

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF APRIL 20, 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 May 18, 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 APRIL 20, 2021**


WHEREAS, the Board of Commissioners approved going into closed session at their meeting of April 20, 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 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 at their meeting dated May 18, 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 REAUTHORIZING PROFESSIONAL SERVICES CONTRACT NO. 20-05-JS2 WITH NW FINANCIAL GROUP, LLC FOR REDEVELOPMENT FINANCIAL SERVICES IN ALL PROJECT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**"), a public body corporate and politic of the state of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to enter into contracts as deemed necessary for the efficient operation of the Agency; and

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires the services of an experienced financial services professional in connection with redevelopment projects throughout the City of Jersey City to provide financial services including but not limited to cost and benefit analyses of complex financial matters, preparation of financial reports, and provision of financial solutions to promote the success of redevelopment projects (the "**Financial Services**"); and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the Agency entered in Contract No. 20-05-JS2 ("**2020 Contract**") with NW Financial Group, LLC ("**NW Financial**") to perform the Financial Services as authorized on May 19, 2020 by Resolution No. 20-05-2; and

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

WHEREAS, on May 7, 2021, NW Financial submitted an updated proposal to the Agency (the "**Proposal**") describing the ongoing Financial Services being performed under the 2020 Contract; and

WHEREAS, NW Financial possesses the skills and expertise to perform the Financial Services; and

WHEREAS, the Agency wishes to reauthorize the 2020 Contract with NW Financial to provide the Financial Services as set forth in the Proposal, which amounts shall not exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and shall not exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes, for a term to expire no later than one (1) year after the effective date of the reauthorized agreement; and

WHEREAS, the Agency certifies that it has funds available for the costs of the Financial Services; and

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

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

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

Section 2. The Board of Commissioners hereby reauthorizes the 2020 Contract for the continued performance of certain Financial Services as set forth in the Proposal for a total contract amount not to exceed Fifteen Thousand Dollars (\$15,000.00) for Financial Services provided on projects other than the sale of bonds or notes, and shall not exceed \$1/\$1,000 (with a minimum of \$15,000) plus reasonable out of pocket expenses for the issuance of bonds or notes, for a term to expire no later than one (1) year after the effective date of such agreement, in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

Section 3. The 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, 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 May 18, 2021.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING BRIGHT SIXBORO PICA LLC AS THE SUB-REDEVELOPER OF BLOCK 13803, LOTS 5, 6, 7, 8, 10, 11, 12, AND 13, COMMONLY KNOWN AS 42, 44, 46-48 CENTER STREET, 205-217 BRIGHT STREET AND 8 BROOK STREET RESPECTIVELY WITHIN THE BATES STREET REDEVELOPMENT AREA

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

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

WHEREAS, on August 10, 2005, pursuant to Resolution No. 05-696, the Municipal Council of the City, authorized and directed the Jersey City Planning Board to conduct a preliminary investigation to determine whether the Bates Street Study Area meets the criteria to qualify as an "area in need of redevelopment" under the LRHL; and

WHEREAS, on March 14, 2006, the Jersey City Planning Board held a properly noticed hearing on the preliminary investigation report covering the Bates Street Study Area and recommended that the Municipal Council of the City designate the Bates Street Study Area as being an "area in need of redevelopment" under criteria a, b, d, e and h of the LRHL; and

WHEREAS, on May 10, 2006, pursuant to Resolution No. 06-335, the Municipal Council of the City declared the Bates Street Study Area to be an area in need of redevelopment under the LRHL; and

WHEREAS, on May 24, 2006, pursuant to Ordinance No. 06-065, the Municipal Council of the City of Jersey City, adopted the Bates Street Redevelopment Plan, which was last amended September 14, 2016 pursuant to Ordinance No. 16-125 ("**Redevelopment Plan**"); and

WHEREAS, on November 21, 2017, pursuant to Resolution No. 17-116, the JCRA designated Bates Redevelopment, LLC as the designated Redeveloper ("**Master Redeveloper**") of Blocks 13801, 13802, 13803, and 13805 within the Bates Street Redevelopment Area; and

WHEREAS, on or about May 4, 2021, Bright Sixboro Pica LLC ("**Sub-Redeveloper**") made an application to the JCRA to enter into a Sub-Redeveloper Agreement with the JCRA and the Master Redeveloper relative to Block 13803, Lots 5, 6, 7, 8, 10, 11, 12, and 13 ("**Pica Properties**"); and

WHEREAS, the Pica Properties are located within the Bates Street Redevelopment Area and are accordingly subject to the Redevelopment Plan; and

WHEREAS, the Sub-Redeveloper's application calls for the development of a mixed use, ten story building consisting of 128 residential units, commercial space, indoor recreational space, and parking ("**Project**"); and

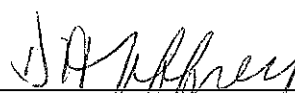
WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA, Master Redeveloper and Sub-Redeveloper desire to enter into formal negotiations for the entry of a Sub-Redeveloper Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the Pica Properties pursuant to the requirements of the Redevelopment Plan.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The JCRA hereby designates Bright Sixboro Pica LLC as the Sub-Redeveloper of the Pica Properties within the Bates Street Redevelopment Area on the condition that a Sub-Redeveloper Agreement is entered between the JCRA, Master Redeveloper and Sub-Redeveloper within 90 days of the adoption of this Resolution.
3. The Executive Director of the JCRA is hereby delegated authority to grant one 30 day extension to the Sub-Redeveloper's designation, only if all parties are acting in good faith towards the entry of a Sub-Redeveloper Agreement.
4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute documents necessary to effectuate the purposes of this Resolution subject only to review and approval of the JCRA's counsel.

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.
6. A copy of this Resolution shall be available for public inspection at the offices of the JCRA.
7. 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 May 18, 2021.


Diana H. Jeffrey, Secretary

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

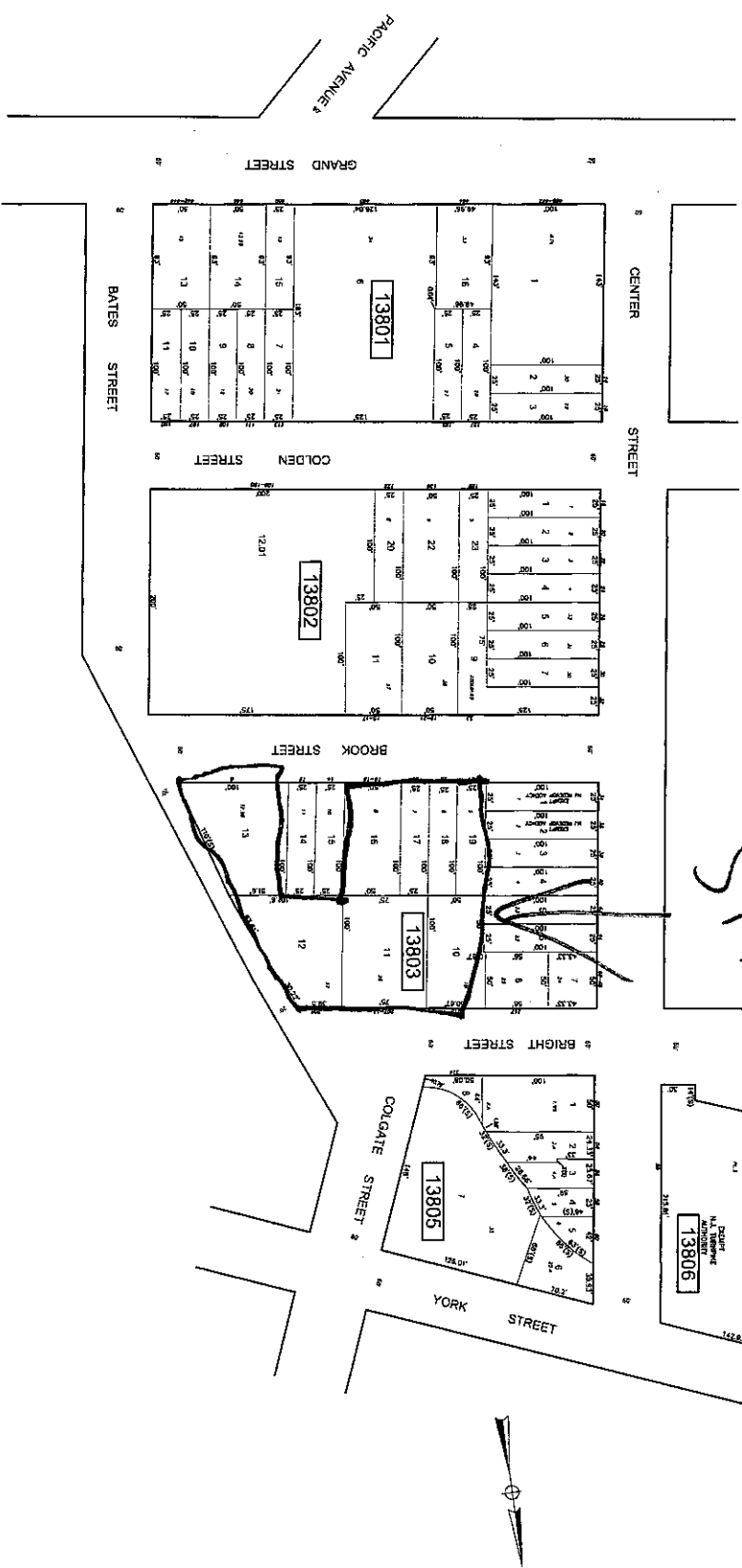
REVISIONS

DATE	BY	DESCRIPTION	REVISION
07/20/2011	03	03	1
07/20/2011	03	03	2
07/20/2011	03	03	3
07/20/2011	03	03	4
07/20/2011	03	03	5
07/20/2011	03	03	6
07/20/2011	03	03	7
07/20/2011	03	03	8
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SEE SHEET 137

SEE SHEET 136

SEE SHEET 157



SEE SHEET 126

SEE SHEET 126

APR - COM/2402/171300

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 859

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SERIAL 138, ADOPTED 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TUDOR ROAD, JERSEY CITY, NJ 07310
NEW JERSEY, 07310

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12 WITH CME ASSOCIATES FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

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

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

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

WHEREAS, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 (“**2019 Contract**”) with CME Associates (“**CME**”) to provide the Engineering Services, which was subsequently reauthorized in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

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

WHEREAS, on May 7, 2021, CME submitted an updated proposal to the Agency (the “**Proposal**”) describing the status of CME’s performance of the Engineering Services and setting forth the remaining Engineering Services to be performed; and

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

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with CME to continue performing the Engineering Services at the Property for a total contract amount not to exceed \$767,315.85, which amount consists of the remaining balance on the 2019 Contract, \$587,998.15 plus \$179,317.70 for additional Engineering Services described in the Proposal, which amounts shall be payable in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, the Agency certifies that it has funds available for the costs of the Engineering Services; and

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

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

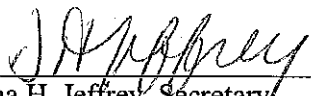
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby reauthorizes and amends the 2019 Contract with CME for performance of the Engineering Services for a total contract amount not to exceed \$767,315.85, and for a term to expire no later than twelve (12) months after the effective date of such agreement, in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary, 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 May 18, 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	✓			



May 7, 2021

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

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

Jersey City Redevelopment Agency ("JCRA")
4 Jackson Square
Jersey City, NJ 07305

Attn: Diana Jeffrey
Executive Director

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

Dear Ms. Jeffrey:

Pursuant to your office's request, we have reviewed the project status and outstanding balances for the above referenced project.

Please note that at this time, after multiple requested design revisions, our office has substantially completed the general design document preparation. However, there are still remaining items/design tasks to be completed. In general, the remaining items/design tasks required to be completed include the following, as detailed on the enclosed man-hour breakdowns:

- **Additional Bi-Weekly Infrastructure/Coordination Meetings**
(Our office participates in bi-weekly calls to review progress and coordinate weekly activities related to the Phase I infrastructure work. This task assumes preparation and attendance for 2 Engineers at 13 1.5-hour meetings for a 6-month period.);
- **Soil Erosion and Sediment Control ("SESC") Stockpile Certification**
(Our office submitted and received certification from the Hudson-Essex-Passaic Soil Conservation District for the Phase 1A infrastructure. Since the time of receiving the certification, our office was notified that Honeywell is terminating their permit for the soil stockpile currently located on area SA-7. Plan adjustments and amended SESC certification are needed to incorporate the stockpile into the existing certification. This task includes the amended application and plan preparation, and the additional review, certification, inspection and enforcement fees [\$1,375.00].);
- **Developer Coordination**
(The JCRA has developers selected to proceed with the development of the parcels within the Phase IA infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding site engineering / sanitary and water / landscape design / lighting design.);
- **Finalize Project Specifications**
(The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection ("NJDEP") Agency for review and comment. This task includes revisions and the final preparation of the site engineering / sanitary and water technical specifications and bid items to get the project ready for bid based on the final plans approved by the New Jersey Environmental Infrastructure Trust.);



To: Ms. Jeffrey
May 7, 2021
Page 2

- **Open Space Design Standards ("OSDS") Revisions**
(Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell. A Civil Design Package was submitted by Honeywell to the Plaintiff for area SA-6. This task includes additional revisions per OSDS comments received from the Plaintiff, and obtaining and coordinating the services of a sub-consultant [\$19,665.00] to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover component at the site.);
- **New Jersey Department of Environmental Protection ("NJDEP") Treatment Works Approval ("TWA") Application**
(A TWA Permit is required for the proposed sanitary sewer main extension and additional flow associated with the project. This task includes the application fee [\$9,000.00], preparation of the required NJDEP Application Form, Engineers Report and other supporting documentation for the submission and approval of the Permit.);
- **New Jersey Department of Transportation ("NJDOT") Utility Opening Permit**
(The sanitary sewer mains within Phase 1A begin just north of Kellogg Street and flow to the north and then east to an existing Jersey City Municipal Utility Authority ("JCMUA") interceptor located in New Jersey State Highway Route 440. A NJDOT Utility Opening Permit is required for the proposed sanitary sewer main connection in the Route 440 Right-of-Way. This task includes the application fee [\$1,500.00], preparation of the required NJDOT Application Forms, Traffic Control Plans as required by the NJDOT and other supporting documentation for the submission and approval of the Permit.);
- **Cultural Resources**
(A Stage 1A Cultural Resources Survey has been requested by the NJDEP. This task includes obtaining the services of a sub-consultant [\$11,084.85] to perform the Cultural Resources Survey as requested by the NJDEP.);
- **State Historic Preservation Office ("SHPO") Coordination**
(As part of the NJDEP Cultural Resources Review, our office was advised that the project will require authorization from the SHPO. Accordingly, this task will consist of the preparation of the required SHPO Application forms and supporting documents as required for submission and approval by the SHPO.);
- **Utility Company Coordination**
(Our office prepared Lighting Plans for the roadways and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This task includes utility company coordination for providing the electrical power for the lighting, including wire and conduit sizing, and any associated plans and specifications revisions.).

The following will be billed as reimbursable expenses with an estimated cost of \$42,624.85:

- SESC Review, Certification, Inspection and Enforcement Fees (\$1,375.00);
- OSDS Revisions Sub-Consultant (\$19,665.00);
- TWA Application Fee (\$9,000.00);
- NJDOT Utility Opening Permit Application Fee (\$1,500.00);
- Cultural Resources Sub-Consultant (\$11,084.85).

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the remaining items/design tasks for the above referenced project. Therefore, our contract sub-total based upon the above referenced additional scope of services would be as follows:

Remaining Items to be Completed

Additional Bi-Weekly Infrastructure/Coordination Meetings	\$	7,780.00
SESC Stockpile Certification (includes reimbursable expenses)	\$	8,679.00
Developer Coordination (Site Engineering)	\$	8,472.00



To: Ms. Jeffrey
May 7, 2021
Page 3

Developer Coordination (Sanitary and Water)	\$	2,944.00
Developer Coordination (Landscape Design)	\$	6,168.00
Developer Coordination (Lighting Design)	\$	2,056.00
Finalize Project Specifications (Site Engineering)	\$	7,080.00
Finalize Project Specifications (Sanitary and Water)	\$	8,736.00
OSDS Revisions (Site Engineering)	\$	5,748.00
OSDS Revisions (Geotechnical Services, includes reimbursable expenses)	\$	25,197.00
NJDEP TWA Application (includes reimbursable expenses)	\$	18,488.00
NJDOT Utility Opening Permit (includes reimbursable expenses)	\$	9,180.00
Cultural Resources (includes reimbursable expenses)	\$	11,084.85
SHPO Coordination	\$	4,320.00
Utility Company Coordination	\$	10,760.00
Sub-Total:	\$	136,692.85

Our office recommends an extension of our contract, as our office continues with the design phase services for this project. Pursuant to the terms of our proposal, our firm's updated rate schedule is enclosed.

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

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

Very truly yours,

CME Associates

David J. Samuel, PE
Managing Partner

DJS/BT/RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA
Mary Pat Noonan, Sr. Project Manager, JCRA
Glenn Stock, Stock Development Group, Inc.



AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022

Senior Project Manager	\$191.00 Per Hour
Project Manager	\$190.00 Per Hour
Project Leader	\$189.00 Per Hour
Professional Engineer	\$188.00 Per Hour
Senior Project Engineer.....	\$185.00 Per Hour
Project Engineer	\$178.00 Per Hour
Senior Design Engineer.....	\$176.00 Per Hour
Design Engineer	\$174.00 Per Hour
Senior Engineering Technician.....	\$161.00 Per Hour
Drone Pilot.....	\$135.00 Per Hour
Engineering Technician/Management Information Systems Technician	\$154.00 Per Hour
Drone Technician	\$ 75.00 Per Hour
Professional Land Surveyor	\$188.00 Per Hour
Land Surveyor	\$162.00 Per Hour
RoboticTotal Station	\$ 74.00 Per Hour
Party Chief.....	\$140.00 Per Hour
Survey Technician.....	\$135.00 Per Hour
Resident Engineer.....	\$163.00 Per Hour
Chief Construction Engineer.....	\$169.00 Per Hour
Senior Construction Engineer.....	\$163.00 Per Hour
Construction Engineer.....	\$160.00 Per Hour
Chief Construction Technician.....	\$156.00 Per Hour
Senior Construction Technician.....	\$152.00 Per Hour
Construction Technician	\$147.00 Per Hour
Technical Assistant.....	\$110.00 Per Hour
Senior CADD Technician.....	\$167.00 Per Hour
Licensed Landscape Architect.....	\$162.00 Per Hour
Senior Landscape Designer	\$152.00 Per Hour
Certified Tree Expert	\$136.00 Per Hour
Landscape Designer.....	\$125.00 Per Hour
Director of Planning	\$191.00 Per Hour
Professional Planner	\$180.00 Per Hour
Project Planner	\$171.00 Per Hour
Planning Technician	\$161.00 Per Hour
Partner.....	\$212.00 Per Hour
Principal.....	\$200.00 Per Hour
Managing Partner/Administrative Partner.....	\$224.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule.

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or





disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME'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, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.



	Labor	Sub-Consultants	Reimb. Expenses	Total
Phase 16002:ATTEND PROJECT MEETINGS	\$7,780.00	\$0.00	\$0.00	\$7,780.00
Phase 42001:PERMITTING STRATEGY AND APPLICATION	\$7,304.00	\$0.00	\$1,375.00	\$8,679.00
Phase 55002:SITE ENGINEERING	\$21,300.00	\$0.00	\$0.00	\$21,300.00
Phase 55003:SANITARY AND WATER	\$33,168.00	\$11,084.85	\$10,500.00	\$54,752.85
Phase 55004:LANDSCAPE DESIGN	\$6,168.00	\$0.00	\$0.00	\$6,168.00
Phase 55005:LIGHTING DESIGN	\$12,816.00	\$0.00	\$0.00	\$12,816.00
Phase 78001:GEOTECHNICAL SERVICES	\$5,532.00	\$19,665.00	\$0.00	\$25,197.00
Totals	\$94,068.00	\$30,749.85	\$11,875.00	\$136,692.85

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PRINCIPAL	PROJECT LEADER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 16002:ATTEND PROJECT MEETINGS						
1. Additional Bi-Weekly Infrastructure/Coordination Meetings (See Note 1)	20	20			40	\$ 7,780.00
TOTAL HOURS	20	20	\$ -	\$ -	40	
AUTH21N	\$ 200.00	\$ 189.00	1.15	1.00		
TOTAL	\$ 4,000.00	\$ 3,780.00	\$ -	\$ -	\$ 7,780.00	\$ 7,780.00
TRAVEL HOURS						
					\$ 7,780.00	

NOTES

1. Our office participates in bi-weekly calls to review progress and coordinate weekly activities related to the Phase I infrastructure work. This task assumes preparation and attendance for 2 Engineers at 13 1.5-hour meetings for a 6-month period.

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PROJECT LEADER	PROFESSIONAL ENGINEER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 42001:PERMITTING STRATEGY AND APPLICATION							
1. SESC Stockpile Certification. (See Note 1)	8	16	16		\$ 1,375.00	40	\$ 8,679.00
TOTAL HOURS	8	16	16	\$ -	\$ 1,375.00	40	
AUTH21N	\$ 189.00	\$ 188.00	\$ 174.00	1.15	1.00		
TOTAL	\$ 1,512.00	\$ 3,008.00	\$ 2,784.00	\$ -	\$ 1,375.00	\$ 8,679.00	\$ 8,679.00
TRAVEL HOURS							
						\$ 8,679.00	

NOTES

1. Our office submitted and received certification from the Hudson-Essex-Passaic Soil Conservation District for the Phase 1A infrastructure. Since the time of receiving the certification, our office was notified that Honeywell is terminating their permit for the soil stockpile currently located on area SA-7. Plan adjustments and amended SESC certification are needed to incorporate the stockpile into the existing certification. This task includes the amended application and plan preparation, and the additional review, certification, inspection and enforcement fees (\$1,375.00).

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PROJECT LEADER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55002: SITE ENGINEERING						
1. Developer Coordination. (See Note 1)	8	40			48	\$ 8,472.00
2. Finalize Project Specifications. (See Note 2)	8	32			40	\$ 7,080.00
3. OSDS Revisions (See Note 3)	12	20			32	\$ 5,748.00
TOTAL HOURS	28	92	\$ -	\$ -	120	
AUTH21N	\$ 189.00	\$ 174.00	1.15	1.00		
TOTAL	\$ 5,292.00	\$ 16,008.00	\$ -	\$ -	\$ 21,300.00	\$ 21,300.00
TRAVEL HOURS						
					\$ 21,300.00	

NOTES

1. The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding site engineering.
2. The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection ("NJDEP") Agency for review and comment. This task includes revisions and the final preparation of the site engineering technical specifications and bid items to get the project ready for bid based on the final plans approved by the New Jersey Environmental Infrastructure Trust.
3. Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell. A Civil Design Package was submitted by Honeywell to the Plaintiff for area SA-6. This task includes additional revisions per OSDS comments received from the Plaintiff, and obtaining and coordinating the services of a sub-consultant to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover component at the site.

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJG 00503.01 BAYFRONT PJG 00503.01 BAYFRONT 1 General - Contract E-General - Contract Extension 2021-2022									
DESCRIPTION	PARTNER	PROJECT MANAGER	PROJECT LEADER	PROJECT ENGINEER	DESIGN ENGINEER	SENIOR ENGINEERING TECHNICIAN	SENIOR CAD TECHNICIAN	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55003: SANITARY AND WATER											
1. Developer Coordination. (See Note 1)		8		8						16	\$ 2,844.00
2. NJDEP TWA Application. (See Note 2)	1	8		32	8		4		\$ 9,000.00	52	\$ 16,468.00
3. NJDOT Utility Opening Permit. (See Note 3)		4	4	8	16	8	4		\$ 1,500.00	44	\$ 9,180.00
4. Cultural Resources. (See Note 4)		4		20				\$ 9,839.00		24	\$ 4,320.00
5. SHPO Coordination. (See Note 5)				32						48	\$ 8,736.00
6. Finalize Project Specifications. (See Note 6)		16									
TOTAL HOURS	1	40	4	100	24	8	8	\$ 9,839.00	\$ 10,500.00	185	
AUTH2IN	\$ 212.00	\$ 190.00	\$ 189.00	\$ 178.00	\$ 174.00	\$ 161.00	\$ 167.00	1.15	1.00		
TOTAL	\$ 212.00	\$ 7,800.00	\$ 756.00	\$ 17,800.00	\$ 4,175.00	\$ 1,268.00	\$ 1,336.00	\$ 11,084.85	\$ 10,500.00	\$ 54,752.85	\$ 54,752.85
TRAVEL HOURS											
										\$ 54,752.85	

NOTES

1. The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding sanitary and water.
2. A TWA Permit is required for the proposed sanitary sewer main extension and additional flow associated with the project. This task includes the application fee (\$9,000.00), preparation of the required NJDEP Application Form, Engineers Report and other supporting documentation for the submission and approval of the Permit.
3. The sanitary sewer mains within Phase 1A begin just north of Kellogg Street and flow to the north and then east to an existing Jersey City Municipal Utility Authority (JCMA) intercepter located in New Jersey State Highway Route 440. A NJDOT Utility Opening Permit is required for the proposed sanitary sewer main connection in the Route 440 Right-of-Way. This task includes the application fee (\$1,500.00), preparation of the required NJDOT Application Forms, Traffic Control Plans as required by the NJDOT and other supporting documentation for the submission and approval of the Permit.
4. A Stage 1A Cultural Resources Survey has been requested by the NJDEP. This task includes obtaining the services of a sub-consultant to perform the Cultural Resources Survey as requested by the NJDEP. Sub-consultant (Grubbs+311,084.85)
5. As part of the NJDEP Cultural Resources Review, our office was advised that the project will require authorization from the SHPO. Accordingly, this task will consist of the preparation of the required SHPO Application forms and supporting documents as required for submission and approval by the SHPO.
6. The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection (NJDEP) Agency for review and comment. This task includes revisions and the final preparation of the sanitary and water technical specifications and bid items to get the project ready for bid based on the final plans approved by the New Jersey Environmental Infrastructure Trust.

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PROJECT MANAGER	REG/LICENSED LANDSCAPE ARCHITECT	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55004: LANDSCAPE DESIGN						
1. Developer Coordination. (See Note 1)	12	24			36	\$ 6,168.00
TOTAL HOURS	12	24	\$ -	\$ -	36	
AUTH21N	\$ 190.00	\$ 162.00	1.15	1.15		
TOTAL	\$ 2,280.00	\$ 3,888.00	\$ -	\$ -	\$ 6,168.00	\$ 6,168.00
TRAVEL HOURS						
					\$ 6,168.00	

NOTES

1. The JCRA has developers selected to proceed with the development of the parcels within the Phase IA infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding landscape design.

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PROJECT MANAGER	REG/LICENSED LANDSCAPE ARCHITECT	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55005: LIGHTING DESIGN							
1. Developer Coordination. (See Note 1)	4	8				12	\$ 2,056.00
2. Utility Company Coordination. (See Note 2)	20		40			60	\$ 10,760.00
TOTAL HOURS	24	8	40	\$ -	\$ -	72	
AUTH21N	\$ 190.00	\$ 162.00	\$ 174.00	1.15	1.00		
TOTAL	\$ 4,560.00	\$ 1,296.00	\$ 6,960.00	\$ -	\$ -	\$ 12,816.00	\$ 12,816.00
TRAVEL HOURS							
						\$ 12,816.00	

NOTES

1. The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding lighting design.
2. Our office prepared Lighting Plans for the roadways and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This task includes utility company coordination for providing the electrical power for the lighting, including wire and conduit sizing, and any associated plans and specifications revisions.

CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08659

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROFESSIONAL ENGINEER	PROJECT ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 78001: GEOTECHNICAL SERVICES								
1. OSDS Revisions (See Note 1)	4	2	8	16	\$ 17,100.00		30	\$ 25,197.00
TOTAL HOURS	4	2	8	16	\$ 17,100.00	\$ -	30	
AUTH21N	\$ 200.00	\$ 150.00	\$ 168.00	\$ 178.00	1.15	1.00		
TOTAL	\$ 800.00	\$ 380.00	\$ 1,504.00	\$ 2,848.00	\$ 19,665.00	\$ -	\$ 25,197.00	\$ 25,197.00
TRAVEL HOURS								
							\$ 25,197.00	

NOTES

1. Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell. A Civil Design Package was submitted by Honeywell to the Plaintiff for area SA-6. This task includes additional revisions per OSDS comments received from the Plaintiff, and obtaining and coordinating the services of a sub-consultant to evaluate the affect of the placement of additional soil fill on the performance of the underlying geomembrane cover component at the site. Sub-consultant (Geosyntec=\$19,665.00)

#6

Withdrawn

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO MODIFY THE CONSTRUCTIONS SCHEDULE SET FORTH IN THE FIRST AMENDED REDEVELOPMENT AGREEMENT WITH SUCCESSOR REDEVELOPER 311 MLK DRIVE, LLC AS TO PROPERTY IDENTIFIED AS BLOCK: 23101, LOT: 32.01, COMMONLY KNOWN AS 311-315 MARTIN LUTHER KING DR. IN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, on February 29, 2008, JCRA entered into a Redevelopment Agreement (the "RDA") with redeveloper, Redeveloper 311-315 M.L.K., LLC ("Redeveloper"), to undertake redevelopment project at Block 1985, Lots 30.A, 33, 34, and 35 in Jersey City, New Jersey (the "Subject Property"), otherwise known by the street address of 311-315 Martin Luther King Boulevard; and

WHEREAS, the Redeveloper subsequently engaged in multiple acts of default under the RD and Deed Restrictions; and

WHEREAS, Rising Tide Capital, Inc. has created 311 MLK Drive, LLC ("Successor Redeveloper"), a wholly-owned special purpose entity created by Rising Tide Capital, Inc., and

WHEREAS, the Redeveloper has requested in writing, that the JCRA approve a transfer of the Subject Property from the Redeveloper to 311 MLK Drive, LLC, as a means of curing the Redeveloper's defaults under the RDA and Deed Restrictions; and

WHEREAS, the Redeveloper and the Successor Redeveloper have executed an Agreement of Sale dated February 9, 2018; and

WHEREAS, the Board approved the transfer of the Subject Property from Redeveloper to Successor Redeveloper 311 MLK Drive, LLC in Resolution 18-02-6; and

WHEREAS, as part of the transfer, the Successor Redeveloper entered into a written agreement assuming all rights and responsibilities of the Redeveloper pursuant to the RDA and Deed Restrictions; and

WHEREAS, the closing of the proposed transfer would took place on or about May 20, 2018; and

WHEREAS, the transfer of the Subject Property and assumption by the Successor Redeveloper of the Redeveloper's rights and responsibilities pursuant to the RDA and Deed Restrictions, resulted in the imposition upon the Successor Redeveloper, an obligation to complete certain construction related tasks by dates certain in a portion of the agreement known as "Schedule C"; and

WHEREAS, a permit to commence the required construction activities was not obtained by the Successor Redeveloper until on or about September 22, 2020; and

WHEREAS, Successor Redeveloper needs an extension of time until September 1, 2021 to complete improvements and is requesting a modification of Schedule "C".

WHEREAS, construction activities are ongoing at the Subject Property and it is anticipated by the Successor Redeveloper that a Permanent Certificate of Occupancy will be obtained on or before September 1, 2021.

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 Schedule "C" Construction timetable shall be modified as set forth in Exhibit A attached hereto.
- 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.

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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 May 18, 2021.


 Diana H. Jeffrey, Executive Director

DATE	BY	REVISIONS	LOT
11/20/13	CHARLES A. MORALLE	33914	23101
11/20/13	CHARLES A. MORALLE	33914	23102
11/20/13	CHARLES A. MORALLE	33914	23103

SEE SHEET 225



SEE SHEET 226

SEE SHEET 232

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING/DESIGN (CADD) AND COORDINATE GEOMETRY.

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

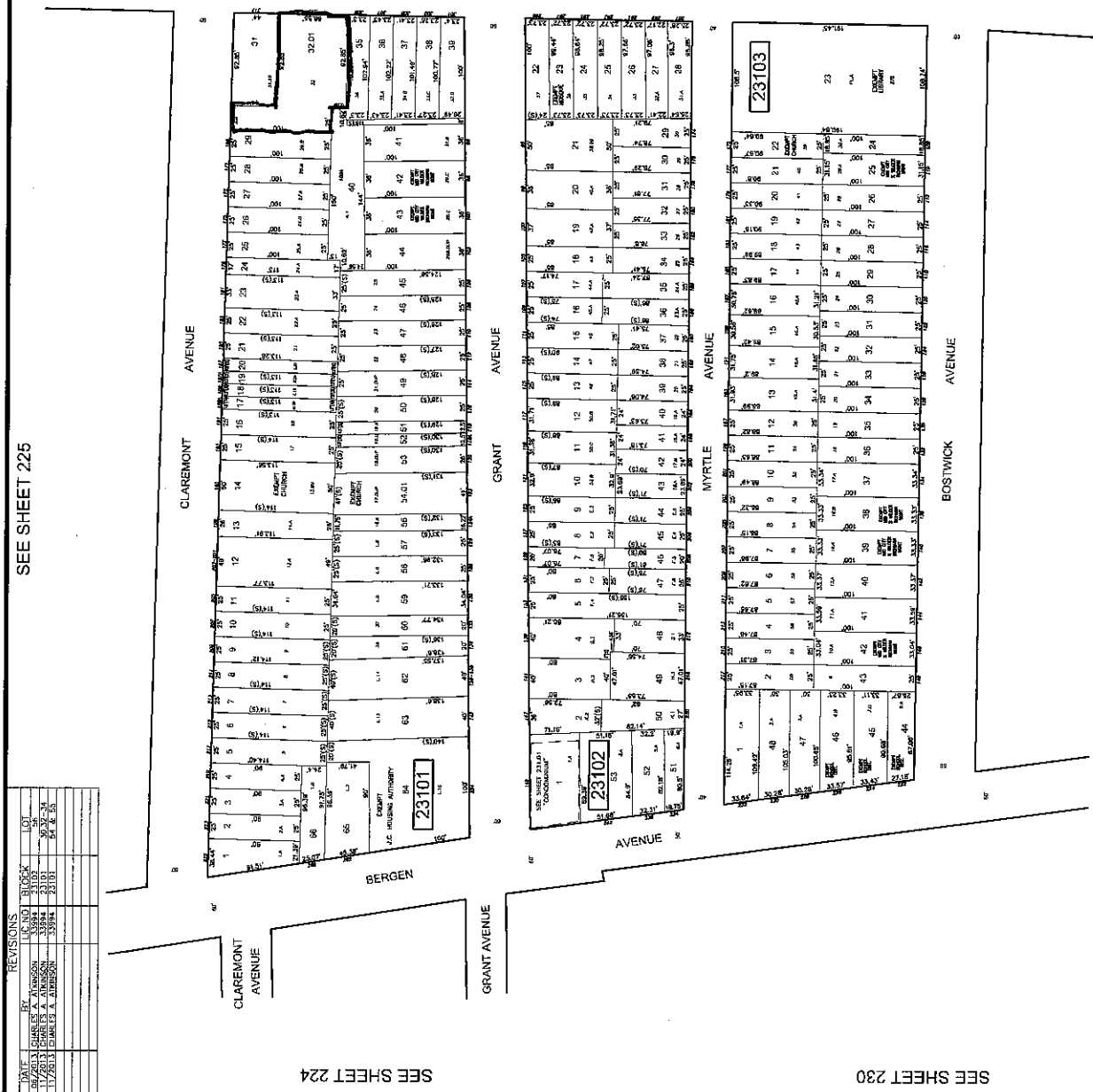
TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2008

RICHARD A. MORALLE, P.E., P.L.S.
T&M ASSOCIATES
11 TINDALL ROAD, WOODCLIFF TOWNSHIP
NEW JERSEY, 07748

ARI - CWP2402/9713300

SEE SHEET 234



SEE SHEET 224

SEE SHEET 230

SCHEDULE "C"

FILED
20170303010026990
03/03/2017 01:20:16 PM
DEEDMUN
NUMBER OF PAGES : 40
KGRISALES

CONSTRUCTION TIMETABLE

311-315 M.L.K., LLC

	<u>TASK</u>	<u>COMPLETION DATE</u>
1.	Survey and Survey description to Agency	60 days from effective date of this Agreement
2.	Completion of Environmental Assessment	90 days from effective date of this Agreement
3.	Submit Preliminary Site Plan Application	
4.	Closing of Title to Project Premises	45 days after Effective Date
5.	Payment of Purchase Price	First payment at Closing, remaining balance due upon Substantial Completion (Sec 1.02)
6.	Submit Construction Plans	60 days from Non-appealable Site Plan Approval
7.	Commence Construction	Upon the issuance of building permits Permit for commercial areas acquired 9/22/2020
8.	Complete Construction & issuance of Permanent Certificate of Occupancy	12 months after commencement of construction Permanent Certificate of Occupancy for entire building anticipated by 9/1/2021

The parties hereto acknowledge that the above timetable are outside dates and shall in no way prohibit the redeveloper from completing the items set forth prior to the respective deadlines.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
RIGHT OF ENTRY AGREEMENT TO 330 MLK LLC FOR BLOCK
22605, LOT 32, COMMONLY KNOWN AS 326-330 MARTIN
LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL
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, the JCRA is the owner of certain real property designated as Block 22605, Lot 32, as shown on the official tax map of the City of Jersey City (the "**Property**") within the Jackson Hill Redevelopment Area, commonly known as 326-330 Martin Luther King, Jr. Drive; and

WHEREAS, on or about March 16, 2021, pursuant to Resolution No. 21-03-11, the JCRA designated 330 MLK LLC as the redeveloper ("**Redeveloper**") of the Property, subject to the Parties entering into a redevelopment agreement under the Redevelopment Law; and

WHEREAS, the Redeveloper has requested access to the Property 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:

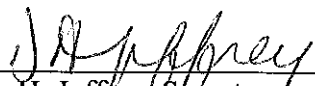
Section 1. The above recitals are incorporated by reference as if fully set forth herein.

Section 2. The JCRA authorizes entry into the Right of Entry Agreement for Block 22605, Lot 32 with the Redeveloper in the form attached hereto as **Exhibit A**.

Section 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.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution adopted by the Board of Commissioners of the Jersey City Redevelopment Agency at their Regular Meeting of May 18, 2021.

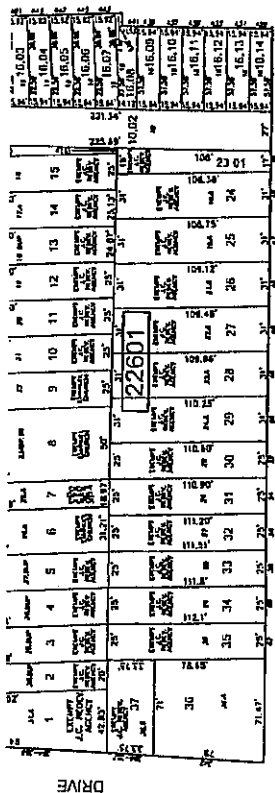


Diana H. Jeffrey, Secretary

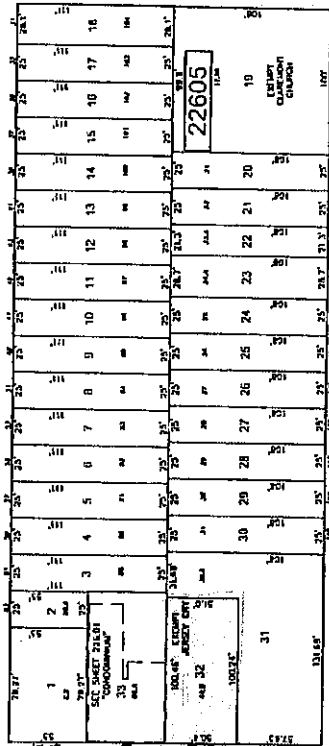
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Evelyn Jones	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 225

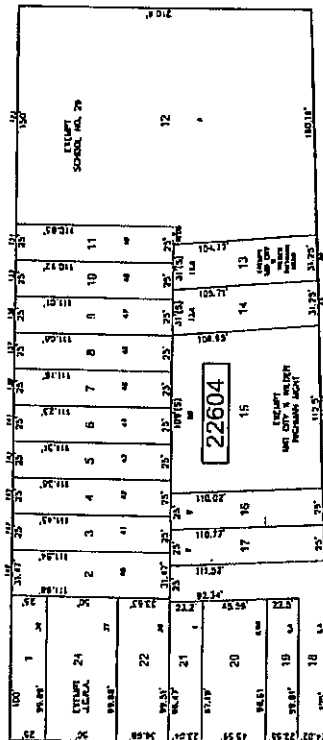
SEE SHEET 231



ORIENT



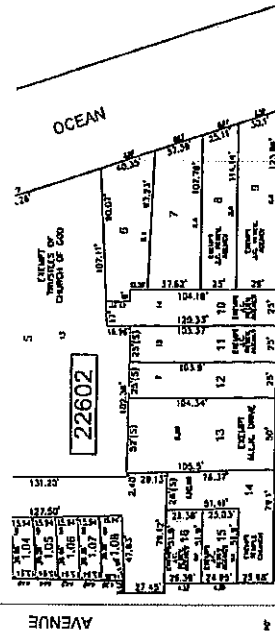
CLAREMONT



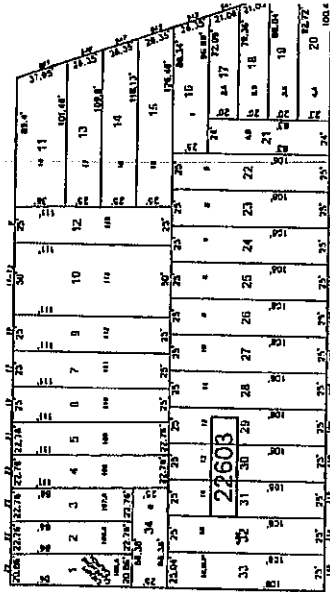
GRANT

AVENUE

SEE SHEET 232



AVENUE



AVENUE

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

ARH - C0172-C07873300

#9

Tabled

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO ADVANCED SCAFFOLD SERVICES, LLC FOR SCAFFOLDING SERVICES AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, pursuant to the Redevelopment Law, the City enacted the Journal Square 2060 Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue, 25 Journal Square, or 25 Pathside (the “**Property**”), located within the Journal Square 2060 Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency desires to obtain scaffolding services and rent scaffolding (the “**Services**”) at the Property; and

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

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

WHEREAS, Advanced Scaffold Services, LLC (“**Advanced**”) submitted that certain quote dated May 6, 2021, which sets forth the rates to provide the Services (the “**Quote**”); and

WHEREAS, the Agency and Advanced are currently parties to an agreement, set to expire on June 4, 2021, pursuant to which Advanced provides the Services and has installed its equipment at the Property; and

WHEREAS, the Agency desires to enter into a contract with Advanced (the "**Contract**") for the continuation of the Services for an amount not to exceed Eight Thousand Four Hundred Dollars (\$8,400.00), which shall be payable in accordance with the rates set forth in the Quote; and

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

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

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

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

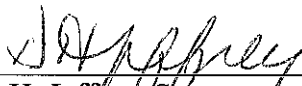
Section 2. The Board of Commissioners hereby awards a contract to Advanced Scaffold Services, LLC effective June 1, 2021 through December 31, 2021, for an amount not to exceed Eight Thousand Four Hundred Dollars (\$8,400.00), which shall be payable in accordance with the rates set forth in the Quote, all in accordance with the Agency's form agreement, together with such additions, deletions, and/or modifications as deemed necessary or desirable in consultation with counsel.

Section 3. The Chairman, Vice-Chair, 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, in consultation with counsel.

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 18, 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 AMENDING A MUSEUM DEVELOPMENT CONSULTING SERVICES AGREEMENT AND AUTHORIZING A CONTRACT WITH OMA AMO, P.C. FOR ARCHITECTURE AND RELATED SERVICES, FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the "**Pathside Building**"), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

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

WHEREAS, the Agency entered into that certain Museum Development Consulting Services Agreement dated December 18, 2018, Contract 18-07-PAO11 (the "**2018 Contract**") by and between the Agency and OMA*AMO Architecture, P.C. ("**OMA NY**") and AEA Consulting, LLC ("**AEA**", together with OMA NY, the "**Museum Consultant**"), authorized by Resolution No. 18-07-13, and in accordance with the competitive contracting process set forth in the LPCL, the Agency engaged the Museum Consultant to perform certain Museum Consulting Services set forth in the 2018 Contract with respect to the Pathside Building for a total amount not to exceed \$400,000 (the "**2018 Contract Services**"); and

WHEREAS, in accordance with Resolution No. 21-04-12, the Agency subsequently amended the 2018 Contract to recognize that OMA NY alone was providing the 2018 Contract Services thereunder, to adjust the 2018 Contract terms accordingly, and extend the contract term to June 30, 2021; and

WHEREAS, it is necessary to increase the amount of the 2018 Contract to allow OMA NY to complete the Services set forth in the 2018 Contract and OMA NY will do so for an

amount not to exceed an additional Thirty Thousand Dollars (\$30,000) with OMA NY to be paid in accordance with the rates and for the categories of work set forth in the 2018 Contract; and

WHEREAS, the Agency certifies it has funds available for the additional costs to perform the remaining Services in the 2018 Contract; and

WHEREAS, on May 5, 2021, the Agency and the City entered into that certain Cooperation Agreement with respect to the Journal Square Cultural and Arts Initiative to provide designated municipal funding, including with respect to the Pathside Building for improvements, operations and ongoing expenses (the "**Cooperation Agreement**"); and

WHEREAS, the Agency requires full architecture design services (design and implementation) for the Pathside Building ("**Architecture Services**") in order to design and renovate the existing building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop; and

WHEREAS, OMA AMO Architecture, P.C. ("**OMA NJ**") submitted a detailed, multi-stage proposal to the Agency for the Architecture Services dated May 11, 2021 (the "**Proposal**"); and

WHEREAS, OMA NJ possesses the skills and expertise necessary to perform and complete the Architecture Services set forth in the Proposal; and

WHEREAS, the Agency desires to enter into a professional services contract with OMA NJ (the "**2021 Contract**") to perform the Architecture Services as outlined in the Proposal, for a total amount not to exceed Two Million Sixty Thousand Dollars (\$2,060,000), to be paid in accordance with the terms and conditions set forth in the Proposal; and

WHEREAS, the 2021 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement; and

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

WHEREAS, notice of the award of the 2021 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 that:

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

Section 2. The Board of Commissioners hereby amends 2018 Contract to allow for an additional amount not-to-exceed Thirty Thousand Dollars (\$30,000), in accordance with the rates and for the categories of work set forth in the 2018 Contract.

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

Section 4. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2021 Contract with OMA NJ to perform and complete the Architecture Services for a term to expire upon completion of the Architecture Services and all related tasks, or twelve (12) months after the effective date of the 2021 Contract, whichever is earlier, payable as set forth in the Proposal for a total amount not to exceed Two Million Sixty Thousand Dollars (\$2,060,000), subject to the terms and conditions set forth in the 2021 Contract, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, undertake all other actions necessary to effectuate the 2021 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. The Agency shall publish notice of the award of the 2021 Contract in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a)(i).

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 18, 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 EXECUTION OF A REDEVELOPMENT AGREEMENT WITH LMC LAUREL-SADDLEWOOD HOLDINGS, LLC FOR PROPERTY IDENTIFIED AS BLOCK 11501, LOTS 1-39, COMMONLY KNOWN AS 1-15 LAUREL COURT, 2-20 LAUREL COURT, 1-19 SADDLEWOOD COURT, 2-20 SADDLEWOOD COURT AND 384 MANILA AVENUE, WITHIN THE LAUREL SADDLEWOOD REDEVELOPMENT AREA

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

WHEREAS, in accordance with the Redevelopment Law, the City established a condemnation area in need of redevelopment known as the Laurel Saddlewood Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the Laurel Saddlewood Redevelopment Plan (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, LMC Laurel-Saddlewood Holdings, LLC (the “**Redeveloper**”) proposes to redevelop certain property located within the Redevelopment Area identified on the official tax maps of the City as Block 11501, Lots 1-39, commonly known as 1-15 Laurel Court, 2-20 Laurel Court, 1-19 Saddlewood Court, 2-20 Saddlewood Court and 384 Manila Avenue (collectively, the “**Property**”); and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a 722,998 square foot multi-family residential development with approximately 810 residential units, 41 of which will be workforce housing units, together with certain other on- and off-site improvements, including those to be constructed in accordance with the Redevelopment Plan pursuant to a community benefits agreement by and between the Redeveloper and the City (collectively, the “**Project**”); and

WHEREAS, the Agency now wishes to designate the Redeveloper as “redeveloper” of the Property, as such term is defined in the Redevelopment Law, and enter into a redevelopment agreement (the “**Redevelopment Agreement**”) with Redeveloper to set forth in greater detail their respective undertakings, rights and obligations in connection with construction of the Project on the Property,

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

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

Section 2. The Board of Commissioners hereby designates LMC Laurel-Saddlewood Holdings, LLC as redeveloper of the Property.

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

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

Section 5. This Resolution shall take effect immediately.

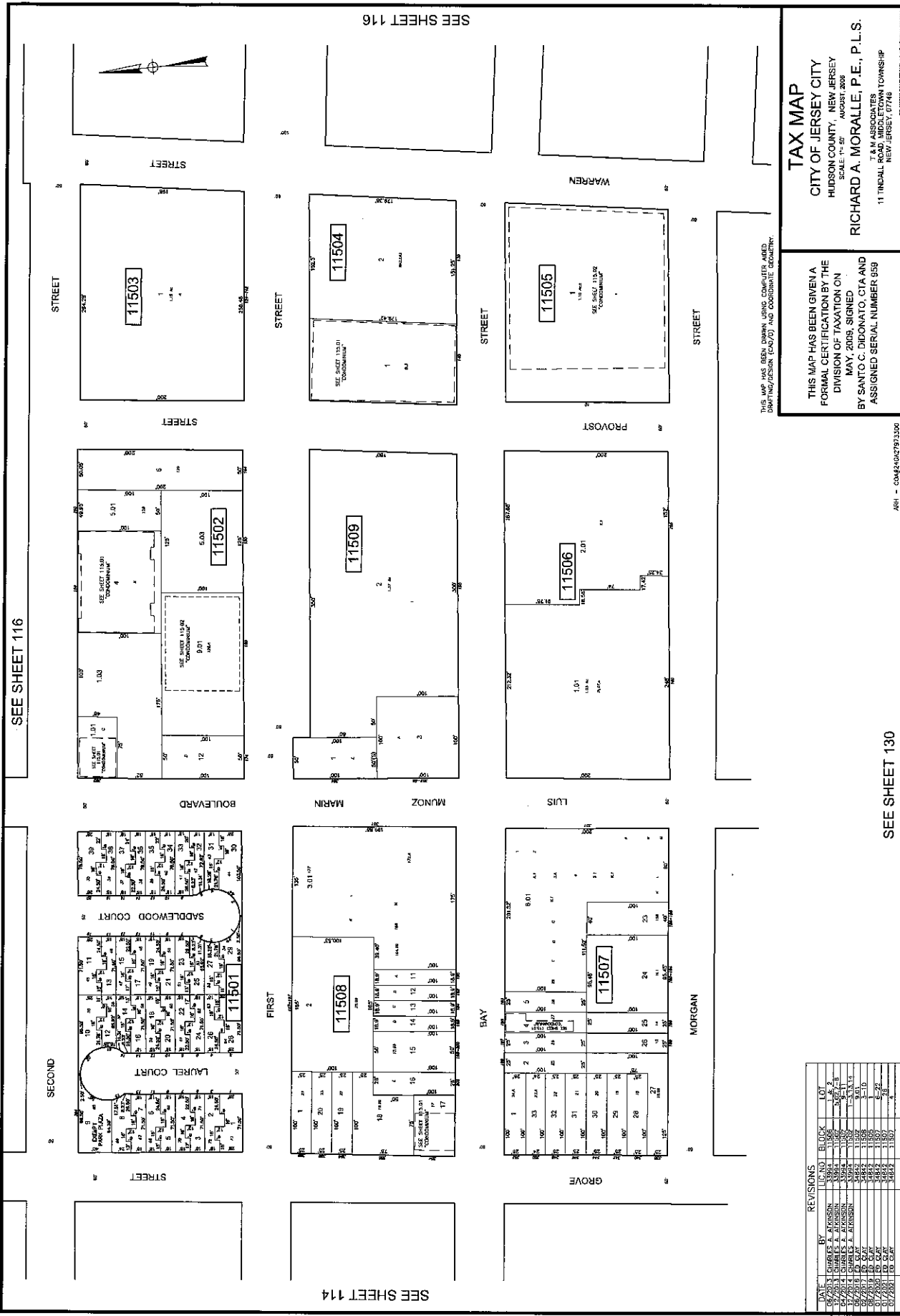
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 18, 2021.


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	✓			

Laurel Saddlewoods

115



115

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NOVUS EQUITIES, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 18901, LOTS 6-15, COMMONLY KNOWN AS 1052-1068 GARFIELD AVENUE AND 467, 461, AND 457 COMMUNIPAW AVENUE 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, pursuant to the Redevelopment Law, 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, certain property identified on the City’s tax maps as Block 18901, Lots 6-15, commonly known as 1052-1068 Garfield Avenue and 467, 461, and 457 Communipaw Avenue (collectively, the “Property”) is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, on September 17, 2018, the Board of Commissioners of the Agency adopted Resolution No. 18-09-11 conditionally designating Novus Equities, LLC (the “Redeveloper”) as redeveloper of the Property, which designation was subsequently extended, including most recently by Resolution No. 20-12-9 adopted on December 15, 2020; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until September 30, 2021, which expiration date may be extended in the sole discretion of the Agency’s Executive Director for one (1) additional period of thirty (30) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

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

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

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until September 30, 2021, which expiration date may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

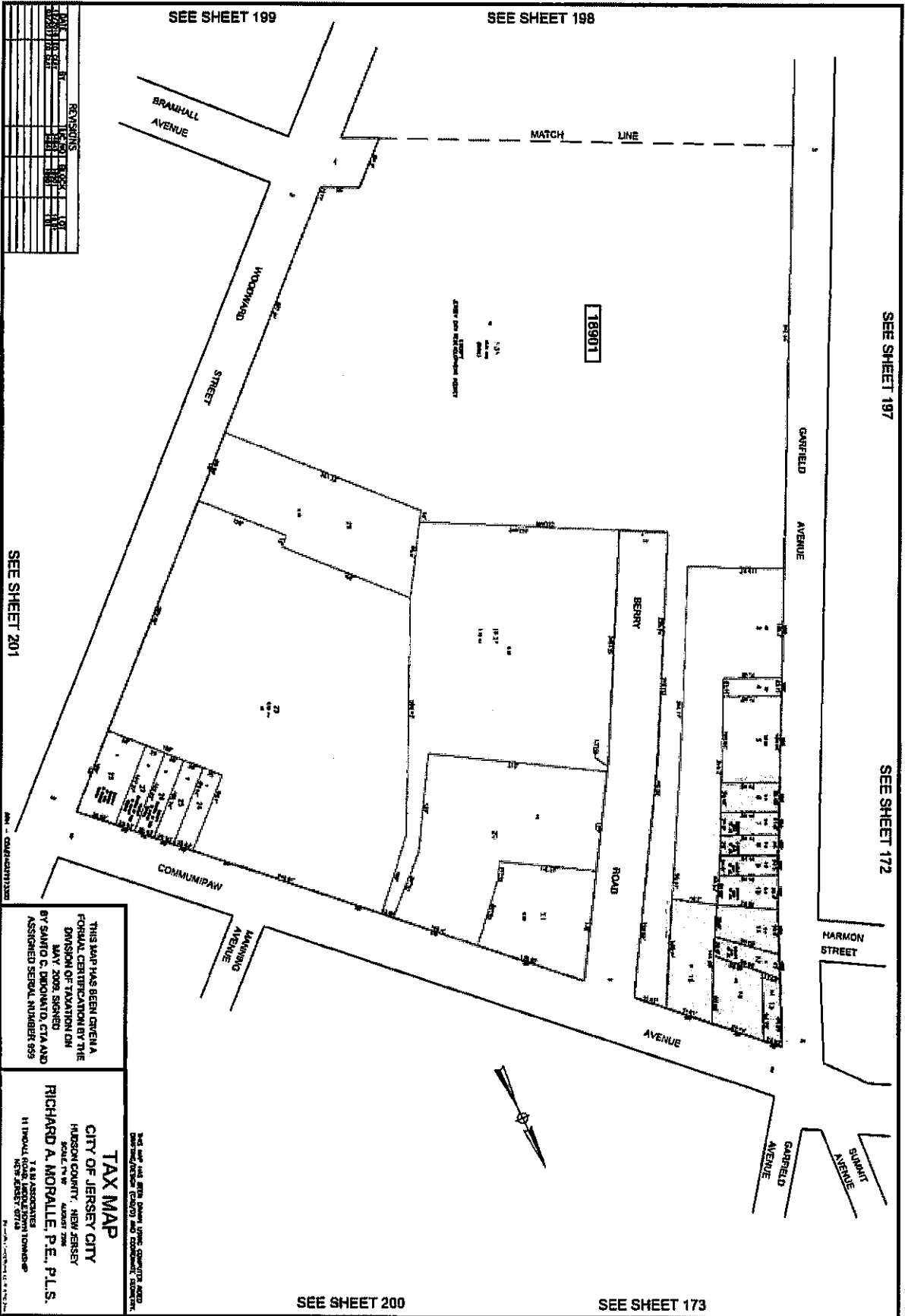
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of May 18, 2021.


Diana H. Jeffrey, Secretary

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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF GND JC HOLDINGS LLC AS REDEVELOPER OF CERTAIN PROPERTY IDENTIFIED AS BLOCK 20102, LOTS 36 AND 37 COMMONLY KNOWN AS THE STREET ADDRESS 385-387 COMMUNIPAW AVENUE WITHIN THE MORRIS CANAL 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, GND JC Holdings LLC ("**Redeveloper**") submitted an application to the JCRA to be designated redeveloper of Block 20102, Lots 36 and 37, commonly known as 385-387 Communipaw Avenue ("**Property**"), within the Morris Canal Redevelopment Plan area; and

WHEREAS, in accordance with the Morris Canal Redevelopment Plan, the Redeveloper specifically proposes to construct a five (5) story building with eighteen (18) residential units and two (2) commercial storefronts, with one (1) of the residential units being affordable housing ("**Project**"); and

WHEREAS, on December 15, 2020, by Resolution No. 20-12-11, the JCRA designated Redeveloper as redeveloper for the Property for a period of one hundred and twenty (120) days, which date could be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

WHEREAS, in order to allow the JCRA and Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the Project, the JCRA wishes to grant a first extension of the Redeveloper's designation as redeveloper of the Property for an additional period of one hundred and twenty (120) days, which date can be extended for an additional thirty (30) days in the sole discretion of the Executive Director of the JCRA; and

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

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

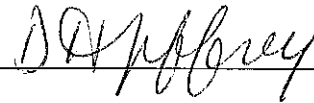
Section 2. The designation of the Redeveloper as redeveloper for the Property is hereby extended for a period of one hundred and twenty (120) days, subject to an additional thirty (30) day extension in the sole discretion of the Executive Director of the JCRA, to allow the JCRA and the Redeveloper to complete negotiations and enter into a Redevelopment Agreement for the redevelopment of the Property.

Section 3. If, by September 15, 2021, or such later date as established by the Executive Director in accordance with Section 2 hereof, the JCRA and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper shall automatically expire without any need for any further action of the Board.

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

Section 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 their Regular Meeting of May 18, 2021.

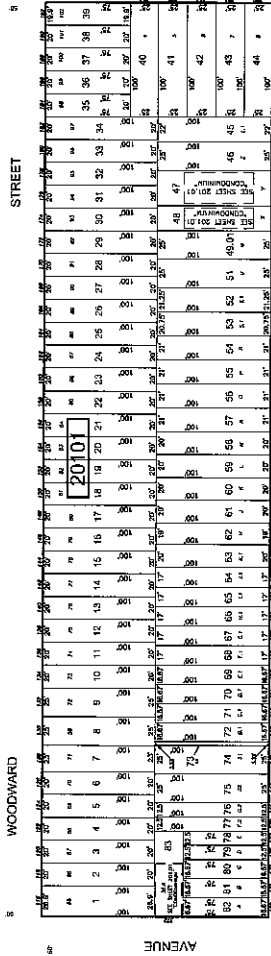


Diana H. Jeffrey, Secretary

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

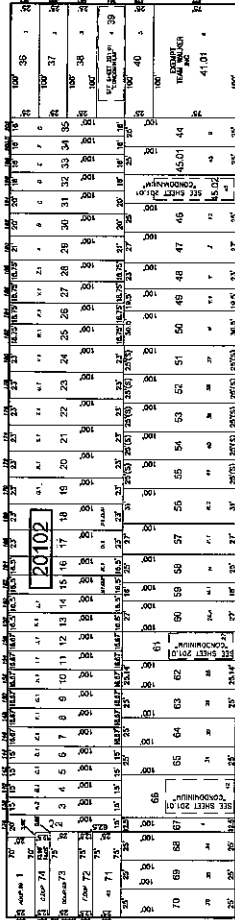
REVISIONS			
DATE	BY	REASON	LOT
11/2012	EDGAR	2012	48, 50
07/2012	EDGAR	2012	39
07/2012	EDGAR	2012	39

SEE SHEET 189



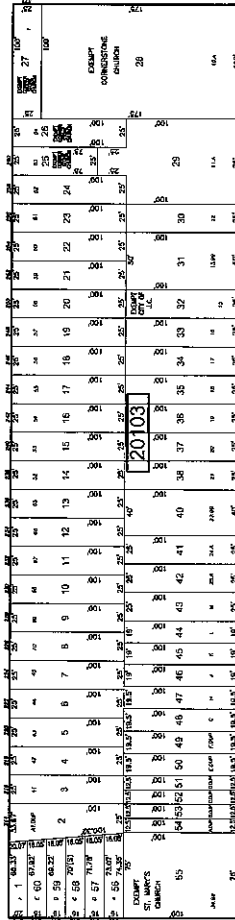
VAN-HORNE STREET

WOODWARD AVENUE



HALLADAY STREET

VAN-HORNE STREET

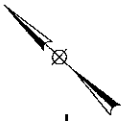


PACIFIC AVENUE

HALLADAY STREET

SEE SHEET 199

SEE SHEET 200



TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.
T.A.M. ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

SEE SHEET 202

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING (CAD) SOFTWARE AND COORDINATE GEOMETRY
GCS - NAD 83 - COMPOUND PROJECTION (NAD 83) AND COORDINATE GEOMETRY

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF THE FIFTH AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH 100 MONITOR STREET LLC AND MAPLE STREET ROW LLC FOR PROPERTY IDENTIFIED AS BLOCK 15802, LOTS 1.01 AND 2.01, COMMONLY KNOWN AS 100 MONITOR STREET AND 72 MONITOR STREET, 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 powers to implement redevelopment plans and carry out redevelopment projects in the City in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Act**”); and

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

WHEREAS, on or about January 20, 2016, the Agency and Morris Canal Incentives Urban Renewal, LLC (the “**MCIUR**”), entered into that certain Amended and Restated Redevelopment Agreement with respect to a project to be developed in two phases on property located at Block 15802, Lot 1.01 known as 100 Monitor Street and Block 15802, Lot 2.01 known as 72 Monitor Street, Jersey City, New Jersey (as amended on May 17, 2016, December 28, 2016, May 31, 2017 and April 4, 2019, the “**Redevelopment Agreement**”); and

WHEREAS, pursuant to an Assignment and Assumption Agreement dated as of December 28, 2016, MCIUR assigned all rights and obligations under the Redevelopment Agreement to 100 Monitor Street LLC and Maple Street ROW LLC (collectively, the “**Redeveloper**”); and

WHEREAS, the Agency and the Redeveloper desire to further amend the Redevelopment Agreement in order to permit conveyance of title to the Commercial Unit (as defined in the Redevelopment Agreement) to the City instead of the Agency, and to modify the description of the improvements to be constructed in the Commercial Unit; and

WHEREAS, after review and consideration of this matter, the Agency desires to memorialize such amendments in a Fifth Amendment to the Amended and Restated Redevelopment Agreement (the “**Fifth Amendment**”), a copy of which is on file with the Agency,

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

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

Section 2. The Board of Commissioners hereby authorizes the Fifth Amendment as set forth herein.

Section 3. Except as expressly authorized herein, all other terms of conditions of the Agreement shall remain the same.

Section 4. The Chairman, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Fifth Amendment and any and all other documents necessary to effectuate this Resolution, in substantially the form described herein, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Executive Director, in conjunction with the Agency's counsel.

Section 5. The Chairman, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Fifth Amendment and this Resolution.

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 the Regular Meeting of May 18, 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	✓			
Hon. Denise Ridley	✓			
Hon. Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE MODIFICATION OF THE DESCRIPTION OF THE PROJECT TO BE CONSTRUCTED BY FD JOHNSTON AVE LLC, ON PROPERTY IDENTIFIED AS BLOCK 15801, LOTS 49 AND 50, COMMONLY KNOWN AS 262 JOHNSTON AVENUE, LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

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

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

WHEREAS, the Board of Commissioners of the Agency previously adopted Resolution No. 20-06-12 on June 16, 2020 authorizing the execution of a redevelopment agreement (the “Original Agreement”) with FD Johnston Ave, LLC (the “Redeveloper”), and Resolution No. 20-09-19 on September 15, 2020 authorizing the execution of a First Amendment to the Redevelopment Agreement (the “First Amendment” together with the Original Agreement, the “Redevelopment Agreement”); and

WHEREAS, the Redevelopment Agreement described the project to be constructed on the Property to consist of a twenty-four (24) story mixed-use building with approximately 168 residential units (13 studios, 111 one-bedrooms, and 44 two-bedrooms), 11 affordable housing units (7 one-bedrooms and 4 two-bedrooms), and approximately 7,924 square feet of retail/commercial space; and

WHEREAS, subsequent to the approval of the Redevelopment Agreement, the Redeveloper applied for site plan approval with the Jersey City Planning Board (the “Planning Board”); and

WHEREAS, in accordance with the Planning Board’s resolution, the description of the project to be constructed on the Property has been modified such that the project will consist of 169 residential units (23 studios, 104 one-bedrooms, 21 two-bedrooms and 21 three-bedrooms), 11 of which shall be affordable housing units (2 studios, 6 two-bedrooms and 3 three-bedrooms), and approximately 9,018 square feet of retail/commercial space (the “Project”),

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

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

Section 2. The Board of Commissioners hereby approves the modification of the Project to be constructed on the Property in accordance with the Planning Board's resolution.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute any and all 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 May 18, 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	✓			

#17

Withdrawn

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RUBEN RANDY ENTERPRISE, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 24002, LOT 48, COMMONLY KNOWN AS 101 BIDWELL AVENUE WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the property located at Block 24002, Lot 48 and commonly known as 101 Bidwell Avenue (the "Property") has been placed by the City of Jersey City (the "City") upon the City's abandoned property list in accordance with the requirements of 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"); and

WHEREAS, the Property is also located within the Scatter Site Redevelopment Area and is governed by the Scatter Site Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the City has entered into a shared services agreement with the Jersey City Redevelopment Agency (the "Agency") authorizing the Agency to take actions on behalf of the City with regard to properties on the City's abandoned property list; and

WHEREAS, pursuant to this shared services agreement and pursuant to the Agency's powers as a redevelopment agency under the Local Redevelopment and Housing Law, the Agency is authorized to contract with redevelopers for the development of abandoned properties located within redevelopment areas; and

WHEREAS, the Property is owned by Ruben Randy Enterprise, LLC; and

WHEREAS, Ruben Randy Enterprise, LLC has filed an application with the Agency seeking designation as the redeveloper of this abandoned property; and

WHEREAS, based upon its review of the submissions and presentations made by representatives of Ruben Randy Enterprise, LLC, the Agency has determined that Ruben Randy Enterprise, LLC has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the provisions of the Redevelopment Plan; and

WHEREAS, the Agency has negotiated a Redevelopment Agreement with Ruben Randy Enterprise, LLC and wishes to authorize the approval and execution of that Redevelopment Agreement in substantially the form attached hereto.


NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with Ruben Randy Enterprise, LLC for the redevelopment of the property located at Block 24002, Lot 48 and commonly known as 101 Bidwell Avenue (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director,

Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with Ruben Randy Enterprise, LLC on behalf of the Agency; and

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed Redevelopment Agreement to the Agency's redevelopment counsel, David A. Clark, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 and to the attorney for Ruben Randy Enterprise, LLC, Constantine Bardis, Esq., The Law Office of Constantine Bardis, LLC, 1800 Main Street, Lake Como, NJ 07719.

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 May 18, 2021.


 SECRETARY

THIS AGREEMENT (the “Agreement” or the “Redevelopment Agreement”) made on or as of the ____ day of _____, 2021 by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the “Agency”), an autonomous agency of the City of Jersey City with offices at 4 Jackson Square, Jersey City New Jersey 07305, and **RUBEN RANDY ENTERPRISE, LLC** (the “Redeveloper”), a limited liability company with an address of 41 Dorothy Avenue, Edison, New Jersey 08837 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the New Jersey Legislature adopted the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the “NJURA”), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the “APRA”), and made findings within these statutes that abandoned properties, particularly those located within urban areas or in close proximity to occupied residences and businesses, create a wide range of problems for the communities in which they are located, fostering criminal activity, creating public health problems and otherwise diminishing the quality of life for residents and business operators in those areas, and that abandoned properties diminish the property values of neighboring properties and have a negative effect on the quality of life of adjacent property owners, increasing the risk of property damage through arson and vandalism and discouraging neighborhood stability and revitalization; and

WHEREAS, the NJURA and 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, the City’s Director of Housing Code Enforcement has 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; and

WHEREAS, the property located at 101 Bidwell Avenue in Jersey City which is identified on the City tax map as Block 24002, Lot 48 (the “Property”) has been placed upon the City’s abandoned property list in accordance with the requirements of the NJURA and the APRA; and

WHEREAS, the Property is also located within the Scatter Site Redevelopment Area and is governed by the Scatter Site Redevelopment Plan (the “Redevelopment Plan”); and

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

WHEREAS, the Agency has also entered into a shared services agreement with the City to assist the City with its abandoned property program and to identify and contract with redevelopers for the rehabilitation of abandoned property located within the City; and

WHEREAS, the Redeveloper is the owner of the Property and has represented to the Agency that it is willing and able to serve as the designated redeveloper of the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, based upon its review of the submissions and presentations made by representatives of the Redeveloper, the Agency has determined that the Redeveloper has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the provisions of this Agreement and the requirements of the Redevelopment Plan; and

WHEREAS, the Parties now wish to enter into this Redevelopment Agreement in order to memorialize the terms and conditions of their agreement with regard to the redevelopment of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties hereto and general public, and to implement the purposes of the LRHL and the Redevelopment Plan, the Parties do hereby covenant and agree each with the other as follows:

ARTICLE 1

DEFINITIONS

1.1. Defined Terms. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“Affiliate” means an entity which is controlled by the Redeveloper. The term “control” as used with respect to any party, means the ownership, directly or indirectly of more than 50% of the voting stock of such corporation (or its equivalent for a limited liability company or partnership), or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, partnership, association or other entity or organization, or to receive, directly or indirectly, more than 50% of the profits of such corporation, partnership, association or other entity or organization (whether through the ownership or voting stock, by contracts or otherwise).

“Agency” means the Jersey City Redevelopment Agency, an autonomous agency of the City of Jersey City, with offices at 4 Jackson Square, Jersey City New Jersey 07305.

“Agency Costs” shall have the meaning set forth within Section 3.1 of this Agreement.

“Agreement” or “Redevelopment Agreement” shall mean this redevelopment agreement between the Agency and the Redeveloper.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses and other similar requirements applicable to this Agreement, the Project and/or the Property, including but not limited to the following: the LRHL; the Municipal Land Use Law, N.J.S.A. 40:55D -1 et seq.; the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; the Fair Housing Act, N.J.S.A. 50:27D-301 et seq.; the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; the New Jersey Green Acres Land Acquisition and Recreation Opportunities Act, N.J.S.A. 13:8A-35 et. seq. and the Green Acres regulations, N.J.A.C. 7:36-1.1 et seq.; all State and City laws governing historic preservation, including but not limited to N.J.S.A. 13:1B-15.128 et seq., the regulations promulgated thereunder, N.J.A.C. 7:4-2.4 et seq., and Title 40, Chapter 9 of the Municipal Code of the City of Jersey City, as each may be amended and supplemented; the zoning ordinances of the City of Jersey City, as and to the extent applicable pursuant to the terms of the Redevelopment Plan; relevant construction codes including construction codes governing access for people with disabilities; and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Act (if determined to be applicable to the Project).

“APRA” shall have the meaning set forth in the recital clauses above.

“Application” means any application for Governmental Approval submitted by or on behalf of the Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and complete the Project.

“Certificate of Completion” means written acknowledgment by the Agency in recordable form that the Redeveloper has completed construction of the Project on the Property in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” shall be as defined in the City’s Municipal Code and in the applicable provisions of the Uniform Construction Code.

“City” means the City of Jersey City, New Jersey.

“Commence Construction”, “Commencement of Construction”, or “Commencement Date” shall mean the date on which the construction force and machinery are mobilized for construction of the Project on the Property and physical construction begins, which may include clearing and grading, as applicable in accordance with Governmental Approvals.

“Completion of Construction”, “Complete Construction” or “Completion Date” means the date on which the Redeveloper has completed construction of the Project on the Property as evidenced by the issuance of a Certificate of Completion for the Project.

“Completion Notice” or “Notice of Completion” means a written notification of Completion of Construction and request by the Redeveloper for the issuance by the Agency of a Certificate of Completion for the Property.

“Construction Period” means the period of time beginning on the Commencement Date and ending on the Completion Date for the Property.

“Construction Schedule” means the timetable and performance milestones for design, obtaining Governmental Approvals, environmental remediation (if necessary), site preparation, and Completion of Construction of the Project on the Property, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement, as set forth more fully within **Schedule C** to this Agreement.

“Days” shall mean calendar days.

“Declaration of Covenants and Restrictions” or “Declaration of Restrictions” means the redevelopment covenants and restrictions that will encumber the Property and run with the land, setting forth certain undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership and redevelopment of the Property, all as more particularly described in Article 7 of this Agreement.

“Default” means a condition or event which constitutes or would constitute, after notice and a right to cure or lapse of time or both, an Event of Default as more particularly defined in Article 10 of this Agreement.

“Effective Date” means the date of complete execution of this Agreement by the Redeveloper and the Agency.

“Environmental Laws” means any and all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances materials or wastes, 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. sect. 9601-9675; the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. sect. 6901, et seq.; the Clean Water Act, 33 U.S.C. sect. 1251, et seq.; the New Jersey Spill Compensation and Control Act (the “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, as now in force or as

may hereinafter be modified or amended.

“Event of Default” shall have the meaning set forth within Section 10 of this Agreement.

“Force Majeure Event” means causes beyond the reasonable control and not due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Construction Schedule is agreed to); acts of the public enemy; acts of war; fire; epidemics; quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters; or unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project). The consequential effects of a Force Majeure Event (e.g. impact on market conditions) shall not be considered a Force Majeure Event. During any Force Majeure Event that affects only a portion of the Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of a Force Majeure Event shall not prevent the Agency from issuing a Notice of Default or from the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

“Governmental Approvals” means all final and unappealable local, state and federal governmental approvals necessary or appropriate for implementation and completion of the Project on the Property in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to wetlands and storm water drainage permits; permits, consents, permissions or approvals relating to historic preservation matters; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Minority” or “Minorities” means a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“NJDEP” shall mean the New Jersey Department of Environmental Protection.

“NJURA” shall have the meaning set forth in the recital clauses above.

“Notice of Default” shall have the meaning set forth in Section 10.1(a) of this Agreement.

“Parties” means the Agency and the Redeveloper.

“Planning Board” shall mean the Jersey City Planning Board.

“Prevailing Wage Act” shall mean the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

“Professional Costs” shall have the meaning set forth within Section 3.1(c) of this Agreement.

“Professional Costs Escrow” shall have the meaning set forth within Section 3.1(c) of this Agreement.

“Project” shall have the meaning set forth within Section 2.4 and **Schedule B** of this Agreement.

“Property” shall mean the real property located at 101 Bidwell Avenue in Jersey City which is identified on the City tax map as Block 24002, Lot 48 as also described within **Schedule A** of this Agreement.

“Redeveloper” shall mean Ruben Randy Enterprise, LLC, a limited liability company with an address of 41 Dorothy Avenue, Edison, New Jersey 08837.

“Redevelopment Plan” means the Scatter Site Redevelopment Plan and/or any other redevelopment plan adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

“Remediation” or **“Remediate”** means all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes on or migrating from the Property, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action.

“Termination Notice” shall have the meaning set forth within Section 10.3 of this Agreement.

ARTICLE 2

REDEVELOPER DESIGNATION; TERM OF AGREEMENT; THE PROJECT

2.1 Redeveloper Designation. The Agency hereby designates and appoints the Redeveloper as the redeveloper of the Property. In connection with such designation and appointment, the Redeveloper shall have the exclusive right and obligation to perform development and redevelopment activities on the Property under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan, and Applicable Laws.

2.2 Redevelopers' Scope Of Undertaking. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include the following: all aspects of the design; development; Remediation (if necessary); site preparation; construction and operation of the Project on the Property, including, without limitation, engineering, permitting, and the performance of or contracting for and administration and supervision of all construction required in connection with the Project; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop the Project on the Property; all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing; and the ongoing maintenance of the Property.

2.3 Term Of Agreement. This Agreement shall commence on the Effective Date and shall expire upon either the termination of this Agreement or the issuance of a Certificate of Completion for the Project (except with regard to those provisions herein which expressly survive the issuance of a Certificate of Completion).

2.4 The Project. The project shall consist of the rehabilitation of the house located on the Property in a manner consistent with the requirements of the Redevelopment Plan and any other zoning requirements governing the Property so that the home qualifies for and obtains a Certificate of Occupancy (the "Project"). All Applications submitted by or on behalf of the Redeveloper shall conform in all material respects to the Redevelopment Plan and all Applicable Laws.

2.5 Recommendation Regarding Removal Of Property From the Abandoned Property List. Upon issuance of a Certificate of Completion, the Agency shall recommend to the Public Officer appointed under the APRA that he or she remove the Property from the abandoned property list maintained by the City.

ARTICLE 3 **AGENCY COSTS**

3.1 Agency Costs.

3.1(a) Agency Costs Generally. The Redeveloper shall be solely responsible to pay all Agency Costs. As set forth more fully within Sections 3.1(b)-3.1(d) below, the Agency Costs shall be comprised of: (i) the annual administrative fee; and (ii) the Professional Costs.

3.1(b) Administrative Fee. (i) The Redeveloper shall pay the Agency an annual administrative fee in the amount of two thousand five hundred (\$2,500.00) dollars per year to compensate the Agency for its internal costs arising from this Redevelopment Agreement and the Project. The Agency acknowledges that it has received a five thousand (\$5,000.00) dollar payment from the Redeveloper for the application fee for this Project and for another Project involving the development of 116 Grant Avenue. The Agency further acknowledges that it will apply half of this application fee, or two thousand five hundred (\$2,500.00) dollars, as a credit against the Redeveloper's obligation to pay the first year's administrative fee, and that no further payments shall be required from the redeveloper for the first year's administrative fee. If this Redevelopment Agreement continues into future years, any subsequent administrative fee payments shall be due on an annual basis on each anniversary of the Effective Date of this Agreement. The requirement

for the Redeveloper to pay the Agency an annual administrative fee shall continue until the issuance of a Certificate of Completion for the Project or the expiration of the term of this Agreement, whichever occurs first.

(ii) In the event that the Redeveloper seeks a material modification or amendment to this Agreement, the Redeveloper shall remit an application fee to the Agency in the amount of five thousand (\$5,000.00) dollars to compensate the Agency for its internal costs relating to the review and processing of such modification or amendment. Such application fee shall be paid regardless of whether the Agency's Board ultimately approves or disapproves the modification or amendment request.

3.1(c) Professional Costs Escrow. The Redeveloper shall also be solely responsible to pay all of the reasonable professional costs and expenses incurred by the Agency in connection with this Agreement and the Project, including but not limited to the reasonable attorney's fees, engineering fees, or other outside consultants' fees (but specifically excluding compensation to the Agency for work performed internally by Agency employees) incurred by the Agency relating to the drafting and negotiation of this Agreement and any professional costs incurred during the pendency of the Project, including the drafting of a Certificate of Completion (the "Professional Costs"). The Redeveloper shall be responsible to fund an escrow account to be held by the Agency for use by the Agency in paying the Professional Costs (the "Professional Costs Escrow"). Simultaneously with its submission of the executed Redevelopment Agreement to the Agency, the Redeveloper shall pay the Agency the sum of five thousand (\$5,000.00) dollars to be deposited by the Agency into the Professional Costs Escrow and used for the purposes authorized herein. If the Professional Costs Escrow is depleted and there are still Professional Costs to be paid, the Agency shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the Professional Costs Escrow in an amount to be determined by the Agency and, within fifteen (15) Days of its receipt of such written notice, the Redeveloper shall replenish the Professional Costs Escrow in that amount. Upon the completion of the Project, or upon the termination of the Agreement, any funds remaining in the Professional Costs Escrow shall first be utilized to fully satisfy any outstanding Professional Costs, and then any remaining funds shall be promptly returned by the Agency to the Redeveloper.

3.1(d) Escrow Procedures. The Professional Costs Escrow shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in segregated, non interest-bearing accounts referenced to the Agreement. The Agency shall use the escrow account in accordance with the provisions of this Redevelopment Agreement. All professional staff, retained professionals and outside consultants shall bill their time in tenth (1/10) hour increments in accordance with their current contracts with the Agency.

ARTICLE 4

IMPLEMENTATION OF THE PROJECT

4.1 Implementation Of The Project. For so long as this Agreement shall remain in effect,

the Redeveloper shall have the exclusive right to redevelop or rehabilitate the Property. The Redeveloper agrees to redevelop or rehabilitate the Property in accordance with the terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals applicable thereto. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class developments.

4.2 Predevelopment Activities and Governmental Approvals.

4.2(a) Governmental Approvals. The Redeveloper shall cause to be prepared and filed, at Redeveloper's sole cost and expense, all applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Construction Schedule attached hereto as Schedule C. All of the applications shall be in conformity with the Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. The Redeveloper shall provide the Agency with a copy of each application at the same time those applications are submitted to the governmental agency having jurisdiction over the same and shall have a continuing obligation, at the request of the Agency, to promptly provide the Agency with copies of all correspondence to and from each governmental agency relating to these applications.

4.2(b) Diligent Pursuit Of Governmental Approvals. The Redeveloper agrees to prosecute all of the Redeveloper's applications for Governmental Approvals diligently and in good faith. Subject to the requirements of Applicable Law and unless expressly provided otherwise in this Agreement, the Redeveloper shall determine when and in what order to file each specific application. At the Redeveloper's reasonable request, the Agency will, in its reasonable judgment, sign consents or other documents required in connection with the Redeveloper's applications for Governmental Approvals and will supply information which is in the Agency's possession respective thereto. The Agency will, in its reasonable judgment, otherwise cooperate with and support the Redeveloper in connection with the applications for Governmental Approvals as the Redeveloper and the Redeveloper's counsel may reasonably request.

4.2(c) Appeals. If one or more of the Redeveloper's applications for Governmental Approvals is denied, or approved with conditions that the Redeveloper in its commercially reasonable judgment deems unacceptable, then unless the Agency consents in advance to a different course of action, the Redeveloper shall appeal or defend against such action, at its sole cost, and during the pendency of the appeal proceeding otherwise continue as the Redeveloper deems appropriate to seek the remaining Governmental Approvals. Redeveloper shall not be obligated to defend against an action by any person contesting or challenging the grant of Governmental Approvals to the Redeveloper, unless in Redeveloper's reasonable discretion it determines that such course of action is prudent.

4.2(d) Application For "Building Permits". The Redeveloper has already obtained the building permits necessary to construct the Project. If further permits are required, the Redeveloper shall promptly and in a commercially reasonable manner submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion for the Property.

4.3 Commencement And Completion Of Construction

4.3(a) Commencement And Completion Of Construction. The Redeveloper shall Commence Construction and shall Complete Construction of the Project in accordance with the Construction Schedule attached hereto as **Schedule C**. Any material change in the scope of the Project or extension of the projected Completion Date for the Project shall require the Agency's prior written approval, which may be granted or denied in the Agency's sole discretion. The Redeveloper agrees to simultaneously provide to the Agency copies of all construction schedules and project budgets that Redeveloper submits to potential lenders or investors in connection with the financing of the Project for the Property. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project on the Property. The Redeveloper understands that absent extraordinary and unforeseeable circumstances, the Agency will require strict compliance by Redeveloper as to the schedule for Commencement of Construction and Completion of Construction for the Project, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

4.3(b) Work To Be Performed By Redeveloper. The Redeveloper at its sole cost and expense shall perform all demolition, environmental Remediation, site preparation, construction, operation, administration and management of the Project on the Property. The Redeveloper hereby agrees that following an Event of Default or a termination of this Agreement, the Agency and anyone acting on the Agency's behalf shall be entitled to use the Redeveloper's site plan approval documents, governmental applications, and Governmental Approvals to complete the Project on the Property, without cost to or liability of the Agency (other than for actual services rendered to the Agency subsequent to the Event of Default or termination) and all agreements between the Redeveloper and its sub-contractors and consultants shall so provide. In addition, all performance or completion bonds provided by the Redeveloper's sub-contractors shall name the Agency as an intended beneficiary thereof, as its interests may appear.

4.3(c) Progress Reports And Project Oversight By The Agency. From the Commencement of Construction until the date that the Certificate of Completion is issued for the Project, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction. If so requested by the Agency, the Redeveloper agrees to attend progress meetings during the period of implementation of the Project, as follows:

(i) **Progress Meetings.** The Redeveloper shall attend and participate in periodic progress meetings as called by the Agency based on reasonable need therefore (as determined by the Agency in its sole discretion) to report on the status of the Project and to review the progress under the Construction Schedule.

(ii) **Progress Reports.** At each progress meeting, and at such other times as may be reasonably requested by the Agency, the Redeveloper shall submit to the Agency a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to its Construction Schedule, activities to be undertaken prior to the next regularly scheduled progress report, and any

unanticipated problems or delays and the explanation therefor. If the Redeveloper fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the Agency, or if Redeveloper conclusively determines between progress meetings that it will fail to meet a milestone or completion date on the Construction Schedule, the Redeveloper shall promptly provide written notice to Agency stating: (a) the reason for the failure to complete the applicable task, (b) the Redeveloper's proposed method for correcting such failure, (c) the Redeveloper's schedule for completing such task, and (d) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling the Redeveloper to an extension of the Completion Date or modification of the Construction Schedule for the Property, absent the Agency's prior written consent.

4.4 Certificate Of Occupancy And Certificate Of Completion. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy when necessary and appropriate for the Property as required under Applicable Laws. Following the issuance of the Certificate of Occupancy for the Property, and the satisfaction of the terms and conditions of this Agreement with respect to the Project on the Property by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Agency agrees to issue a Certificate of Completion for the Property, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations for the Property under this Agreement and has completed construction of the Project on the Property in accordance with the requirements of this Agreement. Within thirty (30) Days after receipt of the Notice of Completion for the Property from the Redeveloper, the Agency provide the Redeveloper with the Certificate of Completion for that particular Property or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in Default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Agency in order for the Redeveloper to be entitled to the Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project on the Property. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of the Certificate of Completion, the provisions of this Agreement shall no longer encumber the Property; provided, however, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction for the Property (including, without limitation and by of example only, any Deed restrictions, the Declaration of Restrictions, tax abatement agreements, and the like) shall not be affected by delivery of the Certificate of Completion for the Property.

4.5 Estoppel Certificates (Prior To Issuance Of Certificate Of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion for the Property, the Agency shall, within ninety (90) Days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Agency (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting

only modifications which shall be set forth), (ii) states whether to the best knowledge of the Agency the Redeveloper is in Default under this Agreement, and, if so, specifying each such Default of which the Agency shall have knowledge; and (iii) confirms such other factual matters within the Agency's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Property. The Redeveloper shall not request and the Agency shall not be required to issue more than two (2) Estoppel Certificates in any calendar year.

ARTICLE 5

REDEVELOPER'S FINANCIAL COMMITMENT AND PERFORMANCE SECURITY

5.1 Redeveloper's Financial Commitment. The Redeveloper represents that it has obtained or can obtain, and will commit the requisite equity and debt financing in an amount necessary to purchase the Property on the terms and conditions set forth herein, and to perform all of the Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project on the Property within the time periods required under this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations And Warranties By The Redeveloper. The Redeveloper makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein as of the date of this Redevelopment Agreement.

(b) No indictment has been returned against the Redeveloper.

(c) To the best of the Redeveloper's knowledge and belief after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of this Agreement, the Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair the Redeveloper's ability to perform the Project on the Property under this Agreement.

(d) The Redeveloper's execution and delivery of this Agreement and his performance hereunder will not constitute a violation of any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(e) All information and statements included in any information submitted by the Redeveloper to the Agency and its agents (including but not limited to Gluck Walrath, LLP) are complete, true and accurate in all material respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper, incorporated herein by reference, are being relied upon by the Agency and are a material factor in the decision of the Agency to enter into this Agreement.

(f) The Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project on the Property.

6.2 Representations And Warranties By The Agency. The Agency hereby makes the following representations and warranties:

(a) The Agency has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Agency is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(b) This Agreement is duly executed by the Agency, and is valid and legally binding upon the Agency and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the Agency is a party.

(c) To the best of the Agency's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the Agency pursuant to this Agreement.

6.3 Redeveloper Pay-to-Play Compliance.

6.3(a) Redevelopment Pay-to-Play Ordinance. The Redeveloper acknowledges that the City has adopted a Redevelopment Pay-to-Play Reform Ordinance, Ordinance 09-096 (the "PTP Ordinance").

6.3(b) Prohibition Regarding Contributions. In accordance with the PTP Ordinance, a redeveloper (as defined in Section 6.3(c) below) is prohibited from soliciting or making any contribution (as defined in Section 6.3(d) 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 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.

6.3(c) Redeveloper. As defined in N.J.S.A. 40A:12A-3, a "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 LRHL, 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 ten (10%) percent 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.

6.3(d) Contribution. As defined in N.J.A.C. 19:25-1.7, a "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 in to 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.

6.3(e) Compliance with City Ordinance 09-096. The Redeveloper agrees to comply with all the terms, conditions and requirements of the PTP Ordinance, as may be amended from time to time. The Redeveloper acknowledges that the contribution and disclosure requirements of the PTP Ordinance apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as a 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.

6.3(f) Violation. Any violation of the provisions of this Section 6.3 or of the PTP Ordinance shall constitute a breach of and default under this Agreement.

ARTICLE 7

COVENANTS AND RESTRICTIONS

7.1 Description Of Redeveloper's Covenants. The Redeveloper hereby covenants that it shall:

(a) in connection with its use or occupancy of the Project on the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed,

religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the LRHL and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, provided however, that Redeveloper shall not be deemed to be in breach if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project on the Property may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and under no circumstances can the Redeveloper undertake any construction or development of the Project for the Property not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement.

(c) in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or entities and in general do all things which may be requisite or proper for the construction and development of the Project on the Property in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that the Redeveloper shall not be deemed to be in breach of this covenant if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) use diligent efforts to (i) obtain all Governmental Approvals requisite to the construction and development of the Project on the Property including evidence satisfactory to the Agency that the Redeveloper's use of the Project on the Property is in compliance with this Agreement, the Redevelopment Plan, and all Applicable Laws, and (ii) ensure Completion of Construction of the Project within the time periods specified in the Construction Schedule.

(e) use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. The Redeveloper shall enter into such other agreements with respect to its development, financing, construction and management and operation of the Project containing such provisions as may be required by Applicable Law and such other provisions as may reasonably be requested by the Agency or as may reasonably be required by Governmental Approvals.

(f) except as otherwise permitted hereunder in the case of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment 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 on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use

commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

(h) not encumber, hypothecate or otherwise use the Project or the Property, or any part thereof, as collateral for an unrelated transaction.

(i) during construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards.

(j) cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) immediately notify the Agency of any material change in its financial condition from the information provided to the Agency by the Redeveloper, or any other material change in the Redeveloper's financial capability to design, develop, finance, construct and operate the Project on the Property in furtherance of the Agency's consideration in executing this Agreement with the Redeveloper if such change will materially impair the Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project on the Property (i.e. condominium or homeowner association) to maintain such improvements until the Redeveloper's conveyance of title pursuant to this Agreement.

The covenants and restrictions listed within this Section shall be binding upon the Redeveloper, its successors and assigns and shall be recorded against the Property either by recording this entire Redeveloper Agreement or by recording a separate Declaration of Covenants and Restrictions, within ninety (90) Days of the Effective Date of this Agreement. These covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below.

7.2 Effect And Duration Of Redeveloper Covenants. It is intended and agreed that the agreements and covenants set forth in this Agreement 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 Agency, its successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for the Project has been issued, provided however, that the covenants in Sections 7.1(a) and (l) shall remain in effect without limitation as to time except as otherwise provided herein.

ARTICLE 8

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Of Interests In Redeveloper, The Agreement Or The

Property. (a) The Redeveloper recognizes the importance of the Property to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Agency in entering into this Agreement. The Agency considers that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Redeveloper, and, in so doing, the Agency is relying on the obligations of the Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, prior to completion of the Project on the Property, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the Agency, which consent shall be granted or denied in the Agency's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) the Property; or (ii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(b) In the event that the prior written consent of the Agency is requested to a sale, transfer or assignment, the Redeveloper shall provide the Agency with evidence of the proposed transferee and/or assignee's financial capacity and experience evidencing their ability to complete the Project on the Property and the Agency shall have thirty (30) Days from receipt thereof to either grant such consent or provide reasons as to its denial of consent. Without limiting the Agency's discretion, at a minimum, any such approval for a sale, transfer or assignment will be granted only if the Agency determines that (i) the assignee is capable of completing the Project (or any portion of the Project being assigned), and that (ii) the assignee is assuming all responsibilities of the Redeveloper under this Agreement as to the Project (or any portion of the Project being assigned).

8.2 Exemption From Prohibited Transfers. Notwithstanding the foregoing, with prior knowledge of the Agency by written notice from the Redeveloper, the following shall not constitute a prohibited transfer for purposes of Section 8.1 and shall not require the consent of the Agency:

Conveyance of the Property or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (a) if such conveyance is to third parties to which easements would conventionally be granted in connection with services (i.e. utility companies); or (b) if such conveyance is to an Affiliate, provided that (i) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (ii) a copy of the written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be delivered to the Agency for review and approval prior to execution, and

once approved and executed, fully executed copies provided to the Agency promptly; and (iii) such conveyance or assignment does not violate any of the Government Approvals.

8.3 Consent To Permitted Transfers. The Agency hereby consents, without the necessity of further approvals from any entity, to the following permitted transfers: (a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement provided, however, that: (i) the Redeveloper shall give the Agency at least fifteen (15) Days prior written notice of such permitted transfer, including a description of the nature of such permitted transfer, and the name(s) and address(es) of the transferee and any parties, individuals or entities involved in such permitted transfer; (ii) the Redeveloper shall simultaneously provide to the Agency true and complete copies of all construction schedules and project budgets submitted to such mortgagee; and (iii) the amount of such mortgage, lien or other encumbrance does not exceed the Redeveloper's costs associated with the acquisition, development, construction and marketing of the Project (including soft costs); and (b) the sale and/or lease of the Property subsequent to the issuance of a Certificate of Completion for the Property.

8.4 Prohibition Against Speculative Development. Because of the importance of the development of the Property to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Property and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation the Property as provided herein, and not for speculation in land holding.

8.5 Information As To Ownership Of Redeveloper. In order to assist in the effectuation of the purpose of this Article 8, within seven (7) Days of the Effective Date, the Redeveloper shall submit to the Agency an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by a manager of the Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in the Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to N.J.S.A. 40:55D-48.2 and as is required under N.J.S.A. 52:25-24.2.

- (a) At least annually during the period between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Agency, the Redeveloper will submit to the Agency an updated incumbency certificate and keep same current.
- (b) The Redeveloper will immediately notify the Agency in writing of any and all changes whatsoever in the ownership of the Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the

degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

- (c) The Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement subscribed and sworn to by managing member of the Redeveloper, setting forth all of managing members, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper's entity, their names and the extent of such interest.

ARTICLE 9

MORTGAGE FINANCING

9.1 Mortgages, Liens, Or Other Encumbrances. Prior to the issuance of a Certificate of Completion, the Redeveloper shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Project on the Property, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same.

9.2 Obligations Of Mortgagee. Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project for any of the Property or to guarantee such construction or completion; provided that nothing in this Article or any other Article or provision of this Redevelopment 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 project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

9.3 Notice Of Default To Mortgagee And Right To Cure. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper under this Redevelopment Agreement, the Agency shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Agency a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the Agency are concerned) have the right, at its option, within thirty (30) Days after receipt of a Notice of Default, to cure any such Default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the lender promptly begins to take actions to correct the Default upon

its receipt of notice thereof or, if required, upon its obtaining possession of the Property, and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the Agency otherwise consents in writing to an extension of time.

ARTICLE 10

EVENTS OF DEFAULT

10.1 Events Of Default. Any one or more of the following shall constitute an Event of Default hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of the Redeveloper or the Agency to observe or perform any covenant, condition, representation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as a Default, and the continuance of such failure, act or omission for a period of thirty (30) Days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"); provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(b) (i) If the Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project on the Property in accordance with this Agreement and the Construction Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Construction Schedule related to the Project; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Agency

(unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) Days after receipt by the Redeveloper of a Notice of Default; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(d) There is a transfer of the Property, or interest therein, or an assignment of Redeveloper's interest in this Agreement that does not comply with the requirements of Article 8.

(e) The material breach of any warranty or representation made by the Redeveloper or the Agency.

(f) The violation by the Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(g) The Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments or payments in lieu of taxes applicable to the Property, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency.

10.2 Remedies Upon Event Of Default. Whenever any Event of Default of the Redeveloper shall have occurred, the Agency may, on written notice to the Redeveloper (a "Termination Notice"), terminate this Agreement and the Redeveloper's designation as the exclusive Redeveloper for the Property and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement. In addition, the Redeveloper shall be responsible for any and all costs or expenses incurred by the Agency, including reasonable attorney's fees, incurred in connection with the termination of this Agreement, the termination of the Redeveloper's designation, and any and all other action take at law or in equity by the Agency to enforce the terms of this Agreement. Whenever any Event of Default of the Agency shall have occurred, the Redeveloper, after issuance of a Termination Notice to the Agency, may take whatever action at law or in equity as may appear necessary or desirable to enforce the terms of this Agreement.

10.3 Force Majeure Extension. For the purposes of this Agreement, neither the Agency nor the Redeveloper shall be considered in breach or in Default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose

and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Agency or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than ninety (90) Days after the occurrence thereof.

10.4 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Agency in asserting any of its rights or remedies as to any Default by Redeveloper, shall not operate as a waiver of such Default, or of any such rights or remedies, or to deprive the Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.5 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.6 Failure or Delay by Either Party. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default, shall not operate as a waiver of any Default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.7 Replacement Of Redeveloper. Upon termination of this Agreement by the Agency due to an Event of Default by the Redeveloper the Agency shall, pursuant to its responsibilities under Applicable Law, use reasonable efforts to designate a replacement developer for the Project on the Property. Such replacement redeveloper shall be designated as soon and in such a manner as the Agency shall find feasible and consistent with the objectives of the Applicable Law and of the Redevelopment Plan. The Redeveloper shall deliver to the Agency originals of all Project documents for the Property to the extent that such documents are in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Project documents for the Property and other rights and agreements pertaining to the Project on the Property in favor of the Agency.

ARTICLE 11 **INSURANCE**

11.1 Insurance – General Requirements. Within thirty (30) Days of the Effective Date of this Agreement, and at all times thereafter until the earlier to occur of the termination of this Agreement or such time as the Agency issues a Certificate of Completion for the Project in

accordance with the provisions of this Agreement, the Redeveloper shall maintain, or cause to be maintained by its contractors, who shall name the Agency as an additional named insured and provide proof of same, insurance for the mutual benefit of the Agency and the Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Agency or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

(b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the Agency from time to time, but not less than \$2,000,000.00 per occurrence in respect of injury or death and \$4,000,000.00 aggregate general liability policy;

(c) Workers compensation insurance in an amount not less than \$1,000,000.00 or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors;

(d) Builder's risk insurance; and

(e) Such coverage may be maintained through policies obtained by contractors retained by the Redeveloper so long as such policies identify the Redeveloper and the Agency as additional insureds thereunder.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, as to the Project on the Property shall cease upon the issuance of a Certificate of Completion for the Project.

The Redeveloper shall furnish the Agency with satisfactory proof that it has obtained all applicable insurance as described in this section from insurance companies or underwriters reasonably satisfactory to the Agency. The Redeveloper shall furnish to the Agency certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The certificates shall be submitted promptly prior to the date that the Redeveloper enters onto the Property pursuant to the terms of this Agreement and the Redeveloper shall not be entitled to enter onto the Property or to exercise any other rights hereunder until the certificate has been received and verified. Until construction of the Project on the Property is completed and a Certificate of Completion issued, the Redeveloper shall, on an annual basis, provide the Agency with proof that the aforesaid insurance policies are being maintained.

11.2 Insurance –Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A" or better by A.M. Best and reasonably acceptable to the Agency. On or before the Closing Date for the Property, a certificate procured by the Redeveloper pursuant to Section 11.1(or certificates thereof) will be

delivered to the Agency at least thirty (30) Days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redevelopers to the Agency as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in Section 11.1 will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Agency, notwithstanding any act or negligence of the Redeveloper which might otherwise result in forfeiture of said insurance, (b) such policies may not be canceled except upon thirty (30) Days prior written notice to each named insured and loss payee, and (c) the coverage afforded thereby must not be affected by the performance of any work in or about the Property.

11.3 Agency as Insured. All policies of insurance required herein shall name the Agency as an insured, as its interests may appear.

11.4 Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 11.1 under a blanket insurance policy or policies which can cover other property as well as the Property; provided, however, that any such policy of insurance provided for under Section 11.1 must (a) specify therein, or the Redeveloper shall furnish the Agency with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by Section 11.1 to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 Deductibles. All insurance provided under this Article 11 may contain loss deductible clauses in such maximum amounts as the Agency approves in its reasonable discretion.

11.6 Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the Agency and the Redeveloper.

ARTICLE 12

COMMUNITY INITIATIVES

12.1 Equal Employment Opportunity. The Redeveloper agrees that during construction of the Project:

(a) The Redeveloper will not discriminate against any employee of the Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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

that 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 or national origin.

(c) The obligations contained in this Article 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 Redeveloper shall so provide.

12.2 Project Employment Agreement.

12.2(a) Binding Agreements. If required by any other agreements entered into between the Parties, the Redeveloper shall and shall cause any of its agents and contractors to enter into contracts with the Agency and/or the City and comply with the Project Employment and Contracting Agreement and other Affirmative Action Policies as currently in effect, and as same may be amended from time to time.

12.2(b) Opportunities for Jersey City Residents in Construction Jobs and Contractors/ Subcontractors. The Redeveloper shall make a good faith effort to provide that the workforce engaged in the construction of the Project shall consist of Jersey City residents and that the contractors/subcontractors shall consist of companies with their principal place of business located in Jersey City, New Jersey. The Redeveloper shall be deemed to have satisfied the good faith effort requirement if the Redeveloper takes the following actions: (i) 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 Jersey City residents in the construction of the Project; (ii) work with the representative of the Jersey City Employment and Training Program ("JCETP") assigned to the Project so that the JCETP Representative may refer qualified Jersey City residents to contractors/subcontractors; (iii) notify the JCETP representative of any contracting opportunities that are available for the Project prior to bidding and/or execution of construction contracts so that the JCETP representative can provide the Redeveloper with a list of qualified Jersey City contractors who may be interested in performing and/or bidding on the work; and (iv) notify any Jersey City contractors that are provided to the Redeveloper by the JCETP representative of the opportunity to contract for the work and/or to bid on the Project. In the event that the Redeveloper, its successors or assigns executes a Project Employment & Contracting Agreement ("PECA") in conjunction with a financial agreement for long term tax exemption for the Project, compliance with the provisions of the PECA will be deemed compliance with this provision of the Agreement.

ARTICLE 13 **OTHER REDEVELOPER OBLIGATIONS**

13.1 Defense/Indemnification. (a) Except if arising or caused by the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper agrees to indemnify and hold the Agency and its agents, employees and/or representatives harmless against any litigation filed against the Agency and its agents, employees

and/or representatives challenging any aspect of the Agreement or the Project, including but not limited to, the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement, the Agency's acquisition of the Property by negotiated purchase or eminent domain, and the Agency's transfer of the Property to the Redeveloper thereunder. If such litigation is filed, the Agency shall retain control over the defense of such litigation and shall appoint counsel of its choice to defend the Agency in such litigation. The Redeveloper shall reimburse the Agency for the Agency's reasonable costs in defending such litigation and shall indemnify and hold the Agency harmless against any monetary judgment entered against the Agency in such litigation. The Agency shall promptly inform the Redeveloper of the filing of any litigation challenging the validity of the Project or of any governmental action taken by the Agency to effectuate the Project and shall have a continuing obligation to keep the Redeveloper apprised of the status of such litigation until the litigation is concluded.

(b) Using the Redeveloper's counsel or such other counsel as designated by the Redeveloper or the Redeveloper's insurers, the Redeveloper agrees to indemnify and hold harmless the Agency and its agents, employees and or/representatives, against, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, which the Agency may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, relating to the Redeveloper's activities in constructing the Project on the Property or based upon or arising out of contracts entered into by the Redeveloper which relate to the construction of the Project, whether as a result of Redeveloper's Default or out of the Redeveloper's acquisition, construction or installation of the Project on the Property, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties, which claims arise from the construction of the Project on the Property, the maintenance and functioning of improvements installed pursuant to the Project on the Property, or any other activities of the Redeveloper during the construction of the Project on the Property. The Parties agree that neither the Agency nor its directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the Agency and its directors, officers, agents, servants or employees harmless from any claim or suit by a third party in connection with the Redeveloper's obligations under this Agreement, except for any claim arising from the gross negligence or intentional or willful acts of the Agency or its directors, officers, agents, servants or employees.

(c) The Redeveloper, at its own cost and expense, shall defend any and all claims, suits and actions, as described more fully within Section 13.1(b), which may be brought or asserted against the Agency and its directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provide for in this Agreement from its obligation to defend the Redeveloper, the Agency, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

(d) The Redeveloper releases the Agency from, agrees that the Agency shall not be liable for, and agrees to hold the Agency harmless against any expense or damages incurred

because of any litigation commenced as a result of any action taken by the Agency with respect to this Agreement and the Project on the Property, except if caused by the gross negligence or willful misconduct of the Agency or its contractors, directors, officers, agents, servants or employees.

(e) Upon the commencement of any litigation referred to in this Section, or if and when the Agency incurs any costs, expenses or damages described in this Section, the Agency shall give the Redeveloper prompt written notice thereof.

(f) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer or employee of the Agency in his or her individual capacity and no recourse shall be had for any claim based hereunder against any member, officer or employee of the Agency or any natural person executing this Agreement.

(g) The covenants and other provisions of this Section shall survive the termination of this Agreement as to any and all claims arising from this Agreement or the Project.

ARTICLE 14 **MISCELLANEOUS**

14.1 Cooperation. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Agency further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the Agency shall constitute Agency Costs. The Agency further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation designating Agency staff liaisons to assist the Redeveloper in interacting with City departments, commissions, boards, authorities and the like.

14.2 Conflict of Interest. No member, official or employee of the Agency shall have any direct or indirect interest in this Redevelopment Agreement or the Project, nor participate in any decision relating to the Redevelopment Agreement or the Project which is prohibited by law.

14.3 No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Agency any money or other consideration for or in connection with this Redevelopment Agreement.

14.4 Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any Default or breach by the Agency, or for any amount which may become due to

the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.5 Non-Liability of Officials and Employees of the Redeveloper. Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the Agency, or any successor in interest, in the event of any Default or breach by the Redeveloper or for any amount which may become due to the Agency, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.6 Inspection of Books and Records. The Agency shall have the right, upon reasonable written notice to the Redeveloper, to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement. Such inspections must be performed at a time and in a manner so as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

14.7 Modification of Agreement. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Agency and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect. No waiver by the Agency or the 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 both the Agency and the Redeveloper.

14.8 Notices and Demands A notice, demand or other communication under this Redevelopment 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 overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Agency:

Diana Jeffrey, Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City New Jersey 07305

with copies to:

Christopher Fiore, Deputy Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City New Jersey 07305

and

David A. Clark, Esq.
Gluck Walrath, LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

As to the Redeveloper:

Ruben Randy Enterprise, LLC
41 Dorothy Avenue
Edison, New Jersey 08837

with copies to:

Constantine Bardis, Esq.
The Law Office of Constantine Bardis, LLC
1800 Main Street
Lake Como, NJ 07719

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) Days notice in advance of such change of address in accordance with the provisions hereof.

14.9 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.10 Severability. The validity of any Articles and Sections, clauses or provisions of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

14.11 Successors Bound. This Redevelopment Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

14.12 Governing Law; Jurisdiction and Venue. This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Redeveloper hereby

waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

14.13 Counterparts. This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.14 Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.15 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

14.16 Waiver. No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

14.17 Authorization. Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

WITNESS:

JERSEY CITY REDEVELOPMENT
AGENCY

By: _____
Name: Diana Jeffrey
Title: Executive Director

WITNESS:

RUBEN RANDY ENTERPRISE, LLC

By: _____
Name:
Title:

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

BE IT REMEMBERED, that on _____, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DIANA 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, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DIANA JEFFREY, the Executive Director and Secretary as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed his name thereto as attesting witness.

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

Notary Public of the State of NJ

My Commission Expires _____
(Affix Notarial Seal)

STATE OF NEW JERSEY)
) SS:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on _____, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the of RUBEN RANDY ENTERPRISE, LLC, a limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

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

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

SCHEDULE A
(PROPERTY DESCRIPTION)

The property located at located at 101 Bidwell Avenue in Jersey City which is identified on the City tax map as Block 24002, Lot 48.

SCHEDULE B
(PROJECT DESCRIPTION)

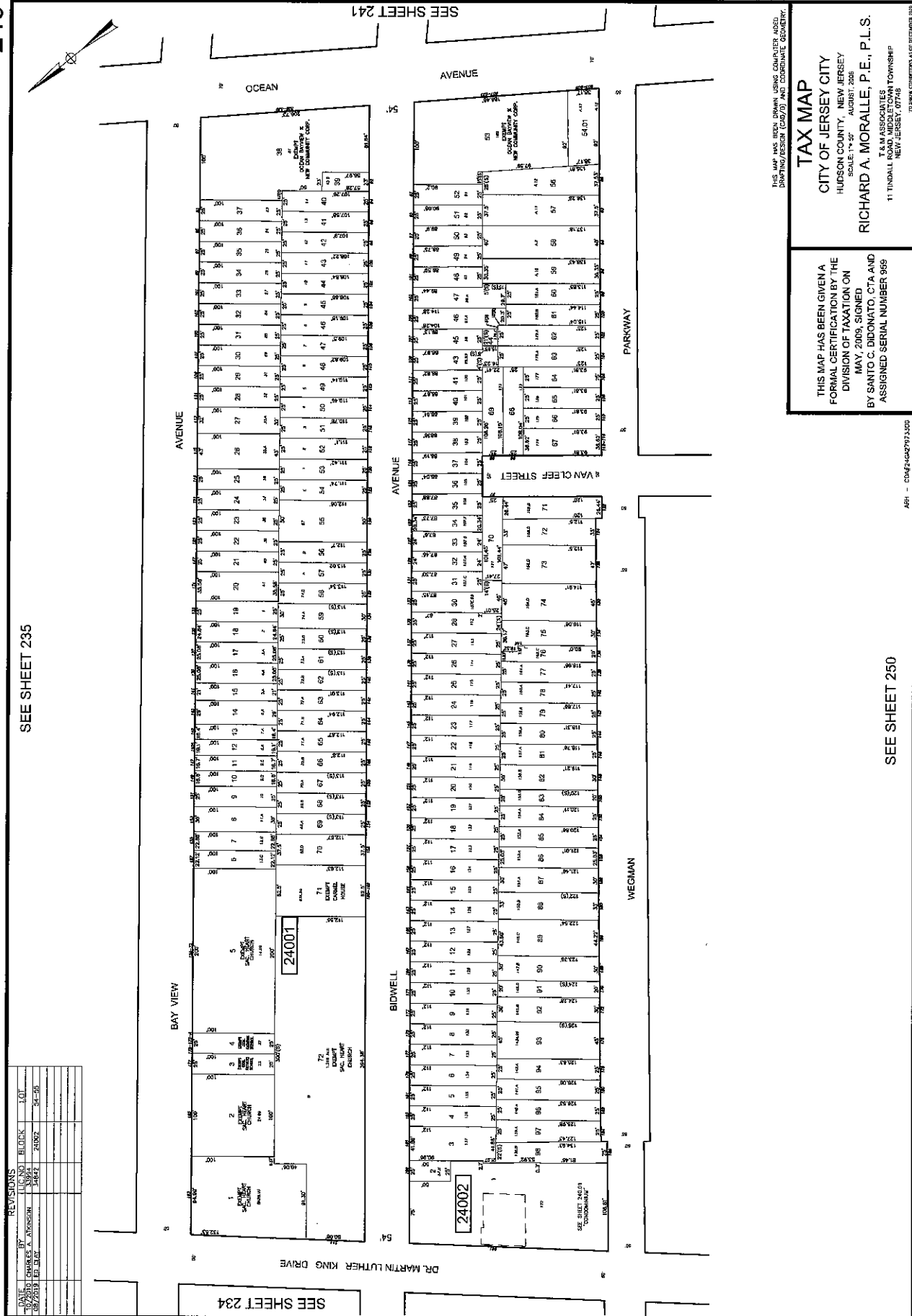
The Redeveloper will rehabilitate the house on the Property in a manner consistent with the Redevelopment Plan and any other zoning requirements governing the Property so that the home qualifies for and obtains a Certificate of Occupancy.

SCHEDULE C
(CONSTRUCTION SCHEDULE)

Redeveloper has already Commenced Construction of the Project. The Redeveloper shall Complete Construction of Project within sixty (60) Days of the Effective Date of this Agreement and shall thereafter promptly file a request with the Agency for issuance of a Certificate of Completion for the Project.

101 Bidwell Ave

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH RUBEN RANDY ENTERPRISE, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 23101, LOT 50, COMMONLY KNOWN AS 116 GRANT AVENUE WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the property located at Block 23101, Lot 50 and commonly known as 116 Grant Avenue (the "Property") has been placed by the City of Jersey City (the "City") upon the City's abandoned property list in accordance with the requirements of 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"); and

WHEREAS, the Property is also located within the Scatter Site Redevelopment Area and is governed by the Scatter Site Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the City has entered into a shared services agreement with the Jersey City Redevelopment Agency (the "Agency") authorizing the Agency to take actions on behalf of the City with regard to properties on the City's abandoned property list; and

WHEREAS, pursuant to this shared services agreement and pursuant to the Agency's powers as a redevelopment agency under the Local Redevelopment and Housing Law, the Agency is authorized to contract with redevelopers for the development of abandoned properties located within redevelopment areas; and

WHEREAS, the Property is owned by Ruben Randy Enterprise, LLC; and

WHEREAS, Ruben Randy Enterprise, LLC has filed an application with the Agency seeking designation as the redeveloper of this abandoned property; and

WHEREAS, based upon its review of the submissions and presentations made by representatives of Ruben Randy Enterprise, LLC, the Agency has determined that Ruben Randy Enterprise, LLC has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the provisions of the Redevelopment Plan; and


WHEREAS, the Agency has negotiated a Redevelopment Agreement with Ruben Randy Enterprise, LLC and wishes to authorize the approval and execution of that Redevelopment Agreement in substantially the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with Ruben Randy Enterprise, LLC for the redevelopment of the property located at Block 23101, Lot 50 and commonly known as 116 Grant Avenue (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with Ruben Randy Enterprise, LLC on behalf of the Agency; and

BE IT FURTHER RESOLVED that the Board Secretary is hereby directed to provide a certified copy of this resolution along with the executed Redevelopment Agreement to the Agency's redevelopment counsel, David A. Clark,, Esq., at Gluck Walrath, LLP, 4 Paragon Way, Suite 400, Freehold NJ 07728 and to the attorney for Ruben Randy Enterprise, LLC, Constantine Bardis, Esq., the Law Office of Constantine Bardis, LLC, 1800 Main Street, Lake Como, NJ 07719.

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 May 18, 2021.


 SECRETARY

THIS AGREEMENT (the “Agreement” or the “Redevelopment Agreement”) made on or as of the ____ day of _____, 2021 by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the “Agency”), an autonomous agency of the City of Jersey City with offices at 4 Jackson Square, Jersey City New Jersey 07305, and **RUBEN RANDY ENTERPRISE, LLC** (the “Redeveloper”), a limited liability company with an address of 41 Dorothy Avenue, Edison, New Jersey 08837 (collectively, the “Parties”).

WITNESSETH:

WHEREAS, the New Jersey Legislature adopted the New Jersey Urban Redevelopment Act, N.J.S.A. 55:19-20 et seq. (the “NJURA”), and the Abandoned Properties Rehabilitation Act, N.J.S.A. 55:19-78 et. seq. (the “APRA”), and made findings within these statutes that abandoned properties, particularly those located within urban areas or in close proximity to occupied residences and businesses, create a wide range of problems for the communities in which they are located, fostering criminal activity, creating public health problems and otherwise diminishing the quality of life for residents and business operators in those areas, and that abandoned properties diminish the property values of neighboring properties and have a negative effect on the quality of life of adjacent property owners, increasing the risk of property damage through arson and vandalism and discouraging neighborhood stability and revitalization; and

WHEREAS, the NJURA and 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, the City’s Director of Housing Code Enforcement has 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; and

WHEREAS, the property located at 116 Grant Avenue in Jersey City which is identified on the City tax map as Block 23101, Lot 50 (the “Property”) has been placed upon the City’s abandoned property list in accordance with the requirements of the NJURA and the APRA; and

WHEREAS, the Property is also located within the Scatter Site Redevelopment Area and is governed by the Scatter Site Redevelopment Plan (the “Redevelopment Plan”); and

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

WHEREAS, the Agency has also entered into a shared services agreement with the City to assist the City with its abandoned property program and to identify and contract with redevelopers for the rehabilitation of abandoned property located within the City; and

WHEREAS, the Redeveloper is the owner of the Property and has represented to the Agency that it is willing and able to serve as the designated redeveloper of the Property in accordance with the terms and conditions of this Agreement; and

WHEREAS, based upon its review of the submissions and presentations made by representatives of the Redeveloper, the Agency has determined that the Redeveloper has the professional experience and financial capabilities to carry out the redevelopment of the Property in accordance with the provisions of this Agreement and the requirements of the Redevelopment Plan; and

WHEREAS, the Parties now wish to enter into this Redevelopment Agreement in order to memorialize the terms and conditions of their agreement with regard to the redevelopment of the Property.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, and for the benefit of the Parties hereto and general public, and to implement the purposes of the LRHL and the Redevelopment Plan, the Parties do hereby covenant and agree each with the other as follows:

ARTICLE 1

DEFINITIONS

1.1. Defined Terms. The Parties agree that the defined capitalized terms used in this Agreement shall have the meaning specified in the recitals above (each of which is hereby incorporated into and made part of this Agreement) or as set forth in the list below, or as may be expressly ascribed to such capitalized terms elsewhere in this Agreement, such definitions to be applicable equally to the singular and plural forms of such terms:

“Affiliate” means an entity which is controlled by the Redeveloper. The term “control” as used with respect to any party, means the ownership, directly or indirectly of more than 50% of the voting stock of such corporation (or its equivalent for a limited liability company or partnership), or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such corporation, partnership, association or other entity or organization, or to receive, directly or indirectly, more than 50% of the profits of such corporation, partnership, association or other entity or organization (whether through the ownership or voting stock, by contracts or otherwise).

“Agency” means the Jersey City Redevelopment Agency, an autonomous agency of the City of Jersey City, with offices at 4 Jackson Square, Jersey City New Jersey 07305.

“Agency Costs” shall have the meaning set forth within Section 3.1 of this Agreement.

“Agreement” or “Redevelopment Agreement” shall mean this redevelopment agreement between the Agency and the Redeveloper.

“Applicable Laws” shall mean all federal, state and local laws, ordinances, approvals, rules, regulations statutes, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses and other similar requirements applicable to this Agreement, the Project and/or the Property, including but not limited to the following: the LRHL; the Municipal Land Use Law, N.J.S.A. 40:55D -1 et seq.; the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; the Fair Housing Act, N.J.S.A. 50:27D-301 et seq.; the New Jersey Housing and Mortgage Finance Agency Law, N.J.S.A. 55:14K-1 et seq.; the New Jersey Green Acres Land Acquisition and Recreation Opportunities Act, N.J.S.A. 13:8A-35 et. seq. and the Green Acres regulations, N.J.A.C. 7:36-1.1 et seq.; all State and City laws governing historic preservation, including but not limited to N.J.S.A. 13:1B-15.128 et seq., the regulations promulgated thereunder, N.J.A.C. 7:4-2.4 et seq., and Title 40, Chapter 9 of the Municipal Code of the City of Jersey City, as each may be amended and supplemented; the zoning ordinances of the City of Jersey City, as and to the extent applicable pursuant to the terms of the Redevelopment Plan; relevant construction codes including construction codes governing access for people with disabilities; and all other applicable federal, state or local zoning, land use, environmental, health and safety laws, ordinances, rules and regulations, and federal and state labor standards or regulations, if any, including but not limited to the Prevailing Wage Act (if determined to be applicable to the Project).

“APRA” shall have the meaning set forth in the recital clauses above.

“Application” means any application for Governmental Approval submitted by or on behalf of the Redeveloper, including all plans, drawings, documentation and presentations necessary and appropriate for the purpose of obtaining any and all Governmental Approvals required to implement and complete the Project.

“Certificate of Completion” means written acknowledgment by the Agency in recordable form that the Redeveloper has completed construction of the Project on the Property in accordance with the requirements of this Redevelopment Agreement.

“Certificate of Occupancy” shall be as defined in the City’s Municipal Code and in the applicable provisions of the Uniform Construction Code.

“City” means the City of Jersey City, New Jersey.

“Commence Construction”, “Commencement of Construction”, or “Commencement Date” shall mean the date on which the construction force and machinery are mobilized for construction of the Project on the Property and physical construction begins, which may include clearing and grading, as applicable in accordance with Governmental Approvals.

“Completion of Construction”, “Complete Construction” or “Completion Date” means the date on which the Redeveloper has completed construction of the Project on the Property as evidenced by the issuance of a Certificate of Completion for the Project.

“Completion Notice” or “Notice of Completion” means a written notification of Completion of Construction and request by the Redeveloper for the issuance by the Agency of a Certificate of Completion for the Property.

“Construction Period” means the period of time beginning on the Commencement Date and ending on the Completion Date for the Property.

“Construction Schedule” means the timetable and performance milestones for design, obtaining Governmental Approvals, environmental remediation (if necessary), site preparation, and Completion of Construction of the Project on the Property, as may be modified or adjusted from time to time in accordance with the provisions of this Agreement, as set forth more fully within **Schedule C** to this Agreement.

“Days” shall mean calendar days.

“Declaration of Covenants and Restrictions” or “Declaration of Restrictions” means the redevelopment covenants and restrictions that will encumber the Property and run with the land, setting forth certain undertakings of and restrictions applicable to Redeveloper and its permitted successors and assigns in connection with the ownership and redevelopment of the Property, all as more particularly described in Article 7 of this Agreement.

“Default” means a condition or event which constitutes or would constitute, after notice and a right to cure or lapse of time or both, an Event of Default as more particularly defined in Article 10 of this Agreement.

“Effective Date” means the date of complete execution of this Agreement by the Redeveloper and the Agency.

“Environmental Laws” means any and all federal, state, regional, and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, directives or judgments relating to environmental contamination, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of hazardous substances materials or wastes, 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. sect. 9601-9675; the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. sect. 6901, et seq.; the Clean Water Act, 33 U.S.C. sect. 1251, et seq.; the New Jersey Spill Compensation and Control Act (the “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, as now in force or as

may hereinafter be modified or amended.

“Event of Default” shall have the meaning set forth within Section 10 of this Agreement.

“Force Majeure Event” means causes beyond the reasonable control and not due to the fault or negligence of the party seeking to excuse delay or failure of performance of an obligation hereunder by reason thereof, including, but not limited to, declarations of public emergency; acts of nature (as to weather-related events, limited to severe and unusual events or natural occurrences such as hurricanes, tornadoes, earthquakes, and floods not reasonably foreseeable at the time the Construction Schedule is agreed to); acts of the public enemy; acts of war; fire; epidemics; quarantine restrictions; blackouts; power failures or energy shortages; governmental embargoes; strikes or similar labor action by equipment or material suppliers or transporters; or unavailability of necessary building materials (provided that the Redeveloper has no commercially reasonable alternatives to avoid the impact thereof on the progress of the Project). The consequential effects of a Force Majeure Event (e.g. impact on market conditions) shall not be considered a Force Majeure Event. During any Force Majeure Event that affects only a portion of the Project, the Redeveloper shall to the maximum extent feasible continue to perform its obligations for the balance of the Project unaffected by the Force Majeure Event. The existence of a Force Majeure Event shall not prevent the Agency from issuing a Notice of Default or from the occurrence of an Event of Default by the Redeveloper if the event that is the basis of the Event of Default is not a result of the Force Majeure Event.

“Governmental Approvals” means all final and unappealable local, state and federal governmental approvals necessary or appropriate for implementation and completion of the Project on the Property in accordance with the terms of this Agreement, including without limitation preliminary and final site plan approval; preliminary and final subdivision approval, if and as applicable; environmental permits, including but not limited to wetlands and storm water drainage permits; permits, consents, permissions or approvals relating to historic preservation matters; utilities-related permits, including permits related to water supply and sewer service; and all other necessary permits, licenses, consents, permissions or approvals from or required by governmental agencies.

“Minority” or “Minorities” means a person who is a citizen or lawful permanent resident of the United States and who is either one or a combination of: (i) African American (a person having origins in any of the black racial groups of Africa), (ii) Alaskan Native and/or American Indian (a person having origins in any of the original peoples of North America), (iii) Asian American (a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, Hawaii or the Pacific Islands), (iv) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race), or (v) Female (a person of the female gender).

“NJDEP” shall mean the New Jersey Department of Environmental Protection.

“NJURA” shall have the meaning set forth in the recital clauses above.

“Notice of Default” shall have the meaning set forth in Section 10.1(a) of this Agreement.

“Parties” means the Agency and the Redeveloper.

“Planning Board” shall mean the Jersey City Planning Board.

“Prevailing Wage Act” shall mean the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et. seq.

“Professional Costs” shall have the meaning set forth within Section 3.1(c) of this Agreement.

“Professional Costs Escrow” shall have the meaning set forth within Section 3.1(c) of this Agreement.

“Project” shall have the meaning set forth within Section 2.4 and **Schedule B** of this Agreement.

“Property” shall mean the real property located at 116 Grant Avenue in Jersey City which is identified on the City tax map as Block 23101, Lot 50 as also described within **Schedule A** of this Agreement.

“Redeveloper” shall mean Ruben Randy Enterprise, LLC, a limited liability company with an address of 41 Dorothy Avenue, Edison, New Jersey 08837.

“Redevelopment Plan” means the Scatter Site Redevelopment Plan and/or any other redevelopment plan adopted by the City which in any way governs, concerns, relates to, and/or regulates the Project or the Property.

“Remediation” or **“Remediate”** means all necessary actions required under Environmental Laws or any other Applicable Law to investigate and clean up, remove, or otherwise respond to the known or suspected presence or threatened discharge of hazardous substances or hazardous wastes on or migrating from the Property, including, as necessary, preliminary assessment, site investigation, remedial investigation, and remedial action.

“Termination Notice” shall have the meaning set forth within Section 10.3 of this Agreement.

ARTICLE 2

REDEVELOPER DESIGNATION; TERM OF AGREEMENT; THE PROJECT

2.1 Redeveloper Designation. The Agency hereby designates and appoints the Redeveloper as the redeveloper of the Property. In connection with such designation and appointment, the Redeveloper shall have the exclusive right and obligation to perform development and redevelopment activities on the Property under the framework and in accordance with the terms of this Agreement, the Redevelopment Plan, and Applicable Laws.

2.2 Redevelopers' Scope Of Undertaking. The services and responsibilities undertaken by the Redeveloper, as more particularly set forth in this Agreement, shall include the following: all aspects of the design; development; Remediation (if necessary); site preparation; construction and operation of the Project on the Property, including, without limitation, engineering, permitting, and the performance of or contracting for and administration and supervision of all construction required in connection with the Project; arrangement for interim and final inspections and any other actions required to satisfy the requirements of all Governmental Approvals necessary to develop the Project on the Property; all aspects of the funding of the Project, including equity funding and construction, interim and permanent financing; and the ongoing maintenance of the Property.

2.3 Term Of Agreement. This Agreement shall commence on the Effective Date and shall expire upon either the termination of this Agreement or the issuance of a Certificate of Completion for the Project (except with regard to those provisions herein which expressly survive the issuance of a Certificate of Completion).

2.4 The Project. The project shall consist of the rehabilitation of the house located on the Property in a manner consistent with the requirements of the Redevelopment Plan and any other zoning requirements governing the Property so that the home qualifies for and obtains a Certificate of Occupancy (the "Project"). All Applications submitted by or on behalf of the Redeveloper shall conform in all material respects to the Redevelopment Plan and all Applicable Laws.

2.5 Recommendation Regarding Removal Of Property From the Abandoned Property List. Upon issuance of a Certificate of Completion, the Agency shall recommend to the Public Officer appointed under the APRA that he or she remove the Property from the abandoned property list maintained by the City.

ARTICLE 3 AGENCY COSTS

3.1 Agency Costs.

3.1(a) Agency Costs Generally. The Redeveloper shall be solely responsible to pay all Agency Costs. As set forth more fully within Sections 3.1(b)-3.1(d) below, the Agency Costs shall be comprised of: (i) the annual administrative fee; and (ii) the Professional Costs.

3.1(b) Administrative Fee. (i) The Redeveloper shall pay the Agency an annual administrative fee in the amount of two thousand five hundred (\$2,500.00) dollars per year to compensate the Agency for its internal costs arising from this Redevelopment Agreement and the Project. The Agency acknowledges that it has received a five thousand (\$5,000.00) dollar payment from the Redeveloper for the application fee for this Project and for another Project involving the development of 101 Bidwell Avenue. The Agency further acknowledges that it will apply half of this application fee, or two thousand five hundred (\$2,500.00) dollars, as a credit against the Redeveloper's obligation to pay the first year's administrative fee, and that no further payments shall be required from the redeveloper for the first year's administrative fee. If this Redevelopment Agreement continues into future years, any subsequent administrative fee payments shall be due on an annual basis on each anniversary of the Effective Date of this Agreement. The requirement

for the Redeveloper to pay the Agency an annual administrative fee shall continue until the issuance of a Certificate of Completion for the Project or the expiration of the term of this Agreement, whichever occurs first.

(ii) In the event that the Redeveloper seeks a material modification or amendment to this Agreement, the Redeveloper shall remit an application fee to the Agency in the amount of five thousand (\$5,000.00) dollars to compensate the Agency for its internal costs relating to the review and processing of such modification or amendment. Such application fee shall be paid regardless of whether the Agency's Board ultimately approves or disapproves the modification or amendment request.

3.1(c) Professional Costs Escrow. The Redeveloper shall also be solely responsible to pay all of the reasonable professional costs and expenses incurred by the Agency in connection with this Agreement and the Project, including but not limited to the reasonable attorney's fees, engineering fees, or other outside consultants' fees (but specifically excluding compensation to the Agency for work performed internally by Agency employees) incurred by the Agency relating to the drafting and negotiation of this Agreement and any professional costs incurred during the pendency of the Project, including the drafting of a Certificate of Completion (the "Professional Costs"). The Redeveloper shall be responsible to fund an escrow account to be held by the Agency for use by the Agency in paying the Professional Costs (the "Professional Costs Escrow"). Simultaneously with its submission of the executed Redevelopment Agreement to the Agency, the Redeveloper shall pay the Agency the sum of five thousand (\$5,000.00) dollars to be deposited by the Agency into the Professional Costs Escrow and used for the purposes authorized herein. If the Professional Costs Escrow is depleted and there are still Professional Costs to be paid, the Agency shall provide written notice to the Redeveloper requiring the Redeveloper to replenish the Professional Costs Escrow in an amount to be determined by the Agency and, within fifteen (15) Days of its receipt of such written notice, the Redeveloper shall replenish the Professional Costs Escrow in that amount. Upon the completion of the Project, or upon the termination of the Agreement, any funds remaining in the Professional Costs Escrow shall first be utilized to fully satisfy any outstanding Professional Costs, and then any remaining funds shall be promptly returned by the Agency to the Redeveloper.

3.1(d) Escrow Procedures. The Professional Costs Escrow shall be held by the Agency in a banking institution or savings and loan association in the State of New Jersey insured by an agency of the federal government, or in any other fund or depository approved for such deposits by the State of New Jersey, in segregated, non interest-bearing accounts referenced to the Agreement. The Agency shall use the escrow account in accordance with the provisions of this Redevelopment Agreement. All professional staff, retained professionals and outside consultants shall bill their time in tenth (1/10) hour increments in accordance with their current contracts with the Agency.

ARTICLE 4

IMPLEMENTATION OF THE PROJECT

4.1 Implementation Of The Project. For so long as this Agreement shall remain in effect,

the Redeveloper shall have the exclusive right to redevelop or rehabilitate the Property. The Redeveloper agrees to redevelop or rehabilitate the Property in accordance with the terms and conditions of this Agreement, the Redevelopment Plan, Applicable Laws, and all Governmental Approvals applicable thereto. All redevelopment activities performed under this Agreement shall be performed timely and diligently, and provided in accordance with the level of skill and care ordinarily exercised by developers of comparable first class developments.

4.2 Predevelopment Activities and Governmental Approvals.

4.2(a) Governmental Approvals. The Redeveloper shall cause to be prepared and filed, at Redeveloper's sole cost and expense, all applications as may be necessary and appropriate for the purpose of obtaining all Governmental Approvals required to implement the Project consistent with the Construction Schedule attached hereto as Schedule C. All of the applications shall be in conformity with the Redevelopment Plan, this Redevelopment Agreement and Applicable Laws. The Redeveloper shall provide the Agency with a copy of each application at the same time those applications are submitted to the governmental agency having jurisdiction over the same and shall have a continuing obligation, at the request of the Agency, to promptly provide the Agency with copies of all correspondence to and from each governmental agency relating to these applications.

4.2(b) Diligent Pursuit Of Governmental Approvals. The Redeveloper agrees to prosecute all of the Redeveloper's applications for Governmental Approvals diligently and in good faith. Subject to the requirements of Applicable Law and unless expressly provided otherwise in this Agreement, the Redeveloper shall determine when and in what order to file each specific application. At the Redeveloper's reasonable request, the Agency will, in its reasonable judgment, sign consents or other documents required in connection with the Redeveloper's applications for Governmental Approvals and will supply information which is in the Agency's possession respective thereto. The Agency will, in its reasonable judgment, otherwise cooperate with and support the Redeveloper in connection with the applications for Governmental Approvals as the Redeveloper and the Redeveloper's counsel may reasonably request.

4.2(c) Appeals. If one or more of the Redeveloper's applications for Governmental Approvals is denied, or approved with conditions that the Redeveloper in its commercially reasonable judgment deems unacceptable, then unless the Agency consents in advance to a different course of action, the Redeveloper shall appeal or defend against such action, at its sole cost, and during the pendency of the appeal proceeding otherwise continue as the Redeveloper deems appropriate to seek the remaining Governmental Approvals. Redeveloper shall not be obligated to defend against an action by any person contesting or challenging the grant of Governmental Approvals to the Redeveloper, unless in Redeveloper's reasonable discretion it determines that such course of action is prudent.

4.2(d) Application For "Building Permits". The Redeveloper has already obtained the building permits necessary to construct the Project. If further permits are required, the Redeveloper shall promptly and in a commercially reasonable manner submit applications for building permits and use commercially reasonable efforts to diligently prosecute the applications to conclusion for the Property.

4.3 Commencement And Completion Of Construction

4.3(a) Commencement And Completion Of Construction. The Redeveloper shall Commence Construction and shall Complete Construction of the Project in accordance with the Construction Schedule attached hereto as **Schedule C**. Any material change in the scope of the Project or extension of the projected Completion Date for the Project shall require the Agency's prior written approval, which may be granted or denied in the Agency's sole discretion. The Redeveloper agrees to simultaneously provide to the Agency copies of all construction schedules and project budgets that Redeveloper submits to potential lenders or investors in connection with the financing of the Project for the Property. The Redeveloper agrees to Commence Construction and diligently Complete Construction of the Project on the Property. The Redeveloper understands that absent extraordinary and unforeseeable circumstances, the Agency will require strict compliance by Redeveloper as to the schedule for Commencement of Construction and Completion of Construction for the Project, interim deadlines or milestones and time periods for the various activities and actions to be taken by the Redeveloper hereunder, subject only to the occurrence of a Force Majeure Event.

4.3(b) Work To Be Performed By Redeveloper. The Redeveloper at its sole cost and expense shall perform all demolition, environmental Remediation, site preparation, construction, operation, administration and management of the Project on the Property. The Redeveloper hereby agrees that following an Event of Default or a termination of this Agreement, the Agency and anyone acting on the Agency's behalf shall be entitled to use the Redeveloper's site plan approval documents, governmental applications, and Governmental Approvals to complete the Project on the Property, without cost to or liability of the Agency (other than for actual services rendered to the Agency subsequent to the Event of Default or termination) and all agreements between the Redeveloper and its sub-contractors and consultants shall so provide. In addition, all performance or completion bonds provided by the Redeveloper's sub-contractors shall name the Agency as an intended beneficiary thereof, as its interests may appear.

4.3(c) Progress Reports And Project Oversight By The Agency. From the Commencement of Construction until the date that the Certificate of Completion is issued for the Project, the Redeveloper shall make reports, in such detail and at such times as may reasonably be requested by the Agency, as to the actual progress of the Redeveloper with respect to such construction. If so requested by the Agency, the Redeveloper agrees to attend progress meetings during the period of implementation of the Project, as follows:

(i) **Progress Meetings.** The Redeveloper shall attend and participate in periodic progress meetings as called by the Agency based on reasonable need therefore (as determined by the Agency in its sole discretion) to report on the status of the Project and to review the progress under the Construction Schedule.

(ii) **Progress Reports.** At each progress meeting, and at such other times as may be reasonably requested by the Agency, the Redeveloper shall submit to the Agency a detailed written progress report which shall include, among other things, a description of activities completed, milestones achieved, status of the Project with respect to its Construction Schedule, activities to be undertaken prior to the next regularly scheduled progress report, and any

unanticipated problems or delays and the explanation therefor. If the Redeveloper fails to meet a milestone or completion date set out in the Construction Schedule and is notified of same in writing by the Agency, or if Redeveloper conclusively determines between progress meetings that it will fail to meet a milestone or completion date on the Construction Schedule, the Redeveloper shall promptly provide written notice to Agency stating: (a) the reason for the failure to complete the applicable task, (b) the Redeveloper's proposed method for correcting such failure, (c) the Redeveloper's schedule for completing such task, and (d) the method or methods by which the Redeveloper proposes to achieve subsequent tasks by the Completion Date. This Section shall not in any way be construed as entitling the Redeveloper to an extension of the Completion Date or modification of the Construction Schedule for the Property, absent the Agency's prior written consent.

4.4 Certificate Of Occupancy And Certificate Of Completion. The Redeveloper shall apply to the appropriate governmental officer or body for a Certificate of Occupancy when necessary and appropriate for the Property as required under Applicable Laws. Following the issuance of the Certificate of Occupancy for the Property, and the satisfaction of the terms and conditions of this Agreement with respect to the Project on the Property by Redeveloper, and upon receipt of a Notice of Completion from Redeveloper, the Agency agrees to issue a Certificate of Completion for the Property, in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations for the Property under this Agreement and has completed construction of the Project on the Property in accordance with the requirements of this Agreement. Within thirty (30) Days after receipt of the Notice of Completion for the Property from the Redeveloper, the Agency provide the Redeveloper with the Certificate of Completion for that particular Property or with a written statement setting forth in detail the reasons why it believes that the Redeveloper has failed to complete the Project in accordance with the provisions of this Agreement or is otherwise in Default under this Agreement, and what reasonable measures or acts will be necessary in the opinion of the Agency in order for the Redeveloper to be entitled to the Certificate of Completion. When issued, the Certificate of Completion shall constitute a recordable, conclusive determination of the satisfaction and termination of the agreements and covenants (as limited herein) in this Agreement and the Redevelopment Plan with respect to the obligations of the Redeveloper to construct the Project on the Property. Unless otherwise required by a related Financial Agreement, Governmental Approval or Applicable Law, upon the issuance of the Certificate of Completion, the provisions of this Agreement shall no longer encumber the Property; provided, however, that any other documents theretofore delivered pursuant to this Agreement that by their terms are intended to survive Completion of Construction for the Property (including, without limitation and by of example only, any Deed restrictions, the Declaration of Restrictions, tax abatement agreements, and the like) shall not be affected by delivery of the Certificate of Completion for the Property.

4.5 Estoppel Certificates (Prior To Issuance Of Certificate Of Completion). At any time and from time to time prior to the issuance of a Certificate of Completion for the Property, the Agency shall, within ninety (90) Days of its receipt of a written request by the Redeveloper or of any mortgagee, lender, purchaser, tenant or other party having an interest in the Project, execute and deliver to (a) the Redeveloper, or (b) a third party (e.g., a prospective lender, purchaser, investor, tenant, etc.) designated by the Redeveloper, an instrument in which the Agency (i) certifies that this Agreement is unmodified and in full force and effect as to the Project (excepting

only modifications which shall be set forth), (ii) states whether to the best knowledge of the Agency the Redeveloper is in Default under this Agreement, and, if so, specifying each such Default of which the Agency shall have knowledge; and (iii) confirms such other factual matters within the Agency's knowledge or control pertinent to this Agreement, as the same relate to, or might affect, the Property. The Redeveloper shall not request and the Agency shall not be required to issue more than two (2) Estoppel Certificates in any calendar year.

ARTICLE 5

REDEVELOPER'S FINANCIAL COMMITMENT AND PERFORMANCE SECURITY

5.1 Redeveloper's Financial Commitment. The Redeveloper represents that it has obtained or can obtain, and will commit the requisite equity and debt financing in an amount necessary to purchase the Property on the terms and conditions set forth herein, and to perform all of the Redeveloper's obligations hereunder in order to Commence Construction and to Complete Construction of the Project on the Property within the time periods required under this Agreement.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations And Warranties By The Redeveloper. The Redeveloper makes the following representations and warranties:

(a) The Redeveloper has the legal capacity to enter into this Agreement and perform each of the undertakings set forth herein as of the date of this Redevelopment Agreement.

(b) No indictment has been returned against the Redeveloper.

(c) To the best of the Redeveloper's knowledge and belief after diligent inquiry, there is no action, proceeding or investigation now pending, nor any basis therefor, known or believed to exist which (i) questions the validity of this Agreement, the Redeveloper's execution hereof, or any action or act taken or to be taken by the Redeveloper pursuant to this Agreement; or (ii) is likely to result in a material adverse change in the Redeveloper's property, assets, liabilities or condition which will materially and substantially impair the Redeveloper's ability to perform the Project on the Property under this Agreement.

(d) The Redeveloper's execution and delivery of this Agreement and his performance hereunder will not constitute a violation of any other agreement, mortgage, indenture, instrument or judgment to which the Redeveloper is a party.

(e) All information and statements included in any information submitted by the Redeveloper to the Agency and its agents (including but not limited to Gluck Walrath, LLP) are complete, true and accurate in all material respects. The Redeveloper acknowledges that the facts and representations contained in the information submitted by the Redeveloper, incorporated herein by reference, are being relied upon by the Agency and are a material factor in the decision of the Agency to enter into this Agreement.

(f) The Redeveloper is financially and technically capable of developing, designing, financing, constructing, operating and maintaining the Project on the Property.

6.2 Representations And Warranties By The Agency. The Agency hereby makes the following representations and warranties:

(a) The Agency has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein to which the Agency is a party, to consummate the transactions contemplated hereby, to take any steps or actions contemplated hereby, and to perform their obligations hereunder.

(b) This Agreement is duly executed by the Agency, and is valid and legally binding upon the Agency and enforceable in accordance with its terms on the basis of Applicable Laws currently in effect and the execution and delivery thereof shall not, with due notice or the passage of time, constitute a Default under or violate the terms of any indenture, agreement or other instrument to which the Agency is a party.

(c) To the best of the Agency's knowledge there is no action, proceeding or investigation now pending nor any basis therefor, known or believed to exist which questions the validity of this Agreement or any action or act taken or to be taken by the Agency pursuant to this Agreement.

6.3 Redeveloper Pay-to-Play Compliance.

6.3(a) Redevelopment Pay-to-Play Ordinance. The Redeveloper acknowledges that the City has adopted a Redevelopment Pay-to-Play Reform Ordinance, Ordinance 09-096 (the "PTP Ordinance").

6.3(b) Prohibition Regarding Contributions. In accordance with the PTP Ordinance, a redeveloper (as defined in Section 6.3(c) below) is prohibited from soliciting or making any contribution (as defined in Section 6.3(d) 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 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.

6.3(c) Redeveloper. As defined in N.J.S.A. 40A:12A-3, a "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 LRHL, 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 ten (10%) percent 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.

6.3(d) Contribution. As defined in N.J.A.C. 19:25-1.7, a "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 in to 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.

6.3(e) Compliance with City Ordinance 09-096. The Redeveloper agrees to comply with all the terms, conditions and requirements of the PTP Ordinance, as may be amended from time to time. The Redeveloper acknowledges that the contribution and disclosure requirements of the PTP Ordinance apply to all redevelopers as well as professionals, consultants or lobbyists contracted or employed by the business entity ultimately designated as a 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.

6.3(f) Violation. Any violation of the provisions of this Section 6.3 or of the PTP Ordinance shall constitute a breach of and default under this Agreement.

ARTICLE 7

COVENANTS AND RESTRICTIONS

7.1 Description Of Redeveloper's Covenants. The Redeveloper hereby covenants that it shall:

(a) in connection with its use or occupancy of the Project on the Property, not effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or the Project is restricted upon the basis of age, race, color, creed, religion, ancestry, national origin, sex or familial status, and the Redeveloper, its successors and assigns, shall comply with all applicable laws prohibiting discrimination or segregation by reason of age, race, color, creed,

religion, ancestry, national origin, sex or familial status.

(b) comply with the applicable provisions and public purposes of the LRHL and all obligations under this Agreement and shall at all times develop, design, finance, construct and operate the Project or cause the Project to be developed, designed, financed, constructed and operated pursuant to the conditions and requirements of Applicable Laws, Governmental Approvals, this Agreement and the Redevelopment Plan, provided however, that Redeveloper shall not be deemed to be in breach if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws. All uses to which the Project on the Property may be devoted are controlled by the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Redevelopment Agreement and under no circumstances can the Redeveloper undertake any construction or development of the Project for the Property not in accordance with the Redevelopment Plan, the Governmental Approvals, Applicable Laws and this Agreement.

(c) in order to effectuate the purposes of this Agreement, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or entities and in general do all things which may be requisite or proper for the construction and development of the Project on the Property in accordance with the Redevelopment Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws, provided however, that the Redeveloper shall not be deemed to be in breach of this covenant if the Redeveloper diligently contests, in good faith and by appropriate proceedings, such compliance with any of the aforesaid Applicable Laws.

(d) use diligent efforts to (i) obtain all Governmental Approvals requisite to the construction and development of the Project on the Property including evidence satisfactory to the Agency that the Redeveloper's use of the Project on the Property is in compliance with this Agreement, the Redevelopment Plan, and all Applicable Laws, and (ii) ensure Completion of Construction of the Project within the time periods specified in the Construction Schedule.

(e) use diligent efforts to obtain all Governmental Approvals authorizing the occupancy and uses of the Project for the purposes contemplated herein. The Redeveloper shall enter into such other agreements with respect to its development, financing, construction and management and operation of the Project containing such provisions as may be required by Applicable Law and such other provisions as may reasonably be requested by the Agency or as may reasonably be required by Governmental Approvals.

(f) except as otherwise permitted hereunder in the case of a Force Majeure Event, not suspend or discontinue the performance of its obligations under this Redevelopment 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 on the Property.

(g) diligently undertake the construction and development of each individual component of the Project on the Property throughout the Construction Period and use

commercially reasonable efforts to complete each component of the Project on the Property on or before the applicable Completion Date.

(h) not encumber, hypothecate or otherwise use the Project or the Property, or any part thereof, as collateral for an unrelated transaction.

(i) during construction of the Project, keep debris and/or waste materials containerized and/or stored and disposed of within normal industry standards.

(j) cause the Project to be developed, designed, financed and constructed at its sole cost and expense, except as otherwise set forth in this Agreement.

(k) immediately notify the Agency of any material change in its financial condition from the information provided to the Agency by the Redeveloper, or any other material change in the Redeveloper's financial capability to design, develop, finance, construct and operate the Project on the Property in furtherance of the Agency's consideration in executing this Agreement with the Redeveloper if such change will materially impair the Redeveloper's ability to perform its obligations pursuant to the terms of this Agreement.

(l) keep and maintain in good condition any improvements required under the Governmental Approvals, including but not limited to any landscaping required to be planted or cause an entity in control of the Project on the Property (i.e. condominium or homeowner association) to maintain such improvements until the Redeveloper's conveyance of title pursuant to this Agreement.

The covenants and restrictions listed within this Section shall be binding upon the Redeveloper, its successors and assigns and shall be recorded against the Property either by recording this entire Redeveloper Agreement or by recording a separate Declaration of Covenants and Restrictions, within ninety (90) Days of the Effective Date of this Agreement. These covenants and restrictions shall remain in effect for the period set forth in Section 7.2 below.

7.2 Effect And Duration Of Redeveloper Covenants. It is intended and agreed that the agreements and covenants set forth in this Agreement 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 Agency, its successors and assigns, against the Redeveloper, its successors and assigns and every successor in interest therein, and any party in possession or occupancy of the Project or any part thereof. The covenants shall cease and terminate when a Certificate of Completion for the Project has been issued, provided however, that the covenants in Sections 7.1(a) and (l) shall remain in effect without limitation as to time except as otherwise provided herein.

ARTICLE 8

PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

8.1 Prohibition Against Transfer Of Interests In Redeveloper, The Agreement Or The

Property. (a) The Redeveloper recognizes the importance of the Property to the general welfare of the community and that the identity of the Redeveloper and its qualifications are critical to the Agency in entering into this Agreement. The Agency considers that a transfer of the ownership in the Redeveloper or of a substantial part thereof, or any other act or transaction involving or resulting in a significant change in the ownership of or with respect to the identity of the parties in control of the Redeveloper or the degree thereof, is for practical purposes a transfer or disposition of the Project. The Redeveloper recognizes that it is because of such qualifications and identity that the Agency is entering into this Agreement with the Redeveloper, and, in so doing, the Agency is relying on the obligations of the Redeveloper and not some other person or entity for the faithful performance of all undertakings and covenants to be performed by the Redeveloper hereunder.

As a result, prior to completion of the Project on the Property, as evidenced by the issuance of a Certificate of Completion, except with the express prior written consent of the Agency, which consent shall be granted or denied in the Agency's sole and absolute discretion, the Redeveloper agrees for itself and all successors in interest that there shall be no sale, transfer or assignment of (i) the Property; or (ii) the Agreement. With respect to this provision, the Redeveloper and the persons signing this Agreement on behalf of the Redeveloper represents that each has authority to agree to this provision on behalf of the current members of the Redeveloper and to bind it with respect thereto.

(b) In the event that the prior written consent of the Agency is requested to a sale, transfer or assignment, the Redeveloper shall provide the Agency with evidence of the proposed transferee and/or assignee's financial capacity and experience evidencing their ability to complete the Project on the Property and the Agency shall have thirty (30) Days from receipt thereof to either grant such consent or provide reasons as to its denial of consent. Without limiting the Agency's discretion, at a minimum, any such approval for a sale, transfer or assignment will be granted only if the Agency determines that (i) the assignee is capable of completing the Project (or any portion of the Project being assigned), and that (ii) the assignee is assuming all responsibilities of the Redeveloper under this Agreement as to the Project (or any portion of the Project being assigned).

8.2 Exemption From Prohibited Transfers. Notwithstanding the foregoing, with prior knowledge of the Agency by written notice from the Redeveloper, the following shall not constitute a prohibited transfer for purposes of Section 8.1 and shall not require the consent of the Agency:

Conveyance of the Property or an interest therein and/or assignment by the Redeveloper of its rights under this Agreement, but only upon the following conditions: (a) if such conveyance is to third parties to which easements would conventionally be granted in connection with services (i.e. utility companies); or (b) if such conveyance is to an Affiliate, provided that (i) the successor and assignee of the Redeveloper shall assume all of the obligations of the Redeveloper hereunder, but the Redeveloper shall remain primarily liable for the performance of the Redeveloper's obligations; (ii) a copy of the written instrument of conveyance and assignment and assumption of this Redevelopment Agreement shall be delivered to the Agency for review and approval prior to execution, and

once approved and executed, fully executed copies provided to the Agency promptly; and (iii) such conveyance or assignment does not violate any of the Government Approvals.

8.3 Consent To Permitted Transfers. The Agency hereby consents, without the necessity of further approvals from any entity, to the following permitted transfers: (a) a mortgage or related security granted by the Redeveloper to a mortgagee for the purpose of obtaining the financing necessary to enable the Redeveloper to perform its obligations under this Agreement provided, however, that: (i) the Redeveloper shall give the Agency at least fifteen (15) Days prior written notice of such permitted transfer, including a description of the nature of such permitted transfer, and the name(s) and address(es) of the transferee and any parties, individuals or entities involved in such permitted transfer; (ii) the Redeveloper shall simultaneously provide to the Agency true and complete copies of all construction schedules and project budgets submitted to such mortgagee; and (iii) the amount of such mortgage, lien or other encumbrance does not exceed the Redeveloper's costs associated with the acquisition, development, construction and marketing of the Project (including soft costs); and (b) the sale and/or lease of the Property subsequent to the issuance of a Certificate of Completion for the Property.

8.4 Prohibition Against Speculative Development. Because of the importance of the development of the Property to the general welfare of the community, the Redeveloper represents and agrees that its acquisition of the Property and the Redeveloper's undertakings pursuant to this Redevelopment Agreement are, and will be used, for the purpose of the redevelopment or rehabilitation the Property as provided herein, and not for speculation in land holding.

8.5 Information As To Ownership Of Redeveloper. In order to assist in the effectuation of the purpose of this Article 8, within seven (7) Days of the Effective Date, the Redeveloper shall submit to the Agency an incumbency certificate of the Redeveloper as of the Effective Date, subscribed and sworn to by a manager of the Redeveloper, setting forth the name(s) and address(es) of all entities owning at least a 10% interest in the Redeveloper, and, as to each such entity, all entities owning at least a 10% interest therein, such disclosure being intended to be the same disclosure that the Redeveloper will be required to make in connection with its Governmental Applications for land use approvals pursuant to N.J.S.A. 40:55D-48.2 and as is required under N.J.S.A. 52:25-24.2.

- (a) At least annually during the period between the Effective Date and Completion of the Project as evidenced by the issuance of a Certificate of Completion, and at such other times as reasonably requested by the Agency, the Redeveloper will submit to the Agency an updated incumbency certificate and keep same current.
- (b) The Redeveloper will immediately notify the Agency in writing of any and all changes whatsoever in the ownership of the Redeveloper, legal or beneficial, or of any other act or transaction involving or resulting in any change in such ownership or in the relative distribution thereof, or with respect to the identity of the parties in control of the Redeveloper or the

degree thereof, of which it or any of its officers or members have been notified or otherwise have knowledge or information.

- (c) The Redeveloper shall, at such time or times as the Agency may request, furnish the Agency with a complete statement subscribed and sworn to by managing member of the Redeveloper, setting forth all of managing members, or other owners of equity interests of the Redeveloper and the extent of their respective holdings, and in the event any other parties have a beneficial interest in the Redeveloper's entity, their names and the extent of such interest.

ARTICLE 9

MORTGAGE FINANCING

9.1 Mortgages, Liens, Or Other Encumbrances. Prior to the issuance of a Certificate of Completion, the Redeveloper shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Project on the Property, by mortgage or involuntary act of the Redeveloper or others, upon obtaining knowledge or notice of same.

9.2 Obligations Of Mortgagee. Notwithstanding any of the provisions of this Redevelopment Agreement, including but not limited to those which are or are intended to be covenants running with the land, the holder of any mortgage authorized by this Redevelopment Agreement (including any such holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or such part from or through any such holder or (b) any other purchaser at foreclosure sale, other than the holder of the mortgage itself) shall in no way be obligated by the provisions of this Redevelopment Agreement to construct or complete the Project for any of the Property or to guarantee such construction or completion; provided that nothing in this Article or any other Article or provision of this Redevelopment 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 project thereon, other than those uses provided or permitted under this Agreement, the Redevelopment Plan, Governmental Approvals and Applicable Laws.

9.3 Notice Of Default To Mortgagee And Right To Cure. Whenever the Agency shall deliver any notice or demand to the Redeveloper with respect to any breach or Default by the Redeveloper under this Redevelopment Agreement, the Agency shall at the same time deliver to each lender (or equity participant in Redeveloper) a copy of such notice or demand, provided that the Redeveloper has delivered to the Agency a written notice of the name and address of such lender and equity participant. Each such lender shall (insofar as the rights of the Agency are concerned) have the right, at its option, within thirty (30) Days after receipt of a Notice of Default, to cure any such Default with respect to that portion of the Project which is being financed by such lender and which is subject to being cured and to add the cost thereof to the debt and the lien which it holds, or to the obligations of the lessees under any lease-back or of the guarantor under any other conveyance for financing; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the lender promptly begins to take actions to correct the Default upon

its receipt of notice thereof or, if required, upon its obtaining possession of the Property, and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the Agency otherwise consents in writing to an extension of time.

ARTICLE 10

EVENTS OF DEFAULT

10.1 Events Of Default. Any one or more of the following shall constitute an Event of Default hereunder, subject to Force Majeure Extension and tolling as provided elsewhere in this Agreement:

(a) Failure of the Redeveloper or the Agency to observe or perform any covenant, condition, representation, warranty or agreement hereunder, and any act or omission characterized elsewhere in this Agreement as a Default, and the continuance of such failure, act or omission for a period of thirty (30) Days after receipt by the defaulting party of written notice from the non-defaulting party specifying the nature of such failure and requesting that such failure, act or omission be remedied (a "Notice of Default"); provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the defaulting party promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(b) (i) If the Redeveloper shall have applied for or consented to the appointment of a custodian, receiver, trustee or liquidator of all or a substantial part of its assets; (ii) a custodian shall have been legally appointed with or without consent of the Redeveloper; (iii) the Redeveloper, (A) has made a general assignment for the benefit of creditors, or (B) has filed a voluntary petition in bankruptcy or a petition or an answer seeking an arrangement with creditors or has taken advantage of any insolvency law; (iv) the Redeveloper has filed an answer admitting the material allegations of a petition in any bankruptcy or insolvency proceeding; or (v) the Redeveloper shall take any action for the purpose of effecting any of the foregoing; (vi) a petition in bankruptcy shall have been filed against the Redeveloper, and shall not have been dismissed for a period of ninety (90) consecutive Days; (vii) an Order for Relief shall have been entered with respect to or for the benefit of the Redeveloper under the Bankruptcy Code; (viii) an Order, judgment or decree shall have been entered, without the application, approval or consent of the Redeveloper, by any court of competent jurisdiction appointing a receiver, trustee, custodian or liquidator of Redeveloper, or a substantial part of its assets and such order, judgment or decree shall have continued unstayed and in effect for any period of ninety (90) consecutive Days; or (ix) the Redeveloper shall have suspended the transaction of its usual business.

(c) The Redeveloper (i) fails to perform its obligations with respect to the implementation of the Project on the Property in accordance with this Agreement and the Construction Schedule, the Redevelopment Plan, Governmental Approvals or Applicable Laws, including but not limited to failure to Commence Construction or Complete Construction in accordance with the Construction Schedule related to the Project; or (ii) abandons the Project or substantially suspends construction work without the prior knowledge and consent of the Agency

(unless such suspension arises out of a Force Majeure Event), and any such failure, abandonment or suspension shall not be cured, ended, or remedied within thirty (30) Days after receipt by the Redeveloper of a Notice of Default; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(d) There is a transfer of the Property, or interest therein, or an assignment of Redeveloper's interest in this Agreement that does not comply with the requirements of Article 8.

(e) The material breach of any warranty or representation made by the Redeveloper or the Agency.

(f) The violation by the Redeveloper of any covenant or restriction contained in the Declaration of Covenants and Restrictions, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency; provided, however, that if the Default is one that cannot be completely cured within thirty (30) Days after receipt of the Notice of Default, it shall not be an Event of Default as long as the Redeveloper promptly begins to take actions to correct the Default upon its receipt of notice thereof and is proceeding with due diligence to remedy the Default as soon as practicable, but in no event longer than ninety (90) Days unless the non-defaulting party consents, in writing, to an extension of time to cure.

(g) The Redeveloper's failure to pay or delinquency in the payment of real property taxes or assessments or payments in lieu of taxes applicable to the Property, which violation is not cured within thirty (30) Days after receipt by the Redeveloper of a Notice of Default from the Agency.

10.2 Remedies Upon Event Of Default. Whenever any Event of Default of the Redeveloper shall have occurred, the Agency may, on written notice to the Redeveloper (a "Termination Notice"), terminate this Agreement and the Redeveloper's designation as the exclusive Redeveloper for the Property and take whatever other action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants of the Redeveloper under this Agreement. In addition, the Redeveloper shall be responsible for any and all costs or expenses incurred by the Agency, including reasonable attorney's fees, incurred in connection with the termination of this Agreement, the termination of the Redeveloper's designation, and any and all other action take at law or in equity by the Agency to enforce the terms of this Agreement. Whenever any Event of Default of the Agency shall have occurred, the Redeveloper, after issuance of a Termination Notice to the Agency, may take whatever action at law or in equity as may appear necessary or desirable to enforce the terms of this Agreement.

10.3 Force Majeure Extension. For the purposes of this Agreement, neither the Agency nor the Redeveloper shall be considered in breach or in Default with respect to its obligations hereunder because of a delay in performance arising from a Force Majeure Event. It is the purpose

and intent of this provision that in the event of the occurrence of any such delay, the time or times for performance of the obligations of the Agency or the Redeveloper shall be extended for the period of the delay; provided, however, that such delay is actually caused by or results from the Force Majeure Event. The time for completion of any specified obligation hereunder shall be tolled for a period of time up to but not exceeding the period of delay resulting from the occurrence of a Force Majeure Event. To invoke the tolling provisions hereunder, the party invoking the provisions hereof must give written notice to the other party of the occurrence of a Force Majeure Event as soon as practicable but in no event more than ninety (90) Days after the occurrence thereof.

10.4 No Waiver. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by the Agency in asserting any of its rights or remedies as to any Default by Redeveloper, shall not operate as a waiver of such Default, or of any such rights or remedies, or to deprive the Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

10.5 Remedies Cumulative. No remedy conferred by any of the provisions of this Redevelopment Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

10.6 Failure or Delay by Either Party. Except as otherwise expressly provided in this Redevelopment Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any Default, shall not operate as a waiver of any Default, or any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies as established by this Agreement.

10.7 Replacement Of Redeveloper. Upon termination of this Agreement by the Agency due to an Event of Default by the Redeveloper the Agency shall, pursuant to its responsibilities under Applicable Law, use reasonable efforts to designate a replacement developer for the Project on the Property. Such replacement redeveloper shall be designated as soon and in such a manner as the Agency shall find feasible and consistent with the objectives of the Applicable Law and of the Redevelopment Plan. The Redeveloper shall deliver to the Agency originals of all Project documents for the Property to the extent that such documents are in the possession and control of the Redeveloper or its consultants, contractors, engineers, architects or agents, and shall upon request execute assignments of all Project documents for the Property and other rights and agreements pertaining to the Project on the Property in favor of the Agency.

ARTICLE 11 **INSURANCE**

11.1 Insurance – General Requirements. Within thirty (30) Days of the Effective Date of this Agreement, and at all times thereafter until the earlier to occur of the termination of this Agreement or such time as the Agency issues a Certificate of Completion for the Project in

accordance with the provisions of this Agreement, the Redeveloper shall maintain, or cause to be maintained by its contractors, who shall name the Agency as an additional named insured and provide proof of same, insurance for the mutual benefit of the Agency and the Redeveloper as their interests may appear:

(a) Loss or damage by fire, and such other risks as may be included in the standard form of extended coverage insurance from time to time available, in amounts sufficient to prevent the Agency or Redeveloper from becoming a co-insurer within the terms of the applicable policies, and in any event, in amounts not less than 100% of the then full insurable value (as hereinafter defined) of the Project;

(b) All claims for bodily injury and property damage, under a policy of comprehensive general public liability insurance, with such limits as may reasonably be required by the Agency from time to time, but not less than \$2,000,000.00 per occurrence in respect of injury or death and \$4,000,000.00 aggregate general liability policy;

(c) Workers compensation insurance in an amount not less than \$1,000,000.00 or as statutorily may be required under Applicable Laws for employees of Redeveloper and its contractors;

(d) Builder's risk insurance; and

(e) Such coverage may be maintained through policies obtained by contractors retained by the Redeveloper so long as such policies identify the Redeveloper and the Agency as additional insureds thereunder.

The Redeveloper's obligation to provide insurance, or to arrange for its contractors to provide insurance, as to the Project on the Property shall cease upon the issuance of a Certificate of Completion for the Project.

The Redeveloper shall furnish the Agency with satisfactory proof that it has obtained all applicable insurance as described in this section from insurance companies or underwriters reasonably satisfactory to the Agency. The Redeveloper shall furnish to the Agency certificates of the preceding types of insurance showing the type, amount, and class of operations insured and the effective and expiration dates of the policies. The certificates shall be submitted promptly prior to the date that the Redeveloper enters onto the Property pursuant to the terms of this Agreement and the Redeveloper shall not be entitled to enter onto the Property or to exercise any other rights hereunder until the certificate has been received and verified. Until construction of the Project on the Property is completed and a Certificate of Completion issued, the Redeveloper shall, on an annual basis, provide the Agency with proof that the aforesaid insurance policies are being maintained.

11.2 Insurance –Restrictions. All insurance provided for under this Agreement will be reasonably effected under valid enforceable policies issued by insurers rated "A" or better by A.M. Best and reasonably acceptable to the Agency. On or before the Closing Date for the Property, a certificate procured by the Redeveloper pursuant to Section 11.1(or certificates thereof) will be

delivered to the Agency at least thirty (30) Days prior to the expiration date of any policy, the original renewal policy (or certificates thereof) for such insurance will be delivered by the Redevelopers to the Agency as aforesaid, together with satisfactory evidence of payment of the premium thereon. All policies referred to in Section 11.1 will, to the extent then generally obtainable, contain agreements by the insurers that (a) any loss will be payable to the Agency, notwithstanding any act or negligence of the Redeveloper which might otherwise result in forfeiture of said insurance, (b) such policies may not be canceled except upon thirty (30) Days prior written notice to each named insured and loss payee, and (c) the coverage afforded thereby must not be affected by the performance of any work in or about the Property.

11.3 Agency as Insured. All policies of insurance required herein shall name the Agency as an insured, as its interests may appear.

11.4 Additional Insurance. Nothing in this Article shall prevent the Redeveloper from taking out insurance of the kind and in the amounts and with companies provided for under Section 11.1 under a blanket insurance policy or policies which can cover other property as well as the Property; provided, however, that any such policy of insurance provided for under Section 11.1 must (a) specify therein, or the Redeveloper shall furnish the Agency with a written statement from the insurers under such policies specifying the amount of the total insurance allocated to the Project, which amount will not be less than the amount required by Section 11.1 to be carried, and (b) not contain any clause which would result in the insured thereunder being required to carry insurance with respect to the property covered thereby in an amount equal to a minimum specified percentage of the full insurable value of such property in order to prevent the insured therein named from becoming a co-insurer of any loss with insurer under such policy.

11.5 Deductibles. All insurance provided under this Article 11 may contain loss deductible clauses in such maximum amounts as the Agency approves in its reasonable discretion.

11.6 Subrogation. All insurance policies obtained pursuant to this Article must include waivers of subrogation against the Agency and the Redeveloper.

ARTICLE 12

COMMUNITY INITIATIVES

12.1 Equal Employment Opportunity. The Redeveloper agrees that during construction of the Project:

(a) The Redeveloper will not discriminate against any employee of the Redeveloper or applicant for employment because of race, color, religion, sex, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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

that 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 or national origin.

(c) The obligations contained in this Article 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 Redeveloper shall so provide.

12.2 Project Employment Agreement.

12.2(a) Binding Agreements. If required by any other agreements entered into between the Parties, the Redeveloper shall and shall cause any of its agents and contractors to enter into contracts with the Agency and/or the City and comply with the Project Employment and Contracting Agreement and other Affirmative Action Policies as currently in effect, and as same may be amended from time to time.

12.2(b) Opportunities for Jersey City Residents in Construction Jobs and Contractors/ Subcontractors. The Redeveloper shall make a good faith effort to provide that the workforce engaged in the construction of the Project shall consist of Jersey City residents and that the contractors/subcontractors shall consist of companies with their principal place of business located in Jersey City, New Jersey. The Redeveloper shall be deemed to have satisfied the good faith effort requirement if the Redeveloper takes the following actions: (i) 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 Jersey City residents in the construction of the Project; (ii) work with the representative of the Jersey City Employment and Training Program ("JCETP") assigned to the Project so that the JCETP Representative may refer qualified Jersey City residents to contractors/subcontractors; (iii) notify the JCETP representative of any contracting opportunities that are available for the Project prior to bidding and/or execution of construction contracts so that the JCETP representative can provide the Redeveloper with a list of qualified Jersey City contractors who may be interested in performing and/or bidding on the work; and (iv) notify any Jersey City contractors that are provided to the Redeveloper by the JCETP representative of the opportunity to contract for the work and/or to bid on the Project. In the event that the Redeveloper, its successors or assigns executes a Project Employment & Contracting Agreement ("PECA") in conjunction with a financial agreement for long term tax exemption for the Project, compliance with the provisions of the PECA will be deemed compliance with this provision of the Agreement.

ARTICLE 13 **OTHER REDEVELOPER OBLIGATIONS**

13.1 Defense/Indemnification. (a) Except if arising or caused by the gross negligence or willful misconduct of the Agency or any of its contractors, employees, agents or invitees, the Redeveloper agrees to indemnify and hold the Agency and its agents, employees and/or representatives harmless against any litigation filed against the Agency and its agents, employees

and/or representatives challenging any aspect of the Agreement or the Project, including but not limited to, the validity of the Project or of any governmental action taken by the Agency to effectuate the Project, including but not limited to the Agency's entry into this Agreement, the Agency's acquisition of the Property by negotiated purchase or eminent domain, and the Agency's transfer of the Property to the Redeveloper thereunder. If such litigation is filed, the Agency shall retain control over the defense of such litigation and shall appoint counsel of its choice to defend the Agency in such litigation. The Redeveloper shall reimburse the Agency for the Agency's reasonable costs in defending such litigation and shall indemnify and hold the Agency harmless against any monetary judgment entered against the Agency in such litigation. The Agency shall promptly inform the Redeveloper of the filing of any litigation challenging the validity of the Project or of any governmental action taken by the Agency to effectuate the Project and shall have a continuing obligation to keep the Redeveloper apprised of the status of such litigation until the litigation is concluded.

(b) Using the Redeveloper's counsel or such other counsel as designated by the Redeveloper or the Redeveloper's insurers, the Redeveloper agrees to indemnify and hold harmless the Agency and its agents, employees and or/representatives, against, and the Redeveloper shall pay any and all liability, loss, cost, damage, claims, judgment, or expenses, of any and all kinds or nature and however arising, imposed by law, which the Agency may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, relating to the Redeveloper's activities in constructing the Project on the Property or based upon or arising out of contracts entered into by the Redeveloper which relate to the construction of the Project, whether as a result of Redeveloper's Default or out of the Redeveloper's acquisition, construction or installation of the Project on the Property, including but not limited to any all claims by workmen, employees or agents of the Redeveloper and unrelated third parties, which claims arise from the construction of the Project on the Property, the maintenance and functioning of improvements installed pursuant to the Project on the Property, or any other activities of the Redeveloper during the construction of the Project on the Property. The Parties agree that neither the Agency nor its directors, officers, agents, servants or employees shall be liable in any event for any action performed under this Agreement and that the Redeveloper shall save the Agency and its directors, officers, agents, servants or employees harmless from any claim or suit by a third party in connection with the Redeveloper's obligations under this Agreement, except for any claim arising from the gross negligence or intentional or willful acts of the Agency or its directors, officers, agents, servants or employees.

(c) The Redeveloper, at its own cost and expense, shall defend any and all claims, suits and actions, as described more fully within Section 13.1(b), which may be brought or asserted against the Agency and its directors, officers, agents, servants or employees; but this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance which may be provide for in this Agreement from its obligation to defend the Redeveloper, the Agency, and any other insured named in such policy of insurance in connection with claims, suits or actions covered by such policy.

(d) The Redeveloper releases the Agency from, agrees that the Agency shall not be liable for, and agrees to hold the Agency harmless against any expense or damages incurred

because of any litigation commenced as a result of any action taken by the Agency with respect to this Agreement and the Project on the Property, except if caused by the gross negligence or willful misconduct of the Agency or its contractors, directors, officers, agents, servants or employees.

(e) Upon the commencement of any litigation referred to in this Section, or if and when the Agency incurs any costs, expenses or damages described in this Section, the Agency shall give the Redeveloper prompt written notice thereof.

(f) All covenants, stipulations, promises, agreements and obligations of the Agency contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Agency and not of any member, officer or employee of the Agency in his or her individual capacity and no recourse shall be had for any claim based hereunder against any member, officer or employee of the Agency or any natural person executing this Agreement.

(g) The covenants and other provisions of this Section shall survive the termination of this Agreement as to any and all claims arising from this Agreement or the Project.

ARTICLE 14 **MISCELLANEOUS**

14.1 Cooperation. The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions hereof and the terms and conditions of this Agreement. The Agency further agrees to cooperate as may be reasonably requested by any mortgagee of the Redeveloper in connection with obtaining financing for the Project; provided, however, that all costs and expenses of such cooperation by the Agency shall constitute Agency Costs. The Agency further agrees to take all actions reasonably requested by Redeveloper to expedite the Project, including without limitation designating Agency staff liaisons to assist the Redeveloper in interacting with City departments, commissions, boards, authorities and the like.

14.2 Conflict of Interest. No member, official or employee of the Agency shall have any direct or indirect interest in this Redevelopment Agreement or the Project, nor participate in any decision relating to the Redevelopment Agreement or the Project which is prohibited by law.

14.3 No Consideration For Agreement. The Redeveloper warrants it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Redevelopment Agreement, other than normal costs of conducting business and costs of professional services such as architects, engineers, financial consultants and attorneys. The Redeveloper further warrants it has not paid or incurred any obligation to pay any officer or official of the Agency any money or other consideration for or in connection with this Redevelopment Agreement.

14.4 Non-Liability of Officials and Employees of the Agency. No member, official or employee of the Agency shall be personally liable to the Redeveloper, or any successor in interest, in the event of any Default or breach by the Agency, or for any amount which may become due to

the Redeveloper or its successor, or on any obligation under the terms of this Redevelopment Agreement.

14.5 Non-Liability of Officials and Employees of the Redeveloper. Unless otherwise obligated hereunder as a guarantor, no member, officer, shareholders, director, partner or employee of the Redeveloper, and no member, officer, shareholders, director, partner or employee of the members of the Redeveloper or the members of the Redeveloper shall be personally liable to the Agency, or any successor in interest, in the event of any Default or breach by the Redeveloper or for any amount which may become due to the Agency, or their successors, on any obligation under the terms of this Redevelopment Agreement.

14.6 Inspection of Books and Records. The Agency shall have the right, upon reasonable written notice to the Redeveloper, to inspect the books and records of the Redeveloper pertinent to the purposes of this Redevelopment Agreement. Such inspections must be performed at a time and in a manner so as to not unreasonably interfere with the business operations of the party whose books and records are being inspected.

14.7 Modification of Agreement. No amendment to this Agreement shall be considered binding on either of the Parties unless such amendment is in writing and specifically recites that it is being entered into by and between the Agency and Redeveloper with the specific intention to modify the terms of this Agreement. In the event that any such amendment is agreed to by the Parties, such amendment shall not modify, change or amend any portion of this Agreement except those specific portions that are recited in such amendment as being modified by such amendment. All other portions of this Agreement not so specifically amended in writing shall remain in full force and effect. No waiver by the Agency or the 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 both the Agency and the Redeveloper.

14.8 Notices and Demands A notice, demand or other communication under this Redevelopment 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 overnight courier or delivered personally (with receipt acknowledged), or by facsimile transmission (with receipt acknowledged) to the Parties at their respective addresses set forth herein, or at such other address or addresses with respect to the Parties or their counsel as any party may, from time to time, designate in writing and forward to the others as provided in this Section.

As to the Agency:

Diana Jeffrey, Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City New Jersey 07305

with copies to:

Christopher Fiore, Deputy Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City New Jersey 07305

and

David A. Clark, Esq.
Gluck Walrath, LLP
4 Paragon Way, Suite 400
Freehold, NJ 07728

As to the Redeveloper:

Ruben Randy Enterprise, LLC
41 Dorothy Avenue
Edison, New Jersey 08837

with copies to:

Constantine Bardis, Esq.
The Law Office of Constantine Bardis, LLC
1800 Main Street
Lake Como, NJ 07719

From time to time either party may designate a different person or address for all the purposes of this notice provision by giving the other party no less than ten (10) Days notice in advance of such change of address in accordance with the provisions hereof.

14.9 Titles of Articles and Sections. The titles of the several Articles and Sections of this Redevelopment Agreement, as set forth at the heads of said Articles and Sections, are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

14.10 Severability. The validity of any Articles and Sections, clauses or provisions of this Redevelopment Agreement shall not affect the validity of the remaining Articles and Sections, clauses or provisions hereof.

14.11 Successors Bound. This Redevelopment Agreement shall be binding upon the respective Parties hereto and their permitted successors and assigns.

14.12 Governing Law; Jurisdiction and Venue. This Redevelopment Agreement shall be governed by and construed and enforced pursuant to the laws of the State of New Jersey, without regard to its conflict of laws principles. Any action hereunder shall be brought exclusively in a court of the State of New Jersey sitting in Hudson County, New Jersey, and the Redeveloper hereby

waives all objections to such venue. Notwithstanding the above, the Parties may, upon mutual written consent, pursue alternate dispute resolution (such as mediation or binding arbitration) to attempt to resolve any issues or disputes arising from this Agreement.

14.13 Counterparts. This Redevelopment Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

14.14 Exhibits. Any and all Exhibits annexed to this Redevelopment Agreement are hereby made a part of this Redevelopment Agreement by this reference thereto.

14.15 Entire Agreement. This Redevelopment Agreement constitutes the entire agreement between the Parties hereto and supersedes all prior oral and written agreements between the Parties with respect to the subject matter hereof.

14.16 Waiver. No waiver made by any party with respect to any obligation of any other party under this Redevelopment Agreement shall be considered a waiver of any other rights of the party making the waiver beyond those expressly waived in writing and to the extent thereof.

14.17 Authorization. Each of the Parties hereto which are business entities represent and warrant that each has complied with all necessary formalities and the undersigned signatory has been duly authorized to execute this Agreement on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Redevelopment Agreement to be properly executed and their corporate seals affixed and attested as of the date first written above.

WITNESS:

JERSEY CITY REDEVELOPMENT
AGENCY

By: _____
Name: Diana Jeffrey
Title: Executive Director

WITNESS:

RUBEN RANDY ENTERPRISE, LLC

By: _____
Name:
Title:

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

BE IT REMEMBERED, that on _____, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared DIANA 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, a body corporate and politic, and the body corporate and politic named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by a proper resolution of the Board of Commissioners; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by DIANA JEFFREY, the Executive Director and Secretary as and for the voluntary act and deed of said body corporate and politic, in her presence, who thereupon subscribed his name thereto as attesting witness.

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

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

STATE OF NEW JERSEY)

) SS:
COUNTY OF MIDDLESEX)

BE IT REMEMBERED, that on _____, 2021, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared _____, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the of RUBEN RANDY ENTERPRISE, LLC, a limited liability company named in the within instrument; that the execution, as well as the making of this instrument, has been duly authorized by this limited liability company; that deponent well knows the seal of the body corporate and politic; and that the seal affixed to said instrument is the proper corporate seal and was thereto affixed and said instrument signed and delivered by the deponent as and for the voluntary act and deed of said body corporate and politic, in his presence, who thereupon subscribed his name thereto as attesting witness.

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

Notary Public of the State of NJ
My Commission Expires _____
(Affix Notarial Seal)

SCHEDULE A
(PROPERTY DESCRIPTION)

The property located at located at 116 Grant Avenue in Jersey City which is identified on the City tax map as Block 23101, Lot 50.

SCHEDULE B
(PROJECT DESCRIPTION)

The Redeveloper will rehabilitate the house on the Property in a manner consistent with the Redevelopment Plan and any other zoning requirements governing the Property so that the home qualifies for and obtains a Certificate of Occupancy.

SCHEDULE C
(CONSTRUCTION SCHEDULE)

Commencement of Construction: Already commenced.

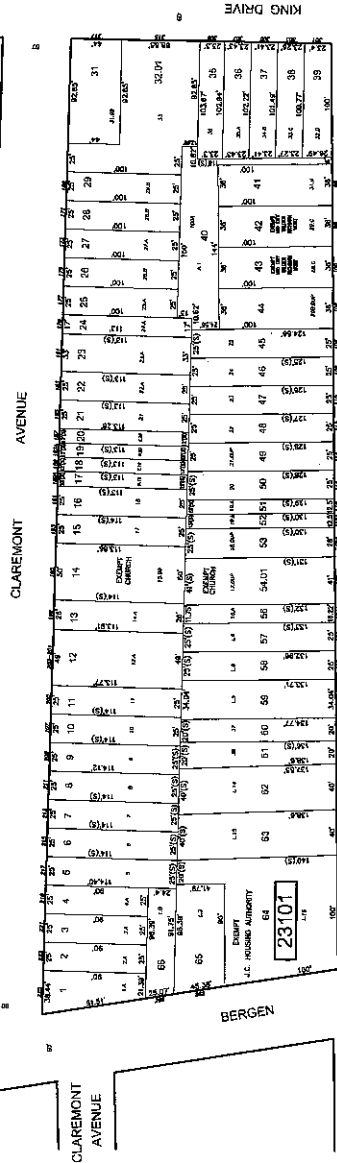
Completion of Construction: Within six (6) months of the Effective Date of this Agreement.

116 Grant Ave

231

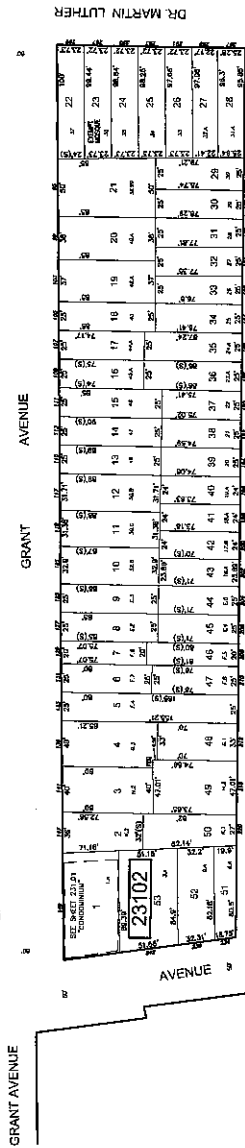
REVISIONS			
DATE	BY	DESCRIPTION	LOT
11/20/13	CHARLES A. AMMON	23101	24 & 25
11/20/13	CHARLES A. AMMON	23101	24 & 25

SEE SHEET 225

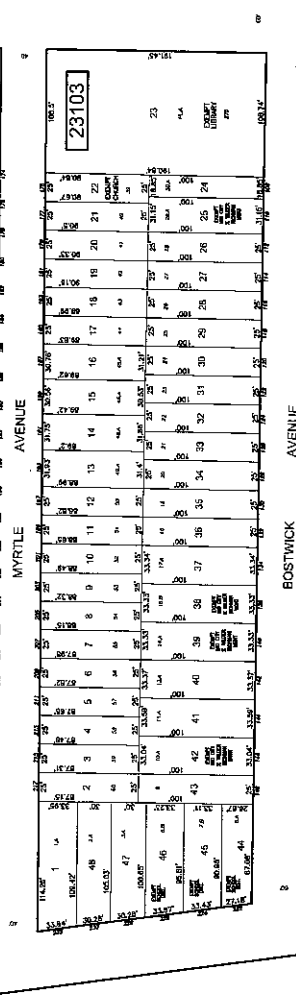


SEE SHEET 226

SEE SHEET 224



SEE SHEET 232



SEE SHEET 230

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2019, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINDALL ROAD, LITTLETON TOWNSHIP
NEW JERSEY, 07748
EST. 1986, CERTIFICATE # 45, EXPIRES 2021

SEE SHEET 234

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116 Grant Ave

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 651 TONNELE AVENUE, L.L.C., FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 1901, LOTS 1-19, COMMONLY KNOWN AS 577, 591, 595, 639, 641, 651, 655, 659, 661-671 TONNELE AVENUE AND 205-221 BLEECKER STREET AND BLOCK 1101, LOTS 1-9 COMMONLY KNOWN AS BLEECKER STREET, 689, 695 AND 697 TONNELE AVENUE, AND CARROL AVENUE, WITHIN THE TONNELE AVENUE LIGHT INDUSTRIAL REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City designated that certain area known as the Tonnele Avenue Light Industrial Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and enacted the Tonnele Avenue Light Industrial Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, 651 Tonnele Avenue, L.L.C. (the “**Redeveloper**”) proposes to redevelop certain properties identified on the City’s tax maps as Block 1901, Lots 1-19, commonly known as 577, 591, 595, 639, 641, 651, 655, 659, 661-671 Tonnele Avenue and 205-221 Bleecker Street and Block 1101, Lots 1-9, commonly known as Bleecker Street, 689, 695 and 697 Tonnele Avenue, and Carrol Avenue (collectively, the “**Property**”) located within the Redevelopment Area and governed by the Redevelopment Plan; and

WHEREAS, on June 18, 2019, the Agency adopted Resolution No. 19-06-14 conditionally designating Daylight Transport, LLC, as redeveloper of the Property, which designation was subsequently extended to allow time for the Agency and the Redeveloper to enter into a redevelopment agreement for the redevelopment of the Property; and

WHEREAS, Daylight Transport, LLC, assigned its rights to the Property to the Redeveloper; and

WHEREAS, the Redeveloper proposes to construct a warehouse distribution center consisting of a 100-door cross-dock truck terminal measuring approximately 50,845 square feet, including approximately 9,900 square feet of office space, onsite parking, together with off-site improvements on Carroll Avenue, Bleecker Street and Tonnele Avenue and streetscape improvements on Tonnele Avenue along the Property frontage all in accordance with the Redevelopment Plan (collectively, the “**Project**”); and

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


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

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

Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

Section 3. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 18, 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 EXECUTION OF A REDEVELOPMENT AGREEMENT WITH BEES CONSTRUCTION, LLC AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 25101, LOT 6, COMMONLY KNOWN AS 199 STEGMAN STREET WITHIN THE TURNKEY REDEVELOPMENT AREA

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

WHEREAS, the real property owned by the Agency commonly known as 199 Stegman Street in Jersey City identified on the City tax map as Block 25101, Lot 6 (the "Property") is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

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

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

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

WHEREAS, the Redeveloper is proposing to redevelop the Property by constructing a market rate two family home on the Property that conforms to the requirements of the Redevelopment Plan; and

WHEREAS, the Agency has determined that the Redeveloper has the skills and expertise necessary to carry out the redevelopment of the Property in accordance with the Redevelopment Plan and has agreed to sell the Property to the Redeveloper for a purchase price of fifty thousand (\$50,000.00) dollars so that the Redeveloper may undertake this redevelopment project; and

WHEREAS, the Agency and the Redeveloper have negotiated a mutually

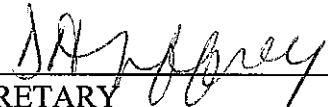
satisfactory Redevelopment Agreement and the Agency's Board wishes to authorize the approval and execution of that Redevelopment Agreement in substantially the form attached hereto.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Jersey City Redevelopment Agency hereby approves the Redevelopment Agreement with the Bees Construction, LLC (the "Redeveloper") for the redevelopment of the property located at 199 Stegman Street in Jersey City identified on the City tax map as Block 25101, Lot 6 (the "Property") in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Redevelopment Agreement with the Redeveloper on behalf of the Agency; and

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

RECORD OF COMMISSIONERS VOTE				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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 May 18, 2021.


 SECRETARY

SEE SHEET 250

REVISIONS		
DATE	BY	REVISION
10/2/2010	CHRISTOPHER A. ANDERSON	LUCINE BLOCK 101
07/22/2011	LOE	24854 23101
APPROVED FOR THE CITY OF HUDSON COUNTY		
APPROVED FOR THE TOWNSHIP OF TUNNUNGUN		



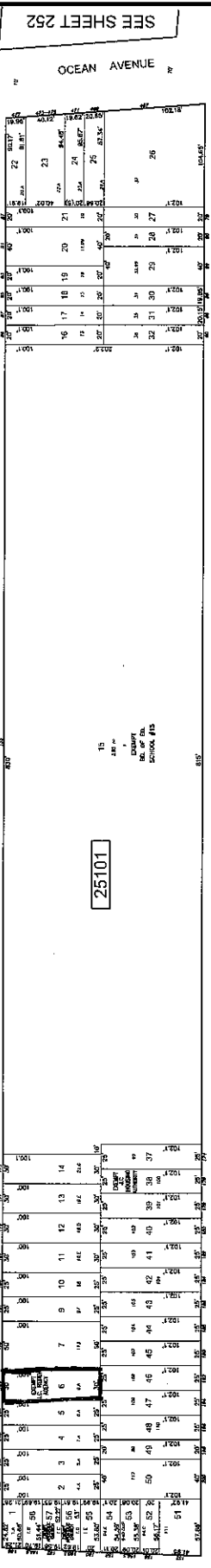
VAN CLEEF ST.

STEGMAN

DWIGHT

SEE SHEET 249

SEE SHEET 252



STREET

DWIGHT

SEE SHEET 258

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
DRAWING (CAD) AND COORDINATE GEOMETRY.

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 50'
AUGUST 7, 2008
RICHARD A. MORALLE, P.E., P.L.S.
11 TINDALL ROAD, ADDISON TOWNSHIP
NEW JERSEY, 07718

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 959

SEE SHEET 256

SEE SHEET 257

NEW - COMPTON 07713500

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING CONTRACT NO. 20-04-JS1 WITH FUSION CREATIVE, LLC. FOR GRAPHIC DESIGN AND WEBSITE SERVICES

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires graphic design and maintenance services from time to time in connection with its website (the “**Website Services**”); and

WHEREAS, the Agency previously issued a Request for Proposals for Website Design and Maintenance Services (the “**RFP**”) pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, including but not limited to *N.J.S.A. 40A:11-4.1 through -4.5* (the “**LPCL**”); and

WHEREAS, by Resolution No. 20-04-14 adopted on April 21, 2020 (the “**Authorizing Resolution**”), the Board of Commissioners awarded Contract No. 20-04-JS1 (the “**Agreement**”) to Fusion Creative, LLC. (“**Fusion**”) for an initial term commencing on June 1, 2020 and expiring on May 31, 2021 (the “**Term**”) in accordance with the rates proposed by Fusion in response to the RFP; and

WHEREAS, the Authorizing Resolution permitted the Agency to extend the Term of the Agreement for up to four (4) additional terms of up to one (1) year each, provided that in accordance with Fusion’s proposal, Year 2 of the Contract shall not exceed \$5,000; Year 3 of the Contract shall not exceed \$5,500; Year 4 of the Contract shall not exceed \$6,000; and Year 5 of the Contract shall not exceed \$6,500; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-15*, the Agency may extend the term of a contract upon a finding by the governing body that the services are being provided in an effective and efficient manner; and

WHEREAS, pursuant to Section 8 of the Agreement, the Authorizing Resolution and the LPCL, the Agency wishes to extend the Term effective June 1, 2021 and expiring on May 31, 2022 (the “**Additional Term**”), for an amount not to exceed Five Thousand Dollars (\$5,000) for the Additional Term; and

WHEREAS, the Website Services are being provided in an effective and efficient manner; and

WHEREAS, the Agency certifies that funds are available for the costs of the Additional Term,

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

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

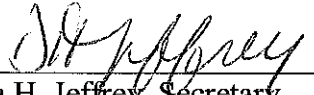
Section 2. The Board of Commissioners hereby authorizes the extension of the Term such that the Agreement expires on May 31, 2022 and for an amount not to exceed Five Thousand Dollars (\$5,000).

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

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

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 May 18, 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	✓			
Evelyn Jones	✓			
Erma D. Greene				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY ADOPTING THE 2021 BUDGET FOR FISCAL
YEAR JANUARY 1, 2021 TO DECEMBER 31, 2021**

FISCAL YEAR: **FROM:** January 1, 2021 **TO:** December 31, 2021

WHEREAS, the Annual Budget for the Jersey City Redevelopment Agency for the fiscal year beginning January 1, 2021 and ending, December 31, 2021 has been presented for adoption before the governing body of the Jersey City Redevelopment Agency at its open public meeting of May 18, 2021; and

WHEREAS, the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

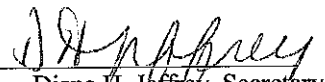
WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$2,825,000, Total Appropriations, including any Accumulated Deficit, if any, of \$3,063,582 and Total Unrestricted Net Position utilized of \$238,582; and

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Jersey City Redevelopment Agency, at an open public meeting held on May 18, 2021 that the Annual Budget of the Jersey City Redevelopment Agency for the fiscal year beginning, January 1, 2021 and, ending, December 31, 2021 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at the Regular Meeting of May 18, 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	✓			
Hon. Denise Ridley	✓			
Hon. Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY ACCEPTING THE
ANNUAL REPORT OF AUDIT FOR 2019**

WHEREAS, the Local Authorities Fiscal Control Law, specifically, *N.J.S.A. 40A:5A-15*, requires that each local authority make an annual audit of its books, accounts and financial transactions; and

WHEREAS, the Annual Report of Audit of the Jersey City Redevelopment Agency (the "**Agency**") for the year 2019 has been filed by a Registered Municipal Accountant with the Secretary of the Agency as required by law, and a copy has been received by each member of the Agency's Board of Commissioners; and

WHEREAS, in accordance with *N.J.S.A. 40A:5A-17* and regulations of the Local Finance Board in the Division of Local Government Services, Department of Community Affairs, the Board of Commissioners must enact a resolution certifying to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed the annual audit report, and specifically the sections of the audit report entitled Schedule of Findings and Questioned Costs and General Comments and Recommendations, and must also execute an affidavit with respect thereto,

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 Annual Report of Audit for the year 2019 is hereby accepted.

Section 3. The Agency hereby affirms that the members of the Agency's Board of Commissioners have reviewed the Annual Report of Audit, and specifically the sections of the audit report entitled Schedule of Findings and Questioned Costs and General Comments and Recommendations.

Section 4. The Secretary of the Agency is hereby authorized and directed to submit a certified copy of this Resolution and the required affidavit to the Division of Local Government Services of the State of New Jersey.

Section 5. This Resolution shall take effect immediately.

**CERTIFICATION OF GOVERNING BODY OF THE ANNUAL
AUDIT
GROUP AFFIDAVIT FORM**

STATE OF NEW JERSEY
COUNTY OF HUDSON

We, the members of the Board of Commissioners of the Jersey City Redevelopment Agency, in the City of Jersey City and the County of Hudson, being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Board of Commissioners of the Jersey City Redevelopment Agency in the City of Jersey City and the County of Hudson;
2. In the performance of our duties, and in accordance with N.J.S.A. 40A:5A-15 and N.J.S.A. 40A:5-17, we have familiarized ourselves with the contents of the Annual Report of Audit filed with the Secretary of the Agency for the year 2019;
3. We certify that we have personally reviewed and are familiar with, at a minimum, the sections of the Annual Report of Audit entitled Schedule of Findings and Questioned Costs and General Comments and Recommendations.

(L.S.) Donald R. Brown

(L.S.) Douglas Carlucci

(L.S.) Evelyn Jones

(L.S.) Erma D. Greene

(L.S.) Denise Ridley

(L.S.) Darwin R. Ona

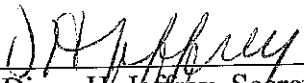
(L.S.) Daniel Rivera

Sworn to and subscribed before me this
_____ day of _____, 2021.
Notary Public of New Jersey

The Secretary of the Jersey City Redevelopment Agency shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be sent to the Bureau of Financial Regulation and Assistance, Division of Local Government Services, P.O. Box 803, Trenton, New Jersey 08625.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 18, 2021.

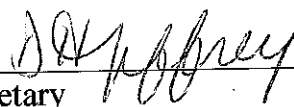

Diana H. Jeffrey, Secretary

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 APPROVING THE PERSONNEL LIST AS OF MAY 18, 2021

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of May 18, 2021

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of May 18, 2021 be approved as presented.


 Secretary

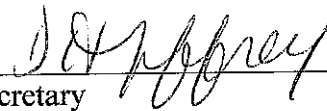
Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated May 18, 2021

<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
MAY 18, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of May 18, 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 May 18, 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 May 18, 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

Invoice History Report

Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction Amount	Post Date	Invoice Balance
ADVANCED SCAFFOLD SERVICES LLC							
ADVANCED SCAFFOLD SERVICES LLC	4/30/2021	33	Invoice	Scaffold Services at 84 Slip Avenue	\$1,200.00	4/30/2021	\$1,200.00
ADVANCED SCAFFOLD SERVICES LLC	5/18/2021	5342	Payment		(\$1,200.00)	5/18/2021	\$0.00
Totals for ADVANCED SCAFFOLD SERVICES LLC:							\$0.00
AFLAC							
AFLAC	5/1/2021	350778	Invoice	Employee Deductions per Payroll	\$1,509.30	5/1/2021	\$1,509.30
AFLAC	5/18/2021	5343	Payment		(\$1,509.30)	5/18/2021	\$0.00
Totals for AFLAC:							\$0.00
Apruzzese, McDermott, Mastro & Murphy							
Apruzzese, McDermott, Mastro & Murphy	4/13/2021	225292	Invoice	Legal Services - Internal Employment	\$140.00	4/13/2021	\$140.00
Apruzzese, McDermott, Mastro & Murphy	5/18/2021	5344	Payment		(\$140.00)	5/18/2021	\$0.00
Totals for Apruzzese, McDermott, Mastro & Murphy:							\$0.00
ARCHER & GREINER, P.C.							
ARCHER & GREINER, P.C.	4/7/2021	4215487	Invoice	Legal Services - LMD #13 Urban Renewal to FD#	\$12,252.50	4/7/2021	\$12,252.50
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$12,252.50)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214791	Invoice	Legal Services - 61-63 Slip Avenue	\$5,265.00	4/5/2021	\$5,265.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$5,265.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214798	Invoice	Legal Services - McMaple Holding	\$942.50	4/5/2021	\$942.50
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$942.50)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214799	Invoice	Legal Services- Pegasus / 100 Colden	\$582.00	4/5/2021	\$582.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$582.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214805	Invoice	Legal Services - 379 Communipaw Ave.	\$1,300.00	4/5/2021	\$1,300.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$1,300.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214797	Invoice	Legal Services - 401 Whiton Street	\$2,957.00	4/5/2021	\$2,957.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$2,957.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4215395	Invoice	Legal Services - Whitlock Mills	\$2,665.00	4/5/2021	\$2,665.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$2,665.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214794	Invoice	Legal Services - OPRA Matters/General Represe	\$2,205.00	4/5/2021	\$2,205.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$2,205.00)	5/18/2021	\$0.00
ARCHER & GREINER, P.C.	4/5/2021	4214792	Invoice	Legal Services - Bates Street Redevelopment	\$1,592.50	4/5/2021	\$1,592.50
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$1,592.50)	5/18/2021	\$0.00

Jersey City Redevelopment Agency

Invoice History Report

Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction Amount	Post Date	Invoice Balance
ARCHER & GREINER, P.C.	4/5/2021	4214806	Invoice	Legal Services - 330 MLK Redevelopment	\$1,300.00	4/5/2021	\$1,300.00
ARCHER & GREINER, P.C.	5/18/2021	5345	Payment		(\$1,300.00)	5/18/2021	\$0.00
Totals for ARCHER & GREINER, P.C.:							\$0.00
BROWN - BROWN METRO INC.							
BROWN - BROWN METRO INC.	5/13/2021	217404	Invoice	Insurance Renewal - 2021-2022 Crime Renewal	\$1,195.00	5/13/2021	\$1,195.00
BROWN - BROWN METRO INC.	5/18/2021	5346	Payment		(\$1,195.00)	5/18/2021	\$0.00
Totals for BROWN - BROWN METRO INC.:							\$0.00
BROWNFIELD REDEVELOPMENT SOLUTIONS							
BROWNFIELD REDEVELOPMENT SOLUTIONS	1/1/2021	4870	Invoice	Environmental Support Services for Grand Jers	\$3,250.00	1/1/2021	\$3,250.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	5/18/2021	5347	Payment		(\$3,250.00)	5/18/2021	\$0.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	1/1/2021	4969	Invoice	Morris Canal-Greenway Implementation Plan	\$6,446.50	1/1/2021	\$6,446.50
BROWNFIELD REDEVELOPMENT SOLUTIONS	5/18/2021	5347	Payment		(\$6,446.50)	5/18/2021	\$0.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	3/31/2021	5232	Invoice	Oversight & Mgmt Services for EPA Haz. Subs. A	\$1,830.00	3/31/2021	\$1,830.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	5/18/2021	5347	Payment		(\$1,830.00)	5/18/2021	\$0.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	3/31/2021	5234	Invoice	Oversight & Mgmt Services for EPA Mill Creek	\$125.00	3/31/2021	\$125.00
BROWNFIELD REDEVELOPMENT SOLUTIONS	5/18/2021	5347	Payment		(\$125.00)	5/18/2021	\$0.00
Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:							\$0.00
CASH							
CASH	5/11/2021	Replenishment	Invoice	Petty Cash Replenishment	\$399.22	5/11/2021	\$399.22
CASH	5/18/2021	5348	Payment		(\$399.22)	5/18/2021	\$0.00
Totals for CASH:							\$0.00
CHRISTOPHER FIORE							
CHRISTOPHER FIORE	4/27/2021	INV82820253	Invoice	Expense Reimbursement - Zoom	\$91.85	4/27/2021	\$91.85
CHRISTOPHER FIORE	5/18/2021	5349	Payment		(\$91.85)	5/18/2021	\$0.00
CHRISTOPHER FIORE	5/3/2021	May 2021	Invoice	Expense Reimbursement	\$91.02	5/3/2021	\$91.02
CHRISTOPHER FIORE	5/18/2021	5349	Payment		(\$91.02)	5/18/2021	\$0.00
CHRISTOPHER FIORE	1/30/2021	January 2021	Invoice	Expense Reimbursement	\$127.94	1/30/2021	\$127.94
CHRISTOPHER FIORE	5/18/2021	5349	Payment		(\$127.94)	5/18/2021	\$0.00
Totals for CHRISTOPHER FIORE:							\$0.00
CME ASSOCIATES							
CME ASSOCIATES	9/17/2020	0267078	Invoice	Engineering Services - Berry Lane Park - Skate P	\$1,576.00	9/17/2020	\$1,576.00

Jersey City Redevelopment Agency

Invoice History Report

Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction	
					Amount	Post Date Invoice Balance
CME ASSOCIATES	5/18/2021	5350	Payment		(\$1,576.00)	5/18/2021 \$0.00
CME ASSOCIATES	9/29/2020	0267944	Invoice	Engineering Services - Berry Lane Park - Pavill	\$4,744.50	9/29/2020 \$4,744.50
CME ASSOCIATES	5/18/2021	5350	Payment		(\$4,744.50)	5/18/2021 \$0.00
CME ASSOCIATES	9/29/2020	0267945	Invoice	Engineering Services - Berry Lane Park - Skate P	\$628.00	9/29/2020 \$628.00
CME ASSOCIATES	5/18/2021	5350	Payment		(\$628.00)	5/18/2021 \$0.00
CME ASSOCIATES	10/16/2020	0268677	Invoice	Engineering Services - Berry Lane Park - Pavill	\$2,710.50	10/16/2020 \$2,710.50
CME ASSOCIATES	5/18/2021	5350	Payment		(\$2,710.50)	5/18/2021 \$0.00
CME ASSOCIATES	10/29/2020	0269718	Invoice	Engineering Services - Berry Lane Park - Pavill	\$1,033.50	10/29/2020 \$1,033.50
CME ASSOCIATES	5/18/2021	5350	Payment		(\$1,033.50)	5/18/2021 \$0.00
CME ASSOCIATES	11/30/2020	0271467	Invoice	Engineering Services - Berry Lane Park - Pavill	\$3,088.00	11/30/2020 \$3,088.00
CME ASSOCIATES	5/18/2021	5350	Payment		(\$3,088.00)	5/18/2021 \$0.00
CME ASSOCIATES	11/30/2020	0271468	Invoice	Engineering Services - Berry Lane Park - Skate P	\$514.00	11/30/2020 \$514.00
CME ASSOCIATES	5/18/2021	5350	Payment		(\$514.00)	5/18/2021 \$0.00
CME ASSOCIATES	12/17/2020	0272245	Invoice	Engineering Services - Berry Lane Park - Pavill	\$3,223.75	12/17/2020 \$3,223.75
CME ASSOCIATES	5/18/2021	5350	Payment		(\$3,223.75)	5/18/2021 \$0.00
CME ASSOCIATES	12/17/2020	0272244	Invoice	Engineering Services - Berry Lane Park - Skate P	\$489.50	12/17/2020 \$489.50
CME ASSOCIATES	5/18/2021	5350	Payment		(\$489.50)	5/18/2021 \$0.00
CME ASSOCIATES	1/8/2021	0274561	Invoice	Engineering Services - Berry Lane Park - Pavill	\$504.00	1/8/2021 \$504.00
CME ASSOCIATES	5/18/2021	5350	Payment		(\$504.00)	5/18/2021 \$0.00
CME ASSOCIATES	1/28/2021	0274562	Invoice	Engineering Services - Berry Lane Park - Skate P	\$1,283.00	1/28/2021 \$1,283.00
CME ASSOCIATES	5/18/2021	5350	Payment		(\$1,283.00)	5/18/2021 \$0.00
CME ASSOCIATES	1/15/2021	0273618	Invoice	Engineering Services - Berry Lane Park - Skate P	\$178.00	1/15/2021 \$178.00
CME ASSOCIATES	5/18/2021	5351	Payment		(\$178.00)	5/18/2021 \$0.00
CME ASSOCIATES	1/15/2021	0273617	Invoice	Engineering Services - Berry Lane Park - Pavill	\$443.00	1/15/2021 \$443.00
CME ASSOCIATES	5/18/2021	5351	Payment		(\$443.00)	5/18/2021 \$0.00
CME ASSOCIATES	2/12/2021	0275388	Invoice	Engineering Services - Berry Lane Park - Skate P	\$133.50	2/12/2021 \$133.50
CME ASSOCIATES	5/18/2021	5351	Payment		(\$133.50)	5/18/2021 \$0.00
CME ASSOCIATES	4/16/2021	0278877	Invoice	Engineering Services - Berry Lane Park - Skate P	\$1,307.00	4/16/2021 \$1,307.00
CME ASSOCIATES	5/18/2021	5351	Payment		(\$1,307.00)	5/18/2021 \$0.00
CME ASSOCIATES	4/16/2021	0278876	Invoice	Engineering Services - Berry Lane Park - Pavill	\$177.00	4/16/2021 \$177.00
CME ASSOCIATES	5/18/2021	5351	Payment		(\$177.00)	5/18/2021 \$0.00

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CME ASSOCIATES	9/17/2020	0267077	Invoice	Engineering Services - Berry Lane Park - Skate P	\$6,369.50	9/17/2020	\$6,369.50
CME ASSOCIATES	5/18/2021	5351	Payment		(\$6,369.50)	5/18/2021	\$0.00
CME ASSOCIATES	3/11/2021	0276914	Invoice	Engineering Services - Berry Lane Park - Pavill	\$88.50	3/11/2021	\$88.50
CME ASSOCIATES	5/18/2021	5351	Payment		(\$88.50)	5/18/2021	\$0.00
CME ASSOCIATES	4/16/2021	0278878	Invoice	Engineering Services - Bayfront Redevelopment	\$4,140.00	4/16/2021	\$4,140.00
CME ASSOCIATES	5/18/2021	1165	Payment		(\$4,140.00)	5/18/2021	\$0.00
CME ASSOCIATES	4/29/2021	0280251	Invoice	Engineering Services - Bayfront Redevelopment	\$28,952.50	4/29/2021	\$28,952.50
CME ASSOCIATES	5/18/2021	1165	Payment		(\$28,952.50)	5/18/2021	\$0.00
Totals for CME ASSOCIATES:							\$0.00
COMCAST	4/28/2021	354-3248876	Invoice	Internet Service at 665 Ocean Avenue	\$201.55	4/28/2021	\$201.55
COMCAST	5/18/2021	5352	Payment		(\$201.55)	5/18/2021	\$0.00
COMCAST	4/16/2021	354-3345680	Invoice	66 York St - Business Internet and Cable	\$183.30	4/16/2021	\$183.30
COMCAST	5/18/2021	5353	Payment		(\$183.30)	5/18/2021	\$0.00
Totals for COMCAST:							\$0.00
CRYSTAL POINT CONDOMINIUM ASSOC.							
CRYSTAL POINT CONDOMINIUM ASSOC.	5/1/2021	May 2021	Invoice	Maintenance Fee	\$160.32	5/1/2021	\$160.32
CRYSTAL POINT CONDOMINIUM ASSOC.	5/18/2021	5354	Payment		(\$160.32)	5/18/2021	\$0.00
Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:							\$0.00
DELTA STORAGE							
DELTA STORAGE	5/1/2021	June 2021	Invoice	Storage Unit - Size: 10x29, Unit #: 1172	\$828.00	5/1/2021	\$828.00
DELTA STORAGE	5/18/2021	5355	Payment		(\$828.00)	5/18/2021	\$0.00
Totals for DELTA STORAGE:							\$0.00
DIANA JEFFREY							
DIANA JEFFREY	4/2/2021	April 2021	Invoice	Dental Reimbursement - Dependent	\$45.00	4/2/2021	\$45.00
DIANA JEFFREY	5/18/2021	5356	Payment		(\$45.00)	5/18/2021	\$0.00
DIANA JEFFREY	4/22/2021	April 2021	Invoice	Dental Reimbursement - Dependent	\$115.20	4/22/2021	\$115.20
DIANA JEFFREY	5/18/2021	5356	Payment		(\$115.20)	5/18/2021	\$0.00
Totals for DIANA JEFFREY:							\$0.00
ELIZABETH VASQUEZ							
ELIZABETH VASQUEZ	5/1/2021	May 2021	Invoice	Expense Reimbursement	\$289.87	5/1/2021	\$289.87

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ELIZABETH VASQUEZ	5/18/2021	5357	Payment		(\$289.87)	5/18/2021	\$0.00
Totals for ELIZABETH VASQUEZ:							\$0.00
EVENING JOURNAL ASSOCIATION							
EVENING JOURNAL ASSOCIATION	3/31/2021	March 2021	Invoice	Miscellaneous Legal Advertising	\$139.71	3/31/2021	\$139.71
EVENING JOURNAL ASSOCIATION	5/18/2021	5358	Payment		(\$139.71)	5/18/2021	\$0.00
EVENING JOURNAL ASSOCIATION	4/30/2021	2720869	Invoice	Miscellaneous Legal Advertising	\$66.42	4/30/2021	\$66.42
EVENING JOURNAL ASSOCIATION	5/18/2021	5358	Payment		(\$66.42)	5/18/2021	\$0.00
Totals for EVENING JOURNAL ASSOCIATION:							\$0.00
FEDERAL EXPRESS							
FEDERAL EXPRESS	4/19/2021	7-343-40907	Invoice	Overnight Deliveries	\$111.48	4/19/2021	\$111.48
FEDERAL EXPRESS	5/18/2021	5359	Payment		(\$111.48)	5/18/2021	\$0.00
FEDERAL EXPRESS	4/26/2021	7-350-88680	Invoice	Overnight Deliveries	\$19.90	4/26/2021	\$19.90
FEDERAL EXPRESS	5/18/2021	5359	Payment		(\$19.90)	5/18/2021	\$0.00
FEDERAL EXPRESS	5/3/2021	7-358-32670	Invoice	Overnight Deliveries	\$95.00	5/3/2021	\$95.00
FEDERAL EXPRESS	5/18/2021	5359	Payment		(\$95.00)	5/18/2021	\$0.00
Totals for FEDERAL EXPRESS:							\$0.00
GLUCK WALRATH LLP							
GLUCK WALRATH LLP	4/28/2021	60535	Invoice	Legal Services - 671 Palisade Avenue	\$2,007.50	4/28/2021	\$2,007.50
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$2,007.50)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60536	Invoice	Legal Services - 201 New York Ave.	\$357.50	4/28/2021	\$357.50
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$357.50)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60537	Invoice	Legal Services - Bright and Varick Urban Renewal	\$3,727.50	4/28/2021	\$3,727.50
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$3,727.50)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60538	Invoice	Legal Services - 9 Myrtle Avenue MDW	\$329.90	4/28/2021	\$329.90
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$329.90)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60539	Invoice	Legal Services - 454 Palisade Avenue	\$55.00	4/28/2021	\$55.00
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$55.00)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60541	Invoice	Legal Services - Whitlock Mills	\$687.50	4/28/2021	\$687.50
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$687.50)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60542	Invoice	Legal Services - SciTech Scity	\$1,650.00	4/28/2021	\$1,650.00
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$1,650.00)	5/18/2021	\$0.00

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GLUCK WALRATH LLP	4/28/2021	60543	Invoice	Legal Services - 182 Hancock	\$385.00	4/28/2021	\$385.00
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$385.00)	5/18/2021	\$0.00
GLUCK WALRATH LLP	4/28/2021	60544	Invoice	Legal Services - 199 Siegmman	\$2,447.50	4/28/2021	\$2,447.50
GLUCK WALRATH LLP	5/18/2021	5360	Payment		(\$2,447.50)	5/18/2021	\$0.00
Totals for GLUCK WALRATH LLP:							\$0.00
HUDSON COUNTY REGISTER							
HUDSON COUNTY REGISTER	4/6/2021	127911	Invoice	Recording Fee - 51 Crescent Avenue- RDA	\$33.00	4/6/2021	\$33.00
HUDSON COUNTY REGISTER	5/18/2021	5361	Payment		(\$33.00)	5/18/2021	\$0.00
HUDSON COUNTY REGISTER	4/19/2021	127938	Invoice	Recording Fee - Homestead /Assenblage LLC - A	\$33.00	4/19/2021	\$33.00
HUDSON COUNTY REGISTER	5/18/2021	5361	Payment		(\$33.00)	5/18/2021	\$0.00
HUDSON COUNTY REGISTER	4/6/2021	127826	Invoice	Recording Fee - 201 New York Ave	\$33.00	4/6/2021	\$33.00
HUDSON COUNTY REGISTER	5/18/2021	5361	Payment		(\$33.00)	5/18/2021	\$0.00
Totals for HUDSON COUNTY REGISTER:							\$0.00
KINNEY LISOVICZ REILLY & WOLFF PC							
KINNEY LISOVICZ REILLY & WOLFF PC	4/6/2021	20400	Invoice	Legal Services- Employment Issues Ending 03/31	\$525.00	4/6/2021	\$525.00
KINNEY LISOVICZ REILLY & WOLFF PC	5/18/2021	5362	Payment		(\$525.00)	5/18/2021	\$0.00
KINNEY LISOVICZ REILLY & WOLFF PC	4/6/2021	20401	Invoice	Legal Services - JICRA v Urban League- Ending	\$297.50	4/6/2021	\$297.50
KINNEY LISOVICZ REILLY & WOLFF PC	5/18/2021	5362	Payment		(\$297.50)	5/18/2021	\$0.00
KINNEY LISOVICZ REILLY & WOLFF PC	4/6/2021	20403	Invoice	Legal Services - 665 Ocean - Kevin Baskin	\$735.00	4/6/2021	\$735.00
KINNEY LISOVICZ REILLY & WOLFF PC	5/18/2021	5362	Payment		(\$735.00)	5/18/2021	\$0.00
KINNEY LISOVICZ REILLY & WOLFF PC	4/6/2021	20402	Invoice	Legal Services - Insurance Issues	\$2,380.00	4/6/2021	\$2,380.00
KINNEY LISOVICZ REILLY & WOLFF PC	5/18/2021	5362	Payment		(\$2,380.00)	5/18/2021	\$0.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC:							\$0.00
Law Offices of Wanda Chin Monahan, LLC							
Law Offices of Wanda Chin Monahan, LLC	5/5/2021	1361	Invoice	Legal Services - Hampshire / Boraie	\$262.50	5/5/2021	\$262.50
Law Offices of Wanda Chin Monahan, LLC	5/18/2021	5363	Payment		(\$262.50)	5/18/2021	\$0.00
Totals for Law Offices of Wanda Chin Monahan, LLC:							\$0.00
MARIA E. AGUILAR-AMBROSSI							
MARIA E. AGUILAR-AMBROSSI	3/19/2021	March 2021	Invoice	Dental Reimbursement	\$2,245.00	3/19/2021	\$2,245.00
MARIA E. AGUILAR-AMBROSSI	5/18/2021	5364	Payment		(\$2,245.00)	5/18/2021	\$0.00
Totals for MARIA E. AGUILAR-AMBROSSI:							\$0.00

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Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction Amount	Post Date	Invoice Balance
MARYPAT NOONAN							
MARYPAT NOONAN	4/17/2021	April 2021	Invoice	Dental Reimbursement	\$198.00	4/17/2021	\$198.00
MARYPAT NOONAN	5/18/2021	5365	Payment		(\$198.00)	5/18/2021	\$0.00
				Totals for MARYPAT NOONAN:			\$0.00
MATRIX NEW WORLD ENGINEERING PC							
MATRIX NEW WORLD ENGINEERING PC	4/20/2021	30377	Invoice	Bulkhead Consulting Svcs - Bayfront	\$1,800.00	4/20/2021	\$1,800.00
MATRIX NEW WORLD ENGINEERING PC	5/18/2021	1166	Payment		(\$1,800.00)	5/18/2021	\$0.00
				Totals for MATRIX NEW WORLD ENGINEERING PC:			\$0.00
MCMANIMON, SCOTLAND & BAUMANN, LLC							
MCMANIMON, SCOTLAND & BAUMANN, LLC	3/31/2021	180174	Invoice	Legal Services - 408 - 420 Communipaw Ave	\$3,982.50	3/31/2021	\$3,982.50
MCMANIMON, SCOTLAND & BAUMANN, LLC	5/18/2021	5366	Payment		(\$3,982.50)	5/18/2021	\$0.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	3/31/2021	180173	Invoice	Legal Services 400 7th Street	\$3,737.50	3/31/2021	\$3,737.50
MCMANIMON, SCOTLAND & BAUMANN, LLC	5/18/2021	5366	Payment		(\$3,737.50)	5/18/2021	\$0.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:			\$0.00
METLIFE							
METLIFE	5/11/2021	June 2021	Invoice	Deferred Salary Per Pay Period Ending	\$450.00	5/11/2021	\$450.00
METLIFE	5/18/2021	5367	Payment		(\$450.00)	5/18/2021	\$0.00
METLIFE	5/11/2021	June 2021	Invoice	Deferred Salary Per Pay Period Ending	\$450.00	5/11/2021	\$450.00
METLIFE	5/18/2021	5368	Payment		(\$450.00)	5/18/2021	\$0.00
				Totals for METLIFE:			\$0.00
Nay's Cleaning Company LLC							
Nay's Cleaning Company LLC	4/13/2021	52	Invoice	Cleaning & Supplies for 66 York Street	\$2,300.00	4/13/2021	\$2,300.00
Nay's Cleaning Company LLC	5/18/2021	5369	Payment		(\$2,300.00)	5/18/2021	\$0.00
				Totals for Nay's Cleaning Company LLC:			\$0.00
NJ ADVANCE MEDIA, LLC							
NJ ADVANCE MEDIA, LLC	2/28/2021	2695670	Invoice	Legal Advertising	\$619.77	2/28/2021	\$619.77
NJ ADVANCE MEDIA, LLC	5/18/2021	5370	Payment		(\$619.77)	5/18/2021	\$0.00
NJ ADVANCE MEDIA, LLC	3/31/2021	2707929	Invoice	Legal Advertising	\$155.00	3/31/2021	\$155.00
NJ ADVANCE MEDIA, LLC	5/18/2021	5370	Payment		(\$155.00)	5/18/2021	\$0.00
				Totals for NJ ADVANCE MEDIA, LLC:			\$0.00

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Perkins Eastman Architects DPC	11/6/2020	77960.02-0-7	Invoice	Architectural Services - Bayfront Redevelopment	\$23,147.14	11/6/2020	\$23,147.14
Perkins Eastman Architects DPC	5/18/2021	1167	Payment		(\$23,147.14)	5/18/2021	\$0.00
Totals for Perkins Eastman Architects DPC:							\$0.00
POTOMAC-HUDSON ENVIRONMENTAL I	4/30/2021	21.0597.16	Invoice	Environmental Services - 125 Monitor	\$9,715.00	4/30/2021	\$9,715.00
POTOMAC-HUDSON ENVIRONMENTAL I	5/18/2021	5371	Payment		(\$9,715.00)	5/18/2021	\$0.00
POTOMAC-HUDSON ENVIRONMENTAL I	4/30/2021	21.616.01	Invoice	Environmental Services - FDAD Maple	\$4,500.00	4/30/2021	\$4,500.00
POTOMAC-HUDSON ENVIRONMENTAL I	5/18/2021	5371	Payment		(\$4,500.00)	5/18/2021	\$0.00
Totals for POTOMAC-HUDSON ENVIRONMENTAL I:							\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-357-631-08	Invoice	Gas & Electric - 292 MILK Dr - Floor 1	\$25.38	4/21/2021	\$25.38
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5372	Payment		(\$25.38)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-357-632-05	Invoice	Gas & Electric - 292 MILK Dr - Floor 2	\$34.13	4/21/2021	\$34.13
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5373	Payment		(\$34.13)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	75-202-754-18	Invoice	Gas & Electric - 1 Betty Ln Flid HSE 2	\$170.64	4/21/2021	\$170.64
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5374	Payment		(\$170.64)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-971-09	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$221.23	4/21/2021	\$221.23
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5375	Payment		(\$221.23)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-972-06	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$30.25	4/21/2021	\$30.25
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5376	Payment		(\$30.25)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-973-03	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$41.45	4/21/2021	\$41.45
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5377	Payment		(\$41.45)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/23/2021	72-729-974-00	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$58.71	4/23/2021	\$58.71
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5378	Payment		(\$58.71)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-975-08	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$59.13	4/21/2021	\$59.13
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5379	Payment		(\$59.13)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-976-05	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$48.12	4/21/2021	\$48.12
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5380	Payment		(\$48.12)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-977-02	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$38.10	4/21/2021	\$38.10
PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5381	Payment		(\$38.10)	5/18/2021	\$0.00
PUBLIC SERVICE ELECTRIC & GAS	4/21/2021	72-729-978-18	Invoice	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$38.70	4/21/2021	\$38.70

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PUBLIC SERVICE ELECTRIC & GAS	5/18/2021	5382	Payment		(\$38.70)	5/18/2021	\$0.00
Totals for PUBLIC SERVICE ELECTRIC & GAS:							\$0.00
RAMON PONCE							
RAMON PONCE	3/15/2021	March	Invoice	Dental Reimbursement	\$77.81	3/15/2021	\$77.81
RAMON PONCE	5/18/2021	5383	Payment		(\$77.81)	5/18/2021	\$0.00
RAMON PONCE	4/13/2021	Apri	Invoice	Dental Reimbursement	\$77.81	4/13/2021	\$77.81
RAMON PONCE	5/18/2021	5383	Payment		(\$77.81)	5/18/2021	\$0.00
Totals for RAMON PONCE:							\$0.00
ROBERT NAPIORSKI							
ROBERT NAPIORSKI	5/10/2021	Dental	Invoice	Reimbursement- Dental	\$566.66	5/10/2021	\$566.66
ROBERT NAPIORSKI	5/18/2021	5384	Payment		(\$566.66)	5/18/2021	\$0.00
Totals for ROBERT NAPIORSKI:							\$0.00
RUTGERS UNIVERSITY							
RUTGERS UNIVERSITY	5/11/2021	58999	Invoice	Elizabeth Vasquez - PRINCIPLES OF FINANCL	\$883.00	5/11/2021	\$883.00
RUTGERS UNIVERSITY	5/18/2021	5385	Payment		(\$883.00)	5/18/2021	\$0.00
Totals for RUTGERS UNIVERSITY:							\$0.00
Siliagy Contracting, LLC.							
Siliagy Contracting, LLC.	4/30/2021	1001-1	Invoice	Lawn Maintenance & Trash Removal- 185 Dwig	\$165.00	4/30/2021	\$165.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$165.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-2	Invoice	Lawn Maintenance & Trash Removal- 204 Steg	\$265.00	4/30/2021	\$265.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$265.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-3	Invoice	Lawn Maintenance & Trash Removal- 284 MLK	\$160.00	4/30/2021	\$160.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$160.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-4	Invoice	Lawn Maintenance & Trash Removal- 192 MLK	\$175.00	4/30/2021	\$175.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$175.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-5	Invoice	Lawn Maintenance & Trash Removal- 314 MLK	\$155.00	4/30/2021	\$155.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$155.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-6	Invoice	Lawn Maintenance & Trash Removal- 326-330 M	\$240.00	4/30/2021	\$240.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$240.00)	5/18/2021	\$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-7	Invoice	Lawn Maintenance & Trash Removal- 408-420 C	\$275.00	4/30/2021	\$275.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$275.00)	5/18/2021	\$0.00

Jersey City Redevelopment Agency

Invoice History Report

Vendor Name	Transaction		Transaction Type	Description	Transaction	
	Date	Number			Amount	Post Date Invoice Balance
Siliagy Contracting, LLC.	4/30/2021	1001-8	Invoice	Lawn Maintenance & Trash Removal- 199 Wood	\$185.00	4/30/2021 \$185.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$185.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-12	Invoice	Lawn Maintenance & Trash Removal - Manila (\$600.00	4/30/2021 \$600.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$600.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-13	Invoice	Lawn Maintenance & Trash Removal - 550 Job	\$355.00	4/30/2021 \$355.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$355.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-14	Invoice	Lawn Maintenance & Trash Removal - 84 Slip Av	\$195.00	4/30/2021 \$195.00
Siliagy Contracting, LLC.	5/18/2021	5386	Payment		(\$195.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-15	Invoice	Lawn Maintenance & Trash Removal - 80 Bay S	\$320.00	4/30/2021 \$320.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$320.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-16	Invoice	Lawn Maintenance & Trash Removal - 174-178 N	\$650.00	4/30/2021 \$650.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$650.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-18	Invoice	Lawn Maintenance & Trash Removal - 336-340 N	\$205.00	4/30/2021 \$205.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$205.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-20	Invoice	Lawn Maintenance & Trash Removal -Johnson A	\$760.00	4/30/2021 \$760.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$760.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-23	Invoice	Lawn Maintenance & Trash Removal - 612-616 C	\$490.00	4/30/2021 \$490.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$490.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-9	Invoice	Lawn Maintenance & Trash Removal- 405-407 O	\$165.00	4/30/2021 \$165.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$165.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-10	Invoice	Lawn Maintenance & Trash Removal- 665 Ocea	\$240.00	4/30/2021 \$240.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$240.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-11	Invoice	Lawn Maintenance & Trash Removal - 51 Cresc	\$175.00	4/30/2021 \$175.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$175.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-17	Invoice	Lawn Maintenance & Trash Removal - 34-36 Ce	\$175.00	4/30/2021 \$175.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$175.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-19	Invoice	Lawn Maintenance & Trash Removal - 1054 Ga	\$195.00	4/30/2021 \$195.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$195.00)	5/18/2021 \$0.00
Siliagy Contracting, LLC.	4/30/2021	1001-21	Invoice	Lawn Maintenance & Trash Removal 574 Commu	\$240.00	4/30/2021 \$240.00
Siliagy Contracting, LLC.	5/18/2021	5387	Payment		(\$240.00)	5/18/2021 \$0.00

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Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction Amount	Post Date	Invoice Balance
Silagy Contracting, LLC.	4/30/2021	1001-22	Invoice	Lawn Maintenance & Trash Removal - 558 Com	\$275.00	4/30/2021	\$275.00
Silagy Contracting, LLC.	5/18/2021	5388	Payment		(\$275.00)	5/18/2021	\$0.00
Totals for Silagy Contracting, LLC.:							\$0.00
STAPLES CREDIT PLAN							
STAPLES CREDIT PLAN	4/5/2021	April 2021	Invoice	Office Supplies	\$3,697.96	4/5/2021	\$3,697.96
STAPLES CREDIT PLAN	5/18/2021	5389	Payment		(\$3,697.96)	5/18/2021	\$0.00
STAPLES CREDIT PLAN	5/5/2021	May 2021	Invoice	Office Supplies	\$315.31	5/5/2021	\$315.31
STAPLES CREDIT PLAN	5/18/2021	5389	Payment		(\$315.31)	5/18/2021	\$0.00
Totals for STAPLES CREDIT PLAN:							\$0.00
Stock Development Group, Inc.							
Stock Development Group, Inc.	4/6/2021	E-226	Invoice	Monthly Management Services - Bayfront 2/15 -	\$4,625.00	4/6/2021	\$4,625.00
Stock Development Group, Inc.	5/18/2021	1168	Payment		(\$4,625.00)	5/18/2021	\$0.00
Totals for Stock Development Group, Inc.:							\$0.00
T&M ASSOCIATES							
T&M ASSOCIATES	7/23/2020	LAF391310	Invoice	Engineering Services- Morris Greenway Countr	\$1,202.18	7/23/2020	\$1,202.18
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$1,202.18)	5/18/2021	\$0.00
T&M ASSOCIATES	8/26/2020	LAF392801	Invoice	Engineering Services- Morris Greenway Countr	\$15,266.92	8/26/2020	\$15,266.92
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$15,266.92)	5/18/2021	\$0.00
T&M ASSOCIATES	9/11/2020	LAF393567	Invoice	Engineering Services- Morris Greenway Countr	\$5,437.50	9/11/2020	\$5,437.50
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$5,437.50)	5/18/2021	\$0.00
T&M ASSOCIATES	9/24/2020	LAF394233	Invoice	Engineering Services- Morris Greenway Countr	\$3,081.50	9/24/2020	\$3,081.50
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$3,081.50)	5/18/2021	\$0.00
T&M ASSOCIATES	11/24/2020	LAF397274	Invoice	Engineering Services- Morris Greenway Countr	\$4,198.00	11/24/2020	\$4,198.00
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$4,198.00)	5/18/2021	\$0.00
T&M ASSOCIATES	12/9/2020	LAF397882	Invoice	Engineering Services- Morris Greenway Countr	\$3,092.55	12/9/2020	\$3,092.55
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$3,092.55)	5/18/2021	\$0.00
T&M ASSOCIATES	1/26/2021	LAF400011	Invoice	Engineering Services- Morris Greenway Countr	\$1,084.50	1/26/2021	\$1,084.50
T&M ASSOCIATES	5/18/2021	5390	Payment		(\$1,084.50)	5/18/2021	\$0.00
Totals for T&M ASSOCIATES:							\$0.00
TOSHIBA FINANCIAL SERVICES							
TOSHIBA FINANCIAL SERVICES	5/11/2021	June 2021	Invoice	Payment for Copier Lease - June	\$1,306.82	5/11/2021	\$1,306.82

Jersey City Redevelopment Agency

Invoice History Report

Vendor Name	Transaction Date	Transaction Number	Transaction Type	Description	Transaction Amount	Post Date	Invoice Balance
TOSHIBA FINANCIAL SERVICES	5/18/2021	5391	Payment		(\$1,306.82)	5/18/2021	\$0.00
Totals for TOSHIBA FINANCIAL SERVICES:							\$0.00
UNITED WAY OF HUDSON COUNTY							
UNITED WAY OF HUDSON COUNTY	5/1/2021	April 2021	Invoice	Case/Property Mngt Services at 665 Ocean Ave	\$4,791.67	5/1/2021	\$4,791.67
UNITED WAY OF HUDSON COUNTY	5/18/2021	5392	Payment		(\$4,791.67)	5/18/2021	\$0.00
Totals for UNITED WAY OF HUDSON COUNTY:							\$0.00
VERIZON							
VERIZON	4/23/2021	9878371725	Invoice	Agency Cell Phone Bill -April 2021	\$218.66	4/23/2021	\$218.66
VERIZON	5/18/2021	5393	Payment		(\$218.66)	5/18/2021	\$0.00
Totals for VERIZON:							\$0.00
Wielkocz & Company, LLC.							
Wielkocz & Company, LLC.	4/30/2021	21-00085-01381	Invoice	CFO Services Rendered	\$3,200.00	4/30/2021	\$3,200.00
Wielkocz & Company, LLC.	5/18/2021	5394	Payment		(\$3,200.00)	5/18/2021	\$0.00
Wielkocz & Company, LLC.	4/30/2021	21-00085-01382	Invoice	CFO Services Rendered - Bayfront	\$1,100.00	4/30/2021	\$1,100.00
Wielkocz & Company, LLC.	5/18/2021	1169	Payment		(\$1,100.00)	5/18/2021	\$0.00
Totals for Wielkocz & Company, LLC.:							\$0.00
XEROX CORPORATION							
XEROX CORPORATION	5/6/2021	May 2021	Invoice	Meter Usage / Printer	\$192.64	5/6/2021	\$192.64
XEROX CORPORATION	5/18/2021	5395	Payment		(\$192.64)	5/18/2021	\$0.00
Totals for XEROX CORPORATION:							\$0.00

Jersey City Redevelopment Agency Invoice History Report

Report name: New Invoice History Report

Include all invoice dates

Include these due dates: 5/18/2021 to 5/18/2021

Include all Vendors

Include all Invoices

Include all Banks

Include all Vendor Attributes

Include all Invoice Attributes

#27

Withdrawn