with the JCRA to the amount of \$10,000. If the JCRA Costs incurred exceed the amount in the escrow account, the Redeveloper will pay such costs upon 30 days written notice from JCRA that such costs are due. In the event that Redeveloper disputes a request for payment by the JCRA, Redeveloper shall provide written notice of its objection within 30 days of receipt of the request, which written notice shall set forth the basis for the objection and the amount disputed. Following delivery of a timely objection, the Parties shall negotiate in good faith in an effort to resolve the dispute. Upon termination or expiration of this Agreement, all funds remaining unexpended in the Escrow Account shall be returned to Redeveloper.

D. **Planning Board Costs.** The Redeveloper shall post with the Planning Board such escrow fees as necessary to reimburse the Planning Board for its professional, expert, engineering and legal costs incurred in the application review and determination process in accordance with the provisions of the MLUL.

4.6 Neighborhood Impacts. The Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity

of the Property, which may result in some temporary inconveniences during the time that construction takes place. Therefore, the Redeveloper, in concert with the JCRA and the City, shall make its best efforts to minimize any potential negative effects that the construction or completion of the Project may produce.

4.7 Maintenance of the Project Improvements. Following commencement of physical construction of the Project Improvements, the Redeveloper will maintain all Project Improvements including the buildings, parking areas, landscaping, and all such issues identified in the property maintenance code of the City until such time as Redeveloper no longer owns or leases the Redevelopment Area or part thereof.

4.8 Traffic Control. The Redeveloper agrees that the direction, flow and amount of traffic in and around the Redevelopment Area is an issue to be addressed during the construction of the Project Improvements. The Redeveloper will exert reasonable efforts to minimize the traffic impacts of construction of the Project Improvements upon the surrounding neighborhoods.

4.9 Access to the Property. During the course of construction of the Project, the JCRA and its authorized representatives shall have the right to enter the Property during regular business hours to inspect the Project and any and all work in progress for the purpose of furthering its interest in this Agreement. The JCRA will provide the Redeveloper with at least one business day's prior notice of its intent to inspect the Project and shall not unreasonably interfere with the construction of the Project during any such inspection. In no event shall the inspection of the Project (or any construction activities related thereto) be deemed acceptance of the work or be deemed to waive any right the JCRA has under this Agreement, nor shall it create any hardship upon the Redeveloper and/or interfere with or cause delay to construction.

ARTICLE 5 PROPERTY CONVEYANCE

5.1 Conveyance of the Property. JCRA hereby agrees to convey fee simple ownership of the Property through the entry of a Purchase and Sale Agreement for the sum of \$360,000 subject to the terms and conditions of the Purchase and Sale Agreement, attached hereto as **Exhibit C**.

5.2 No Representations as to the Property. The Redeveloper specifically acknowledges that the JCRA makes no representation or warranty, expressed or implied, as to the fitness of the Property or any improvement thereon for any particular purpose, as to the condition or durability thereof, or that the Property is or will be suitable for the Redeveloper's intended purposes.

5.3 Deed. Subject to the provisions of this Agreement and the Purchase and Sale Agreement to be entered, title to the Property shall be conveyed to the Redeveloper at closing by a Bargain and Sale Deed with covenants against grantor's acts ("**Deed**"). The Deed shall contain such restrictions, covenants and conditions as may be required

under the terms of the Redevelopment Plan and this Agreement and the condition of said title so conveyed will be in accordance with the requirements of this Agreement.

5.4 Closing. The closing of title to the Property shall take place within 30 days of the date that the Redeveloper receives building permits for the Project, in accordance with the timetable set forth in **Exhibit B**. The closing shall occur at a mutually agreeable time at the principal offices of the JCRA identified in the recitals of this Agreement or at such other location as shall be mutually agreeable to the JCRA and Redeveloper.

5.5 Recordation of Documents. Upon closing, Redeveloper shall file this Agreement, the Deed and any other related documents as determined by the JCRA for recordation among the land records of the County of Hudson, State of New Jersey. The Deed shall be by its terms expressly subject and subordinate to the provisions of this Agreement. The Redeveloper shall pay all costs of such recordation and shall supply evidence of such recordation to the JCRA.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 Redeveloper's Representations and Warranties. The Redeveloper hereby represents, warrants to and covenants with the JCRA that:

A. **Organization.** The Redeveloper is a limited liability company duly formed under the laws of the State of New Jersey and validly existing and in good standing under the laws of the State of New Jersey with all requisite power and authority to enter into this Agreement pursuant to the disclosures made in its application.

B. **Authorization; No Violation.** The execution, delivery and performance by the Redeveloper of this Agreement has been duly authorized by all necessary action and will not violate the certificate of formation, operating agreement or any other formation or operating document of the Redeveloper or result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which the Redeveloper is a party or by which the Redeveloper may be bound or affected.

C. **Valid and Binding Obligations.** The person executing this Agreement on behalf of the Redeveloper has been duly authorized and empowered and this Agreement has been duly executed and delivered by the Redeveloper and constitutes the valid and binding obligation of the Redeveloper.

D. **Litigation.** No suit is pending against the Redeveloper which could have a material adverse effect upon the Redeveloper's performance under this Agreement or the financial condition or business of the Redeveloper. There are no outstanding judgments against the Redeveloper that would have a material adverse effect upon the Redeveloper or which would materially impair or limit of the ability of the Redeveloper to enter into or carry out the transactions contemplated by this Agreement.

E. **No Conflicts.** This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the Redeveloper is a party or is otherwise subject.

F. **No Violation of Laws.** As of the Effective Date, the Redeveloper has not received any notices asserting any noncompliance in any material respect by the Redeveloper with applicable statutes, rules and regulations of the United States, the State of New Jersey or of any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement, which would have a material adverse effect on the Redeveloper's ability to perform its obligations under this Agreement. The Redeveloper is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority, which is in any respect material to the transactions contemplated hereby.

G. **Qualifications of the Redeveloper.** The Redeveloper is fully experienced and properly qualified to undertake the responsibilities and perform the work provided for in, or contemplated under, this Agreement and it is properly equipped, organized and in good financial standing so as to perform all such work and undertake all such responsibilities hereunder.

H. **No Speculation.** The Redeveloper covenants that, consistent with its prior business practices, its undertakings pursuant to this Redevelopment Agreement are intended to be for the purpose of redevelopment of the Property and not for speculation in land holding.

6.2 JCRA's Representations and Warranties. The JCRA hereby represents and warrants to, and covenants with, the Redeveloper that:

A. **Organization.** The JCRA is a public body corporate of the State of New Jersey. The JCRA has all requisite power and authority to enter into this Agreement and the instruments and documents referenced herein to which the JCRA is a party, to consummate the transactions contemplated hereby, and to perform their obligations hereunder.

B. **Authorization; No Violation.** The execution, delivery and performance by the JCRA of this Agreement is within the authority of the JCRA and will not violate the statutes, rules and regulations governing its activities, have been duly authorized by all necessary Resolutions and/or Ordinances, and will not result in the breach of any material agreement to which the JCRA is a party, or to the best of its knowledge and belief, any other material agreement by which the JCRA or its material assets may be bound or affected.

C. **Valid and Binding Obligations.** The person executing this Agreement on behalf of the JCRA has been duly authorized by Resolution to execute this Agreement, and the duly executed Agreement delivered by the JCRA constitutes the

valid and binding obligation of the JCRA. All of the parcels making up the Property have been designated as areas in need of redevelopment in accordance with the LRHL and a duly adopted resolution of the City. The Redevelopment Plan, as amended, covering the Property has been approved by a duly adopted ordinance of the City.

D. **Litigation.** No suit is pending against or affects the JCRA which could have a material adverse effect upon the JCRA's performance under this Agreement or the financial condition or business of the JCRA or with respect to the designation of the Property or the adoption of the Redevelopment Plan. There are no outstanding judgments against the JCRA or the City that would have a material adverse effect upon the JCRA or the City, or which would materially impair or limit of the ability of the JCRA to enter into or carry out the transactions contemplated by this Agreement.

E. **No Conflicts.** This Agreement is not prohibited by and does not conflict with any other agreements, instruments, judgments or decrees to which the JCRA is a party or is otherwise subject.

F. **No Violation of Laws.** As of the Effective Date, the JCRA has not received any notices asserting any noncompliance in any material respect by the JCRA with applicable statutes, rules and regulations of the United States of America, the State of New Jersey or any agency having jurisdiction over and with respect to the transactions contemplated in and by this Agreement which would have a material adverse effect on the JCRA's ability to perform its obligations under this Agreement. The JCRA is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other governmental authority, which is in any respect material to the transactions contemplated hereby.

6.3 Redeveloper Declaration of Covenants.

A. Consistent with N.J.S.A. 40A:12A-9, the Redeveloper agrees to record, and provide a recorded copy to the JCRA, a Declaration of Covenants and Restrictions (the "**Declaration**"), with respect to the Property that shall run with the land to all subsequent holders of title, imposing upon said lands the agreements, covenants and restrictions set forth in this Section 6.3. All covenants, restrictions and agreements shall apply equally to the Declaration and any deeds, and such covenants, restrictions and agreements shall be inserted in and apply to the Declaration and any deeds, whether or not so stated in such provisions, including the City's Affordable Housing Agreement and 30 year deed restriction on the affordable housing unit.

B. **Description of Covenants and Restrictions.** The Covenants and Restrictions to be imposed upon the Redeveloper, its successors and assigns, herein and recorded in the deeds and the Declaration, shall set forth that the Redeveloper and its successors, transferees and assigns shall:

i. Devote the Property only to the uses specified in the current Redevelopment Plan, as may be amended, and as agreed herein, and shall not devote the Property to any other uses;

ii. Pursuant to the Applicable Law, not discriminate upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status in the sale, lease, rental, use or occupancy of the Property or any buildings or structures erected or to be erected thereon, or any part thereof;

iii. In the sale, lease or occupancy of the Property or any part thereof, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the land or any building or structure erected or to be erected thereon is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status, and the Redeveloper, its successors and assigns shall comply with all State and local laws prohibiting discrimination or segregation by reason of age, race, color, creed, religion, ancestry, national origin, sex, disability or marital status to the extent required by the Applicable Law;

iv. Commence construction of the Project within the Project Schedule as set forth in **Exhibit B**, subject to potential adjustment pursuant to Section 2.5 and Article 10; and

v. Manage, operate, restrict the rental of the affordable housing unit in accordance with the Affordability Controls established in Section 2.2.A and the Affordable Housing Agreement; and

vi. Not sell, lease or otherwise transfer the Property, or any part thereof, without the written consent of the JCRA, except for permitted transfers to a Qualified Entity as set forth in Section 2.6.B and permitted transfers authorized by Section 13.2 hereof.

C. Effect and Term of the Covenants and Restrictions. Subject to the provisions of Section 6.3 hereof it is intended and agreed, and the deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Section 6.3 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the JCRA, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6.3 hereof shall remain in effect until the issuance by the JCRA of a Certificate of Completion, as provided in Section 4.3, hereof, at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate.

D. **Enforcement by the JCRA.** In amplification, and not in restriction of the provisions of this Article, it is intended and agreed that the JCRA and its successors and assigns shall be deemed beneficiaries of the Covenants and Restrictions set forth in Section 6.3 hereof both for and in their own right but also for the purposes of protecting the interests of the community and other parties, public or private, in whose favor or for whose benefit such agreements and covenants shall run in favor of the JCRA for the entire period during which such Covenants and Restrictions shall be in force and effect, without regard to whether the JCRA has at any time been, remains, or is an owner of any land or interest therein to or in favor of which such Covenants and Restrictions relate. The JCRA shall have the right, in the event of any breach of any such Covenants and Restrictions, to exercise all the rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach of such Covenants and Restrictions, to which they or any other beneficiaries of such Covenants and Restrictions may be entitled.

ARTICLE 7 DEFAULT

7.1 Events of Default. Each of the following shall constitute an event of default ("**Event of Default**") by the applicable party, respectively:

A. Any Party fails to make payment of any sum payable to the other party hereunder, as the same shall become due and payable, or fails to fulfill any obligation hereunder within the time prescribed, and such failure shall have continued for a period of 60 days after receipt of written notice specifying such failure, and demanding that same be remedied;

B. Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement or the Affordable Housing Agreement and failure shall have continued for a period of 60 days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; however, if, the default cannot be cured within 60 days using reasonable diligence, the non-defaulting party will extend the time to cure, provided the corrective action is instituted within 60 days and diligently pursued to completion;

C. The Redeveloper shall fail to construct the Project pursuant to the Project Schedule in **Exhibit B** or substantially suspend or abandon construction of the Project for a continuous period in excess of 90 days, subject to an extension pursuant to Section 2.5, the occurrence of an Uncontrollable Circumstance and/or as otherwise authorized by the provisions of this Agreement, and any such default, violation, abandonment, or suspension shall not be cured within 30 days after written demand by the JCRA to do so, or such longer period if not reasonably capable of cure within such 30 day period and JCRA agrees to extend such time to cure, which agreement shall not be

unreasonably denied or conditioned, provided that the Redeveloper has commenced and is diligently prosecuting such cure or arrangements therefor;

D. The Redeveloper or its successor in interest shall fail to pay any Impositions when due, or shall suffer any levy or attachment to be made, or any material men's or mechanics' lien, or any other unauthorized encumbrance or lien to attach that has a material adverse impact upon the Project's financial status and such Imposition shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the JCRA made for such payment, removal, or discharge, within 30 days after written demand by the JCRA to do so, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion;

E. There is, in violation of this Agreement, any transfer of the fee title to the Property or a portion thereof, except for Permitted Transfers as provided in Section 2.6 or Section 13.2, and such violation shall not be cured within 30 days after written demand served upon the Redeveloper by the JCRA; or

F. The Redeveloper is dissolved, or files a voluntary petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, or makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due, or suspends payment of its obligations, or takes any action in furtherance of the foregoing; or the Redeveloper consents to the appointment of a receiver, or an answer proposing the adjudication of the Redeveloper as bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar law, federal or state, now or hereafter in effect, is filed in and approved by a court of competent jurisdiction and the order approving the same shall not be vacated or set aside or stayed within 30 days from entry thereof, or the Redeveloper consents to the filing of such petition or answer.

G. In addition to all other remedies available to the JCRA, in the event Redeveloper fails to deliver the affordable housing unit required pursuant to this Agreement or the Affordable Housing Agreement, Redeveloper shall pay to JCRA upon JCRA's written demand, damages in the amount of \$150,000 for each affordable unit not provided and \$150,000 for each additional market unit Redeveloper was able to construct as a result of any affordable housing bonuses set forth in the Redevelopment Plan. Such an Event of Default shall also be considered a material breach of this Agreement.

7.2 Right to Cure Upon Event of Default. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement or any of its terms or conditions by any party hereto or any successor to such party, such party (or successor) shall, within 30 days (or such longer, or shorter, period to the extent expressly provided above) of receiving written notice from another, proceed to cure or remedy such default or breach. In case such action is not taken or diligently pursued, or the default or breach shall not be cured or remedied within such prescribed time, or any extension of such time granted at the discretion of the non-breaching party, the non-breaching party may pursue its remedies in accordance with this Agreement.

7.3 JCRA's Remedies. If the Redeveloper shall fail to timely cure any Event of Default by the Redeveloper as set forth in Section 7.1, the JCRA shall be entitled, in its sole and absolute discretion, to:

- A. Withhold the issuance of any approval, permit or certificate in connection with the Project;
- B. Terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default;
- C. Call any performance or maintenance bond posted as part of the site plan approval, in accordance with the terms of such bond or as otherwise available as a matter of law;
- D. Exercise any other remedies available at law or equity; and/or
- E. **Reversion/Re-Vesting of the Property to the JCRA.** Seek to exercise any rights of reversion or re-vesting of title to the Property conveyed to the Redeveloper from the JCRA for the purposes of the Project. Specifically, upon the occurrence of any Event of Default subsequent to the conveyance of the Property to the Redeveloper, and prior to the completion of the Project, subject to the rights of any mortgage holder, the JCRA shall have the right at its sole and absolute option, upon 30 days' notice to Redeveloper and any mortgagee of the Redeveloper, to re-enter and take possession of the Property. This reversion shall re-vest in the JCRA all title, rights and interests in and to the Property back to the JCRA. At the same time that the JCRA enters onto and takes possession of the Property, Redeveloper shall execute and deliver a deed to the JCRA for the Property subject to the rights of any mortgage holder. If Redeveloper fails to deliver an executed deed to the JCRA within 15 days after written demand by the JCRA, the JCRA shall have the right as the attorney-in-fact for Redeveloper to execute and deliver a deed to the JCRA for the Property. The Redeveloper hereby irrevocably appoints the JCRA as its attorney-in-fact for the purpose of making this conveyance. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except for those rights reserved to a mortgage holder. This provision shall be entered in the Purchase and Sale Agreement and the Deed.

1. **Resale of Project Premises.** Upon the vesting in the JCRA of the title to the Property, the JCRA shall use its best efforts to resell the Property (subject to such permitted mortgage liens as may exist). Such sale shall be made, as soon and in such manner as the JCRA shall find feasible and consistent with the objectives of the Redevelopment Plan, to a qualified and responsible party, as determined by the JCRA, who will assume the obligation of completing the Project or such other Improvements as shall be satisfactory to the JCRA and in accordance with the uses specified for the Property in this Agreement and the Redevelopment Plan. Upon any resale of the Property, the proceeds thereof shall be applied:

- (a) First, to all reasonable costs and expenses incurred by the JCRA, including but not limited to legal fees, salaries of personnel, and related expenses incurred in connection with the possession, management and resale of the Property; all taxes, assessments, and water and sewer charges with respect to the Property; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property at the time of the vesting of title thereto in the JCRA or to discharge or prevent from attaching, or being made, any subsequent encumbrances or liens due to obligations, defaults, or acts of Redeveloper, its successors or transferees; any expenditures made or obligations incurred with respect to the completion of the Project or any part thereof on the Property; and any amounts otherwise owed to the JCRA by Redeveloper and its successors or transferees in accordance with the terms of this Agreement; and
- (b) Second, to reimburse the Redeveloper, its successor or transferee, up to the amount equal to the Redeveloper's actual costs associated with the Property, including land acquisition, engineering, planning, site improvement, marketing and other project development costs, plus the reasonable value of all improvements constructed and paid for by the Redeveloper. Any balance remaining after such reimbursements shall be retained by the JCRA as its property.

Upon termination of this Agreement based upon an Event of Default, the Redeveloper's status as the designated redeveloper for the Project and the Property shall automatically be terminated and deemed null and void. The de-designation of the Redeveloper shall be limited to the extent the Project has not been Substantially Completed by the Redeveloper, it being understood and agreed that if the Redeveloper shall fail to cure any such default in accordance with Section 7.2 before substantial Completion the Project, the JCRA may terminate this Agreement and de-designate the Redeveloper for that portion of the Project that is not substantially Completed by Redeveloper at that time and for which no Certificate of Occupancy or Certificate of Completion was issued. Such remedy shall not defeat, render invalid or limit in any way the lien or rights or interests of holders of institutional financing as authorized and pursuant to Article 12.

7.4 Redeveloper's Remedies. If the JCRA shall fail to timely cure any Event of Default by JCRA as set forth in Section 7.1, the Redeveloper shall be entitled, in its sole and absolute discretion, to all rights and remedies available at law or in equity.

7.5 Limitation of Liability. The Parties agree that in the event of any Default or breach under this Agreement, the Parties shall look solely to the Parties hereto and their respective property interest in the Project for the recovery of any judgment or damages, and agree that no member, manager, officer, principal, employee,

representative or other person affiliated with such party shall be personally liable for any such judgment or damages.

7.6 No Waiver of Rights and Remedies by Delay. Any delay by the aggrieved party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate as a waiver of such rights and shall not deprive the aggrieved party of or limit the aggrieved party's rights in any way (it being the intent of this provision that the aggrieved party should not be constrained so as to avoid the risk of being deprived or limited in the exercise of the remedies provided herein by those concepts of waiver, laches, or otherwise) to exercise such rights at a time when, the aggrieved party may still resolve the problems by the default involved; nor shall any waiver in fact made by the aggrieved party with respect to any specific default by the other party under this Agreement be considered or treated as a waiver of the rights of the aggrieved party with respect to any other defaults by the other party under this Agreement or with respect to the particular default except to the extent specifically waived in writing.

7.7 Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 INSURANCE

8.1 The Redeveloper shall provide and maintain the following insurance or require its contractors and subcontractors to maintain such insurance and name the JCRA as an additional insured under such policies (other than the Compensation Insurance), as applicable, in connection with the work to be performed under this Agreement until such work has been Completed, and furnish the JCRA, within 30 days of the Effective Date, with a copy of certificates of insurance evidencing that the Redeveloper has obtained such insurance, as applicable:

A. Contractor's Comprehensive General Liability and Property Damage Insurance - with combined single limits of not less than \$2,000,000 per occurrence with respect to comprehensive general liability, bodily/personal injury and

property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

B. **Excess Liability Insurance** - in the amount of \$5,000,000 is to be provided in addition to the above requirements in a form acceptable to the JCRA in its sole discretion.

C. **Worker's Compensation Insurance** - coverage as required by state law for all employees who will be engaged in the work associated with this Agreement. The Redeveloper shall require all subcontractors to provide similar worker's compensation insurance for all of their employees, unless those employees are covered under the Redeveloper's insurance.

D. **Certificates.** All insurance certificates provided by the Redeveloper under this Agreement shall stipulate that the insurance will not be changed or canceled without giving at least 30 days' written notice to the JCRA by certified mail.

E. **Performance and Maintenance Bonds.** The Redeveloper shall, as required pursuant to Resolution of the Planning Board for preliminary and final site plan approval, post the appropriate performance and maintenance bonds in amounts to be determined by the Planning Board and its professionals pursuant to the MLUL.

ARTICLE 9 INDEMNITY

9.1 **Obligation to Indemnify.** The Redeveloper agrees to indemnify and hold the JCRA and its officials, agents, servants, employees and consultants (collectively, the "**Indemnified Parties**,"") harmless from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs and expenses in connection therewith of any kind or nature, however arising, imposed by law or otherwise (including reasonable attorneys' fees and expenses and experts' fees and expenses) (collectively, "**Claims**") which the Indemnified Parties may sustain, be subjected to or be caused to incur, by reason of personal injury, death or damage to property, arising from or in connection with the implementation, construction or maintenance of the Project, or any activities of or on behalf of the Redeveloper within the Property, except that to the extent that any such claim or suit arises from the intentional or willful wrongful acts or omissions, or grossly negligent acts or omissions of the Indemnified Parties. The JCRA shall provide notice to the Redeveloper of the subject Claims as soon as reasonably possible after their occurrence but in any case within 10 days of the JCRA receiving actual or constructive notice of the subject Claims, provided, however, that in the event such notice is not timely received, the Redeveloper shall only be excused of its obligations hereunder to the extent it is prejudiced by the failure to timely receive said notice. The obligation to indemnify the Indemnified Parties shall survive the termination or expiration of this Agreement with respect to any Claims arising from any activities occurring prior to the issuance of a Certificate of Completion.

ARTICLE 10 UNCONTROLLABLE CIRCUMSTANCES

10.1 Definition of Uncontrollable Circumstances. For purposes of this Article and as otherwise used in this Agreement, “Uncontrollable Circumstances” shall mean any of the events or conditions set forth below, or any combination thereof, that has had or may reasonably be expected to have a material and adverse effect on the ability of a party to perform its obligations (an “Affected Party”) under this Agreement:

- A. An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.
- B. The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.
- C. Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party.
- D. Delay caused by the failure of any third party, including governmental entities, to timely inspect improvements or take other actions necessary for the construction of the Project to proceed.
- E. Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party’s ability to perform its obligations under this Agreement.
- F. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party’s ability to perform its obligations under this Agreement.

G. The unavailability of suitable fill or materials required for performance of the work related to the Project due to fluctuations in the historically reasonable commercial rates for fill or materials, shortages of same in the market place and/or the inability to obtain transportation services for transporting fill or materials to the Property or the Project area as a result of a public or private labor dispute.

10.2 Notice of Uncontrollable Circumstance. If an Uncontrollable Circumstance has occurred and is continuing, the Affected Party wishing to suspend its performance as a result of such Uncontrollable Circumstance shall provide written notice thereof to the other party as promptly as is reasonably possible under the circumstances and in all events within 30 days following such party's actual knowledge of the occurrence of such Uncontrollable Circumstance.

10.3 Effect on Obligations.

A. In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be extended for a period of time equal to the delay caused by the Uncontrollable Circumstance.

B. The performance, non-performance or delay in performance by the Parties or either of them of any obligation, requirement, commitment or responsibility set forth in this Agreement shall not be deemed to be an Event of Default where such performance, failure of performance or delay in performance is/are the result of an Uncontrollable Circumstance, provided, however, that the Uncontrollable Circumstance (a) was not invoked in bad faith or intentionally by a Party (b) was not the result of any unlawful action or non-action of the Affected Party as justification for the performance, failure of performance or delay in performance of the subject obligation, requirement, commitment or responsibility, and (c) the Affected Party takes all reasonable efforts within its power to timely mitigate the Uncontrollable Circumstance.

C. Each party shall diligently and in good faith seek to mitigate the effect of such Uncontrollable Circumstance and to perform its obligations to the extent practicable notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome such Uncontrollable Circumstance as soon as is possible or practicable.

D. **Reinstatement of Performance Obligations.** The performance by the Parties of any obligation under this Agreement excused as aforesaid shall be recommenced as promptly as is legally and reasonably practicable after the occurrence of an Uncontrollable Circumstance and, in the case of the party not seeking to delay its performance based upon such Uncontrollable Circumstance, after receipt by such party from the Affected Party of written notice that the Uncontrollable Circumstance is no longer occurring and that such party can resume performance of its obligations under this Agreement.

10.4 Defense of Approvals. Notwithstanding any of the above, the Redeveloper shall assume the defense to any challenge to any permit and/or Approval it requires to proceed with the Project without cost to the JCRA so as to continue to move forward with the Project. Any such litigation shall be deemed to be an Uncontrollable Circumstance.

ARTICLE 11 NOTICES AND DEMANDS

11.1 A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if dispatched by United States Registered or Certified Mail, postage prepaid and return receipt requested, or delivered by national overnight courier with delivery confirmation, or by electronic mail, or delivered personally (with written acknowledgment of receipt) to the Parties at the following respective addresses or electronic mail:

If to the JCRA, to:

ATTN: Executive Director
Jersey City Redevelopment Agency
66 York Street, Second Floor
Jersey City, New Jersey 07302

with a copy to:

Brian M. Nelson, Esq.
Archer & Greiner PC
10 Highway 35
Red Bank, New Jersey 07701

and if to Redeveloper, to:

TAG Development LLC
921 Elizabeth Avenue, 5th Floor
Elizabeth, New Jersey 07201

With a copy to:

Michael R. DeCotiis, Esq.
DeCotiis, FitzPatrick, Cole & Giblin, LLP
61 South Paramus Road, Suite 250
Paramus, New Jersey 07652

Either party may from time to time by written notice given to the other pursuant to the terms of this Section 11.1 change the street address, electronic mail address or persons to which notices shall be sent.

ARTICLE 12 CONSTRUCTION AND PROJECT FINANCING

12.1 Redeveloper's Commitment to Finance Project.

A. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project within 18 months of the Redeveloper obtaining all Governmental Approvals, and in any case, at least 30 days prior to commencement of construction of the Project. This Agreement is subject to the Redeveloper securing the necessary financing to complete the Project pursuant to the Project Schedule attached hereto as **Exhibit B**. The JCRA agrees to accept a letter, in form and substance reasonably acceptable to the JCRA, from one or more financial institutions, which evidences a firm commitment to provide the necessary financing to complete the Project.

B. It is acknowledged that the Redeveloper may seek a tax abatement or exemption on the Project. This request is subject to approval by the City's governing body of a financial agreement to be adopted by ordinance pursuant to the Long Term Tax Exemption Law.

12.2 Rights of Institutional Mortgagee. Any financial institution lending money on the security of the Property for the Project shall be entitled to the protection of N.J.S.A. 55:17 providing for notification, right to cure, right to possession, right to assume control of mortgagor, right to enter into possession of and operate premises, right to the entry of a judgment of strict foreclosure, right to recover on the underlying loan obligation without first proceeding with foreclosure, right to proceed to foreclosure, separately from or together with suit on the underlying obligation, and such other rights all as specifically provided in N.J.S.A. 55:17-8.

A. This Agreement as a financial arrangement made by a governmental body or agency of the State of New Jersey pursuant to statutes in connection with a project for redevelopment, renewal or rehabilitation, shall continue in full force and effect beyond any default in or foreclosure of any mortgage loan made to finance the project, as though such default or foreclosure had not occurred, subject to the provision of N.J.S.A. 55:17.

B. The JCRA agrees that its rights under this Agreement are and shall be subordinate to the rights of any institutional lender and agrees to execute any further subordination and attornment documents that may reasonably be required by an institutional lender and further to make any technical, non-substantive, modifications to this Agreement that may be required by an institutional lender.

12.3 Rights of Mortgagees. Notwithstanding any other provision of this Agreement, the holder of any mortgage (including any such holder who obtains title to the Property or any part thereof), or any other party who thereafter obtains title to the Property or such part from or through such holder or any purchaser at foreclosure sale or through other court proceedings or action in lieu thereof shall in no way be obligated by the provisions of this Agreement to construct or complete the Project except to secure and make the Project site and Property safe, or to guarantee such construction or completion; nor shall any covenant or any other provision in this Agreement or any deeds conveying the Property to Redeveloper be construed to so obligate such holder, provided that nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the JCRA.

12.4 Notice to Mortgagee. Whenever the JCRA shall deliver any notice or demand to Redeveloper with respect to any breach or Default by Redeveloper of its obligations or covenants under this Agreement, the JCRA may at the same time forward a copy of such notice or demand to each holder of any mortgage at the last known address of such holder shown in the land records of the County, in which case notice that such breach or Default subsequently has been cured shall also be provided by the JCRA to each such holder of any mortgage.

12.5 Mortgagee's Right To Cure Redeveloper's Default. After any breach or Default referred to in Section 7, each holder shall have the right, at its option and to the extent permitted by the loan/mortgage documents, to cure or remedy such breach or Default (if the holder shall opt to cure or remedy the breach or Default, the times to cure provided herein shall be extended for such a period of time equal to the time otherwise applicable to Redeveloper for cure) and to add the cost thereof to its mortgage. If the breach or Default is with respect to construction of the Project, nothing contained in this Agreement shall be deemed to require the holder to obtain the JCRA's approval, either before or after foreclosure or action in lieu thereof, to undertake or continue the construction or Completion of the Project. Any such holder who shall properly Complete the Project or applicable part thereof shall be entitled, upon written request made to the JCRA, to receive the Certificate of Occupancy for the units or buildings within the Project and the Certificates of Completion as set forth in Section 4.3 hereof, and such Certificate shall mean and provide that any remedies or rights that JCRA shall have or to be entitled to due to the failure of Redeveloper or any successor in interest to the Property, or any part thereof, to cure or remedy any Default with regard to construction of the Project or applicable part thereof, or due to any other Default in or breach of this Agreement by Redeveloper or such successor, shall not apply to the part or unit of the Property to which such Certificate relates.

ARTICLE 13 RESTRICTIONS ON TRANSFERS

13.1 Restrictions on Transfer. Prior to the issuance of a Certificate of Completion for the Project or any part thereof, pursuant to N.J.S.A. 40A:12A-9(a), except as otherwise permitted by this Agreement, the Redeveloper shall be without power to sell, lease or otherwise transfer the Project or any such part, without the written consent of the JCRA, which consent shall not be unreasonably withheld, delayed or conditioned, except that Redeveloper may lease individual units, if any, to third parties. The prohibition in this Section 13.1 shall apply to any sale, transfer, pledge, or hypothecation of a controlling interest in Redeveloper or the Project. The foregoing shall not apply, however, to a change of form of the Redeveloper entity, provided that there is no change in the controlling interest of Redeveloper. The restrictions in this Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

13.2 Permitted Transfers. Notwithstanding the foregoing, the JCRA hereby consents, without the necessity of any further approval, but subject to 10 days' prior notice to the JCRA (except as to conveyances in Sections (a) and (b)), to the following conveyances:

- A. A conveyance of driveways, roads, infrastructure, open space and other common property to a property owners' association or similar entity.
- B. Deeds to purchasers of individual condominium units, if any, or leases to tenants of individual units.
- C. Utility and other necessary easements.
- D. A mortgage or mortgages or leases or leasehold or other financing and other liens and encumbrances solely for the purposes of financing costs associated with the acquisition, development, construction and marketing of the Project.
- E. A conveyance of the Property or any portion thereof to the holder of any mortgage authorized under this Agreement, whether through foreclosure, deed-in-lieu of foreclosure, or otherwise.
- F. A transfer of any interest in the Property to any partner or family member of any of the members of the Redeveloper or to any entity owned or controlled by the Redeveloper.

13.3 Conveyance to a Qualified Entity. Upon a conveyance of all rights and obligations hereunder to a Qualified Entity, pursuant to Section 2.6, which shall not be unreasonably delayed or denied, the Redeveloper shall be relieved of its right and obligations hereunder.

13.4 Subsequent Conveyance by Redeveloper. Upon issuance of a Certificate of Completion for any portion of the Project, the Redeveloper shall have the right to sell, lease or otherwise transfer, convey or encumber any such portion of the Project without the consent of the JCRA and free of any restrictions imposed by this Agreement, except the Declarations that expressly survive such transfer or conveyance.

ARTICLE 14 PAY-TO-PLAY RESTRICTIONS

14.1 Redevelopment Pay-to-Play Reform Ordinance. Redeveloper acknowledges that the City of Jersey City has adopted a Redevelopment Pay-to-Play Reform Ordinance, Ordinance No. 09-096 (the "**Ordinance**").

14.2 Prohibition Regarding Contributions. In accordance with the Ordinance, Redeveloper (as defined in Section 14.03 below) is prohibited from soliciting or making any contribution (as defined in Section 14.04 below) to (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving redevelopment agreements, or for appointing those who enter into redevelopment agreements on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties or political party committees ("**PAC**"), between the application to enter into a redevelopment project and the later of the termination of negotiations or rejection of any proposal, or the completion of all matters or time period specified in the redevelopment agreement.

14.3 Redeveloper. As defined in N.J.S.A. 40A:12A-3, Redeveloper means any person, firm, corporation, partnership, limited liability company, organization, association or public body that shall enter into or propose to enter into an agreement with a municipality or other redevelopment entity for the redevelopment or rehabilitation of an area in need of redevelopment, or an area in need of rehabilitation, or any part thereof, under the provisions of the LHRL, or for any construction or other work forming part of a redevelopment or rehabilitation project. The definition of Redeveloper also includes all principals who own 10% or more of the equity in the corporation or business trust as well as partners and officers of the redeveloper and any affiliates or subsidiaries directly controlled by the redeveloper. Spouses and any child/children shall also be included.

14.4 Contribution. As defined in N.J.A.C. 19:25-1.7, "contribution" includes every loan, gift, subscription, advance or transfer of money or other thing of value, including any in-kind contribution and pledges made to or on behalf of (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for

arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the redevelopment agreement on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC as referred to above. As further defined in N.J.A.C. 19:25-1.7, funds or other benefits received solely for the purpose of determining whether an individual should become a candidate are contributions.

14.5 Compliance with City Ordinance No. 09-096. Redeveloper agrees to comply with all the terms, conditions and requirements of the Ordinance, as may be amended from time to time. Redeveloper acknowledges that the contribution and disclosure requirements of the Ordinance apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as the redeveloper to provide services related to the: (i) lobbying of government officials in connection with the examination of an area and its designation as an area in need of redevelopment or in connection with the preparation, consultation and adoption of the redevelopment plan; (ii) obtaining the designation or appointment as redeveloper; (iii) negotiating the terms of a redevelopment agreement or any amendments or modifications thereto; and (iv) performing the terms of the redevelopment agreement.

14.6 Violation. Any violation of the provisions of this Article or the Ordinance shall constitute a breach of and default under this Agreement.

ARTICLE 15 LABOR AND EMPLOYMENT

15.1 Project Employment and Contracting Agreement. The Redeveloper and all agents and contractors associated with same shall, if required by the City, enter into contracts with the City and comply with the Project Employment and Contracting Agreement.

15.2 Project Labor Agreement. The Redeveloper or its designee shall execute a project labor agreement if required by Ordinance No. 17-104 as it exists or as it may be amended from time to time. If applicable, a copy of the fully executed PLA shall be provided to the City within 14 days of the Redeveloper's receipt of a fully and unconditionally execution of the project labor agreement by all applicable Persons.

15.3 Living Wage Mandate. The Redeveloper shall comply, and to the extent applicable, require the tenants to comply, with the requirements of Section 3-76 of the Jersey City Municipal Code concerning required wage, benefit and leave standards for building service workers. All leases executed by the Redeveloper, as landlords, shall set forth a requirement that such tenant is required to comply with Section 3-76 of the Jersey City Municipal Code.

15.4 Opportunities for Local Residents during Construction. The Redeveloper shall make a good faith effort to encourage 20% local resident participation in the construction of the Project. The Redeveloper shall be deemed to have satisfied the

good faith effort requirement contained in this Section if the Redeveloper takes the following actions:

- A. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the Director of Compliance for the City, or designated representative, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.
- B. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents, in the construction of the Project.
- C. As part of the Workforce Information Session, notify contractors, subcontractors and prospective tenants/operators of the Project of the Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and job applications from those who attend; and make those resumes and job applications available to the contractors, subcontractors and prospective tenants/operators of the Project.
- D. Participate in the Jersey City Summer Internship Program annually during the term of this Agreement or cause an affiliate of the Redeveloper, or the general contractor for the Project to do so. Applications for the internships can be submitted at the Workforce Information Session.
- E. Regularly contact and cooperate with the Director of Compliance for the City, or designated representative, in connection with workforce opportunities. Notify the Director of Compliance for the City of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.
- F. Provide written outcome assessment reports to the City and the Agency within 60 days after completion of the Project detailing how many City residents and contractors participated in the Workforce Information Session, how many City residents and contractors were employed or engaged in connection with the Project, the job titles for those employed, the scope of work for those contractors engaged, and whether any of such employees and/or contractors were still retained in those positions as of the date of the outcome assessment.

15.5 Equal Employment Opportunity. The Redeveloper agrees that during the construction of Improvements:

- A. The Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer,

recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Agency which are consistent therewith.

B. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin.

C. The Redeveloper will comply with all rules, regulations, and relevant orders of the Secretary of Labor of the State of New Jersey.

D. The obligations in this Section shall be binding on all contractors and subcontractors to the extent that any work is done by any contractor or subcontractor, and any contract entered into by the Redeveloper shall so provide.

ARTICLE 16 MISCELLANEOUS

16.1 Term. Except for those provision expressly surviving termination, this Agreement shall terminate upon the earlier of: (i) Completion of the Project, or (ii) the expiration prior to the start of construction of the Planning Board approval for the Project, after any applicable extensions granted by the Planning Board; or (iii) the earlier termination of this Agreement pursuant to its express terms.

16.2 JCRA'S Right to Engineering and Architectural Data. Upon termination of this Agreement pursuant to any provisions hereof, the Redeveloper shall furnish to the JCRA without charge or fee, reproducible copies of all surveys, engineering and architectural studies, drawings, and reports, including those obtained by the Redeveloper through having performed soils testing and analysis and other data prepared by or for the Redeveloper with respect to the Project and the contemplated development thereof.

16.3 Right of Entry for Utility Service. The JCRA reserves for itself, the City, and any public utility company, as may be appropriate, the unqualified right to enter upon the Property at any reasonable time for the purpose of reconstructing, maintaining, repairing or servicing the public utilities located with the Property's boundary lines.

16.4 Redeveloper Not to Construct Over Utility Easements. The Redeveloper shall not construct any building or other structure or improvement on, over or within the boundary lines of any easement for public utilities unless such construction is provided for in such easement or has been approved by the JCRA and the City. If approval for such construction is required by the Redeveloper, the JCRA shall use its best efforts to assure that such approval shall not be unreasonably withheld.

16.5 No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any third person, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person.

16.6 Amendment; Waiver. No alteration, amendment or modification of this Agreement shall be valid unless executed by an instrument in writing by the Parties hereto with the same formality as this Agreement. The failure of the City or Redeveloper to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election contained in this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by the City or Redeveloper of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by an appropriate official on behalf of the City or Redeveloper.

16.7 Consents. Unless otherwise specifically provided herein, no consent or approval by the JCRA or Redeveloper permitted or required under the terms of this Agreement shall be valid or be of any force whatsoever unless the same shall be in writing, signed by an authorized representative of the party by or on whose behalf such consent is given. Whenever this Agreement requires the consent or approval of the JCRA or the Redeveloper, or any officers, agents or employees of either Party, such approval or consent shall not be unreasonably withheld, delayed or conditioned and shall be given within a reasonable time if said time is not specifically set forth herein.

16.8 Captions. The captions of the Sections and Subsections and the Table of Contents, Schedule of Exhibits and Index of Definitions of this Agreement are for convenient reference only and shall not be deemed to limit, construe, affect, modify or alter the meaning of the articles, sections, exhibits, definitions, or other provisions hereof.

16.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principle of choice of or conflicts of laws. Any lawsuit filed by either Party to this Agreement shall be filed in either the Superior Court of New Jersey, Hudson County, or in the United States District Court for the District of New Jersey in accordance with their respective rules of court.

16.10 Severability. If any article, section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the section, subsection, term or provision of this Agreement or the application of same to Parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that no such severance shall

serve to deprive either party of the enjoyment of its substantial benefits under this Agreement.

16.11 Binding Effect. Except as may otherwise be provided in this Agreement to the contrary, this Agreement and each of the provisions hereof shall be binding upon and inure to the benefit of Redeveloper, the JCRA and their respective successors and assigns.

16.12 Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Redeveloper and the JCRA, their relationship being solely as contracting Parties under this Agreement.

16.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute, in connection with each of such agreements, one and the same instrument.

16.14 Prior Agreements Superseded. This Agreement repeals and supersedes any prior understanding or written or oral agreements (express or implied) between the Parties. This Agreement, together with any other documents executed by the Parties contemporaneously herewith or therewith, contains the entire understanding between the Parties with respect thereto.

16.15 Exhibits. All Exhibits referred to herein shall be considered a part of this Agreement as fully and with the same force and effect as if such Exhibits had been included within the text of this Agreement in full.

16.16 Counting of Days; Saturday, Sunday or Holiday. The word "days" as used in this Agreement shall mean calendar days unless a contrary intention is stated, provided that if the final date of any period provided in this Agreement for the performance of an obligation or for the taking of any action falls on a day other than a Business Day, then the time of such period shall be deemed extended to the next Business Day. The term "Business Day" as used herein means any day other than a Saturday, a Sunday, or a day on which banks generally and public offices are not open under the laws of the State of New Jersey.

16.17 Affirmative Action. Should Redeveloper use any public funding or financing for the Project, which requires compliance with affirmative action requirements set forth in P.L. 1975, C. 127 (N.J.S.A. 10:5-31 to 38), the Redeveloper agrees to comply with said requirements and take reasonable action directed at compliance by its contractors and subcontractors, if applicable. This provision shall not be interpreted to apply to a tax abatement agreement or otherwise impose any obligation that does not apply under independent statutory provisions.

16.18 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed,

national origin, ancestry, physical handicap, age, marital status, sex, affectional or sexual orientation of the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project.

16.19 Construction. The Parties acknowledge that this Agreement has been extensively negotiated with the assistance of competent counsel for each party and agree that no provision of this Agreement shall be construed in favor of or against either party by virtue of the fact that such party or its counsel have provided an initial or any subsequent draft of this Agreement or of any portion of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the Effective Date.

WITNESS:

TAG DEVELOPMENT, LLC

**WITNESS:
AGENCY**

JERSEY CITY REDEVELOPMENT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH EMERSON LEASING CO. I LLC AMENDING THE DEVELOPMENT TIMETABLE AND CERTAIN ESCROW REQUIREMENTS PERTAINING TO THE COLES STREET PARK LOCATED WITHIN THE JERSEY AVENUE PARK REDEVELOPMENT AREA

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

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

WHEREAS, pursuant to Resolution No. 19-08-10 adopted on August 20, 2019, the Board of Commissioners of the Agency authorized execution of a redevelopment agreement (the "**Redevelopment Agreement**") with Emerson Leasing Co. I, LLC (the "**Redeveloper**") for the redevelopment of certain property located within the Redevelopment Area; and

WHEREAS, as more particularly described in the Redevelopment Agreement, in furtherance of the first phase of the development (the "**Phase I Project**"), the Redeveloper is to develop a multi-family building containing 350 residential dwelling units, 349 parking spaces, 10,400 square feet of ground floor retail, approximately 23,900 square foot public use facility with 40 on-site parking spaces, as well as certain public Improvements and a new park along Coles Street (the "**Coles Street Park**") located on Block 6004, Lot 1.06 [formerly Block 6004, Lot 1.03 and Block 6005, Lot 13.04] (the "**Coles Street Park Property**"); and

WHEREAS, Coles Street Park shall be constructed in accordance with the final Coles Street Park design and scope of work (the "**Park Details**"), prepared in conjunction with and approved by, appropriate representatives of the City; and

WHEREAS, in order to facilitate the development of Coles Street Park by the Redeveloper, the parties have entered into that certain escrow agreement with the Agency (the "**Park Deed Escrow Agreement**"), which allows the duly executed conveyance documents for the Coles Street Park Property to be held in escrow by the Agency while the Redeveloper undertakes the construction of the Coles Street Park; and

WHEREAS, the Redeveloper's obligation to commence construction on the Coles Street Park Property became effective upon execution of the Park Deed Escrow Agreement and to date there has been progress on the construction of the Coles Street park pursuant to the Redevelopment Agreement; and

WHEREAS, the Redeveloper has been working diligently but anticipates a few months additional time is needed to complete the Coles Street Park and certain other deliverables within the Phase I Project, and is requesting to amend Exhibit M - Development Timetable of the Redevelopment Agreement; and

WHEREAS, in accordance with Sections 1.03 and 3.01 of the Redevelopment Agreement and that certain Coles Street Park Construction and Escrow Agreement, dated as of November 19, 2020, the Redeveloper has deposited approximately \$700,000 into escrow for the construction of Coles Street Park, which the Redeveloper is entitled to utilize to pay for and off-set any cost associated for the construction of the Coles Street Park; and

WHEREAS, the Redeveloper has also requested an amendment to the aforementioned escrow requirement, such that, except for a retainage amount, the escrow would be released and replaced with a surety bond in favor of the City and the Agency; and

WHEREAS, the proposed changes to Exhibit M - Development Timetable and the escrow provisions are further set forth in the form of First Amendment to the Redevelopment Agreement, on file with the Agency; and

WHEREAS, the Agency has reviewed such request and finds that, provided that the Redeveloper evidences the required surety bond and any other requirements to the satisfaction of the Agency and its counsel, such amendments are desirable and appropriate; and desires to memorialize such revisions pursuant to the First Amendment to the Redevelopment Agreement; and

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

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

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

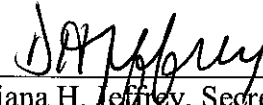
Section 2. The Board of Commissioners hereby authorizes the First Amendment to the Redevelopment Agreement as set forth herein.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the First Amendment to the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on April 20, 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 AUTHORIZING THE AGENCY TO ENTER INTO RENEWED LAND LEASE AGREEMENT WITH LOKAL FOR PROPERTY LOCATED AT BLOCK 11603, LOT 24.C0102, COMMONLY KNOWN AS 2 SECOND STREET, UNIT 102, JERSEY CITY, NEW JERSEY LOCATED WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT AREA.

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

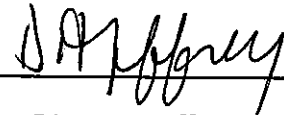
WHEREAS, Lokal wishes to enter into a one-year land lease agreement with the JCRA as to the Premises, for storage of commercial business property.

WHEREAS, the JCRA and Lokal have reached a tentative agreement, conditioned on approval by the Board of Commissioners of the JCRA, as to the terms of a one-year land lease agreement as to the Premises, and a copy of the proposed lease is attached hereto as **Exhibit A**.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The JCRA is hereby authorized to negotiate and enter into a one-year land lease agreement with Lokal, for storage of commercial business property at the Premises.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect immediately.

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

Diana H. Jeffrey, Executive Director

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 between the Parties, who agree as follows:

1. **Parties.** The Parties to this Agreement are **Jersey City Redevelopment Agency**, 66 York Street, Jersey City, NJ 07302, hereinafter called **Landlord** and Lokal, 2 Second Street, Jersey City, NJ 07302 hereinafter called **Tenant**.

2. **Premises.** Landlord hereby lets the following property to Tenant for the terms of this Agreement: a) the real property known as: Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").

3. **Term.** The term of this Agreement shall be for one (1) year beginning on May 1, 2021 and ending on April 30, 2022.

4. **Rent.** The total rent for said property shall be Eight Thousand Eight Hundred and Twenty Five Dollars (\$8,825), to be paid monthly in amount due and payable on the first day of each month. Payment schedule as follows:

1. \$500 due May 1, 2021
2. \$500 due June 1, 2021
3. \$500 due July 1, 2021
4. \$500 due August 1, 2021
5. \$500 due September 1, 2021
6. \$500 due October, 2021
7. \$750 due November 1, 2021
8. \$750 due December 1, 2021
9. \$750 due January 1, 2022
10. \$1,000 due February 1, 2022
11. \$1,000 due March 1, 2022
12. \$1,575 due April 1, 2022

5. **Permitted Use.** The Permitted Use of the Premises shall be for storage for commercial business property only and for no other purpose. No property may be stored on the leased Premises that are explosives, weapons, illegal and/or controlled dangerous substances of any kind, waste, garbage, refuse, hazardous wastes, chemicals, flammables or pollutants. Breach of this portion of the Lease shall terminate the Lease and Tenant shall be responsible for all damages sustained by Landlord. Tenant acknowledges that Landlord has no knowledge of the identity of the exact contents of the items stored by Tenant. Tenant shall not use the Premises for residential occupancy,

and recognizes that, while Landlord is not making any representations regarding the condition of the Premises, or its suitability for any purpose, Landlord is leasing said property in "as is" condition for storage purposes only.

6. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Agreement or the abatement of rent.

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

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

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

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

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

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

13. **Quiet Enjoyment.** Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant further agrees

not to maintain public nuisance and not to conduct business or commercial activities on the premises.

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

15. Insurance. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant shall obtain at the Tenant's sole cost and expense, Tenant's rental insurance coverage at limits sufficient to cover the value of Tenant's personal and commercial property. The Tenant shall provide Landlord with proof of Tenant's insurance. The Tenant shall obtain commercial general liability coverage in the amount of at least one million dollars (\$1,000,000), and such insurance shall cover any and all losses arising out of the Tenant's use of the leased premises and be endorsed to name the Landlord as an additional insured with respect to such coverage and shall furnish to the Landlord proof of such insurance. All insurance required to be maintained by Tenant shall be on a primary, non-contributory basis, and shall be kept in full force and effect at the sole cost and expense of the Tenant, for the entire duration of this Lease, and Renewal period as set forth in Paragraph 19, and during any Holdover period as set forth in Paragraph 20.

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

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

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

19. Renewal. Upon giving written notice no later than sixty (60) days before the expiration of the Term, the Tenant may request the renewal of this Lease for an additional one (1) year term, in the

discretion of the Landlord. If the Landlord chooses to renew the Lease at the Tenant's request, the Landlord may, in its discretion, adjust the amount of Rent to be paid by the Tenant pursuant to Paragraph 4.

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

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

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

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

We the undersigned, agree to this Lease:

LANDLORD:

JERSEY CITY REDEVELOPMENT AGENCY

WITNESS:

Diana Jeffrey, Executive Director

DATE: _____

TENANT:

LOKAL

WITNESS:

DATE: _____

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
COOPERATION AGREEMENT BETWEEN THE JERSEY CITY
REDEVELOPMENT AGENCY AND THE CITY OF JERSEY CITY FOR
THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, City and the Agency have embarked upon an effort to establish the Redevelopment Area as an artistic and cultural hub anchored by two iconic projects: the redevelopment of the former Pathside Building (defined below) as a museum and the rehabilitation of the Loews Theatre to its former glory; and

WHEREAS, the City is the owner of the Loews Theatre; and

WHEREAS, the Agency is the owner of the Pathside Building located at 25 Sip Avenue (the "**Pathside Building**") and redevelopment entity for the Loews Theater located at 54 Journal Square Plaza (the "**Loews Theatre**"), each within the Redevelopment Area; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum and to restore the Loews Theatre to its previous grandeur pursuant to its powers under the Redevelopment Law; and

WHEREAS, it is necessary for the Agency to undertake certain improvements to the Pathside Building and Loews Theatre in anticipation of its operation and to provide for certain ongoing operating expenses related thereto (the "**Arts Project**"); and

WHEREAS, recognizing the economic and cultural impact the Pathside Project and Loews Theatre will provide to the City, the City has determined to aid and cooperate in the planning, undertaking, construction and operation of the Arts Projects; and

WHEREAS, the City desires that the Agency exercise the powers available to it as redevelopment entity for the Redevelopment Area and facilitate the undertakings contemplated in the Redevelopment Plan and shall, amongst other things, oversee the completion of the Arts Projects and the operation of same in such manner and under such terms as it deems appropriate and consistent with the Redevelopment Plan and Redevelopment Law (the "**Agency Redevelopment Activities**"), and



WHEREAS, the City and the Agency have determined that the Agency has the experience and expertise to implement the Agency Redevelopment Activities; and

WHEREAS, the City and the Agency find it mutually beneficial and in the public interest to enter into a cooperation agreement for the Arts Projects to provide designated municipal funding as applicable; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the Arts Projects and to provide designated municipal funding for the Agency Redevelopment Activities and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, a form of which is on file with the Agency (the "**Cooperation Agreement**"),

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 Board of Commissioners hereby approves the Cooperation Agreement with the City for a period of five (5) years in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized and directed to execute and deliver the Cooperation Agreement in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

COOPERATION AGREEMENT
JOURNAL SQUARE CULTURAL AND ARTS INITIATIVE

THIS COOPERATION AGREEMENT (hereafter the “**Agreement**”) is made this ____ day of April, 2021 (the “**Effective Date**”), between the **CITY OF JERSEY CITY**, a municipal corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (the “**City**”), and the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, 3rd Floor, Jersey City, New Jersey 07302 (the “**Agency**”; together with the City, the “**Parties**”; each, a “**Party**”).

WITNESSETH:

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

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the area designated by the City as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, City and the Agency have embarked upon an effort to establish the Redevelopment Area as a artistic and cultural hub anchored by two iconic projects: the redevelopment of the former Pathside Building (defined below) as a museum and the rehabilitation of the Loew’s Theatre to its former glory; and

WHEREAS, the Agency is the owner of the Pathside Building located at 25 Sip Avenue (the “**Pathside Building**”) and redevelopment entity for the Loew’s Theater located at 54 Journal Square Plaza (the “**Loew’s Theatre**”), each within the Redevelopment Area; and

WHEREAS, the Agency determined to repurpose the Pathside Building as a museum and to restore the Loew’s Theatre to its previous grandeur pursuant to its powers under the Redevelopment Law; and

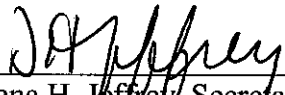
WHEREAS, it is necessary for the Agency to undertake certain improvements to the Pathside Building and Loew’s Theatre in anticipation of its operation and to provide for certain ongoing operating expenses related thereto (the “**Arts Project**”); and

WHEREAS, the City is the owner of the Loew’s Theatre; and

WHEREAS, recognizing the economic and cultural impact the Pathside Project and Loew’s Theatre will provide to the City, the City has determined to aid and cooperate in the planning, undertaking, construction and operation of the Arts Projects; and

WHEREAS, the City desires that the Agency exercise the powers available to it as Redevelopment Entity for the Redevelopment Area and facilitate the undertakings contemplated

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 April 20, 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	✓			

in the Redevelopment Plan and shall, amongst other things, oversee the completion of the Arts Projects and the operation of same in such manner and under such terms as it deems appropriate and consistent with the Redevelopment Plan and Redevelopment Law (the “Agency Redevelopment Activities”), and

WHEREAS, the Parties have determined that the Agency has the experience and expertise to implement the Agency Redevelopment Activities; and

WHEREAS, City is a “public body” and the Agency is the “redevelopment entity” for the Arts Projects as such terms are defined in the Redevelopment Law, at *N.J.S.A.* 40A:12A-3; and

WHEREAS, the Redevelopment Law provides, in Section 39 thereof as follows:

“For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of . . . redevelopment projects located within the area in which it is authorized to act, any public body may, upon such terms, with or without consideration, as it may determine: . . .

e. Enter into agreements, which may extend over any period, notwithstanding any provision or rule of law to the contrary, with a . . . or redevelopment entity or . . . respecting action to be taken by such public body pursuant to any of the powers granted by this act. . . .;

f. Do any and all things necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of . . . redevelopment projects; . . .” *N.J.S.A.* 40A:12A-39(e) and (f).

WHEREAS, the Parties find it mutually beneficial and in the public interest to enter into a cooperation agreement for the Arts Projects to provide designated municipal funding as applicable; and

WHEREAS, the City and the Agency have duly authorized their proper officials to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1
PURPOSE AND SCOPE OF AGREEMENT

1.1 The purpose of this Agreement is to set forth the mutually agreeable terms and conditions under which the City and the Agency will undertake redevelopment of the Redevelopment Area.

ARTICLE 2
TERM OF AGREEMENT

2.1 This Agreement shall commence on the Effective Date and shall expire on the fifth (5th) anniversary of the Effective Date unless extended by mutual agreement of the Parties.

ARTICLE 3
REDEVELOPMENT; IMPLEMENTATION

3.1 The City hereby appoints the Agency as its general agent with respect to any action to be taken, direction to be provided, or right or remedy to be exercised by the City as redevelopment entity for the Redevelopment Area. The Agency shall have full power to undertake redevelopment of the Redevelopment Area in accordance with the Redevelopment Law, including the power to take any reasonably necessary or convenient action to carry out its duties, obligations and responsibilities. The Agency shall undertake the Agency Redevelopment Activities, as defined herein, and utilize its best efforts to ensure that the Redevelopment Area is redeveloped, marketed, used, maintained and operated in accordance with the Redevelopment Law and the Redevelopment Plan.

3.2 The City shall assist the Agency with the Arts Projects including by, among other things, the allocation and provision of City resources to such effort including personnel, equipment and furnishings.

ARTICLE 4
FUNDING OF REDEVELOPMENT

4.1 The City will provide the funding for the Agency Redevelopment Activities.

4.2 The City and the Agency shall work together to develop a financial plan for the Agency Redevelopment Activities related to the Pathside project and the Loew's Project.

4.3 The City shall transfer funds to the Agency as and when needed to fund the budget established pursuant to Section 4.2 for Agency Redevelopment Activities.

4.4 The Agency hereby agrees and undertakes that all amounts transferred by the City to the Agency shall, upon receipt, be held by the Agency or its designated depository, and shall be used solely for the payment of Agency Redevelopment Activities. In addition, to the extent such amounts are derived from proceeds of City notes or bonds (the "**City Obligations**") and transferred to the Agency, together with any investment income earned thereon, are referred to herein as the "**Transferred Proceeds**". Any real and/or personal properties that are acquired, constructed or improved with Transferred Proceeds are referred to herein as "**Bond Financed Assets**".

4.5 Pending disbursement by the Agency, all Transferred Proceeds shall be held in the manner provided by law for other Agency funds, and shall be invested only as provided in *N.J.S.A. 40A:5-15.1* subject to such investment yield restrictions as may be applicable to such related City Obligations as may be outstanding from time to time. Investment income earned on the Transferred Proceeds shall be segregated from other Agency funds and shall constitute Transferred Proceeds.

4.6 On or before the seventh calendar day of each month, commencing in the month following the transfer of any Transferred Proceeds as provided in Section 4.4, the Agency shall file with the Director of Finance of the City a report signed by the Executive Director of the Agency, stating, as of such date: (1) the amount of investment income earned and/or investment losses incurred in respect of the Transferred Proceeds during the preceding month, (2) the particular expenses which have been paid with Transferred Proceeds during the preceding month and (3) the amount of Transferred Proceeds which remain unexpended as of such date, and the manner in which such amounts are currently invested. On or before each yearly anniversary of this Agreement, the Agency shall file with the Director of Finance of the City a report signed by the Executive Director of the Agency stating, as of such date: (1) that all Transferred Proceeds have been used solely for the payment of bondable expenses and (2) any information required to be reported pursuant to Section 5.4.

4.7 The Agency shall, at the request of the City, promptly execute and deliver such certifications as may be required by the City's bond counsel from time to time to set forth such expectations, representations and covenants which the City may, upon advice of the City's bond counsel, from time to time require in order to maintain the tax-exempt status of the City Obligations. In addition, the Agency hereby agrees to comply with any covenants relating to the use of the Transferred Proceeds which the City may, upon advice of the City's bond counsel, from time to time require in order to maintain the tax-exempt status of the City Obligations. Each such covenant shall be deemed to be for the benefit of the City and the holders of the City Obligations.

ARTICLE 5 **NOTICE**

5.1 Notices. All notices, requests, demands or other communications required or desired hereunder shall be in writing, and shall be deemed duly given if hand delivered or mailed by certified mail, return receipt requested to:

In the case of the City:

City of Jersey City
Business Administrator
City Hall
280 Grove Street
Jersey City, New Jersey 07302

In the case of the Agency:

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

ARTICLE 6
TERMINATION

6.1 The City or the Agency may terminate this Agreement in whole or in part upon mutual agreement.

ARTICLE 7
MISCELLANEOUS

7.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof, and there have been and are no covenants, agreements, representations or restrictions between the Parties hereto set forth elsewhere with respect to the subject matter hereof.

7.2 Amendment. No modification or amendment of this Agreement shall be effective unless made in writing and executed by both the Agency and the City.

7.3 Titles and Headings. Any titles of the several Articles and Sections of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions.

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

7.5 No Waiver by Delay. The failure of either Party to avail itself of any remedy provided for in this Agreement, or either Party's delay in seeking such remedy, shall not be deemed a waiver of the rights to be enforced thereby or of any right of enforcement that may accrue in the future.

7.6 Binding. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto, their legal representatives, successors and permitted assigns.

7.7 Survival Provision. Sections 4.5, 4.6, and 4.7 shall survive termination of this Agreement.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

ATTEST

Sean J. Gallagher
City Clerk

CITY OF JERSEY CITY

By: _____
John Metro
Acting Business Administrator

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Diana Jeffrey
Executive Director

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ISSUANCE OF A PROJECT NOTE IN CONNECTION WITH THE PATHSIDE REDEVELOPMENT PROJECT, LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 25 PATHSIDE A/K/A 84 SIP AVENUE, AND DETERMINING CERTAIN OTHER MATTERS RELATED THERETO, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, pursuant to the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of the State of New Jersey of 1992, as amended and supplemented (the "**Redevelopment Law**"), the Jersey City Redevelopment Agency (the "**Agency**") has heretofore been created by the City of Jersey City (the "**City**"), and is a public body politic and corporate of the State of New Jersey (the "**State**"), organized and existing under the Redevelopment Law, and the designated redevelopment entity for, among other redevelopment areas, the Journal Square 2060 Redevelopment Area; and

WHEREAS, the City desired to aid and assist the Agency with the acquisition, operation, maintenance, management, financing, construction and/or improvement of the Journal Square 2060 Redevelopment Area in accordance with the Journal Square 2060 Redevelopment Plan, adopted by the City on August 25, 2010, as subsequently amended; and

WHEREAS, pursuant to that certain resolution of the Agency, adopted on November 21, 2017 and entitled "Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the issuance of Revenue Bonds, Series 2017 (Tax-Exempt) (Pathside Redevelopment Project) (City Guaranteed), for the Acquisition of Block 9501, Lot 22 (25 Pathside), the Execution of a Trust Indenture to Secure the Bonds, and Determining Other Matters Related Thereto" (the "**Original Bond Resolution**") and that certain Indenture of Trust, dated as of May 1, 2018 (the "**Original Indenture**"), by and between the Agency and U.S. Bank National Association (the "**Trustee**"), the Agency is authorized to issue revenue bonds and/or project notes in an amount not to exceed \$10,000,000 (the "**Pathside Bonds**"); and

WHEREAS, in furtherance of the above, the City and the Agency entered into that Subsidy Agreement, dated as of May 1, 2018 (the "**Pathside Subsidy Agreement**"), pursuant to which, the City agreed to fund any shortfall in the Agency's ability to pay the debt service on the Pathside Bonds, up to an amount of \$10,000,000; and

WHEREAS, on May 31, 2018, under the Original Bond Resolution and Original Indenture, the Agency issued its \$10,000,000 Project Note (Series 2018) (Pathside Redevelopment Project) (City Guaranteed) (Tax-Exempt) (the "**2018 Note**"); and

WHEREAS, the Agency used the proceeds of the 2018 Note to finance: (i) the acquisition and improvement/maintenance of an approximately 58,000 square foot building (the "**Facility**") in the City for the purpose of developing a regional museum; (ii) costs associated with a museum development consultant (the "**Museum Development Consultant**"); (iii) capitalized interest on the 2018 Note; and (iv) certain costs incurred by the Agency and the City in connection with the authorization, issuance and delivery of the 2018 Note; and

WHEREAS, on May 29, 2019, under the Original Bond Resolution, as amended and supplemented by a resolution adopted by the Agency on May 21, 2019 and the Original Indenture, as amended by that First Supplemental Indenture, dated as of May 1, 2019, by and between the Agency and the Trustee, the Agency issued its \$10,000,000 Project Note (Series 2019) (Pathside Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2019 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2018 Note; and (ii) paying the costs of issuance of the 2019 Note; and

WHEREAS, on May 27, 2020, under the Original Bond Resolution, as amended and supplemented by a resolution adopted by the Agency on April 21, 2020 and the Original Indenture, as amended by that Second Supplemental Indenture, dated as of May 1, 2020, by and between the Agency and the Trustee, the Agency issued its \$10,000,000 Project Note (Series 2020) (Pathside Redevelopment Project) (City Guaranteed) (Federally Taxable) (the "**2020 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2019 Note; and (ii) paying the costs of issuance of the 2020 Note; and

WHEREAS, the 2020 Note matures on May 27, 2021; and

WHEREAS, the Agency now desires to authorize the issuance of a supplemental project note (the "**2021 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2020 Note; and (ii) paying the costs of issuance of the 2021 Note; and

WHEREAS, in connection with the issuance of the 2021 Note, the Agency desires to authorize the execution of a supplemental indenture (the "**Supplemental Indenture**"), along with other agreements, documents, certificates, opinions and other instruments, including but not limited to a note purchase contract and continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2021 Note; and

WHEREAS, toward those ends, the Agency desires to adopt this resolution to further supplement the Original Bond Resolution,

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

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

Section 2. Capitalized terms used but not defined herein shall have the meaning set forth in the Original Indenture.

Section 3. The terms and conditions with respect to the 2021 Note, shall be as substantially set forth in the Supplemental Indenture of Trust to be placed on file with the Executive Director of the Agency, together with such changes, insertions and modifications as approved by the Authorized Agency Representative, in consultation with the Agency's counsel and bond counsel, as are hereby approved and made a part of this resolution.

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Section 4. The Authorized Agency Representative or a duly appointed Agency designee is hereby authorized to prepare and release a preliminary official statement, an official statement, and to execute such other agreements, documents, certificates, opinions and other instruments, including but not limited to the Supplemental Indenture, note purchase contract, continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2021 Note.

Section 5. This resolution shall take effect immediately and the Secretary of the Agency shall cause a copy to be filed for public inspection in the offices of the Agency and the Clerk of the City.

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 April 20, 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
ACQUISITION OF THE PROPERTY IDENTIFIED AS BLOCK
19002, LOT 7, COMMONLY KNOWN AS 287 PINE STREET,
WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

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

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

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

WHEREAS, the lands and premises located at Block 19002, Lot 7 on the tax maps of the City, commonly known as 287 Pine Street within the Redevelopment Area (the "**Property**"), are located within the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-8(b)* and *N.J.S.A. 40A:12A-22(i)*, the Agency has determined to acquire the Property; and

WHEREAS, Martia Corporation (the "**Seller**") owns the Property and desires to sell the Property to the Agency; and

WHEREAS, Seller desires to sell, and the Agency desires to acquire, the Property, and improvements thereon, together with all easements, rights of way, appurtenances and other rights and benefits thereunto; and

WHEREAS, as a result of an arm's length negotiation between the Agency and the Seller (the "**Parties**"), the Parties determined a purchase price of \$275,000.00 for the Property, which amount is equal to or less than the appraised value of the Property obtained by the Agency; and

WHEREAS, to effectuate the transfer of the Property, the Parties now desire to negotiate and enter into a purchase and sale agreement for the Property,

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

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

Section 2. Any and all prior actions taken by the Agency, its officials, employees and agents in furtherance of the acquisition of the Property are hereby ratified.

Section 3. The Board of Commissioners authorizes the Agency to purchase the Property for the sum of \$275,000.00, and the Chairman, Vice-Chair, Secretary and/or the Executive Director are hereby authorized to negotiate and enter into a purchase and sale agreement for the Property and to sign all other documents necessary to consummate the acquisition of the Property, all in consultation with counsel.

Section 4. The Agency is hereby authorized to perform and carry out any studies, surveys, tests, soundings, borings, appraisals and title searches, as necessary to determine the value, boundary, ownership, interests or environmental condition of the Property, and to take any action required to obtain fee simple title or a lesser interest of the Property, as deemed necessary by the Agency in consultation with the Agency's counsel and other professionals.

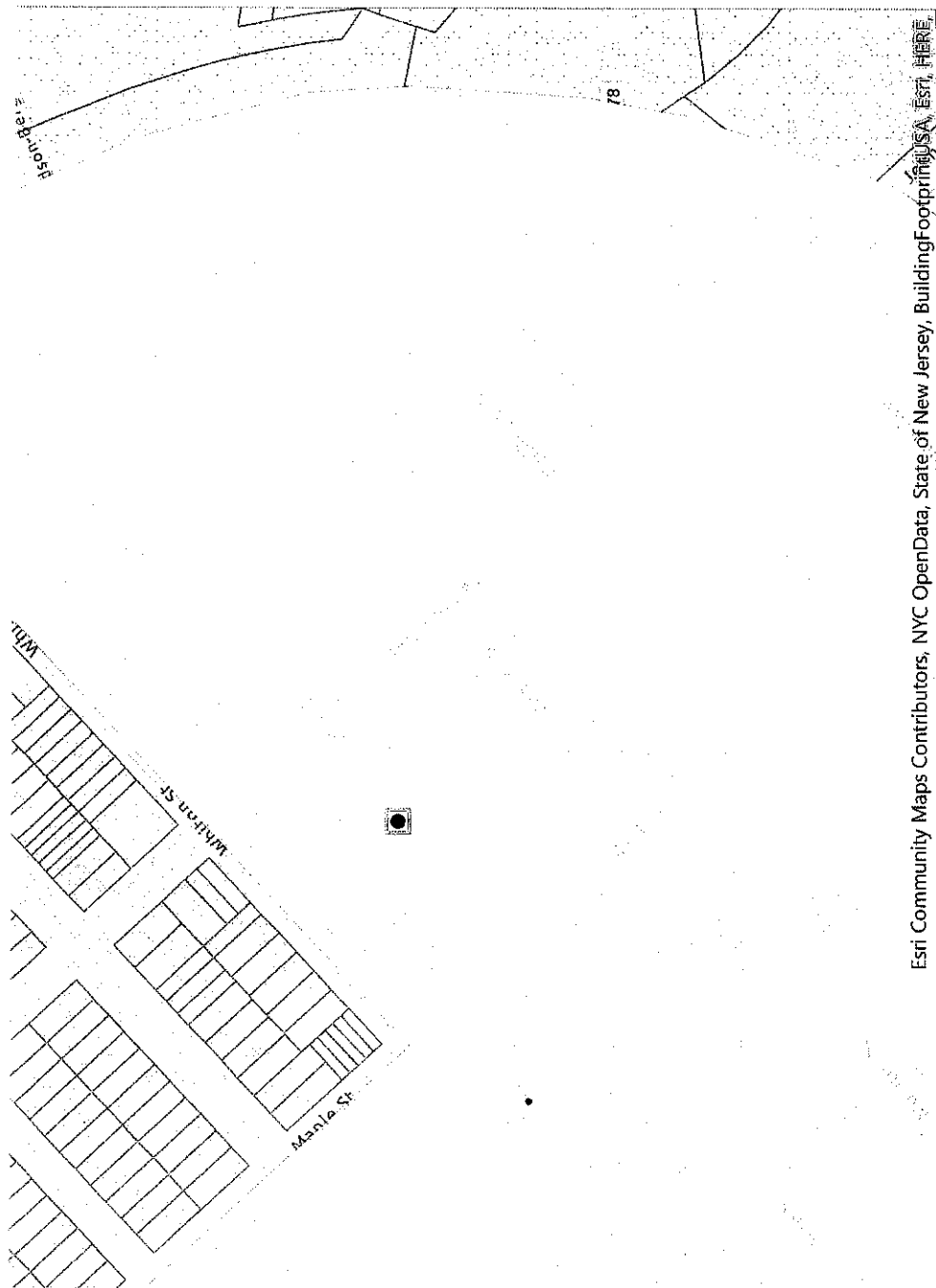
Section 5. This Resolution shall take effect immediately.

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



Diana H. Jeffrey, Secretary

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



Esri Community Maps Contributors, NYC OpenData, State of New Jersey, BuildingFootprintsUSA, Esri, HERE, Garmin, SafeGraph, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AWARDDING A
CONTRACT TO MATRIX NEW WORLD ENGINEERING,
LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC
FOR SURVEY WORK IN CONNECTION WITH PROPERTY
LOCATED AT 287 PINE STREET, BLOCK 19002, LOT 7
WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

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

WHEREAS, the Morris Canal Redevelopment Area, which was designated by the City pursuant to the Redevelopment Law, is subject to the Morris Canal Redevelopment Plan, as subsequently amended, which was enacted by the City in accordance with the Redevelopment Law; and

WHEREAS, the lands and premises located at Block 19002, Lot 7 on the tax maps of the City, commonly known as 287 Pine Street (the "**Property**"), are located within the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-8(b)* and *N.J.S.A. 40A:12A-22(i)*, the Agency has determined to acquire the Property; and

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

WHEREAS, the Agency desires to obtain a boundary survey of the Property to determine the precise boundaries of the Property as part of its due diligence process with respect to its acquisition of the Property; and

WHEREAS, Matrix New World Engineering, Land Surveying and Landscape Architecture, PC ("**Matrix**") submitted a proposal to the Agency dated April 8, 2021 (the "**Proposal**"), to perform survey work for the Property; and

WHEREAS, Matrix possesses the skills and expertise to perform and complete the survey work for the property; and

WHEREAS, the Agency desires to enter into a professional services contract with Matrix (the "**Contract**") to perform the survey work as outlined in the Proposal,

without setting corner markers, for a total lump sum amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00), as set forth in the Proposal; and

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

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.*, the services required to perform the survey work are professional services exempt from public bidding; and

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

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

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

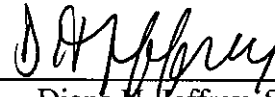
Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Matrix to perform and complete the survey work for a term to expire upon completion of the survey work and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable as set forth in the Proposal for a total lump sum amount not to exceed Three Thousand Five Hundred Dollars (\$3,500.00), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

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

Section 4. This Resolution shall take effect immediately.

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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 April 20, 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	✓			

MATRIXNEWORLD

Engineering Progress

April 8, 2021

Via Email (philo@jcnj.org)

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

Attn: Phil A. Orphanidis, Real Estate Officer

**RE: PROFESSIONAL SERVICES PROPOSAL
287 PINE STREET – BLOCK 19002, LOT 7
JERSEY CITY, HUDSON COUNTY, NEW JERSEY
MATRIX NO. 21-396**

Mr. Orphanidis:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to submit the following proposal. This proposal encompasses professional land surveying services as requested for the above-referenced project.

SCOPE OF SERVICES

The scope of services and associated fee is described in detail below:

ITEM 1: BOUNDARY SURVEY

The following information will be provided to Matrix by the client:

(Phase S01)

- ☐ Current title report and/or deeds
- ☐ Previous property surveys (if available)
- ☐ Utility company mark-outs (if required, see Item G)
- ☐ Underground utility plans from municipal and/or utility companies (if available)
- ☐ Signed Corner Marker Waiver (in lieu of setting missing corner markers see Item F)

The following tasks will be performed for this item:

- A. The metes and bounds of the above-described parcel (± 0.0574 acres) will be established based upon prior surveys, deed(s), and a current title report (provided by the client) along with existing field conditions. Pertinent easements and additional boundary evidence as depicted in the title report will be shown on the survey drawing. Additional County Hall records, adjoiner deeds, filed maps, etc., if available will be used in our analysis of the property to be surveyed. The plan of survey will be referenced to the N.J. State Plane Coordinate System (NAD'83) and North American Vertical Datum (NAVD 1988).
- B. A field traverse across the property in question will be established utilizing the latest in both terrestrial and GPS surveying equipment. This will be used to locate existing property corner evidence and additional site features.

- C. The above data will be downloaded into our computer system and the relationship of the field data to the record title information will be analyzed.
- D. Upon completion of our field work and analysis a boundary survey plan at an appropriate scale will be prepared. This map will include the following:
 - 1) Labeling of boundary corners markers found and/or set (refer to Item F below regarding corner markers)
 - 2) Internal parcels/tract lines
 - 3) Utility easement and rights-of-way within and adjacent to the site (as depicted in the title report or deeds provided)
 - 4) FEMA Flood zone classification based upon current publish FIRM information if available
 - 5) Existing surface features such as roads, buildings, fences, tracks, etc. will be shown on the survey
 - 6) Location of visible and/or utility company marked-out utilities serving the subject property (utility company mark-outs to be provided, see Item G)
 - 7) Acreage of the site
 - 8) Adjoining tax map lot and block numbers
 - 9) Key map
 - 10) Right-of-way lines and widths
- E. The boundary survey plan will show Matrix's standard certification note only. Should any other certification and/or Surveyors Report be required beyond the above-mentioned standard certification a separate authorization via supplementary proposal or Contract Amendment Request (CAR) will be issued prior to initiation of the work. Please note: A written metes and bounds description is not included with this proposal.
- F. Existing property corner markers will be recovered and located. In accordance with NJAC 13:40-5.1 for the tract perimeter boundary, where no property corner marker currently exists, a corner marker will be set. There will be an additional fee of \$250 for each corner marker set. In lieu of setting these markers please complete the attached *Waiver and Direction Not to Set Corner Markers*.
- G. The location of public utilities (i.e., gas, electric, water) will be based upon utility company plans (if provided, field locations of visible physical features, and utility company mark-outs (if provided)). **It will be the responsibility of the client to contact The New Jersey One Call System and/or utility companies to provide subsurface utility mark-outs prior to the start of any survey field work.** Note: Although we will survey visible evidence of existing utilities within the subject property, Matrix may not be able to confirm the existence or actual position of all underground utilities which may be within or cross the bounds of the subject property. If requested, Matrix can enlist the services of a company that would investigate and mark the approximate location of subsurface utilities. A separate authorization via supplementary proposal or Contract Amendment Request (CAR) for this additional service will be issued.
- H. Providing access to the subject site and adjoining properties will be the responsibility of the client. If access to the adjoining properties is not provided, existing conditions will be limited to the boundary of the subject property being surveyed. It will also be the responsibility and expense of the client to supply Matrix with any permits along with traffic safety control if required by any State, County, local authority, or City of Jersey City. This item does not include additional cost for safety personnel and/or police presence. If the above-mentioned property access, highway access, and/or traffic safety is required and not provided to Matrix the client will then be invoiced in accordance with current Matrix fee schedule.

MATRIXNEWORLD

Engineering Progress

The quoted fee for this item is based on the assumption the deed mathematically closes, there are no title problems, there are no overlaps or gores with adjoining properties, and extraordinary research or analysis is not required. In the event any of the issues cited in this paragraph do become issues during the course of our survey work, we will discuss the additional work and related costs with you prior to completion of such work.

Deliverables shall include up to six (6) paper prints of the boundary survey map, signed and sealed by a N.J. Licensed Land Surveyor, and certified to the parties as specified by the client.

Payment for this item is due at the time of closing or within thirty (30) days of receipt of the survey, whichever comes first. The client is responsible for payment whether or not the closing takes place. If Matrix is notified to stop work at a point after the authorization is signed the client will be responsible for payment of services rendered up to the point of notification.

LUMP SUM: **\$3,500.00**

**PER CORNER MARKER
(IF REQUESTED):** **\$250.00**

Site Access & Traffic Safety

It will be the responsibility and expense of the client to supply Matrix with access to the subject and adjoining properties and/or permits along with traffic safety control if required by any State, County, local authority, or City of Jersey City. This will also include the additional cost for safety personnel and/or police presence. No work will be performed outside the limits of the subject property boundary if the above-mentioned property access, highway access, and/or traffic safety is required and not provided to Matrix. A separate authorization from the client will be requested prior to beginning any field work if traffic safety is required. Any delays to the field or office work, caused by not having proper access to the site or adjoining properties, and/or for traffic safety, the client will then be invoiced in accordance with current Matrix fee schedule.

NOTE: Out-of-pocket expenses (such as certified mailings or application fees) are excluded from all of the above proposal costs.

CLOSING

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

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

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

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

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory

agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

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

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

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope or fees as indicated at (973) 845-1954 or via email to fbarlowski@matrixnewworld.com.

Sincerely,



Frank J. Barlowski, PLS
Director of Survey Operations
New Jersey License No. 24GS03973500

FJB:lb

Enclosures: Matrix Terms and Conditions & Fee Schedule, Corner Marker Waiver Package

ACCEPTED BY

NAME:

Signature

Print Name

TITLE:

COMPANY:

DATE:

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

M:\Matrix LDS\Proposals\Proposals\Jersey City Redevelopment Agency\21-171 - 185 Dwight Street - Jersey City\Proposal.docx

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

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

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

Section 2: COMPENSATION

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

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

Section 3: CLIENT'S OBLIGATIONS

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

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

Section 4: INVOICE PROCEDURE AND PAYMENT

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

Section 5: OWNERSHIP OF DOCUMENTS

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

Section 6: CONFIDENTIALITY

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

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

Section 7: BURIED UTILITIES

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

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

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

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

Section 9: STANDARD OF CARE

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

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

Section 10: INDEPENDENT CONTRACTOR

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

Section 11: JOBSITE HEALTH AND SAFETY

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

Section 12: INSURANCE

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

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

Section 13: INDEMNITY

A. Matrix

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

B. CLIENT

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

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

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

Section 15: PROJECT DELAYS

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

Section 16: ASSIGNMENT

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

Section 17: THIRD PARTY EXCLUSION

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

Section 18: SEVERABILITY

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

Section 19: TERMINATION

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

Section 20: GOVERNING LAW

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

2021 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$230.00
Senior Technical Director	\$200.00
Senior Project Manager	\$190.00
Technical Director	\$180.00
Senior Technical Manager	\$170.00
Project Manager	\$160.00
Senior Project Professional	\$155.00
Project Professional	\$150.00
Senior Project Specialist	\$145.00
Project Specialist	\$140.00
Senior Technical Professional	\$130.00
One-Man Robotic Crew	\$125.00
Senior Technical Specialist	\$115.00
Technical Specialist	\$105.00
Senior Data/Field Specialist	\$100.00
Second Survey Crew Member	\$100.00
Data/Field Specialist	\$90.00
Senior Technical Assistant	\$85.00
Technical Assistant	\$80.00
Junior Technical Assistant	\$75.00
Junior Data/Field Technician	\$70.00
Data Entry Specialist	\$60.00

2021 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$250.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

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

MATRIXNEWORLD

Engineering Progress

MEMORANDUM

TO: Ultimate User, Owner of Property
FROM: Matrix Survey Department
SUBJECT: Waiver and Direction Not to Set Corner Markers

As a Professional License Land Surveyor for the State of New Jersey it is our responsibility, by law, to advise the "Ultimate User" (the contract purchaser of the property; if no purchaser exists the ultimate user is the owner of the property) of the impact of signing the corner marker waiver.

Such advice shall include, but not limited, to the following:

- The possible need for a future survey as a result of physical improvements to the property
- The potential inability of the ultimate user to identify the boundary of property

Attached to this Memo is a copy of the requirements set forth in N.J.A.C. 13:40-5.1(d) and 5.2 concerning the waiver of the setting of corner markers for your review. If you have any questions regarding these requirements please do not hesitate to contact Matrix New World Engineering (Matrix) and speak with a Professional Land Surveyor.

Also attached is the "Waiver and Direction Not to Set Corner Markers" form (**last page**) to be completed and **signed by the ultimate user and witness**, if the corner markers are **NOT TO BE SET**. After the completion of final construction and grading to the subject property, if you decide that you would like to have the corner markers set, you will need to sign the Proposal that accompanies these forms.

Attachments

WAIVER AND DIRECTION NOT TO SET CORNER MARKERS

TO: Matrix New World Engineering
442 State Route 35, 2nd Floor
Eatontown, NJ 07724

Tel: (732) 588-2999
Fax: (973) 240-1818

FROM: _____
Name, address, and telephone number of the Ultimate User

RE: _____
Property (lot and block numbers, municipality, or other identifier)

This is to advise that I have been made aware of my right to have corner markers set as part of a survey to be performed on the aforementioned property. In addition, I have been made aware of the potential impact of signing the waiver including: (1) The possible need for a future survey as a result of physical improvements to the property, such as a fence, addition, deck, pool, or shed, and (2) The potential inability of the ultimate user to identify the actual boundary of the property which could result in a boundary dispute with an adjoining property owner and/or property improvements not accurately situated on my property. The right to have corner markers set is hereby waived, and you are directed to perform the land survey without the setting of corner markers as provided by the regulation (N.J.A.C. 13:40-5.2) of the State Board of Professional Engineers and Land Surveyors.

Ultimate User's Signature

Date: _____

Witness' Signature

Date: _____

Name of Witness (Typed or Printed)

Address of Witness (Typed or Printed)

I hereby certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;
2. Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and
3. Performed a physical measurement of the property.

New Jersey Licensed Land Surveyor

Date: _____

NJSPLS GOOD POINTS Fax Update

***** REGULATORY ALERT *****

September 8, 2005

Please be advised that the New Jersey State Board of Professional Engineers and Land Surveyors has adopted the following regulation, effective September 6, 2005:

**Corner Marker Adopted Amendments: NJAC 13:40-3.1 and 5.1
Adopted New Rule: NJAC 13:40-5.2
Effective Date: September 6, 2005**

Full text of the adoption follows:

13:40-3.1 Enumeration of prohibited acts

(a) Misconduct in the practice of professional engineering or land surveying shall include, without limitation:

1.-13. (No change.)

14. Failure to comply with the requirements set forth in N.J.A.C. 13:40- 5.1(d) and 5.2 concerning the waiver of the setting of corner markers.

13:40-5.1 Land surveyors; preparation of land surveys; setting of corner markers

(a)-(c) (No change.)

(d) Appropriate corner markers, such as stakes, iron pipes, cut crosses, monuments, and such other markers as may be authorized by (d)2 below, shall be set either by the licensed land surveyor or under the supervision of the licensed land surveyor. Such markers shall be set at each property corner not previously marked by a property marker, unless the actual corner is not accessible, or unless a written waiver signed by the ultimate user and witnessed by a person other than a land surveyor is obtained as set forth in N.J.A.C. 13:40-5.2. The failure to obtain a waiver when corner markers are not set shall be considered professional misconduct. Any violation of this subsection shall subject the licensee to a penalty of not more than \$2,500 for each violation.

1.-10. (No change.)

(e)-(n) (No change.)

13:40-5.2 Waiver of corner markers

(a) For purposes of this section, "ultimate user" means the contract purchaser of the property. If no purchaser exists, the ultimate user is the owner of the property. In cases where there

are multiple ultimate users of the property being surveyed, only one ultimate user is required to sign the waiver.

(b) Whenever the setting of corner markers is waived by the ultimate user, the land surveyor shall:

1. Advise the ultimate user in writing as set forth in (c) below of the impact of signing the corner marker waiver. Such advice shall include, but not be limited to:

I. The possible need for a future survey as a result of physical improvements to the property; and

II. The potential inability of the ultimate user to identify the boundary of the property;

2. Review the waiver to ensure that it is properly signed by the ultimate user and witnessed by a person other than a land surveyor; and

3. Perform a physical measurement of the property.

(c) The corner marker waiver shall be in the following form:

WAIVER AND DIRECTION NOT TO SET CORNER MARKERS

TO: _____
(Name, address and telephone number of the Land Surveyor)
FROM: _____
(Name, address and telephone number of the Ultimate User)
Re: _____
Property (Lot and block number, municipality or other identifier)

THIS IS TO ADVISE THAT I HAVE BEEN MADE AWARE OF MY RIGHT TO HAVE CORNER MARKERS SET AS PART OF A SURVEY TO BE PERFORMED ON THE AFOREMENTIONED PROPERTY. IN ADDITION, I HAVE BEEN MADE AWARE OF THE POTENTIAL IMPACT OF SIGNING THE WAIVER INCLUDING: (1) THE POSSIBLE NEED FOR A FUTURE SURVEY AS A RESULT OF PHYSICAL IMPROVEMENTS TO THE PROPERTY, SUCH AS A FENCE, ADDITION, DECK, POOL, OR SHED, AND (2) THE POTENTIAL INABILITY OF THE ULTIMATE USER TO IDENTIFY THE ACTUAL BOUNDARY OF THE PROPERTY. I HAVE BEEN ADVISED THAT I MAY HAVE A DISPUTE WITH AN ADJOINING PROPERTY OWNER AND/OR PROPERTY IMPROVEMENTS NOT ACCURATELY LOCATED ON MY PROPERTY. THE RIGHT TO HAVE CORNER MARKERS SET IS HEREBY WAIVED, AND YOU ARE DIRECTED TO PERFORM THE LAND SURVEY WITHOUT THE SETTING OF CORNER MARKERS AS PROVIDED BY THE REGULATION (N.J.A.C. 13:40-5.2) OF THE STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

Ultimate User's Signature _____

Date: _____

Witness' Signature _____

Date: _____

Name of Witness (Typed or Printed) _____

Address of Witness (Typed or Printed) _____

I hereby certify that I have:

1. Advised the ultimate user of the impact of signing the corner marker waiver, which shall include, but not be limited to, the possible need for a future survey as a result of physical improvements to the property and the potential inability of the ultimate user to identify the actual boundary of the property;

2. Reviewed the waiver to ensure that it was properly signed by the ultimate user and witnessed by a person other than a land surveyor; and

3. Performed a physical measurement of the property.

New Jersey Licensee Land Surveyor

SAMPLE - FOR

Date: _____

(d) Whenever a written waiver to omit corner markers is obtained, the following notation shall be included on the plat or plan of survey: "A written Waiver and Direction Not to Set Corner Markers has been obtained from the ultimate user pursuant to P.L. 2003, c.14 (N.J.S.A. 45:8-36.3) and N.J.A.C. 17:27(b)(3)".

INFORMATIONAL

(e) The licensee shall maintain the signed corner marker waiver for a minimum of six years.

(f) The licensee shall submit documentation of any waiver to the Board upon its request.

(g) The Board may review the records of licensees periodically to determine compliance with this section.

PURPOSES ONLY

(h) Failure to comply with the provisions of this section shall be deemed professional misconduct. Any violation of the provisions of (d) or (e) above shall subject the licensee to a penalty of not more than \$2,500 per violation.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AWARDDING A
CONTRACT TO PRESTIGE ENVIRONMENTAL, INC. FOR A
PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORT IN
CONNECTION WITH PROPERTY LOCATED AT 287 PINE
STREET, BLOCK 19002, LOT 7 WITHIN THE MORRIS CANAL
REDEVELOPMENT AREA**

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

WHEREAS, the Morris Canal Redevelopment Area, which was designated by the City pursuant to the Redevelopment Law, is subject to the Morris Canal Redevelopment Plan, as subsequently amended, which was enacted by the City in accordance with the Redevelopment Law; and

WHEREAS, the lands and premises located at Block 19002, Lot 7 on the tax maps of the City, commonly known as 287 Pine Street (the "**Property**"), is located within the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, pursuant to *N.J.S.A. 40A:12A-8(b)* and *N.J.S.A. 40A:12A-22(i)*, the Agency has determined to acquire the Property; and

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

WHEREAS, the Agency desires to obtain a Phase I Environmental Site Assessment Report to determine previous use of the land and assess the environmental condition of the Property as part of its due diligence process with respect to its acquisition of the Property; and

WHEREAS, Prestige Environmental, Inc. ("**Prestige**") submitted a proposal to the Agency dated March 22, 2021 (the "**Proposal**"), to perform a Phase I Environmental Site Assessment Report for the Property; and

WHEREAS, Prestige possesses the skills and expertise to perform and complete the Phase I Environmental Site Assessment Report; and

WHEREAS, the Agency desires to enter into a professional services contract with Prestige (the "**Contract**") to perform the Phase I Environmental Site Assessment Report as outlined in the Proposal for a total amount not to exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00) to be paid in accordance with the rates set forth in the Proposal; and

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

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the professional environmental services required to perform the Phase I Environmental Site Assessment Report are professional services exempt from public bidding; and

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

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

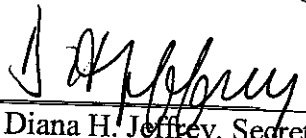
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Prestige to perform and complete the Phase I Environmental Site Assessment Report for a term to expire upon completion of the Phase I Environmental Site Assessment Report and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 20, 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 22, 2021

Mr. Phillip A. Orphanidis
Real Estate Officer
Jersey City Redevelopment Agency
66 York Street
Jersey City, NJ 07302
T. (201) 761-0819
PhilO@icnj.org

Re: Proposal for Phase I
Environmental Site Assessment
287 Pine Street (Block: 19002, Lot: 7)
Jersey City, New Jersey

Dear Mr. Orphanidis:

Prestige Environmental, Inc. is pleased to present this proposal to perform Phase I Environmental Assessments ("Phase I ESA") for the above-referenced property located at 287 Pine Street (Block: 19002, Lot: 7), Jersey City, New Jersey.

The Phase I ESA will be performed in accordance with the American Society for Testing and Materials Standard (ASTM: E-1527-2013) "*Standard Practice for Environmental Site Assessments*", for the purpose of assessing the environmental condition of the property, and to identify Recognized Environmental Conditions ("RECs") associated with the site. The Scope of Work and Procedures is attached as **Appendix A**.

Prestige Environmental proposes to provide the services described herein for a fixed fee of \$2,250.⁰⁰. We thank you for the opportunity to provides services and look forward to assisting you with this transaction. Please contact us if you have any questions or need additional information.

Very truly yours,
Prestige Environmental, Inc.



Kayleigh Feder
Project Coordinator
kayleigh@prestige-environmental.com

APPENDIX A

In accordance with the All Appropriate Inquiry ("AAI") Rule (effective November 1, 2006), developed by the Environmental Protection Agency (EPA), ASTM has updated its due diligence standard to E1527-05 in order to meet the AAI standards. In light of the AAI rule, this ESA will be conducted in accordance with the ASTM E1527-13 "Standard Practice for Environmental Site Assessments", for the purpose of assessing the environmental condition of the property, and to identify Recognized Environmental Conditions ("RECs") associated with the site.

RECs are identified as: "The presence or likely presence of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include de minimis conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies."

Scope of Services - Environmental Site Assessment

Our Scope of Services will be to visually assess the current condition of the parcel and surrounding properties; and to compile information that is readily available from the User as well as Federal, State and local records related to environmental issues. On completion of the Scope of Services, a written report in compliance with the above standards will be produced. This Scope is further detailed below.

Procedure

The Phase I ESA will be conducted or directly supervised by a Project Manager who meets the requirements of an Environmental Professional as defined by ASTM Standard E-1527-2013.

Site Inspection

Prestige Environmental, Inc. will conduct a visual inspection of the site for the purpose of identifying RECs as defined above. Of particular concern will be the identification of hazardous and potentially hazardous substances, areas where hazardous materials may be or may have been used, stored or disposed of on site, USTs, potential PCB containing equipment. Our investigation will include observations of existing properties contiguous to the property that is the subject of this Scope of Services. Our observations will be made from the site or surrounding public lands and will focus on identifying the present use of the surrounding properties as well as the potential for contamination to be present on them. We will not seek right of entry to those adjoining private properties unless authorized.

In accordance with the standards applicable to this inspection Prestige Environmental, Inc. will;

- Perform a walk-through visual observation of the interior and exterior areas of the site that are readily accessible;
- Interview available persons (*i.e.* the user, the owner, key site contact, management, tenants, and 3rd party individuals) familiar with the particular project as well as history of the site;
- Photograph areas of the site and adjoining properties; and
- Review available plans, permits and certificates provided by the user or key site contact to assist us in fulfilling the assignments objectives.

Historical Research

Prestige Environmental, Inc. will review historical documents which are reasonably ascertainable pursuant to the ASTM E 1527-13 standards in order to develop a history of the previous uses of the site to help identify the likelihood of past uses having led to RECs/AOCs being associated with the property. If this search is inconclusive due to data failure or data gaps these will be identified and discussed.

Prestige Environmental, Inc. will also review local government records including those of the local fire, health and building departments to evaluate if there are records relating to environmental or health issues on file. If pertinent records are present, we will attempt to review and/or obtain copies of such records. Unless specifically requested on the authorization form, this scope of work does not include an independent Title Records Search or an independent review of Environmental Liens and Activity or Use Limitations associated with the site.

In addition, Prestige Environmental, Inc. will obtain and review an environmental database search report of Federal, State and local government regulatory records to evaluate if the site or any properties within the search distances set forth in the ASTM standard have been cited as having environmental concerns that could present a Recognized Environmental Condition to the subject site.

Prestige Environmental, Inc. will also conduct a review of the following historical resources to the extent available and/or provided by the client for the site to document diligent inquiry:

- Sanborn® Fire Insurance Maps
- McRea's Industrial Directory Search
- Historical Aerial Imagery
- Site Plans and Facility As-Built Drawings (if provided by client)
- Industrial/City Directory Reviews
- Title and Deed (if provided by client)
- Federal, State, County, and Local Government Files (excluding personal visits)

We will also review other information, if provided, and will assess the site history including previous operations and ownership.

Phase I ESA Proposal
287 Pine Street
Jersey City, New Jersey
March 22, 2021

Report

On completion of the investigative portion of this assessment, Prestige Environmental, Inc. will prepare a Phase I ESA Report for the site in accordance with the above-referenced standards documenting the activities conducted and including copies of records obtained. Our report will include an assessment of our findings, opinions, conclusions and recommendations for identified REC's.

Schedule

The Phase I ESA will be initiated upon acceptance of this proposal. A Site visit will be scheduled within one week. An initial summary report with a list of RECs and recommendations will be provided within two weeks after the site visit. If additional investigation is not required, the Phase I ESA report will be completed within two weeks. Please note that outstanding information, such as agency responses, may be received at a later date and will be submitted as an addendum to the report. Prestige Environmental, Inc. will deliver an electronic copy of the Phase I ESA Report. If requested, the report will be delivered on a compact disc (CD).

Fee

Our charges include all costs associated with the project. It does not include collection of soil and groundwater samples for laboratory analysis or site remediation. Prestige Environmental, Inc. will remain flexible in working with the Redevelopment Agency, if changes to the scope of work and budget are deemed necessary to complete the project. However, we would outline these variations in writing and obtain approvals before completing any additional services.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE
DESIGNATION OF WEST SIDE STATION LLC AS THE
REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 21802,
LOTS 1-8 AND 29-33, COMMONLY KNOWN AS 359-367 WEST
SIDE AVENUE, 371 WEST SIDE AVENUE, 312 GRANT AVENUE,
322 GRANT AVENUE, 28 POLLOCK AVENUE, 48 POLLOCK
AVENUE, 54-70 POLLOCK AVENUE AND 42 MALLORY
AVENUE LOCATED WITHIN THE WATER STREET
REDEVELOPMENT AREA**

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

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

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

WHEREAS, certain parcels identified on the City's tax maps as Block 21802, Lots 1-8 and Lots 29-33, commonly known as 359-367 West Side Avenue, 371 West Side Avenue, 312 Grant Avenue, 322 Grant Avenue, 28 Pollock Avenue, 48 Pollock Avenue, 54-70 Pollock Avenue and 42 Mallory Avenue (collectively, the "**Property**") are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on October 20, 2020, the Board of Commissioners of the Agency adopted Resolution No. 20-10-23 conditionally designating West Side Station LLC (the "**Redeveloper**") as redeveloper of the Property, which designation is set to expire on April 30, 2021; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until October 31, 2021, which expiration date may be extended by the Executive Director in her sole discretion for up to two (2) additional periods of thirty (30) days each, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement,

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

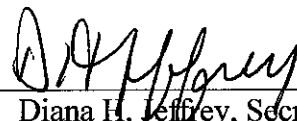
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until October 31, 2021, which expiration date may be extended by the Executive Director in her sole discretion for up to two (2) additional periods of thirty (30) days each, to allow the Agency and Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 20, 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 AUTHORIZING A
FIRST AMENDMENT TO CONTRACT NO. 21-01-PO1 WITH
SILAGY CONTRACTING, LLC FOR SALTING AND SNOW
REMOVAL SERVICES AT AGENCY-OWNED PROPERTIES
WITHIN VARIOUS REDEVELOPMENT AREAS**

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

WHEREAS, in order to maintain its properties, from time to time the Agency requires salting and snow removal services, including but not limited to salting sidewalks, clearing walkways, plowing, and all other related services that the Agency deems necessary or desirable in connection with snow and cold weather events (the "**Salting and Snow Removal Services**"); and

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

WHEREAS, by Resolution No. 21-01-22, adopted January 19, 2021, the Agency awarded Silagy Contracting, LLC ("**Silagy**") a contract to perform Salting and Snow Removal Services for an amount not to exceed \$37,500.00 for a period commencing on November 11, 2020 and expiring on September 30, 2021 (the "**Contract**") at various Agency-owned properties, as further described in the Contract; and

WHEREAS, from January 31, 2021 to February 22, 2021, the City experienced unpredicted snow events which required the performance of Salting and Snow Removal Services as further described in the invoices submitted by Silagy for work performed during such period, copies of which are on file with the Agency (the "**Silagy Invoices**"); and

WHEREAS, the funds allotted under the Contract have been expended, and together with the outstanding Silagy Invoices, exceed the previously authorized amount; and

WHEREAS, the Agency desires to increase the Contract amount by \$47,365.00, which, together with the initial authorized Contract amount of \$37,500.00, totals an amount not to exceed \$84,865.00, which amount is in excess of the Agency's bid threshold of \$44,000.00; and

WHEREAS, pursuant to the LPCL, the Agency has issued bid specifications to solicit bids for the Salting and Snow Removal Services; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-15*, the Agency desires to temporarily amend the Contract pending solicitation of bids for Salting and Snow Removal Services in accordance with the LPCL and award of contract(s) in connection therewith; and

WHEREAS, the Agency desires to memorialize same in a first amendment to the Contract; and

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

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

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

Section 2. Pursuant to *N.J.S.A. 40A:11-15*, the Board of Commissioners hereby approves the temporary amendment of the Contract pending solicitation of bids and award of contract(s) for the Salting and Snow Removal Services.

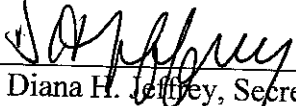
Section 3. The Board of Commissioners hereby authorizes an increase of the Contract amount for Salting and Snow Removal Services performed from January 31, 2021 to February 22, 2021 to an amount not to exceed Eighty-Four Thousand Eight Hundred and Sixty-Five Dollars (\$84,865.00), which shall be payable at the rates set forth in the Silagy Invoices and the Contract.

Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the amendment authorized herein, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency, in consultation with counsel.

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

Section 6. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 20, 2021.


Diana H. Jeffrey, Secretary

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

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

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

WHEREAS, in order to maintain its properties, from time to time the Agency requires salting and snow removal services, including but not limited to salting sidewalks, clearing walkways, plowing, and all other related services that the Agency deems necessary or desirable in connection with snow and cold weather events (the "Salting and Snow Removal Services"); and

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

WHEREAS, based on previous contract awards for the Salting and Snow Removal Services, the aggregate total cost to obtain the Salting and Snow Removal Services for the term established herein is anticipated to be less than the LPCL bid threshold of \$44,000; and

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Board of Commissioners hereby approves the Silagy Invoices for Salting and Snow Removal Services performed in December 2020 and awards a contract for Salting and Snow Removal Services to Silagy for an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), based on the terms and conditions of the Agency's form agreement and payable at the rates set forth in the Silagy Quote for a term commencing retroactively on November 11, 2020 and expiring on September 30, 2021.

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

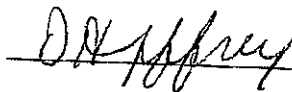
Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contracts awarded herein,

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

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

Section 6. This Resolution shall take effect immediately.

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



Diana H. Jeffrey, Secretary

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

SCHEDULE A
SILAGY PROPERTY LIST

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

SCHEDULE B
PATON PROPERTY LIST

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE AGENCY, THE CITY OF JERSEY CITY, AND JASON SILVERGLATE FOR PROPERTY LOCATED AT 182 HANCOCK AVENUE IDENTIFIED ON THE CITY TAX MAP AS BLOCK 2205, LOT 20

WHEREAS, 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"), authorize municipalities to designate a "public officer" to identify abandoned property (as such term is defined within these statutes) within their borders and to place such property on an abandoned property list pursuant to the procedures contained therein; and

WHEREAS, in furtherance of these statutory powers, the Municipal Council of the City of Jersey City adopted Ordinance 06-135 authorizing a designated public officer to identify abandoned property within the City and to place such property on an abandoned property list; and

WHEREAS, the City of Jersey City (the "City") has designated the City's Director of Housing Code Enforcement as the public officer under the NJURA and the APRA; and

WHEREAS, pursuant to that authorization, the City's Director of Housing Code Enforcement identified and placed certain abandoned property on the City's abandoned property list in accordance with the procedures set forth within Ordinance 06-135, the NJURA, and the APRA, including the property owned by Jason Silvergate ("Silvergate") located at 182 Hancock Avenue in Jersey City identified on the City tax map as Block 2205, Lot 20 (the "Property"); and

WHEREAS, Silvergate filed an administrative appeal with the City challenging the placement of his Property on the City's abandoned property list; and

WHEREAS, the City held a hearing on Silvergate's administrative appeal on November 6, 2020; and

WHEREAS, after considering the evidence presented through the administrative appeal, the City issued a letter to Silvergate on November 16, 2020 denying his administrative appeal and indicating that the Property will remain on the City's abandoned property list; and

WHEREAS, Silvergate thereafter filed a lawsuit entitled Jason Silvergate v. City of Jersey City, et als, Docket No. HUD-L-004501-20 (the "Litigation") challenging the City's determination on his administrative appeal and contending that his Property

does not qualify as an abandoned property under the NJURA and the APRA; and

WHEREAS, the Jersey City Redevelopment Agency (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, the Agency has entered into a shared services agreement with the City providing, among other things, that the Agency will assist the City with the City's abandoned property program and will contract with redevelopers to effectuate the rehabilitation of properties that are included on the City's abandoned property list; and

WHEREAS, in that capacity, representatives of the Agency participated in the hearing on Silverglate's administrative appeal; and

WHEREAS, Silverglate named both the City and the Agency as defendants in the Litigation; and

WHEREAS, Silverglate has offered to dismiss the Litigation if the City and the Agency provide him with an opportunity to redevelop the Property within time frames acceptable to these entities; and

WHEREAS, the Agency is willing to forbear from exercising any of its powers under the NJURA and the APRA with regard to the Property, including but not limited to entering into a contract with another person or entity for that person or entity to rehabilitate the Property or taking any actions to acquire title to the Property through eminent domain, so long as Silverglate dismisses the Litigation and agrees to certain redevelopment obligations with regard to the rehabilitation of the Property; and

WHEREAS, the City, the Agency, and Silverglate have negotiated a settlement agreement to memorialize the terms of their resolution of the Litigation and of the rehabilitation of the Property (the "Settlement Agreement"); and

WHEREAS, the Board wishes to adopt this resolution to approve the Settlement Agreement in substantially the form attached hereto and to authorize its execution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Settlement Agreement between the Agency, the City of Jersey City, and Jason Silverglate for the resolution of the Litigation and the rehabilitation of the Property in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Settlement Agreement with the Assignee 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 Settlement Agreement to the Agency's redevelopment counsel, David A. Clark,, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 for distribution to counsel for the City of Jersey City and Jason Silvergate.

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

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 April 20, 2021.



SECRETARY

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ADOPTING STANDARDS AND PROTOCOLS FOR THE CONDUCT OF PUBLIC MEETINGS DURING DECLARED PUBLIC HEALTH OR SIMILAR EMERGENCIES, AND PUBLIC PARTICIPATION THEREIN

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

WHEREAS, pursuant to both Local Finance Notice 2020-21 promulgated and issued by the Division of Local Government Services within the New Jersey Department of Community Affairs (hereafter "**LFN 2020-21**"), and pursuant to regulations promulgated and amended from time to time at *N.J.A.C. 5:39-1.1 et seq.* pertaining to Emergency Remote Meeting Protocol for Local Public Bodies (collectively the "**Regulations**"), the Division of Local Government Services has provided direction to local public bodies, such as the Agency, respecting the conduct of public meetings during periods of declared public health or similar emergencies, such as those surrounding the COVID-19 pandemic, including the participation of the public therein; and

WHEREAS, consistent with LFN 2020-21 and the Regulations, including without limit *N.J.A.C. 5:39-1.4*, the Agency is desirous of adopting this Resolution establishing standards and protocols pertaining to the conduct of remote public meetings, including public participation in remote public meetings, of the Board of Commissioners during times of public health or similar emergencies, all as set forth within this Resolution,

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

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

Section 2. The Agency hereby authorizes the following standards and protocols be and hereby are implemented with respect to the remote conduct of public meetings, including remote participation in public meetings of the Board of Commissioners, during any public health or similar declared emergency:

a) To the degree applicable, the provisions of LFN 2020-21 and the Regulations are hereby adopted as applicable to the conduct of remote meetings of the Board of Commissioners, including remote participation therein. Same are incorporated hereby by reference as if set forth at length.

b) When holding a remote public meeting, the Board of Commissioners shall allow members of the general public to make public comment by audio, or by audio and video if the remote public meeting is held over both audio and video, during the public meeting. In advance of the remote public meeting, the Board of Commissioners shall allow public comments to be submitted to the Agency official responsible for creating the meeting agenda by electronic mail

and in written letter form, by a reasonable deadline. The Board of Commissioners shall have the discretion to accept text-based public comment received during a remote public meeting held through an electronic communications platform or Internet-accessible technology.

- c) Public comments submitted before the remote public meeting through electronic mail or by written letter shall be read aloud, and addressed during the remote public meeting in a manner audible to all meeting participants, and the public. Insofar as the Board of Commissioners imposes a reasonable time limit on public comments where permitted by applicable law, the same limits can be placed upon the reading of written comments. Each comment shall be read from the beginning, until the time limit is reached. The Board of Commissioners may pass over duplicate written comments; however, each duplicate comment shall be noted for the record, with the content summarized. If the Board of Commissioners elects to summarize duplicative comments, the commissioners must not summarize certain duplicative comments while reading other duplicative comments individually.
- d) Any presentations or documents that would otherwise be viewed or made available to members of the public physically attending a Board of Commissioners meeting, shall be made visible on a video broadcast of the remote public meeting, or, otherwise made available on the Internet website of the Agency, as applicable. If a document would be made available to individual members of the public in hard copy while physically attending the meeting, the document shall be made available in advance of the meeting for download through an internet link appearing either on the meeting notice, or, near the posting of the meeting notice, both on the website, and at the Agency's offices, respectively.
- e) The procedures and requirements for making public comment, along with an explanation of the audio muting function of the electronic communications platform being used by the Board of Commissioners, shall be announced at the beginning of the remote public meeting. Regulation of conduct by members of the public on a remote public meeting shall be consistent with law and practices followed if a member of the public disrupts an in-person meeting.
- f) The Board of Commissioners shall facilitate a dialogue with the commenter to the extent permitted by the electronic communications technology.
- g) If a member of the public becomes disruptive during a remote public meeting, including during any period for public comment, the person charged with running the remote public meeting shall mute or continue muting, or direct appropriate staff to mute or continue muting, the disruptive member of the public and warn that continued disruption may result in their being prevented from speaking during the remote public meeting, or removed from the remote public meeting. Disruptive conduct includes sustained inappropriate behaviors such as, but not necessarily limited to, shouting, interruption, and use of profanity.
- h) A member of the public who continues to act in a disruptive manner after receiving an initial warning may be muted while other members of the public are allowed to proceed with their questions or comments. If time permits, the disruptive individual shall be allowed to speak after all other members of the public have been given the opportunity to make

comment. Should the person remain disruptive, the individual may be muted or kept on mute for the remainder of the remote public meeting, or removed from the remote public meeting.

Section 3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

Section 4. A copy of this Resolution shall be available for public inspection at the offices of the Agency and on the Agency's website.

Section 5. The Chair, Vice-Chair and all Agency personnel, including without limit the Executive Director, Assistant Executive Director, Chief Administrative Officer and Secretary, be and are hereby authorized and directed to implement the standards and protocols set forth herein with respect to any remote public meeting held during a declared public health or similar emergency.

Section 6. The foregoing shall be implemented as soon as practicable in accordance herewith.

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 April 20, 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 RATIFYING CERTAIN ACTIONS TAKEN BY THE BOARD WITH RESPECT TO POTENTIAL REDEVELOPMENT PROJECTS AND ONGOING AGENCY OPERATIONS

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

WHEREAS, the Board of Commissioners of the Agency previously adopted certain resolutions relating to potential redevelopment projects within the City and ongoing Agency operations, as set forth in Schedule A (the "**Prior Actions**"), at meetings held on October 20, November 10, and December 15, 2020 and on January 19 and March 16, 2021; and

WHEREAS, although electronic notice of the meetings was issued, there was robust public participation at such meetings, and approval of the Prior Actions was required due to imminent time constraints, for the avoidance of doubt the Agency is desirous of ratifying the Prior Actions,

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

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


Section 2. Each and all of the Prior Actions enumerated herein are hereby ratified and affirmed.

Section 3. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of April 20, 2021.


Diana H. Jeffrey, Secretary

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

SCHEDULE A
PRIOR ACTIONS

The following Prior Actions are listed by "Item" number as shown on the agenda for such meeting:

- March 16, 2021
- 6 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING CONTRACT NO. 20-12-MPN8 TO JOSEPH M. SANZARI, INC. FOR THE PHASE 1A SURCHARGE PROGRAM WITHIN THE BAYFRONT I REDEVELOPMENT AREA
 - 7 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
 - 8 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
 - 9 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
 - 12 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
 - 14 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
 - 15 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 SCATTER SITE REDEVELOPMENT AREA
 - 18 Approval of Accounts/Invoice Payable List as of March 16, 2021
 - 19 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
 - 20 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
-

January
19, 2021

- 3 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO REAUTHORIZED PROFESSIONAL SERVICES CONTRACT NO. 19-12-MPN18 WITH MATRIX NEW WORLD, ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA
- 4 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RAFA REALTY, LLC AS THE REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 9802, LOT 35.01, COMMONLY KNOWN AS 387 EIGHTH STREET, LOCATED WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2
- 5 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 400 7TH STREET, LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 9801, LOTS 14 AND 15, COMMONLY KNOWN AS 400-402 7TH STREET WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2
- 6 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CONTRACT NO. 21-01-MPN1 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. FOR ENVIRONMENTAL SERVICES WITH RESPECT TO PROPERTY LOCATED AT BLOCK 26102 WITHIN THE DROVERS POINT REDEVELOPMENT AREA
- 7 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF OWNERSHIP INTERESTS IN AQ LIBERTY LLC IN CONNECTION WITH THE REFINANCING OF CERTAIN REDEVELOPMENT PROJECTS UNDERTAKEN BY JOHNSTON VIEW OWNER URBAN RENEWAL COMPANY, LLC, AETNA MONMOUTH URBAN RENEWAL LLC AND 8 AETNA LLC ON PROPERTIES FORMERLY KNOWN AS BLOCK 15801, LOTS 3.01, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79 AND 80 LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA
- 9 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A RIGHT OF ENTRY AGREEMENT WITH TAG DEVELOPMENT LLC FOR BLOCK 22605, LOT 1 COMMONLY KNOWN AS 336-340 MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA
- 13 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO REAUTHORIZED CONTRACT NO. 19-08-RN3 WITH BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR ENVIRONMENTAL SERVICES FOR PROPERTY IDENTIFIED AS BLOCK 20001, LOTS 18-22, COMMONLY KNOWN AS 408-420 COMMUNIPAW AVENUE, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- 15 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO GALLAGHER BASSETT TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONNECTION WITH PROPERTY IDENTIFIED AS BLOCK 17301, LOT 10 AND BLOCK 17401, LOT 1, ALSO KNOWN AS SEGMENT 10 (WHITLOCK CORDAGE) OF THE MORRIS CANAL GREENWAY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- 18 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ASSIGNMENT OF THE REDEVELOPMENT AGREEMENT AND TRANSFER OF REDEVELOPMENT RIGHTS FROM 201 NEW YORK AVENUE JC, INC. TO 201 NEW YORK AVENUE IC, LLC FOR THE PROJECT LOCATED AT 201 NEW YORK AVENUE, JERSEY CITY (BLOCK 3805, LOT 19) LOCATED WITHIN THE SCATTER SITE REDEVELOPMENT AREA
- 20 Approval of Personnel List as of January 19, 2021
- 21 Approval of Accounts/Invoice Payable List as of January 19, 2021

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

- December 15, 2020 3 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR ENVIRONMENTAL GRANT AND SUPPORT SERVICES IN ALL PROJECT AREAS

- 10 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING AN OFFER PRICE AND AUTHORIZING ACQUISITION OF THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1, COMMONLY KNOWN AS 125 MONITOR STREET, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

- 12 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO HYDROTECHNOLOGY CONSULTANTS, INC. FOR ENVIRONMENTAL INVESTIGATION SERVICES AT CERTAIN PROPERTY IDENTIFIED AS BLOCK 25101, LOT 6, COMMONLY KNOWN AS 199 STEGMAN STREET, WITHIN THE TURNKEY REDEVELOPMENT AREA

- 14 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING THE WITHIN LAW FIRMS AND AUTHORIZING THE AWARD OF SPECIAL LEGAL CONTRACTS WITH APRUZZESE, McDERMOTT, MASTRO & MURPHY, P.C.; ARCHER & GREINER, PC; CASTANO QUIGLEY, LLC; ERIC M. BERNSTEIN & ASSOCIATES, LLC; FLORIO KENNY RAVAL, LLP; GLUCK WALRATH, LLP; KINNEY, LISOVICZ, REILLY & WOLFF PC; LAW OFFICES OF WANDA CHIN MONAHAN LLC; AND McMANIMON, SCOTLAND & BAUMANN, LLC TO PROVIDE PROFESSIONAL LEGAL SERVICES

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

- 16 Approval of Accounts/Invoice Payable List as of December 15, 2020

- November 10, 2020 5 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SHARED SERVICES AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES CONSOLIDATION ACT, N.J.S.A. 40A:65-1 ET SEQ., WITH THE CITY OF JERSEY CITY FOR DEMOLITION SERVICES IN ALL REDEVELOPMENT AREAS

- 7 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE TERM OF THE LICENSE AGREEMENT WITH PAWS AND TAILS DOGGY PLAYGROUP, LLC PERTAINING TO PROPERTY LOCATED AT BLOCK 13803, LOTS 1 AND 2 COMMONLY KNOWN AS 34-36 CENTER STREET WITHIN THE BATES STREET REDEVELOPMENT AREA

- 13 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH UNITED WAY OF HUDSON COUNTY FOR PROPERTY MANAGEMENT AND SOCIAL SERVICES AT 665 OCEAN AVENUE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

- 15 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDERS #3, #4 AND #5 WITH ML, INC. FOR VARIOUS SITE IMPROVEMENTS AT BLOCK 18901, LOT 1.01, COMMONLY KNOWN AS BERRY LANE PARK (PAVILION), WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

- 18 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH ENGENUITY INFRASTRUCTURE, LLC FOR ENGINEERING SERVICES AT CERTAIN PROPERTIES IDENTIFIED AS BLOCK 25001, LOT 66, COMMONLY KNOWN AS 204 STEGMAN

STREET, BLOCK 25001, LOT 68.01 COMMONLY KNOWN AS 174-178 MARTIN LUTHER KING JR. DRIVE, AND BLOCK 26406, LOT 16, COMMONLY KNOWN AS 53 MARTIN LUTHER KING JR. DRIVE, LOCATED IN THE JACKSON HILL REDEVELOPMENT AREA

19 Approval of Personnel List as of November 10, 2020

20 Approval of Accounts/Invoice Payable List as of November 10, 2020

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

October
20, 2020

2 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING PROFESSIONALS TO PROVIDE AUDITING SERVICES IN ALL PROJECT AREAS

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

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

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

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

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

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

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

- 16 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE COOPERATION AGREEMENT WITH THE CITY OF JERSEY CITY FOR BERRY LANE PARK, BLOCK 18901, LOT 1.01 WITHIN THE MORRIS CANAL REDEVELOPMENT AREA
- 17 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE DISCHARGE OF TWO A MORTGAGES SATISFIED BY ASH URBAN RENEWAL DEVELOPMENT, LLC IN RELATION TO BLOCK 15502, LOTS 1-12 (N/K/A LOT 1.01) ALSO KNOWN AS 2-16 ASH STREET AND 440-446 WHITON STREET, LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA
- 18 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING MEMBER PARTICIPATION IN THE INTERLOCAL PURCHASING SYSTEM AND AUTHORIZING THE AGENCY TO ENTER INTO A COOPERATIVE PRICING AGREEMENT
- 19 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING CONTRACT NO. 19-11-RN5 WITH GALLAGHER BASSETT TECHNICAL SERVICES, INC. FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY
- 24 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO MILLENNIUM COMMUNICATIONS GROUP, INC. FOR THE PURCHASE AND INSTALLATION OF SECURITY EQUIPMENT FOR BERRY LANE PARK, BLOCK 18901, LOT 1.01, LOCATED IN THE MORRIS CANAL REDEVELOPMENT AREA
- 25 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY INTRODUCING THE FISCAL YEAR JANUARY 1, 2021 TO DECEMBER 31, 2021 ANNUAL BUDGET AND CAPITAL BUDGET
- 26 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ADOPTING A CASH MANAGEMENT PLAN
- 27 RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING SCHEDULE OF FEES FOR FINANCES
- 28 Approval of Accounts/Invoice Payable List as of October 20, 2020

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF APRIL 20, 2021

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of April 20, 2021

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of April 20, 2021 be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated April 20, 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
ACCOUNTS/INVOICES PAYABLE LIST AS OF
APRIL 20, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of April 20, 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 April 20, 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 April 20, 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
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES I	4/20/2021	3/19/2021	March 2021	Scaffold Services at 84 Sip Avenue	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$1,200.00	\$0.00		\$1,200.00
				1 invoice(s) listed.				
AFLAC								
AFLAC	4/20/2021	4/1/2021	April 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.				
ALARM & COMMUNICATION TECHNOLOGIES								
ALARM & COMMUNICATION TECH	4/20/2021	4/1/2021	438-166391	Annual Renew- Fire Alarm Monitoring 6/4/2	\$948.00	\$0.00		\$948.00
				Totals for ALARM & COMMUNICATION TECHNOLOGIES:	\$948.00	\$0.00		\$948.00
				1 invoice(s) listed.				
ALLSTELL INC.								
ALLSTELL INC.	4/20/2021	4/16/2021	9245	Optimize Workstations and Furniture Additio	\$31,665.33	\$0.00		\$31,665.33
				Totals for ALLSTELL INC.:	\$31,665.33	\$0.00		\$31,665.33
				1 invoice(s) listed.				
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	4/20/2021	3/31/2021	5228	Environmental Support Services for Grand Je	\$3,112.50	\$0.00		\$3,112.50
BROWNFIELD REDEVELOPMENT S	4/20/2021	3/31/2021	5229	Oversight & Mgmt Services for EPA Haz. Su	\$520.00	\$0.00		\$520.00
BROWNFIELD REDEVELOPMENT S	4/20/2021	3/31/2021	5230	Oversight & Mgmt Services for EPA Petro. A	\$370.00	\$0.00		\$370.00
BROWNFIELD REDEVELOPMENT S	4/20/2021	3/31/2021	5231	Oversight & Mgmt Services for EPA Revolutin	\$240.00	\$0.00		\$240.00
BROWNFIELD REDEVELOPMENT S	4/20/2021	3/31/2021	5144	Environmental Assessment- 408-420 Commur	\$8,757.79	\$0.00		\$8,757.79
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$13,000.29	\$0.00		\$13,000.29
				5 invoice(s) listed.				
CASH								
CASH	4/20/2021	4/13/2021	Replenish	Replenishment of Petty Cash	\$337.00	\$0.00		\$337.00
				Totals for CASH:	\$337.00	\$0.00		\$337.00
				1 invoice(s) listed.				
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	4/20/2021	3/24/2021	Expense	Expense Reimbursement - Zoom	\$91.02	\$0.00		\$91.02
				Totals for CHRISTOPHER FIORE:	\$91.02	\$0.00		\$91.02
				1 invoice(s) listed.				
CME ASSOCIATES								

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
CME ASSOCIATES								
CME ASSOCIATES	4/20/2021	2/24/2021	02755809	Engineering Services - Berry Lane Park - Skat	\$810.00	\$0.00		\$810.00
CME ASSOCIATES	4/20/2021	3/11/2021	0276915	Engineering Services - Berry Lane Park - Skat	\$88.50	\$0.00		\$88.50
				Totals for CME ASSOCIATES:	\$898.50	\$0.00		\$898.50
				2 invoice(s) listed.				
COMCAST								
COMCAST	4/20/2021	3/28/2021	354-3345680	66 York St - Business Internet and Cable	\$183.30	\$0.00		\$183.30
COMCAST	4/20/2021	3/16/2021	354-3248876	Internet Service at 665 Ocean Avenue	\$200.80	\$0.00		\$200.80
				Totals for COMCAST:	\$384.10	\$0.00		\$384.10
				2 invoice(s) listed.				
COONEY BOVASSO REALTY ADVISORS								
COONEY BOVASSO REALTY ADVI	4/20/2021	1/1/2021	20-5536	Property Appraisal - 284 MLK Drive	\$4,200.00	\$0.00		\$4,200.00
				Totals for COONEY BOVASSO REALTY ADVISORS:	\$4,200.00	\$0.00		\$4,200.00
				1 invoice(s) listed.				
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	4/20/2021	4/11/2021	April 2021	Maintenance Fee	\$160.32	\$0.00		\$160.32
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$160.32	\$0.00		\$160.32
				1 invoice(s) listed.				
DELTA STORAGE								
DELTA STORAGE	4/20/2021	4/12/2021	May 201	Storage Unit - Size: 10x29, Unit #: 1172	\$828.00	\$0.00		\$828.00
				Totals for DELTA STORAGE:	\$828.00	\$0.00		\$828.00
				1 invoice(s) listed.				
DIANA JEFFREY								
DIANA JEFFREY	4/20/2021	3/24/2021	March 2021	Dental Reimbursement	\$176.00	\$0.00		\$176.00
DIANA JEFFREY	4/20/2021	3/19/2021	March 2021	Dental Reimbursement	\$230.40	\$0.00		\$230.40
				Totals for DIANA JEFFREY:	\$406.40	\$0.00		\$406.40
				2 invoice(s) listed.				
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	4/20/2021	3/19/2021	March 2021	Dental Reimbursement	\$166.00	\$0.00		\$166.00
				Totals for ELIZABETH VASQUEZ:	\$166.00	\$0.00		\$166.00
				1 invoice(s) listed.				
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	4/20/2021	2/28/2021	SI-487	Boundary Survey - Various Locations	\$2,323.69	\$0.00		\$2,323.69

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
FEDERAL EXPRESS								
FEDERAL EXPRESS	4/20/2021	3/29/2021	7-320-20507	Overnight Deliveries	\$87.04	\$0.00		\$87.04
FEDERAL EXPRESS	4/20/2021	4/5/2021	7-328-28862	Overnight Deliveries	\$97.82	\$0.00		\$97.82
FEDERAL EXPRESS	4/20/2021	3/15/2021	7-306-79510	Overnight Deliveries	\$64.21	\$0.00		\$64.21
Totals for FEDERAL EXPRESS: 3 invoice(s) listed.					\$249.07	\$0.00		\$249.07
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60356	Legal Services - 199 Stegman	\$2,410.00	\$0.00		\$2,410.00
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60346	Legal Services - 671 Pallsade Avenue	\$1,155.00	\$0.00		\$1,155.00
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60347	Legal Services - 201 New York Ave.	\$1,347.50	\$0.00		\$1,347.50
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60348	Legal Services - 92-94- Stegman Street	\$1,641.64	\$0.00		\$1,641.64
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60349	Legal Services - 97-99 Dwight Street	\$2,026.64	\$0.00		\$2,026.64
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60350	Legal Services - Bright and Varick Urban Ren	\$262.50	\$0.00		\$262.50
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60351	Legal Services - 454 Pallsade Avenue	\$165.00	\$0.00		\$165.00
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60353	Legal Services - Whitlock Mills	\$27.50	\$0.00		\$27.50
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60354	Legal Services - SciTech Scity	\$75.00	\$0.00		\$75.00
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60355	Legal Services - 182 Hancock	\$4,307.00	\$0.00		\$4,307.00
GLUCK WALRATH LLP	4/20/2021	3/29/2021	60352	Legal Services - 51 Crescent Avenue	\$1,155.00	\$0.00		\$1,155.00
Totals for GLUCK WALRATH LLP: 11 invoice(s) listed.					\$14,572.78	\$0.00		\$14,572.78
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	114285	Recording Fee - Cole Street Park - RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113643	Recording Fee - 241 Clinton Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123689	Recording Fee - 92-94 Stegman	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	111011	Recording Fee - 342 Johnston Ave.	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113647	Recording Fee - 58 Gardner Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113649	Recording Fee - 53 Magnolia Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113655	Recording Fee - 308 Academy Street	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113658	Recording Fee - 227 Clinton Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113663	Recording Fee - 239 Clinton Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113670	Recording Fee - 205 Clinton Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113674	Recording Fee - 360 Central Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113680	Recording Fee - 111 Wilkinson Ave	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113683	Recording Fee - 622 Bramhall Ave.	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	113696	Recording Fee - 1904 Kennedy Blvd	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	4/20/2021	3/25/2021	123694	Recording Fee - 307 Pine St. & 326-328 John	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123622	Recording Fee - Coles Jersey Development & .	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123637	Recording Fee - Coles Jersey Development & .	\$33.00	\$0.00		\$33.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123573	Recording Fee - Emerson Leasing Co & Coles	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123577	Recording Fee - Emerson Leasing Co & Coles	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123588	Recording Fee - Emerson Leasing Co & Coles	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123614	Recording Fee - Emerson Leasing Co & Coles	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123678	Recording Fee - 97-99 Dwight Street	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123825	Recording Fee - One Journal Sq Partners	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	128222	Recording Fee - 15th Grove/St. Lucys	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	126245	Recording Fee- 4 Mercer Street - RDA	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	4/20/2021	3/24/2021	123802	Recording Fee - 367 Tenth Street	\$33.00	\$0.00		\$33.00
Totals for HUDSON COUNTY REGISTER: 26 invoice(s) listed.					\$836.00	\$0.00		\$836.00

JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	4/20/2021	3/15/2021	30306348540000	Water & Sewer - 665 Ocean Ave - 303063485	\$168.51	\$0.00		\$168.51
Totals for JC MUNICIPAL UTILITIES AUTHORITY: 1 invoice(s) listed.					\$168.51	\$0.00		\$168.51

KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLFF	4/20/2021	3/4/2021	20014	Legal Services - Insurance	\$1,645.00	\$0.00		\$1,645.00
KINNEY LISOVICZ REILLY & WOLFF	4/20/2021	3/4/2021	20010	Legal Services- Employment Issues Ending 02	\$315.00	\$0.00		\$315.00
KINNEY LISOVICZ REILLY & WOLFF	4/20/2021	3/4/2021	20013	Legal Services - JCRA v Urban League- Endi	\$1,067.50	\$0.00		\$1,067.50
KINNEY LISOVICZ REILLY & WOLFF	4/20/2021	2/28/2021	20011	Legal Services - JCRA v Crazy Greek- Ending	\$52.50	\$0.00		\$52.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 4 invoice(s) listed.					\$3,080.00	\$0.00		\$3,080.00

LM PLAZA 4A PARKING LLC								
LM PLAZA 4A PARKING LLC	4/20/2021	4/13/2021	May 2021	Monthly Parking No. 1701	\$4,878.32	\$0.00		\$4,878.32
Totals for LM PLAZA 4A PARKING LLC: 1 invoice(s) listed.					\$4,878.32	\$0.00		\$4,878.32

MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178791	Legal Services - 417 Communipaw	\$3,756.95	\$0.00		\$3,756.95
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179911	Legal Services - Ironstate 168 Sip Avenue	\$10,361.00	\$0.00		\$10,361.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178757	Legal Services - Loew's Theater	\$4,795.00	\$0.00		\$4,795.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178758	Legal Services - 125 Monitor Street	\$4,465.23	\$0.00		\$4,465.23
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178759	Legal Services - Argent Venture/Johnson Vie	\$6,293.00	\$0.00		\$6,293.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178760	Legal Services - Johnston Station	\$1,925.00	\$0.00		\$1,925.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178761	Legal Services - 25 Journal Square /Parkside	\$6,437.47	\$0.00		\$6,437.47
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178762	Legal Services - West Campus - Claremont II	\$1,364.00	\$0.00		\$1,364.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178763	Legal Services - Aetna Mommouth matter	\$3,224.00	\$0.00		\$3,224.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178764	Legal Services - Jersey Ave - Starco	\$1,705.00	\$0.00		\$1,705.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178765	Legal Services - 8 Aetna matter	\$3,379.00	\$0.00		\$3,379.00

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178768	Legal Services - Central Ave./ Nandarr	\$1,530.00	\$0.00		\$1,530.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178769	Legal Services - Hampshire	\$2,847.56	\$0.00		\$2,847.56
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178770	Legal Services - One Journal Square- Litigati	\$1,767.14	\$0.00		\$1,767.14
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178771	Legal Services - 30 Journal Square	\$1,707.59	\$0.00		\$1,707.59
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178772	Legal Services - General Counsel	\$9,696.69	\$0.00		\$9,696.69
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178773	Legal Services - Eden Wood Pacific Avenue	\$787.50	\$0.00		\$787.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178774	Legal Services - Coles Street Park	\$744.00	\$0.00		\$744.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178976	Legal Services - Tonnelle Avenue	\$5,332.00	\$0.00		\$5,332.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179899	Legal Services - Loew's Theater	\$2,095.00	\$0.00		\$2,095.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179900	Legal Services - 125 Monitor Street	\$5,655.00	\$0.00		\$5,655.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179901	Legal Services - 25 Journal Square / Paliside	\$5,180.00	\$0.00		\$5,180.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179902	Legal Services - Argent- Monmouth	\$3,120.00	\$0.00		\$3,120.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179903	Legal Services - 8 Aetha matter	\$2,307.50	\$0.00		\$2,307.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179905	Legal Services - Tonnelle Avenue	\$3,737.50	\$0.00		\$3,737.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179906	Legal Services - Nandarr- Homestead	\$10,500.50	\$0.00		\$10,500.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179907	Legal Services - 975 Garfield Avenue	\$4,931.50	\$0.00		\$4,931.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179908	Legal Services - General Counsel	\$8,612.69	\$0.00		\$8,612.69
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179909	Legal Services - 360 9 Street/367 10th	\$4,030.00	\$0.00		\$4,030.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179910	Legal Services - NJCU Block 4	\$2,123.00	\$0.00		\$2,123.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178775	Legal Services - TB Port Liberte	\$1,984.00	\$0.00		\$1,984.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178776	Legal Services - Cole Street Special Assessmei	\$2,941.30	\$0.00		\$2,941.30
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178777	Legal Services - 51 Crescent Avenue	\$1,802.50	\$0.00		\$1,802.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178778	Legal Services - Commercial Street/JCMUA m	\$4,147.50	\$0.00		\$4,147.50
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178780	Legal Services - 4 Mercer Street	\$2,310.00	\$0.00		\$2,310.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178790	Legal Services - 383 8th Street	\$4,433.00	\$0.00		\$4,433.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	178779	Legal Services - Bayfront - Pennrose/Omni	\$5,394.00	\$0.00		\$5,394.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	179912	Legal Services - Bayfront - Pennrose/Omni	\$9,750.00	\$0.00		\$9,750.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	12/28/2020	177485	Legal Services - 25 Christopher Columbus PH	\$3,348.00	\$0.00		\$3,348.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:					\$160,521.12	\$0.00		\$160,521.12
39 invoice(s) listed.								
METLIFE								
METLIFE	4/20/2021	4/1/2021	May 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00		\$450.00
METLIFE	4/20/2021	4/1/2021	May 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00		\$450.00
Totals for METLIFE:					\$900.00	\$0.00		\$900.00
2 invoice(s) listed.								
MOISHE'S MOVING SYSTEMS								
MOISHE'S MOVING SYSTEMS	4/20/2021	4/1/2021	April 2021	Storage at Day St - Rent	\$700.00	\$0.00		\$700.00
Totals for MOISHE'S MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
1 invoice(s) listed.								

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Nay's Cleaning Company LLC	4/20/2021	3/21/2021	46	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	4/20/2021	3/28/2021	47	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	4/20/2021	4/4/2021	48	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	4/20/2021	4/11/2021	49	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	4/20/2021	4/18/2021	50	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Totals for Nay's Cleaning Company LLC:					\$6,750.00	\$0.00		\$6,750.00
5 invoice(s) listed.								
NELSON WESTERBERG, INC								
NELSON WESTERBERG, INC	4/20/2021	3/4/2021	4/24/21	Moving from 66 York St. To Hub	\$7,055.00	\$0.00		\$7,055.00
NELSON WESTERBERG, INC	4/20/2021	3/4/2021	5/1/21	Liquidation - Includes the removal & Disposal	\$8,800.00	\$0.00		\$8,800.00
NELSON WESTERBERG, INC	4/20/2021	3/4/2021	4/21/21	Storage Liquidation - Removal & Disposal of)	\$8,400.00	\$0.00		\$8,400.00
NELSON WESTERBERG, INC	4/20/2021	4/14/2021	4/14/21	Storage & Moving	\$2,320.00	\$0.00		\$2,320.00
Totals for NELSON WESTERBERG, INC:					\$26,575.00	\$0.00		\$26,575.00
4 invoice(s) listed.								
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	4/20/2021	2/28/2021	27679	Financial Advisory Services- 701 Newark Ave	\$953.75	\$0.00		\$953.75
Totals for NW FINANCIAL GROUP, LLC:					\$953.75	\$0.00		\$953.75
1 invoice(s) listed.								
OMA*AMO Architecture PC								
OMA*AMO Architecture PC	4/20/2021	1/1/2021	S01668	Jersey City Museum - Pathside Hours (July 20	\$25,500.00	\$0.00		\$25,500.00
Totals for OMA*AMO Architecture PC:					\$25,500.00	\$0.00		\$25,500.00
1 invoice(s) listed.								
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/18/2021	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$37.20	\$0.00		\$37.20
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/16/2021	42-497-031-18	Gas & Electric - 25 Journal Square	\$2,521.40	\$0.00		\$2,521.40
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$22.14	\$0.00		\$22.14
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$42.05	\$0.00		\$42.05
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/19/2021	75-202-754-18	Gas & Electric - 1 Berry Ln Flid HSE 2	\$330.58	\$0.00		\$330.58
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$96.38	\$0.00		\$96.38
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$22.05	\$0.00		\$22.05
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$48.36	\$0.00		\$48.36
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$65.81	\$0.00		\$65.81
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$66.27	\$0.00		\$66.27
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$50.07	\$0.00		\$50.07
PUBLIC SERVICE ELECTRIC & GAS	4/20/2021	3/22/2021	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$44.11	\$0.00		\$44.11
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$3,336.42	\$0.00		\$3,336.42
12 invoice(s) listed.								

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
RAMON PONCE								
RAMON PONCE	4/20/2021	3/18/2021	March 2021	EyeWear Reimbursement	\$90.00	\$0.00		\$90.00
				Totals for RAMON PONCE: 1 invoice(s) listed.	\$90.00	\$0.00		\$90.00
ROBERT NAPIORSKI								
ROBERT NAPIORSKI	4/20/2021	3/31/2021	33900	Reimbursement- (Monaco Lock) Lock Change	\$165.27	\$0.00		\$165.27
ROBERT NAPIORSKI	4/20/2021	4/10/2021	April 2021	Reimbursement- Dental	\$566.66	\$0.00		\$566.66
				Totals for ROBERT NAPIORSKI: 2 invoice(s) listed.	\$731.93	\$0.00		\$731.93
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-23	Lawn Maintenance & Trash Removal - 574 C	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8613	Snow Removal - Various Locations 2/19/2021	\$3,725.00	\$0.00		\$3,725.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8614	Snow Removal - Various Locations 2/19/2021	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-1	Lawn Maintenance & Trash Removal- 185 Dw	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-2	Lawn Maintenance & Trash Removal- 97-99 I	\$110.00	\$0.00		\$110.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-3	Lawn Maintenance & Trash Removal- 92-94 S	\$87.50	\$0.00		\$87.50
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-4	Lawn Maintenance & Trash Removal- 204 St	\$285.00	\$0.00		\$285.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-5	Lawn Maintenance & Trash Removal- 284 MI	\$160.00	\$0.00		\$160.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-6	Lawn Maintenance & Trash Removal- 292 MI	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-7	Lawn Maintenance & Trash Removal- 314 MI	\$155.00	\$0.00		\$155.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-9	Lawn Maintenance & Trash Removal- 408-4	\$275.00	\$0.00		\$275.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-10	Lawn Maintenance & Trash Removal- 199 Wc	\$185.00	\$0.00		\$185.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-14	Lawn Maintenance & Trash Removal - Mamli	\$600.00	\$0.00		\$600.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-15	Lawn Maintenance & Trash Removal - 550 J	\$355.00	\$0.00		\$355.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-16	Lawn Maintenance & Trash Removal - 84 Sip	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-17	Lawn Maintenance & Trash Removal - 80 Ba	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-18	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-20	Lawn Maintenance & Trash Removal - 336-3	\$205.00	\$0.00		\$205.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-25	Lawn Maintenance & Trash Removal- 91-93 F	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8616	Snow Salting - Various Locations 2/22/2021	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8617	Snow Removal - Various Locations 2/22/2021	\$3,725.00	\$0.00		\$3,725.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-8	Lawn Maintenance & Trash Removal- 326-3	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-11	Lawn Maintenance & Trash Removal- 405-4	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-12	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-13	Lawn Maintenance & Trash Removal - 51 Cr	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-19	Lawn Maintenance & Trash Removal - 34-36 C	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-21	Lawn Maintenance & Trash Removal - 1054 C	\$275.00	\$0.00		\$275.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8609	Snow Removal - Various Locations 2/11/2021	\$3,725.00	\$0.00		\$3,725.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8610	Snow Salting - Various Locations 2/11/2021	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	4/20/2021	3/8/2021	8611	Snow Removal - Various Locations 2/18/2021	\$3,725.00	\$0.00		\$3,725.00

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.	4/20/2021	3/8/2021	8612	Snow Salting - Various Locations 2/18/2021	\$2,550.00	\$0.00		\$2,550.00
Silagy Contracting, LLC.	4/20/2021	3/30/2021	9500-22	Lawn Maintenance & Trash Removal - Johns	\$760.00	\$0.00		\$760.00
				Totals for Silagy Contracting, LLC.:	\$31,977.50	\$0.00		\$31,977.50
				33 invoice(s) listed.				
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	4/20/2021	3/5/2021	March 2021	Office Supplies	\$2,798.64	\$0.00		\$2,798.64
				Totals for STAPLES CREDIT PLAN:	\$2,798.64	\$0.00		\$2,798.64
				1 invoice(s) listed.				
STAPLES INC., COPY & PRINT								
STAPLES INC., COPY & PRINT	4/20/2021	3/19/2021	0014151559	Notary Stamp & Embosser (Elizabeth Vasque	\$98.48	\$0.00		\$98.48
				Totals for STAPLES INC., COPY & PRINT:	\$98.48	\$0.00		\$98.48
				1 invoice(s) listed.				
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	4/20/2021	4/6/2021	5014582605	Payment for Copier Lease - March Late Char	\$1,306.82	\$0.00		\$1,306.82
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,306.82	\$0.00		\$1,306.82
				1 invoice(s) listed.				
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	4/20/2021	2/28/2021	5763090	H/C Water dispenser	\$6.50	\$0.00		\$6.50
				Totals for TWIN ROCKS SPRING WATER:	\$6.50	\$0.00		\$6.50
				1 invoice(s) listed.				
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	4/20/2021	4/1/2021	March 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	4/20/2021	3/23/2021	9876235592	Agency Cell Phone Bill -March 2021	\$186.49	\$0.00		\$186.49
				Totals for VERIZON:	\$186.49	\$0.00		\$186.49
				1 invoice(s) listed.				
VICTORIA BONNERS								
VICTORIA BONNERS	4/20/2021	4/5/2021	April 2021	Dental Reimbursement	\$140.00	\$0.00		\$140.00
				Totals for VICTORIA BONNERS:	\$140.00	\$0.00		\$140.00
				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
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	4/20/2021	3/10/2021	21853537	Office Supplies	\$17.34	\$0.00		\$17.34
W. B. MASON CO., INC.	4/20/2021	3/9/2021	218493896	Office Supplies	\$79.72	\$0.00		\$79.72
				<i>Totals for W. B. MASON CO., INC.:</i>	<i>\$97.06</i>	<i>\$0.00</i>		<i>\$97.06</i>
				<i>2 invoice(s) listed.</i>				
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	4/20/2021	4/1/2021	21-00085-01321	CFO Services Rendered	\$7,500.00	\$0.00		\$7,500.00
Wielkotz & Company, LLC.	4/20/2021	3/31/2021	21-00085-01335	CFO Services Rendered	\$2,150.00	\$0.00		\$2,150.00
				<i>Totals for Wielkotz & Company, LLC.:</i>	<i>\$9,650.00</i>	<i>\$0.00</i>		<i>\$9,650.00</i>
				<i>2 invoice(s) listed.</i>				
WORKZONE, LLC								
WORKZONE, LLC	4/20/2021	4/5/2021	44956	License and Hosting Fee - 4/24/21 - 7/23/21	\$900.00	\$0.00		\$900.00
				<i>Totals for WORKZONE, LLC:</i>	<i>\$900.00</i>	<i>\$0.00</i>		<i>\$900.00</i>
				<i>1 invoice(s) listed.</i>				
XEROX CORPORATION								
XEROX CORPORATION	4/20/2021	4/6/2021	April 2021	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				<i>Totals for XEROX CORPORATION:</i>	<i>\$191.27</i>	<i>\$0.00</i>		<i>\$191.27</i>
				<i>1 invoice(s) listed.</i>				
GRAND TOTALS:					\$359,602.18	\$0.00		\$359,602.18

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 (4/20/2021)
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
CME ASSOCIATES								
CME ASSOCIATES	4/20/2021	3/11/2021	0276916	Engineering Services - Bayfront Redevelopment	\$16,939.50	\$0.00		\$16,939.50
CME ASSOCIATES	4/20/2021	3/30/2021	0278087	Engineering Services - Bayfront Redevelopment	\$8,537.25	\$0.00		\$8,537.25
				Totals for CME ASSOCIATES:	\$25,476.75	\$0.00		\$25,476.75
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	4/20/2021	2/22/2021	178766	Legal Services - Bayfront/Honeywell	\$6,005.00	\$0.00		\$6,005.00
MCMANIMON, SCOTLAND & BAU	4/20/2021	3/31/2021	179904	Legal Services - Bayfront/Honeywell	\$8,227.50	\$0.00		\$8,227.50
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$14,232.50	\$0.00		\$14,232.50
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	4/20/2021	2/28/2021	27680	Financial Advisory Services- Bayfront Redevelopment	\$517.50	\$0.00		\$517.50
				Totals for NW FINANCIAL GROUP, LLC:	\$517.50	\$0.00		\$517.50
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	4/20/2021	3/5/2021	77960.02.0-10	Architectural Services - Bayfront Redevelopment	\$26,831.94	\$0.00		\$26,831.94
				Totals for Perkins Eastman Architects DPC:	\$26,831.94	\$0.00		\$26,831.94
Stock Development Group, Inc.								
Stock Development Group, Inc.	4/20/2021	3/9/2021	E-224	Monthly Management Services - Bayfront 12	\$5,000.00	\$0.00		\$5,000.00
Stock Development Group, Inc.	4/20/2021	3/9/2021	E-225	Monthly Management Services - Bayfront 1/	\$6,250.00	\$0.00		\$6,250.00
				Totals for Stock Development Group, Inc.:	\$11,250.00	\$0.00		\$11,250.00
Wielkottz & Company, LLC.								
Wielkottz & Company, LLC.	4/20/2021	3/31/2021	21-00085-01336	CFO Services Rendered - Bayfront	\$1,100.00	\$0.00		\$1,100.00
				Totals for Wielkottz & Company, LLC.:	\$1,100.00	\$0.00		\$1,100.00
				GRAND TOTALS:	\$79,408.69	\$0.00		\$79,408.69

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 (4/20/2021)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Investors - Bayfront

Include all Invoice Attributes

Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
DELTA STORAGE								
DELTA STORAGE	4/7/2021	4/6/2021	Initial Invoice	Storage Unit - Size: 10x29, Unit # 1172	\$848.00	\$0.00		\$848.00
				Totals for DELTA STORAGE: 1 invoice(s) listed.	\$848.00	\$0.00		\$848.00
			GRAND TOTALS:		\$848.00	\$0.00		\$848.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (4/7/2021)
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

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	3/15/2021	3/15/2021	30307758540000	Water & Sewer - 292 MLK Drive	\$9,641.20	\$0.00		\$9,641.20
				Totals for JC MUNICIPAL UTILITIES AUTHORITY: 1 invoice(s) listed.	\$9,641.20	\$0.00		\$9,641.20
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	2/19/2021	2/19/2021	74 472 811 07	292 MLK Drive Store - Monique Johnson	\$1,258.44	\$0.00		\$1,258.44
				Totals for PUBLIC SERVICE ELECTRIC & GAS: 1 invoice(s) listed.	\$1,258.44	\$0.00		\$1,258.44
GRAND TOTALS:					\$10,899.64	\$0.00		\$10,899.64

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: This fiscal year (1/1/2021 to 12/31/2021)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes