

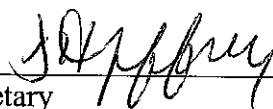
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING GOING INTO EXECUTIVE SESSION TO
DISCUSS CERTAIN MATTERS**

WHEREAS, there are certain matters that need to be discussed by the Board of Commissioners of the Jersey City Redevelopment Agency in Executive Session; and

WHEREAS, the matters to be discussed are : litigation, contract negotiations and personnel matters; and

WHEREAS, the results will be disclosed to the public upon settlement of any litigation matters which were discussed.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency approving the Commissioners go into Executive Session to discuss certain matters including pending or potential litigation as well as personnel matters.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated September 17, 2021

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF THE REGULAR REMOTE
PUBLIC MEETING OF AUGUST 17, 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 September 21, 2021

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE SESSION OF
THE REGULAR REMOTE PUBLIC MEETING AUGUST 17,
2021**

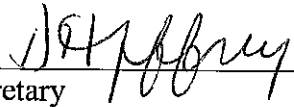
WHEREAS, the Board of Commissioners approved going into closed session at their meeting of August 17, 2021; and

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 August 17, 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 September 21, 2021

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING FIRM(S) TOPOLOGY NJ, LLC, HEYER GRUEL & ASSOCIATES, PA, CME ASSOCIATES, BRS INC (WMBE), T&M ASSOCIATES, H2M ASSOCIATES INC. TO PROVIDE PROFESSIONAL PLANNING SERVICES IN ALL PROJECT AREAS

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires professional planning services from time to time, including but not limited to studying properties for determination of need for redevelopment, preparing redevelopment plans, technical consultation, and other planning services as further described in the RFQ (as defined below) (collectively, the “**Planning Services**”); and

WHEREAS, pursuant to *N.J.S.A. 19:44A-20.4 et seq.*, the Pay-to-Play Law, on August 20, 2021 the Agency issued a Request for Qualifications for Professional Planning Services, a copy of which is on file with the Agency (“**RFQ**”); and

WHEREAS, the Agency received six (6) qualification statements in response to the RFQ, which were reviewed and evaluated by the Agency; and

WHEREAS, the Agency desires to approve a qualified pool of professional planners, to include the following firms:

- Topology NJ, LLC
- Heyer, Gruel & Associates, PA
- CME Associates
- BRS, Inc.
- T&M Associates
- H2M Associates, Inc.

WHEREAS, the Agency hereby certifies that funds are or will be available for the purpose of obtaining the Planning Services; and

WHEREAS, the qualification term will commence on October 1, 2021 and expire on September 30, 2022; and

WHEREAS, Board of Commissioners may award a contract(s) for the Auditing Services at any time within the qualification term according to the scope and amount as shall be defined in subsequent authorization to enter into professional services agreement(s) adopted by the Board of Commissioners.

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

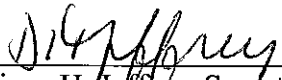
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The above-listed firms are hereby approved and qualified for one (1) year from October 1, 2021, through September 30, 2022, to provide the Planning Services subject to subsequent authorization by the Board of Commissioners, if and as needed and to enter into professional services agreement(s) with the Agency to provide Planning Services as identified in the RFQ.

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, in consultation with counsel, and to take all other actions necessary to effectuate this Resolution.

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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
THIRTY (30) DAY EXTENSION FOR CONTRACT NO. 19-11-PO17
WITH SILAGY CONTRACTING, LLC FOR MAINTENANCE OF
AGENCY-OWNED PROPERTIES WITHIN ALL PROJECT AREAS**

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Jersey City Redevelopment Agency (the “Agency”) owns various properties throughout the City of Jersey City; and

WHEREAS, in order to properly maintain such properties, the Agency requires lot clean-up services and maintenance services, including but not limited to cutting grass, clearing the property of all garbage, litter, and debris and properly disposing of same (the “Services”); and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, Silagy Contracting, LLC (the “Contractor”) was the lowest responsible bidder in response to the Agency’s Request for Bids for the Services (the “RFB”) issued in 2019; and

WHEREAS, pursuant to Resolution No. 19-09-04 adopted on September 24, 2019, as clarified by Resolution No. 19-11-19 adopted on November 18, 2019, and in accordance with the Agency’s bid specifications, the Board of Commissioners of the Agency awarded and the parties entered into Contract No. 19-11-PO17 for maintenance of the properties indicated in the Agency’s RFB, as amended by that certain Change Order No. 1 dated August 19, 2020, and further amended Resolution No. 20-09-7 adopted on September 15, 2020 (as amended, the “Contract”); and

WHEREAS, the Contract is set to expire on September 30, 2021 (the “Contract Expiration Date”); and

WHEREAS, the Agency requires a thirty (30) day extension of the Contract, which extension period shall commence immediately following the Contract Expiration Date (the “Contract Extension”), pending solicitation of bids for a new contract for the Services, which bid is anticipated to be awarded on October 19, 2021; and

WHEREAS, the Contract Extension shall be payable in accordance with the rates set forth in the Contract up to an amount not to exceed Thirteen Thousand Three Hundred and Twenty Dollars (\$13,320.00); and

WHEREAS, except as otherwise set forth herein, the terms and conditions of the Contract shall remain substantially the same; and

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

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 finds that the Contractor has performed the Services in an effective and efficient manner during the initial term of the Contract.

Section 3. The Board of Commissioners hereby authorizes a thirty (30) day extension of the Contract to commence immediately following the Contract Expiration Date, pending solicitation of bids for a new contract for the Services and payable in accordance with the rates set forth in the Contract up to an amount not to exceed Thirteen Thousand Three Hundred and Twenty Dollars (\$13,320.00).

Section 4. 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 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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF BRP DEVELOPMENT GROUP AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED SUBLOTS 25 AND 31 (FORMERLY 15 AND 21) A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018, the City 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 of the Redevelopment Area; and

WHEREAS, Phase I of the Bayfront redevelopment 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 the 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, on June 16, 2020, the Agency adopted Resolution No. 20-06-03 conditionally designating BRP Development Group (the “**Redeveloper**”) as the developer for a portion of the Phase I Development Area, proposed sublots 25 and 31 (formerly known as 15 and 21, respectively) (the “**Project Site**”), which designation was subsequently extended on March 16, 2021 by Resolution No. 21-03-04; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Project Site until December 31, 2021, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Project Site,

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

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

Section 2. The designation as redeveloper of the Project Site previously granted to Redeveloper is hereby extended until December 31, 2021, which date may be extended by the

Executive Director in her sole discretion for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Project Site.

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

Section 4. This Resolution shall take effect immediately.

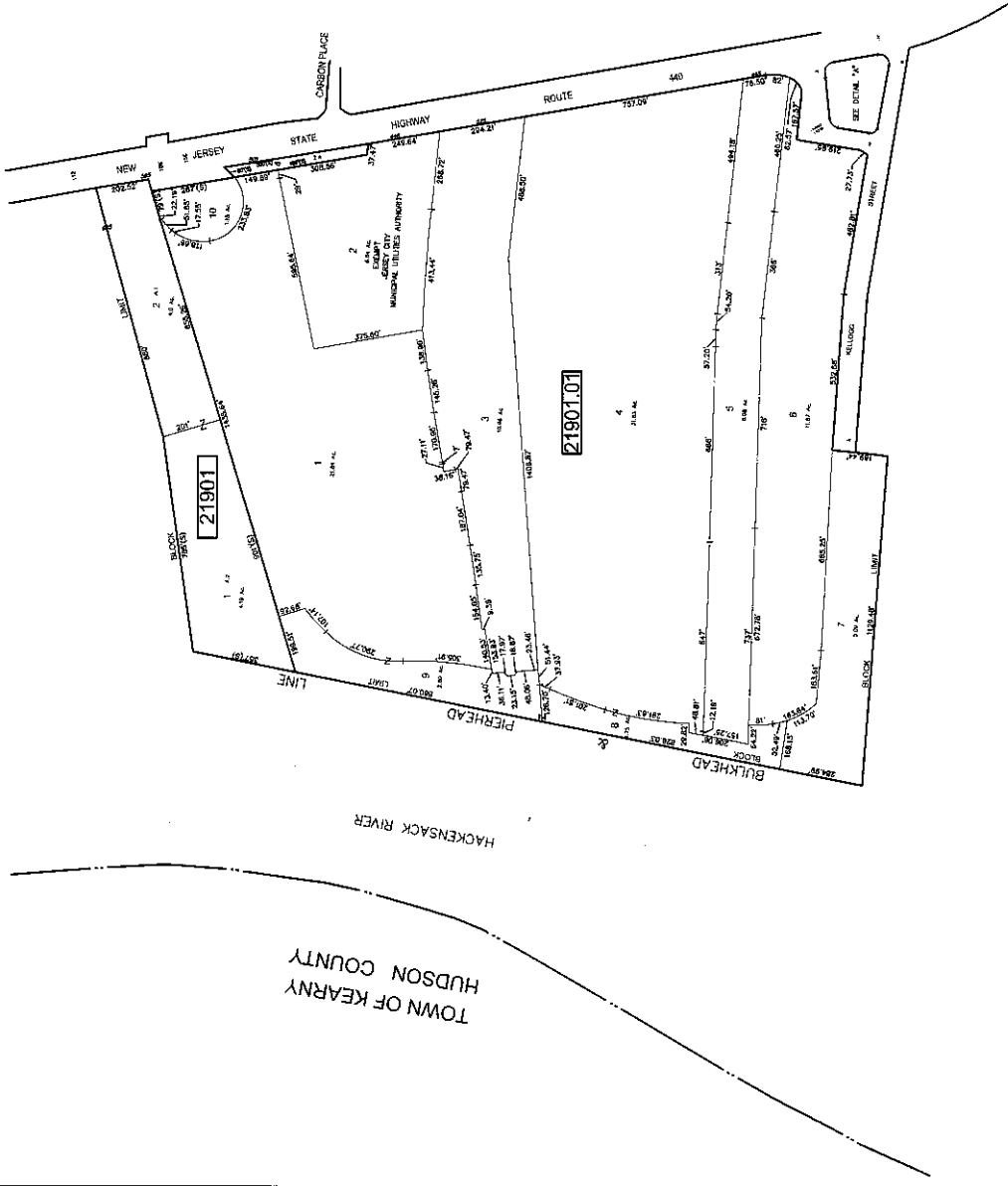
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 2021.


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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

REVISIONS			
DATE	BY	DESCRIPTION	LOT
02/25/01	CHARLES A. MORALLE	3/3/04	

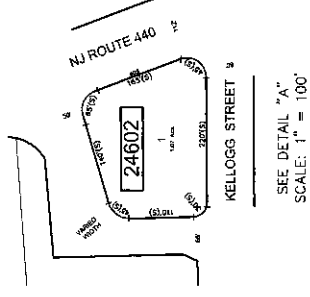
SEE SHEET 160



SEE SHEET 261

SEE SHEET 220

SEE SHEET 219.01



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

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 200'
AUGUST 1, 2006

RICHARD A. MORALLE, P.E., P.L.S.
T.A.M. ASSOCIATES
11 TINDALL ROAD
NEW JERSEY, 07148

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY 7, 2009 SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 659

ASR - CD#2602797.000

Discharge Certificate Issued
By the Principal by 30

聖

CENTRAL STREET (4.4' WIDE FEEDING)

CENTRAL AVE

PHASE 15

● 中国书画函授大学肇庆分校

STANFORD

36

Index

CATERPILLAR WIDE BODY

PARCEL 21

PARCEL 22

P10

PARCEL 16

5170 BLVD E

SEAN O'NEILL

SOCIETY HILL

HOME MARKETS

PAGE 23

உள்ளேயே இருக்கிறேன். இப்போது
உள்ளேயே இருக்கிறேன். இப்போது

LOS MEXICANA

**Bayfront Boundary
Phase 1 Boundary
Property Boundary**

100% OFFERED

Сделано в Китае

CELEBRATIONS

100

TABLE 2-2000

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A SIX (6) MONTH EXTENSION OF
CONTRACT NO. 18-11-MPN7 WITH PERKINS EASTMAN,
DPC FOR PROFESSIONAL ARCHITECTURAL SERVICES
WITH RESPECT TO THE BAYFRONT I
REDEVELOPMENT AREA**

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

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

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

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

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

WHEREAS, on April 20, 2021, by Resolution No. 21-04-6, the Agency reauthorized the Contract with Perkins for a period of six (6) months to provide the architectural services as set forth in the Proposal, which includes ongoing implementation support with respect to the Plan, for a total contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for a term of six (6) months, for a total Contract amount not to exceed Sixty Thousand Dollars (\$60,000.00) to be paid in accordance with the rates set forth in the Proposal (the “**Reauthorized Contract**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:11-3(b)*, contracts for professional services may be awarded for a period not exceeding twelve (12) consecutive months; and

WHEREAS, the Reauthorized Contract is set to expire on October 20, 2021, which date marks six (6) months from the effective date of the Reauthorized Contract; and

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

WHEREAS, the Agency desires to extend the Reauthorized Contract for an additional six (6) months, which extension period shall commence immediately following the expiry of the Reauthorized Contract and shall expire on April 20, 2022, and to memorialize such extension in a First Amendment to the Reauthorized Contract; and

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

WHEREAS, except as expressly set forth herein, all other terms and conditions of the Reauthorized Contract, including but not limited to the contract amount not to exceed \$60,000.00, shall remain unchanged and in full force and effect,

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

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

Section 2. The Board of Commissioners hereby approves the extension of Contract No. 18-11-MPN7 for the continued performance of the architectural services as set forth in the Proposal for an additional six (6) months, payable in accordance with the Reauthorized Contract and the Proposal.

Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute and deliver a First Amendment to the Reauthorized Contract to memorialize the extension authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any and all other documents and to take or refrain from taking all actions as deemed necessary to effectuate this resolution, in consultation with counsel.

Section 5. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

September 10, 2021

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

Re: **Bayfront Revision to the Redevelopment Plan**
Proposal to extend Bayfront 1 Ongoing Implementation Services Contract

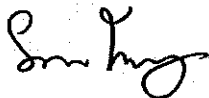
Dear Chris,

Following up on your message of September 3rd, we are proposing to extend our contract dated April 21, 2021 for Ongoing Implementation Support (attached) for an additional six months. The services anticipated under this contract included services to support the JCRA in the implementation of Bayfront Phase I. These tasks were primarily involving support in responding to and reviewing work by others that would impact the implementation of the Bayfront Master Plan, including:

- technical support, and participation in meetings with City and State agencies; technical coordination, and participation in meetings with Honeywell, Glenn Stock, the landscape architect, etc.;
- review of Phase I architectural drawings; support in the development of the Phase I park; and presentations to the Advisory Committee and other stakeholders as needed.

These services were intended to be provided on an 'as needed' basis, so JCRA would pay only for services required. Our original proposal was budgeted to provide these services for a six month period. Realizing the variable nature and timing of the matters outlined in the proposal we have endeavored to conserve our budget and limit the time expended to the minimum needed to support the JCRA as needed. As such, to date we have expended \$11,001.50 of the \$60,000 contract amount to date. Because we anticipate the implementation matters outlined above to continue into the foreseeable future, we propose to keep our billing on a timecard basis per the rate chart originally attached to the contract to a maximum of \$60,000. Please let me know if you have any questions or need further information. Your signature on the line below will serve at the bottom of this page will serve as authorization to proceed.

Sincerely,



Eric C.Y. Fang AIA, AICP, LEED AP
Principal

AGREED TO AND ACCEPTED BY:

Mr. Chris Fiore
Jersey City Redevelopment Agency

Date

cc: Victoria Bonners

Perkins Eastman
Architects DPC

115 Fifth Avenue
New York, NY 10003
+1.212.353.7200

PERKINSEASTMAN.COM

Boston
Charlotte
Chicago
Costa Mesa
Dallas
Dubai
Guayaquil
Los Angeles
Mumbai
New York
Oakland
Pittsburgh
San Francisco
Shanghai
Stamford
Toronto
Washington DC

REAUTHORIZED AND EXTENDED
PROFESSIONAL SERVICES CONTRACT NO. 18-11-MPN7

THIS REAUTHORIZED AND EXTENDED PROFESSIONAL SERVICES CONTRACT NO. 18-11-MPN7 (the "Contract"), entered into as of this 21st day of April, 2021 (the "Effective Date"), by and between the JERSEY CITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Agency"), and PERKINS EASTMAN ARCHITECTS, DPC, with offices at 115 Fifth Avenue, New York, New York 10003 ("Perkins" or the "Consultant") (Perkins and the Agency, collectively, the "Parties", and each individually, a "Party").

W I T N E S S E T H :

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

WHEREAS, the City purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the "Redevelopment Area"); and

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

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Bayfront I Redevelopment Plan (the "Plan") and the Cooperation Agreement, the Agency requires professional architectural design and implementation services (the "Services") from time to time; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the "LPCL"), the Agency and Perkins entered into Contract No. 18-11-MPN7 to provide the Services; and

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

WHEREAS, under *N.J.S.A. 40A:11-5(1)(a)(i)* of the LPCL, contracts for which the subject matter consists of professional services may be awarded without competitive bidding; and

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

WHEREAS, Perkins submitted that certain updated Proposal, attached hereto as Exhibit A (the "Proposal"), describing the ongoing developments with respect to the Plan, Perkins' completion of the primary objectives for the Master Planning phase, and setting forth the services it proposes to provide in order to support ongoing implementation of the Plan; and

WHEREAS, by Resolution No. 21-04-6, attached hereto as Exhibit B, dated April 20, 2021, the Agency's Board of Commissioners reauthorized and extended Contract No. 18-11-MPN7 with Perkins to provide the Services, which includes ongoing implementation support; and

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

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

NOW, THEREFORE, the Agency and Perkins, for the consideration and under the conditions hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, do agree as follows:

SECTION 1 – PURPOSE OF CONTRACT

The purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with Perkins' continued performance of the Services for the redevelopment of the Redevelopment Area.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

- A. Perkins shall perform the Services as outlined in the Proposal.
- B. Performance of the Services shall not be materially different from or more or less extensive than those specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and Perkins in accordance with the procedure set forth in Section 3(b) herein.
- C. In performing the Services, Perkins shall operate as and have the status of an independent contractor, and shall not act as an agent or employee of the Agency. As an independent contractor, Perkins shall be solely responsible for determining the means and methods of performing the Services.
- D. Perkins shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
- E. Perkins shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

F. Perkins shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.

G. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to Perkins for the performance of the Services shall be Ten Thousand Dollars (\$10,000.00) per month for a term of six (6) months, for a total Contract amount not to exceed Sixty Thousand Dollars (\$60,000.00). Such compensation shall include all labor, overhead costs, and basic support services incurred by Perkins. The Agency will not reimburse Perkins for costs deemed by the Agency to be part of Perkins' labor costs, overhead costs and/or basic support services.

B. Prior to engaging in work that may expand the scope of the Services, Perkins shall submit to the Agency, in writing, a request to expand the scope of the Services, detailing the nature of the work, the cost of performing such work, and the need for the expanded scope of Services. Perkins shall not proceed with any work that expands the scope of the Services without obtaining the prior, written consent of the Agency. Any modifications of the Services which would result in increasing the compensation owed by the Agency to Perkins as set forth in Section 3(A) shall require the prior authorization of the Agency's Board of Commissioners, and shall in all cases be conditioned upon the availability of funds.

C. Perkins shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. Perkins understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. Perkins shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by Perkins for all Services required hereunder.

- i. **Commercial General Liability Coverage.** Perkins shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of general liability insurance insuring against any and all liability arising out of Perkins' non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

- ii. **Professional Liability Insurance.** Perkins shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.
- iii. **Workers' Compensation Insurance.** Perkins shall, at its own cost and expense, obtain and keep in force during the term of the Contract, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of Perkins with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize Perkins as its employee and will not be responsible for any workers' compensation claims filed against Perkins. Perkins shall have no status relative to the Agency other than that of independent contractor.

- iv. **Automobile Liability Coverage.** Perkins shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability.

B. The following riders shall be made a part of the policies described above:

- i. All certificates shall name the Agency and the City of Jersey City as additional insured, with the exception of the workers' compensation/employer's liability and professional liability policies, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed.
- ii. The presence of employees of the Agency on the site where the Services will be performed shall not invalidate the policy of insurance.
- iii. The policies shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by Perkins or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to Perkins and to the Agency.

C. Before commencing work hereunder, Perkins shall furnish the Agency with all certificates of such insurance as required by this Contract.

D. Perkins agrees to procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of

New Jersey, and rated A or better in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTION 5 – TERMINATION

- A. The Agency reserves the right to terminate this Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to Perkins of such termination and specifying the effective date therefor. In such case, Perkins shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.
- B. If this Contract is terminated by the Agency pursuant to this Section 5, Perkins shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Services covered by this Contract, less payments of compensation previously made.
- C. If the Agency terminates this Contract due to the fault of Perkins, all finished or unfinished documents, data, studies, and reports prepared by Perkins under this Contract shall, at the option of the Agency, become the Agency's property, and Perkins shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Perkins shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by Perkins, and the Agency may withhold any payments to Perkins for the purpose of setoff until such time as the exact amount of damages due the Agency from Perkins is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication; the Parties shall discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this Contract shall be brought either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 – INDEMNITY

Perkins shall be liable to, and hereby agrees to indemnify, defend (except with respect to claims of professional negligence), save and hold harmless the Agency and the City of Jersey City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property

damage, bodily injury, or death, to the extent resulting from any negligent act, error, omission, or willful misconduct of Perkins, or its officers, employees, contractors or agents, in the performance of this Contract.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate six (6) months after the Effective Date, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to Perkins based on its merits and abilities to provide the professional Services described herein and in accordance with applicable law. Perkins shall comply with the provisions of the City of Jersey City's Pay-to-Play Reform Ordinances, including Ordinance No. 08-128 and Ordinance No. 09-096, attached hereto as Exhibit C, as may be applicable.

SECTION 10 – ADDITIONAL TERMS AND CONDITIONS

This Contract is subject to and incorporates the provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, with pertinent provisions attached hereto as Exhibit D, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, *N.J.S.A. 10:2-1* through *N.J.S.A. 10:2-4*, with all amendments thereto, attached hereto as Exhibit E.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Services, Perkins may gain access to nonpublic and confidential information. The Agency requires Perkins to maintain the confidentiality of such information both during and after the course of Perkins' work with the Agency. Perkins shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – ENTIRE CONTRACT

This Contract and all exhibits attached hereto constitute the entire agreement between the Agency and Perkins with respect to the subject matter hereof. This Contract supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 13 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Contract are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile and/or scanned documents having the same legal effect as original signatures.

SECTION 15 – NOTICES

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses above set forth, or such other address which may be designated in writing.

SECTION 16 – CONFLICTS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract shall control.

SECTION 17 – APPLICABLE LAW

Perkins acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This Contract shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and Perkins have entered into this Contract as of the Effective Date.

WITNESS

PERKINS EASTMAN ARCHITECTS, DPC

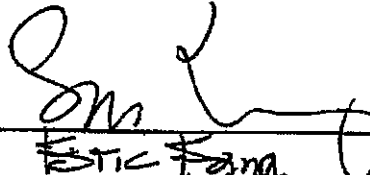


Marissa Alvidrez
Notary Public, State of New York
Registration No. 01AL6397652
Qualified in New York County
Commission Expires September 8, 2023

By: _____

Name: _____

Title: _____


Eric Fong
Principal

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY



By: _____

Diana Jeffrey
Executive Director

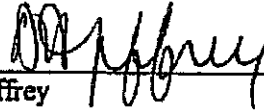


EXHIBIT A

PROPOSAL DATED MARCH 29, 2021

PERKINS — EASTMAN

March 29, 2021

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

Re: Bayfront Redevelopment
Proposal for Ongoing Implementation Support

Dear Chris,

With the anticipated approval of the Bayfront Master Plan and Redevelopment Plan at the 2/9/21 City Council Hearing, the Perkins Eastman Team has completed JCRA's primary objectives for the Master Planning phase. JCRA is now anticipating work with the Phase I developers in starting design and pre-construction activities and continuing to advance parallel public projects that need State action and support such as the light rail, Route 440, schools and other public facilities.

Perkins Eastman
Architects PC

In order to continue supporting ongoing implementation, we propose providing ongoing implementation support services including:

PERKINSEASTMAN.COM

- technical support, and participation in meetings with City and State agencies (including the Board of Education, MUA, JC City Planning, JCDOT, NJT, NUDOT, etc.);
- technical coordination, and participation in meetings with Honeywell, Langan, Glenn Stock, the landscape architect and sustainability consultant, etc.;
- review of Phase I architectural drawings and support on the Phase I park; and
- presentations to the Advisory Committee and other stakeholders as needed.

Because of the variable nature of the coordination and regulatory issues to address, and undetermined number of meetings, we propose to invoice on a timecard basis to a maximum of \$10,000/month per the rate chart attached. We anticipate these services extending for six months.

We are delighted to have the opportunity to continue work with you on this exciting project. Your signature on the line below will serve at the bottom of this page will serve as authorization to proceed. Please call me should you have any questions or need any further information.

Sincerely,

Eric C.Y. Pang AIA, AICP, LEED AP
Principal

AGREED TO AND ACCEPTED BY:

Mr. Chris Fiore
Jersey City Redevelopment Agency

Date

cc: Sanjeevane Vidwans

PERKINS — EASTMAN

Hourly Billing Rates

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

EXHIBIT B

RESOLUTION 21-04-6

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND EXTENDING CONTRACT NO. 18-11-MPN7 WITH PERKINS EASTMAN FOR ARCHITECTURAL SERVICES WITH RESPECT TO THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, the City purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the "Redevelopment Area"); and

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

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

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

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

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

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

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

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

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

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

Section 2. The Board of Commissioners hereby reauthorizes and extends Contract No.18-11-MPN7 for the continued performance of certain the architectural services as set forth in the Proposal for a total contract amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for a term of six (6) months, in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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

Section 4. This resolution shall take effect immediately.

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


Diana H. Jeffrey, Secretary

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	✓			

EXHIBIT C

**CITY OF JERSEY CITY
PAY-TO-PLAY ORDINANCE 08-128**

PART I - Vendor Affirmation

PART II - Signature and Attestation:

(Print name & title of affiant) (Corporate Seal)

0 TWO DOCUMENTS Pay to Play Pay to Play Certificates following Crt 24-128.wpd

EXHIBIT D

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.* are incorporated herein, including but not limited to the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting for the provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

2. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

3. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

4. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

5. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of *N.J.S.A. 10:2-1 et seq.* are incorporated herein:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF AN ACCESS AGREEMENT WITH COMMUNIPAW DEVELOPMENT, LLC, WITH RESPECT TO BLOCK 18602, LOT 8, COMMONLY KNOWN AS 558 COMMUNIPAW AVENUE, WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City designated that certain area known as the Jackson Hill Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment and enacted the Jackson Hill Redevelopment Plan (as amended and supplemented from time to time, the "**Redevelopment Plan**") to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Agency owns the real property commonly known as 558 Communipaw Avenue and designated as Block 18602, Lot 8 on the tax maps of the City (the "**Property**"); and

WHEREAS, Communipaw Development, LLC ("**Communipaw Development**") is the owner of the real property commonly known as 563 Communipaw Avenue and designated as Block 18603, Lot 17.01 on the tax maps of the City, which property is located across Communipaw Avenue from the Property; and

WHEREAS, Communipaw Development is conducting an investigation of certain environmental contamination located on, beneath or migrating from its property; and

WHEREAS, Communipaw Development has requested access to the Property to determine if contamination is migrating from its property onto the Property; and

WHEREAS, Communipaw Development proposes to enter the Property to install one (1) groundwater monitoring well and to conduct quarterly sampling of groundwater in order to fulfill its remediation obligation; and

WHEREAS, the Agency now wishes to authorize the execution of an access agreement (the "**Access Agreement**") to grant Communipaw Development access to the Property solely for the purpose of conducting its investigation and for no other purpose, subject to the terms and conditions described in the Access Agreement,

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

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

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

Section 3. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

[illegible][illegible]

SEE SHEET 196

SEE SHEET 169

SEE SHEET 187

SEE SHEET 188

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.S.
T & M ASSOCIATES
11 TINSALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

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

ARM - COA124CA2797530D

ARM - COA124CA2797530D

ACCESS AGREEMENT

THIS ACCESS AGREEMENT ("**Agreement**") is made as of the last date of execution below (the "**Effective Date**") by and between the **JERSEY CITY REDEVELOPMENT AGENCY** (the "**Agency**"), a body corporate and politic of the State of New Jersey, having its offices at 4 Jackson Square, Jersey City, New Jersey 07305, and **COMMUNIPAW DEVELOPMENT LLC**, a New York limited liability company, having its offices at 5 Beech Lane, Kings Point, New York 10024 ("**Communipaw Dev.**" and, collectively with the Agency, the "**Parties**", each individually a "**Party**").

A. **WHEREAS** The Agency owns the real property known as 558 Communipaw Avenue and designated as Block [], Lot [] on the tax maps of the City of Jersey City (the "**Property**"); and

B. **WHEREAS** Communipaw Dev. is the owner of the real property known as [address] and designated as Block [], Lot [] on the City of Jersey City, which property is located across Communipaw Avenue from the Property; and

C. **WHEREAS** Communipaw Dev. is conducting an investigation of certain environmental contamination located on, beneath or migrating from its property; and

D. **WHEREAS** Communipaw Dev. has requested the right to access the Property to determine if contamination is migrating from its property onto the Property; and

WHEREAS the Agency is willing to grant Communipaw Dev. access to the Property solely for the purpose of conducting its investigation and for no other purpose, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as set forth below.

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

2. Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings provided below:

"Environmental Laws" shall mean all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental authority, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of

conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 41 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the “Spill Act”), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act (“ISRA”), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act (“SWMA”), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et. seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental authority.

“**Hazardous Materials**” shall mean (a) those substances included within the definition of any one or more of the terms “hazardous materials,” “hazardous wastes,” “hazardous substances,” “industrial wastes” and “toxic pollutants,” as such terms are defined under the Environmental Laws or any definitions in any comparable state laws, (b) any “hazardous substance” as now or hereafter defined in §101(14) of CERCLA, or any regulations promulgated under CERCLA; (c) any “hazardous waste” as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (iii) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (d) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (e) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (f) natural gas, synthetic gas and any mixtures thereof, (g) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (h) polychlorinated biphenyl (“PCBs”) or PBC-containing materials or fluids, (i) radon, (j) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (k) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation and that may need to be investigated, monitored, or remediated if present on, under or migrating from the Property pursuant to environmental laws.

3. Permission to Enter Upon Property. Communipaw Dev. along with its agents, representatives, employees, contractors, or consultants (collectively, the “**Entrants**”) shall have the right access to the Property during the term of this Agreement during normal business hours (9:00AM to 5:00PM) solely for the purpose of installing one (1) groundwater monitoring well at

the location identified on **Schedule A** hereto and for the quarterly sampling of groundwater from same well (collectively “**Work**”). **Laboratory analysis of groundwater samples collected pursuant to this Agreement shall be limited to the following Hazardous Materials: benzene, lead, and total volatile organic compounds (VOCs) tentatively identified compounds (TICs).** All access to the Property by Entrants shall be conditioned upon providing the Agency with a least five (5) business day’s notice prior to the date and time of entry, which notice shall include (i) the date and time the Entrants intend to enter the Property; (ii) the identity of all persons and entities expected to enter the Property; (iii) the specific activity to be undertaken; (iv) the impacted location within the Property; and (v) the expected duration of the entry. The Access provided by this Agreement does not create any interest in title or right of possession of the Property, or any rights as a tenant by Entrants. The Agency may cause the Entrants to cease any activity at the Property if such activity is not conducted in accordance with this Agreement or Environmental Laws upon giving oral notice (a “**Stop Notice**”) to Communipaw Dev. The Agency shall provide Communipaw Dev. with written explanation of the basis for any Stop Notice within two (2) business days after giving the Stop Notice. The Agency shall have the right to, but is not obligated to, have representatives present during each such access to the Property to observe all Communipaw Dev.’s Work and any activities related thereto. The Agency reserves the right to collect its owns samples from the groundwater monitoring well at any time and to collect split samples during any sampling event conducted by Communipaw Dev. **Prior to its initial entry onto the Property, Communipaw Dev. shall make a one-time, non-refundable payment of five thousand dollars (\$5,000.00) to the Agency’s counsel (McManimon Scotland & Baumann, LLC, 75 Livingston Ave., 2nd Floor, Roseland, New Jersey, 07068), payable to “MSB Attorney Trust Account”, identified as “Professional Fees”, to cover all attorneys’ or consultants’ fees or other expenses of any kind incurred by the Agency relating to this Agreement, the oversight of the Work, and/or review of any Reporting (as defined in Section 5).**

4. Term. This Agreement shall commence on the Effective Date and shall terminate twelve (12) months thereafter, unless terminated by the Agency on an earlier date in accordance with Section 13 of this Agreement (the “**Term**”); provided however that the Term of the Agreement may be extended upon the written consent of the Agency.

5. Reporting. Communipaw Dev. shall provide the Agency with electronic copies of any data, reports or other correspondence obtained or generated by or on behalf of Communipaw Dev. during the Work (collectively “**Reporting**”) performed pursuant to this Agreement within two (2) days of its with its finalization and delivery to Communipaw Dev..

6. Performance. Entrants shall conduct all activities on the Property in a workmanlike manner. Entrants shall not cause any release, spill, leak, or discharge of any Hazardous Material on the Property or cause any permanent damage to the Property. Entrants shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of their respective professions, as applicable, performing the kind of activities being performed hereunder and practicing in the same or similar locality during the same general period of time. While on the Property, Entrants shall take necessary precautions for the safety of their officers, employees, contractors and agents. All Entrants shall comply with all applicable Environmental Laws and other federal, state, county and local applicable statutes, laws, regulations, ordinances, rules,

orders, permits or guidance documents in performing hereunder and shall comply with any directions of governmental agencies relating to safety, security, traffic or other like matters. The groundwater monitoring well installed pursuant to this Agreement shall be permanent, flush-mounted, with a well cover.

7. Hazardous Materials; Property Condition. In no event shall Entrants bring any hazardous, toxic or contaminated materials or substances on the Property, including, without limitation, any Hazardous Materials. Entrants shall take reasonable precautions to minimize damage to the Property while performing the Work. Entrants shall restore the Property to as close to its condition existing at the time Work began as is possible, normal wear and tear excepted. Entrants, at their own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for the Work, including obtaining applicable permits and obtaining a mark-out of all utilities at the Property, including but not limited to public and private subsurface utilities, prior to the commencement of any Work. Entrants shall be fully responsible for any and all damage to existing improvements, utilities, or communications systems on the Property caused as a result of the Work. Entrants shall properly close and abandon the groundwater monitoring well installed on the Property pursuant to this Agreement within thirty (30) days of the termination of this Agreement. **Prior to its initial entry onto the Property, Communipaw Dev. shall deposit the sum of five thousand dollars (\$5,000.00) with the Agency's counsel (McManimon Scotland & Baumann, LLC, 75 Livingston Ave., 2nd Floor, Roseland, New Jersey, 07068), payable to "MSB Attorney Trust Account", identified as "Security Deposit", to be held as security for the property restoration obligations contained in this Section 7 (the "Security Deposit").** In the event that Communipaw Dev. fails to perform its obligations pursuant to this Section 7, after five (5) days written notice from the Agency of such failure, the Agency shall be entitled to draw upon such Security Deposit to pay the reasonable costs of same. In drawing upon the Security Deposit, the Agency does not waive, release or resolve any of its rights or causes of action to pursue additional costs related to the obligations under this Agreements. Within forty-five (45) days of the termination of this Agreement in accordance with Section 4 herein, the Agency shall return any unused portions of the Security Deposit to Communipaw Dev.

8. Wastes Derived from Work. Entrants shall be solely responsible for the handling, storage, removal and disposal of any and all soils, materials, debris, drill cuttings, purge water, investigative derived waste, wastes, Hazardous Materials, or materials containing Hazardous Materials regardless of concentration generated during the Work performed pursuant to this Agreement (**"Waste Derived Materials"**). Absolutely no Waste Derived Materials shall be stored on the Property, and, at the end of each day of access under this Agreement, any such Waste Derived Materials shall be removed from the Property. Communipaw Dev. alone shall be listed as the generator of all such Waste Derived Materials on any manifests, permits, or other documentation required for the handling, storage, removal, or disposal of same.

9. Removal of Property and Trash. At the end of each day of access under this Agreement, Entrants, at their sole cost and expense, shall remove all equipment, fixtures, vehicles, objects, and trash used on the Property during the access. In the event that Communipaw Dev. fails to perform its obligations pursuant to this Section 9, after five (5) days written notice from the Agency of such failure, the Agency shall be entitled to draw upon the Security Deposit

established pursuant to Section 7 herein to pay the reasonable costs of same. In drawing upon the Security Deposit, the Agency does not waive, release or resolve any of its rights or causes of action to pursue additional costs related to the obligations under this Agreements.

10. Liens. Communipaw Dev. shall pay for all activities performed and shall cause its authorized consultants, agents, contractors, and/or subcontractors to pay for all Work activities, free and clear of any mechanics', materialmens', contractors' or subcontractors' liens to attach to the Property by reason of or otherwise arising from Entrants Work activities.

11. The Agency Not Liable. The Agency shall not be liable, and Communipaw Dev., and any individual or entity claiming through Communipaw Dev., forever releases and discharges the Agency, for any loss, damage or injury of any kind or character to any person, property or the Property to the extent arising from any Access to the Property by Entrants or any act or omission by Entrants related to or connected with Access to the Property, including any claims for loss, damage, or injury resulting from exposure to any Hazardous Materials present on, beneath or migrating from the Property. The Agency shall not be responsible for any loss or theft sustained by Entrants during Entrants' access to the Property. Communipaw Dev. shall indemnify, protect, defend and hold the Agency and the Agency's representatives, advisors, attorneys and employees (collectively, "**the Agency's Indemnitees**") harmless from any and all claims, actions, third-party costs and expenses (including reasonably attorneys' fees), damages and liabilities (in each case, as and to the extent actually incurred) relating to any claims, damages, losses, liens, actions, causes of action, rights, demands, liabilities, physical damage or personal injury, which result from the Access, breach of this Agreement or any acts or omissions of Entrants on the Property in connection with this Agreement. Provided, however, the foregoing release and indemnity shall not apply to, and Communipaw Dev. shall not be liable or responsible for the gross negligence or willful misconduct of the Agency or any of the Agency's Indemnitees.

12. Insurance. Communipaw Dev. and **ALL** Entrants actually entering on the Property shall, at all times while accessing the Property, maintain at its sole expense the following insurance coverage, from commercially reputable insurance compnies: (a) Commercial General Liability insurance not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate, with \$5,000,000 excess coverage (provided that such excess coverage amount shall be reduced to \$1,000,000 for any contractor or subcontractor performing a scope of work less than \$500,000.00 in the aggregate) covering bodily injury, death and property damage; (b) Automobile Liability no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation as required by the State of New Jersey's statutory limits; and (d) Professional Liability (errors and omissions) no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such insurance policies issued to Communipaw Dev. shall name the Agency as an additional insured. Prior to its initial entry onto the Property, Communipaw Dev. shall provide the Agency with evidence of the foregoing required insurance – specifically policy declaration pages and accompanying policy endorsements identifying the Agency as an additional insured.

13. Termination. The Agency shall have the right to terminate this Agreement in whole or in part upon ten (10) days' written notice to Communipaw Dev. in the event that the conditions cited in any Stop Notice are not cured, which termination shall be effective upon the date indicated in such notice. In the case of exigent circumstances, however, the Agency reserves the right, in its

sole and unreviewable discretion, to immediately terminate this Agreement to protect public health or safety. Entrants shall immediately discontinue performing Communipaw Dev.'s Work on or before the date indicated in the termination notice. Communipaw Dev.'s right to inspect the Property granted herein shall otherwise terminate on the first to occur of (i) the execution of the PSA and (ii) termination of the Redevelopment Agreement.

14. Assignment. Communipaw Dev. shall not transfer or assign its rights or obligations under this Agreement without the express written consent of the Agency. The Agency, however, may freely assign its rights or obligations under this Agreement, but shall provide Communipaw Dev. with reasonable advance notice of such assignment.

15. Notices. All notifications made pursuant to this Agreement, shall be served by UPS or Federal Express and shall be simultaneously sent in writing via electronic mail:

For the Agency:

Jersey City Redevelopment Agency
Attn: Executive Director
4 Jackson Square
Jersey City, New Jersey 07305

With a copy to:

Eric E. Tomaszewski, Esq.
McManimon Scotland & Baumann, LLC
75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
etomaszewski@msbnj.com

For Communipaw Dev.:

Communipaw Development LLC
Attn: [insert]
5 Beech Lane
Kings Point, New York 11024

16. Waiver. No waiver by a party of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. The consent or approval by a party to or of any act by the other requiring consent or approval does not waive or render unnecessary the consent or approval to or of any subsequent similar acts.

17. Miscellaneous.

(a) This Agreement shall be construed under and in accordance with the laws of the State of New Jersey. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby and to the laying of venue in such court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

(b) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and permitted assigns. Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

(c) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(d) The parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Facsimile and electronic portable document format (PDF) signatures on this Agreement shall be binding, and copies of this Agreement containing the signature of both parties shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____
Date: _____

COMMUNIPAW DEVELOPMENT LLC

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A
(Groundwater Monitoring Well Location Diagram)

[Signature Page to Access Agreement]

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING REDEVELOPMENT AGREEMENT WITH AND SALE OF BLOCK 22605, LOT 32 (326-330 MARTIN LUTHER KING, JR. DRIVE) TO 330 MLK LLC WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

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

WHEREAS, pursuant to N.J.S.A. 40A:12A-5, the City designated a delineated area as an area in need of redevelopment known as the Jackson Hill Redevelopment Area ("**Redevelopment Area**") and adopted the Jackson Hill Redevelopment Plan ("**Redevelopment Plan**"), as amended, which is on file with the Office of the City Clerk; and

WHEREAS, 330 MLK LLC (the "**Redeveloper**") applied to the JCRA to be designated redeveloper of Block 22605, Lot 32, commonly known as 326-330 Martin Luther King, Jr. Drive (the "**Property**"), within the Redevelopment Area whereby the Redeveloper proposes the development of a six-story mixed use building containing 28 residential units, including three affordable housing units, commercial space, and a roof deck (the "**Project**"); and

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

WHEREAS, in addition to the Redevelopment Agreement, the JCRA and the Redeveloper have engaged in negotiations to enter into a Real Estate Purchase and Sale Agreement ("**Purchase and Sale Agreement**"), included as an exhibit to the Redevelopment Agreement, for the sale of the Property to the Redeveloper to complete the Project; and

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

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

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

Section 2. The JCRA hereby designates 330 MLK LLC as the designated redeveloper of Block 22605, Lot 32 (326-330 Martin Luther King, Jr. Drive) within the Jackson Hill Redevelopment Area.

Section 3. The JCRA hereby approves its entry into a Redevelopment Agreement with 330 MLK LLC, the form of which is attached hereto and made part hereof as **Exhibit A**, including the Purchase and Sale Agreement for the sale of the Property to the Redeveloper that is included as an exhibit thereto.


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

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

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

Section 7. This Resolution shall take effect immediately.

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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

REDEVELOPMENT AGREEMENT

THIS REDEVELOPMENT AGREEMENT (the “**Agreement**” or “**Redevelopment Agreement**”) is entered this ____ day of _____, 2021 (the “**Effective Date**”)

by and between the

JERSEY CITY REDEVELOPMENT AGENCY (“JCRA”), a public body corporate, having its offices located at 4 Jackson Square, Jersey City, New Jersey 07305;

and

330 MLK LLC (“Redeveloper”), a New Jersey Limited Liability Company established, operated and authorized to do business within the State of New Jersey, having a business office located at 361 15th Street, Hoboken, New Jersey 07030;

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

RECITALS

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

WHEREAS, pursuant to N.J.S.A. 40A:12A-5, the City designated a delineated area as an area in need of redevelopment known as the Jackson Hill Redevelopment Area (“**Redevelopment Area**”) and adopted the Jackson Hill Redevelopment Plan (“**Redevelopment Plan**”), which is on file with the Office of the City Clerk; and

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

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

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

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

"Affordability Controls" means the restrictions set on rents and tenant income limits on the Project's 3 affordable housing units, constituting a 10% set aside under the Jackson Hill Redevelopment Plan's affordable housing bonus provisions, so that such units are reserved for rent to households at or below 80% of AMI as defined in the Affordable Housing Agreement, to be administered by the City, the JCRA or its delegated agent, subject to a deed restriction for a term of 30 years from the date of the issuance of the Certificate of Occupancy.

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

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

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

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

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

(subject to Section 6.3 setting forth the Covenants and Restrictions, which survive the Certificate of Completion), and in the Applicable Law.

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

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

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

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

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

"Environmental Law(s)" means any and all federal, State, regional and local laws, statutes, ordinances, regulations, rules, codes, consent decrees, judicial or administrative orders or decrees, memoranda of understanding, directives or judgments relating to pollution, damage to or protection of the environment, environmental conditions, or the use, handling, processing, distribution, generation, treatment, storage, disposal, manufacture or transport of Hazardous Substances, presently in effect

or hereafter amended, modified, or adopted including, but not limited to: the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**") (42 U.S.C. §§ 9601-9675); the Resource Conservation and Recovery Act of 1976 ("**RCRA**") (42 U.S.C. §§ 6901 et seq.); the Clean Water Act (33 U.S.C. §§ 1251 et seq.); the New Jersey Spill Compensation and Control Act ("**Spill Act**") (N.J.S.A. 58:10-23.11 et seq.); the Industrial Site Recovery Act, as amended, ("**ISRA**") (N.J.S.A. 13:1K-6 et seq.); the New Jersey Underground Storage of Hazardous Substances Act (N.J.S.A. 58:10A-21 et seq.); the New Jersey Water Pollution Control Act (N.J.S.A. 58:10A-1 et seq.); the New Jersey Environmental Rights Act (N.J.S.A. 2A:35A-1 et seq.); and the rules and regulations promulgated thereunder.

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

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

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

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

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

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

"Planning Board" refers to the City of Jersey City Planning Board.

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

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

"Property" means Block 22605, Lot 32 (326-330 Martin Luther King, Jr. Drive) as currently shown on the official tax map of the City of Jersey City.

"Redeveloper" means 330 MLK LLC, a New Jersey limited liability company, or any assignee, transferee or successor in interest as authorized pursuant to the terms of this Agreement as may be formed.

"Redevelopment Plan" means the Jackson Hill Redevelopment Plan.

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

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

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

ARTICLE 2

DESCRIPTION OF THE PROJECT

2.1 Purpose; Designation as Redeveloper. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the JCRA and Redeveloper in connection with the development of the Property by Redeveloper. The JCRA hereby affirms and agrees that Redeveloper is designated and appointed as the exclusive master redeveloper of the Property. In connection with such designation and appointment, the Redeveloper has the exclusive right to perform and to have others perform any and all redevelopment activities on and about the Property as permitted in the Redevelopment Plan. Each of the Parties agrees that all redevelopment on and about the Property will only be authorized and may only be undertaken by Redeveloper under the framework and in accordance with the terms of

this Agreement and the Redevelopment Plan. Further, the JCRA agrees that, absent a Default by Redeveloper, it will not negotiate or entertain for the provision of another redeveloper or developer for the Property or any portion thereof.

2.2 The Project. The Project shall consist of the development of a six story mixed use building containing 28 residential units, including three affordable housing units, commercial space, and a roof deck. The Project will be developed in accordance with the Project Schedule attached hereto as **Exhibit B**, subject to potential modification in accordance with Section 2.5. Notwithstanding the foregoing, the Redeveloper shall have the right to accelerate the time frames set forth in the Project Schedule at its option. The Parties agree that the Project may be modified by the Redeveloper and the Planning Board as part of the site plan approval process and in accordance with Section 2.3 hereinafter.

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

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

2.4 Amendment of Development and Design Concepts. Design concepts for the Project may be modified by Redeveloper from time to time, as approved by the Parties, not to be unreasonably withheld, to reflect additional detail and information, as such detail and information becomes available, or to reflect or accommodate the

requirements of any Applicable Law, or to take into account engineering/construction considerations which render the then-existing design concepts impractical. Any modification which triggers the need to amend any site plan and/or subdivision approval secured by Redeveloper shall be reviewed by the City Planning Board upon notice to the JCRA.

2.5 Development Milestones. The Redeveloper shall construct the Project or cause the Project to be constructed in accordance with the Project Schedule attached hereto as **Exhibit B** subject to extension based on an Uncontrollable Circumstance as defined in Article 10 of this Agreement. If the Redeveloper is unable to meet any date set forth on the Project Schedule, the Redeveloper shall provide notice to the JCRA stating: (i) the reason for the inability to complete the task in accordance with the applicable date, (ii) Redeveloper's proposed method for minimizing such delay, (iii) Redeveloper's anticipated schedule for completing such task, and (iv) the method or methods by which Redeveloper proposes to achieve subsequent tasks and anticipated dates if different from dates in the Project Schedule. The JCRA, in its reasonable discretion, shall approve appropriate modifications to the Project Schedule if the reason for the inability to complete a certain task is attributed to the occurrence of an Uncontrollable Circumstance or other reasonable good cause, and the Project Schedule shall be adjusted accordingly.

2.6 Qualified Entities.

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

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

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

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

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

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

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

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

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

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

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

D. **Qualified Entity Approval Process.** The Redeveloper shall provide written notice to the JCRA of any entity which Redeveloper desires be approved by the JCRA as a Qualified Entity. Within 30 days after the date of such notice from Redeveloper, the JCRA shall provide written notice to Redeveloper either: 1) requesting additional information concerning the proposed entity, 2) approving such entity as a Qualified Entity, or 3) refusing to approve of such entity as a Qualified Entity, setting forth the basis for such denial, with reference to the conditions set forth in Section B(i) through (viii) above. Approval by the JCRA of an entity as a Qualified Entity shall authorize such entity to be considered a Redeveloper or hold a beneficial interest in the Redeveloper. In the event of a denial by the JCRA of an entity as a Qualified Entity as provided above, or in the event the JCRA requests additional information, Redeveloper may resubmit its request to the JCRA that the subject entity be approved as a Qualified Entity, and Redeveloper shall in such resubmitted request set forth additional information and/or such reasons that demonstrate why Redeveloper believes the subject entity to be a Qualified Entity. Within 30 days after the date of such further request from Redeveloper, the JCRA shall provide written notice to Redeveloper stating whether the JCRA approves of such entity as a Qualified Entity and, if the JCRA does not approve of such entity as a Qualified Entity, such denial must be based on specific conditions set forth in Section B(i) through (viii) above, as specifically identified by the JCRA.

ARTICLE 3 PROCEDURES GOVERNING REVIEW AND APPROVAL OF APPLICATION FOR REDEVELOPMENT PROJECT

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

3.2 JCRA Approval of Preliminary Site and Subdivision Plans. No later than 180 days following the Effective Date of this Agreement ("**Approval Period**"), the Redeveloper shall, at its own cost and expense, cause to be prepared by a New Jersey licensed architect, surveyor, engineer and/or other professionals, as necessary, a

preliminary site plan for the construction of the Project consistent with the Redevelopment Plan and provide separate metes and bounds descriptions of the Property. Thereafter, the JCRA will review and approve the preliminary site plan, including the building orientation, architectural style and building materials to be used for the improvements, facilities, and parking, as being in conformance with this Agreement. If planning or engineering concerns raised by the Redeveloper dictate that revisions be made to the preliminary site plan before submission of the same to the Planning Board, the revised preliminary site plan shall be resubmitted to the JCRA, which shall have 15 days after receipt thereof to approve the revised plans, or to furnish the Redeveloper, in writing, notice of any changes or modifications, and the reasons for the same, required to be made in order to render the plans in conformity with the Redevelopment Plan and this Agreement. The Redeveloper agrees that no Site Plan or application for subdivision approval, shall be filed with any public authority without the prior written approval of the JCRA, it being agreed that the JCRA has a vested interest therein. In the event that the JCRA fails to notify the Redeveloper within 15 days of its receipt of revised plans, or any proposed objections or modifications requested by the JCRA, then the JCRA shall be deemed to have accepted the amended preliminary site plan.

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

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

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

ARTICLE 4

CONSTRUCTION OF PROJECT

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

4.2 Suspension of Construction.

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

B. If the Redeveloper shall abandon or substantially suspend construction activities on the Project for a period in excess of 90 days for reasons other than an extension pursuant to Section 2.5 or an Uncontrollable Circumstance, and the suspension or abandonment is not cured, remedied or explained in writing within 30 days after written demand by the JCRA to do so, or such a period of time as reasonably necessary and appropriate, then such shall constitute an Event of Default by the Redeveloper under this Agreement and the JCRA shall have the right to seek any remedies pursuant to this Agreement and all other remedies available to the JCRA at law or in equity.

4.3 Certificates of Occupancy and Certificate of Completion.

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

B. Upon Completion of the overall Project, for purposes of releasing the restrictions referenced in this Agreement, and under the Applicable Laws, the JCRA shall issue a Certificate of Completion in proper form for recording, which shall acknowledge that the Redeveloper has performed all of its duties and obligations under this Agreement and has completed construction of the Project in accordance with the requirements of the Applicable Laws, the Redevelopment Plan, Affordable Housing Agreement, and this Agreement. The Certificate of Completion shall constitute a recordable conclusive determination of the satisfaction and termination of the

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

4.4 Design Elements.

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

B. **Streetscape Improvements.** All costs for required streetscape improvements are the responsibility of the Redeveloper. If required by the Site Plan, such streetscape improvements may include: landscaping, lighting, public furniture and all other on-site improvements located between the curb and the Improvements.

4.5 Contribution to Costs and Financial Obligations.

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

B. **JCRA Costs.** JCRA Costs shall include, but not be limited to, any fees and costs of any professional consultant, contractor or vendor retained by the JCRA to complete due diligence with respect to the terms of this Agreement or other ancillary agreements between the Parties and for legal and other fees in completing oversight

and assistance in the implementation of the Project and in preparing documentation necessary to memorialize the agreements of the Parties including attorneys, planners and financial consultants, among others, and all other out-of-pocket costs and expenses of the JCRA incurred in its assistance in implementation, facilitation or defense of the Project, pursuant to the LRHL (N.J.S.A. 40A:12A-8) prior to issuance of a Certificate of Completion.

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

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

4.6 Neighborhood Impacts. The Redeveloper acknowledges that the construction of the Project will have certain impacts on the neighborhoods in the vicinity of the Property, which may result in some temporary inconveniences during the time that construction takes place. Therefore, the Redeveloper, in concert with the JCRA and the City, shall make its best efforts to minimize any potential negative effects that the construction or completion of the Project may produce.

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

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

reasonable efforts to minimize the traffic impacts of construction of the Project Improvements upon the surrounding neighborhoods.

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

ARTICLE 5 PROPERTY CONVEYANCE

5.1 Conveyance of the Property. JCRA hereby agrees to convey fee simple ownership of the Property through the entry of a Purchase and Sale Agreement for the sum of \$125,000 subject to the terms and conditions of the Purchase and Sale Agreement, attached hereto as **Exhibit C**.

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

5.3 Deed. Subject to the provisions of this Agreement and the Purchase and Sale Agreement to be entered, title to the Property shall be conveyed to the Redeveloper at closing by a ~~Bargain and Sale~~ Quit Claim Deed ~~with covenants against grantor's acts~~ ("**Deed**"). The Deed shall contain such restrictions, covenants and conditions as may be required under the terms of the Redevelopment Plan and this Agreement and the condition of said title so conveyed will be in accordance with the requirements of this Agreement.

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

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

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

C. **Valid and Binding Obligations.** The person executing this Agreement on behalf of the JCRA has been duly authorized by Resolution to execute this Agreement, and the duly executed Agreement delivered by the JCRA constitutes the valid and binding obligation of the JCRA. All of the parcels making up the Property have been designated as areas in need of redevelopment in accordance with the LRHL and a

duly adopted resolution of the City. The Redevelopment Plan covering the Property has been approved by a duly adopted ordinance of the City.

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

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

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

6.3 Redeveloper Declaration of Covenants.

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

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

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

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

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

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

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

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

C. Effect and Term of the Covenants and Restrictions. Subject to the provisions of Section 6.3 hereof it is intended and agreed, and the deeds and the Declaration shall so expressly provide to the extent permitted by Applicable Law, that the Covenants and Restrictions set forth in Section 6.3 hereof shall be covenants running with the land and that they shall, in any event, and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be binding, to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the JCRA, its successors and assigns, and any successor in interest to the Property, or any part thereof, against the Redeveloper, its successors and assigns and every successor in interest therein, and any

party in possession or occupancy of the Property or any part thereof. It is further intended and agreed that the Covenants and Restrictions set forth in Section 6.3 hereof shall remain in effect until the issuance by the JCRA of a Certificate of Completion, as provided in Section 4.3, hereof, at which time all agreements, obligations, Covenants and Restrictions shall cease and terminate.

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

ARTICLE 7 DEFAULT

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

A. Any Party fails to make payment of any sum payable to the other party hereunder, as the same shall become due and payable, or fails to fulfill any obligation hereunder within the time prescribed, and such failure shall have continued for a period of 30 days after receipt of written notice specifying such failure, and demanding that same be remedied;

B. Any Party or its successor in interest shall violate any of its Covenants, Representations, Declarations, or obligations to perform under the terms of this Agreement or the Affordable Housing Agreement and failure shall have continued for a period of 30 days after receipt of written notice specifying such default (or such longer or shorter time as may be specified herein), and demanding that same be remedied, to the extent not otherwise provided for herein, up to the issuance of a Certificate of Completion; however, if the default cannot be cured within 30 days using reasonable diligence, the non-defaulting party will extend the time to cure, provided the corrective action is instituted within 30 days and diligently pursued to completion;

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

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

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

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

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

Plan. Such an Event of Default shall also be considered a material breach of this Agreement.

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

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

- A. Withhold the issuance of any approval, permit or certificate in connection with the Project;
- B. Terminate this Agreement and seek reimbursement of all actual monetary damages resulting from such failure to cure the Event of Default;
- C. Call any performance or maintenance bond posted as part of the site plan approval, in accordance with the terms of such bond or as otherwise available as a matter of law;
- D. Exercise any other remedies available at law or equity; and/or
- E. **Reversion/Re-Vesting of the Property to the JCRA.** Seek to exercise any rights of reversion or re-vesting of title to the Property conveyed to the Redeveloper from the JCRA for the purposes of the Project. Specifically, upon the occurrence of any Event of Default subsequent to the conveyance of the Property to the Redeveloper, and prior to the completion of the Project, subject to the rights of any mortgage holder, the JCRA shall have the right at its sole and absolute option, upon 30 days' notice to Redeveloper and any mortgagee of the Redeveloper, to re-enter and take possession of the Property. This reversion shall re-vest in the JCRA all title, rights and interests in and to the Property back to the JCRA. At the same time that the JCRA enters onto and takes possession of the Property, Redeveloper shall execute and deliver a deed to the JCRA for the Property subject to the rights of any mortgage holder. If Redeveloper fails to deliver an executed deed to the JCRA within 15 days after written demand by the JCRA, the JCRA shall have the right as the attorney-in-fact for Redeveloper to execute and deliver a deed to the JCRA for the Property. The Redeveloper hereby irrevocably appoints the JCRA as its attorney-in-fact for the purpose

of making this conveyance. Upon the occurrence of any such conveyance, this Agreement shall be deemed terminated and there shall be no further rights or obligations of the parties except for those rights reserved to a mortgage holder. This provision shall be entered in the Purchase and Sale Agreement and the Deed.

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

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

Upon termination of this Agreement based upon an Event of Default, the Redeveloper's status as the designated redeveloper for the Project and the Property

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

7.4 Redeveloper's Remedies. If the JCRA shall fail to timely cure any Event of Default by JCRA as set forth in Section 7.1, the Redeveloper shall be entitled, in its sole and absolute discretion, to ~~all rights and remedies available at law or in equity~~ file a claim for actual damages. Redeveloper shall not be entitled to seek or recover any manner of special, consequential, punitive or speculative damages.

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

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

7.7 Rights and Remedies Cumulative. The rights and remedies of the Parties to the Agreement, whether provided by law or by the Agreement, shall be cumulative and, except as otherwise specifically provided by this Agreement, the exercise by either Party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other party. No waiver made

by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

ARTICLE 8 INSURANCE

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

A. **Contractor's Comprehensive General Liability and Property Damage Insurance** - with combined single limits of not less than \$1,000,000 per occurrence with respect to comprehensive general liability, bodily/personal injury and property damage and shall include broad-form contractual coverage and indemnification and hold harmless provisions.

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

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

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

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

ARTICLE 9 INDEMNITY

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

ARTICLE 10 UNCONTROLLABLE CIRCUMSTANCES

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

A. An act of God including severe natural conditions such as landslide, lightning, earthquake, flood, hurricane, blizzard, tornado or other severe weather conditions, severe sea conditions affecting delivery of materials or similar cataclysmic occurrence, nuclear catastrophe, an act of public enemy, terrorism, war, blockade, insurrection, riot, general arrest or general restraint of government and people, or any other similar act or event outside the control of the Affected Party; provided however, that any question as to whether any such conditions should be deemed to constitute an Uncontrollable Circumstance shall be considered in light of good engineering practice and industry standards to protect against reasonably foreseeable severe natural weather conditions, taking into account the geographic location and topographic and geotechnical conditions of the Project.

B. The condemnation, taking, seizure, involuntary conversion or acquisition of title to or use of the Property, or any material portion or part thereof, by the action of any federal, state or local government or governmental agency or authority.

C. Delays incurred in obtaining Governmental Approvals caused solely by the approving agency after the Affected Party has taken all required action in obtaining such Approval and the continued delay is outside and beyond the control of the Affected Party.

D. Delay caused by the failure of any third party, including governmental entities, to timely inspect improvements or take other actions necessary for the construction of the Project to proceed.

E. Delays resulting from legal challenges brought to challenge any permit and/or Approval related to this Project by third-parties over whom the Affected Party has no control that have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

F. Labor union strikes or similar labor union action by equipment manufacturers, suppliers of materials, employees or transporters of same, to the extent that such labor union strikes relate to general labor disputes that are non-specific to the Project of the Redeveloper and have a material and adverse effect upon the Affected Party's ability to perform its obligations under this Agreement.

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

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

10.3 Effect on Obligations.

A. In the event of an Uncontrollable Circumstance, the applicable deadline, obligation or term affected by such Uncontrollable Circumstance shall be

extended for a period of time equal to the delay caused by the Uncontrollable Circumstance.

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

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

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

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

ARTICLE 11 NOTICES AND DEMANDS

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

If to the JCRA, to:

ATTN: Executive Director
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305

with a copy to:

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

and if to Redeveloper, to:

330 MLK LLC
Attn: Maninder Sethi
361 15th Street
Hoboken, New Jersey 07030

With a copy to:

Charles J. Harrington, III, Esq.
Connell Foley LLP
Harborside Financial Center
2510 Plaza Five
Jersey City, New Jersey 07311

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

**ARTICLE 12
CONSTRUCTION AND PROJECT FINANCING**

12.1 Redeveloper's Commitment to Finance Project.

A. The Redeveloper represents and warrants that it has obtained or can obtain and will commit the requisite equity and debt financing in an amount necessary to implement and complete the Project within 18 months of the Redeveloper obtaining all Governmental Approvals, and in any case, at least 30 days prior to commencement of construction of the Project. This Agreement is subject to the

Redeveloper securing the necessary financing to complete the Project pursuant to the Project Schedule attached hereto as **Exhibit B**. The JCRA agrees to accept a letter, in form and substance reasonably acceptable to the JCRA, from one or more financial institutions, which evidences a firm commitment to provide the necessary financing to complete the Project.

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

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

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

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

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

construct any improvements thereon, other than those uses or improvements provided, or permitted under the Redevelopment Plan or otherwise approved by the JCRA.

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

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

ARTICLE 13 RESTRICTIONS ON TRANSFERS

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

Section 13.1 shall not apply to conveyances set forth in Section 13.2 and these restrictions shall no longer apply to any individual unit for which a Certificate of Occupancy or Certificate of Completion has been issued.

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

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

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

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

ARTICLE 14
PAY-TO-PLAY RESTRICTIONS

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

14.2 Prohibition Regarding Contributions. In accordance with the Ordinance, Redeveloper (as defined in Section 14.3 below) is prohibited from soliciting or making any contribution (as defined in Section 14.4 below) to (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving redevelopment agreements, or for appointing those who enter into redevelopment agreements on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party committee, or (iii) any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties or political party committees ("**PAC**"), between the application to enter into a redevelopment project and the later of the termination of negotiations or rejection of any proposal, or the completion of all matters or time period specified in the redevelopment agreement.

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

14.4 Contribution. As defined in N.J.A.C. 19:25-1.7, "contribution" includes every loan, gift, subscription, advance or transfer of money or other thing of value, including any in-kind contribution and pledges made to or on behalf of (i) a candidate, candidate committee or joint candidate committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for arranging, entering into, or approving the redevelopment agreement, or for appointing those who enter into the redevelopment agreement on behalf of the City of Jersey City, or (ii) any Jersey City or Hudson County political committee or political party

committee, or (iii) any PAC as referred to above. As further defined in N.J.A.C. 19:25-1.7, funds or other benefits received solely for the purpose of determining whether an individual should become a candidate are contributions.

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

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

ARTICLE 15 LABOR AND EMPLOYMENT

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

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

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

15.4 Opportunities for Local Residents during Construction. The Redeveloper shall make a good faith effort to encourage 20% local resident participation in the

construction of the Project. The Redeveloper shall be deemed to have satisfied the good faith effort requirement contained in this Section if the Redeveloper takes the following actions:

A. Hold a pre-qualification information session (the “**Workforce Information Session**”), in coordination with the Director of Compliance for the City, or designated representative, prior to the solicitation of bids and pricing for the Project to encourage local contractors/subcontractors to bid on the Project.

B. Notify contractors/subcontractors before executing a contract and/or prior to pre-bid and pre-construction meetings about the required good faith effort to engage local residents in the construction of the Project.

C. As part of the Workforce Information Session, notify contractors, subcontractors and prospective tenants/operators of the Project of the Session; provide information (to the extent known) to attendees of potential short term and long term positions with respect to the Project; collect resumes and job applications from those who attend; and make those resumes and job applications available to the contractors, subcontractors and prospective tenants/operators of the Project.

D. Participate in the Jersey City Summer Internship Program annually during the term of this Agreement or cause an affiliate of the Redeveloper, or the general contractor for the Project to do so. Applications for the internships can be submitted at the Workforce Information Session.

E. Regularly contact and cooperate with the Director of Compliance for the City, or designated representative, in connection with workforce opportunities. Notify the Director of Compliance for the City of workforce needs for the Project so that the Director may refer qualified City residents to meet the workforce needs of the Project.

F. Provide written outcome assessment reports to the City and the Agency within 60 days after completion of the Project detailing how many City residents and contractors participated in the Workforce Information Session, how many City residents and contractors were employed or engaged in connection with the Project, the job titles for those employed, the scope of work for those contractors engaged, and whether any of such employees and/or contractors were still retained in those positions as of the date of the outcome assessment.

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

A. The Redeveloper will not discriminate against any employee or applicant for employment because of age, race, creed, color, religion, sex, affectional or

sexual orientation, ancestry, marital status, civil union status, domestic partnership status, nationality, gender identity or expression, disability or national origin. The Redeveloper will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their age, race, creed, color, religion, sex, affectional or sexual orientation, ancestry, marital status, nationality, gender identity or expression, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause and any such notices provided by the Agency which are consistent therewith.

B. The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper; state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, religion, ancestry, marital status, sex, affectional or sexual orientation, gender identity or expression, disability, nationality or national origin.

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

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

ARTICLE 16

MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.18 Non-Discrimination. The Redeveloper shall not discriminate against or segregate any person, a group of persons, on account of race, color, religion, creed, national origin, ancestry, disability, age, marital status, sex, gender identity or expression, familial status, affectional or sexual orientation in the sale, lease, sublease, rental, transfer, use, occupancy, tenure or enjoyment of the Project; nor shall the Redeveloper itself, or any person claiming under or through the Redeveloper, establish or permit any such practice or practices of discrimination or segregation, with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sub lessees or vendees on the Project.

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

[SIGNATURES ON NEXT PAGE]

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

WITNESS:

330 MLK LLC, REDEVELOPER

Maninder Sethi

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY

Diana H. Jeffrey, Executive Director

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

SS.:

COUNTY OF _____

On _____, 2021, «Closing Date», before me, the undersigned, personally appeared, Maninder Sethi, who signed the foregoing instrument, and did acknowledge under oath, to my satisfaction, that:

(a) he is the managing member of 330 MLK LLC ("Company") named in the foregoing instrument;

(b) he signed and delivered the foregoing instrument in his capacity as the managing member of the Company; and

(c) the foregoing instrument is the duly authorized, voluntary act and deed of the Company.

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

SS.:

COUNTY OF HUDSON

On _____, 2021, before me, the undersigned, personally appeared Diana H. Jeffrey, who signed the foregoing instrument, and did acknowledge under oath, to my satisfaction, that:

(a) she is the Executive Director of the JERSEY CITY REDEVELOPMENT AGENCY ("JCRA") named in the foregoing instrument;

(b) she signed and delivered the foregoing instrument in her capacity as the Executive Director of the JCRA; and

(c) the foregoing instrument is the duly authorized, voluntary act and deed of the JCRA.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
THE AGENCY TO EXERCISE ITS OPTION TO RENEW
CONTRACT NO. 20-11-RN4 WITH UNITED WAY OF HUDSON
COUNTY FOR PROPERTY MANAGEMENT AND SOCIAL
SERVICES AT 665 OCEAN AVENUE WITHIN THE JACKSON
HILL REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) pursuant to 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 owns property within the Jackson Hill Redevelopment Area, as set forth more particularly in the Jackson Hill Redevelopment Plan, identified as Block 22602, Lot 6 on the official tax maps of the City, commonly known as 665 Ocean Avenue, also known as the Veterans Residential Housing in Honor of Jaime Vazquez (the “**Development**”), which Development houses formerly homeless veterans; and

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

WHEREAS, pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, including but not limited to *N.J.S.A. 40A:11-4.1 et seq.* (the “**LPCL**”), by Resolution No. 20-11-13 adopted on November 10, 2020 (the “**Authorizing Resolution**”), the Board of Commissioners previously awarded Contract No. 20-11-RN4 (the “**Agreement**”) to the United Way of Hudson County (“**United Way**”) to perform the Property Management and Social Services; and

WHEREAS, the Agreement is set to expire on November 27, 2021; and

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

WHEREAS, in accordance with the proposal previously submitted by United Way, the Authorizing Resolution and the Agreement, the Agency may opt to extend the term of the Agreement for up to four (4) additional terms of one (1) year each, provided that Year 2 of the contract shall not exceed \$64,478.00; Year 3 of the contract shall not exceed \$66,412.34; Year 4 of the contract shall not exceed \$68,404.71; and Year 5 of the contract shall not exceed \$70,456.85; and

WHEREAS, the Agency wishes to exercise its option to extend the contract term until November 27, 2022 and to establish the contract amount for such extended term, which starting on November 28, 2021 shall be equal to the Year 2 rate not to exceed Sixty-Four Thousand Four Hundred Seventy-Eight Dollars (\$64,478.00) and payable in twelve (12) monthly installments; and

WHEREAS, the Property Management and Social Services are being provided in an effective and efficient manner; and

WHEREAS, the Agency certifies that funds are available for the costs of the extended term,

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

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

Section 2. The Board of Commissioners hereby authorizes the Agency to exercise its option to extend the term of the Agreement, which extended term shall be effective as of November 28, 2021 and expire on November 27, 2022.

Section 3. The Board of Commissioners hereby authorizes the adjustment of the contract amount for the extended term, which shall not exceed Sixty-Four Thousand Four Hundred Seventy-Eight Dollars (\$64,478.00) and shall be payable in twelve (12) monthly installments of Five Thousand Three Hundred Seventy-Three Dollars and Sixteen Cents (\$5,373.16) each.

Section 4. Except as authorized herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Section 5. 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, including but not limited to an amendment to the Agreement.

Section 6. This resolution shall take effect immediately.

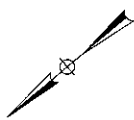
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 2021.


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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

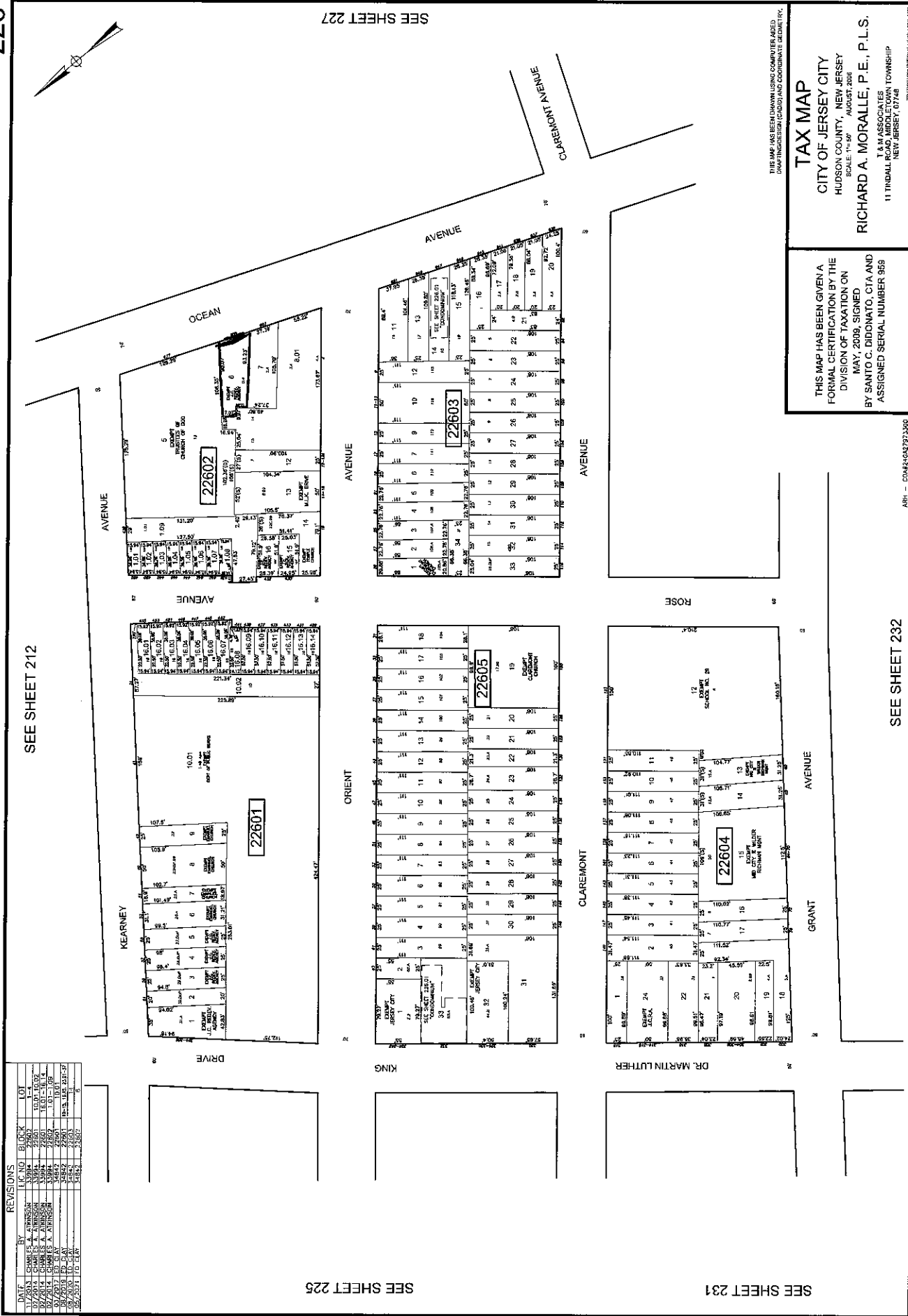
REVISIONS			
DATE	BY	REASON	LOT
07/20/14	CHAMBERS	1.00	10.01
07/20/14	CHAMBERS	2.00	10.02
07/20/14	CHAMBERS	3.00	10.03
07/20/14	CHAMBERS	4.00	10.04
07/20/14	CHAMBERS	5.00	10.05
07/20/14	CHAMBERS	6.00	10.06
07/20/14	CHAMBERS	7.00	10.07
07/20/14	CHAMBERS	8.00	10.08
07/20/14	CHAMBERS	9.00	10.09
07/20/14	CHAMBERS	10.00	10.10
07/20/14	CHAMBERS	11.00	10.11
07/20/14	CHAMBERS	12.00	10.12
07/20/14	CHAMBERS	13.00	10.13
07/20/14	CHAMBERS	14.00	10.14
07/20/14	CHAMBERS	15.00	10.15
07/20/14	CHAMBERS	16.00	10.16
07/20/14	CHAMBERS	17.00	10.17
07/20/14	CHAMBERS	18.00	10.18
07/20/14	CHAMBERS	19.00	10.19
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07/20/14	CHAMBERS	28.00	10.28
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07/20/14	CHAMBERS	99.00	10.99
07/20/14	CHAMBERS	100.00	11.00

SEE SHEET 212



SEE SHEET 225

SEE SHEET 231



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.M. ASSOCIATES
11 TINDALL ROAD, MIDDLE TOWN TOWNSHIP
NEW JERSEY 07148

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

ASH - COM424042973300

SEE SHEET 232

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

Contract No. 20-11-RN4

by and between

United Way of Hudson County

and

The Jersey City Redevelopment Agency

for

Professional Management of a Social Services Program
and Property Management Services

questions across categories, including demographics, health history, functionality, support/community resources, psychosocial history, and life skills. The Comprehensive Service Plan shall be based on the Needs Assessment, and shall include goals for maintaining and improving functional status, enhancing quality of life, increasing tenant satisfaction, adhering to the Comprehensive Service Plan, improving tenant safety, and to the extent possible, increasing member self-direction. United Way shall reassess each tenant's needs and update the Comprehensive Service Plan every six (6) months.

- ii. Job Search Coaching: United Way shall assist tenants in searching for and applying for jobs appropriate to the tenants' levels of experience and skill sets.
- iii. Job Training Referrals: United Way shall refer tenants to appropriate job training courses, including but not limited to those offered or coordinated by the Hudson County One Stop Career Center and the Jersey City Employment and Training Program.

c. Healthcare linkages:

- i. Eligibility Assessment: United Way shall assess tenant eligibility for enrollment in the United States Department of Veterans Affairs health care system ("VA Health Care System").
- ii. Application for Healthcare Benefits: United Way shall assist eligible tenants in applying for enrollment in the VA Health Care System.
- iii. Referrals: United Way shall work with tenants to identify healthcare needs and refer tenants to appropriate healthcare services.

d. Application support for mainstream resources and entitlements:

- i. Eligibility Assessment: United Way shall assess tenant eligibility for mainstream resources and entitlements, including but not limited to Social Security benefits, General Assistance (WorkFirst NJ) benefits through the State of New Jersey Department of Human Services, and Medicaid.
- ii. Application for Resources and Entitlements: United Way shall assist eligible tenants in applying for mainstream resources and entitlements, including but not limited to Social Security benefits, General Assistance (WorkFirst NJ) benefits through the State of New Jersey Department of Human Services and Medicaid benefits.

e. Life skills and financial literacy counseling:

- i. Individual and Group Counseling Sessions. United Way shall hold on-site individual and group counseling sessions on basic life skills for tenants.
 - ii. Financial Literacy Counseling. United Way shall provide individual financial counseling and assistance in establishing and maintaining a household budget for tenants who are behind on rent payments. Budget counseling shall also be offered to assist tenants in basic principles of financial literacy.
 - f. Tenant involvement meetings: United Way shall lead monthly tenant involvement meetings to provide residents with information relating topics which may include life skills, personal finances, professional development or food vouchers, discuss the parameters of the program and obtain tenant feedback.
 - g. Program evaluation: United Way shall develop and perform a comprehensive evaluation to determine the effectiveness of the program. The evaluation shall include benchmarks to measure program performance, and shall include analysis of the Comprehensive Service Plans, staff supervision procedures, and tenant satisfaction surveys.
2. Property Management Services. United Way shall provide property management services (“**Property Management Services**”) for tenants residing at the Development and shall ensure that tenants of the Development have direct on-site access to such Property Management Services. Property Management Services shall include, but may not be limited to, the following:
- a. Rent collection:
 - i. Collect Rent. United Way shall collect rent checks from tenants and deliver rent checks to the Agency on a monthly basis. Remittance must be executed on or before the tenth (10th) day of the following month for which rents were collected.
 - ii. Document Rent Payments. United Way shall develop and maintain a system to track monthly tenant rent payments.
 - b. Leases: United Way shall execute leases with incoming tenants on behalf of the Agency, timely renew leases with eligible tenants who reside in the Development, and maintain original versions and copies of all leases.
 - c. Repairs: United Way shall serve as the first point of contact for tenant maintenance requests and emergency repairs and communicate repair requests

to the Agency. The Agency shall be responsible for coordinating and funding any maintenance work and emergency repairs.

- d. Alarm system: United Way shall act as the primary contact for the Development's fire alarm and other alarm systems.
- e. Lockouts: United Way shall act as the primary contact for tenants who may become locked out of their units. United Way shall meet tenants at the Development and shall assist tenants with re-entry in cases of lockouts.
- f. Cleaning and maintenance of common areas: United Way shall be responsible for cleaning and maintaining all common areas in the Development, including but not limited to removing refuse and garbage, cleaning bathrooms and sweeping floors. The Agency shall be responsible for purchasing supplies and equipment necessary for cleaning and maintaining the common areas of the Development.

3. Services Generally.

- a. United Way shall provide Social Services on-site daily. United Way shall devote at least fifteen (15) hours per week to providing Social Services. In addition, United Way shall arrange field trips for residents. The time required to hold monthly meetings in accordance with Section B(1)(f) shall not count toward, and shall be in addition to, the minimum weekly hour requirement.
- b. United Way shall be on-call and available at all times to respond to resident calls.
- c. United Way shall thoroughly inspect the Development at least two (2) times per month. United Way shall provide the Agency with reports of such inspections and shall notify the Agency of necessary remedial action.
- d. United Way shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately and safely provide the Property Management Services and the Social Services. All matters pertaining to the employment of such employees are the responsibility of United Way. United Way shall at all times remain an independent contractor of the Agency, and neither its officers nor any person in its employment shall be deemed an employee of the Agency.
- e. United Way shall perform the Social Services and Property Management Services with diligence and care.
- f. United Way agrees, despite the authority vested in United Way by the terms of this Agreement, to confer fully and freely with the Agency as necessary in the performance of its duties as herein set forth.

C. Term

The term of this Agreement shall commence on November 28, 2020 and shall expire on November 27, 2021 (the "**Initial Term**"), unless terminated by the Agency before such termination date in accordance with applicable law. The Agency shall have the right and option to extend the Term for up to four (4) additional periods of one (1) year each (the "**Optional Term**") provided that in accordance with the competitive contracting procedures of the LPCL, the total contract term shall not exceed five (5) years. The Agency shall exercise its option to extend by delivering written notice of such election to the United Way, not less than sixty (60) days prior to the expiration of the Term and only upon authorization of the Board of Commissioners of the Agency.

D. Compensation

1. The Agency shall pay United Way a management fee of **Sixty-Two Thousand Six Hundred Dollars (\$62,600.00)** for the Term for all services, including labor and materials, required under the Contract. Such compensation shall include all administrative costs incurred by United Way in the performance of this Agreement. The Agency shall pay the management fee in twelve (12) monthly installments of Four Thousand Nine Hundred Thirty-Five Dollars and Forty-Two Cents (\$5,216.66) each.

2. In the event this Agreement is extended in accordance with Section C, the Agency shall pay United Way a management fee of Sixty-Four Thousand Four Hundred Seventy-Eight Dollars (\$64,478.00) for year two, Sixty-Six Thousand, Four Hundred Twelve Dollars and Thirty-Four Cents (\$66,412.34) for year three, Sixty-Eight Thousand, Four Hundred Four Dollars and Seventy-One Cents (\$68,404.71) for year four and Seventy Thousand, Four Hundred Fifty-Six Dollars and Eighty-Five Cents (\$70,456.85) for year five of the Optional Term for the services, including labor and materials, required under the Contract. Such compensation shall include all administrative costs incurred by United Way in the performance of this Agreement. The Agency shall pay the Optional Term management fee in twelve (12) monthly installments. The management fee for the Optional Term is subject to the approval of the Board of Commissioners of the Agency.

3. United Way shall submit monthly reports to the Agency at the address listed herein, addressed to the attention of the Agency's Executive Director, Diana H. Jeffrey, and Assistant to the Executive Director, Jesamil Suazo. After receipt and review of the monthly report, the Agency shall process its monthly payment within ten (10) business days.

4. This Agreement is subject to the availability and appropriation annually of sufficient funds as may be required to meet the Agency's compensation obligations set forth herein.

E. Termination

1. The Agency reserves the right to terminate this Agreement in whole or in part, at its sole discretion, upon giving at least five (5) days written notice to the United Way of such termination and specifying the effective date thereof. In such case, the United Way shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.

2. If the Agency terminates this Agreement due to the fault of the United Way, the United Way shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the United Way, and the Agency may withhold any payments to the United Way for the purpose of setoff until such time as the exact amount of damages due the Agency from the United Way is determined.

F. Indemnification

United Way shall indemnify, defend, save and hold harmless the Agency and the City of Jersey City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting from any error, omission, or act of United Way, or anyone employed by United Way, in the performance of this Agreement.

G. Miscellaneous

1. Amendments of Agreement. Any modifications to this Agreement must be in writing, approved by both Parties, and signed and dated by both Parties. This Agreement constitutes the entire agreement between the Parties with respect to the matters set forth herein and supersedes all prior discussions, negotiations and agreements, whether oral or written.

2. Compliance with Applicable Law. United Way acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency.

3. Conflicts. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Proposal, the terms and conditions of this Agreement shall control.

4. Confidentiality. In the course of performing the Social Services and the Property Management Services, United Way may gain access to nonpublic and confidential information. The Agency requires United Way to maintain the confidentiality of such information both during and after the course of United Way's work with the Agency. United Way shall implement appropriate procedures to ensure the protection of all such information.

5. Insurance.

A. **Insurance Requirements.** The Contractor shall procure, purchase and maintain the following insurance during the entire term. The insurance policies described herein shall be kept in force until submission of final invoices by the Contractor for all Services required hereunder. The Contractor agrees to procure, purchase and maintain insurance of the kinds and in the amounts set forth herein with insurance companies authorized to do business in the State of New Jersey, and rated A or better in Best's Key Rating Guide for Property and Casualty covering all operations under this Contract. Pursuant to the Agency's Request for Bids, "claims made" insurance policies do not satisfy the insurance requirements hereunder.

1. **Commercial General Liability Coverage.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance and property damage insurance insuring against any and all liability arising out of Contractor's performance for injuries to any person or persons and for loss or damage to the property of any person for not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) in the general aggregate. Such policy shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such coverage shall include products and completed operations coverage and shall protect against claims which may arise from any act or omission of the Agency, the Contractor, or anyone directly or indirectly acting on their behalf.
2. **Workers' Compensation Insurance.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Contractor with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize the Contractor as its employee and will not be responsible for any workers' compensation claims filed against the Contractor. The Contractor shall have no status relative to the Agency other than that of independent contractor.

3. **Automobile Liability Coverage.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage of not less than One Hundred Thousand Dollars (\$100,000.00) combined single limit for injury, death or property damage to one person and not less than Five Hundred Thousand Dollars (\$500,000.00) on account of injury or death of two or more persons. Such coverage shall include vehicles owned by the Contractor, hired vehicles and other non-owned vehicles.
- B. **Additional Insurance Terms.** The following riders shall be made a part of the policies described above:
1. With respect to commercial general liability insurance and automobile insurance, Contractor shall obtain endorsements stating: "The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named additional insured on a primary and non-contributory basis." Such coverage shall be written to include coverage for the negligent acts or omissions of the Agency and the City. Such coverage shall also include a waiver of subrogation in favor of the Agency and the City, where allowed by law.
 2. All certificates shall name the Agency and the City of Jersey City as additional insureds, with the exception of the workers' compensation policy, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed.
 3. All of the Contractor's insurance coverage shall specifically include coverage for lot clean-up and maintenance services and shall contain a clause indemnifying and holding harmless the Agency and the City of Jersey City, and each of its officers, custodians, agents, servants and employees, from any and all liability of whatever nature arising from the work performed hereunder, including attorneys' fees and costs in connection with defending such claims.
 4. The presence of employees of the Agency on Agency Properties shall not invalidate the policy of insurance.

5. The policies shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement by the Contractor or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Contractor and to the Agency. This provision shall be included in endorsement(s) to the policies required herein.

C. Proof of Insurance. Before commencing the Services, the Contractor shall furnish the Agency with copies of all insurance policies required by this Contract, which shall show the type, amount, class of operations, effective dates, and expiration dates of such policies.

6. Notices. All notices, demands, requests, approvals and other communications required or permitted by this Agreement shall be in writing and addressed to the Agency or United Way, as the case may be, at its respective address set forth herein, or at such other address as the Agency or United Way may from time to time designate by written notice to the other party as herein required.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of law thereof. This Agreement is subject to and incorporates the provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, with pertinent provisions attached hereto as **Exhibit C**, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, *N.J.S.A. 10:2-1* through *N.J.S.A. 10:2-4*, with all amendments thereto, attached hereto as **Exhibit D**.

8. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned, and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile and/or scanned having the same legal effect as original signatures.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and United Way have entered into this Agreement as of the Effective Date.

WITNESSED

UNITED WAY OF HUDSON COUNTY

By: _____
Name:

By: _____
Dan Altilio
President

WITNESSED

JERSEY CITY REDEVELOPMENT AGENCY

By: _____
Name

By: _____
Diana Jeffrey
Executive Director

IN WITNESS WHEREOF, the Agency and United Way have entered into this Agreement as of the Effective Date.

WITNESSED

By: Carmel Delgado 11/30/2010
Name:

UNITED WAY OF HUDSON COUNTY

By: [Signature]
Dan Altilio
President

WITNESSED

By: [Signature]
Name
Jwamil Lano

JERSEY CITY REDEVELOPMENT AGENCY

By: [Signature]
Diana Jeffrey
Executive Director

EXHIBIT A

**PROPOSAL FOR PROPERTY MANAGEMENT AND SOCIAL SERVICES IN SINGLE-
SITE DEVELOPMENT FOR VETERANS**

United Way of Hudson County
Application Proposals
For
Property Management and Social
Services in Single-Site Development
For Veterans

Primary Respondent: Daniel A. Altilio, President

857 Bergen Avenue

Jersey City, New Jersey, 07306

daltilio@unitedwayhudson.org

201 434-2625

Secondary Respondent: Carmel Galasso, Director of Housing Services

857 Bergen Avenue

Jersey City, New Jersey 07306

cgalasso@unitedwayhudson.org

201-232-0968

STATEMENT OF INTEREST

**Veterans Program
665 Ocean Avenue
Jersey City New Jersey**

Statement of Interest

The United Way of Hudson County (UW) would like to be chosen as the organization to provide support services to the Veterans who reside at 665 Ocean Ave. UW would also like to be the property manager.

PROGRAM DEVELOPMENT & IMPLIMENTATION

UW has worked with the JCRDA during the development and implementation phases of the current program.

CURRENT PROGRAM

The UW has been the provider of services for the program from the inception.

For the past 12 years the UW has been a leader in the Hudson County Community in the fight to end homelessness. UW has been providing advocacy, housing and support services to the chronic homeless during that time. UW has also implemented the 211 Information and Referral Phone System helping all of Hudson's citizens to reach the social services they need.

UW believes that no veteran should be homeless. It is the hope of UW to continue as the service provider for the Veterans of 665 Ocean Ave. using the same successful program to deliver superior social services to meet the needs of our homeless Vets.

APPLICANT CAPACITY & EXPERIENCE

Application and Capacity of Experience

Our Mission

The United Way of Hudson County improves lives by mobilizing the caring power of our community to advance the common good.

Established in 1936, United Way of Hudson County envisions a world where all individuals and families achieve their human potential through education, income stability and healthy lives. Our staff, partners and volunteers are committed to ending the cycle of poverty by addressing homelessness, housing and hunger, and by giving our children and adults the skills they need to succeed in life. With the power to convene with public and private partners, United Way of Hudson County is a first responder for the big issues confronting our neighborhoods.

The United Way of Hudson County, (UWHC) is a community based 501 c (3) non-profit organization which has worked to improve the lives of the most vulnerable residents in Hudson County for 78 years. The UWCH is dedicated to ending homelessness in Hudson County and does so through mobilizing resources in local government and constant response to community need. The UWHC participates in the Hudson County Ten Year Plan to End Hopelessness. UWHC is an active member of the Hudson County Continuum of Care

The United Way of Hudson County (UWHC) has administered both Supportive Housing Program (SHP) vouchers and leasing dollars since 2007. Along with (3) other HUD Continuum of Care Grants all for the purpose of housing the chronically homeless. These grants, under the direction of the President (Daniel Altilio) and Director of Housing and Case Management (Carmel Galasso) have successfully housed individuals and families in 83 units across the Hudson County Area.

Additionally, since May 2017, UWHC acted as the social service provider for Veterans Residential Housing Development in Honor of Jaime Vazquez located at 665 Ocean Avenue, Jersey City, N.J. which has 8 units for individuals formerly homeless veterans.

In December 2016- July 2018, UWHC provided financial assistance under the Department of Community Affairs -Homeless Prevention and Rapid Rehousing Grant (HPRP) to 60 families at risk of becoming homeless, divert people who are applying for shelter into other housing and or help those who are experiencing homelessness to be quickly-re housed and stabilized.

Methods used in the HPRP program was to offer comprehensive case management services to assist program participants in stabilizing their housing situation. Case managers will work with participants to identify all areas which pose as a barrier to obtaining and sustaining permanent housing. Staff connected households with appropriate services to address those housing barriers.

Most individuals housed by UWHC are additionally coping with chronic substance abuse and or mental illness. Everyone is given a service plan and meets with caseworker to assure that they

keep their housing status. The caseworkers keep all necessary information of the clients in HMIS in a timely manner and make the necessary changes as needed to be compliant with the program.

In keeping with the notice that HUD has released, these programs provide permanent housing to the chronically homeless, which is current priority area of HUD, to help them keep track with the goals in the Strategic Plan to End Homelessness. UWHC and its programs work to provide the most relevant and necessary services by collaborating with community programs and by tailoring the services the household receive the actual needs of the clients.

Additionally, the United Way of Hudson County's President and CPO held positions on the following task forces that work towards the goal of ending homelessness:

- Governor's Housing taskforce for special needs and homelessness
- New Jersey Interagency Council on Homelessness and
- The NJ Coalition to End Homelessness

Please see the attached resumes for Daniel Atilio, President and CPO, Carmel Galasso Director of Housing and Case Management and James Gaston, caseworker.

Targeted Tenancy

The UWHC will target homeless veterans individuals with specific identified needs to live in a supportive community. UWHC will focus on the population who needs social services. These tenants will learn how to live independently and maintain housing with additional supportive series. Our support staff provides regular contact with the tenant during the day and evening hours, seven days a week. We will provide 24 hours on call services for emergencies.

Case Management

The Case Worker will work with individuals to determine the full scope of their needs and refer them to services within the community. The Case Worker is responsible for conducting a thorough assessment of needs and reassess this on a regular basis. Case worker and resident will work together to put mechanisms in place so that the resident becomes increasingly independent and self-sufficient.

UWHC aims to empower the tenant by providing services enriched housing and providing free, on site services. The provided services will be designed to emphasize resident involvement and empowerment and promote community stability. The supportive services program is designed to ensure that all tenants have access to the services they need to live a safe life in a wholesome environment. The case worker facilitates the process of linkage to appropriate services and provide direct service needed to strengthen self-sufficiently.

Service Program Provider Experience

In 2002 the UWHC began working with the Hudson County Continuum of Care, providing resources, collaboration and leadership at the planning table. The UWHC co-sponsored the first

Homelessness Summit at New Jersey City University. In 2002 the United Way formed the Hudson County Alliance to End Homelessness, which currently manages the Continuum of Care.

In 2005, the UWHC created an Emergency Shelter System for Homeless, which has won accolades from HUD, the state of NJ and an award from the State Association of Community Development Directors.

In 2006, the UWHC was awarded the county's first "Housing First" grant for 1.2 million dollars from the Continuum of Care. This grant provides housing and social services for 26 disabled individuals.

In 2011, the UWHC was awarded two more "Housing First" grants for \$36,295.00 from the Continuum of Care. This grant provides housing and United Way provides the social services for two families, each with single parents with children.

The second, another "Housing First" grant for \$776,344 from the Continuum of Care. This grant provides housing and social services for 55 disabled individuals.

The Housing First Grants successfully house 85 chronic homeless in scattered sites throughout Hudson County. These individuals have the support of a Case Manager and Caseworker who assist them in obtaining the permanent housing and all entitlements that will help them and encourage them to live independently within the community. Under the Director of Housing for the United Way, the program is the first and most important step in ending chronic homelessness. The second is providing a comprehensive array of support services.

In 2009 The UWHC was awarded four grants for Homeless Prevention and Rapid Rehousing (HPRP) The grants are from the City of Bayonne, Hudson County, Jersey City and the New Jersey Department of Community Affairs. Through these grants, UWHC has helped over 300 individuals to either relocate or prevented them from losing their housing. Through this process, The UWHC has taken on the role as a lead agency in this collaborative and works closely with partner agencies to ensure successful implementation of these grants. These grants successfully assist homeless households and those at risk of homelessness to regain housing stability and quickly exit the homeless service system.

In 2016 The UWHC was awarded another HPRP grant through the New Jersey Department of Community Affairs. Through this grant 60 individuals were either relocated or prevented them from losing their housing.

Carmel Galasso
857 Bergen Avenue
Jersey City, New Jersey
201 208-7695
Cgalasso@unitedwayhudson.org

Professional Experience

United Way of Hudson County, Jersey City, New Jersey
Director of Housing Services, October 2006- Present

- Supervisor for the Case Management of the Casework for the Veteran Program on 665 Ocean Ave.
- Facilitated the startup and set up of the Veteran apartments for 665 Ocean Ave.
- Manages and directs the Housing Department and Social Services programs.
- Collaborate with Hudson County on the 10-year plan to end Homelessness in Hudson County,
- Work with Community Leaders in areas directed for community development and homelessness.
- Oversee 3 HUD grant that houses 83 chronic homeless for support housing project
- Oversee 1 Federal, State, County and local grants: Homeless Prevention and Rapid Re-housing
- Oversees RFP vouchers for homeless for United Way Projects
- Serve as Speaker the Governor's Conference on homeless prevention, 2010
- Presenter Cooperation for Supportive Housing workshop, 2011
- Provide and promote outreach to other agencies on housing and homeless issues
- Work with consultants on budget issues.
- Working on and developing housing building plans in conjunction with the CEO.
- Oversee client chats; monitor a team of 3 people. Day to day work assignments

Catholic Community Services, Jersey City, New Jersey
Parish Access Center Program Manager, April 1996 to October 2006

- Identified, implemented, oversaw all service delivery in division: coordinated with and provided support for Parish Access Center across organization.
- Developed linkages and partnerships with parishes.
- Established relationships with Parish Leadership.
- Collaborated with Parishes to identify community needs and resources.
- Supported and oversaw Parish Access Center staff and office operations and budget.
- Planned, facilitated and presented workshops on issues of concern as identified by the Parish Community
- Supervised the reporting and collection of MIS data.
- Organized volunteer recruiter and program design for the Hudson County Division
- Served as trainer of Personal Enhancement workshop for employee in the agency
- Coordinated and published quarterly newsletter for the program
- Served as events Planner for the Hudson County Division
- Coordinated 9/11 casework/counseling and facilitation of funds for clients.
- Administered and facilitated the Hudson County Social Services Emergency Disaster Relief Grant
- Served and supported several committees and projects for Catholic Community Services

Adjunct Instructor

Saint Peter's College, Jersey City, New Jersey Fall Trimester 2004
Taught Sociology of Death, Dying, and Bereavement

Pershing, Jersey City, New Jersey

Retirement Plans Training Coordinator Associate, September 1995- March 1996

Scheduled classes and tracked the success of the program on both the individual and department level.
Creating and delivering training modules to Retirement Plan Associates.
Coordinated an educational program for 100 people.

Saint Peter's University Jersey City, New Jersey
Assistant Director of Campus Ministry July 1987-June 1995

Campus Liturgical Planning: Planned and coordinated all campus - wide Liturgical Celebrations: Supervised the activities of 30 student ministers. Planned programs and arranged decor for all liturgical events and seasons. Recruited and trained lectors, Eucharistic ministers, and musicians for all college liturgies.

Retreats: Emmaus Program Planned and organized off-campus weekend retreat programs for over 25-30 students. Responsibilities included the overall management of food and sleeping arrangements. Facilitated meetings, discussions and small group interactions. Acted as counselor, advisor, and resource person to students.

Pastoral Work: Served as Counselor, consultant and trainer to college community providing: Myers-Briggs Type Indicator training, R.A. Training, Student Orientation Leader, and Peer Educators training. Participated and provided valuable input for department's effectiveness by assessing and improving specific programs: Biannual Blood Drives, Christmas Toy Drive, Spiritual Theme weeks: Multicultural/gender awareness and AIDS awareness. Christian Unity, Lenten prayer and Speaker Series, Vision 2000: Prayer groups involving Faculty, Administration and Students. Implemented ministry of hospitality programs for community integration and outreach. Interacted with Public Affairs to provide pertinent information on office/campus events. Founder and Director of Kaleidoscope: a grief support group. Functioned as direct support person for people dealing with grief.

Special Programs/Saint Peter's College-Wide Committees:

Serve as a member of the following committees:
Board Regents Member -July 2011-present
President Alumni Board - September 2005- 2011
Alumni Board of Trustees (1987-1993), Executive Secretary and Treasurer.
Middle States Self Study Committee on Advancement
College Presidential Inauguration Committee and Jesuit Identity Committee- 2007
Participate on the Enrollment Management Department

Saint Aedan School, Jersey City, New Jersey
Guidance Counselor, September 1985-June 1987
Established the guidance office for grades 4-8. Provided individual counseling for students.

Elementary Teacher September 1979-June 1985
Taught grades 4-6. Developed and implemented school curriculum.

Membership: Catholic Charities USA, 1999-2006
St. Peter's University Alumni Board Member 2001-2007, President 2005-2011
St. Peter's University member of the Board of Regent. September 2011- present
Board Member for Hudson Hospice. September 2015- present

Awards: Mary T. Norton Congressional Award from the United Way, September 2003
St. Peter's College Distinguished Alumni Award, April, 2005
Italian Woman of the Year, October 2015

Computer Skills: Proficient in Windows, Power Point, SAGE, HMIS System, Internet, Outlook E-mail,

Education :Master of Arts, Adult Christian Community Development
Regis University, Denver, Colorado, May 1985

Bachelor of Arts in Education,
Saint Peter's University, Jersey City, New Jersey, May 1979

Certification: New Jersey State Permanent Certification in Elementary Teaching, K-8, and English, K-12
Bereavement facilitator, Archdiocese of Newark, Spring 2012
Protecting God's Children for Adults, May 15, 2018

References: upon request.

145 Clinton Ave
Jersey City, NJ, 07304
Cell (973)-454-8011
Jgaston525@gmail.com

James Gaston

Work experience:

2015-Present JCPD Jersey City Police Officer

- Patrol Streets to ensure safety in the Community
- Worked as plain clothes to conduct Investigations
- Work with the Stores, Home Owners & various agencies to empower the Community to work with the Police.

October 2008-Present United Way of Hudson County Jersey City, NJ Case Manager/Veterans Housing

- Works with Veterans to compile needs assessments and comprehensive service plans.
- One on One Session with Veterans.
- Monthly Group meetings with all Veterans in housing program.
- Assist with Financial Stability (Budgeting & Applying for Services)
- Collects rent & daily checks of the Building
- Monthly Progress Notes done on each Veteran
- Puts data into HMIS
- Connects with JCRA on building issues

Caseworker/ Supportive Housing Services

- Monitor the client's progress through scheduled office visits, home visits, phone contact as well as anticipating and dealing with crisis situations.
- Conduct timely service planning which involves counseling, goal setting, and identification and coordination of supportive services.
- Assist participants with completing lease agreements and obtaining other supportive documents such as identification, social security card, etc. as required by leasing agents/property
- Enter participant's information into the database in a timely matter and update as needed
- Social rehabilitation and vocational support services as appropriate
- Linkages to all community resources
- Crisis Intervention and Outreach
- Establish and maintain collaborative working relationships with homeless shelters and community resources
- Must be knowledgeable of HIPAA and Privacy Laws

Homeless Prevention and Rapid Rehousing Grant October 2009- Present

- Interview and prepare clients for financial assistances
- Prepared all documentation required to fill criteria of the grant.
- Prepare information and input into HMIS
- Worked with landlords to avoid client eviction
- Maintained client files
- Participate in discussions and meetings with the Division of Community Affairs for the State of NJ.

2004-2008 Bonnie Bras Liberty Corner, NJ
Assistant Supervisor/ ABC Facilitator

- Supervised staff and clients to maintain safety.
- Facilitated treatment groups.
- Assisted with treatment/discharge planning of residents.
- Facilitated clients and employees in ABC training.
- Created and set behavioral plans and interventions for residents.
- Supervised and distributed medication to clients.
- Responsible for organizing recreational activities for clients.
- Facilitated a hiking expedition on the Appalachian Trail

2003-2004 Wynona M. Lipman Hall Newark, NJ
Youth Worker

- Supervised clients to maintain safety.
- Created and set behavioral plans and interventions for residents.
- Facilitated treatment groups.
- Supervised and distributed medication to clients.
- Organized recreational activities for clients

2002-2003 Jersey City Dept. of Recreation Jersey City, NJ
Counselor

- Organized and Scheduled Activities for camping participants.
- Responsible for monitoring and serving youth during mealtime.
- Trained in First Aid and Safety First.

2000-2002 Federal Express Newark, NJ
Team leader/Clerk

- Supervised employees to perform a safe and successful operation
- Controlled the shipping and receiving of freight that comes in the building
- Processed orders and maintained all customer services functions
- Types documents from varied forms of copy
- Supervises directly or indirectly the establishment and maintenance of records and files.

Education:

Fairleigh Dickinson University
Teaneck, NJ

2010-Present
Public Administration

Hudson County Community College
Jersey City, NJ

2000-2001
Computer Technology

Caldwell College
NJ

1998-2000

Computer Science

Caldwell,

Computer Skills:

Proficient in Microsoft Office, Power Point,
HMIS Foothold Software, Internet, Outlook E-mail,

References Available Upon Request

Daniel Altilio

President and Chief Professional Officer
United Way of Hudson County
857 Bergen Avenue
Jersey City N.J. 07306
201.434.2625
DAltilio@UnitedWayHudson.org

Daniel Altilio is the President and Chief Professional Officer of the United Way of Hudson County (UWHC), a community-based 501 c (3) non-profit organization which has improved the lives of the most vulnerable residents in Hudson County, New Jersey, for 81 years. As a lifelong advocate for the homeless, Mr. Altilio has successfully evolved the UWHC into a recognized community leader in the efforts to increase homeless housing opportunities in Hudson County.

Born and raised in Hoboken, New Jersey, Mr. Altilio began his career at the United Way in 1996. Under his leadership, the agency manages numerous initiatives designed to end the cycle of homelessness and poverty: housing initiatives, including operating a direct housing program; leadership in community collaborations; advocacy; information services; and the mobilization of government and corporate funding resources.

Mr. Altilio has served on many local and state boards and commissions focused on solving homelessness. He served as a Co-chair of the 10 Year Plan Committee for Hudson County. In 2009, Governor Jon Corzine appointed him to the New Jersey Inter-agency on Homelessness.

A number of significant organizational accomplishments have solidified UWHC's commitment to ending homelessness. In 2002 UWHC co-sponsored the first Homelessness Summit at New Jersey City University and formed the Hudson County Alliance to End Homelessness. In the decade since, UWHC has successfully created an Emergency Shelter System for the Homeless, a program that has won accolades from United States Department of Housing and Urban Development (HUD) and the State of New Jersey, as well as an award from the State Association of Community Development Directors. Currently United Way operates a Homeless Veterans Program, houses over 200 Hudson residents who were chronically homeless or have AIDS, and sponsor a quality after-school program,

Prior to joining UWHC Mr. Altilio worked at Prudential Insurance/Pruco Securities in Lincoln Harbor, Weehawken for six years. In that role, he earned a Fellowship with the Life Underwriting Training Council and a NASD Series 6 License. Mr. Altilio was licensed in NJ for Life, Health, Disability, Property and Casualty lines of insurance.

An active member of the Hudson County Community, Mr. Altilio volunteers his time by serving on numerous non-profit boards; The Christ Hospital Community Advisory Group, The ARC of Hudson County, Christ Hospital Board of Directors, St. Francis Academy, The CarePoint Foundation and he is a member of the Jersey City Rotary Club. He has been

recognized over the past 2 decades with an impressive list of awards from local, state and international organizations.

Mr. Altilio attended St. Hyacinth Franciscan Seminary, Granby MA. He is married to Elisabetta Manzoni and they have 3 children.

BOARDS, COMMITTEES & AFFILIATIONS

Association Caggianese (Secretary)
Carepoint Health Foundation, (Chair of the Board)
Christ Hospital (Board of Directors)
Hoboken Italian Festival (President)
Hudson County Association of Retarded Citizens (Board Member)
Hudson County Alliance to End Homelessness (Member)
Hudson County Council of Social Service Agencies (Board Member)
Hudson County FEMA Board (Chairman)
Hudson County Habitat for Humanity (PAST Board Member)
Hudson County Homeless Trust Fund (PAST Board Member)
Hudson County Human Services Advisory Council (Member)
Hudson County 10 Year Plan to End Homelessness (Co-chair)
Hudson Cradle (PAST Board Member)
Jersey City Rotary (Member)
NAACP (Jersey City)
Partnership for a Drug Free NJ (Steering Committee Member)
St. Francis Academy (Board Member)
Societa' Madonna Dei Martiri (Officer)
NJ 211 Partnership (Member)
NJ Inter-Agency Council on Homelessness (Appointed by Governor 4/09)
New Jersey Housing Taskforce (Special Needs & Homelessness Committee)

AWARDS

In 2012 Daniel was honored by the Vatican in granting him a Knighthood to the Equestrian Order of the Holy Sepulcher of Jerusalem.

In 2015 St. Peter's University, The Jesuit University of New Jersey awarded Daniel a Doctorate of Humane Letters, HC.

2016
Hudson County Sports Hall of Fame
Marty Seglio Community Service Award

2015
Saint Peter's University
Doctorate of Humane Letters, H.C.

The Jersey City Columbus Day Parade
Grand Marshall

The Lincoln Association of Jersey City
"Malice towards none, with Charity to all" Award

2013
Hudson County Chamber of Commerce
Legends Award

2012
Resurrection School
Peacemaker Award

PERC Homeless Shelter (Union City)
Community Service Award

Vatican/Holy See Knighthood
Equestrian Order of the Holy Sepulcher of Jerusalem

Bayonne Jewish Community Center
Honoree

2010
Habitat for Humanity of Hudson County
Distinguished Service Award

Jersey City Rotary International (Daybreak)
Community Service Award

Hoboken Family Planning
Honoree

New Jersey Association of Retarded Citizens (ARC)
Spirit of the ARC Award

Association of Retarded Citizens, Hudson County
Community Service Award

PROGRAM DESCRIPTION

Program Description

Supportive Services

This program is to serve the 8 veterans in 665 Ocean Ave housing. These services will help the veterans to regain independence in living in permanent supportive housing and to assist to help them be part of the community. United Way of Hudson County (UWHC) will target homeless Veterans Individuals, with specific identified need to live in a supportive community. These tenants were previously unable to live independently and maintain housing without additional supportive services. UWHC will provide 24 hours on call services for emergencies.

Case Management: The Case Manager will work with individuals to determine the full scope of their needs and refer them to services within the community. The Case Manager is responsible for conducting a thorough assessment of needs and reassesses this on a regular basis. Case Manager and resident will work together to put mechanisms in place so that the resident becomes increasingly independent and self-sufficient.

UWHC aims to empower the tenant by providing service enriched housing and providing on site services. The provided services will be designed to emphasize resident involvement, empowerment and promote community stability. The supportive services program is designed to ensure that all tenants have access to the services they need to live a safe life in a wholesome environment. The case manager facilitates the process of linkage to appropriate services and provides direct service needed to strengthen self-sufficiently.

Social service shall include, but not be limited to, the following:

Needs Assessment

Service Plan

Job coaching and training

Application support for mainstream resources and entitlements

Life skill and financial literacy counseling

Tenant involvement meetings

Program evaluation

Linkage to Health Care

Social Events

Linkage to Health Care

The veterans may already have health care through the VA hospitals in the area.

There are wide ranges of services in Hudson County and the surrounding areas to address the medical needs of the community.

Metropolitan Family Health Network which is in the United Way building location at 857 Bergen Ave provides access to both medical and social service. Metropolitan Family Health Network remains dedicated to its mission of making high quality, affordable, primary care services and programs accessible to the people of Hudson County especially those who are unserved and uninsured, under-insured and homeless regardless of their ability to pay.

Mainstream Resources

The Case manager will be responsible for ensuring those tenants are receiving all mainstream resources and entitlements for which they are eligible. This is part of the ongoing assessment process, and accessing the resources becomes part of the comprehensive service plan. This includes applying for Social Security, GA and Medicaid.

Life Skills and Household Management Program

A variety of individual and group counselling sessions may be held on-site, at no cost to resident. Individual financial counseling and assistance in stabilizing and maintaining a household budget will be provided for tenants who are late in their rent payments. Budget counseling will be offered to assist tenant in their day to day financial literacy.

Tenant Engagement Plan

Tenants participate in housing meetings and play an active role in the development of systems and processes tenant input in key to program success. All new tenants are informed of the rules and policies of the program and are advised of the venues for expressing their opinions and concerns about the programs. Tenants are required to attend the monthly housing meetings.

Program Evaluation

There will be a comprehensive evaluation to determine the effectiveness of the social services. There will be mechanisms in place to measure program performances.

Supervision: The President of United Way and the Director of Housing will act as supervisors for the program. The Director of Housing will meet weekly with the case manager to discuss the progress of the program. The Director will also review all reports that will be submitted and follow up with any issues. The Director will be the liaison between the UWHC and JCRA.

The Director of Housing will submit monthly reports to the JCRA's Executive or his or her designee.

Comprehensive Service Plan (see enclosed)

Consumer Satisfaction Survey (see enclosed)

COMPREHENSIVE CASE MANAGEMENT

Policy:

Comprehensive case management services shall be available to each client to assist in achieving his or her individual goals and improving his or her quality of life.

Procedure:

1. Assignment of Case Manager

During the first week in the program, the case managers will be assigned to clients to assist in meeting clients areas of needs.

2. Regular Case Manager/Client Meetings

Case manager and client will establish a meeting schedule that is conducive to both parties associated with the Housing Program. Additional contacts will also be made on an as needed basis.

3. Date of Move -In

Moving into a new apartment requires some transition and may cause some anxieties. Case managers are encouraged to meet with their case manager to share pertinent information, as well as receive an orientation to the amenities within the facility and/or the community. This meeting will lay the foundation for future engagement with the clients.

4. Case Manager Responsibilities

The case manager shall:

1. Introduce him/herself to the client on the day of admission into the program and attempt to open communications.
2. Discuss confidentiality and exceptions with the client.
3. Review program and agency operations and programming.
4. Review and reinforce the client's level of understanding of rules and procedures.
5. Discuss the client's concerns and needs, initiating problem, and problem solving techniques.
6. Complete Client Emergency Contact form.
7. Review potential areas of concern including:

- a) Mental health: symptoms, understanding of illness, medication responsibilities;
 - b) Substance abuse: patterns of use, past successful treatment modalities, program requirements;
 - c) Interpersonal/Family relationships: client's interest, if any, in pursuing re-unification with family or notifying family of whereabouts;
 - d) Educational/vocational aspirations;
 - e) Medical: immediate needs such as HIV care, dental care and any specific nutritional needs;
 - f) Legal issues including wishes as to end term care, advance directives, guardianship and parole requirements
 - g) Financial: program fees, rent, budgeting issues.
8. Discuss and develop client's supportive services within 7 days. The client reserves the right to accept, change or ignore the advice of the case manager regarding the Individual Service Plan (ISP). At any time during the program, each client has the right to review and/or change his/her plan with the assistance of staff.
 9. Obtain HMIS and the Individual Services plan every Three (3) months from start date.
 10. Obtain monthly rental receipts and all other documentation needed
 11. Provide individual counseling and group counseling. Provide emotional support and encouragement along with accurate and honest feedback.
 12. Meet with client regularly and jointly evaluate progress, resolution and difficulty obtaining goals.
 13. Assist client in identifying positive leisure activities in community.
 14. Assist client in identifying appropriate visitors and/or visit hours.
 15. Assist and educate client to be able to make appropriate contacts with community resources. Teach client to be able to advocate for self to secure necessary services
 16. Coordinate transportation for client's medical appointments, court dates, meetings with referring agents and any other necessary meetings.
 17. Assist in planning discharge and after care plan when necessary.

UNITED WAY OF HUDSON COUNTY SUPPORTIVE HOUSING PROGRAM

Annual Tenant Satisfaction Survey

This survey is being distributed as part of Supportive Housing Program Evaluation process, which helps United Way of Hudson County distribute funding to homeless service programs like the one you are involved in. Agencies applying for funding are expected to distribute this survey to clients within their programs to gain anonymous feedback. We thank you in advance for taking the time complete this. We hope that you find this survey as an opportunity to give valuable feedback to the program.

PLEASE CHECK OFF ONLY 1 (✓) CHECKMARK PER QUESTION

		Agree	Disagree	Neither Agree or Disagree
1.	I have an opportunity to talk to staff about my needs.			
2.	I feel that program staff responds to my needs.			
3.	I set goals and discuss them with program staff.			
4.	I feel that the program is helping me make progress towards my goals.			
5.	If I need something not offered by the program, staff helps me find what I need.			
6.	I am informed about my rights in this program.			
7.	If I have a problem with a staff member or a program decision, I know how to appeal or file a grievance.			
8.	I understand the program rules and guidelines.			
9.	I understand what is expected of me in order to remain in the program.			
10.	I feel that the information I share with staff is kept confidential.			
11.	I have the chance to speak to a staff member in my language or bring a translator.			

Updated 4/9/19

UNITED WAY OF HUDSON COUNTY
SUPPORTIVE HOUSING PROGRAM
PLEASE PRINT CLEARLY AND ANSWER QUESTIONS AS BEST AS POSSIBLE

12.	Would you change something about the program? If so, what would it be?
13.	What do you like about the program?
14.	How has this program helped you? For example: safe, independence, stable, and confident

PROPERTY MANAGEMENT

The United Way of Hudson County will manage the property that houses the Veteran's Program at 665 Ocean Ave., Jersey City. The United Way has acted as a partner to the JCRA in the development, construction and 1st year of the program. As such, many of the property management services listed in the RFP are already being facilitated by UW; rent collection, tenant maintenance requests, maintenance of lease records, maintaining common areas, tenant relations and coordination of various inspections. In the past the United Way has performed these duties and has not sought compensation.

The United Way of Hudson County will provide overall arrangements and administration of the rental assistance. In addition, the United Way of Hudson County has a fulltime plant Facilities Manager-Curtis Dupree, who has 25 years of experience. The Facilities Manager oversees the day to day maintenance of the building.

The Facilities Manager maintains smooth operations of the establishment. Responsibilities include:

- Access the current condition of electrical, air conditioning, plumbing and other essential facilities and equipment
- Maintain accurate records of condition of equipment and other systems in the building
- Create a schedule of regular evaluations of the facilities
- Create a schedule for vendors for repairs and for snow removal.
- Development of policies and procedures that affect the use of supplies and facilities
- Initiate interventions to solve problems in the facilities
- Develop a system for cleaning, repair and maintenance of facilities
- Ensure the safety of the building or establishment from fire, flood and other hazards.

- Maintaining the efficiency and good working condition of the facilities
- Coordinate with the upper management on your issues.

The United Way of Hudson County will provide through property management residing at the 665 developments but not limited to the following:

Rent Collection: Collect rent money orders from tenants and deliver them to JCRA the 10th of every month. Tracking and document rent payment system to be developed.

Leases: Execute and maintain leases: execute leases with the tenants, renew leases when lease period ends and recertify income and leases.

Repairs: serve s the first pint of contact for tenant maintenance requests and emergency repairs and communicate repairs request to JCRA.

Alarm System: act as the primary contact for the housing fire alarm and other alarm systems.

Lockouts: Act as the primary contact for tenants when they become locked out of their apartments.

Inspections: Tenant Relations, coordination of annual DCA and City inspections.

PROPERTY MANAGEMENT EXPERIENCE

HEADQUARTERS: The United Way of Hudson County owns 2 buildings; 855 Bergen Ave. since 1973 and 857 Bergen Ave. since 1969. Both properties have tenants. It has been the sole responsibility of the United Way for the management of the property and the services that that entails. These services include;

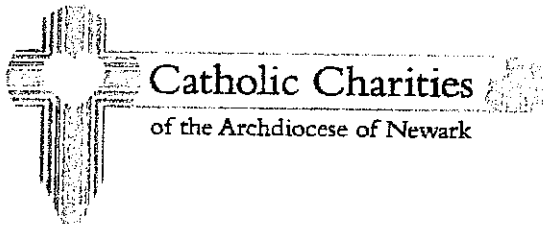
- Cleaning
- Capital Improvements

- Rent Collection
- Lease Maintenance
- Maintenance Requests
- Inspections
- Repairs, Large and Small
- Parking Facilities

LEASED and RENTAL PROPERTIES: For the past 11 years the United Way has had the good fortune to be the recipient of HUD grants to house the homeless throughout Hudson County. Currently, there are 85 clients in these programs and their housing is arranged and maintained through this office. Some of the services provided by United Way for this program include;

- Tenant/Landlord Relations
- Leasing Apartments
- Renting Apartments
- Rent Collection
- HUD Apartment Inspections
- Furnishing and Apartment Cleanout
- Tenant Meetings

REFERENCES



Office of the Chief Executive Officer

October 7, 2020

Dear Grant Committee Member:

The United Way of Hudson County (UWHC) has informed me of their intent to submit an application in response to Jersey City Redevelopment Agency's Request for Proposals for Property Management and Social Services in Single- Site Development for Veterans.

UWHC and Catholic Charities of the Archdiocese of Newark (CCAN) have had the opportunity to collaborate on many projects for the most marginalized people in our community. Currently UWHC and CCAN are working with the Department of Community Affairs of the State of New Jersey on a Rapid Re-Housing and Homeless Prevention Grant.

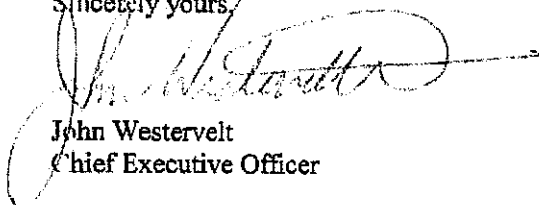
The United Way of Hudson County's mission is to improve the lives of women, men and children in the community by mobilizing the caring power of our leaders in government, not profit and corporate sectors, so that they may have their most impact on improving the quality of life in our community. Since 1936, the United Way of Hudson County has improved lives by mobilizing the caring power of our community to advance the common good.

Catholic Charities serves over 76,000 individuals annually, living in Bergen, Essex, Hudson and Union Counties. We serve the least of our brothers and sisters, particularly those who feel the negative impact of poverty. Catholic Charities is a current provider of services for veterans and their families in Hudson County, as funded by the Veterans Administration.

Hudson County is one of the most diverse areas in the United States. Our 14.7% poverty rate is the third highest in New Jersey. As the gateway to America, 42.8% of our residents are foreign born and 59% of our families do not speak English at home. With rising costs, many people simply cannot make ends meet. Catholic Charities is aware that UWHC is already the social service provider and part of the startup for the project. We are glad to share a collaborative relationship and hope to continue working together with UWHC to provide support for what are the most vulnerable residents in our community.

If you have any questions or require additional information, please do not hesitate to contact me at 973-596-3984.

Sincerely yours,



John Westervelt
Chief Executive Officer

October 16, 2020

Dear Grant Committee Member

I am pleased to write this letter in support of the United Way of Hudson County for its renewal application submitted for 8 housing units with supportive services for homeless veterans at 665 Ocean Avenue in Jersey City.

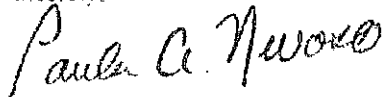
There is a growing need in our community to provide affordable housing with comprehensive services, particularly for homeless veterans. The United Way of Hudson County has been a leader in providing responsive and accountable homeless prevention and supportive housing services within the community for many years.

The United Way of Hudson County improves lives by mobilizing the caring power of our community to advance the common good. Established in 1936, United Way of Hudson County envisions a world where all individuals and families achieve their human potential through education, income stability and healthy lives. Our staff, partners and volunteers are committed to ending the cycle of poverty by addressing homelessness, housing and hunger, and by giving our children and adults the skills they need to succeed in life. With the power to convene with public and private partners, United Way of Hudson County is a first responder for the big issues confronting our neighborhoods. All of the veterans who have moved into housing there have been stable and successful in integrating into the community. The United Way of Hudson County has provided support services since the inception of this housing program.

The CarePoint Foundation has collaborated on projects with the United Way of Hudson County. The foundation believes that no veteran should be homeless. The work of United Way and CarePoint speak true to both missions. One of the core values is **Community Impact**. We take care of Hudson County. We work to create positive outcomes by investing both financial resources and human resources in organizations that are equally committed to the health and vitality of the communities we serve. The CarePoint Foundation has co-sponsored with United Way of Hudson County in their May golf outing entitled "Golf for our Veterans."

CarePoint Foundation looks forward to our ongoing collaboration with United Way of Hudson County on this project and we are very grateful to partner with United Way.

Sincerely,



Paula A. Nevoso
President



GARDEN STATE EPISCOPAL

Community Development Corporation

October 5, 2020

To Whom It May Concern:

I am pleased to write this letter in support of the United Way of Hudson County for its renewal application submitted for 8 housing units with supportive services for homeless veterans.

There is a growing need in our community to provide affordable housing with comprehensive services, particularly for homeless veterans. The United Way of Hudson County has been a leader in providing responsive and accountable homeless prevention and supportive housing services within the community for many years.

Garden State Episcopal CDC has collaborated on many projects with the United Way of Hudson County. As part of the Hudson County Continuum of Care (CoC), Garden State Episcopal CDC is designated as the Coordinated Entry Program for Hudson County. GSE CDC has made referrals for all 8 units of the 655 Ocean Ave Project since the project started. All of the veterans who have moved into housing there have been stable and successful in integrating into the community. The referral process is seamless and the quality of services provided by United Way has been excellent.

Garden State Episcopal CDC looks forward to our ongoing collaboration with United Way of Hudson County on this project and we are very grateful to partner with United Way.

Sincerely,

Susan Milan

Susan Milan

Director, Division of Supportive Housing and Social Service Programs

Building Strong Communities

514 Newark Ave • Jersey City NJ 07306 • P:(201) 209-9301 • F:(201) 659-1028 • www.gsecdc.org

OTHER INFORMATION

A copy of the check submitted for the Application Fee

1620

UNITED WAY OF HUDSON COUNTY

857 BERGEN AVENUE
JERSEY CITY, NJ 07306

Provident BANK
100 Wood Ave South • Iselin, NJ 08830
55-7230/2212

Collect Check Here
Deposit for Business

10/13/2020

PAY TO THE
ORDER OF Jersey City Redevelopment Agency

\$ **50.00

Fifty and 00/100

DOLLARS

Jersey City Redevelopment Agency



Louis Pardo

AUTHORIZED SIGNATURE

MEMO

RFP Fees 2020

⑈001620⑈ ⑆221272303⑆ 9806⑈0087⑈8⑈

UNITED WAY OF HUDSON COUNTY

Jersey City Redevelopment Agency

RFP Fees 2020

10/13/2020

1620

50.00

PROVIDENT OPERA RFP Fees 2020

50.00

UNITED WAY OF HUDSON COUNTY

Jersey City Redevelopment Agency

RFP Fees 2020

10/13/2020

1620

50.00

PROVIDENT OPERA RFP Fees 2020

50.00

FEE PROPOSAL

2019-2020 Budget Worksheet		
Case Work	\$	39,000.00
Supervisor	\$	6,000.00
Data Collection & Entry	\$	2,000.00
Meetings & Travel	\$	3,000.00
Supplies	\$	1,000.00
SUBTOTAL	\$	51,000.00
10% Admin	\$	5,100.00
TOTAL SERVICES	\$	56,100.00

PROPERTY MANAGEMENT \$ 6,500.00

CONTRACT TOTAL \$ 62,600.00









APP. APPROVED \$ 0.00

REQUIRED DOCUMENTS AND FORMS

RESPONDENT'S CHECKLIST

This Respondent's Checklist is a statutorily mandated form, the purpose of which is to list those documents and information forms, certifications and other documents that the Library requires each Respondent to submit. This form lists each of the items required to be submitted with the proposal, and a place for the Respondent to indicate, by initialing each entry, that the Respondent has included those required items with the completed proposal. Each Respondent shall complete this form, and submit it with the proposal, in addition to those documentary and informational forms, certificates and other documents that are listed.

Initials:

1.  Written proposal (including, without limitation: company details, statement and explanation of qualifications, of experience, personnel listings/CV/resumes of key employees and staff, pricing schedule, etc.)
2.  Ownership Disclosure Statement
3.  Non-Collusion Affidavit
4.  Acknowledgment of Receipt of Addenda
5.  Disclosure of Contributions to New Jersey Election Law Enforcement Commission
6.  Investment in Iran Disclosure Form
7.  Business Registration Certificate
8.  This Respondent's Checklist


Respondent's Signature

Daniel Altiglio
Name of Respondent Printed or Typed

SCHEDULE A

OWNERSHIP DISCLOSURE STATEMENT

STOCKHOLDER OR PARTNERSHIP DISCLOSURE STATEMENT

Respondents must comply with Chapter 33, Public Laws of 1977 (N.J.S.A. 52:25-24.2), requiring corporate and partnership Respondents for State, County, Municipal or Authority Contracts to submit a list of names and addresses of all stockholders owning ten percent (10%) or more of their stock of any class, or in the case of a partnership, the names and addresses of those partners owning ten percent (10%), or greater interest therein.

Check the box that represents the type of business organization:

☐ Partnership
☐ Limited Partnership
☐ Subchapter S Corporation
☒ Corporation 501 c 3
☐ Limited Liability Corporation
☐ Sole Proprietorship
☐ Limited Liability Partnership

Check the appropriate paragraph:

____ I certify that the list below contains the names and home addresses of all stockholders holding ten percent (10%) or more of the issued and outstanding stock of the undersigned (partnership/corporation).

☒ I certify that no one stockholder owns ten percent (10%) or more of the issued and outstanding stock of the undersigned (partnership/corporation).

Authorized Signature: [Signature]

Name of Signatory: Daniel Altiglio

Title of Signatory: President

Company Name: United Way

If there are no stockholders or partners owning a ten percent (10%) or greater interest therein, insert the word "NONE" below.

STOCKHOLDERS

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

Name: _____
Home Address: _____
Percentage of Ownership _____

The United Way of Hudson County is a 501 c 3 non-profit organization serving Hudson County since 1936.

See current Board of Directors on the following page.

	First Name	Last Name	Title
Mr.	Ruddys	Andrade	Director, Community Relations
Mr.	Timothy	Babjak	Regional Vice President
Mr.	Jerome	Colwell	Messenger
Mr.	Joseph	DeSciscio	RETIRED
Mr.	Thomas	Dowling	Business Manager
Mr.	James	Egan	President
Hon.	Cataldo	Fazio	Managing Attorney
Mr.	Perry	Florio	Attorney
Mr.	Salvatore	Grasso	CPA/Owner
Dr.	Carol	Grasz	RETIRED
Mr.	Ronald	Greco	President
Mr.	Glenn	Greten	RETIRED
Ms.	Pamela	Hope	Division Manager
Hon.	E. Junior	Maldonado	Hudson County Clerk
Ms.	Ann	McGovern	RETIRED
Hon.	Angela	McKnight	CEO&Founder/Assemblywoman
Mr.	James	Miller, Jr.	Chief Information Officer
Mr.	Richard	Myrlak	Board Secretary
Ms.	Barbara	Netchert	
Mr.	Frank	Nilan	RETIRED
Dr.	Howard	Parish	RETIRED
Ms.	Wendy	Paul	Community Engagement & Relations Specialist
Mr.	Kevin	Potter	Managing Director
Ms.	Joan	Quigley	CEO
Ms.	Michelle	Richardson	Executive Director
Mr.	Ladisloa (Leo)	Rodriguez	Consumer
Hon.	Frank	Schillari	Hudson County Sheriff
Ms.	Dianne	Vasquez	Coordinator
Mr.	Gary	Wagner	General Counsel & Secretary
Mr.	Konstantin	Yusipov	Area Manager, VP

SCHEDULE B

NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY:

SS:

COUNTY OF Hudson

United
Way

I, Daniel Altilio of the United Way of Hudson CO in the County of Hudson,
and the State of New Jersey, of full age, being duly sworn according to the law on my oath, depose
and say that:

I am President and CPO of the firm of United Way of Hudson County, the Respondent
submitting the proposal for the contract involving the provision of property management and social
services to the **Jersey City Redevelopment Agency**, and I executed the said proposal with full
authority to do so. I have not, directly or indirectly, entered into an agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive process in connection with
this procurement. All statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the **Jersey City Redevelopment Agency** will rely
upon the truth of the statements contained in said proposal and in this affidavit in the review of
said proposal and the award of the contract.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such contract upon an agreement or understanding for a commission, percentage,
brokerage, or contingent fees, except bona fide employees or bona fide established commercial or
selling agencies maintained by United Way of Hudson County.

(Name of Respondent)

Authorized Signature: [Signature]

Name of Signatory: Daniel A. Altilio

Title of Signatory: President and CPO

Company Name: United Way of Hudson County

Company Address: 657 Bergen Ave

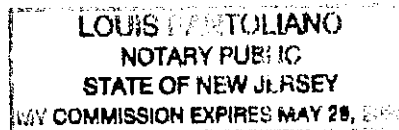
Jersey City, New Jersey 07306

Telephone: 201-434-2625

Date: 10/8/2020

Subscribed and Sworn to before me
this 8 day of October, 2020

[Signature]
Signature of Notary Public



SCHEDULE C

**ACKNOWLEDGMENT OF
RECEIPT OF ADDENDA**

JERSEY CITY REDEVELOPMENT AGENCY
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Respondent hereby acknowledges receipt of the following Addenda:

<u>REFERENCE NUMBER OR TITLE OF ADDENDUM OR REVISION</u>	<u>Date Received</u>
First Amendment To Contract	7/30/19
No. 1808-DAL5	

No addenda were received:

Acknowledged for: Daniel Altilio / United Way of Hudson Co.
(Name of Respondent)

By: [Signature]
(Signature of Authorized Representative)

Name: Daniel Altilio
(Print or Type)

Title: President

Date: 9-12-19

United Way of Hudson County acknowledges the receipt of addenda dated July 30, 2019. The additional term is for a maximum of three months.

SCHEDULE D

POLITICAL CONTRIBUTION DISCLOSURE FORM

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." (N.J.S.A. 19:44A-20.26(b)) The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

SCHEDULE E

RESPONDER'S DISCLOSURE – INVESTMENT IN IRAN

Veterans Residential Housing Development – 665 Ocean Avenue

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY, DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230, TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

SOLICITATION #

VENDOR/BIDDER:

PART 1
CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

OR



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE NO.:

Attach Additional Sheet if Necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and my attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of any agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Daniel A. Altilio President and CPO
Print Name and Title

10/9/2020

Date

SCHEDULE F

BUSINESS REGISTRATION CERTIFICATE

Attach a copy of Respondent's business registration certificate to proposal.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: UNITED WAY OF HUDSON COUNTY
Trade Name:
Address: 855 BERGEN AVE
JERSEY CITY, NJ 07306-4405
Certificate Number: 0391117
Effective Date: July 01, 1966
Date of Issuance: October 08, 2020

For Office Use Only:
20201008121615096

EXHIBIT B

**JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS RESOLUTION 20-11-13**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
CONTRACT WITH UNITED WAY OF HUDSON COUNTY FOR
PROPERTY MANAGEMENT AND SOCIAL SERVICES AT 665
OCEAN AVENUE WITHIN THE JACKSON HILL
REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body established by 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 the Veterans Residential Housing in Honor of Jaime Vazquez (the "**Development**") located at 665 Ocean Avenue, Jersey City, New Jersey 07305 within the Jackson Hill Redevelopment Area, as set forth more particularly in the Jackson Hill Redevelopment Plan (the "**Redevelopment Plan**"), which Development houses formerly homeless veterans; 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 issued a Request for Proposals for Property Management and Social Services in Single-Site Development for Veterans (the "**RFP**") pursuant to the competitive contracting process set forth in the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), including but not limited to *N.J.S.A. 40A:11-4.3*; and

WHEREAS, in response to the RFP, United Way of Hudson County ("**United Way**") submitted the only Proposal for Property Management and Social Services in Single-Site Development for Veterans, dated October 23, 2020 (the "**Proposal**") received by the Agency; and

WHEREAS, the Agency formed an evaluation committee (the "**Evaluation Committee**") to review the proposals; and

WHEREAS, the Evaluation Committee reviewed the Proposal and counsel for the Agency prepared a report in accordance with *N.J.S.A. 40A:11-4.5(d)* (the "**Evaluation Report**") evaluating the Proposals and, in accordance with the RFP terms, recommending the award of a contract to United Way; and

WHEREAS, the Agency wishes to authorize the award of a contract to United Way in a total not-to-exceed amount of Sixty-Two Thousand Six Hundred Dollars (\$62,600.00) to perform the Property Management and Social Services for the Development, based on the terms and conditions set forth in the RFP and the Proposal, for a one-year term commencing on December 1, 2020 and ending on November 30, 2021; and

WHEREAS, in accordance with the RFP, the term of the contract awarded herein may be extended for up to four (4) additional periods of up to one (1) year each in accordance with the rates set forth in the Proposal for such optional extension periods; and

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

WHEREAS, notice of the award of the contracts shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-4.5(g)*,

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 award of a contract to United Way in a total not-to-exceed amount of Sixty-Two Thousand Six Hundred Dollars (\$62,600.00) to perform the Property Management and Social Services for the Development, based on the terms, conditions and rates set forth in the RFP and the Proposal, for a one-year term commencing on December 1, 2020 and ending on November 30, 2021, which term may be extended for up to four (4) additional periods of up to one (1) year each in accordance with the rates set forth in the Proposal for such optional extension periods.

Section 3. The Executive Director is hereby authorized to negotiate and execute an agreement to effectuate this contract award, in consultation with counsel.

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

Section 5. Except as expressly authorized herein, all other terms and conditions of the Agreement shall remain the same.

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 November 10, 2020.


Diana H. Jeffrey, Secretary

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

EXHIBIT C

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.* are incorporated herein, including but not limited to the following provisions:

1. During the performance of this contract, the contractor agrees as follows:

a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth the provisions of this nondiscrimination clause.

b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

c. The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

2. The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

3. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

4. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

5. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

EXHIBIT D

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of *N.J.S.A. 10:2-1 et seq.* are incorporated herein:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.



UNITWAY-01

GODONNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Nelson & Ward Company 454 Morris Avenue Suite 1 Springfield, NJ 07081	CONTACT Esther Ryniewicz PHONE (A/C, No, Ext): (973) 379-7270 E-MAIL ADDRESS: elugin@nelsonward.com FAX (A/C, No): (973) 379-5077
INSURED United Way Of Hudson County Inc. 857 Bergen Avenue Jersey City, NJ 07306	INSURER(S) AFFORDING COVERAGE INSURER A: Selective Fire & Casualty Insurance Company NAIC # 14377 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE X OCCUR		S 2028810	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 20,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 3,000,000
						PRODUCTS - COMP/OP AGG \$ 3,000,000
						OTHER: \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$
	DED RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

CERTIFICATE HOLDER Jersey City Redevelopment Agency 66 York Street, 3rd Floor Jersey City, NJ 07302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Esther Ryniewicz</i>
---	---

ACORD 25 (2016/03)

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Item # 11

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE
DESIGNATION OF DEVILS ARENA ENTERTAINMENT LLC AS
THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK
10601, LOT 41, COMMONLY KNOWN AS THE LOEW'S JERSEY
THEATRE, 54 JOURNAL SQUARE PLAZA, 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 designated that certain area known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment; and

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

WHEREAS, certain property identified on the City's tax maps as Block 10601, Lot 41, commonly known as Loew's Jersey Theatre, 54 Journal Square Plaza (the "**Property**"), is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 21-SP02-1-1 adopted on February 22, 2021, the Agency conditionally designated Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment LLC (collectively, the "**Redeveloper**") as redeveloper of the Property, which designation is set to expire; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until September 30, 2022, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

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

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until September 30, 2022, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 2021.

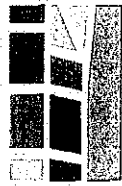

Diana H. Jeffrey, Secretary

<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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

COMMISSIONERS

Hon. DANIEL RIVERA
CHAIRMAN
EVELYN FARMER
VICE CHAIR

DONALD R. BROWN
DOUGLAS CARLUCCI
ERMA D. GREENE
DARWIN R. ONA
Hon. DENISE RIDLEY



JERSEY CITY
REDEVELOPMENT AGENCY

EXECUTIVE

DIANA JEFFREY
EXECUTIVE DIRECTOR

JOSEPH P. BAUMANN, JR.
GENERAL COUNSEL

STEVEN M. FULOP
MAYOR

September 1, 2021

Jonathan Fascitelli
25 Lafayette Street
Newark, NJ 07102

Re: Loew's Jersey Theatre

Dear Mr. Fascitelli,

Please be advised that the Jersey City Redevelopment Agency has extended the designation of Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment, LLC, as redeveloper of property located in Block 10601, Lot 41, commonly known as Loew's Jersey Theatre, 54 Journal Square Plaza, in the Journal Square 2060 Redevelopment Area. Said designation is extended for a period of 30 days and will expire on September 30, 2021.

If you have any questions, please feel free to contact Robert Napiorski of my staff at (201) 761-0830 or rnapiorski@jcnj.org.

Sincerely,

DIANA H. JEFFREY
Executive Director

RGN/m

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
DESIGNATING A CONDITIONAL REDEVELOPER OF
PROPERTY IDENTIFIED AS BLOCK 10601, LOT 41,
COMMONLY KNOWN AS THE LOEW'S JERSEY
THEATRE, 54 JOURNAL SQUARE PLAZA, WITHIN THE
JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

WHEREAS, the City of Jersey City (the "City"), in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law") has enacted a redevelopment plan entitled the "Journal Square 2060 Redevelopment Plan" in order to effectuate the redevelopment of the property identified therein (as amended and supplemented from time to time, the "Redevelopment Plan"); and

WHEREAS, Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment LLC (collectively, the "Redeveloper") proposes to redevelop that certain property within the Journal Square 2060 Redevelopment Area identified in the Redevelopment Plan as a Block 10601, Lot 41 on the official tax maps of the City, commonly known as the Loew's Jersey Theatre, 54 Journal Square Plaza (the "Property"); and

WHEREAS, the City is the owner of the Property; and

WHEREAS, on June 11, 2020, the Jersey City Redevelopment Agency (the "Agency") and the City issued a Request for Proposals for the Redevelopment of the Loew's Jersey Theatre (as amended and supplemented, the "RFP"); and

WHEREAS, the Agency received three proposals and selected the Redeveloper among such proposals based upon, among other things, their proposed work plan, financing capabilities, demonstrated experience and expertise; and

WHEREAS, the Redeveloper proposes to develop a "gold-standard" historic rehabilitation of the Property to make the Loew's Jersey Theatre an unparalleled arts destination in the region, which will include major upgrades and comprehensive renovations to the building, as well as improvements to landscaping surrounding the site and after rehabilitation, fully operate and maintain the Loews Jersey Theatre through a long-term lease agreement with the City which shall include lease payments and revenue sharing (the "Project"); and

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

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. Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment LLC, is hereby designated as the conditional Redeveloper of the Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2021, unless extended for an additional period of no more than (30) days by the Executive Director in her sole discretion.

Section 3. If, by August 31, 2021, or such later date as established by the Executive Director in accordance with Section 2 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment LLC, as conditional Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the 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 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 Special Meeting of February 22, 2021.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN AGREEMENT PURSUANT TO THE UNIFORM SHARED SERVICES AND CONSOLIDATION ACT, *N.J.S.A. 40A:65-1 ET SEQ.*, WITH THE CITY OF JERSEY CITY FOR DEMOLITION AND OTHER SERVICES FOR THE PROPERTY IDENTIFIED AS BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 PATHSIDE/25 JOURNAL SQUARE, 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**”) and has responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, pursuant to the Redevelopment Law, the City 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, the Agency is the owner of certain real property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 84 Sip Avenue/25 Pathside (the “**Property**”), which Property is located within the Redevelopment Area and subject to the Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the building on the Property as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined that it is mutually beneficial and in the public interest to work cooperatively on the redevelopment and repurposing of the Property and to provide designated municipal funding for the Agency’s 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; and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the Pathside Museum Project, as described therein; and

WHEREAS, in furtherance of the development of the Pathside Museum Project, the Agency requires demolition and related work to be performed at the Property and the

City has the personnel and equipment to perform demolition and other related work at the Property (collectively, the “**Services**”); and

WHEREAS, the Redevelopment Law and the Uniform Shared Services and Consolidation Act, *N.J.S.A. 40A:65-1 et seq.*, authorize local units to provide on behalf of any other local unit any service which such entity may legally perform for itself; and

WHEREAS, in order for the City to provide the Services at the Property, it is necessary for the City and the Agency to enter into the Shared Services Agreement, a copy of which is on file with the Agency (the “**Shared Services Agreement**”); and

WHEREAS, the City will provide the Services at its own cost, resulting in a cost savings to the Agency; and

WHEREAS, the Agency and the City desire to execute a Shared Services Agreement for the Services to commence on October 1, 2021 and expire on September 30, 2023,

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 of the Agency hereby approves the Shared Services Agreement with the City for a term commencing on October 1, 2021 and expiring on September 30, 2023, subject to the mutual consent and approval of such terms by the City.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Shared Services Agreement in substantially the form on file with the Agency, together with such additions, deletions and/or modifications deemed necessary or desirable in consultation with counsel, and to execute any and all other documents necessary to effectuate this Resolution and take all actions necessary to effectuate this Resolution, all 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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH GRAFFITI 125, LLC FOR THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1.01, COMMONLY KNOWN AS 125 MONITOR STREET, WITHIN THE MORRIS CANAL 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 Morris Canal Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Morris Canal Redevelopment Plan” (as may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, in accordance with the Redevelopment Law, on January 27, 2016, the Agency and Graffiti 125, LLC (“**Redeveloper**”) entered into that certain redevelopment agreement (the “**125 Monitor RDA**”) for the redevelopment of certain property identified on the tax map of the City as Block 17503, Lot 1.01, commonly known as 125 Monitor Street (the “**Property**”); and

WHEREAS, the Agency desires to enter into a First Amendment to the 125 Monitor RDA (“**First Amendment**”), a copy of which is on file with the Agency; and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the 125 Monitor RDA shall remain unchanged and in full force and effect,

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

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

Section 2. The Board of Commissioners hereby authorizes the First Amendment to the 125 Monitor RDA.

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

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

Section 5. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING PROFESSIONAL SERVICE CONTRACT NO. 19-10-MPN16 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. FOR ENVIRONMENTAL ENGINEERING SERVICES AT THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1.01, COMMONLY KNOWN AS 125 MONITOR STREET, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”); and

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Jersey City Redevelopment Agency (the “**Agency**”) requires certain environmental engineering services (the “**Environmental Engineering Services**”) relating to the adaptive re-use of the property identified as Block 17503, Lot 1.01 on the tax maps of the City, commonly known as 125 Monitor Street (the “**Property**”); and

WHEREAS, by Resolution No. 20-09-10 dated September 15, 2020, the Agency reauthorized and amended Contract No. 19-10-MPN16 with Potomac-Hudson Environmental Inc. (“**PHE**”) for the continued performance of certain Environmental Engineering Services, which PHE has performed in connection with the Property since 2016 and which the Agency has reauthorized from time to time pursuant to *N.J.S.A. 40A:11-5*; and

WHEREAS, the Agency and PHE are parties to that certain Reauthorized and Amended Professional Services Contract No. 19-10-MPN16 dated October 1, 2020 for PHE’s continued performance of the Environmental Engineering Services (the “**2020 Contract**”); and

WHEREAS, the 2020 Contract will expire on September 30, 2021; and

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

WHEREAS, on August 30, 2021 PHE submitted an updated proposal to the Agency (the “**2021 Proposal**”) describing the status of PHE’s performance of the Environmental Engineering Services and setting forth the remaining Environmental Engineering Services to be performed in connection with the Agency’s undertakings relating to the Property; and

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

WHEREAS, the Agency wishes to reauthorize the 2020 Contract for a term commencing on October 1, 2021 and expiring on September 30, 2022 in order to permit PHE to continue performance of the Environmental Engineering Services at the Property as set forth in the 2021 Proposal for a total contract amount not to exceed Fifteen Thousand Five Hundred Dollars (\$15,500.00), to be paid in accordance with the hourly rates and the categories of work set forth in the 2021 Proposal; and

WHEREAS, the Agency certifies that funds are available for the costs of the Environmental Engineering Services; and

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

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

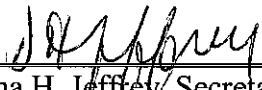
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby reauthorizes the 2020 Contract for performance of certain Environmental Engineering Services as set forth in the 2021 Proposal for a total contract amount not to exceed Fifteen Thousand Five Hundred Dollars (\$15,500.00), payable in accordance with the hourly rates and categories of work set forth in the 2021 Proposal, and for a term to commence on October 1, 2021 and expire on September 30, 2022, all subject to the terms and conditions set forth in 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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓



POTOMAC-HUDSON ENVIRONMENTAL, INC.

30 August 2021

Transmit via Electronic Mail

Victoria Bonners
Assistant Project Manager
Jersey City Redevelopment Agency
66 York Street - Floor 2
Jersey City, NJ 07302

Re: Proposal for Continuing Environmental Services for 2022
125 Monitor Street
Jersey City, New Jersey

Dear Ms. Noonan:

On behalf of Potomac-Hudson Environmental, Inc. (PHEnv), I am pleased to submit this proposal to provide continuing environmental services to the Jersey City Redevelopment Agency (JCRA) (the "Client") for the property located at 125 Monitor Street in Jersey City, New Jersey (the Site).

Our original proposal from December 2016 included preparation of a Preliminary Assessment/Phase I and Site Investigation of the subject property. This work has been supplemented with annual proposals to continue with ongoing investigations and environmental actions. These investigations and actions have included,

- Test pit sampling of illegally placed fill on the site (2017)
- Coordination of site building inspections with PSS and Phillips Preiss (2020)
- Update of draft environmental cost estimates (2019, 2020, 2021)
- Preparation of a Draft Site Investigation Report (2021)
- Preparation of detailed remedial cost estimates for soil, groundwater, asbestos- and PCB-containing materials (2021)
- Continued coordination with JCRA's legal team (2020, 2021)

Based on the current status of the site and ongoing actions by others, PHEnv anticipates several tasks that may move forward in 2022.

SCOPE OF WORK

The following tasks represent the proposed continuing scope of work for the project.

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

Task 1: Coordination with JCRA and Legal Team

PHEnv will coordinate, as requested, with JCRA and their legal team regarding any environmental and remedial issues relating to (i) previously circulated remedial descriptions and cost estimates, (ii) issues related to condemnation proceedings, and (iii) future implications of current actions on site redevelopment. As part of this task, we would review those documents and reports produced by others and coordinate our professional opinions and input with JCRA.

Task 2: Review and Monitor On-Going Remedial Efforts

PHEnv will monitor ongoing remedial actions through discussions, where possible, with the current LSRP for the owner, following environmental submittals through NJDEP Data Miner, and obtaining and report submittals through OPRA and/or NJDEP file reviews.

Task 3: Expert Testimony

PHEnv will be available for expert testimony that may arise from future condemnation proceedings. All charges relating to this task would be charged in accordance with the attached Fee Schedule.

Task 4: Project Management

PHEnv will manage the execution and oversight of all tasks and will attend any scheduled meetings at the JCRA offices. For the purposes of this proposal, we have assumed attendance at two meetings.

SCHEDULE

PHEnv will initiate the scope of work promptly upon receiving written or oral authorization from the Client.

COST ESTIMATE

The time and materials not to exceed cost estimate to conduct the scope of work described above is **\$15,500.00**. A breakdown of the cost estimate is as follows:

TASK	Description	ESTIMATED COST
1	Coordinate with JCRA/Team	\$ 3,000.00
2	Monitor Ongoing Remedial Actions and Documents	\$ 3,000.00
3	Expert Testimony (to be billed on a time & expense basis in accordance with the attached Fee Schedule)	\$ 7,000.00



TASK	Description	ESTIMATED COST
4	Project Management	\$ 2,500.00
	TOTAL COST ESTIMATE	\$15,500.00

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. We will not exceed the budget without authorization and will promptly notify you of any unanticipated conditions that could impact the budget.

LIMITATIONS

This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.

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

Sincerely,
Potomac-Hudson Environmental, Inc.



David R. Draper, LSRP

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

Signature

Date

Name (Printed)

Client



POTOMAC-HUDSON ENVIRONMENTAL, INC.



POTOMAC-HUDSON ENVIRONMENTAL, INC.

FEE SCHEDULE
Effective September 2020

<u>PROFESSIONAL SERVICES</u>	<u>HOURLY RATE</u>
Principal/Expert Testimony	\$220
Director	\$185
Licensed Site Remediation Professional	\$180
Senior Project Manager	\$175
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	\$130
Environmental Scientist/Engineer 1	\$120
Junior Environmental Scientist/Engineer 2	\$115
Junior Environmental Scientist/Engineer 1	\$100
Technician	\$ 95
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.

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

REAUTHORIZED AND AMENDED PROFESSIONAL SERVICES
CONTRACT NO. 19-10-MPN16

THIS REAUTHORIZED AND AMENDED CONTRACT NO. 19-10-MPN16 (the "Agreement"), is entered into as of this 1st day of October 2020 (the "Effective Date"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Agency"), and **POTOMAC-HUDSON ENVIRONMENTAL INC.**, a corporation registered to do business in the State of New Jersey, with offices at 16-4 Chapel Avenue, Jersey City, New Jersey 07305 (the "Consultant"; together with the Agency, the "Parties"; each, a "Party").

WITNESSETH:

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"); and

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

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

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, and the Morris Canal Redevelopment Plan, the Agency requires the services of professionals to provide environmental engineering services (the "**Services**" or the "**Environmental Engineering Services**") for the adaptive re-use of the building located on the property identified as Block 17503, Lot 1 on the tax maps of the City, commonly known as 125 Monitor Street (the "**Property**"); and

WHEREAS, by Resolution 19-10-05 the Board of Commissioners of the Agency authorized Contract 19-10-MPN16 with PHE dated October 16, 2019 to perform certain Environmental Engineering Services at the Property (the "**2019 Contract**"), which expired on September 30, 2020; and

WHEREAS, by Resolution 20-01-13 the Board of Commissioners of the Agency authorized a separate professional services contract with PHE, Contract 20-01-MPN1 dated January 22, 2020 (the "**2020 Contract**"), to perform certain other Environmental Engineering Services at the Property; and

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

WHEREAS, the Consultant submitted that certain Proposal dated September 2, 2020, attached hereto as Exhibit A (the "Proposal") setting forth the remaining Environmental Engineering Services to be performed under the 2019 Contract and the 2020 Contract, as well as additional services; and

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with PHE to continue performance of the Environmental Engineering Services at the Property, as set forth in the Proposal, which includes incorporating the remaining Environmental Engineering Services to be performed under the 2019 Contract and the 2020 Contract and authorizing certain additional work, for as set forth in the Proposal; and

WHEREAS, by Resolution No. 20-09-10 dated September 15, 2020, attached hereto as Exhibit B, the Agency's Board of Commissioners approved the reauthorization and amendment of the 2019 Contract for performance of certain Environmental Engineering Services as set forth in the Proposal and authorized the termination of the 2020 Contract upon execution of the reauthorized and amended 2019 Contract; and

WHEREAS, under *N.J.S.A. 40A:11-5(1)(a)(i)* of the LPCL, contracts for which the subject matter consists of professional services may be awarded without competitive bidding,

NOW, THEREFORE, the Agency and the Consultant, for the consideration and under the conditions hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, do agree as follows:

SECTION 1 – PURPOSE

The above recitals are hereby incorporated by reference into this Agreement, as if set forth in full. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Consultant's providing of the Services. Upon execution of this Agreement, the 2020 Contract shall terminate and shall be of no further force or effect.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

A. The Consultant shall perform the Services and shall prepare all deliverables as outlined in and in accordance with the Proposal. The Parties acknowledge that the scope of this Agreement is intended to include all remaining Services to be completed pursuant to the 2019 Contract and the 2020 Contract, as well as certain additional Services required in connection with the redevelopment of the Property, all as set forth in the Proposal.

B. The Parties shall cooperate in arranging for the Consultant's lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.

C. The Consultant's performance of the Services shall not be materially different from or more/less extensive than as specified in the Proposal other than as set forth herein, and unless

such modifications are reduced to writing and signed by authorized representatives of the Agency and the Consultant.

D. In performing the Services, the Consultant shall operate as and have the status of an independent contractor and shall not be deemed an agent or employee of the Agency. As an independent contractor, the Consultant shall be solely responsible for determining the means and methods of performing the Services.

E. The Consultant shall perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

F. The Consultant shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

G. The Consultant shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.

H. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to the Consultant to perform the tasks outlined in the Proposal for a total not to exceed of Twenty-One Thousand Dollars (\$21,000.00). which amount includes additional work not set forth in the 2020 Contract in the amount of \$8,000 to be paid in accordance with the rates and for the categories of work set forth in the Proposal. The Agency shall pay the Consultant in accordance with the rates set forth in the Cost Estimate section of the Proposal. Such compensation shall include, and the Agency shall not be responsible for paying, any and all labor, overhead costs and basic support services incurred by the Consultant. Notwithstanding anything to the contrary in the Proposal, the Agency will not reimburse the Consultant for costs deemed by the Agency to be part of the Consultant's labor costs, overhead costs and/or basic support costs. Unless separately authorized in writing by the Agency, the Consultant shall be solely responsible for its own travel, meal and printing expenses, all of which are hereby deemed part of the Consultant's overhead costs

B. Prior to engaging in work that may exceed the scope of the Services, the Consultant shall submit to the Agency, in writing, a request to perform such additional work, detailing the nature of the work, the cost of performing such work, and the need for the additional work. The Consultant shall not proceed with any such additional work without obtaining the prior, written consent of the Agency and/or the Agency's Board of Commissioners, as may be necessary under the circumstances. Any modifications of the Services which would result in increasing the not to exceed amount set forth in Section 3(A) shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.

C. Consultant shall submit to the Agency any invoices and any required Agency accounts payable vouchers showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder as described in the Proposal attached to this Agreement. The Consultant understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. The Consultant shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by the Consultant for all Services required hereunder.

i. **Commercial General Liability Coverage.** The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, a policy of general liability ("CGL") insurance insuring against any and all liability arising out of the Consultant's non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

ii. **Professional Liability Insurance.** The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.

iii. **Workers' Compensation Insurance.** The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, workers' compensation insurance at amounts equal to the greater of either (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Consultant with limits of not less than:

\$500,000.00 per accident for bodily injury by accident;

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize the Consultant as its employee and will not be responsible for any workers' compensation claims filed against the Consultant. The Consultant shall have no status relative to the Agency other than that of independent contractor.

iv. **Automobile Liability Coverage.** The Consultant shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement automobile liability

coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").

B. The following riders shall be made a part of the policies described above:

i. The CGL and Automobile Liability Coverage policies obtained by the Consultant pursuant to this Agreement shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85 or its equivalent.

ii. Prior to commencement of any work pursuant to this Agreement, the Consultant shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Agreement, and in the case of the Consultant's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

iii. The presence of employees of the Agency on the Property shall not invalidate any term or condition of any of the Consultant's policies of insurance required to be purchased and maintained pursuant to this Agreement.

iv. The policies required to be purchased and maintained pursuant to this Agreement shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Consultant or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Consultant and to the Agency.

v. The Consultant shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this Agreement.

SECTION 5 – TERMINATION

A. The Agency reserves the right to terminate this Agreement in whole or in part, at its sole discretion, upon giving written notice to the Consultant of such termination and specifying the effective date therefor. In such case, the Consultant shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.

B. If this Agreement is terminated by the Agency pursuant to this Section 5, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services covered by this Agreement, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by the Consultant as a result of such termination.

C. If the Agency terminates this Agreement, all finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement shall, at the option of the Agency, become the Agency's property, and the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Consultant, and the Agency may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agency from the Consultant is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication; the Parties shall discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this Agreement shall be brought either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 – INDEMNITY

A. The Consultant shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the Agency and/or the City and/or the Consultant, or its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of the Consultant to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the Agency and/or the City's own alleged acts and/or omissions.

B. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, nothing in this Agreement shall abridge, modify or curtail in any way the Agency and/or the City's right to seek common law indemnification from the Consultant or to otherwise pursue any kind of claim arising from or relating to any act or omission by the Consultant.

SECTION 8 – TERM OF CONTRACT

This Agreement shall terminate on September 30, 2021, or upon completion of the Services, whichever is earlier, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to the Consultant based on its merits and abilities to provide the professional Services described herein and in accordance with applicable law. The Consultant shall comply with the provisions of the City of Jersey City's Pay-to-Play Reform Ordinances, including Ordinance No. 08-128, attached hereto as Exhibit C.

SECTION 10 – ADDITIONAL TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.*, with pertinent provisions attached hereto as Exhibit D, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, *N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4*, with all amendments thereto, attached hereto as Exhibit E.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Services, the Consultant may gain access to nonpublic and confidential information. The Agency requires the Consultant to maintain the confidentiality of such information both during and after the course of the Consultant's work with the Agency. The Consultant shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – NOTICES

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses above set forth, or such other address which may be designated in writing.

SECTION 13 – ASSIGNMENTS

Neither the Agency nor the Consultant shall, without prior written consent of the other, assign or sublet in whole or in part its interest under any part of the Contract and all exhibits attached hereto.

SECTION 14 – SEVERABILITY

If any part of this Agreement is for any reason found to be unenforceable, all other portions of this Agreement shall nevertheless remain enforceable.

SECTION 15 – CONFLICTS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Contract and the terms and conditions of the Proposal, the terms and conditions of this Agreement shall control.

SECTION 16 – APPLICABLE LAW

The Consultant acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This Agreement shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL, regardless of any issues related to choice of law.

SECTION 17 – ENTIRE CONTRACT

This Agreement and all exhibits attached hereto constitute the entire agreement between the Agency and the Consultant with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 18 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 19 – COUNTERPARTS

This Agreement may be executed in counterparts; all such counterparts shall be deemed originals and together shall constitute one and the same instrument.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and the Consultant have entered into this Agreement as of the Effective Date.

ATTEST:

POTOMAC-HUDSON ENVIRONMENTAL INC.

M. Minicic
Name: MARTIN MINICIC, VC

By: [Signature]
Name: DAVID E. DRAPEL
Title: Director

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: [Signature]
Diana Jeffrey
Executive Director

EXHIBIT A

**PROPOSAL
DATED SEPTEMBER 2, 2020**



POTOMAC-HUDSON ENVIRONMENTAL, INC.

2 September 2020

Transmit via Electronic Mail

Mary Pat Noonan
Jersey City Redevelopment Agency
66 York Street - Floor 2
Jersey City, NJ 07302

Re: Proposal for Continuing Environmental Services
125 Monitor Street
Jersey City, New Jersey

Dear Ms. Noonan:

On behalf of Potomac-Hudson Environmental, Inc. (PHEnv), I am pleased to submit this proposal to provide continuing environmental services to the Jersey City Redevelopment Agency (JCRA) (the "Client") for the property located at 125 Monitor Street in Jersey City, New Jersey (the Site).

Our original proposal from December 2016 included preparation of a Preliminary Assessment/Phase I and Site Investigation of the subject property. This work has been supplemented with annual proposals to continue with ongoing investigations and environmental actions. These investigations and actions have included,

- Test pit sampling of illegally placed fill on the site
- Coordination of site building inspections with PSS and Phillips Preiss
- Update of draft environmental cost estimates
- Preparation of a Draft Site Investigation Report

Based on the current status of the site and ongoing remedial actions by others, PHEnv anticipates several tasks that may move forward in 2021.

SCOPE OF WORK

The following tasks represent the proposed continuing scope of work for the project.

Task 1: Review and Update the Remediation Estimate with New Information

PHEnv will continue to review the previously provided remediation estimate and update as appropriate. This will include any changes in site conditions that may affect previously provided costs for asbestos and PCB remediation, soil disposal, well installation, and NJDEP reporting requirements as well as new information once basement sampling is conducted.

Scientists • Planners • Engineers

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08878 • Phone: 732-525-3100 • Fax: 732-525-9294
P.O. Box 1206, 135 W. 16th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-845-4634
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0860 • Fax: 201-413-0860

Task 2: Basement Sampling

To date, no inspection or sampling of the basement area has been conducted since at the various times of inspection standing water has been present. The following actions are recommended:

- Asbestos – We would do an inspection and sample any suspect ACMs.
- Concrete – While there is no reason to suspect that the basement walls and floor would be different from the upper stories, we recommend, at minimum, a core from each wall and 2 or 3 from the floor. We would analyze for PAH and PCBs.
- Paint – If the ceiling or walls have been painted, we would collect scrapings and analyze for PCBs.
- Sub-slab Sampling – Based on the soil boring data available, the highest chlorinated hydrocarbon concentration (PCE in excess of non-residential cleanup standards) was from the sample nearest the rear side of the structure (approximately 35-feet away). The three samples nearest the referenced sample also exhibited PCE in excess of the Impact to Groundwater Standard. It is recommended to collect geoprobe samples along the rear wall in 3 locations to determine if TCE is present and, therefore, likely to be below the building and, if so, whether concentration would require mitigation.
- Other areas of investigation:
 - An inspection of the basement would indicate the presence of any drains and, if present, check their condition. If a drain was visibly damaged, a soil sample from beneath the drain would be collected and analyzed.
 - Eventually, if the building is to remain, it would be part of an overall VI Study that would include all structures within 100-feet of the existing chlorinated hydrocarbon plume. A VI Study is not proposed at this time.

Task 3: Review and Monitor On-Going Remedial Efforts

PHEnv will monitor ongoing remedial actions through discussions, where possible, with the current LSRP, following environmental submittals through NJDEP Data Miner, and obtaining and report submittals through OPRA and/or NJDEP file reviews.

Task 4: Coordination with Client and Team

PHEnv will coordinate, as requested, with JCRA regarding any environmental and remedial issues relating to (i) previous or future inspections of the site and building, (ii) timely notification of the status of ongoing remedial actions, (iii) determination of remedial actions as per NJDEP regulatory and mandatory timeframes, and (iv) future implications of current actions on site redevelopment. As part of this task, we would review those documents and reports produced by others and coordinate our professional opinions and input with JCRA.



Task 5: Project Management

PHEnv will manage the execution and oversight of all tasks and will attend any scheduled meetings at the JCRA offices. For the purposes of this proposal, we have assumed attendance at two meetings.

SCHEDULE

PHEnv will initiate the scope of work promptly upon receiving written authorization from the Client.

COST ESTIMATE

The time and materials not to exceed cost estimate to conduct the scope of work described above is **\$15,000.00**. A breakdown of the cost estimate is as follows:

TASK	Description	ESTIMATED COST
1	Revise and Update Remediation Estimate, as Appropriate	\$2,000.00
2	Basement Sampling	\$6,000.00
3	Monitor Ongoing Remedial Actions and Documents	\$ 7,000.00
4	Coordinate with JCRA/Team	\$ 4,000.00
5	Project Management	\$ 2,000.00
	TOTAL COST ESTIMATE	\$21,000.00

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. We will not exceed the budget without authorization and will promptly notify you of any unanticipated conditions that could impact the budget.

LIMITATIONS

This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.



POTOMAC-HUDSON ENVIRONMENTAL, INC.

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

Sincerely,
Potomac-Hudson Environmental, Inc.

David R. Draper, LSRP

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

Signature

Date

Name (Printed)

Client



POTOMAC-HUDSON ENVIRONMENTAL, INC.

EXHIBIT B

**JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS RESOLUTION NO. 20-09-10**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING
AND AMENDING PROFESSIONAL SERVICES CONTRACT NO.
19-10-MPN16 WITH POTOMAC-HUDSON ENVIRONMENTAL,
INC. FOR ENVIRONMENTAL ENGINEERING SERVICES AT
THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1,
COMMONLY KNOWN AS 125 MONITOR STREET, WITHIN THE
MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Redevelopment Law"); and

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Jersey City Redevelopment Agency (the "Agency") requires certain environmental engineering services (the "Environmental Engineering Services") relating to the adaptive re-use of the property identified as Block 17503, Lot 1 on the tax maps of the City, commonly known as 125 Monitor Street (the "Property"); and

WHEREAS, in accordance with the Redevelopment Law, on October 15, 2019, the Board of Commissioners of the Agency approved Resolution No. 19-10-05 authorizing a professional services agreement with Potomac-Hudson Environmental Inc. (the "PHE") to perform certain Environmental Engineering Services for an amount not to exceed \$14,500; and

WHEREAS, thereafter the Agency and PHE entered in Contract No. 19-10-MPN16 for PHE to perform certain Environmental Engineering Services as set forth in the contract ("2019 Contract"); and

WHEREAS, in accordance with the Redevelopment Law, on January 21, 2020, the Board of Commissioners of the Agency approved Resolution No. 20-01-13 authorizing a professional services agreement with PHE to perform certain other Environmental Engineering Services for an amount not to exceed \$18,870.00; and

WHEREAS, thereafter the Agency and PHE entered in Contract No. 20-01-MPN1 for PHE to perform certain Environmental Engineering Services as set forth in the contract ("2020 Contract"); and

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

WHEREAS, on September 2, 2020, PHE submitted an updated proposal to the Agency (the "Proposal") describing the status of PHE's performance of the Environmental Engineering Services and setting forth the remaining Environmental Engineering Services to be performed under the 2019 Contract and 2020 Contract, as well as additional services; and

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

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with PHE to continue performance of the Environmental Engineering Services at the Property as set forth in the Proposal, which includes incorporating the remaining Environmental Engineering Services to be performed in the 2019 Contract and the 2020 Contract and authorizing certain additional work, for a total contract amount not to exceed \$21,000, which amount includes additional work not set forth in the 2020 Contract in the amount of \$8,000, to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, the Agency desires to terminate the 2020 Contract upon execution of the reauthorized and amended 2019 Contract, as the services set forth in the 2020 Contract will be provided for in accordance with the reauthorized and amended 2019 Contract; and

WHEREAS, funds are available for the costs of the Environmental Engineering Services; and

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

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

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

Section 2. The Board of Commissioners hereby reauthorizes and amends the 2019 Contract for performance of certain Environmental Engineering Services as set forth in the Proposal for a total contract amount not to exceed \$21,000.00, and for a term to expire no later than one (1) year after the effective date of such agreement in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.


Section 3. The Board of Commissioners hereby terminates the 2020 Contract as of the date of execution of the reauthorized and amended 2019 Contract as the services

provided in the 2020 Contract will be provided for in accordance with the reauthorized and amended 2019 Contract.

Section 4. 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 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 September 15, 2020.


Diana H. Joffe, 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	✓			
Erna D. Greene				✓
Evelyn Jones				✓
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

EXHIBIT C

**CITY OF JERSEY CITY
PAY-TO-PLAY ORDINANCE 08-128**

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Potomac-Hudson Environmental (name of business entity) has not made any reportable contributions in the **one-year period preceding 11 January 2021 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Potomac-Hudson Environmental (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Potomac-Hudson Environmental, Inc.

Signed [Signature] Title: President

Print Name David Draper Date: 12 January 2021

Subscribed and sworn before me
this 12th day of Jan, 2 021.

My Commission expires:

[Signature]
(Affiant)
Martin Minnicino, VP
(Print name & title of affiant) (Corporate Seal)

MARTIN J. MINNICINO
NOTARY PUBLIC OF NEW JERSEY
ID. No. 2179319
My Commission Expires June 27, 2025

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

EXHIBIT D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression.

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of *N.J.S.A. 10:2-1 et seq.* are incorporated herein:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dale Group PO Box 6 Florham Park NJ 07932	CONTACT NAME: Stephanie Slano	
	PHONE (A/C No. Ext): 973-377-7000	FAX (A/C No): 973-377-4614
INSURED Potomac-Hudson Enviro, Inc. ResearchCorp Instruments LLC 207 South Stevens Avenue P.O. Box 7 South Amboy NJ 08879	E-MAIL ADDRESS: stephanies@dalegroup.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Ins. of Hartford	
	INSURER B: Valley Forge Insurance Company	
	INSURER C: Admiral Insurance Company	
	INSURER D: Continental Insurance Company	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1104722357

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6079072161	9/26/2020	9/26/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA6079120614	9/26/2020	9/26/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	6079120869	9/26/2020	9/26/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC679120676	9/26/2020	9/26/2021	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Liability Professional Liability (Claims Made)	Y	Y	FEIECC2206905 FEIECC2206905	9/26/2020 9/26/2020	9/26/2021 9/26/2021	Ea Occ / Aggreg \$ 2,000,000 Ea Occ / Aggreg \$ 2,000,000 Pollution Des/Prof De \$5000/\$5000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
JCRA, City of Jersey City, and 125 Monitor Street, Jersey City NJ Block 17503, Lot 1 are added as an Additional Insured to the General Liability as required by written contract but, only as respects to all covered operations of the Named Insured performed on behalf of the Additional Insured.

CERTIFICATE HOLDER**CANCELLATION**

Jersey City Redevelopment Agency (JCRA) 66 York Street, 2nd floor Jersey City NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE
DESIGNATION OF TEAM WALKER, INC. AS REDEVELOPER OF
BLOCK 20102, LOT 40, COMMONLY KNOWN AS 379 COMMUNIPAW
AVENUE WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

WHEREAS, the City of Jersey City ("City") has designated a delineated area known as the Morris Canal Redevelopment Area as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1 et seq.; and

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

WHEREAS, pursuant to Resolution No. 16-08-12, Team Walker, Inc. (the "Redeveloper") was originally designated as the redeveloper of certain property located within the Morris Canal Redevelopment Area identified on the official tax maps of the City as Block 20102, Lot 40, commonly known as 379 Communipaw Avenue (the "Property"); and

WHEREAS, pursuant to Resolution No. 18-05-20, the Redeveloper's designation was renewed through the end of 2018 at which time the designation lapsed; and

WHEREAS, pursuant to Resolution No. 21-SP02-2-14, the Redeveloper's designation was re-established through September 22, 2021; and

WHEREAS, the Jersey City Redevelopment Agency ("JCRA") wishes to re-designate the Redeveloper as redeveloper of the Property to allow for completion of negotiations and entry of a Redevelopment Agreement.

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. Team Walker, Inc. is hereby designated as the Redeveloper of the Property for a period of sixty (60) days from the date hereof, expiring on November 20, 2021, unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion.
3. If, by the deadline herein established, or such later date as established by the Executive Director in accordance with Section 2 hereof, the Agency and the Redeveloper have not executed a mutually acceptable Redevelopment Agreement, the designation of Team Walker, Inc. as Redeveloper of the Property shall automatically expire without any need for any further action of the JCRA.

4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
5. This Resolution shall take effect immediately upon adoption.

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 September 21, 2021.


Diana H. Jeffrey, SECRETARY

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

SEE SHEET 189

SEE SHEET 199

SEE SHEET 200

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY

RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 31 IRIDALL ROAD, MIDDLETOWN, TOWNSHIP
 08042-1100
 908-261-1100
 AUGUST 2006

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 070

SEE SHEET 202

[illegible]

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY ESTABLISHING AN OFFER PRICE AND AUTHORIZING ACQUISITION OF THE PROPERTY IDENTIFIED AS BLOCK 17503, LOT 1.01, COMMONLY KNOWN AS 125 MONITOR STREET, WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 *et seq.* (the “**Redevelopment Law**”); and

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

WHEREAS, the lands and premises located at Block 17503, Lot 1.01 on the tax maps of the City, commonly known as 125 Monitor Street within the Redevelopment Area (the “**Property**”), are subject to acquisition under the Redevelopment Plan and the Redevelopment Law; and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”), which was established by the City pursuant to the provisions of the Redevelopment Law and has the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City, designated Graffiti 125, LLC (the “**Redeveloper**”) as the redeveloper of the Property and thereafter entered into a Redevelopment Agreement with the Redeveloper dated January 27, 2016 (the “**Redevelopment Agreement**”); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan and in accordance with the Redevelopment Agreement, the Agency has determined it is necessary to acquire the Property; and

WHEREAS, Integra Realty Resources-Northern New Jersey has performed an appraisal of the Property and determined it has a value of \$2,860,000.

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.

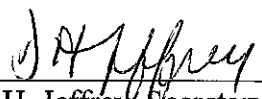
Section 2. The Board of Commissioners accepts the valuation of \$2,860,000 of the Property by Integra Realty Resources-Northern New Jersey and is satisfied the appraisal has been performed in a competent manner and in accordance with applicable law.

Section 3. The Board of Commissioners authorizes the Agency to purchase the Property for the sum of \$2,860,000, provided the full amount of the appraised value is deposited by the Redeveloper with the Agency as required by the Redevelopment Agreement (as amended), and the Chair, Vice-Chair, Secretary and/or the Executive Director are hereby authorized to enter into a contract and to sign all other documents necessary to consummate the acquisition of the Property subject to the review and approval of the Agency's General Counsel.

Section 4. In the event that the Agency cannot, for any reason, acquire the Property as a result of amicable negotiations, the Agency is hereby authorized to institute condemnation proceedings, pursuant to N.J.S.A. 20:3-1 et seq., and N.J.S.A. 40A:12A-8(c).

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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING TERMINATION OF A LETTER OF CREDIT ESTABLISHED BY PPG INDUSTRIES, INC. IN CONNECTION WITH ENVIRONMENTAL REMEDIATION OF BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (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 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 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, in furtherance of the goals and objectives of the Redevelopment Law, the Jersey City Redevelopment Agency (the “**Agency**”) and the City are parties to a Cooperation Agreement pursuant to which the Agency undertook the development of a public park on that certain property identified as Block 18901, Lot 1.01 on the official tax map of the City, commonly known as Berry Lane Park (the “**Property**”); and

WHEREAS, the Agency, PPG Industries, Inc. (“**PPG**”), and the New Jersey Department of Environmental Protection entered into that certain Cost Agreement dated July 17, 2012 (the “**Cost Agreement**”) in order to permit the Agency to conduct necessary remedial efforts at the Property, including those efforts necessary to address PPG’s chromate chemical processing waste (“**CCPW**”) remedial obligations, at PPG’s cost and expense and to obtain a Response Action Outcome for soils on the Property; and

WHEREAS, in accordance with and in order to effectuate the Cost Agreement, PPG provided that certain Letter of Credit (L/C Number 123276-793) with Intesa Sanpaolo S.P.A. issued on July 24, 2012 (the “**Letter of Credit**”) for the benefit of and payable to the Agency, upon demand for the full amount of the costs estimated to remediate CCPW contamination in the event of PPG’s failure to fund an escrow sufficient to pay such costs; and

WHEREAS, all work required to be funded by PPG pursuant to the Cost Agreement has been performed completely; and

WHEREAS, the Letter of Credit is no longer necessary to secure PPG’s funding obligation; and

WHEREAS, the Agency desires to terminate the Letter of Credit,

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

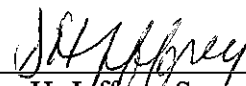
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby approves the termination of the Letter of Credit.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any and all documents necessary and to take all actions 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 September 21, 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				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

Item # 19

Pulled

Item #20

Pulled

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST
AS OF SEPTEMBER 21, 2021**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of September 21, 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 September 21, 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 September 21, 2021

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
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
AFLAC								
AFLAC	9/21/2021	9/11/2021	343324	Employee Deductions per Payroll	\$977.64	\$0.00		\$977.64
				Totals for AFLAC: 1 invoice(s) listed.	\$977.64	\$0.00		\$977.64
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228643	Legal Services - 379 Communipaw Ave.	\$520.00	\$0.00		\$520.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228607	Legal Services - LMD #13 Urban Renewal to I	\$8,845.00	\$0.00		\$8,845.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228624	Legal Services- 61-63 Sip Avenue	\$1,527.50	\$0.00		\$1,527.50
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228626	Legal Services - Bates Street Redevelopment	\$11,018.70	\$0.00		\$11,018.70
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228628	Legal Services - OPRA Matters/General Repre	\$150.00	\$0.00		\$150.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228636	Legal Services- 336-340 MLK Drive Redevelo	\$525.00	\$0.00		\$525.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228638	Legal Services- York Street & West Sub-Rede	\$260.00	\$0.00		\$260.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228641	Legal Services - 385-387 Communipaw	\$325.00	\$0.00		\$325.00
ARCHER & GREINER, P.C.	9/21/2021	9/7/2021	4228644	Legal Services - 330 MLK Redevelopment	\$1,462.50	\$0.00		\$1,462.50
				Totals for ARCHER & GREINER, P.C.: 9 invoice(s) listed.	\$24,633.70	\$0.00		\$24,633.70
BLACKBAUD INC								
BLACKBAUD INC	9/21/2021	8/31/2021	007028	Financial System - Renewal Invoice	\$6,199.92	\$0.00		\$6,199.92
				Totals for BLACKBAUD INC: 1 invoice(s) listed.	\$6,199.92	\$0.00		\$6,199.92
BROWN - BROWN METRO INC.								
BROWN - BROWN METRO INC.	9/21/2021	9/21/2021	Renewal	Management Liability - D & O 9/24/2021 - 9	\$59,213.16	\$0.00		\$59,213.16
				Totals for BROWN - BROWN METRO INC.: 1 invoice(s) listed.	\$59,213.16	\$0.00		\$59,213.16
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	9/21/2021	8/31/2021	5453	Bayfront LWCF Grant Prep	\$4,000.00	\$0.00		\$4,000.00
BROWNFIELD REDEVELOPMENT S	9/21/2021	8/31/2021	5436	Oversight & Mgmt Services for EPA Multipu	\$2,335.00	\$0.00		\$2,335.00
BROWNFIELD REDEVELOPMENT S	9/21/2021	8/31/2021	5437	Oversight & Mgmt Services for EPA Mill Cre	\$250.00	\$0.00		\$250.00
BROWNFIELD REDEVELOPMENT S	9/21/2021	8/31/2021	5438	Oversight & Mgmt Services for EPA Haz. Su	\$340.00	\$0.00		\$340.00
BROWNFIELD REDEVELOPMENT S	9/21/2021	8/31/2021	5400	Oversight & Mgmt Services for EPA Petro. A	\$470.00	\$0.00		\$470.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 5 invoice(s) listed.	\$7,395.00	\$0.00		\$7,395.00
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	9/21/2021	8/31/2021	August 2021	Expense Reimbursement - Travel to Roseland	\$75.54	\$0.00		\$75.54
CHRISTOPHER FIORE	9/21/2021	7/30/2021	July 2021	Expense Reimbursement - Staff Lunch (Mary	\$379.20	\$0.00		\$379.20
CHRISTOPHER FIORE	9/21/2021	7/27/2021	INV99332557	Expense Reimbursement - Zoom	\$91.77	\$0.00		\$91.77

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CHRISTOPHER FIORE	9/21/2021	8/27/2021	INV104511139	Expense Reimbursement - Zoom Totals for CHRISTOPHER FIORE: 4 invoice(s) listed.	\$91.77 \$638.28	\$0.00 \$0.00		\$91.77 \$638.28
COMCAST								
COMCAST	9/21/2021	8/28/2021	354-3697536	25 Journal Sq - Business Internet	\$149.24	\$0.00		\$149.24
COMCAST	9/21/2021	8/16/2021	8499 05 354 3248876	Internet Service at 665 Ocean Avenue Totals for COMCAST: 2 invoice(s) listed.	\$403.61 \$552.85	\$0.00 \$0.00		\$403.61 \$552.85
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	9/21/2021	9/1/2021	Aug.2021	Monthly Maintenance Fee Totals for CRYSTAL POINT CONDOMINIUM ASSOC.: 1 invoice(s) listed.	\$157.12 \$157.12	\$0.00 \$0.00		\$157.12 \$157.12
DELTA STORAGE								
DELTA STORAGE	9/21/2021	9/8/2021	October 2021	Storage Unit - Size: 10x30, Unit #: 1001	\$839.00	\$0.00		\$839.00
DELTA STORAGE	9/21/2021	9/8/2021	October 2021	Storage Unit - Size: 10x29, Unit #: 1172 Totals for DELTA STORAGE: 2 invoice(s) listed.	\$828.00 \$1,667.00	\$0.00 \$0.00		\$828.00 \$1,667.00
DIVISION OF PENSIONS & BENEFITS								
DIVISION OF PENSIONS & BENEFIT	9/21/2021	9/13/2021	A-80-337-483	Pension & Benefits Totals for DIVISION OF PENSIONS & BENEFITS: 1 invoice(s) listed.	\$19.86 \$19.86	\$0.00 \$0.00		\$19.86 \$19.86
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGM	9/21/2021	9/14/2021	18141	Professional Environmental Services- Berry L	\$1,870.61	\$0.00		\$1,870.61
DRESDNER ROBIN ENVIRON MGM	9/21/2021	9/14/2021	18142	Professional Environmental Services- Berry L Totals for DRESDNER ROBIN ENVIRON MGMT: 2 invoice(s) listed.	\$1,470.00 \$3,340.61	\$0.00 \$0.00		\$1,470.00 \$3,340.61
ERIC M. BERNSTEIN & ASSOCIATES, LLC								
ERIC M. BERNSTEIN & ASSOCIATES	9/21/2021	9/2/2021	72903	Legal Services - OPRA Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC: 1 invoice(s) listed.	\$350.00 \$350.00	\$0.00 \$0.00		\$350.00 \$350.00
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	9/21/2021	7/31/2021	0010015939	Miscellaneous Legal Advertising	\$150.30	\$0.00		\$150.30
EVENING JOURNAL ASSOCIATION	9/21/2021	8/31/2021	002764253	Miscellaneous Legal Advertising	\$315.14	\$0.00		\$315.14

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
GLUCK WALRATH LLP								
Totals for EVENING JOURNAL ASSOCIATION: 2 invoice(s) listed.								
					\$465.44	\$0.00		\$465.44
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61419	Legal Services - APRA	\$3,762.50	\$0.00		\$3,762.50
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61420	Legal Services- 9 Myrtle Avenue MDW	\$110.00	\$0.00		\$110.00
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61421	Legal Services - 454 Palisade Avenue	\$137.50	\$0.00		\$137.50
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61422	Legal Services - 51 Crescent	\$1,015.00	\$0.00		\$1,015.00
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61423	Legal Services - 199 Stegman	\$4,207.50	\$0.00		\$4,207.50
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61424	Legal Services - 101 Bidwell	\$45.79	\$0.00		\$45.79
GLUCK WALRATH LLP	9/21/2021	8/30/2021	61425	Legal Services - 116 Grant	\$17.50	\$0.00		\$17.50
Totals for GLUCK WALRATH LLP: 7 invoice(s) listed.					\$9,295.79	\$0.00		\$9,295.79
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	9/21/2021	8/12/2021	167771	Recording Fee - Certificate of Comp 268 Var	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	8/12/2021	167776	Recording Fee - Lis Pendens- 10 Williams St	\$31.00	\$0.00		\$31.00
HUDSON COUNTY REGISTER	9/21/2021	8/30/2021	174768	Recording Fee- Decaration of C & R -101 Bid	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161471	Recording Fee - 19 Saddlewood Court	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161472	Recording Fee -Certificate of Comp 5 Laurel C	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161475	Recording Fee -Certificate of Comp 6 Laurel C	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161476	Recording Fee -Certificate of Comp 7 Laurel C	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161481	Recording Fee -Certificate of Comp 8 Laurel C	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161484	Recording Fee -Certificate of Comp 10 Laurel	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161493	Recording Fee -Certificate of Comp 14 Laurel	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161517	Recording Fee- Certificate of Comp Exempt P	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161522	Recording Fee - Certificate of Comp 10 Saddl	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	7/19/2021	161487	Recording Fee - Certificate of Comp 11 Laure	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	8/12/2021	167780	Recording Fee - 116 Grant Avenue	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	9/21/2021	8/12/2021	167785	Recording Fee RDA- LMC Laurel-Saddlewoo	\$33.00	\$0.00		\$33.00
Totals for HUDSON COUNTY REGISTER: 15 invoice(s) listed.					\$493.00	\$0.00		\$493.00
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	9/21/2021	8/11/2021	30309320562951	Water & Sewer - 25 Journal Sq - 3030830734	\$257.10	\$0.00		\$257.10
JC MUNICIPAL UTILITIES AUTHORITY	9/21/2021	8/11/2021	30306348540000	Water & Sewer - 665 Ocean Ave - 303063485	\$287.77	\$0.00		\$287.77
JC MUNICIPAL UTILITIES AUTHORITY	9/21/2021	8/11/2021	30307758540000	Water & Sewer - 292 MLK Drive - 30307758	\$40.30	\$0.00		\$40.30
Totals for JC MUNICIPAL UTILITIES AUTHORITY: 3 invoice(s) listed.					\$585.17	\$0.00		\$585.17
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLFF	9/21/2021	8/4/2021	21714	Legal Services- Employment Issues Ending 7/	\$717.50	\$0.00		\$717.50

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
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21715	Legal Services - JCRA v Urban League- Endi	\$122.50	\$0.00		\$122.50
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21716	Legal Services - Insurance Issues Ending 7/31	\$630.00	\$0.00		\$630.00
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21717	Legal Services - 665 Ocean - Kevin Baskin En	\$1,653.50	\$0.00		\$1,653.50
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21719	Legal Services - 287 Pine Street/ Ending 7/31	\$332.50	\$0.00		\$332.50
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21720	Legal Services- JCRA to B.L.E.S.C. Housing (\$87.50	\$0.00		\$87.50
KINNEY LISOVICZ REILLY & WOLF	9/21/2021	8/4/2021	21721	Legal Services - JCRA vs Ray's Tire Shop/End	\$1,450.12	\$0.00		\$1,450.12
				Totals for KINNEY LISOVICZ REILLY & WOLFF PC:	\$4,993.62	\$0.00		\$4,993.62
				7 invoice(s) listed.				
LABRON COLLINS								
LABRON COLLINS	9/21/2021	9/14/2021	Sept 2021	Employee Reimbursement (Jeep Oil Change)	\$74.96	\$0.00		\$74.96
				Totals for LABRON COLLINS:	\$74.96	\$0.00		\$74.96
				1 invoice(s) listed.				
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183707	Legal Services - Loew's Theater/ Ending 7/31	\$17,836.04	\$0.00		\$17,836.04
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183708	Legal Services - 125 Monitor Street / Ending	\$2,074.50	\$0.00		\$2,074.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183709	Legal Services - Argent Venture/Johnston Vie	\$3,380.00	\$0.00		\$3,380.00
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183710	Legal Services - 25 Pathside Ending 7/31/202	\$3,277.26	\$0.00		\$3,277.26
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183711	Legal Services - 8 Aetna matter Ending 7/31/2	\$12,382.50	\$0.00		\$12,382.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183713	Legal Services - Hampshire / Ending 7/31/202	\$8,789.00	\$0.00		\$8,789.00
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183714	Legal Services - Laurel/Saddlewood/ Ending 7	\$20,284.01	\$0.00		\$20,284.01
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183715	Legal Services - 30 Journal Square / Ending 7	\$2,220.50	\$0.00		\$2,220.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183716	Legal Services - General Counsel/ Ending 7/3	\$9,339.14	\$0.00		\$9,339.14
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183719	Legal Services - Bayfront - Pennrose/Omai En	\$2,115.50	\$0.00		\$2,115.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183720	Legal Services - Bayfront - BRP Development	\$10,042.50	\$0.00		\$10,042.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183721	Legal Services - 125 Monitor Street / Ending 1	\$2,940.00	\$0.00		\$2,940.00
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183723	Legal Services - Central Ave. RFP/Ending 7/	\$3,340.00	\$0.00		\$3,340.00
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183724	Legal Services -202-204 Monticello Avenue E	\$3,202.50	\$0.00		\$3,202.50
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183718	Legal Services - 500 Summit/ Ending 7/31/20	\$10,860.00	\$0.00		\$10,860.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$112,083.45	\$0.00		\$112,083.45
				15 invoice(s) listed.				
METLIFE								
METLIFE	9/21/2021	9/1/2021	October 2021	Employer ID. #03639 - Deferred Salary Per P	\$300.00	\$0.00		\$300.00
METLIFE	9/21/2021	9/1/2021	October 2021	Employer ID. #03639 - Deferred Salary Per P	\$300.00	\$0.00		\$300.00
				Totals for METLIFE:	\$600.00	\$0.00		\$600.00
				2 invoice(s) listed.				
NJ DIVISION OF MOTOR VEHICLES								
NJ DIVISION OF MOTOR VEHICLES	9/21/2021	7/3/2021	023986	Agency Vehicle Registration Renewal	\$46.50	\$0.00		\$46.50

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Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
PITNEY BOWES CREDIT CORPORATIO								
PITNEY BOWES CREDIT CORPORAT	9/21/2021	8/10/2021	1018747444	Postage Machine Rental	\$126.00	\$0.00		\$126.00
				Totals for PITNEY BOWES CREDIT CORPORATIO: 1 invoice(s) listed.	\$126.00	\$0.00		\$126.00
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/13/2021	August 2021	Gas & Electric - 25 Journal Square	\$2,794.92	\$0.00		\$2,794.92
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 292 MLK Dr - Floor 1	\$50.74	\$0.00		\$50.74
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 292 MLK Dr - Floor 2	\$72.71	\$0.00		\$72.71
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/20/2021	August 2021	Gas & Electric - 1 Berry Ln Flid HSE 2	\$23.74	\$0.00		\$23.74
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/20/2021	August 2021	Gas & Electric - 51 Crescent Ave. FL 2	\$47.69	\$0.00		\$47.69
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - HSE	\$277.06	\$0.00		\$277.06
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Office B	\$4,233.32	\$0.00		\$4,233.32
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$146.93	\$0.00		\$146.93
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$69.42	\$0.00		\$69.42
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$57.70	\$0.00		\$57.70
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$75.10	\$0.00		\$75.10
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$88.09	\$0.00		\$88.09
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$82.42	\$0.00		\$82.42
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$49.28	\$0.00		\$49.28
PUBLIC SERVICE ELECTRIC & GAS	9/21/2021	8/19/2021	August 2021	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$63.38	\$0.00		\$63.38
				Totals for PUBLIC SERVICE ELECTRIC & GAS: 15 invoice(s) listed.	\$8,132.50	\$0.00		\$8,132.50
RAMON PONCE								
RAMON PONCE	9/21/2021	8/28/2021	August 2021	Dental Reimbursement	\$150.00	\$0.00		\$150.00
				Totals for RAMON PONCE: 1 invoice(s) listed.	\$150.00	\$0.00		\$150.00
ROYAL PRINTING SERVICE								
ROYAL PRINTING SERVICE	9/21/2021	9/7/2021	September 2021	Office Supplies - JCRA Envelopes	\$815.00	\$0.00		\$815.00
				Totals for ROYAL PRINTING SERVICE: 1 invoice(s) listed.	\$815.00	\$0.00		\$815.00
RUTGERS UNIVERSITY								
RUTGERS UNIVERSITY	9/21/2021	8/31/2021	Fall 2021	Fall Registration- 2021 - FM-2108-FA21-2	\$883.00	\$0.00		\$883.00

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Silagy Contracting, LLC.								
Totals for RUTGERS UNIVERSITY: 1 invoice(s) listed.					\$883.00	\$0.00		\$883.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-1	Lawn Maintenance & Trash Removal- 185 Dw	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-2	Lawn Maintenance & Trash Removal- 204 St	\$265.00	\$0.00		\$265.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-3	Lawn Maintenance & Trash Removal- 284 MI	\$160.00	\$0.00		\$160.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-4	Lawn Maintenance & Trash Removal- 292 MI	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-5	Lawn Maintenance & Trash Removal- 314 MI	\$155.00	\$0.00		\$155.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-6	Lawn Maintenance & Trash Removal- 326-3	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-7	Lawn Maintenance & Trash Removal- 408-4	\$275.00	\$0.00		\$275.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-8	Lawn Maintenance & Trash Removal- 199 Wc	\$185.00	\$0.00		\$185.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-12	Lawn Maintenance & Trash Removal - Manil	\$600.00	\$0.00		\$600.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-13	Lawn Maintenance & Trash Removal - 550 J	\$355.00	\$0.00		\$355.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-14	Lawn Maintenance & Trash Removal - 84 Sip	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-15	Lawn Maintenance & Trash Removal - 80 Ba	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-16	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-18	Lawn Maintenance & Trash Removal - 336-3	\$205.00	\$0.00		\$205.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-20	Lawn Maintenance & Trash Removal - John	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-23	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-9	Lawn Maintenance & Trash Removal- 405-4	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-11	Lawn Maintenance & Trash Removal - 51 Cr	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-17	Lawn Maintenance & Trash Removal - 34-36 I	\$175.00	\$0.00		\$175.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-19	Lawn Maintenance & Trash Removal - 1054 C	\$195.00	\$0.00		\$195.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-21	Lawn Maintenance & Trash Removal - 574 Co	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	10005-22	Lawn Maintenance & Trash Removal - 558 C	\$275.00	\$0.00		\$275.00
Silagy Contracting, LLC.	9/21/2021	8/31/2021	9249	Lawn Maintenance & Trash Removal - 336-3	\$205.00	\$0.00		\$205.00
Totals for Silagy Contracting, LLC.: 24 invoice(s) listed.					\$6,865.00	\$0.00		\$6,865.00
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	9/21/2021	9/5/2021	Sept.2021	Office Supplies	\$694.24	\$0.00		\$694.24
Totals for STAPLES CREDIT PLAN: 1 invoice(s) listed.					\$694.24	\$0.00		\$694.24
T&M ASSOCIATES								
T&M ASSOCIATES	9/21/2021	8/12/2021	LAF410307	Engineering Services- Morris Greenway Coun	\$8,463.75	\$0.00		\$8,463.75
T&M ASSOCIATES	9/21/2021	9/8/2021	LAF411277	Engineering Services- Morris Greenway Coun	\$1,704.00	\$0.00		\$1,704.00
Totals for T&M ASSOCIATES: 2 invoice(s) listed.					\$10,167.75	\$0.00		\$10,167.75

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
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	9/21/2021	9/8/2021	Sept.2021	Payment for Copier Lease - August	\$1,065.26	\$0.00		\$1,065.26
				Totals for TOSHIBA FINANCIAL SERVICES: 1 invoice(s) listed.	\$1,065.26	\$0.00		\$1,065.26
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	9/21/2021	7/29/2021	211018020	Site Remediation - Permit Fee - 1 Berry Road	\$11,740.00	\$0.00		\$11,740.00
TREASURER - STATE OF NEW JER	9/21/2021	7/26/2021	211006730	Site Remediation - Permit Fee - 555 RT 440	\$660.00	\$0.00		\$660.00
				Totals for TREASURER - STATE OF NEW JERSEY: 2 invoice(s) listed.	\$12,400.00	\$0.00		\$12,400.00
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	9/21/2021	8/31/2021	August 2021	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.	\$4,791.67	\$0.00		\$4,791.67
VERIZON								
VERIZON	9/21/2021	8/23/2021	942015697-00001	Agency Cell Phone Bill - September 2021	\$185.95	\$0.00		\$185.95
				Totals for VERIZON: 1 invoice(s) listed.	\$185.95	\$0.00		\$185.95
VICTORIA BONNERS								
VICTORIA BONNERS	9/21/2021	9/7/2021	Dental	Dental Reimbursement	\$75.00	\$0.00		\$75.00
				Totals for VICTORIA BONNERS: 1 invoice(s) listed.	\$75.00	\$0.00		\$75.00
XEROX CORPORATION								
XEROX CORPORATION	9/21/2021	9/4/2021	014318270	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00		\$191.27
GRAND TOTALS:					\$280,325.71	\$0.00		\$280,325.71

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: Yesterday (9/21/2021)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	9/21/2021	8/13/2021	0286869	Engineering Services - Bayfront Redevelopment	\$60,222.50	\$0.00		\$60,222.50
CME ASSOCIATES	9/21/2021	8/30/2021	0288250	Engineering Services - Bayfront Redevelopment	\$83,311.12	\$0.00		\$83,311.12
				Totals for CME ASSOCIATES:	\$143,533.62	\$0.00		\$143,533.62
FUSION CREATIVE								
FUSION CREATIVE	9/21/2021	9/1/2021	3108	Bayfront & Site Survey	\$2,850.00	\$0.00		\$2,850.00
				Totals for FUSION CREATIVE:	\$2,850.00	\$0.00		\$2,850.00
JOSEPH M. SANZARI, INC.								
JOSEPH M. SANZARI, INC.	9/21/2021	9/8/2021	August 2021/ Pymt #	Construction- Bayfront Redevelopment- Phas	\$536,798.88	\$0.00		\$536,798.88
				Totals for JOSEPH M. SANZARI, INC.:	\$536,798.88	\$0.00		\$536,798.88
MATRIX NEW WORLD ENGINEERING PC								
MATRIX NEW WORLD ENGINEERI	9/21/2021	1/1/2021	27473	Bulkhead Consulting Svcs - Bayfront	\$15,695.00	\$0.00		\$15,695.00
MATRIX NEW WORLD ENGINEERI	9/21/2021	8/17/2021	32078	Bulkhead Consulting Svcs - Bayfront	\$675.00	\$0.00		\$675.00
				Totals for MATRIX NEW WORLD ENGINEERING PC:	\$16,370.00	\$0.00		\$16,370.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	9/21/2021	8/16/2021	183712	Legal Services - Bayfront/Honeywell Ending 7	\$2,065.00	\$0.00		\$2,065.00
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$2,065.00	\$0.00		\$2,065.00
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	9/21/2021	7/31/2021	28285	Financial Advisory - Bayfront Redevelopment	\$460.00	\$0.00		\$460.00
NW FINANCIAL GROUP, LLC	9/21/2021	6/30/2021	28136	Financial Advisory - Bayfront Redevelopment	\$1,437.50	\$0.00		\$1,437.50
				Totals for NW FINANCIAL GROUP, LLC:	\$1,897.50	\$0.00		\$1,897.50
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	9/21/2021	8/10/2021	77960.03.0-3	Architectural Services - Bayfront Redevelopment	\$902.00	\$0.00		\$902.00
Perkins Eastman Architects DPC	9/21/2021	8/4/2021	77961.00.0-3	Architectural Services - Bayfront Redevelopment	\$7,087.50	\$0.00		\$7,087.50
				Totals for Perkins Eastman Architects DPC:	\$7,989.50	\$0.00		\$7,989.50
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	9/21/2021	8/3/2021	20.627.17	Environmental Services - Bayfront	\$4,151.77	\$0.00		\$4,151.77
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$4,151.77	\$0.00		\$4,151.77
Stock Development Group, Inc.								
Stock Development Group, Inc.	9/21/2021	5/19/2021	E-227	Monthly Management Services - Bayfront 03	\$4,750.00	\$0.00		\$4,750.00
Stock Development Group, Inc.	9/21/2021	5/19/2021	E-228	Monthly Management Services - Bayfront 4/	\$5,125.00	\$0.00		\$5,125.00
				Totals for Stock Development Group, Inc.:	\$9,875.00	\$0.00		\$9,875.00
SWA/Balsley Landscape Architects								
SWA/Balsley Landscape Architects	9/21/2021	8/27/2021	1053	Professional Landscape/Architectural Svcs- Ba	\$2,500.00	\$0.00		\$2,500.00
				Totals for SWA/Balsley Landscape Architects:	\$2,500.00	\$0.00		\$2,500.00

Jersey City Redevelopment Agency
Cash Requirements Report
INVESTORS BANK

GRAND TOTALS:	\$728,031.27	\$0.00	\$728,031.27
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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: Yesterday (9/21/2021)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes