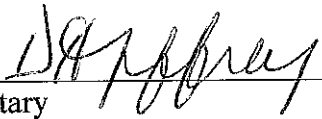


**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF MAY 18, 2021**

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 June 15, 2021

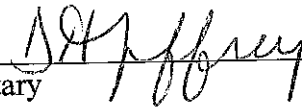
<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci				✓
Evelyn Jones	✓			
Erma D. Greene				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE SPECIAL REMOTE PUBLIC
MEETING MAY 24, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Remote Public Meetings for their review and approval.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that these Minutes be approved as presented.

Secretary



Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated June 15, 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 MAY 18, 2021**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of May 18, 2021; and

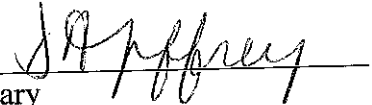
WHEREAS, the following issues were discussed: 1) litigation,

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 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 at their meeting dated June 15, 2021

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF PENNROSE, LLC AND OMNI AMERICA, LLC AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED SUBLOTS 26 AND 32 (FORMERLY 16 AND 22) A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

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

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

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

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

WHEREAS, on June 16, 2020, the Agency adopted Resolution No. 20-06-04 conditionally designating the joint venture known as Bayfront Development Partners, LLC, between Pennrose, LLC, and Omni America, LLC (collectively, and only collectively, the “**Redeveloper**”) as the developer for proposed sublots 26 and 32 (formerly 16 and 22) (the “**Project Site**”), which designation was subsequently extended on March 16, 2021 by Resolution No. 21-03-05; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until December 31, 2021, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Project Site,

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

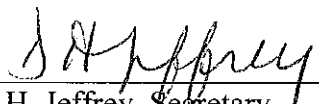
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

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

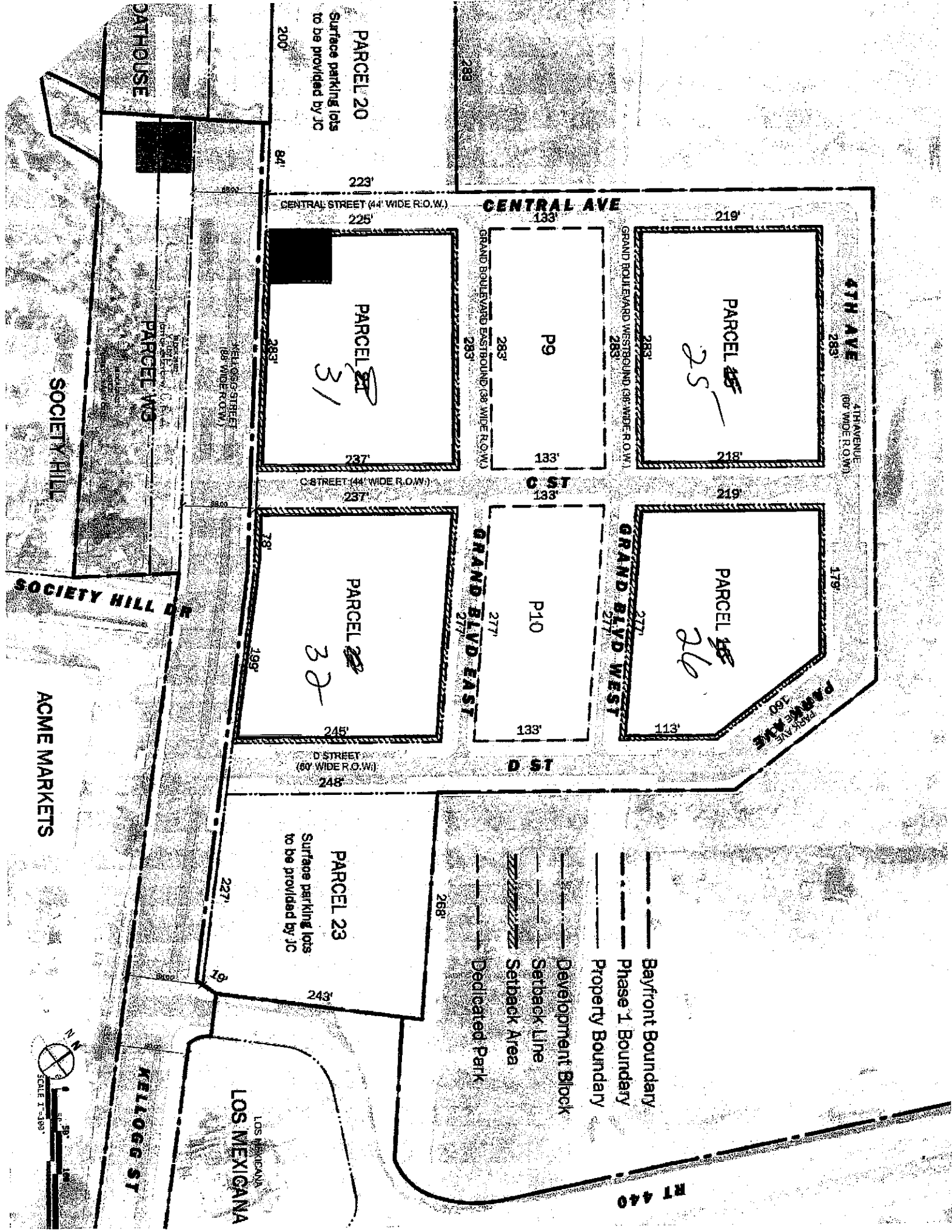
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 15, 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	✓			



PARCEL 20
Surface parking lots
to be provided by JC

CENTRAL STREET (44' WIDE R.O.W.)

CENTRAL AVE

4TH AVE

4TH AVENUE
(60' WIDE R.O.W.)

PARCEL 25

25

GRAND BOULEVARD WEST (38' WIDE R.O.W.)

GRAND BOULEVARD EAST (38' WIDE R.O.W.)

P9

C ST

PARCEL 21

31

C STREET (44' WIDE R.O.W.)

PARCEL 23

PARCEL 22

32

D STREET
(60' WIDE R.O.W.)

GRAND BLVD EAST

P10

D ST

PARCEL 26

26

GRAND BLVD WEST

PARK AVE
160'

SOCIETY HILL DR

ACME MARKETS

LOS MEXICANA

KELLOGG ST

MT 440

- Bayfront Boundary
- Phase 1 Boundary
- Property Boundary
- Development Block
- Setback Line
- Setback Area
- Dedicated Park



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AMENDMENT TO THE AMENDED AND RESTATED REDEVELOPMENT AGREEMENT DATED MAY 29, 2018 BY AND BETWEEN BRIGHT AND VARICK URBAN RENEWAL, LLC AND THE JERSEY CITY REDEVELOPMENT AGENCY TO REFLECT THE INCLUSION OF GROUND FLOOR COMMERCIAL SPACE AT THE PROPERTY LOCATED AT BLOCK 13902, LOT 32, COMMONLY KNOWN AS 268 VARICK STREET WITHIN THE BRIGHT AND VARICK REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) and Bright and Varick Urban Renewal, LLC (the “Redeveloper”) entered into a Redevelopment Agreement dated April 4, 2012, as amended by a First Amendment dated August 13, 2013, and as subsequently amended and superseded by an Amended and Restated Redevelopment Agreement dated May 29, 2018 (the “2018 Redevelopment Agreement”), for the redevelopment of certain real property located within the Bright and Varick Redevelopment Area located at 268 Varick Street, Jersey City, New Jersey and identified on the City’s official tax map as Block 13902, Lot 32 (the “Property”); and

WHEREAS, the 2018 Redevelopment Agreement described the redevelopment project (the “Project”) to be constructed on the Property as “a five (5) story building (four (4) residential floors over one (1) at-grade parking garage) with no more than forty (40) residential rental units (no residential unit being less than 575 square feet), and approximately fifteen (15) parking spaces”; and

WHEREAS, the Project described within the 2018 Redevelopment Agreement did not mention the use of any portion of the ground floor of the Property as commercial space; and

WHEREAS, as a result of input from community groups and members of the community, the Redeveloper subsequently decided to amend the Project to include some commercial space on the ground floor of the Property for use as a convenience food store to serve the residents of the Property and the community at large; and

WHEREAS, the Redeveloper has applied to the Agency for approval to amend the 2018 Redevelopment Agreement to reflect the use of a portion of the ground floor of the structure that it has constructed on the Property as commercial space; and

WHEREAS, the Agency has determined that this proposed amendment is acceptable and has negotiated an Amendment to the 2018 Redevelopment Agreement with the Redeveloper in order to effectuate this change to the scope of the Project; and

WHEREAS, the Agency wishes to wishes to authorize the approval and execution of the Amendment to the 2018 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 and authorizes the Amendment to the 2018 Redevelopment Agreement in substantially the form attached hereto and authorizes the Agency's Executive Director, Chairman, Vice Chairman and/or Secretary to execute this Amendment to the 2018 Redevelopment Agreement 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 Amendment to the 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 Redeveloper's counsel Robert A. Verdibello, Esq., at Connell Foley, LLP, Harborside 5, 185 Hudson Street, Suite 2510, Jersey City, NJ 07311.

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 June 15, 2021.


 SECRETARY

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	✓			

THIS FIRST AMENDMENT TO THE MAY 29, 2018 AMENDED AND RESTATED REDEVELOPMENT AGREEMENT (the "First Amendment") is 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 **BRIGHT AND VARICK URBAN RENEWAL COMPANY, LLC** (the "Redeveloper"), a limited liability company having its offices at P.O. Box #4, Jersey City, New Jersey 07303, attn.: John D. Fio Rito (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Agency and the Redeveloper entered into a Redevelopment Agreement dated April 4, 2012, as amended by a First Amendment dated August 13, 2013, and as subsequently amended and superseded by an Amended and Restated Redevelopment Agreement dated May 29, 2018 (the "2018 Redevelopment Agreement"), for the redevelopment of certain real property located within the Bright and Varick Redevelopment Area located at 268 Varick Street, Jersey City, New Jersey and identified on the City's official tax map as Block 13902, Lot 32 (the "Project Premises"); and

WHEREAS, the 2018 Redevelopment Agreement defined the redevelopment project to be constructed on the Project Premises (the "Project") as "a five (5) story building (four (4) residential floors over one (1) at-grade parking garage) with no more than forty (40) residential rental units (no residential unit being less than 575 square feet), and approximately fifteen (15) parking spaces"; and

WHEREAS, the Project described within the 2018 Redevelopment Agreement did not mention the use of any portion of the ground floor of the Project Premises as commercial space; and

WHEREAS, as a result of input from community groups and members of the community, the Redeveloper subsequently decided to amend the Project to include some commercial space on the ground floor of the Project Premises for use as a convenience food store to serve the residents of the Project Premises and the community at large; and

WHEREAS, the Redeveloper applied to the Agency for approval to amend the 2018 Redevelopment Agreement to authorize the use of a portion of the ground floor of the structure that it has constructed on the Project Premises as commercial space; and

WHEREAS, the Agency has agreed to authorize the amendment of the scope of this Project so that a portion of the ground floor of the structure that the Redeveloper has constructed on the Project Premises can be used as commercial space; and

WHEREAS, the Parties wish to enter into this First Amendment to the 2018 Redevelopment Agreement (the "First Amendment") in order to memorialize these revisions to the 2018 Redevelopment Agreement.

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:

1. The term "Project", as defined within the 2018 Redevelopment Agreement and within Schedule B to the 2018 Redevelopment Agreement, is hereby amended to authorize the use of an 1,150 square foot portion of the Project Premises as commercial space for use as a convenience food store to serve the residents of the Project Premises and the community at large.
2. Except as explicitly modified herein, all of the terms and conditions of the Redevelopment Agreement shall remain in full force and effect.
3. 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 First Amendment on behalf of such entity.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the 2018 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:

BRIGHT AND VARICK URBAN RENEWAL
COMPANY, 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)

[illegible]

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 BRIGHT AND VARICK URBAN RENEWAL COMPANY, 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)

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING PROFESSIONAL SERVICES CONTRACT NO. 21-01-MPN1 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. TO PERFORM ENVIRONMENTAL ENGINEERING SERVICES AT AGENCY-OWNED PROPERTY IDENTIFIED AS BLOCK 26102, LOT 21 WITHIN THE DROYERS POINT REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the “**City**”) has designated that certain area known as the Droyers Point Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

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

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

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

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

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the Agency entered in Contract No. 21-01-MPN1 with Potomac-Hudson Environmental, Inc. (“**PHE**”) to perform the Environmental Services, as authorized on January 19, 2021 by Resolution No. 20-01-6; and

WHEREAS, due to the relocation of the Agency’s offices, a Remedial Action Permit Modification Application form must be submitted to the NJDEP for the Droyers Point Property; and

WHEREAS, on May 11, 2021, PHE submitted a proposal, a copy of which is on file with the Agency (the “**Proposal**”), to complete a Remedial Action Permit Modification form for the Droyers Point Property; and

WHEREAS, by Resolution 20-08-2, dated August 18, 2020, the Agency qualified PHE to perform professional environmental services; and

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

WHEREAS, the Agency wishes to amend Contract No. 21-01-MPN1 with PHE to complete a Remedial Action Permit Modification form for the Droyers Point Property as set forth in the Proposal, for a total Contract amount not to exceed One Thousand Dollars (\$1,000.00), which shall be payable in accordance with the rates set forth in the Proposal; and

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

WHEREAS, notice of the award of 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 amends Contract No. 21-01-MPN1 with PHE to complete a Remedial Action Permit Modification form for the Droyers Point Property as set forth in the Proposal, for a total Contract amount not to exceed One Thousand Dollars (\$1,000.00) payable in accordance with the rate schedule set forth in the Proposal, for a term expiring within twelve (12) months of the effective date of the contract or upon completion of the Environmental Services, whichever is earlier, all subject to the Agency's form professional services agreement.

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

Section 4. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 15, 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	✓			



POTOMAC-HUDSON ENVIRONMENTAL, INC.

May 11, 2021

Mary Pat Noonan
Jersey City Redevelopment Agency
4 Jackson Square (39 Kearny Ave.)
Jersey City, NJ 07305

Re: Proposal for Environmental Services
Permit Modification Form for Remedial Action Permit - Soil
Kellogg Street – Combined Sewer Outfall (CSL), Jersey City, New Jersey
PI# G000008896

Dear Mary Pat:

Potomac-Hudson Environmental, Inc. (PHEnv) is pleased to provide this proposal for environmental services related to the Kellogg Street – Combined Sewer Outfall (CSO) property located on Block 26102, Lot 21 in Jersey City, New Jersey. The property consists of a 65-foot strip of land 35 feet west of Kellogg Street and covers a Combined Sewer Overflow. A Remedial Action Permit for Soils (RAP #140001) dated October 15, 2014 is in place for the property due to soil contaminants that remain on the Site underneath a capillary break and liner system and site-wide soil cap. Due to the relocation of the Jersey City Redevelopment (JCRA) office, a Remedial Action Permit Modification Application form must be submitted to NJDEP. The NJDEP Soil- RAP fee for this modification is \$660.00 on or before June 30, 2021 or \$880.00 after July 1, 2021.

Therefore, PHEnv provides this proposal to complete the required application form and submit to NJDEP along with the \$660 fee (assuming that the form will be submitted by June 30, 2021) in order to modify the existing RAP for the Kellogg Street – Combined Sewer Outfall.

PHEnv will require JCRA to provide a check in the amount of **\$660.00** payable to the *“Treasurer, State of New Jersey”* to be submitted along with the application. The check should include the name of the Site and PI# as follows:

Droyers Point Northern Parcel - Combined Sewer Outfall (CSL)
PI# G000008896

SCHEDULE

PHEnv will complete the application, obtain JCRA’s signature and check for the fee, and submit to NJDEP. Please note that the application must be submitted prior to June 30, 2021 in order to apply the \$660.00 fee. After July 1, 2021 the fee will increase to \$880.00.

Scientists • Planners • Engineers

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

COST ESTIMATE

PHEnv will conduct the work on a time and expense basis in accordance with our standard fee schedule (attached). All invoices are due and payable within 30 days of the invoice date. The cost to prepare and submit the Remedial Action Permit Modification Application to NJDEP is as follows:

1. PHEnv application preparation, obtain signature and submit to NJDEP	\$ 340.00
2. NJDEP Application fee	\$ 660.00
TOTAL	\$1,000.00

LIMITATIONS

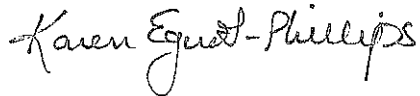
Any additional costs not specified herein would be addressed through a supplemental cost estimate.

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

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

Sincerely,

Potomac-Hudson Environmental, Inc.



Karen Egnot-Phillips

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

Signature

Date

Name (Printed)

Client



FEE SCHEDULE
Effective January 2021

PROFESSIONAL SERVICES

HOURLY RATE

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

SUBCONTRACTOR AND DIRECT COSTS

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

TRAVEL AND EQUIPMENT

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



Item # 7

Table

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING A TRANSFER OF OWNERSHIP INTERESTS OF 15TH AND GROVE JC, LLC, REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 7102, LOT 7, COMMONLY KNOWN AS 619 GROVE STREET, AND BLOCK 7103, LOTS 12-17, COMMONLY KNOWN AS 610-620 GROVE STREET, LOCATED WITHIN THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT AREA

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

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

WHEREAS, certain properties identified on the City’s tax maps as Block 7102, Lot 7, commonly known as 619 Grove Street and Block 7103, Lots 12-17, commonly known as 610-620 Grove Street (collectively, the “**Property**”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, 15th and Grove JC, LLC (the “**Redeveloper**”) and the Agency are parties to that certain Redevelopment Agreement dated September 8, 2020 (the “**Redevelopment Agreement**”), which sets forth the parties’ rights and obligations with respect to construction of a redevelopment project on the Property; and

WHEREAS, the Redeveloper has requested to revise the ownership structure of Redeveloper resulting in a transfer of membership interests in Redeveloper (the “**Transfer**”) to BGA Real Estate Fund, LLC – 2020 Series, BGA SF CP Investor, LLC, Cottonwood Development LLC and James Puleo (the “**Transferees**”); and

WHEREAS, no person or entity that has an interest in the Transferees will own 10% or more of the Redeveloper; and

WHEREAS, the current ownership structure of the Redeveloper and the proposed ownership structure of the Redeveloper are attached hereto as **Exhibit A** and **Exhibit B**, respectively; and

WHEREAS, CP Grove Street LLC will continue to serve as the Managing Member of the Redeveloper; and

WHEREAS, the Redevelopment Agreement provides that certain transfers of interests in the Redeveloper are subject to the Agency's approval,

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

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

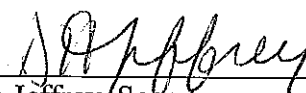
Section 2. The Agency hereby consents to the Transfer as described in the Redeveloper's request subject to the following terms and conditions:

- (a) The Redeveloper and Transferees shall comply with all the terms, conditions and requirements of the Redevelopment Agreement and Jersey City Ordinance No. 09-096, including submission of all required disclosures and certificates, and shall submit and/or execute all other background information and documents requested by the Agency.
- (b) The Redeveloper shall remain obligated under the Redevelopment Agreement, which remains in full force and effect.
- (c) Upon effectuation of the Transfer, the Redeveloper shall notify the Agency in writing that the transfer has been effectuated.
- (d) The Redeveloper shall pay a \$5,000 fee to the Agency and any and all other fees, sums, escrow deposits, costs and/or expenses due and owing the Agency shall be paid by the respective party owing such amount(s).

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take any action or execute any and all documents necessary to effectuate this Resolution, subject to the review and approval of the Agency's counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 15, 2021.


Diana Jeffrey, Secretary

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

EXHIBIT A
CURRENT OWNERSHIP STRUCTURE

See attached.

EXHIBIT B
PROPOSED OWNERSHIP STRUCTURE

See attached.

Exhibit A

St Lucy's - Jersey City

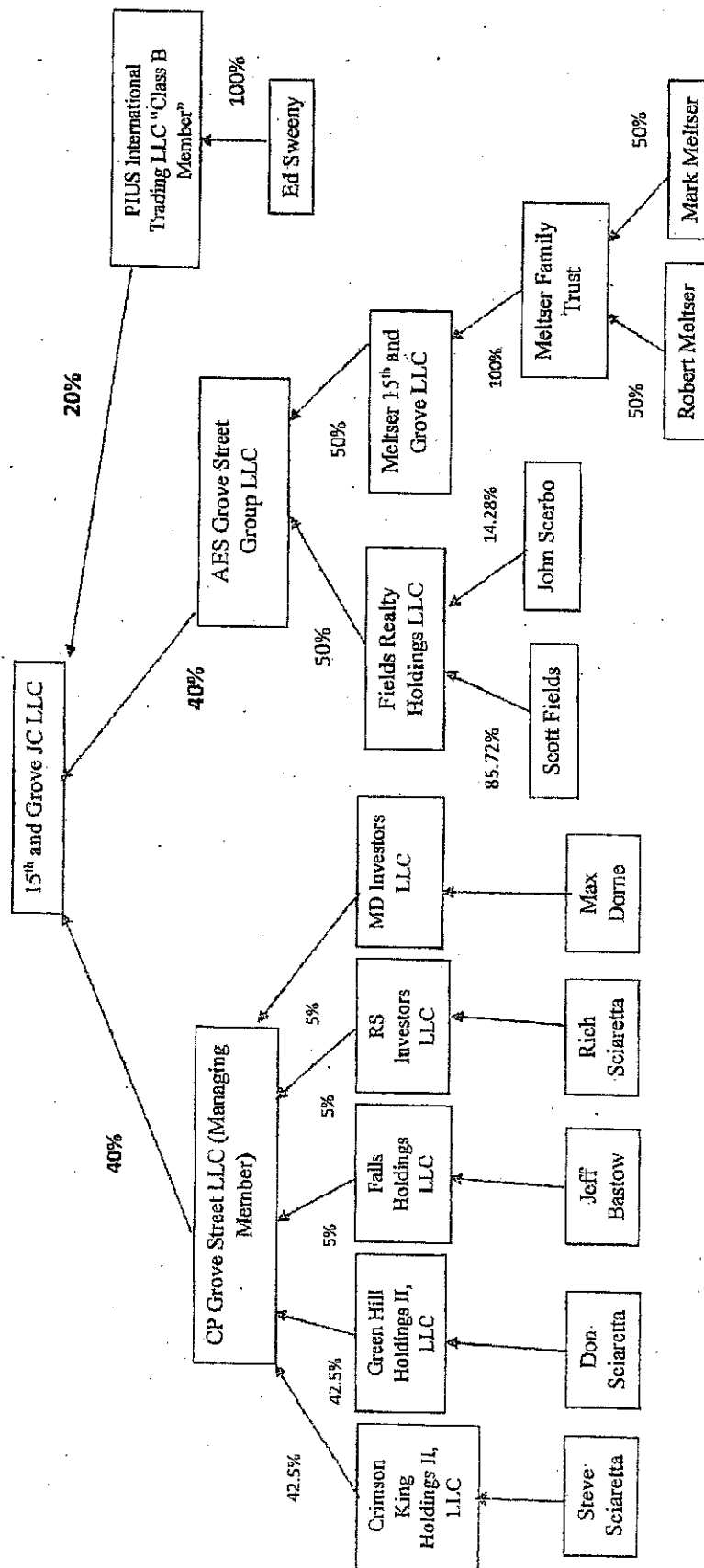
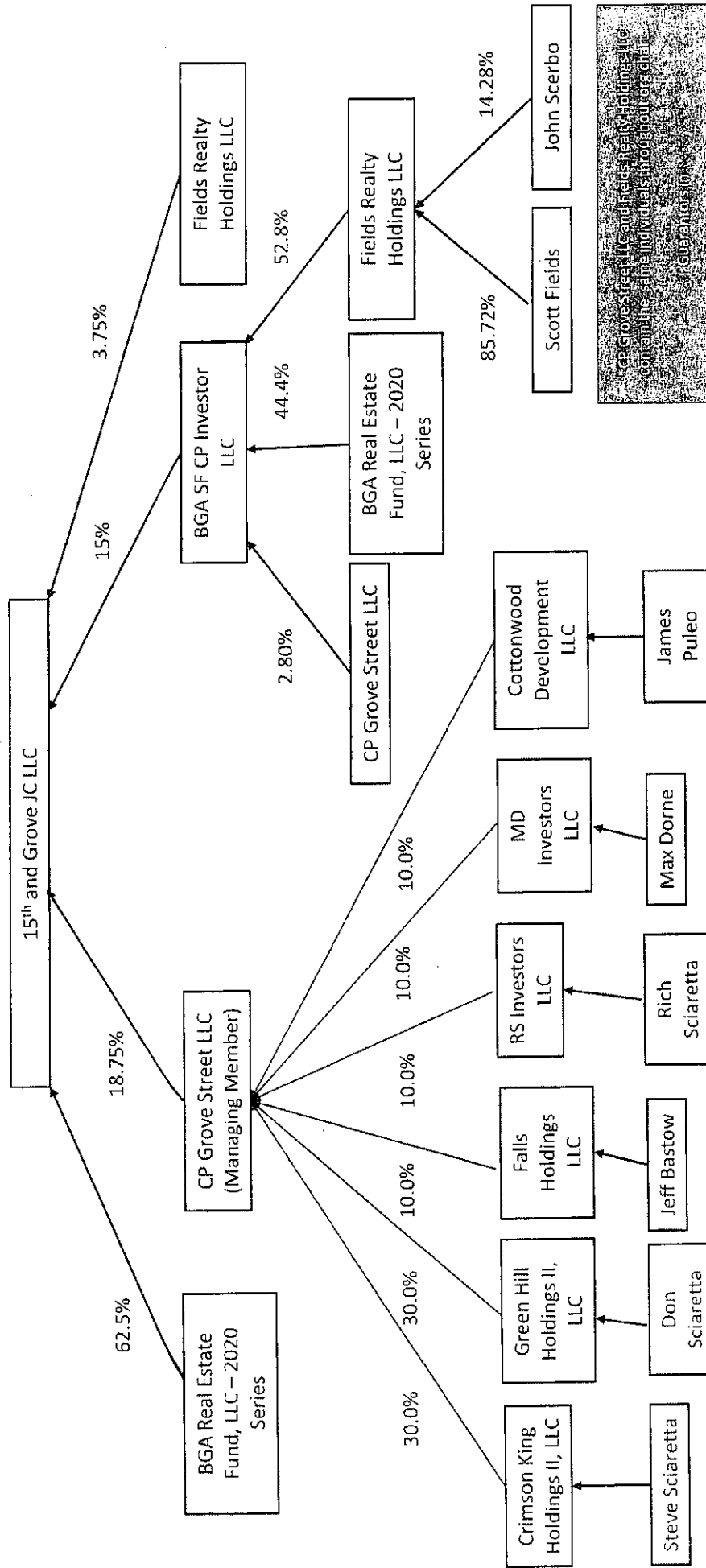
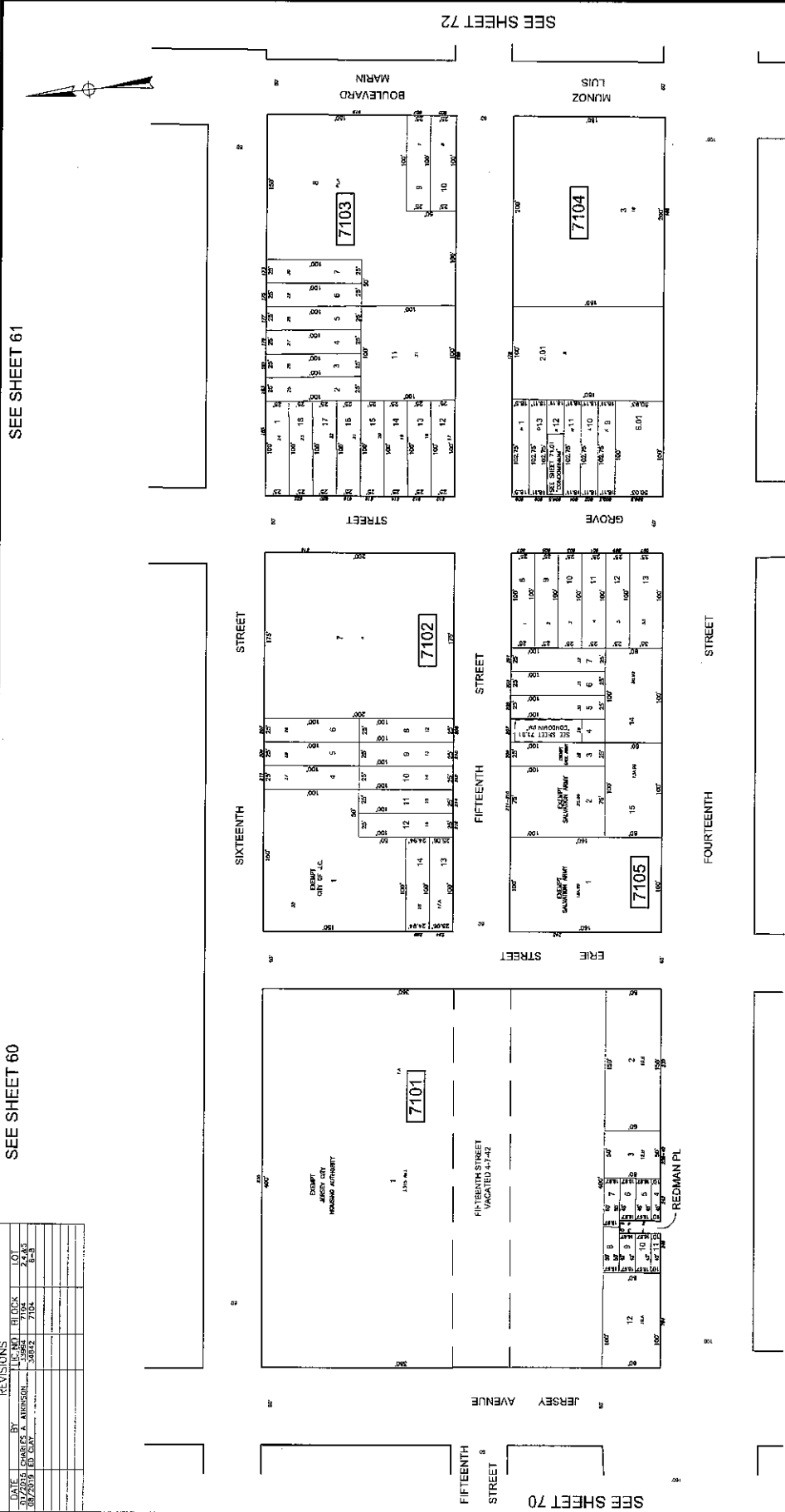


Exhibit B

St Lucy's - Jersey City





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

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
NEW BRISTOL, NJ 08853
TEL: 908.242.1000 FAX: 908.242.1001

THIS MAP HAS BEEN QUANTITATIVELY CHECKED FOR
MAPPING/DESIGN (CAD/DO) AND COORDINATE GEOMETRY.



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY DESIGNATING COTTAGE 29 OWNER LLC AS REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 7903, LOTS 20-25, COMMONLY KNOWN AS 25-29, 23, 21, 19, 17 AND 11 COTTAGE STREET WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) 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, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and enacted a redevelopment plan entitled the “Journal Square 2060 Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, Cottage 29 Owner LLC (the “**Redeveloper**”) owns that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 7903, Lots 20-25, commonly known as 25-29, 23, 21, 19, 17 and 11 Cottage Street (collectively, the “**Property**”) in accordance with the Redevelopment Plan; and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a project consisting of a twenty-eight (28) story mixed-used structure along the proposed Homestead Place Extension within the Redevelopment Area containing approximately 669 residential dwelling units, approximately 45,000 square feet of office space, ground floor retail space, and enhanced pedestrian plaza improvements, including the dedication of a twelve (12) foot portion of the Property to the Homestead Place Extension (the “**Project**”); and

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

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

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

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

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

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, substantially in the form on file with the Agency, together with such additions, deletions and/or modifications as deemed necessary and/or desirable in consultation with counsel to the Agency.

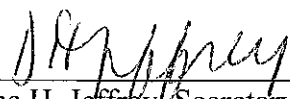
Section 3. Cottage 29 Owner LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on December 31, 2021, unless extended for up to two (2) additional periods of no more than thirty (30) days each by the Executive Director in her sole discretion, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper's full execution and funding of the Funding Agreement.

Section 4. If, by December 31, 2021, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of Cottage 29 Owner LLC, as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

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

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 15, 2021.



Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN CENTRE NATIONAL D'ART ET DE CULTURE GEORGES POMPIDOU, THE CITY OF JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE PATHSIDE MUSEUM PROJECT WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

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

WHEREAS, the Agency is the owner of the Pathside Building located at 84 Sip Avenue (the "**Pathside Building**"), within the Redevelopment Area; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum under the Redevelopment Law; and

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

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

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

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

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the Arts Projects and to provide designated municipal funding for the Agency Redevelopment Activities and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, pursuant to the Redevelopment Law, in furtherance of the redevelopment of the Pathside Building as a museum (the “**Pathside Museum Project**”), in 2018 the Agency, with the assistance of OMA*AMO Architecture, P.C. (“**OMA**”), undertook an international search to find a cultural partner for the redevelopment of the Pathside Building; and

WHEREAS, OMA, the City, and the Agency engaged in extensive stakeholder studies to determine the needs and desires of the community, including multiple community meetings and public forums; and

WHEREAS, OMA performed extensive and targeted national and international outreach to over 100 museums, cultural institutions, private art collectors and galleries, artist foundations, and art dedicated non-profits, to find a suitable partner for the City and the Agency for the Pathside Building; and

WHEREAS, the extensive search resulted in the selection of Centre National d’Art Et De Culture Georges Pompidou (“**Centre Pompidou**”) as the cultural partner for the Pathside Museum Project; and

WHEREAS, Centre Pompidou houses one of the largest collections of modern and contemporary art in the world, ranging from pillars of modern art to key figures in contemporary art, from cinema to photography, from architecture to design and new media, and is enriched each year with new acquisitions, with a primary mission to share this collection; and

WHEREAS, since 1977, the Centre Pompidou was designed as a multidisciplinary hub, with programming focusing on live performances, conferences, debates and interactions with artists; and

WHEREAS, the Centre Pompidou, with years of experience in the field of cultural engineering in France and abroad, offers its expertise to international partners who wish to develop strong, unique cultural projects; and

WHEREAS, the Centre Pompidou intends to help design, support and steer the Pathside Museum Project and may also permit use of the Centre Pompidou name and provide privileged access to its collections but will not have the responsibility of funding or operating the venue; and

WHEREAS, the Agency, the City and Centre Pompidou intend to pursue multi-phased pre-development activities, including various implementation agreements, in furtherance of the Redevelopment Plan and the Pathside Museum Project, all pursuant to Section 8 (e), (f) and (n) of the Redevelopment Law (the "**Development Activities**"); and

WHEREAS, the Agency wishes to enter into a Memorandum of Understanding for the Pathside Museum Project with the City and Centre Pompidou (the "**Memorandum of Understanding**"), in substantially the form on file with the Agency, to set forth the elements of collaboration between the Centre Pompidou, the City and the Agency for the Pathside Museum Project with respect to the Development Activities set forth herein, in accordance with the requirements of the LPCL, the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, the City will fund the costs incurred in connection with the Agency's performance of its obligations under the Memorandum of Understanding in accordance with the Cooperation Agreement and *N.J.S.A. 40A:12A-39(e)* and (f); and

WHEREAS, under *N.J.S.A. 40A:11-2(7)* and *N.J.S.A. 40A:11-5(1)(a)(ii)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") and *N.J.A.C. 5:34-2.1-2.3*, contracts for which the subject matter consists of extraordinary unspecifiable services ("**EUS**") and may be awarded without competitive bidding; and

WHEREAS, Centre Pompidou possesses the skills and expertise to perform the services specified in the Memorandum of Understanding and the services being provided are Extraordinary Unspecifiable Services in that they are specialized in nature and require the expertise, extensive training, and proven reputation of the Centre Pompidou and are critical and essential to the Development Activities; and

WHEREAS, a copy of the Executive Director Declaration for an Extraordinary Unspecifiable Service Certification pertaining to the Memorandum of Understanding is on file with the Agency; and

WHEREAS, pursuant to the LPCL, notice of the award of the Memorandum of Understanding 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:

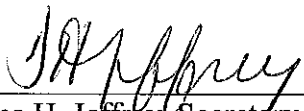
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to enter into the Memorandum of Understanding with the City and Centre Pompidou for the Pathside Museum Project, in a form acceptable to the Agency in consultation with counsel. The Memorandum of Understanding may be extended for an additional period to be agreed on between the parties, subject to the Redevelopment Law.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on June 15, 2021.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH HUDSON COUNTY COMMUNITY COLLEGE FOR THE ACQUISITION OF CERTAIN PROPERTIES LOCATED WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

WHEREAS, Hudson County Community College (“**HCCC**”) is the owner of certain properties commonly known as 68-74 Sip Avenue (Block 9501, Lot 21 on the municipal tax map) and 164-168 Sip Avenue (Block 10602, Lots 10 to 16 on the municipal tax map) (the “**Properties**”) located within the Journal Square 2060 Redevelopment Area as set forth more particularly in the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”); and

WHEREAS, in furtherance of the redevelopment of the Properties and the goals and objectives of Redevelopment Law and Redevelopment Plan, the Agency has determined to enter into a Purchase and Sale Agreement with HCCC substantially in the form on file with the Agency (the “**PSA**”) in order to permit the Agency to undertake the redevelopment of the Properties pursuant to the Redevelopment Law,

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

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

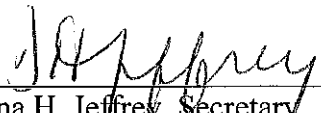
Section 2. The Board of Commissioners hereby authorizes the Agency to enter into the PSA with HCCC, setting forth a purchase price for the Properties of \$16 million, and containing such other terms and conditions as are mutually acceptable to the Agency and the HCCC.

Section 3. The Executive Director is hereby authorized to execute the PSA with HCCC.

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, which documents are subject to modifications and revisions by the Agency’s counsel.

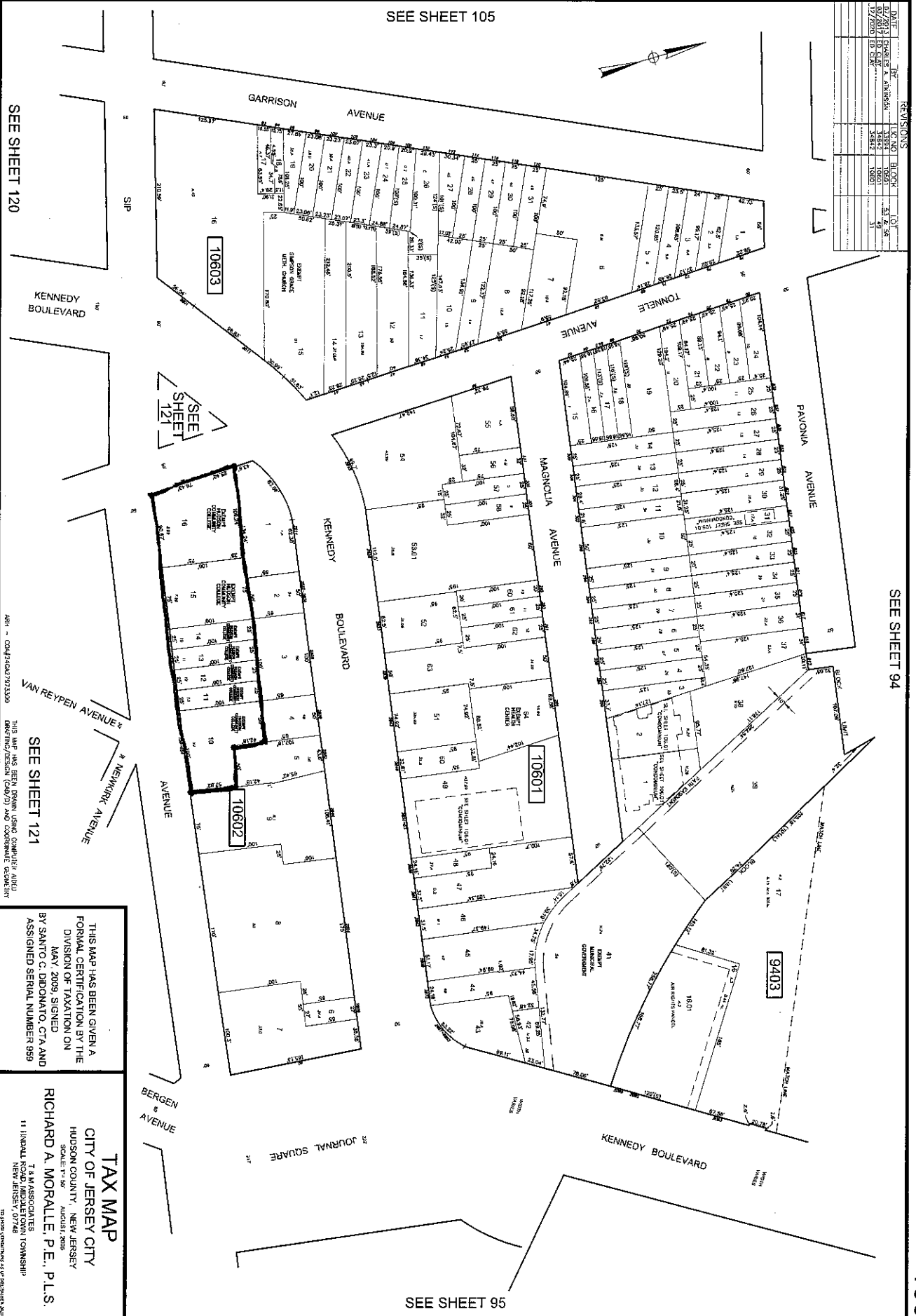
Section 5. This resolution shall take effect immediately.

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 June 15, 2021.


Diana H. Jeffrey, Secretary

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

DATE	BY	REVISIONS	NO.	BLOCK	LOT
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07/2011	CHARTER	10694	10694	10694	10694
07/2011	CHARTER	10695	10695	10695	10695
07/2011	CHARTER	10696	10696	10696	10696
07/2011	CHARTER	10697	10697	10697	10697
07/2011	CHARTER	10698	10698	10698	10698
07/2011	CHARTER	10699	10699	10699	10699
07/2011	CHARTER	10700	10700	10700	10700



SEE SHEET 120

SEE SHEET 121

SEE SHEET 121

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

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.
T.A.A. ASSOCIATES
11 HUNTER ROAD, SUITE 100
NEW JERSEY, 07748
TEL: 908.224.1111 FAX: 908.224.1112

106

106

[illegible]

SEE SHEET 94

SEE SHEET 106

SEE SHEET 79

**HOMESTEAD
PLACE**

CENTRAL
AVENUE

PAVONIA

AVENUE

OF NY. & NJ.

SEE SHEET 99
FOR CONTINUATION.

AVENUE

SEE SHEET 96

KENNEDY
BOULEVARD

VACATED 5/4/1971
MAGNOLIA AVENUE

MAGNOLIA AVENUE

MAGNOLIA AVENUE

KENNEDY
BOULEVARDJOURNAL
SQUARE

BERGEN
AVENUE

EONS
PLACE

SEE SHEET 107

JONES
STREET

SIF

AVENUE

SUMMIT

SEE SHEET 108

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

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST 2006
RICHARD A. MORALTE, P.E., P.L.S.
T & M ASSOCIATES
11 INDIAN ROAD, MOULETOWN TOWNSHIP
NEW JERSEY 07068

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

ARM - COM/24GA27973300

TO SHOW CURRENTS AS OF DECEMBER 31, 1999

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARING A CONTRACT TO WILLIE'S FENCE COMPANY, LLC FOR FENCE INSTALLATION SERVICES IN CONNECTION WITH PROPERTY IDENTIFIED AS BLOCK 18901, LOT 1.01, COMMONLY KNOWN AS BERRY LANE PARK, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

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

WHEREAS, the City owns certain property located within the Redevelopment Area identified as Block 18901, Lot 1.01 on the official tax maps of the City, commonly known as Berry Lane Park; and

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

WHEREAS, the Agency desires to obtain services for fence installation in Berry Lane Park's splash pad area to increase security (the "**Services**"); and

WHEREAS, the total amount of the Services was determined to be under the bid threshold and, therefore, the Agency solicited quotes for the Services in lieu of issuance of a bid; and

WHEREAS, Willie's Fence Company, LLC ("**WFC**") submitted a proposal to the Agency dated May 24, 2021 (the "**Proposal**"), to provide the Services; and

WHEREAS, WFC possesses the skills and expertise to perform the Services; and

WHEREAS, the Agency desires to enter into a contract with WFC (the "**Contract**") to perform the Services as outlined in the Proposal for a total amount not to

exceed Eleven Thousand Five Hundred Dollars (\$11,500.00) to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency certifies that it has funds available for such costs,
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

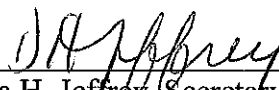
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with WFC to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Eleven Thousand Five Hundred Dollars (\$11,500.00), subject to the terms and conditions set forth in the Agency's form agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to take all actions and to execute any and all 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 June 15, 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 AWARDING A CONTRACT TO GALLAGHER BASSETT TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES IN CONNECTION WITH PROPERTY IDENTIFIED AS BLOCK 17301, LOT 10 AND BLOCK 17401, LOT 1 ALSO KNOWN AS SEGMENT 10 (WHITLOCK CORDAGE) OF THE MORRIS CANAL GREENWAY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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 City and the JCRA have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal into a 111-mile continuous pedestrian and bicycle trail (the "**Morris Canal Greenway**"); and

WHEREAS, portions of the Morris Canal Greenway are located within the Morris Canal Redevelopment Area, which was designated by the City pursuant to the Redevelopment Law, and are subject to the Morris Canal Redevelopment Plan, as amended, which was enacted by the City in accordance with the Redevelopment Law; and

WHEREAS, the JCRA is the owner of certain real property designated as Block 17301, Lot 10, and Block 17401, Lot 1, as shown on the official tax map of the City of Jersey City (the "**Property**") within the Morris Canal Redevelopment Area, commonly known as Segment 10 (Whitlock Cordage) of the Morris Canal Greenway; and

WHEREAS, the JCRA seeks to further advance construction of the Morris Canal Greenway, a portion of which will include the Property; and

WHEREAS, pursuant to N.J.S.A. 40A:12A-8, the JCRA is authorized to enter into contracts or agreements for professional services in connection with the carrying out of redevelopment projects; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5(1)(a)(i), professional services for environmental assessment are exempt from public bidding under the Local Public Contracts Law; and

WHEREAS, on January 19, 2021, pursuant to Resolution No. 21-01-15, the JCRA awarded a contract to Gallagher Basset Technical Services, Inc. to perform and complete a Preliminary Assessment of environmental conditions at the Property; and

WHEREAS, the Preliminary Assessment identified two areas of concern at the Property that require further investigation through a Site Investigation; and

WHEREAS, Gallagher Basset Technical Services, Inc. submitted a proposal to the JCRA dated June 4, 2021 (the "**Proposal**") for the continued provision of professional consulting and risk management services, including provision of a Licensed Site Remediation Professional, Site Investigation services, and other tasks related to or in conjunction with the Preliminary Assessment and Site Investigation; and

WHEREAS, the JCRA seeks to authorize a new contract with Gallagher Basset Technical Services, Inc. in an amount not to exceed \$81,550, pursuant to which Gallagher Basset Technical Services, Inc. will conduct a Site Investigation at the Property and perform other professional environmental consulting and risk management services at the Property as outlined in the Proposal; and

WHEREAS, Gallagher Basset Technical Services, Inc. possesses the skills and expertise to perform and complete the services outlined in the Proposal; and

WHEREAS, \$53,640.00 from the 2019 Brownfields Hazardous Waste Substances Multipurpose Grant No. 96274900 from the Environmental Protection Agency, and \$27,910 from the Hazardous Discharge Site Remediation Fund from the New Jersey Department of Environmental Protection are available to pay the costs of the assessment activities in the Proposal.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the contract with Gallagher Bassett Technical Services, Inc. to perform and complete the Site Investigation and related tasks as set forth in the Proposal attached hereto as **Exhibit A**, payable at the rates set forth in the Proposal for a total amount not to exceed \$81,550, subject to the terms and conditions set forth in the JCRA's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the JCRA.
3. The Executive Director is hereby authorized and directed to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
4. Notice of the award of contract shall be published in a newspaper of general circulation pursuant to N.J.S.A. 40A:11-5(1)(a)(i).
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 June 15, 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	✓			



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

January 26, 2021

Alisa Goren
BRS, Inc.
P.O. Box 2293
Medford Lakes, NJ 08055

Subject: USEPA Region 2 Site Eligibility Determination for JCRA NJ Brownfields Multipurpose, Cooperative Agreement No. BF 96274900

Dear Ms. Goren,

This letter is in response to the email request dated January 14, 2021 from JCRA requesting approval to expend grant funds to perform assessment activities on properties targeted under the Jersey City Redevelopment Agency Grant. The following sites are eligible for Brownfields Hazardous Assessment:

Site Name	Address
Block 17301, Lot 10	460 Communipaw Avenue, Jersey City, New Jersey 07305
Block 17401, Lot 1	460 Communipaw Avenue, Jersey City, New Jersey 07305

EPA conducted a site enforcement screening in the Envirofacts Warehouse and SEMS databases. The screening indicated that there were no violations or enforcement actions pending on the site mentioned above. Therefore, the site is approved for the use of EPA funding to conduct Phase I hazardous contamination environmental site assessments in compliance with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 104(k) and the Cooperative Agreement's terms and condition. The expenses incurred for eligible activities described above are reimbursable under your Brownfields Cooperative Agreement.

If you have any questions, please contact Schenine Mitchell at (212) 637-3283 or by e-mail at Mitchell.schenine@epa.gov.

Sincerely,

1/26/2021

X Schenine Mitchell

Schenine Mitchell
Regional Brownfields Coordinator
Signed by: SCHENINE MITCHELL
U.S. EPA Region 2

Internet Address (URL) • <http://www.epa.gov>

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TECHNICAL SERVICES

June 4, 2021

Ms. Victoria Bonners/Mr. Robert Napiorski
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, NJ 07302

Re: Proposal to Provide Site Investigation (SI) Services
Morris Park Greenway Segment 10, Jersey City, New Jersey
GBTS Project 19-12158CM

Dear Ms. Bonners and Mr. Napiorski:

Gallagher Bassett Technical Services (GBTS) is pleased to provide this proposal to the Jersey City Redevelopment Agency (JCRA) for the continued provision of professional consulting and risk management services, including a Licensed Site Remediation Professional (LSRP). The specific scope included herein Site Investigation (SI) services for Segment 10 of the proposed Morris Canal Greenway development project. It is our understanding that Segment 10 is comprised of Block 17301, Lot 10 and Block 17401, Lot 1. In the event that contamination is identified during the SI activities, we have also included subsequent tasks that will be required to gain regulatory compliance related to those impacts.

GBTS will prepare, certify, and submit all necessary NJDEP submittals, via the online LSRP portal, following draft review by JCRA and/or its designees. Anticipated submittals include the Preliminary Assessment (PA) report¹, SI report, Remedial Action Workplan (RAWP)², Remedial Action Report (RAR)², Classification Exception Area (CEA)², Deed Notice (DN)² and Remedial Action Permit(RAP)². Our LSRP will also issue a Response Action Outcome (RAO)², if required.

GBTS is the environmental consulting, risk engineering, industrial hygiene and environmental construction management operating unit for Gallagher Bassett; Gallagher Bassett is the risk management division of Arthur J. Gallagher & Co. (NYSE:AJG). Below please find our technical approach and fee proposal.

BACKGROUND

Per the New Jersey Department of Environmental Protection (NJDEP) *Technical Requirements for Site Remediation*, N.J.A.C. 7:26E, a SI is required when a potentially contaminated AOC is identified during a PA. GBTS recently performed the PA for Segment 10 and is currently finalizing the report. The PA has identified the following AOCs that will require further investigation:

¹ LSRP services were not included in the GBTS PA proposal as LSRP services are only required in the event that Areas of Concern (AOCs) are identified during the PA process.

² RAWP, RAR, CEA, DN, RAP and RAO only required if contaminants above regulatory standards are identified during the SI activities.

125-310 Village Boulevard, 3rd Floor
Princeton, NJ 08540
O: 609-730-0007
F: 609-730-0011
www.gallagherbassett.com

- AOC 1: Underground Storage Tank (UST) at Maple Avenue – Historical maps document the presence of a gasoline UTS at the foot of Maple Avenue / Lot 1; and
- AOC 2: Historic Fill – A portion of Lot 10 was formerly occupied by the Morris Canal and associated railroad, which was filled in the 1920s and 1930s.

The purpose of a site investigation is to determine if contaminants are present at an AOC at concentrations that would require additional investigation and/or remediation or if contaminants are leaving the site or entering the site from neighboring parcels.

SCOPE

GBTS shall perform a NJDEP compliant Site Investigation (SI) for the two parcels which make up the Segment 10. The SI will be prepared in full conformance with the NJDEP Technical Requirements for Site Remediation (NJAC 7:26E-3.1) and shall include Tasks 1 through 6, described below.

If contaminants above regulatory standards are identified during the SI activities, Tasks 7 through 12 will be completed.

Task 1 — Project Management, Meetings and Designation of and Consultation with a Licensed Site Remedial Professional (LSRP)

GBTS will provide a Senior Project Manager with over twenty years of experience on similar projects, including multiple projects for JCRA, to manage all aspects of the project. GBTS will also submit a LSRP Notification of Retention Form to NJDEP through the NJDEP on-line portal. Mr. Ed Sullivan will register as the LSRP of record for Segment 10. Mr. Sullivan is currently registered as GBTS's LSRP for the Country Village portion of the Morris Canal Greenway project.

For budgetary purposes this task includes project management and the participation in at least twenty (20) project meetings. It has been assumed that the project meetings will be attended by GBTS's Senior Project Manager and each meeting will run no longer than two hours, including meeting preparation. GBTS's Senior Project Manager and the LSRP will communicate regularly.

Project management time will be on a time and materials (T&M) basis with a not to exceed (NTE) budget. No work will be done in excess of the budget amount without prior written approval of JCRA or its designees.

Task 2 — Preparation of Quality Assurance Project Plan (QAPP) Addendum

GBTS will prepare a Quality Assurance Project Plan (QAPP) Addendum using the QAPP previously prepared, reviewed and approved in 2020 for the Country Village portion of the Greenway to reflect sampling efforts needed to implement the SI as well as to comply with current US Environmental Protection Agency (USEPA) and NJDEP standards.

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

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

Task 3 — Field Preparation Services

Prior to the implementation of the fieldwork, GBTS will provide the following preparatory services:

- *Preparation of a Site-Specific Health and Safety Plan* - GBTS will be responsible for writing, implementing, and enforcing a site-specific health and safety plan, as required by Occupational Safety and Health Administration (OSHA) 1910. This plan will address potential hazards related to drilling and sample collection.
- *Utility Markout* - GBTS will arrange for a utility markout by calling New Jersey One Call Alert Systems, Inc. It will be the responsibility of the Client or Client representative to identify to GBTS underground utilities or other on-site structures not included in the One Call Alert markout.

Task 4 — Ground Penetrating Radar (GPR) Survey

GBTS will sub-contract with a geophysical investigation firm to perform a ground penetrating radar (GPR) survey to identify the presence or absence of a UST on Lot 1. The GPR will also be used to scan the entirety of the lots to identify other subsurface anomalies, particularly in the areas designated as soil boring locations. Observations will be documented by GBTS, and all findings will be summarized and incorporated into the final SIR.

GBTS expects to complete the full site GPR survey within one day.

Task 5 — Soil/Groundwater Investigation

GBTS will oversee the extension of approximately eight borings (~five on Lot 10 and ~three on lot 1) at locations determined appropriate by the project manager and LSRP. If a UST is identified during the GPR survey on Lot 1, up to four (4) additional borings will be advanced to delineate potential soil impacts associated with the UST.

All borings will be extended by a New Jersey Licensed Driller. Borings will be extended two feet into observed native material or to bedrock refusal, whichever is encountered first. Samples will be collected from discrete acetate sampling liners in either four or five foot cores, depending on the drilling equipment used. Encountered soils will be field characterized and screened for field evidence of contamination using visual and olfactory observations and a photoionization detector (PID).

If a boring exhibits evidence of non-historic fill related contamination, it will be converted into a temporary groundwater monitoring well. One groundwater sample will be collected as discussed below. A well will not be installed if groundwater is not encountered within 25 feet below grade (bg) or below observed contamination.

Samples will be collected based on field evidence of possible contamination (e.g., strata exhibiting staining, chemical odors and/or elevated PID readings). If no field evidence of contamination is noted, a minimum of two samples will be collected from each boring location (one from the 0-2 feet bg interval and a second from either the two foot soil interval immediately above the observed depth of groundwater or top of competent bedrock, or two feet below the depth of native soils as determined by the driller and GBTS field engineer). All boring and sampling activities will be conducted in accordance with the NJDEP Field Sampling Procedures Manual (2005).

Samples will be analyzed for the USEPA Target Compound List (TCL) Polycyclic Aromatic Hydrocarbons (PAHs) and USEPA Target Analyte List (TAL) metals and hexavalent chromium. Twenty-five percent of samples (or a minimum of one from each lot) will also be analyzed for full EPH, TCL/TAL+30 analysis. In the event that field evidence of contamination is identified (e.g., staining, odors or elevated PID readings), those borings will be selected as the borings for full full EPH, TCL/TAL+30 analysis. It is anticipated that one field blank for soil, one field blank for groundwater and one trip blank will also be analyzed to comply with NJDEP QA/QC requirements.

All boring locations will be restored to approximate pre-investigation condition. Soils from each boring will be returned to the borehole, unless there is evidence of gross contamination. Any grossly impacted soils or investigation derived wastes (IDW) that cannot be returned to the ground will be properly containerized, labeled and secured on site for disposal during remedial actions.

GBTS expects to complete the SI field work in two days.

Sample costs will be billed at cost plus 15% markup.

Task 6 — Site Investigation Report Preparation

Laboratory results will be reviewed by GBTS and compared to appropriate guidance levels. Findings will be reviewed verbally with the Client. GBTS will prepare one electronic copy of the final report containing a summary of all field activities, including field work methodology and observations, copies of laboratory data (if applicable), maps, and other pertinent information. An interpretation of all data will be provided. The report will document site conditions and provide recommendations for any further environmental testing or remediation, if warranted. The report will be prepared in a format consistent with NJDEP's *Technical Requirements for Site Remediation*. A case inventory document (CID) will also be prepared with this submittal.

Contingent Task 7 — Remedial Action Workplan Addendum (RAW)

If deemed necessary based on SI activities, GBTS will prepare a Remedial Action Workplan (RAW) Addendum using the RAW previously prepared, reviewed and approved in 2020 for the Country Village portion of the Greenway to reflect anticipated remedial actions based on the findings of the SI. The RAW addendum will be prepared for Segment 10 in accordance with NJAC 7:26E including an initial receptor evaluation. The RAW will address all AOCs requiring further remediation. The RAW Addendum will present an evaluation of the Site data and a scope of work for the proposed remedial actions. The RAW Addendum will be prepared in accordance with the TRSR and applicable NJDEP guidance documents. The Draft RAW

Addendum document will be reviewed and commented upon by both the JCRA and the EPA. For budgetary purposes it has been assumed that two sets of comments will be received. Upon acceptance by the JCRA of the final RAW, GBTS will submit the RAW to the NJDEP via the online portal. A CID will also be prepared with this submittal.

Contingent Task 8 – Remediation Oversight

GBTS understands that the JCRA will prepare and issue a remediation bid specification and retain a contractor for performance of the remediation and construction associated with Segment 10. GBTS will review and comment on the bid specification, provide mapping and other files from the RAW, and other ancillary support that may be required by the JCRA.

GBTS will be involved with the oversight of the Site work to the degree necessary to have the LSRP certify as to the satisfactory completeness of the Site's remediation. For budgetary purposes, it has been assumed that the remediation will include soil grading and excavation for offsite disposal and installation of a presumptive remedy cap over historic fill. It's anticipated that the cap construction effort will take 3 weeks to complete. During that period, it is assumed that a Senior Project Scientist will be on-site to observe and document the progress of the remediation for up to eight (8) hours per week (for a maximum total of 24 hours). The LSRP will also be on-site for a portion of time near the start and end of the remedial effort, plus an average of one hour per week to review the Senior Project Scientist's notes and photos (total of 14 hours). A Project Manager will provide weekly management and support at an average of three (3) hours per week.

This task will be billed as T&M NTE.

Contingent Task 9 – Remedial Action Report

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

Contingent Task 10 –Institutional Controls (IC)

Contingent Task 10a - Deed Notice as Institutional Control (IC)

As noted in 7:26E-5.2 (a) (4), the person responsible for remediation is required to "file a deed notice pursuant to N.J.A.C. 7:26C-7.2 when implementing a soil remedial action where the residual contaminant concentrations remaining will exceed the residential direct contact soil remediation standards." GBTS will prepare a draft Deed Notice for Segment 10 using the information obtained from the SI and subsequent RI, if applicable.

Following completion of the Draft Deed Notice, JCRA (or the property owner at that time), will need to sign and file the notice with the County of Hudson.

Contingent Task 10b – Classification Exception Area (CEA) as Institutional Control (IC) – Historic Fill Only

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

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

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

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

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

Contingent Task 11 – Remedial Action Permit (RAP) – Soil

Per N.J.A.C. 7:26E-5.2 (a)(5.) the person responsible for remediation is required to “obtain and comply with a remedial action permit pursuant to N.J.A.C. 7:26C-7 for a restricted use or limited restricted use remedial action.” A RAP is required when either a Deed Notice and/or an engineering control is implemented. The person responsible for the remediation is required to submit the RAP for Soil within 30 days following filing of the Deed Notice(s).

Contingent Task 12 – Response Action Outcome (RAO)

As noted in the Guidance for the Issuance of RAO last updated April 2016, a LSRP can issue a RAO upon implementation of a Remedial Action for one or more areas of concern and issuance of a Remedial Action Permit in the case where limited use or restricted use standards are achieved. GBTS’s will draft, and following any comment by JCRA, issue an RAO covering remedial actions implemented for soil on Segment 10.

SCHEDULE

GBTS is prepared to start the work within five (5) days of a written Notice to Proceed, Purchase Order or Contract. We require written authorization to commence the work. The work will be completed within a timeframe agreed upon with the client. We anticipate that fieldwork can be completed in one day.

COST

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

Task 1 – Project Management (T&M NTE).....	\$15,725
Task 2 – QAPP Addendum (Lump Sum)	\$2,500
Task 3 – Field Prep Services (HASP and Mark out) (Lump Sum)	\$1,500
Task 4 – GPR Survey (GBTS oversight) (Lump Sum)	\$3,750
Task 5 – Site/Groundwater Investigation NJ Licensed Driller/crew (GBTS oversight) (Lump Sum)	\$7,800
Laboratory Analysis (18 PAH, 12 TAL metals, 12 Cr6) (Cost +15%).....	\$5,820
Laboratory Analysis (3 TAL/TCL + 30, EPH) (Cost +15%)	\$5,895
Task 6 – Site Investigation Report Preparation (Lump Sum)	\$4,500
Contingent Task 7 – Remedial Action Work plan Addendum (Lump Sum)	\$6,150
Contingent Task 8 - Remedial Oversight (T&M NTE)	\$7,235
Contingent Task 9 – Remedial Action Report (Lump Sum)	\$9,250
Contingent Task 10 – Institutional Controls	
Contingent Task 10a – Deed Notice (Lump Sum)	\$1,550
Contingent Task 10b – CEA Historic Fill (Lump Sum)	\$4,950
Contingent Task 11 – Remedial Action Permit – Soil (Lump Sum)	\$3,250
Contingent Task 12 – Response Action Outcome (Lump Sum)	\$1,675
SI Tasks 1-6 Total	\$47,490
Contingent Tasks 7-12 Total	\$34,060
PROJECT TOTAL.....	\$81,550

Tasks that are based on time and materials/ hourly rates are to be considered estimates and are based on an estimated not to exceed value without client authorization. Actual site conditions may affect the final costs. Tasks based on a lump sum value are specific to the scope of work described above. Additional work requested and approved by the Client shall be on an hourly rate basis. All work shall be performed in accordance with the attached Fee Schedule and Terms and Conditions.

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

ASSUMPTIONS

1. GBTS will be given full and unlimited access to the Site in order to perform the required Site Investigation activities;
2. QAPP addendum satisfies requirements of USEPA;
3. RAWP Addendum satisfies requirements of USEPA and NJDEP.

If previously unknown discharge (as defined by N.J.S.A. 58:10C, the Site Remediation and Reform Act {SRRRA}), or condition deemed by GBTS to be an Immediate Environmental Concern (IEC) condition is identified at any time, the “person responsible for performing the remediation” (assumed to be JCRA) is

Ms. Victoria Bonners/Mr. Robert Napiorski
June 4, 2021
Page 8

obligated to notify the NJDEP in accordance with the SRRA. (This is a mandatory reporting requirement. In the case of an IEC, it also requires an immediate action.)


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

Respectfully submitted,
Gallagher Bassett Services, Inc.

Prepared by:


Claire Siegrist
Project Manager

Reviewed by:


James Blaney
Operations Manager, Environmental

Client Authorization

Accepted by the Authorized Representative of Client

Print Name and Title

Date

c. Files

STANDARD CLIENT TERMS AND CONDITIONS 2021**1. SCOPE AND PERFORMANCE OF THE WORK**

As used herein, the term "Client" refers to the party signing as such below. Client hereby retains GBTS to perform the services described in Gallagher Bassett Technical Services' (GBTS) Proposal ("Services"), attached hereto, and GBTS agrees to provide said Services. The terms, conditions, and limitations contained in GBTS's Proposal are incorporated herein by reference in this Agreement. Any additional terms and conditions proposed by Client are objected to and will not be binding upon GBTS unless specifically assented to in writing by GBTS's authorized representative. The Services provided are not of a legal nature, and GBTS shall in no event give, or be required to give, any legal advice or legal representation to Client. This Agreement shall not create any rights or benefits to parties other than Client or GBTS.

2. PAYMENT TERMS

As full consideration for the performance of Services described in Section 1, herein, Client agrees to pay GBTS as set forth in GBTS's Proposal. Any additional services or work required by Client shall be performed on a time-and-materials ("T&M") basis, in accordance with the cost and fee schedule effective at the time of performance of such services or work. **GBTS's current COST AND FEE SCHEDULE is attached hereto and fully incorporated herein.**

3. CHANGE ORDERS

Client has relied on GBTS's professional judgment in establishing the Project scope of work ("SOW") and costs of Services as set forth in the Proposal. Client shall also rely on GBTS's professional judgment in evaluating the continued adequacy of the SOW, in light of occurrences or discoveries that were not originally contemplated by or known to Client and/or GBTS. Client and/or GBTS shall have the right to modify the scope of Services, specifications and time requirements set forth in the Proposal, along with an equitable adjustment of the cost and fees for such Services, as deemed appropriate and agreed to by the Parties hereto. Such modification of Services shall be in writing, attached hereto and incorporated by reference ("Change Order").

4. BILLING AND PAYMENT

Client recognizes that timely payment of GBTS's invoices is a material part of the consideration GBTS requires to perform the Services. Client will pay GBTS for all satisfactorily rendered Services in accordance with these Terms and Conditions and the fees, rates, charges and reimbursement terms set forth in GBTS's Proposal and/or

COST AND FEE SCHEDULE. GBTS shall be permitted to revise its COST AND FEE SCHEDULE no more than once annually, by submitting a copy of the revised COST AND FEE SCHEDULE to Client thirty (30) days prior to its effective date. The revised COST AND FEE SCHEDULE shall apply only to Services performed after the effective date. Routine invoices will be submitted by GBTS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date.

If Client objects to any portion of an invoice, Client shall notify GBTS within fourteen (14) calendar days from the date of the invoice, identify the cause of the objection, and pay when due the undisputed portion of the invoice. Client shall pay an additional charge of one and one-half percent (1.5%) of the invoiced amount per month for any payment received by GBTS more than thirty (30) calendar days from receipt of invoice, excepting any disputed portion of the invoiced amount that has been resolved in favor of Client. However, interest amounts shall not exceed that which is legally allowable. Payment thereafter shall be applied first to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or set-offs by Client. Payment shall not be conditioned on reimbursement or other recovery of funds from any third party, including insurance carriers.

5. STANDARD OF CARE/WARRANTY

While performing the Services under this Agreement, GBTS shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental, construction, claims and risk management consulting profession performing the kind of services to be performed hereunder and practicing in the same or similar locality at the same period of time. Reasonable people may disagree on matters involving professional judgement of time. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse Client from paying for services rendered or result in liability to GBTS. Except for the express promise set forth above, GBTS neither makes, nor offers, nor warrants to Client any express or implied warranties or guarantees with respect to GBTS's Services or the services of others designated by Client. Client and Client's contractors shall promptly notify GBTS of any actual or suspected defects in GBTS's Services to help GBTS take corrective measures to cure such defects and/or help minimize the consequences of any such defect. GBTS shall not be liable to Client for any damages without being given a reasonable opportunity to correct the Services.

6. SAFETY

Client shall be obligated to inform GBTS of any applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. GBTS and its employees and/or subcontractors will be obligated to adhere to such procedures and regulations once notice has been given.

Unless specifically provided in the Proposal, GBTS shall not have any responsibility for overall job safety for others at the work site. If in GBTS's opinion, its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, GBTS may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, GBTS may in its discretion terminate its performance in accordance with Section 17, in which event Client shall pay for Services and termination expenses as provided herein.

7. INSURANCE

GBTS shall procure and maintain, at its own expense, during the term of its engagement with Client, insurance of the following types and amounts: commercial general liability, contractors' pollution liability, professional liability (Errors & Omissions) at limits of \$1,000,000 per occurrence/\$2,000,000 in the aggregate; automotive liability insurance with a combined single limit of \$1,000,000; workers' compensation and employer's liability insurance as required by state law (all 50 states); and \$10,000,000 per occurrence and in the aggregate of umbrella coverage. GBTS shall furnish evidence of such coverage to Client upon request and shall promptly notify Client of any impending change in coverage. Additional coverages may be obtained on a project-by-project basis upon request by Client and at the sole cost and expense of Client.

8. INDEMNIFICATION

GBTS shall indemnify, defend and hold harmless Client and its officers, directors, employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by Client, its officers, directors, employees, agents, representatives, affiliates and successors as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities for property damage and/or personal injury ("Claims") resulting from or arising out of GBTS's negligent acts, errors or omissions in the performance of Services under this Agreement.

Client shall indemnify, defend and hold harmless GBTS and its officers, directors employees, agents, representatives, affiliates and successors from any and all damages, losses and expenses, including, but not limited to reasonable legal expenses and attorneys' fees connected therewith, sustained by GBTS, its officers, directors, employees, agents, representatives, affiliates and successors, as a result of any and all Claims resulting from or arising out of Client's negligent acts, errors or omissions.

To the extent the Services include performance by GBTS of intrusive ground work, Client shall indemnify GBTS from and against any and all Claims, damages, losses and expenses (including reasonable legal expenses and attorneys' fees) resulting from or arising out of damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to GBTS prior to performance of the Services.

In no event shall Client and GBTS and their respective officers, directors, employees, agents, representatives, affiliates and successors be liable to each other or to anyone claiming by, through or under the Parties, including the Parties' respective insurers, for any lost, delayed and/or diminished profits, revenues, or opportunities, or any other incidental, special, indirect, or consequential damages of any kind or nature whatsoever.

9. LIMITATION OF LIABILITY

Under no circumstances will GBTS be liable to Client for any amount in excess of the total amount of fees paid by Client to GBTS for Services performed under this Agreement, or \$50,000, whichever is greater. This limitation shall apply to any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees and expert witness' fees) arising from or related to Services performed under this Agreement from any cause or causes. Such causes include, but are not limited to, GBTS's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based on all types of legal theories, including but not limited to contract, tort, professional liability, product liability, warranty or otherwise. Client agrees that any claim for damages filed against GBTS, by Client or by any contractor or subcontractor hired directly or indirectly by Client, will be filed solely against GBTS or its successors or assigns, and that no individual shall be held personally liable for damages, in whole or in part.

10. DISPUTE RESOLUTION

If any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall occur, Client and GBTS shall endeavor to reach resolution through good faith direct discussions between representatives of the parties with authority to resolve the matter. If direct discussions do not result in resolution of the matter, the parties shall endeavor in good faith to resolve the matter via mediation. If the parties choose mediation either party may terminate the mediation at any time after the first session by written notice to the non-terminating party and mediator. The cost of the mediation shall be shared equally by the parties. The parties agree that the sole proper venue for the determination of any litigation arising under this Agreement shall be in a court of competent jurisdiction which is located in Cook County, Illinois, and the parties hereby expressly declare that any other venue shall be improper and expressly waive any right to a determination of any such litigation in any other venue, except as allowed in the section entitled "Collection." Each party shall bear its own litigation costs and fees, including expert and attorneys' fees.

11. TIME LIMITATION ON NOTICE AND PURSUIT OF CLAIMS

Any claims of Client, whether based upon contract, tort, breach of warranty, or otherwise, shall be deemed waived unless written notice of such claim is received in writing by GBTS within one (1) year after Client knew or reasonably should have known of its existence.

12. COLLECTION

Should the Client's account, after payment default hereunder, be referred by GBTS to an attorney or collection agency for collection, then Client shall pay all of GBTS's expenses incurred in such collection efforts including, but not limited to, collection agency fees, court costs and reasonable attorneys' fees. Notwithstanding the above or any other terms provided herein, GBTS may institute proceedings to collect payment in any court of competent jurisdiction in the United States.

13. USE OF REPORTS/NO THIRD-PARTY RELIANCE

All drafts, reports, forms, statements, certifications, opinions, advice and other documents generated in performance of the Services ("Documents") remain the sole property of GBTS until Client has made full payment therefore to GBTS. Any documents provided by GBTS to Client as part of the Services provided herein are provided for the sole and exclusive use of the Client for specific

application to the matter for which the Services are provided. Any third-party use of the above-referenced Documents is prohibited without the express, written authorization of GBTS, and remittance to GBTS of a reasonable reliance fee. Client shall indemnify, defend and hold harmless GBTS and its officers, directors, employees, agents, representatives, affiliates, successors and assigns from any and all damages, losses or expenses, including but not limited to, reasonable legal expenses and attorneys' fees, liabilities, penalties, and fines sustained by GBTS, its officers, directors, employees, agents, representatives, affiliates, successors and assigns as a result of any and all claims or causes of action with respect to and arising out of any third-party reliance.

Client shall inform GBTS of any specific third parties or types of third parties that Client believes may ask to rely on GBTS's Documents, and Client shall not under any circumstances permit such reliance except with GBTS's express consent. GBTS may withhold consent if the third party does not agree, in writing, to: (i) be bound by the terms of this Agreement including, without limitation, any provision limiting GBTS's liability hereunder, (ii) use such information only for the purposes contemplated by GBTS in performing its Services, and (iii) be bound by the qualifications and limitations expressed in the opinions, conclusions, certificate, or report produced. Client's payment of GBTS's invoices, as provided for herein, shall not be made contingent upon GBTS's agreement to permit third-party reliance.

14. DISCLOSURE OF INFORMATION

Client shall provide all studies, reports, data and other information in its control which may be relevant to performance of the Services. GBTS shall be entitled to use and rely upon all such information. Client accepts sole responsibility for errors in Services solely resulting from inaccurate or incomplete information supplied to GBTS.

15. CONFIDENTIALITY

In connection with this Agreement, the parties acknowledge that it may be necessary for each of them to provide to the other information that is confidential to the disclosing party ("Confidential Information"). As used herein the term "Confidential Information" shall mean all business, technical or scientific data and information, in any form, not previously known to or generated by the receiving party that is of a confidential or competitively-sensitive nature, or information that is marked "Confidential" by the disclosing party. Without limitation, and by way of example only, Confidential Information shall include: software, systems, processes, designs, plans, engineering files, price information, business plans,

business methods, financial data, and any other competitively-sensitive information or data belonging to the disclosing party. Each party shall secure and maintain the Confidential Information of the other party in strictest confidence and shall not disclose or make available to others the Confidential Information of the other party without the express written consent, in advance, of that party. Confidential Information shall not include information which: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party; or (e) is disclosed by operation of law. This provision shall not be interpreted in any way to restrict a party from complying with a legally enforceable order to provide such information or data, provided that notice of such obligation is promptly given, in advance, to the other party. Client agrees that GBTS may use and publish Client's name and a general description of services rendered under the Agreement for purposes of describing GBTS's experience and qualifications to others.

16. DELAYS

If GBTS's Services are interrupted by circumstances beyond GBTS's control, Client shall compensate GBTS for the labor, equipment, and other costs GBTS incurs in order to maintain continuity of GBTS's project team for Client's benefit during the interruption. Alternatively, and at Client's option, Client shall compensate GBTS for the various costs GBTS incurs for demobilization and subsequent remobilization. GBTS's compensation shall be based upon GBTS's current prevailing COST AND FEE SCHEDULE. Except for the foregoing provision, neither party shall hold the other responsible for damages or performance delays caused by circumstances beyond the control of the other party, and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, such circumstances include, but are not limited to: unusual weather; floods; epidemics; wars; riots; strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; inability (despite reasonable diligence) to supply personnel, equipment, or material to the project; or the action or inaction of government. Should such circumstances transpire, Client and GBTS shall exert a best effort to overcome the resulting difficulties and resume performance of the Services as soon as reasonably possible. Delays within the scope of this provision that cumulatively exceed forty-five (45) calendar days shall, at the option of either party, make this Agreement subject to renegotiation or termination.

17. TERMINATION

Client may terminate this Agreement for convenience without penalty, by providing written notice to GBTS. Client or GBTS may terminate the Agreement for cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which Party effects termination or the cause thereof, Client shall, within thirty (30) calendar days from receipt of GBTS's termination invoice, pay GBTS's fees for Services satisfactorily rendered and costs incurred, in accordance with the COST AND FEE SCHEDULE. Client shall pay GBTS for costs reasonably stemming from termination and post-termination activities including, but not limited to, demobilization, equipment decontamination and/or disposal, and disposal and replacement of contaminated consumables.

18. NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the designated address of the respective party.

19. SURVIVAL

Obligations arising before the expiration or termination of this Agreement, and all provisions of this Agreement allocating responsibility or liability between Client and GBTS, shall survive the completion of Services described herein and termination of this Agreement.

20. GOVERNING LAW

Unless otherwise provided, the substantive law of the State of Illinois will govern the validity of this Agreement, its interpretation and performance, and remedies for contract breach or other claims related to this Agreement.

21. ENTIRE AGREEMENT

This Agreement shall serve as a continuing service agreement which shall apply to all services and work rendered to Client that fall within the general scope of Services described herein. This Agreement and all exhibits, appendices, and attachments, as well as all terms and conditions incorporated by reference, constitute the entire Agreement between Client and GBTS, by which all prior understandings and negotiations are superseded and replaced. This Agreement and all exhibits, appendices, and attachments may be amended, supplemented, modified or canceled only by a duly executed written instrument. Terms



TECHNICAL SERVICES

and conditions, on the Client's internet site or included with a Purchase Order or other such document issued by Client, shall be null and void and of no legal effect on GBTS unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement, which becomes effective on the date signed by Client's authorized officer or representative as shown below.

AGREED TO AND ACCEPTED BY:

Gallagher Bassett Services, Inc.

BY: _____

TITLE: _____

DATE: _____

CLIENT: _____

BY: _____

TITLE: _____

DATE: _____



TECHNICAL SERVICES

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

COST AND FEE SCHEDULE—2021

I. INVOICE CONTENTS

Invoices for services and work provided by Gallagher Bassett Services, Inc. (GBSI) will consist of: (1) hourly rate fees for professional and support personnel; (2) travel, shipping, and communication charges; and (3) sales or gross receipt taxes, as applicable. Hourly and travel charges will be based from portal-to-portal. These rates are effective through December 31, 2021.

II. PERSONNEL RATES

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

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

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

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

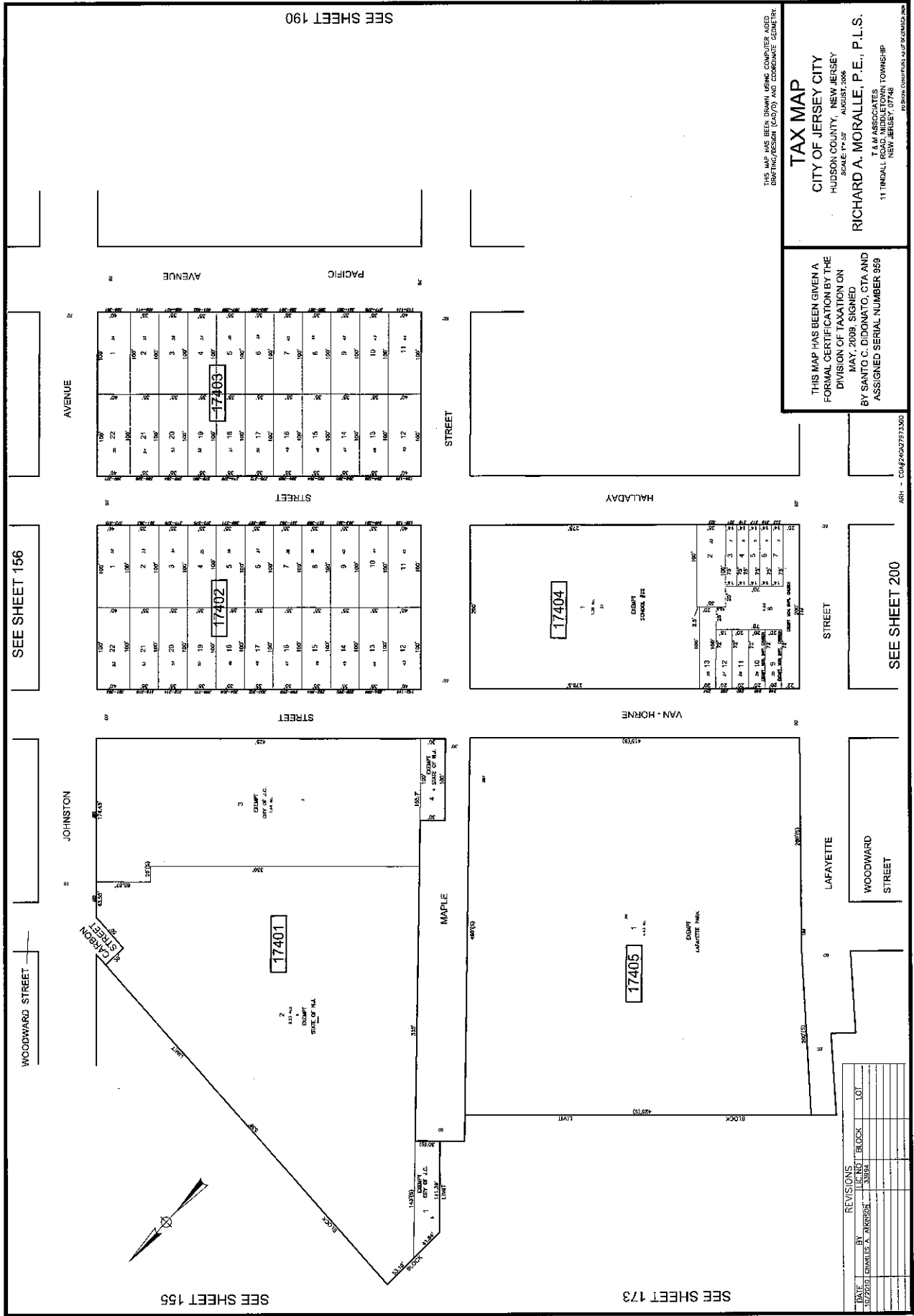
III. DISBURSEMENTS

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

IV. NOTES

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

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



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

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

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

WHEREAS, portions of the Morris Canal Greenway are located within the Morris Canal Redevelopment Area, which was designated by the City pursuant to the Redevelopment Law, and are subject to the Morris Canal Redevelopment Plan, as subsequently amended, which was enacted by the City in accordance with the Redevelopment Law; and

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

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

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

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

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

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

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

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

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

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

Section 2. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with GBTS to perform and complete the Preliminary Assessment for a term to expire upon completion of the Preliminary Assessment and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Proposal for a total amount not to exceed Four Thousand Eight Hundred Dollars (\$4,800.00), subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

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

Section 4. This Resolution shall take effect immediately.

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


Diana H. Jeffrey, Secretary

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

Item # 14

Table

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
JUNE 15, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of June 15, 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 June 15, 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 June 15, 2021

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

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES I	6/15/2021	5/19/2021	May 2021	Scaffold Services at 84 Sip Avenue	\$1,200.00	\$0.00		\$1,200.00
Totals for ADVANCED SCAFFOLD SERVICES LLC:					\$1,200.00	\$0.00		\$1,200.00
1 invoice(s) listed.								
AFLAC								
AFLAC	6/15/2021	6/1/2021	July 2021	Employee Deductions per Payroll	\$1,006.20	\$0.00		\$1,006.20
Totals for AFLAC:					\$1,006.20	\$0.00		\$1,006.20
1 invoice(s) listed.								
Apruzzese, McDermott, Mastro & Murphy								
Apruzzese, McDermott, Mastro & Murphy	6/15/2021	5/27/2021	225895	Legal Services - Internal Employment	\$70.00	\$0.00		\$70.00
Totals for Apruzzese, McDermott, Mastro & Murphy:					\$70.00	\$0.00		\$70.00
1 invoice(s) listed.								
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217618	Legal Services - Powerhouse, LLC	\$280.00	\$0.00		\$280.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217619	Legal Services - 385-387 Communipaw	\$1,329.50	\$0.00		\$1,329.50
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217623	Legal Services - 336-340 MLK Drive Redevelo	\$4,445.00	\$0.00		\$4,445.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217626	Legal Services - 342 Johnston Ave	\$65.00	\$0.00		\$65.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217627	Legal Services - 326-328 Johnston Ave	\$130.00	\$0.00		\$130.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217628	Legal Services - Liberty Plant Sciences	\$626.00	\$0.00		\$626.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217616	Legal Services - Bates Street Redevelopment	\$5,492.50	\$0.00		\$5,492.50
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217617	Legal Services - Whitlock Mills	\$1,170.00	\$0.00		\$1,170.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217620	Legal Services - PCA Bates	\$2,038.50	\$0.00		\$2,038.50
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217621	Legal Services - York Street & West Sub-Rede	\$803.50	\$0.00		\$803.50
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217622	Legal Services - Mecca Bates Sub-Redevelopm	\$715.00	\$0.00		\$715.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217624	Legal Services - McMaple Holding	\$139.63	\$0.00		\$139.63
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217625	Legal Services - 550 Johnston Avenue	\$162.50	\$0.00		\$162.50
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217629	Legal Services - 61-63 Sip Avenue	\$4,225.00	\$0.00		\$4,225.00
ARCHER & GREINER, P.C.	6/15/2021	5/5/2021	4217647	Legal Services - LMD #13 Urban Renewal to I	\$23,400.00	\$0.00		\$23,400.00
Totals for ARCHER & GREINER, P.C.:					\$45,022.13	\$0.00		\$45,022.13
15 invoice(s) listed.								
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5280	Oversight & Mngt Services for EPA Revolv	\$225.00	\$0.00		\$225.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5272	Environmental Support Services for Grand Je	\$3,015.00	\$0.00		\$3,015.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5273	Oversight & Mgmt Services for EPA Petro A	\$315.00	\$0.00		\$315.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5274	Oversight & Mgmt Services for EPA Haz. Su	\$615.00	\$0.00		\$615.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5275	Oversight & Mgmt Services for EPA Multipu	\$1,638.75	\$0.00		\$1,638.75
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5301	Oversight & Mgmt Services for EPA Multipu	\$3,102.50	\$0.00		\$3,102.50
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5302	Oversight & Mgmt Services for EPA Mill Cre	\$375.00	\$0.00		\$375.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5303	Oversight & Mgmt Services for EPA Haz. Su	\$585.00	\$0.00		\$585.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5304	Oversight & Mgmt Services for EPA Revolv	\$735.00	\$0.00		\$735.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5305	Oversight & Mgmt Services for EPA Petro. A	\$530.00	\$0.00		\$530.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	5/31/2021	5306	Environmental Support Services for Grand Je	\$2,405.00	\$0.00		\$2,405.00
BROWNFIELD REDEVELOPMENT S	6/15/2021	4/30/2021	5271	Oversight & Mgmt Services for EPA Mill Cre	\$225.00	\$0.00		\$225.00
			Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:		\$13,766.25	\$0.00		\$13,766.25
			12 invoice(s) listed.					
CASH								
CASH	6/15/2021	6/7/2021	Replenishment	Replenishment of Petty Cash	\$290.01	\$0.00		\$290.01
			Totals for CASH:		\$290.01	\$0.00		\$290.01
			1 invoice(s) listed.					
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	6/15/2021	5/27/2021	Reimbursement	Expense Reimbursement - Zoom	\$91.85	\$0.00		\$91.85
CHRISTOPHER FIORE	6/15/2021	6/1/2021	Reimbursement	Expense Reimbursement	\$556.43	\$0.00		\$556.43
			Totals for CHRISTOPHER FIORE:		\$648.28	\$0.00		\$648.28
			2 invoice(s) listed.					
CME ASSOCIATES								
CME ASSOCIATES	6/15/2021	5/26/2021	0281649	Engineering Services - Berry Lane Park - Pavi	\$151.00	\$0.00		\$151.00
			Totals for CME ASSOCIATES:		\$151.00	\$0.00		\$151.00
			1 invoice(s) listed.					
COMCAST								
COMCAST	6/15/2021	6/1/2021	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$201.57	\$0.00		\$201.57
COMCAST	6/15/2021	5/28/2021	8499 05 354 3345680	Internet Service at 66 York Street	\$183.33	\$0.00		\$183.33
			Totals for COMCAST:		\$384.90	\$0.00		\$384.90
			2 invoice(s) listed.					
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	6/15/2021	5/12/2021	July 2021	Maintenance Fee	\$157.12	\$0.00		\$157.12
			Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:		\$157.12	\$0.00		\$157.12
			1 invoice(s) listed.					
DELTA STORAGE								
DELTA STORAGE	6/15/2021	5/4/2021	July 2021	Storage Unit - Size: 10x29, Unit #: 1172	\$828.00	\$0.00		\$828.00
DELTA STORAGE	6/15/2021	6/7/2021	July 2021	Storage Unit - Size: 10x30, Unit #: 1001	\$839.00	\$0.00		\$839.00
			Totals for DELTA STORAGE:		\$1,667.00	\$0.00		\$1,667.00
			2 invoice(s) listed.					

Jersey City Redevelopment Agency

Cash Requirements Report

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Donohue, Gironda, Doria & Tomkins, LLC.								
Donohue, Gironda, Doria & Tomkins, L.	6/15/2021	5/12/2021	21-052	Professional Services Rendered- Audit Dec. 3	\$37,500.00	\$0.00		\$37,500.00
				Totals for Donohue, Gironda, Doria & Tomkins, LLC.:	\$37,500.00	\$0.00		\$37,500.00
				1 invoice(s) listed.				
DRESHDNER ROBIN ENVIRON MGMT								
DRESHDNER ROBIN ENVIRON MGMT	6/15/2021	5/4/2021	17583	Professional Environmental Services- Berry L.	\$1,091.42	\$0.00		\$1,091.42
DRESHDNER ROBIN ENVIRON MGMT	6/15/2021	5/4/2021	17584	Professional Environmental Services- Berry L.	\$5,323.00	\$0.00		\$5,323.00
				Totals for DRESHDNER ROBIN ENVIRON MGMT:	\$6,414.42	\$0.00		\$6,414.42
				2 invoice(s) listed.				
ELISHEVA DAVIDOFF								
ELISHEVA DAVIDOFF	6/15/2021	5/6/2021	Reimbursement	Expense Reimbursement - Rutgers	\$205.00	\$0.00		\$205.00
				Totals for ELISHEVA DAVIDOFF:	\$205.00	\$0.00		\$205.00
				1 invoice(s) listed.				
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	6/15/2021	4/30/2021	SI-520	Boundary Survey - 185 Dwight Street	\$3,362.50	\$0.00		\$3,362.50
				Totals for ENGENUITY INFRASTRUCTURE, LLC:	\$3,362.50	\$0.00		\$3,362.50
				1 invoice(s) listed.				
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	6/15/2021	4/30/2021	1147810	Miscellaneous Legal Advertising	\$752.36	\$0.00		\$752.36
				Totals for EVENING JOURNAL ASSOCIATION:	\$752.36	\$0.00		\$752.36
				1 invoice(s) listed.				
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	6/15/2021	1/1/2021	43252	Legal Services - 454 Palisade Avenue	\$330.00	\$0.00		\$330.00
GLUCK WALRATH LLP	6/15/2021	1/1/2021	44222	Legal Services - 9 Myrtle Avenue MDW	\$440.00	\$0.00		\$440.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60742	Legal Services - 248 Grove Street	\$165.00	\$0.00		\$165.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60743	Legal Services - 9 Myrtle Avenue MDW	\$247.50	\$0.00		\$247.50
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60744	Legal Services - 454 Palisade Avenue	\$1,210.00	\$0.00		\$1,210.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60747	Legal Services - 182 Hancock	\$385.00	\$0.00		\$385.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60748	Legal Services - 199 Stegman	\$1,402.50	\$0.00		\$1,402.50
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60749	Legal Services - 101 Bidwell	\$875.00	\$0.00		\$875.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60750	Legal Services - 116 Grant	\$910.00	\$0.00		\$910.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60751	Legal Services - 7 Myrtle Avenue MDW	\$55.00	\$0.00		\$55.00
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60746	Legal Services - SciTech Scity	\$27.50	\$0.00		\$27.50
GLUCK WALRATH LLP	6/15/2021	5/26/2021	60745	Legal Services - Whitlock Mills	\$165.00	\$0.00		\$165.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
HUDSON REALTY ABSTRACT CO.								
HUDSON REALTY ABSTRACT CO.	6/15/2021	1/1/2021	HR32619	County & Tax Search	\$240.00	\$0.00		\$240.00
HUDSON REALTY ABSTRACT CO.	6/15/2021	1/1/2021	HR32619-3	County & Tax Search	\$220.00	\$0.00		\$220.00
HUDSON REALTY ABSTRACT CO.	6/15/2021	5/20/2021	HR33649	County & Tax Search- MLK Urban Renewal	\$1,052.00	\$0.00		\$1,052.00
Totals for HUDSON REALTY ABSTRACT CO.: 3 invoice(s) listed.					\$1,512.00	\$0.00		\$1,512.00
Kassim Handyman Service, LLC								
Kassim Handyman Service, LLC	6/15/2021	5/4/2021	7718	Repairs at 665 Ocean Avenue	\$1,425.00	\$0.00		\$1,425.00
Kassim Handyman Service, LLC	6/15/2021	3/28/2021	7726	Repairs at 665 Ocean Avenue Apt #2	\$2,685.00	\$0.00		\$2,685.00
Totals for Kassim Handyman Service, LLC: 2 invoice(s) listed.					\$4,110.00	\$0.00		\$4,110.00
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20763	Legal Services- Employment Issues Ending 04	\$1,330.00	\$0.00		\$1,330.00
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20764	Legal Services - JCRA v Crazy Greek- Ending	\$87.50	\$0.00		\$87.50
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20765	Legal Services - Crystal Point Restaurant & B	\$350.00	\$0.00		\$350.00
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20766	Legal Services - Loews Theatre matter	\$210.00	\$0.00		\$210.00
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20767	Legal Services - JCRA v JC Capital Fund	\$53.20	\$0.00		\$53.20
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20768	Legal Services - JCRA v Urban League- Endi	\$1,052.50	\$0.00		\$1,052.50
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20769	Legal Services - Insurance	\$875.00	\$0.00		\$875.00
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20770	Legal Services- 665 Ocean Ave. (Kevin Baskin	\$1,332.50	\$0.00		\$1,332.50
KINNEY LISOVICZ REILLY & WOLF	6/15/2021	5/6/2021	20772	Legal Services - 287 Pine Street	\$175.00	\$0.00		\$175.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 9 invoice(s) listed.					\$5,465.70	\$0.00		\$5,465.70
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180887	Legal Services - Loew's Theater	\$11,849.42	\$0.00		\$11,849.42
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180888	Legal Services- Berry Lane Park	\$3,602.50	\$0.00		\$3,602.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180889	Legal Services - 125 Monitor Street	\$30,301.88	\$0.00		\$30,301.88
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180890	Legal Services - Argent Venture/Johnson Vie	\$2,112.50	\$0.00		\$2,112.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180891	Legal Services - 25 Journal Square / Pathside	\$11,738.86	\$0.00		\$11,738.86
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180892	Legal Services - Argent- Mommouth	\$5,557.50	\$0.00		\$5,557.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180893	Legal Services - 8 Aetna matter	\$3,575.00	\$0.00		\$3,575.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180895	Legal Services- Brandyvine matter	\$2,817.50	\$0.00		\$2,817.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180896	Legal Services - Tonnelle Avenue	\$4,095.00	\$0.00		\$4,095.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180897	Legal Services - Nanddar- Homestead	\$5,349.50	\$0.00		\$5,349.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180898	Legal Services - Hampshire	\$3,867.50	\$0.00		\$3,867.50
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180899	Legal Services - Laurel/Saddlewood	\$7,914.70	\$0.00		\$7,914.70

Jersey City Redevelopment Agency

Cash Requirements Report

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MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180900	Legal Services - Newark Avenue	\$2,065.00	\$0.00		\$2,065.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180902	Legal Services - St. Lucy's	\$2,583.44	\$0.00		\$2,583.44
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180903	Legal Services - General Counsel	\$15,355.49	\$0.00		\$15,355.49
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180904	Legal Services - Liberty Harbor North Tranz-F	\$13,175.60	\$0.00		\$13,175.60
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180906	Legal Services - Cole Street Special Assesmer	\$3,944.01	\$0.00		\$3,944.01
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180907	Legal Services - 311 Washington Condos	\$2,908.36	\$0.00		\$2,908.36
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180909	Legal Services - One Grove Street	\$10,392.00	\$0.00		\$10,392.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180910	Legal Services - Commercial Street/JCM/UA m	\$6,790.00	\$0.00		\$6,790.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180911	Legal Services - Bayfront - Pennrose/Omni	\$14,917.00	\$0.00		\$14,917.00
MCMANIMON, SCOTLAND & BAU	6/15/2021	4/30/2021	180912	Legal Services - Bayfront - BRP Development	\$8,190.00	\$0.00		\$8,190.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 22 Invoice(s) listed.					\$173,102.76	\$0.00		\$173,102.76
METLIFE	6/15/2021	6/1/2021	July 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00		\$450.00
METLIFE	6/15/2021	6/1/2021	July 2021	Deferred Salary Per Pay Period Ending	\$450.00	\$0.00		\$450.00
Totals for METLIFE: 2 Invoice(s) listed.					\$900.00	\$0.00		\$900.00
NJ ADVANCE MEDIA, LLC	6/15/2021	4/30/2021	2717532	Legal Advertising	\$724.50	\$0.00		\$724.50
Totals for NJ ADVANCE MEDIA, LLC: 1 Invoice(s) listed.					\$724.50	\$0.00		\$724.50
NW FINANCIAL GROUP, LLC	6/15/2021	5/26/2021	May 2021	Financial Advisory - Pathside Project Note Se	\$15,000.00	\$0.00		\$15,000.00
Totals for NW FINANCIAL GROUP, LLC: 1 Invoice(s) listed.					\$15,000.00	\$0.00		\$15,000.00
OMA*AMO Architecture PC	6/15/2021	5/26/2021	SO1790	Jersey City Museum - Pathside Hours (Nov.20	\$44,748.00	\$0.00		\$44,748.00
Totals for OMA*AMO Architecture PC: 1 Invoice(s) listed.					\$44,748.00	\$0.00		\$44,748.00
Peter Waldor & Associates	6/15/2021	5/5/2021	27360	Property Insurance - Berry Lane Park	\$42,308.00	\$0.00		\$42,308.00
Peter Waldor & Associates	6/15/2021	5/18/2021	27333	Master GL Insurance Policy	\$192,258.00	\$0.00		\$192,258.00
Peter Waldor & Associates	6/15/2021	6/8/2021	27506	Property Insurance - 665 Ocean Avenue	\$13,921.25	\$0.00		\$13,921.25
Peter Waldor & Associates	6/15/2021	6/8/2021	27508	Property Insurance - 84 Sip Avenue	\$23,924.35	\$0.00		\$23,924.35

Jersey City Redevelopment Agency

Cash Requirements Report

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PITNEY BOWES CREDIT CORPORATIO								
PITNEY BOWES CREDIT CORPORAT	6/15/2021	5/10/2021	1018050154	Postage Machine Rental	\$126.00	\$0.00		\$126.00
Totals for PITNEY BOWES CREDIT CORPORATIO:					\$126.00	\$0.00		\$126.00
1 invoice(s) listed.								
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	6/15/2021	5/20/2021	21.0597.17	Environmental Services - 125 Monitor	\$5,752.50	\$0.00		\$5,752.50
POTOMAC-HUDSON ENVIRONMEN	6/15/2021	6/4/2021	21.0597.17	Environmental Services - 125 Monitor	\$2,630.00	\$0.00		\$2,630.00
Totals for POTOMAC-HUDSON ENVIRONMENTAL I:					\$8,382.50	\$0.00		\$8,382.50
2 invoice(s) listed.								
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$23.46	\$0.00		\$23.46
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$23.48	\$0.00		\$23.48
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/21/2021	75-202-754-18	Gas & Electric - 1 Berry Ln Flid HSE 2	\$90.73	\$0.00		\$90.73
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$445.05	\$0.00		\$445.05
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$340.05	\$0.00		\$340.05
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$113.46	\$0.00		\$113.46
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$25.60	\$0.00		\$25.60
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$40.64	\$0.00		\$40.64
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$52.63	\$0.00		\$52.63
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$48.83	\$0.00		\$48.83
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$57.97	\$0.00		\$57.97
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$32.67	\$0.00		\$32.67
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/20/2021	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$37.24	\$0.00		\$37.24
PUBLIC SERVICE ELECTRIC & GAS	6/15/2021	5/14/2021	42-497-031-18	Gas & Electric - 25 Journal Square	\$3,007.70	\$0.00		\$3,007.70
Totals for PUBLIC SERVICE ELECTRIC & GAS:					\$4,339.51	\$0.00		\$4,339.51
14 invoice(s) listed.								
RAMON PONCE								
RAMON PONCE	6/15/2021	5/16/2021	May 2021	Dental Reimbursement	\$900.00	\$0.00		\$900.00
RAMON PONCE	6/15/2021	5/13/2021	May 2021	Dental Reimbursement	\$77.81	\$0.00		\$77.81
RAMON PONCE	6/15/2021	6/2/2021	June 2021	Optical Reimbursement	\$94.89	\$0.00		\$94.89
Totals for RAMON PONCE:					\$1,072.70	\$0.00		\$1,072.70
3 invoice(s) listed.								
ROBERT NAPIORSKI								
ROBERT NAPIORSKI	6/15/2021	5/26/2021	May 2021	Reimbursement- 24/7 Locksmith Services 292 J	\$712.25	\$0.00		\$712.25
ROBERT NAPIORSKI	6/15/2021	6/1/2021	June 2021	Dental Reimbursement	\$566.66	\$0.00		\$566.66

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-1	Lawn Maintenance & Trash Removal- 185 Dm	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-2	Lawn Maintenance & Trash Removal- 204 St	\$265.00	\$0.00		\$265.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-3	Lawn Maintenance & Trash Removal- 284 MI	\$160.00	\$0.00		\$160.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-4	Lawn Maintenance & Trash Removal- 192 MI	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-5	Lawn Maintenance & Trash Removal- 314 MI	\$155.00	\$0.00		\$155.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-6	Lawn Maintenance & Trash Removal- 326-3	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-7	Lawn Maintenance & Trash Removal- 408-4	\$275.00	\$0.00		\$275.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-8	Lawn Maintenance & Trash Removal- 199 Wc	\$185.00	\$0.00		\$185.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-12	Lawn Maintenance & Trash Removal - Manil	\$600.00	\$0.00		\$600.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-13	Lawn Maintenance & Trash Removal - 550 J	\$355.00	\$0.00		\$355.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-14	Lawn Maintenance & Trash Removal - 84 Slip	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-15	Lawn Maintenance & Trash Removal - 80 Ba	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-18	Lawn Maintenance & Trash Removal - 336-3	\$205.00	\$0.00		\$205.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-20	Lawn Maintenance & Trash Removal - Johns	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-29	Lawn Maintenance & Trash Removal- 405-4	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-11	Lawn Maintenance & Trash Removal - 51 Cr	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-17	Lawn Maintenance & Trash Removal - 34-36 I	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-19	Lawn Maintenance & Trash Removal - 1054 C	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-21	Lawn Maintenance & Trash Removal - 574 Co	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	6/15/2021	5/28/2021	10002-22	Lawn Maintenance & Trash Removal - 558 C	\$275.00	\$0.00		\$275.00
Totals for Silagy Contracting, LLC.:					\$6,660.00	\$0.00		\$6,660.00
<i>23 invoice(s) listed.</i>								
T&M ASSOCIATES								
T&M ASSOCIATES	6/15/2021	5/16/2021	LAF405741	Engineering Services- Morris Greenway Coun	\$1,375.75	\$0.00		\$1,375.75
Totals for T&M ASSOCIATES:					\$1,375.75	\$0.00		\$1,375.75
<i>1 invoice(s) listed.</i>								
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	6/15/2021	5/16/2021	June 2021	Payment for Copier Lease - June	\$1,218.19	\$0.00		\$1,218.19
Totals for TOSHIBA FINANCIAL SERVICES:					\$1,218.19	\$0.00		\$1,218.19
<i>1 invoice(s) listed.</i>								
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	6/15/2021	5/20/2021	5799315	H/C Water dispenser & 5 gallon spring water	\$24.40	\$0.00		\$24.40

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	6/15/2021	5/30/2021	May 2021	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY:	\$4,791.67	\$0.00		\$4,791.67
				1 invoice(s) listed.				
VERIZON								
VERIZON	6/15/2021	5/23/2021	9880516575	Agency Cell Phone Bill -April 2021	\$185.12	\$0.00		\$185.12
				Totals for VERIZON:	\$185.12	\$0.00		\$185.12
				1 invoice(s) listed.				
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	6/15/2021	6/1/2021	220305657	Office Supplies	\$498.92	\$0.00		\$498.92
W. B. MASON CO., INC.	6/15/2021	5/20/2021	220340401	Office Supplies	\$86.22	\$0.00		\$86.22
W. B. MASON CO., INC.	6/15/2021	5/26/2021	220480556	Office Supplies	\$1,085.23	\$0.00		\$1,085.23
				Totals for W. B. MASON CO., INC.:	\$1,670.37	\$0.00		\$1,670.37
				3 invoice(s) listed.				
Wielkocz & Company, LLC.								
Wielkocz & Company, LLC.	6/15/2021	5/3/2021	21-00085-01404	CFO Services Rendered	\$7,500.00	\$0.00		\$7,500.00
Wielkocz & Company, LLC.	6/15/2021	6/1/2021	21-00085-01480	CFO Services Rendered	\$7,500.00	\$0.00		\$7,500.00
Wielkocz & Company, LLC.	6/15/2021	6/1/2021	21-00085-01487	CFO Services Rendered	\$800.00	\$0.00		\$800.00
Wielkocz & Company, LLC.	6/15/2021	6/1/2021	21-00085-01486	CFO Services Rendered	\$4,200.00	\$0.00		\$4,200.00
				Totals for Wielkocz & Company, LLC.:	\$20,000.00	\$0.00		\$20,000.00
				4 invoice(s) listed.				
XEROX CORPORATION								
XEROX CORPORATION	6/15/2021	6/1/2021	June 2021	Meter Usage / Printer	\$192.64	\$0.00		\$192.64
				Totals for XEROX CORPORATION:	\$192.64	\$0.00		\$192.64
				1 invoice(s) listed.				
GRAND TOTALS:					\$688,101.99	\$0.00		\$688,101.99

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: 6/15/2021 to 6/15/2021
Include all Post Statues
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	6/15/2021	5/14/2021	0280781	Engineering Services - Bayfront Redevelopment	\$23,569.03	\$0.00		\$23,569.03
CME ASSOCIATES	6/15/2021	5/27/2021	0281949	Engineering Services - Bayfront Redevelopment	\$27,418.50	\$0.00		\$27,418.50
				Totals for CME ASSOCIATES:	\$50,987.53	\$0.00		\$50,987.53
MATRIX NEW WORLD ENGINEERING PC								
MATRIX NEW WORLD ENGINEERING PC	6/15/2021	5/24/2021	30843	Bulkhead Consulting Svcs - Bayfront	\$2,250.00	\$0.00		\$2,250.00
				Totals for MATRIX NEW WORLD ENGINEERING PC:	\$2,250.00	\$0.00		\$2,250.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	6/15/2021	4/30/2021	180894	Legal Services - Bayfront/Honeywell	\$15,080.00	\$0.00		\$15,080.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$15,080.00	\$0.00		\$15,080.00
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	6/15/2021	3/31/2021	27772	Financial Advisory - Bayfront Redevelopment	\$1,035.00	\$0.00		\$1,035.00
NW FINANCIAL GROUP, LLC	6/15/2021	4/30/2021	27865	Financial Advisory - Bayfront Redevelopment	\$1,790.00	\$0.00		\$1,790.00
				Totals for NW FINANCIAL GROUP, LLC:	\$2,825.00	\$0.00		\$2,825.00
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMENTAL I	6/15/2021	5/7/2021	21,627.14	Environmental Services - Bayfront	\$8,674.99	\$0.00		\$8,674.99
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$8,674.99	\$0.00		\$8,674.99
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	6/15/2021	5/20/2021	PI# 002633	Study Area SA-6 North Proposed Block 6 (De	\$660.00	\$0.00		\$660.00
TREASURER - STATE OF NEW JER	6/15/2021	5/30/2021	PI# G000008710	Study Area 6 North Site 087 - JCIA Site (AOC	\$660.00	\$0.00		\$660.00
TREASURER - STATE OF NEW JER	6/15/2021	5/3/2021	PI# 745719	Study Area SA-6 South Side-Wide Historic Fi	\$660.00	\$0.00		\$660.00
TREASURER - STATE OF NEW JER	6/15/2021	5/6/2021	PI# G000008710	Study Area 6 North Sites 087 & 088 - JCIA Si	\$660.00	\$0.00		\$660.00
TREASURER - STATE OF NEW JER	6/15/2021	5/19/2021	PI# 014142	Study Area SA-6 North Site 88 JCIA-1B UST	\$770.00	\$0.00		\$770.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$3,410.00	\$0.00		\$3,410.00
GRAND TOTALS:					\$83,227.52	\$0.00		\$83,227.52

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: 6/15/2021 to 6/15/2021
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
DELTA STORAGE								
DELTA STORAGE	5/27/2021	5/27/2021	Unit #2 Initial Fee	10 x 30 Storage Unit - Rent/Insurance/One Tim	\$873.99	\$0.00		\$873.99
				Totals for DELTA STORAGE:	\$873.99	\$0.00		\$873.99
				1 invoice(s) listed.				
				GRAND TOTALS:	\$873.99	\$0.00		\$873.99

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates

Include all post dates

Include these due dates: Today (5/27/2021)

Include all Post Statuses

Include all invoices

Include all Vendors

Include these Banks: Provident Checking

Include all Invoice Attributes

Include all Vendor Attributes

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE PREPARATION, ADVERTISEMENT AND ISSUANCE OF
COMPETITIVE CONTRACTING FOR PROPERTY
MANAGEMENT AND SOCIAL SERVICES AT 51 CRESCENT
AVENUE WITHIN THE SCATTER SITE REDEVELOPMENT
AREA**

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

WHEREAS, the Agency is the owner of property located at 51 Crescent Avenue (the "**Development**") within the Scatter Site Redevelopment Area, more particularly described in the Scatter Site Redevelopment Plan (the "**Redevelopment Plan**"); and

WHEREAS, in furtherance of the goals and objectives of Redevelopment Law and Redevelopment Plan, the Agency requires property management and social services at the Development (the "**Property Management and Social Services**"); and

WHEREAS, the Agency desires to partner with a qualified for-profit or not-for-profit entity to provide the Property Management and Social Services by way of competitive contracting, specifically in the form of a Request for Proposals ("**RFP**"); and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.1 et seq.*, (the "**Local Public Contracts Law**") the Agency may use competitive contracting, including the issuance of an RFP, for the hiring of a for-profit or a not-for-profit entity incorporated under Title 15A of the New Jersey Statutes for the purpose of the operation, management or administration of social service facilities or programs as more particularly described in *N.J.S.A. 40A:11-4.1(b)(2)*; and

WHEREAS, in accordance with the Local Public Contracts Law, the contract for the Property Management and Social Services will be awarded to that entity submitting a proposal that, when evaluated, most successfully meets the stated criteria depicted within the RFP; and

WHEREAS, notice of availability of the RFP shall be published in the official newspaper of the Agency at least twenty (20) days prior to the date established for the submission of proposals pursuant to *N.J.S.A. 40A:11-4.5(a)*; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-4.3*, the Agency is required to pass a formal resolution authorizing issuance of the RFP,

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 preparation, advertising and issuance of a Competitive Contracting for Property Management and Social Services under the competitive contracting process defined in *N.J.S.A. 40A:11-4.1 et seq.* at the Development site located at 51 Crescent Avenue in the Scatter Site Redevelopment Area.

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

Section 4. This resolution shall take effect immediately.

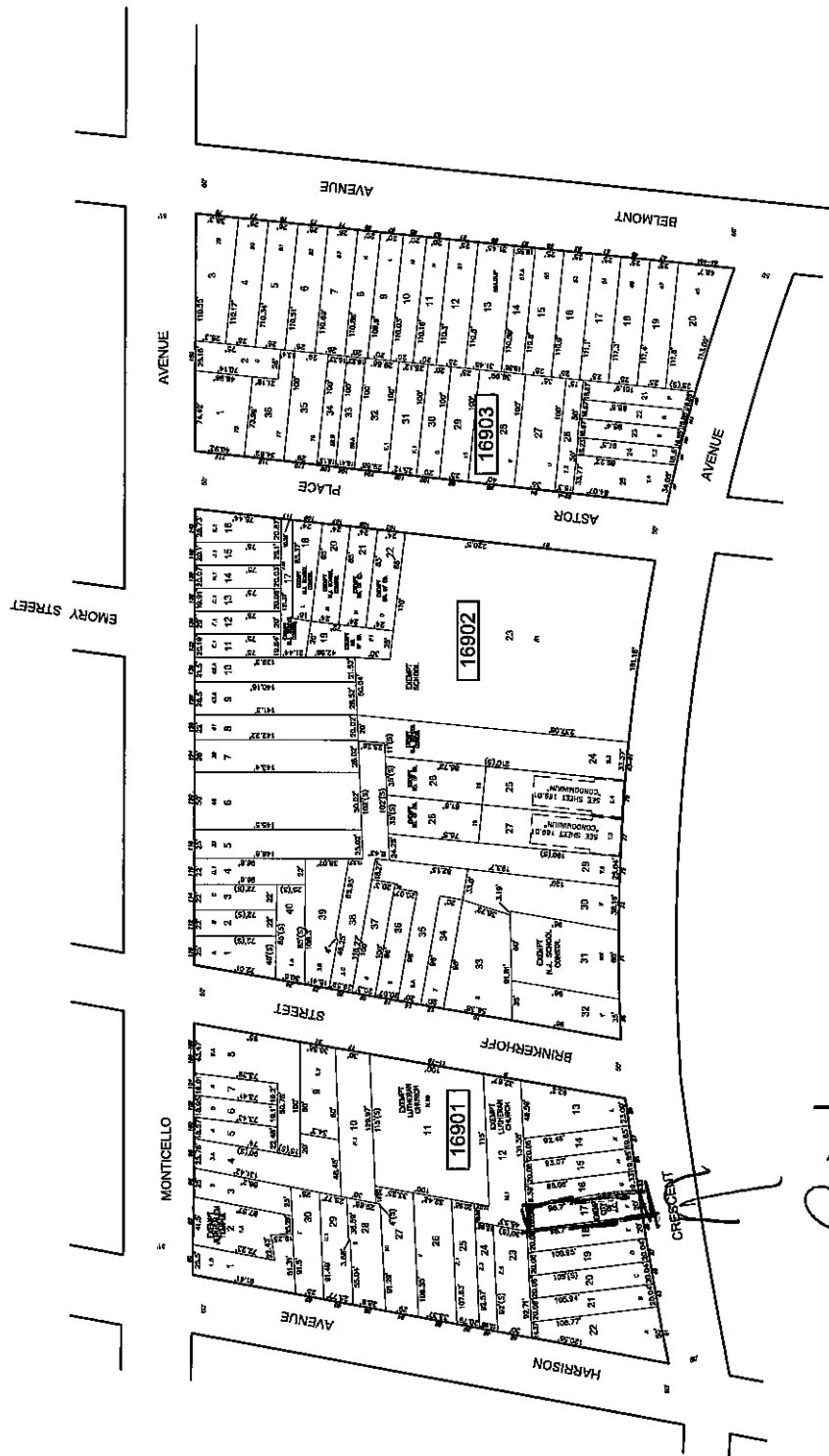

Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of June 15, 2019.

<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 Farmer	✓			
Erma D. Greene				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

SEE SHEET 167

SEE SHEET 186



Site

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

TAX MAP

CITY OF JERSEY CITY

SON COUNTY, NEW JERSEY
 SALE 1st 50th AUGUST, 2008

SCALE 1"=5' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.

T & M ASSOCIATES
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP

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 170

HEB - COM 246A27873300